

Damage Waiver Addendum

Assumption of Liability: As provided in the rental contract, Customer is fully responsible for all damage, destruction or loss of rental equipment once placed in the Customer's possession until returned to possession of Truan Equipment Company LLC (Lessor). Customer agrees to pay Lessor the cost to repair any damage to the equipment or the full market value in the event the equipment is lost or destroyed regardless of how or why such damage, loss or destruction occurs. Full market value shall be determined by Lessor. (See Terms and Conditions on Rental Contract.) The Customer also agrees to assume full responsibility for all personal injuries or property damage resulting from Customer's use and or possession of the equipment and to defend, indemnify and hold Lessor harmless for any liability (including attorney fees and expenses) for any such personal injuries and property damage.

Damage Waiver: The damage waiver (DW) as offered by Lessor is not insurance but will, for a fee of 10% of rental rate, waive all claims against you (the Customer) for the first \$500 of uninsured damage to the rental equipment (excluding waiver exceptions listed below). Customer is liable for the second \$500 of damage. For all damage or loss over \$1000 the Customer remains responsible and will pay for 50% of repair or replacement costs up to \$12,000. The DW is not applicable to damages in excess of \$12,000 and Customer shall pay 100% of repair or replacement costs in excess of \$12,000 up to the full market value of the rental equipment as determined by Lessor. The Damage Waiver only applies to uninsured loss or damage to the equipment and does not release or diminish Customer's obligations to insure the equipment.

Waiver Exceptions: Notwithstanding the foregoing, the Damage Waiver DOES NOT COVER and the Customer shall remain fully liable for all loss or damage to the equipment resulting from any of the following to the extent not covered by insurance:

- A) Failure to properly lubricate, maintain, adjust and/or service equipment.
- B) Sinking or submersion of equipment in mud or water.
- C) Damage due to riot, strike or civil commotion, vandalism, malicious mischief, disappearance, theft or conversion of equipment. Customer must report all such occurrences within 24 hours to the proper public authorities and to Lessor.
- D) Use of the equipment by non-authorized or non-qualified operators.
- E) Exposure to radioactivity or hazardous materials.
- F) Tire or track damage from improper inspection of work site for nails, rebar, rocks, or other sharp-edged objects, or track roll-off from improper operation or adjustment.
- G) Use or operation of the equipment in violation of any law or ordinance.
- H) Failure of Customer to comply with any terms or conditions of the rental contract.
- I) Improper, negligent, reckless, careless, or abusive use or operation of equipment.
- J) Overloading or exceeding the rated capacity of the equipment.
- K) Use or operation of the equipment in a manner inconsistent with the instructions of the equipment manufacturer.
- L) Any intentional damage to equipment.
- M) Striking overhead object or use of equipment in demolition activities.
- N) Loading, unloading or transportation of equipment if Customer provides transportation unless coincident with other protected loss, although waterborne transport is at Customer's sole risk.
- O) Failure to secure the equipment by leaving keys readily available to an unauthorized operator.
- P) Alteration or modification of the equipment.
- Q) Damage to motors, generators, drills, or other tools, electrical appliances or devices caused by use of non-utility generated power whether or not source supplied by Lessor.

Subrogation: In the event of any loss or damage to the rental equipment, Lessor will be subrogated to any right of the Customer against any person, firm or corporation and/or Customer agrees to cooperate fully with Lessor to ensure(s) the prosecution of those rights and will neither take nor permit any action to prejudice the rights of Lessor or its insurer(s) with respect thereto. Customer continues to be liable for all lost rental time penalties until equipment repair bill and/or deductible is paid in full.

Agreed and Accepted: _____
(Customer Signature)

Truan Equipment Company LLC www.truanequipment.com

(Effective 03/12/2018)