

**WICHITA**  
4626 S Palisade  
Wichita, KS 67217  
316.945.0101

**GARDEN CITY**  
3830 W Jones  
Garden City, KS 67846  
620.277.2290

**TOPEKA**  
1300 NW US HWY 24  
Topeka, KS 66608  
785.228.2225

**SALINA**  
1100 Old Highway 40 Ct  
Salina, KS 67401  
785.825.5151



RENTAL PROTECTION PLAN  
**PHYSICAL  
LOSS DAMAGE**  
**WAIVER GUIDE**



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[www.berrymaterial.com](http://www.berrymaterial.com)



## CERTIFICATE OF INSURANCE REQUIREMENTS

As a rental customer of Berry Material Handling equipment, you are required to protect the equipment and return it in the same, good working order and repair as when first rented AND to provide proof of insurance covering all risks to the equipment (see insurance requirements below). The only exception is for not providing proof of insurance is to pay our Rental Protection Plan (RNT-RPP) fee.

The following must be adhered to in order to be exempt from the Berry Material Handling Rental Protection Plan program and fee.

When speaking to your insurance company, please request the certificate containing the following:

- 1) Name and address of the insured customer (you).
- 2) Berry Material Handling - 4626 S Palisade Wichita, KS 67217; 3830 W Jones Garden City, KS 67846; 1300 NW US HWY 24 Topeka, KS 66608; 1100 Old Highway 40 Ct Salina, KS 67401 must be listed as the certificate holder.
- 3) Berry Material Handling must be listed as additional insured and loss payee.
- 4) Your insurer is required to give Berry Material Handling written notice of any lapse, cancellation or material change to the policy.
- 5) Proof of physical damage equipment coverage.
- 6) Policy number for contractors equipment coverage and effective/expiration dates of coverage.
- 7) Rented Equipment coverage must be equal to or greater than the value of the equipment rented.

*Your agent will be familiar with these terms. If they have any questions, please have them call 316.945.0101. You can have them fax the certificate to 316.946.9627 or mail the certificate to the previously listed address.*

## RENTAL PROTECTION PLAN GUIDE (RNT-RPP)

### 1) What is the Rental Protection Plan?

The Rental Protection Plan is a program offered by Berry Material Handling that enables customers to significantly reduce their potential financial liability on rental equipment if it is stolen or damaged. It is not insurance. The Rental Protection Plan covers only the rental equipment (physical loss). The customer is always responsible for liability occurring from the use of the equipment (harm to persons, other property, and environment).

### 2) How much does the Rental Protection Plan cost?

The fee for the Rental Protection Plan is 15% of the rental amount. No Loss Rental Protection Plan fee is applied to purchases, delivery charges, fuel or tax. **This fee is non-refundable** as it represents a real cost Berry Material Handling incurs for having equipment for rent.

### 3) How does the Rental Protection Plan work?

In exchange for purchasing the Rental Protection Plan, the customer limits their responsibility to pay (see #8). Without the Rental Protection Plan the renter is responsible for all charges to bring the rented items back to the original condition, or if stolen, the full value of the equipment.

### 4) What if I don't want the Rental Protection Plan?

All Berry Material Handling rental customers automatically elect the Rental Protection Plan and owe the (RNT-RPP) fee UNLESS the customer provides proof of insurance coverage (see Insurance Requirements) AND elects to decline the Rental Protection Plan.

### 5) What is covered?

Wear caused by normal operating conditions. Theft and vandalism, as long as the customer has made a reasonable effort to keep the equipment in a safe environment. Fire damage caused from a fire that was started outside of the equipment. Incidents that cause damage that are outside the customer's reasonable care, custody and control. All incidents are subject to the deductible shown under Customer Responsibility.

### 6) What is not covered?

The customer must take reasonable measures to protect against loss or damage. Negligence and abuse are not covered. Berry Material Handling personnel will determine if the loss and/or damage of any rented item(s) was caused by customer negligence or abuse. If, in the opinion of Berry Material Handling personnel, the damage or loss was due to customer's negligence or abuse, the customer is solely responsible to bring the rented item(s) back to their original condition or pay for the item if it is deemed by Berry Material Handling personnel to be damaged beyond repair.

### 7) What is negligence?

Negligence is the failure to exercise the care that a reasonably prudent person would take in similar circumstances. Examples of negligence and abuse are:

- When the equipment is used in an environment where the unit paint is scraped and scratched after use.
- When the equipment is hit by falling material that causes damage.
- When the equipment is used on a slope that causes the unit to roll over.
- When the equipment is used in an environment with debris in the air, that requires the screen over the radiator to be cleaned and the customer does not keep it clean, which results in the unit overheating or catching fire.
- Broken windows, flat tires and unreasonable tire damage.
- Failure to heed engine warnings.

In all cases this would be negligence and/or abuse, and the customer would be responsible for damages.

- This is not an exhaustive list of examples.

### 8) How do I use my Rental Protection Plan?

It is the customer's responsibility to contact Berry Material Handling and file a report within 24 hours of the occurrence to evaluate the cause of the damage. In the event of theft or vandalism, the customer must also file a police report with the local authorities. A copy of this police report needs to be provided to Berry Material Handling.