



EQUIPMENT RENTAL AGREEMENT

To ensure availability reservations are necessary. To reserve dates for rental equipment, please complete this form and email or fax it to Eco Medical Equipment Sales Department. Upon receiving, our Sales Department will contact you with confirmation.

Customer Name: _____
User's First Name: _____ User's Last Name: _____
Telephone number: _____ Fax: _____ Email: _____
Billing Address: _____
City/Province/Postal Code: _____
Shipping Address (if different from above): _____
City/Province/Postal Code: _____
Required Reservation Dates for the Rental Period From: _____ To: _____
Model of Equipment: _____ Price: _____ per week / month _____

The full Rental Period fee is due in advance, paid with a credit card and driver's license number. The fee for the Rental Period will be charged upon receipt of this signed contract. The Rental Period starts on the required reservation date and ends when returned to Eco Medical Equipment.

- A. Customer is responsible for lost or stolen equipment.

- B. Customer is responsible for damages including repair costs due to improper installation, application, misuse, abuse, neglect, and/or accident caused by the Customer. The Customer is not responsible for normal wear and tear.

- C. Customer credits towards the purchase of new equipment will be applied at the end of the Rental Period and must be used within 6 months of rental.

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Driver's License Number: _____ Rental Fee: _____

Authorization Name on the Card: _____

Billing Address of Credit Card: _____

City/Province/Postal Code: _____ Country: _____

Credit Card (*circle one*): Visa / Master Card / American Express Purchase Order No: _____

**** Valid credit card MUST be presented at time of rental unless rented by a Corporate Entity with a valid purchase order****

This is a contract. The words: "Client," "Customer," "Renter," "Buyer," "You" and/or "Yours" means the person and/or entity who signs this contract is obligated under its terms. The words "We," "Our," and "ECO" refer to the business name ECO MEDICAL EQUIPMENT. The "Rental Period" shall mean the period as agreed to between ECO and Customer. The term "Rental Equipment" shall mean all equipment provided by Eco Medical Equipment for rental.

I, the undersigned Customer, specifically acknowledge that I am fully qualified to operate the Rental Equipment. Furthermore, I acknowledge that any party under my control will also be fully qualified to operate the Rental Equipment.

Customer further acknowledges that he/she has read and fully understood this contract and agrees to be bound by all the terms, conditions, and provisions hereof. Note: The following pages must be initialed, and all the pages returned.

THIS IS YOUR CONTRACT, READ EVERYTHING BEFORE SIGNING. PLEASE INITIAL EACH OF THE TERMS AND CONDITIONS OF THE EQUIPMENT RENTAL.

ACCEPTED:

This Rental Contract made on the _____ day of _____ 20____ is between Eco Medical Equipment and:
Agency Name/Customer Name _____

Signature

Date

Print Name

Received by Eco Medical Equipment

Signature

Date

Print Name

TERMS AND CONDITIONS OF EQUIPMENT RENTAL

In consideration of the rental of the equipment described by the undersigned (hereinafter referred to as the "Renter") from Eco Medical Equipment named on attached page (hereinafter referred to as "ECO") upon the terms and conditions, and for the price herein specified, it is agreed as follows:

1. **RENTAL AND TERM** begins on the date and time specified as "RENTAL DATE" and terminates on return of equipment to ECO's premises ("RETURN DATE") unless otherwise agreed upon in writing by the parties. The rental is subject to an automatic renewal for a period of time equal to the Rental Period until the equipment is returned by the Customer to ECO. ECO may terminate the Rental at any time and upon termination take possession of the equipment. Renter agrees to pay, upon the return of equipment to ECO's premises, all charges and costs for the use of the Rental Equipment. Customer agrees to have all outstanding charges processed on a credit card upon return of equipment.

Customer Initials _____

2. **PRIVILEGES AND WAIVER OF DEFECTS.** Renter accepts the RENTAL EQUIPMENT on an "as is" basis. Customer acknowledges and declares that they will inspect the equipment upon receipt. The Customer will contact ECO immediately after receiving the equipment if it is not in good, safe operative condition. The Customer warrants that he is familiar with the operation of the RENTAL EQUIPMENT and is qualified to make such an inspection. Customer agrees to return the RENTAL EQUIPMENT to ECO's premises by the RETURN DATE in as good condition as when received by Customer, ordinary wear and tear excepted.

Customer Initials _____

3. **RENTAL EQUIPMENT BECOMES UNSAFE OR IN DISREPAIR DURING THE RENTAL PERIOD.** Renter will immediately discontinue use of the Rental Equipment should it at any time become unsafe or in a state of disrepair during the RENTAL PERIOD. Furthermore, the Renter will immediately notify ECO that the RENTAL EQUIPMENT is unsafe or in disrepair and until such time as ECO has regained possession the Customer has agreed to take all steps reasonably necessary to prevent injuries to any person and all property from the RENTAL EQUIPMENT or products.

Customer Initials _____

4. **PERMITTED AREA OF USE OF RENTAL EQUIPMENT.** Without ECO's written consent, Customer shall not remove the Equipment from the Country in which it is rented.

Customer Initials _____

5. **CUSTOMER'S LIABILITY FOR MISUSE OF EQUIPMENT.** Customer shall not abuse, harm or misuse, the RENTAL EQUIPMENT. Customer shall not permit any repairs to be made to the RENTAL EQUIPMENT. In the event of any accident or casualty resulting in bodily injury or property damages arising out of Renter's use of the RENTAL AGREEMENT, the Customer agrees to accept all responsibility therefore, and shall hold ECO harmless for any claims or action arising. In case of the loss or destruction of any part of the RENTAL EQUIPMENT, or inability to return the same to ECO, on the expiration and due date, for any reason whatsoever, Customer shall pay ECO the actual replacement cost of said RENTAL EQUIPMENT.

Customer Initials _____

6. **DISCLAIMER OF WARRANTIES.** ECO makes NO warranties, expressed or implied, as to the RENTAL EQUIPMENT'S merchantability or fitness for any particular purpose. Customer's sole remedy for any failure or defect in the RENTAL EQUIPMENT shall be the return of the RENTAL EQUIPMENT at the time of failure. ECO shall not be responsible for any loss, damage or injury to Renter or Renter's property, including incidental, special or consequential damages, in any way connected with the operation, use, defect in or failure of the RENTAL EQUIPMENT.

Customer Initials _____

7. **INDEMNIFICATION OF ECO BY CUSTOMER.** Customer expressly indemnifies and hold ECO harmless of, from and against any and all claims, loss, costs, damages, lawyer fees and/or liability in connection with the hiring and use of the RENTAL EQUIPMENT regardless of whether a lawsuit is filed in the event a suit is instituted by ECO to recover possession of said RENTAL EQUIPMENT or to enforce any of the terms, conditions or provisions hereof. Renter agrees to pay all costs and reasonable lawyer fees of ECO incurred in connection therewith.

Customer Initials _____