



## Damage Waiver

If customer pays the damage waiver charge (DWC) as specified, subject to the limitations and exclusions below, Dealer agrees to modify the terms of this contract and relieve Customer of liability for accidental damage to the rented item(s) on this contract, and for loss due to fire, windstorm, upset or riot. Dealer excludes from the waiver, however, any loss or damage due to theft, burglary, collision, misuse or abuse, theft by conversion, intentional damage, mysterious disappearance or any loss due to Customers failure to care for the rental item(s) as a prudent person would his/her own property, such as lubrication. In addition, if the item(s) rented is a truck Customer is not relieved of liability of accidental damage for the rented item(s) caused by striking a stationary object. If any such loss tends to indicate a crime may have been committed, a further condition of this waiver is that Customer must file a report to the proper law enforcement authorities and furnish the Dealer a copy. In addition, if customer has insurance for the loss or damage , Customer shall exercise, and shall empower Dealer to exercise, all Customer's rights to obtain recovery under insurance, shall cooperate with Dealer to obtain recovery and all insurance proceeds shall be given or assigned to Dealer.

**CUSTOMERS ARE RESPONSIBLE FOR ALL DAMAGES TO OUR EQUIPMENT. THE DAMAGE WAIVER IS NOT AN INSURANCE POLICY OR INSURANCE COVERAGE IN ANY WAY. Any costs due to customer will have fee for damage waiver applied.**