



TERMS OF RENTAL AGREEMENT

- 1. Terms of Agreement and Modifications:** This contract contains all of the terms upon which items are leased and supersedes and controls any other contract or proposals written or unwritten given with respect there to unless the terms here of are expressly modified by a later agreement signed by the parties.
- 2. Conditions of Items:** The item(s) must be returned in condition they were received, reasonable wear and tear excepted.
- 3. Lease Period & Re-Stocking:** The lease period begins on the pick-up date specified and ends on the return date. Any rental products that are checked out and subsequently returned to A-1 Medical due to an Order Cancellation or customer "change of heart", will incur a 30% Re-Stocking Fee.
- 4. No Alterations:** There shall be no alterations to any leased items, unless a written consent is obtained.
- 5. No Transfer:** This contract is only for a lease of designated item(s) and no way implies transfer of ownership.
- 6. Return and Termination:** On the termination of this lease all items shall be returned to 7344 Laurel Canyon Blvd. North Hollywood, CA 91605. All items shall be returned in original condition, reasonable wear and tear excepted, and all costs of repair and transportation will be the responsibility of the Lessee, reasonable wear and tear permitted.
- 7. Termination of Lease:** A-1 Medical Integration may terminate this lease at any time for cause upon written notice with an opportunity to cure.
- 8. Rental and Holding Over:** The rental costs end on the return date. If the Lessee does not return items after such date, rent shall be paid weekly in advance at the same rate at which the original rental cost was computed.
- 9. Deposits:** All deposits received by A-1 Medical Integration shall be held as security for the performance of the lessee's agreements and will be used to cover any obligations and/or damages to leased item(s) while in the lessee's care, custody and control. In the event deposit amount exceeds obligations, A-1 shall return within 48 hours of return of leased items.
- 10. Replacement Costs:** In the event the leased item(s) are damaged by lessee beyond repair, replacement costs are always charged in addition to rental and/or any other costs. Rental amounts are never credited towards replacement costs. Replacement cost will be discussed with lessee prior to replacement.
- 11. No Assignment:** Only the Lessee has the right to use leased item(s), and does not have the authority to assign this contract or any of its rights or obligations. Lessee shall not loan, rent, or sublease the equipment nor allow any third party to use the equipment.
- 12. Indemnification:** Lessee is responsible for any and all reasonable costs, expenses, suits, liabilities, damages or third-party claims for damages, including, but not limited to, those arising out of any injury or death to any person(s) or damage to any property, unless caused by negligence or misconduct or breach of contract of A-1 Medical. In regard to rental/sale of certain medical equipment, including, but not limited to scalpels, needles, surgical instruments, Lessee acknowledges that the activities surrounding their use are inherently hazardous and the lessee assumes any and all risks associated with their use.
- 13. Insurance:** The Lessee and NOT A-1 Medical Integration is responsible for public liability, property damages, and worker's compensation insurance.
- 14. No Warranty or Guarantee:** In addition, A-1 Medical Integration offers no warranty or guarantee, express or implied, for the actual serviceability or condition of said items.
- 15. Interest:** Any balance not paid in full by the payment due date will be charged a late penalty of 2% per month or fraction thereof (22% annual percentage rate).
- 16. Collection Costs and Attorney Fees:** If the services of an attorney are required, for any reason arising from this agreement, the lessee must pay all reasonable costs of collection incurred by A-1 Medical Integration including but not limited to investigations, court costs, collection agency costs, and/or reasonable outside attorney fees, unless caused by A-1 Medical Integration.
- 17. Use of equipment:** All rental products must be used in a neutral or positive manner or in a matter reasonably consistent with their intended use.
- 18. Rights of Use:** Lessee has the irrevocable, perpetual right to photograph the rented item(s) and to use the photography in all media, now known or hereafter devised, including but not limited to using in and in connection with the production listed below and the distribution, exhibition, broadcast, publicity, promotion, advertising and other exploitation thereof.

I agree to the terms and conditions listed above.

Signature: _____ Print Name: _____ Title: _____

Name of Production: _____ Production Type: _____ Date: _____