

## **Damage Waiver Agreement**

### **Terms and Conditions**

This Damage Waiver Agreement ("Agreement") is made between Elsinore Valley Rentals, Inc. ("Company") and the undersigned renter ("Renter") for the rental of equipment ("Equipment") described in the rental contract. The Damage Waiver is an optional service provided by the Company that limits the Renter's financial responsibility for certain types of damage to the Equipment during the rental period, subject to the terms and exclusions outlined below.

### **1. Coverage**

The Damage Waiver covers accidental damage to the Equipment, excluding tire damage, during the rental period. The Damage Waiver does not cover any loss or damage that occurs outside the rental period.

### **2. Cost**

The cost of the Damage Waiver is 12% of the rental rate. This fee is non-refundable and must be paid in full at the time the rental contract is signed, unless waved as described in Section 6.

### **3. Exclusions**

The Damage Waiver does not cover:

- Damage due to reckless or negligent driving.
- Unauthorized drivers.
- Driving under the influence of alcohol or drugs.
- Using the vehicle for illegal activities.
- Improper use of the Equipment.
- Improper maintenance of the Equipment.
- Tire damage.

### **4. Renter's Responsibilities**

- The Renter must operate the Equipment in a safe and responsible manner at all times.
- The Renter must not permit unauthorized drivers to operate the Equipment.
- The Renter must comply with all applicable laws and regulations while using the Equipment.
- The Renter must use the Equipment only for its intended purpose.
- The Renter must perform regular maintenance and upkeep of the Equipment as specified by the Company.

## **5. Claim Process**

In the event of damage to the Equipment, the Renter must:

- Notify Elsinore Valley Rentals, Inc. immediately.
- Provide a detailed account of the incident.
- Cooperate with the Company in any investigation or assessment of the damage.
- The damage waiver has a \$250 deductible

## **6. Waiver Provision**

The Damage Waiver fee can be waived if the Renter provides proof of insurance coverage of at least \$1,000,000, that covers damage to the Equipment. Proof of such coverage must be submitted to and approved by Elsinore Valley Rentals, Inc. before the rental period begins.

This Agreement shall be governed by and construed in accordance with the laws of the state of California. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of California.