



LOSS DAMAGE WAIVER

The Bottom Line Equipment, LLC (BLE) Loss Damage Waiver (LDW) Program offers BLE's Customers (You) an opportunity to protect itself in the event of an uncontrollable and unfortunate event. By electing to purchase LDW, You are afforded limited liability for the Equipment that you have rented from BLE. The LDW is intended to ease a Customer's concerns when handling the Equipment it rents from BLE by reducing the events which cause it liability.

Your Protection

In consideration for your purchase of this LDW, BLE shall waive any and all damages occasioned by way of an event covered under the LDW Terms, as long as You comply with the obligations set forth in the Order and this Waiver. Damages which are covered under the LDW are those generally referred to as being caused by fire, theft, and vandalism, among other things.

The Customer shall remain fully responsible and liable for any and all damages not covered by the terms of the LDW. LDW does not provide coverage for your negligence, abuse, misuse, operator error, improper maintenance, and overspray of concrete, paint or other substance causing damage to the Equipment or for damage to tires or glass. Further, LDW does not cover Equipment with a value of more than \$250,000.00 without proper pre-authorization. If the equipment cost would exceed \$250,000.00, then consideration will be on a case by case basis.

Your Costs

The cost of the LDW to You is 18% of the total rental and is payable in advance and not subject to refund or early cancellation. A portion of this cost covers BLE's administrative duties in managing the LDW. Should You choose LDW, your limited liability will be the waiver of \$5,000.00 per occurrence, which is payable immediately upon any claim. Customer shall also remain liable for any costs associated with transit or shipping of the Equipment, not covered by the LDW, as well as any and all attorney fees and costs incidental to making a claim under the LDW.

Read the Terms & Conditions of your Account and Order to better understand potential costs.

Your Obligations

You shall notify BLE, in writing, immediately of any damage sustained to the leased Equipment. You are presumed to have knowledge of the damages within 48 hours of the damage or loss; therefore you should take steps to ensure that Equipment is monitored regularly.

Upon discovery of a loss, You are obligated to provide BLE with a sworn proof of loss no later than 90 days from the date of the incident. BLE shall provide this to the insurer.

You shall assume any and every obligation that BLE has under the LDW Terms, and each of BLE's obligations flow to You. You shall produce, do or perform anything necessary to preserve BLE's claims under the LDW.

You shall remain liable for any and all direct and consequential damages or loss, which occur by reason of your failure to timely provide notice. Customer shall remain liable for all rent on the leased Equipment during the period of repair to the Equipment so long as the damage occurred while the Equipment was in the possession of Customer or while under lease to the Customer.