



Equipment Rental Agreement

Equipment User Information

First Name: _____ Last Name: _____
Billing Address: _____
Shipping Address (If different): _____
Postal Code: _____ Phone: _____
Email: _____ Fax: _____

Contact Information (If Different than the Equipment User Information)

Contact Name: _____
Address: _____
Postal Code: _____ Phone: _____
Email: _____

Equipment Requested ☐ Monthly ☐ Weekly

Model of Equipment: _____
Reservation Start Date: _____ End Date: _____

The full Rental Period fee is due in advance. It must be paid with a credit card, not a debit card. The fee for the Rental Period will be charged upon receipt of this signed contract. The Rental Period starts on the reservation start date and ends when the equipment is 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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AGREEMENT

This is a contract. The words: "Client," "Customer," "Renter," "Buyer," "You," and/or "Yours" mean 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.

Rental Agreement Acceptance

Customer Acceptance

Name: _____ Date: _____

Signature: _____

Eco Medical Equipment Representative

Name: _____ Date: _____

Signature: _____

Rental Agreement Terms and Conditions

In consideration of the rental of the equipment described by the undersigned (hereinafter referred to as the "Renter") from Eco Medical Equipment named on the 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 the 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



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will contact ECO immediately after receiving the equipment if it is not in good, safe operating 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 take the Equipment onto a plane or remove the Equipment from the Country from 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 damage 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 actions 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: _____