



**DAMAGE WAIVER**  
**THE FOLLOWING TERMS AND CONDITIONS**  
**APPLY TO DAMAGE WAIVERS**



You, the "Customer" are responsible for protecting all items of personal property rented to you ("Equipment") by Lewistown Rental, LLC (LR) under the terms of your Rental Contract from any and all loss, theft, damage, and/or destruction.

**DAMAGE WAIVER IS OPTIONAL AND MAY BE DECLINED IF YOU PROVIDE TO LR PROOF OF RENTED EQUIPMENT PHYSICAL DAMAGE OR LOSS INSURANCE PRIOR TO COMMENCEMENT OF YOUR RENTAL.**

**DAMAGE WAIVER IS NOT INSURANCE, NOR IS IT A WARRANTY.**

If: (a) LR makes our Optional Damage Waiver available, and (b) you (i) accept it (as provided below), and (ii) pay to LR the non-refundable 10% Damage Waiver Fee reflected on your Rental Contract, then to the extent set forth below, LR will waive certain claims against you arising from physical damage to any Equipment covered by Damage Waiver ("Covered Equipment"). LR will waive its right to recover from you LR's cost(s) to repair or replace Covered Equipment which suffers physical damage during the rental term set forth in your Rental Contract with respect to the following types of losses:

- Collision
- Fire
- Hail
- Flood
- Wind
- Earthquake
- Theft (Police Report required)
- Tornado
- Vandalism (Police Report required)
- Tire puncture repair up to \$100 per occurrence

**provided however**, that: (a) you will remain liable to LR for a "Deductible" equal to \$500 with respect to each item of Covered Equipment; (b) you must notify LR in writing of any accident, loss, damage to, or destruction of Covered Equipment immediately; (c) you must provide LR with reasonable documentary evidence of the nature and cause(s) thereof; and (d) you must promptly return the subject Covered Equipment to LR.

**Exceptions and Exclusions:** In addition to the "Deductible" described above,

**the following are NOT COVERED under this Damage Waiver and YOU will remain liable for:**

1. **Any Equipment not covered by this Damage Waiver**, including without limitation, any items of Equipment with respect to which you do not pay the applicable Damage Waiver Fee;
2. **Loss of or damage to any Covered Equipment due to:**
  - a) **intentional abuse, improper use, negligence, willful misconduct, or neglect or violation or failure to secure and/or protect** it by you, your agents, employees or contractors of the terms of your Rental Contract, any applicable laws, rules, regulations, policy(ies) of insurance, instructions and/or warnings (including without limitation, those that may be provided by LR, the owner(s) and/or the manufacturer(s) of any Equipment);
  - b) **exceeding rated capacity, overturning (a/k/a "rollovers"), submerging, and/or striking** overhead objects.
  - c) **failure to timely return** any Covered Equipment to LR (including without limitation, loss, theft without a police report and disappearance);
  - d) **failure to properly maintain** such Equipment (including without limitation, failure to maintain proper pressure levels or proper levels of air, water, or manufacturer-approved oil, fuel, lubricants, hydraulic fluid, diesel exhaust fluid, brake fluid and/or coolant);
  - e) **dishonesty** of your employees or agents, or in connection with the **use of alcohol, drugs or other intoxicants**, or **wrongful conversion** by any person having possession, control over, access to or use of any Equipment;
  - f) **exposure to hazardous materials or artificial electrical current**, including explosive, combustible, radioactive, toxic, corrosive, or noxious materials, equipment, conditions, circumstances, or substances;
  - g) **damage to tires** (other than punctures of tires on Covered Equipment costing not more than \$100 to repair), tubes, tracks, and/or wheels however caused (including without limitation, heat, cold, precipitation, weight, yaw, rough, wet, or unstable terrain, potholes, cuts, punctures and blowouts);
  - h) **dirtying of equipment** by paint, mud, plaster, concrete, rosin or any other material. You are responsible for cleaning and repainting, as required.