

Damage Waiver Agreement

THIS DAMAGE WAIVER AGREEMENT SHALL APPLY ONLY IF A CHARGE IS ITEMIZED ON THE RENTAL AGREEMENT TO WHICH THIS DOCUMENT IS ATTACHED.

The Damage Waiver Agreement (DWA) is NOT INSURANCE. It is an option that Leavitt Machinery offers to limit the customers' liability with respect to loss or damage to the Equipment. The DWA does not protect customers from liability to Leavitt Machinery or other parties arising out of possession or operation of the Equipment, including injury or damage to individuals or property.

DAMAGE WAIVER COVERS

Customers accepting the DWA will have an additional charge of 15% of the aggregate rental fee added to the invoice. By accepting the DWA at the commencement of the rental contract and paying the associated fee, Leavitt Machinery will:

For Damage – Upon the return of the Equipment, all damage related invoices in relation to the Equipment with an aggregate value less than \$5,000 (subject to the exceptions listed below) will be waived.

For Damage, Loss or Theft – In the event that the damage exceeds \$5,000, or the Equipment is lost or stolen, the customer will pay to Leavitt a \$1,500 deductible. Within 48 hours of discovering a theft or loss, the customer will provide to Leavitt a copy of its police report regarding the incident.

DAMAGE WAIVER EXCEPTIONS

The customer will remain fully liable for damage or loss caused by misuse, abuse, negligence, or similar causes including without limitation:

1. The use or operation of Equipment in a manner inconsistent with the manufacturer's instructions, or contrary to the rental contract.
2. Loss or damage caused by failing to properly secure the Equipment by, among other things, leaving keys readily available to any unauthorized operator or not reasonably restricting access to the Equipment.
3. Loss or damage to auxiliary Equipment such as welding leads, electric cords, batteries, hoses, tires, or harnesses.
4. Loss or damage due to overloading/exceeding rated capacity, or improper servicing of the Equipment.
5. Loss or damage due to flood, storm, earthquake, fire, or any other force majeure incident.
6. Use of the Equipment by unqualified operator.
7. Damage to tires, tubes and or tracks.
8. Any propane tank loss or damage.
9. Damage to windshields or glass.
10. Loss or damage exceeding \$100,000, less the deductible

This Damage Waiver applies to Equipment operated by or on behalf of the Customer only. In the event the Equipment is re-rented (i.e. supplied via alternative provider through Leavitt Machinery to an end user) or otherwise operated by another party, the customer shall not be entitled to any protection or benefit under the DWA.

DAMAGE WAIVER CONDITIONS

All of the following conditions must be satisfied for the DWA to apply:

1. Customer accepts the DWA in advance of the rental.
2. Customer pays 15% of rental fee for the DWA.
3. Customer doesn't violate the terms and conditions of the rental.
4. Customers account is current upon return of Equipment.
5. If lost or stolen Equipment is later recovered, Leavitt Machinery retains ownership of the Equipment regardless of any payments made by the customer or the customer's insurance company with respect to such Equipment, all of which payments are non-refundable. You agree to promptly return any Equipment that is recovered.

Customers declining the DWA agree that they shall purchase property insurance, with Leavitt Machinery noted as first loss payee, in an amount at least equal to the insurance value of the Equipment. All customers agree that they have purchased liability insurance of not less than \$2,000,000 per occurrence with Leavitt Machinery named as additional insured for the duration of the rental.