



## LIMITED DAMAGE WAIVER GUIDE

### 1. YOUR RESPONSIBILITIES:

Rental customer or "lessees" are generally responsible for ALL COSTS AND EXPENSES ARISING IN CONNECTION WITH ANY LOSS, THEFT, DAMAGE TO OR DESTRUCTION OF RENTED ITEM(S) regardless of whether the rental customer or lessee was at fault. This can amount to thousands of dollars in additional expense, even for rental customers who maintain insurance (e.g., for deductibles, coverage limits, exclusions, etc.).

### 2. WHAT IS LIMITED DAMAGE WAIVER?

RWEC's Limited Damage Waiver ("LDW") is an OPTIONAL program that ENABLES OUR CUSTOMERS TO LIMIT THEIR EXPOSURE TO MANY CLAIMS for physical damage to or destruction of "Covered Item(s)" when a covered loss occurs through no fault of the customer.

**LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.**

### 3. WHAT DOES LDW COST?

The fee for LDW (if offered) is the percentage (of the Rent) charged for LDW set forth on Page 1 of your Rental Contract solely with respect to Covered Item(s). No LDW Fee is applied to purchases, delivery charges, fuel, or tax. All LDW fees are non-refundable.

### 4. HOW DOES LDW WORK, AND WHAT DOES IT COVER?

In exchange for your purchase of LDW, RWEC agrees to waive its claims against you and your company for a portion of the charges identified in Section 5 of this Limited Damage Waiver Guide with respect to Covered Item(s), enabling you to spend your valuable time and money on your business.

### 5. THE VALUE OF DAMAGE WAIVER.

Our Optional Limited Damage Waiver enables you to avoid costly downtime and expensive repairs and/or replacements by:

#### (a) **Covering:**

- (i) **Repair/Replacement Costs:** The cost of repairing and/or replacing Covered Item(s) which suffer physical damage during your rental (subject to the limitations set forth in Section 6 below and the Limited Damage Waiver Addendum; AND
- (ii) **Rental Charges:** 100% of the Rent that would otherwise be due under your Rental Contract during the period in which the Covered Item(s) is/are being repaired or replaced (as applicable); AND
- (iii) **Certain Other Costs:** 100% of the following charges that would normally be due under your Rental Contract: late fees, transportation and storage fees and interest; AND

- (b) **Enabling You to Avoid Costly Insurance Claims and Premium Increases:** Costly insurance premium increases are avoided because customers are not forced to file claims on their own insurance policies (increasing their "loss histories").

## 6. WHAT IS NOT COVERED?

Following is a summary of what LDW will not cover (as more specifically described on the Limited Damage Waiver Addendum:

- Certain “Item(s) Not Covered” (including those with respect to which you do not pay the LDW fee in advance) as identified on the Limited Damage Waiver Addendum;
- A “deductible” equal to 20% of the total of all “Repair/Replacement Costs” (as defined on the Limited Damage Waiver Addendum;
- Repair/replacement costs exceeding \$10,000 in the aggregate across all Covered Items;
- Intentional abuse, improper use, negligence, and neglect;
- Violation of your Rental Contract, applicable laws or any instructions provided by RWEC and/or any owner(s) or manufacturer(s) of Covered Item(s);
- Criminal activities, Civil Insurrection, War and Terrorism;
- Actions of Governmental Authorities;
- Loss, theft, disappearance of, or any other failure to return, any Covered Item(s);
- Maintenance Failures and Damage During Transportation;
- Failure to Secure and Protect Covered Item(s); and
- Exposure to Hazardous Materials, Pollutants and/or Contaminants.

## 7. HOW DO I USE LDW?

If a Covered Item is damaged or destroyed (an “Event of Loss”) during your rental, you must advise us of the date, time and suspected cause of the Event of Loss in writing within 24 hours. In the event of a reportable accident or vandalism, you must also properly complete and file a police report with local authorities. A copy of the police report must be provided to us within 48 hours after the Event of Loss. You will be 100% responsible for any Event of Loss which is not covered by LDW (e.g., for any Rented Item(s) which you elected not to cover and for Covered Item(s) with respect to which any exclusion(s) referenced in the Limited Damage Waiver Guide (including the Limited Damage Waiver Addendum) apply(ies).

## 8. HOW CAN I AVOID PAYING FOR LDW?

LDW is not mandatory; it is **OPTIONAL**. If you wish to decline LDW, you must provide us with proof that you have the property damage/inland marine insurance required under Section 9 of your Rental Contract. **NO LDW COVERAGE WILL APPLY TO ANY ITEM(S) FOR WHICH YOU DO NOT PAY THE APPLICABLE LDW FEE (WHICH, IF CHARGED, WILL BE SET FORTH IN YOUR RENTAL CONTRACT).**

