

GP RENTS Equipment Damage Responsibility

Effective 1/2/18, GP Rents will be changing our insurance/damage waiver policy. As of 1/2/18, we are instituting a 14% LDW policy on all rental customers that do not have a certificate of insurance on file with us.

LDW is not insurance, it does however provide limited protection against loss or damage to rented equipment, owned by GP Rents, LLC.

In general, LDW provides protection for the rented equipment from circumstances that are beyond your control. You as the renter are responsible for damage that is within your control.

In order to be clear about what LDW is and what it covers, we have listed what is and what isn't covered by LDW on the page below.

What LDW does cover - Loss or damage beyond your control

- Fire Damage or Total Loss due to Fire not caused by misuse, negligence, or abuse.
- Theft, Vandalism (When equipment is properly secured)
- Acts of God (Not influenced by negligence) (Tornado, Hurricane, Flood, etc.)

In the event that one of these situations should occur, our insurance company will not subrogate against you or your insurance company. LDW provides protection in these situations where you, as a customer are not at fault.

What LDW does NOT cover - Loss or damage within your control

LDW does not cover damage from misuse, negligence or abuse.

What is misuse, negligence or abuse?

Misuse is using the machine for a purpose it is not intended for. Example - An excavator is intended to dig soil, it is not to be used for demolition or brush clearing.

Negligence is the failure to take proper care of the machine as a prudent and careful person would. Example - Parking a machine in a flood zone is not proper care.

Abuse is utilizing a machine beyond the limits of the machine. Example - Damage due to turnover of a machine from overloading it's lift capacity.

For further information see exclusions from LDW listed below.

How do I get out of paying the LDW?

LDW can be waived by submitting a valid certificate of insurance covering physical damage to our rental unit.

Who do I send the certificate to?

Fax the certificate to the "Rental Department" at 580-427-9002 or email to info@gprents.com
Additional questions, please call 580-332-2333.

Exclusions From LDW:

1. Damage caused by exceeding or overloading the rated capacity of equipment.
2. Damage from lack of providing lubrication or other normal servicing of equipment.
3. Loss or damages associated with vandalism, malicious mischief, theft, of conversion or equipment not documented by the customer's prompt filing with applicable public authorities (with an immediate written copy to GP Rents, LLC, of a formal written report.)
4. Wrongful conversion by the customer in possession of the equipment or infidelity of customer's employees or persons to whom the equipment is entrusted.
5. Loss or damage caused by the use of the equipment in violation of any terms of the rental agreement.
6. Loss or damage caused by failure to keep the equipment in a secure area after the unit is called off rent.
7. Loss or damage resulting from dishonest or criminal activity of the customer or its authorized representative.
8. Loss or damage that was or should have been expected due to an extraordinary application or use of the equipment.
9. Damages or loss associated with use or operation of equipment by a person other than qualified employees of the customer, including damages to or loss of equipment loaned to a third party.
10. Loss or damages resulting from exposure to paint overspray, radioactive, contaminated, corrosive or other hazardous material.
11. Normal wear items, including, but not limited to, tires, tracks and undercarriages.

Any customer not providing a proof of insurance will be charged an amount for the LDW equal to 14% of the gross rental amount.

Any misinterpretation of these terms will automatically defer to the contract that is the legally binding authority in each situation.

