

### **10% DAMAGE WAIVER CHARGE (DWC)**

This is a fee added to all contracts automatically. If you wish to reject it, you must do so at contract signing or when picking up the item(s). If rejecting, you must make a cash deposit equal to the full value of the equipment. If you are receiving a Professional Discount, DWC is required.

### **DAMAGE WAIVER IS NOT INSURANCE!**

As per your rental contract YOU are responsible for any loss of or damage to the Rented Equipment and Items ("Equipment") and for their return in the same condition in which they were received, except for ordinary wear and tear.

If you accept the DWC, however, we agree to waive our right to recover from You the amount of loss or damage to the Equipment while in your possession due to accident, fire, collision, windstorm, upset, and riot. You agree to immediately notify Us of any accident and promptly submit any applicable police reports.

Your liability for loss of, or damage to, the Equipment will not be waived in the following circumstances:

1. Any Item or part thereof, which is not returned, irrespective of the reason, including theft.
2. Reckless, Careless or Abusive operation or use of the Equipment.
3. Use or operation of Equipment exceeding its rated capacity.
4. Damage to motors, generators, electrical appliances or devices caused by non-utility generated power whether or not supplied by Us.
5. Loss or damage caused by dishonesty of your employees, or wrongful conversion by any person whom you allow to possess the Equipment.
6. Operation or use of the Equipment in a manner inconsistent with the instructions of the Equipment Manufacturer or Us.
7. Damage resulting from vandalism, malicious mischief, or intentional abuse.
8. Damage resulting from overturning or striking overhead objects.
9. Damage resulting from use of the Equipment in violation of any terms of this rental contract.

EFFECTIVE 4/1/04