

Tel-Power Tool & Equipment Rental, Inc.
200 E. Walton Ave.
Altoona, PA 16602

DAMAGE WAIVER. Damage Waiver Is Not Insurance. You are responsible for any loss of or damage to the Rented Equipment and Items ("Equipment") and for their return in the same condition in which they were received, except for ordinary wear and tear. If You accept the Damage Waiver, however, We agree to waive Our right to recover from You the amount of loss or damage to the Equipment while in your possession, except that You will be responsible for the first \$500.00 or replacement of damaged Equipment (whichever is higher). You agree to immediately notify Us of any accident and promptly submit any applicable police reports. If You have insurance, the Damage Waiver becomes secondary, and You agree to exercise all rights available to You under Your insurance coverage and assign all claims and proceeds from Your insurance coverage to us. Notwithstanding the foregoing, Your liability for loss of, or damage to, the Equipment will not be waived in the following circumstances: (1) Any Item or part thereof which is not returned, irrespective of the reason, including theft, mysterious disappearance, and intentional damage. (2) Reckless, careless or abusive operation or use of the Equipment. (3) Use or operation of the Equipment exceeding its rated capacity. (4) Damage to motors, generators, drills or other tools, electrical appliances or devices caused by use of non-utility generated power, whether or not supplied by Us. (5) Damage to tires, tubes and wheels caused by blowout, bruises, cuts, punctures or other causes inherent in the use of the Equipment. (6) Damage resulting from failure to perform or pay for all normal periodic and other basic service maintenance, adjustments and lubrication of the Equipment. (7) Loss or damage caused by dishonesty of Your employees, or wrongful conversion by any person whom You allow to possess the Equipment. (8) Operation or use of the Equipment in a manner inconsistent with the instructions of the Equipment manufacturer. (9) Damage resulting from vandalism, malicious mischief, or intentional abuse. (10) Damage to any and all accessories, such as air hoses, electric cords, blades, welding cable, liquid fuel tanks and other similar items and accessories. (11) Damage resulting from overturning or striking overhead objects. (12) Damage resulting from use of the Equipment in violation of any terms of this Rental Contract.