Elsinore Valley Rentals, Inc
Your Rental Solution

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 during the rental period, excluding tire damage, theft, disappearance, and vandalism. 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 15% of the rental rate. This fee is non-refundable and must be paid in full at the time the rental contract is signed, unless waived as described in Section 6.

3. Exclusions

The Damage Waiver does not cover:

- Tire damage.
- Teeth damage (stump grinders)
- Damage due to reckless or negligent driving.
- Unauthorized or unqualified operators.
- Operating the Equipment under the influence of alcohol or drugs.
- Using the equipment for illegal activities.
- Improper use of the Equipment.
- Improper maintenance of the Equipment.
- Theft, disappearance, and vandalism.

4. Renter's Responsibilities

The Renter must:

- Always operate the Equipment in a safe and responsible manner.
- Not permit unauthorized drivers to operate the Equipment.
- Comply with all applicable laws and regulations while using the Equipment.
- Use the Equipment only for its intended purpose.
- 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.
- For accidental damage covered by this Agreement, the Renter is responsible for the lesser of $250 per incident or the reasonable cost to repair the Equipment. If the Equipment cannot

reasonably be repaired, the Renter is responsible for the lesser of $250 per incident or its legally recoverable replacement value. The Company waives the remaining covered equipment repair or replacement costs.

- The $250 deductible does not limit Renter’s responsibility for excluded damage or loss.

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.