



*PO BOX 411
BELLVILLE, TX 77418
979-865-1520, Fax 979-865-1522
bellvillarent@att.net*

DAMAGE WAIVER

Section 11 On Back of Contract :

If and only if , we have offered, and you have paid for our OPTIONAL LIMITED DAMAGE WAIVER (LDW) (Set forth on P.1 if available) in advance of the Term, you will have no liability to us for 80% of the costs for physical damage to item(s) covered by LDW (*Covered Item(s)*): provided however, that you will, remain fully liable for : (a) intentional damage as well as all loss of and damage to : (i) Item(s) not covered by LDW ; (ii) Covered Item(s) lost or damaged during transportation and/or as a result of : (A) any breach of this Contract by you or your agents, employees, sublessees, transferees, borrowers, successors and/or assigns ; (B) theft or other failure to timely return Covered item(s) to us ; (C) negligence, misuse and /or abuse of Rented Item(s) (including submerging, overturning, overloading and damage by falling objects) ; (iii) GPS and telematics systems, passenger vehicles, batteries, keys, glass, tires, tubes, tracks, booms, belts, chains, knobs, fittings an hoses ; (b) 20% of the first \$5,000 of covered repair/replacement costs ; and (c) all repair and replacement costs exceeding \$5000 in the appregate across all Covered Item(s). You may decline LDW if you provide the property/physical damage/inland marine insurance referenced in Section 10. LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.