



## Damage Waiver Plan

### Example of Coverage of the Damage Waiver.

Example of coverage of the damage to Airworx Construction Equipment and Supply, LLC ("Airworx") rental equipment ("Equipment") from fire, lightning, graffiti, windstorm, hail, earthquake, and flood, provided that you comply with the terms and conditions of the rental agreement. For the Damage Waiver to cover damage from the above you must (1) take reasonable precautions against such possible damages, (2) notify Airworx of such event within three business days of your first knowledge of such event and (3) deliver to Airworx a copy of police report documenting any vandalism and or malicious mischief, within 30 days of your first knowledge of such event.

### The Damage Waiver is not insurance

The Damage Waiver does not protect you from liability to others or Airworx arising out of possession, use, operation, or transport of Equipment rented from Airworx, nor does it cover loss of or damage to any Equipment contents.

### You will be charged for the Damage Waiver unless you provide evidence of insurance.

The Damage waiver will be charged on all rentals unless you deliver to Airworx a certificate of insurance from an insurance company acceptable to Airworx, meeting all of the insurance requirements. If effective insurance is not maintained with Airworx, you will be charged the Damage Waiver even if you produce a certificate of insurance at a later date.

### Example of Losses and Damage Not covered by the Damage Waiver

1. Use or operation of the Equipment in a manner prohibited by or in breach of the rental agreement.
2. The unauthorized use or negligent or willful act of you, your employee or agents, improper use of the Equipment, overloading or improper load distribution, lack of maintenance or neglect of the Equipment. For example, without limitation, any damage to rental Equipment caused by a collision with a bridge with insufficient clearance.
3. Theft or loss of, or damage to, any Equipment or its contents.
4. Delivery, pickup or movement of Equipment
5. Damage or loss to third parties person or property resulting from any occurrence or accident involving rental unit, whether on-road or off-road.
6. Damage to a unit's components.
7. Tire repair or replacement.
8. Fes for towing or storage.
9. Vandalism or malicious mischief, except graffiti.
10. Damage caused by any third party not expressly covered under the Damage Waiver, not representing Airworx or you, except graffiti.

### Conditions

Damage Waiver shall be void if any information was concealed or misrepresented any material fact or circumstances concerning this insured or the subject thereof; or in case of any fraud or false swearing by the assured touching any matter related to this Damage Waiver or the subject thereof; whether before or after loss.

# ACORD<sup>TM</sup> CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/31/2007

<b>PRODUCER</b> Any Agency 123 Main Street Anytown, AS 12345	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> ABC Company 345 Main Street Anytown, AS 12345	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL-001-001	12/31/2007	12/31/2008	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000								
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	AU-001-001	12/31/2007	12/31/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC-001-0001	12/31/2007	12/31/2008	<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 100,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 100,000</td> </tr> <tr> <td>DISEASE - POLICY LIMIT</td> <td>\$ 500,000</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$ 100,000	E.L. DISEASE - EA EMPLOYEE	\$ 100,000	DISEASE - POLICY LIMIT	\$ 500,000
WC STATU-TORY LIMITS	OTH-ER												
E.L. EACH ACCIDENT	\$ 100,000												
E.L. DISEASE - EA EMPLOYEE	\$ 100,000												
DISEASE - POLICY LIMIT	\$ 500,000												
	OTHER												

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Airworx Construction Equipment & Supply, LLC is shown as an Additionally Insured and Loss Payee with respect to rented or leased equipment.

### CERTIFICATE HOLDER

Airworx Construction Equipment & Supply, LLC  
 501 West Raymond Street  
 Indianapolis, IN 46225

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \_\_\_\_\_ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.