

## **LOSS DAMAGE WAIVER**

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Upon entering into an equipment lease agreement for the first time with Skytec Rentals Inc. (the "Lessor"), the following loss damage waiver is to be presented to the Lessee and must be either accepted or declined as set out at the bottom of this form, at which point the Loss Damage Waiver becomes a part of the Equipment Lease Agreement between the Lessee and Lessor. All capitalized terms that are not defined herein will be ascribed means to them in the Equipment Lease Agreement.

Once the Lessee accepts or declines the Loss Damage Waiver in the first case of entering into an Equipment Lease Agreement with the Lessor, the option selected by the Lessee will apply to all ensuing instances of the Lessee entering into an Equipment Lease Agreement with the Lessor, unless the Lessee informs the Lessor otherwise in writing and in the case of subsequently declining the Loss Damage Waiver, all insurance requirements, as set out in the Equipment Lease Agreement and herein, are met.

Failure on the Lessee's part to accept or decline coverage of the Loss Damage Waiver, as indicated in writing at the bottom of this form, will result in the Lessee having to accept the Loss Damage Waiver.

If the Lessee accepts the Loss Damage Waiver, an additional fee of **14%** of the total amount owing under the Equipment Rental Agreement will apply and the Lessor will waive its entitlement to claim against the Lessee under the Equipment Rental Agreement for any damage or loss to the Equipment except as otherwise specified herein and in paragraph 21 of the Equipment Lease Agreement.

### **Loss Damage Waiver Covers**

All Equipment loss or damage during the rental period while being used under normal working conditions by a qualified operator other than loss or damage resulting from those instances listed below.

### **Loss Damage Waiver Does Not Cover**

The Lessee shall remain liable for all resulting loss or damage to the Equipment and all expenses of the Lessor pertaining thereto as a result of:

- a. Normal wear and tear and maintenance;
- b. Use of Equipment for a purpose with which it is not designed;
- c. Breach of this Agreement;
- d. Loss, damage or failure of any tires and tubes under any circumstances;
- e. Mysterious disappearance or damage which is deemed to occur as a result of theft, vandalism, mischief, conversion or any other malicious act;
- f. The use or operation of the Equipment in violation of any law, rule, legislation, statute, regulation, code or any other legal authority;
- g. Use of the Equipment by an unqualified operator. The Lessee specifically acknowledges that it shall only allow properly trained operators to use the Equipment at all times;
- h. Lack of lubrication or other normal servicing of the Equipment as specified on the Equipment's "daily check label";
- i. Damage to motors, other electrical appliances or devices resulting from artificial currents;
- j. Overloading, exceeding weight capacities, misuse, abuse, negligent operation, damage resulting from striking objects (overheads or otherwise) or from improper transport, or any intentional damage, whether by the Lessee, anyone with the Lessee's permission or anyone for whom the Lessee is responsible in law including without limitation its employees, representatives and agents;
- k. Any propane tank loss or damage;
- l. Failure to follow any instruction or operator's manual and/or any training provided to the Lessee by the Lessor with respect to the Equipment;
- m. Costs incurred by the Lessor associated with any cleaning time of the Equipment exceeding two (2) hours;
- n. The Lessee's failure to properly secure the Equipment by making access to the Equipment readily available to any unauthorized operator or otherwise not reasonably restricting access to the equipment.

Please indicate below whether you wish to decline the Loss Damage Waiver (and thereby provide a Certificate of Insurance) or accept the Loss Damage Waiver, subject to a charge equal to 14% of the total rental charge. If neither option is selected (and a Certificate of Insurance is not obtained), the Loss Damage Waiver will automatically apply and be charged unless the Lessee notifies the Lessor in writing that the Loss Damage Waiver is not to apply and the necessary Certificate of Insurance is provided.

For any further questions or concerns, please contact our office at (905) 578-7200.

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ONCE THE LOSS DAMAGE WAIVER IS ACCEPTED OR DECLINED ON THIS FORM, THE SELECTED PREFERENCE SHALL APPLY TO ALL SUBSEQUENT RENTALS BY THE LESSOR FROM SKYTEC RENTALS INC. UNLESS THE LESSEE AND SKYTEC RENTALS INC. SPECIFICALLY AGREE IN WRITING TO THE CONTRARY UPON ENTERING INTO EACH AND EVERY SUBSEQUENT EQUIPMENT LEASE AGREEMENT.

I have read and understand the above Terms and Conditions of Skytec Rentals Inc.'s Loss Damage Waiver and understand the requirements for insurance coverage and agree as follows (please initial beside the desired preference):

The Lessee **accepts** the 14% Loss Damage Waiver and understands that it will be charged on all subsequent Equipment Lease Agreements unless Skytec Rentals Inc. is notified in writing to the contrary.

The Lessee **declines** the 14% Loss Damage Waiver and hereby agrees to provide a Certificate of Insurance evidencing appropriate Equipment Coverage, *i.e., Rented, Leased or Borrowed Equipment, Contractors Rental Floater or Blanket Leased Equipment*. In addition, the Lessee agrees to identify Skytec Rentals Inc. as an additional loss payee.

Duly executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Name of Lessee: \_\_\_\_\_

Name of Authorized Signing Officer: \_\_\_\_\_

Title of Authorized Signing Officer: \_\_\_\_\_

Signature of Authorized Signing Officer: \_\_\_\_\_

**I have the Authority to Bind the Corporation/Partnership  
if I am Executing on behalf of a Corporation/Partnership.**