MEDICAL EQUIPMENT RENTAL AGREEMENT

12951 Metro Pkwy
Suite 2
Fort Myers, FL 33966

239-939-9722

(PERSON FINANCIALLY RESPONSIBLE FOR EQUIPMENT) NAME OF RENTER:	
ADDRESS:	
CITY/ STATE/ ZIP:	
PHONE:	EMAIL ADDRESS:

PATIENT INFORMATION (PERSON WHO WILL BE USING THE EQUIPMENT)			
NAME:			
DATE OF BIRTH: / /	HEIGHT: FT IN	CURRENT WEIGHT (LBS.):	

Rental Requirements:
Renter must be a Major Credit Card Holder and sign this Medical Equipment Rental Agreement.

Rental Agreement:
Wholesale Medical Products (WMP) rents to Renter signing this agreement medical equipment subject to all the terms set forth in this Rental Agreement and Renter agrees:

1. The medical equipment is the property of WMP and is in good condition. Renter shall return equipment in the same condition as when received to WMP, at the end of the rental period for inspection, or sooner, upon the demand by WMP. WMP may repossess the medical equipment without demand at any time if it is used in violation of the terms of this agreement.

2. WMP shall not be liable or responsible for the loss of or damage to any property left, lost, damaged, stolen, stored or transported by Renter, its agents, servants, or employees, or any other person on or using the medical equipment, either before or after the return thereof to WMP. Renter assumes all risk of such loss or damage and waives all claims against WMP by reason thereof and Renter agrees to hold WMP harmless from and to defend and indemnify WMP against all claims based upon or arising out of such loss or damage.

3. Renter assumes all risk and liability for any loss, damage or injury, including death, to persons or property of Renter, Patient, or others arising out of the use or operation of the medical equipment.

4. Renter is responsible for the medical equipment and will reimburse WMP, Legal Owner of Equipment, for the full cost of replacement upon demand for any damage, loss, theft, or destruction of the medical equipment. The Renter understands and authorizes that WMP will charge the credit card used for any repair costs or the replacement costs of the medical equipment deemed necessary.

5. The following restrictions are cumulative and each shall apply to every use, operation of the medical equipment. Under no circumstances shall the medical equipment be used, operated by and person: a) under the age of 18; or b) while under the influence of intoxicants or narcotics; or c) in an unsafe manner.

6. Renter/ Patient shall defend, indemnify and hold harmless WMP, all of their agents, officers, servants, and employees from and against any and all losses, liability claims, damages, injuries, demands, actions, and causes of action whatsoever, arising out of or related to any loss, damage or injury claimed by persons that may arise from the use, operation or driving of the medical equipment, provided that such loss or damage was not caused by the fault or gross negligence and willful misconduct of WMP or its employees.

7. Renter assumes all costs and expenses of every kind and nature, including legal fees and disbursements arising out of and in connection with the use or operation of the medical equipment.

8. WMP assumes no liability or responsibility for any acts or omissions of Renter/Patient or of Renter's/ Patient's agents, servants, or employees.

9. Renter shall notify WMP immediately of any and all accidents and damage resulting from the use or operation of the medical equipment.

10. Renter of the medical equipment shall in no event be deemed the agent or employee of WMP in any manner or for any purpose whatsoever.

11. Any individual executing this agreement as Renter in a representative capacity shall be bound personally, jointly and severally, with such fiduciary, corporation or other entity as to all obligations, expressed or implied, arising hereunder.

12. This agreement shall be binding upon the distributees, heirs, and next of kin, executors, administrators and personal representatives of the undersigned Renter.

13. We reserve the right to refuse renting to anyone if deemed necessary due to various reasons.

14. If Renter and or Patient fails to perform any obligation when due under this agreement, or otherwise defaults, WMP has the right to terminate this agreement forthwith by notice to the Renter. Upon such termination, (I) the balance of the Gross Rental Amount will be due and payable immediately and, (ii) WMP has the right, at its option, to take possession of and remove the Equipment from service immediately. Any other damages or amount chargeable to the Renter shall be immediately due upon such termination. If the Equipment is not immediately recoverable, the Renter will immediately forfeit the Stipulated Equipment Value.

15. Renter agrees for the credit card provided to be charged one month's rental, manual card fee (5%), and sales tax (9%), if equipment is not returned prior to due date or monthly rental amount is not received on or before the due date.

16. Renter agrees to pay all costs, expenses, and attorney's fees incurred by WMP in collecting sums due or in regaining possession of medical equipment or in enforcing or recovering any damage, losses or claims against Renter.

17. The additional conditions outlined above have been reviewed and accepted as part of this agreement.

Rental Items:

FIRST DATE OF RENTAL: / /	DATE RETURNED: / /
MONTHLY RENTAL REOCCURRING RE-RENTAL DATE:	DAY OF EACH MONTH

DESCRIPTION OF ITEM RENTED:	EQUIPMENT ID #:	
MONTHLY RENTAL PRICE: $	MONTHLY PAYMENTS UNTIL OWNED:	SECURITY DEPOSIT: $

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MONTHLY RENTAL PRICE: $	MONTHLY PAYMENTS UNTIL OWNED:	SECURITY DEPOSIT: $

Security Deposit (Applicable to Equipment Valued at Over $200):

Prior to taking possession of the Equipment, Renter shall deposit with WMP, in trust, a security deposit **equal to one month's rent** as security for the performance by Renter of the terms under this agreement and for any damages caused by Renter or Renter's agents to the Equipment during the Lease Term. WMP may use part or all of the security deposit to repair any damage to Equipment caused by Renter or Renter's agents. However, WMP is not just limited to the security deposit amount and Renter remains liable for any balance. Renter shall not apply or deduct any portion of any security deposit from the last or any month's rent. Renter shall not use or apply any such security deposit at any time in lieu of payment of rent. If Renter breaches any terms or conditions of this agreement, Renter shall forfeit any deposit, as permitted by law.

If returned equipment appears broken due to misuse, a test and repair charge of $100.00 may be charged for inspection, testing and minor repairs required to return the Equipment to service. This charge will be payable at the end of this agreement. If the Equipment cannot be repaired, the Renter will be notified and will be responsible for the designated replacement cost of the Equipment.

TO BE FILLED OUT BY WMP EMPLOYEE			
(SINGLE REFUNDABLE CHARGE) TOTAL SECURITY DEPOSIT: $	(REOCCURRING CHARGE WITH TAX) TOTAL MONTHLY RENTAL: $	DELIVERY FEE: $	GRAND TOTAL: $
CREDIT CARD #:		CREDIT CARD TYPE:	
EXPIRATION DATE: /	(AMEX IS 4 DIGITS ON FRONT) SECURITY CODE:		
CARDHOLDER'S NAME:			
CARDHOLDER'S DRIVER'S LICENSE STATE & #:			
CARDHOLDER'S BILLING ADDRESS:			

Credit Card Payment Authorization:

By signing this form, I acknowledge that I have read the rental agreement and understand the terms and conditions set forth herein. I also agree to the charges being made to my credit card and understand that if the rented item(s) is not returned on or before the agreed upon MONTHLY RENTAL REOCCURRING RE-RENTAL DATE, additional charges will be incurred. *Payments for monthly rental items will be charged on the re-rental date of each month indicated above until the item is returned.

SIGNATURE: _____

PRINTED NAME: _____ DATE: / /

I authorize WMP to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the goods/services described above, for the amount indicated above only. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form.