

626 N Thornton Ave Orlando FL 32803 407-540-0079 office 407-540-0977 fax 407-620-3090 cell www.liftchairsorlando.com

## Invoice #\_\_\_\_\_ Rental Agreement

This Rental Agreement is entered into as of the above date by and between House of Health Inc, also known as "Renter" and referred to herein as "Renter" and Rentee with above information referred to herein as "Rentee":

I. This Agreement shall include and be subject to the following terms and conditions

Rentee acknowledges that he has inspected and received equipment as itemized and in good working condition, and that he accepts full responsibility for the return of said equipment in the same condition in which it was received; allowing for normal use and wear; and that he further accepts responsibility for the cost of repairs or replacement necessitated by loss or damage of equipment during this rental period.

Rentee agrees to pay all rental charges incurred from the time said equipment leaves the premises or control of Renter, and for the duration of the rental period, which shall be terminated only upon the return of said equipment to the premises and control of Renter.

Rentee accepts responsibility to report all losses, damages, or malfunctions immediately to Renter, whose sole option it shall be to replace or repair the equipment or to terminate the rental. Any rescindment of rental charges are at the sole discretion of Renter, and are contingent upon immediate notification by Rentee and subsequent verification of any malfunction by Renter. All thefts or losses must be reported to Renter immediately.

Rentee agrees that Renter is free from all losses, costs or liabilities, arising out of the use or because of the use of rented equipment and accepts that in no case shall the responsibility be with Renter.

Rentee agrees to have no repairs performed on rented equipment without the express written consent of Renter.

Equipment rented by Renter may not be used on any abnormal or hazardous situation or taken out of the continental United States. Any deviation from this policy must be approved by Renter in advance.

If any equipment problem is encountered during the rental period the Rentee must notify the Renter immediately. Depending on the problem, the Renter may decide to repair or replace the equipment.

Rental items not returned by rental contract expiration date will be considered missing or stolen unless Rentee obtains from Renter a rental extension, recorded on the contract, prior to the original equipment return date. After that time, any deposit security (e.g. equipment or cash), becomes the property of Renter, and may be used and/or liquidated at its discretion to defray rental charges and/or replacement costs. Any excess of such charges and costs beyond the deposit value shall be owed by Rentee, and no further business with the Rentee shall be allowed until such time as the charges are cleared by full payment.

**II.** Financial Responsibility Rentee agrees that no rental charges paid shall apply towards the purchase, repair or replacement of rental equipment.

Rentee shall pay rent on the equipment at the rate set forth on the reverse side of this contract. Unless arranged otherwise in advance, rentals are due and payable upon pickup of the equipment at the start of the rental period.

• Extended rentals beyond due date will be charged on a daily or weekly basis (unless requested otherwise) commencing with the due date of prior rental contract.

Rentee is responsible for the payment of any and all fees incurred by Renter (i.e. attorney's fees, court costs, transportation, collection costs, etc.) in the recovery or attempt at recovery of rental equipment not returned as agreed.

Renter retains the right to charge Rentee for any concealed damage revealed after Rentee has left the rented equipment with Renter.

If Rentee shall fail to pay when due any rental fees or other amounts required to be paid to Renter, or in a timely manner, perform any covenant, condition or obligation under this contractual agreement, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against Rentee, then Renter may give verbal or written notice to Rentee of termination of this agreement, which right of termination shall be in addition to any other rights of Renter under the law. In the event that such notice of termination is given, Rentee shall immediately return the equipment to the premises of Renter, without further demand or notice, and without court order or legal process. This agreement shall be terminated upon such return of the equipment, but such termination shall not operate to rescind Rentee's obligation to pay all amounts owed to Renter by Rentee.

## **III. Cancellation Policy**

For all orders, if the client cancels the reservation within eight (8) days or more before the service date, the client is entitled to a full refund minus \$30 processing fee.

If the reservation is cancelled within seven (7) days or less, the client will be responsible for 30% of the total amount (minimum \$50.00) cancellation fee.

NO REFUND WILL BE ISSUED FOR EARLY RETURNS.

LIMITATION OF LIABILITY – RENTER MAKES NO WARRANTIES EXPRESSED OR IMPLIED AS TO THE CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER CONCERNING THE EQUIPMENT RENTED UNDER THIS AGREEMENT. RENTER SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF RENTER HAS BEEN NOTIFIED OF SUCH DAMAGES.

By signing this agreement, RENTEE agrees to the above terms and conditions and warrants that the person signing above has full authority to enter into this Agreement and/or sign this Agreement on behalf of a corporate or like business entity.

Rentee SignatureDate	
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