



Damage Waiver

Revised: 2/1/2019

Agreement

With respect to Equipment, all loss or damage from any cause whatsoever while on rental or in Customer's care, custody or control, whether or not due to fault of Customer, including by not limited to Lessor's negligence, fire, flood, theft, comprehensive losses, collision and upset, and other force majeure events including, Acts of God, shall be the sole responsibility of Customer and shall be paid to Lessor promptly upon receipt of invoice. Customer further agrees, at customer's sole cost and expense, to secure and maintain in force during the entire term of this Agreement, insurance satisfactory to Lessor for the benefit of Lessor against all the foregoing risks, liability, damages, and costs to the extent it is available at commercial rates.

However, if Equipment is used with Lessor's permission in the compliance with this Agreement and if customer accepts "Loss Damage Waiver" at the time of rental by so indicating, and pays the additional fee specified therein, then Lessor agrees to waive, to the extent specified in a "Loss Damage Waiver Guide", Customer's responsibilities to Lessor for loss or damage to an item of Equipment exceeding the larger of the following applicable amounts: (A) \$500 per item of Equipment (\$1,000 per item in case of theft); or (B) 50% of the monthly rental charge in effect of the date of the agreement was entered into, but not to exceed \$5,000 per item of Equipment. However, Customer shall be liable for all resulting damages, loss and expense of Lessor, notwithstanding the previous paragraph, if Equipment is used or operated without Lessor's permission or in violation of this Agreement or is lost or damaged under the following circumstances: (1) use or operation of Equipment or improper loading with a load exceeding the rated capacity of Equipment, or improperly securing such load or improper coupling; (2) failure of Customer to perform or pay all normal periodic and other basic service adjustments and lubrication of Equipment; (3) operation or use of Equipment in a manner inconsistent with the Manufacturer's instructions; (4) loss or damage of Equipment during a riot, strike, or civil commotion; (5) reckless, careless, or abusive operation or use; (6) striking overhead or underground objects; and any such use of operation, whether or not Equipment is damaged, is a use in violation of the Agreement.

This Damage Waiver Agreement is **REQUIRED** for customers that cannot provide proper documentation of physical loss and damage insurance. The Damage Waiver Agreement is also an option for customers to purchase in lieu of physical loss and damage insurance and is provided as a cost alternative. The Damage Waiver Agreement is a cost of 10% of machine rental. (Example: \$1,900 Rental Fee - \$190 Damage Waiver Fee) This is a non-refundable fee.