

EAGLE RENTAL

STEVENS (Billing & Office): 1327 N. READING ROAD, PA 17578 ~ P: 717.336.3945 ~ F: 717.336.0975
LEBANON: 2530 QUENTIN ROAD, PA 17042 ~ P: 717.274.3945 ~ F: 717.274.3955
WWW.EAGLERENTALCENTER.COM

DEAR CUSTOMER:

Imprinted below is a copy of a damage waiver (paragraph 11 of our rental contract*) that we offer to our customers beginning January 1, 2009. If accepted by customer, Eagle Rental Inc. agrees, in consideration of a charge of 10% of the rental charge, to modify the responsibilities of the customer created in paragraph 11 of our rental contract*, regarding equipment damaged while in customer's possession or control. Please read it and decide if you want this protection.

The Damage Waiver will go into effect when you rent items. We will automatically charge you the additional fee on your rental charges.

If you decide to decline this waiver, please return this form with your signature.

Thank You,

The Team at Eagle Rental

***PARAGRAPH 11: DAMAGE WAIVER**

If and only if, we have offered, and you have elected to purchase our OPTIONAL LIMITED DAMAGE WAIVER ("LDW") and paid the non-refundable LDW fee set forth on P.1 in advance of the Term, then with respect solely to Item(s) covered by LDW ("Covered Items"), your liability for physical damage thereto will be limited to 20% of the cost to repair or replace the same if and to the extent any Covered Item(s) suffer physical damage during the Term; provided however, that you will remain 100% liable to Eagle Rental Center for: (a) all damage to or loss of Covered Items caused in whole or in part by: (i) your breach of this Contract; (ii) failure to timely return any Item(s) to ERC; (iii) gross negligence (includes but not limited to items damaged: while loading or unloading, in transit, by fire or by customer dismantling), misuse and abuse; (iv) vandalism; (v) use of alcohol or drugs; (vi) damage caused by a third party; (b) all damage to batteries, tires, tubes, tracks, booms, belts, straps, knobs, cords, covers and/or hoses; and (c) all repair/replacement costs for damage to Covered Items exceeding \$10,000 in the aggregate across all Covered Item(s). You may decline LDW if you provide the insurance specified in paragraph § 10. LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.

****PARAGRAPH 10: INSURANCE**

You agree to maintain all insurance Eagle Rental Center (ERC) deems necessary, including: (a) liability insurance with minimum limits of \$1,000,000 per occurrence; and (b) property damage/inland marine insurance covering all Rented Items for the full (new) replacement value thereof. Such policies shall, to the maximum extent possible: (i) name ERC and each TPO as an additional insured and loss payee; (ii) waive subrogation against ERC and each TPO; (iii) be primary and non-contributory; and (iv) include such other provisions (including deductibles, if any) as ERC may require.

SIGNATURE: CUSTOMER DECLINES

X _____
NAME BUSINESS NAME DATE