

## LASER RENTAL AGREEMENT

OWNER: Toni Horsley, Company Director, Equine Bodyworx Pty Ltd

RENTER: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ STATE \_\_\_\_\_ P/C \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Driver's Licence number: \_\_\_\_\_

Name on Card: \_\_\_\_\_ Number: \_\_\_\_\_

Mastercard/Visa (circle) Expiry Date: \_\_\_\_/\_\_\_\_ CVV: \_\_\_\_\_

### EQUIPMENT RENTED

1. SPECTRAVET VETERINARY LASER 2000 MULTI PROBE & CABLE
2. ZEUS CONTROL UNIT
3. LEATHER CARRY BAG,
4. POWER CHARGER,
5. INSTRUCTIONAL BOOKLET
6. SAFETY GLASSES

### RATES

\$25 per day plus GST or \$150 per week plus GST if longer than 7 days

3 months and greater by negotiation

COMMENCEMENT DATE: \_\_\_\_\_

## RENTAL TERMS AND CONDITIONS

1. The RENTER shall keep and maintain the rented equipment during the terms of the rental at his own cost and expense. He shall keep the equipment in a good state of repair.
2. The RENTER shall pay the OWNER full compensation in the sum of five thousand five hundred dollars (\$5,500) for replacement and/or repair of any equipment which is not returned because it is lost or stolen or any equipment which is damaged and in need of repair to put it into the same condition it was in at the time of rental. The OWNER's invoice for replacement or repair is conclusive as to the amount RENTER shall pay under this paragraph for repair or replacement.
3. The OWNER will give the RENTER instructions on how to use the equipment safely and appropriately and takes no responsibility for injury or damage to any animal or human which the laser is used on.
4. The RENTER releases the OWNER from any liability in the event of injury or damage as a result of over-use or mis-use of the equipment.
5. The equipment shall be either delivered to the RENTER or collected from the OWNER and returned to OWNER or an agent appointed by the OWNER at the RENTER's risk, cost and expense. If a periodic rental rate is charged by OWNER, rental charges are billed to the RENTER for each period or portions of the period from the time the equipment is delivered to RENTER until its return.
6. If a term rental rate (3 months or greater) is charged by OWNER, rental charges are billed to the RENTER for the full term even if the equipment is returned before the end of the term. If the equipment is not returned during or at the end of the term, then the rental charges shall continue on a full term basis for any additional term or portion thereof until the equipment is returned.
7. Payment is to be made with seven (7) days of the return of the equipment by the RENTER to the OWNER. If payment is not made within this time period the OWNER will charge the full rental amount to the RENTER's credit card in addition to a fee equal to 3% of the overall rental fee.
8. No allowance will be made for any rented equipment or portion thereof which is claimed not to have been used. Acceptance of returned equipment by OWNER does not constitute a waiver of any of the rights OWNER has under the rental agreement.
9. The RENTER shall allow OWNER to enter RENTER's premises where the rented equipment is stored or used at all reasonable times to locate and inspect the state and condition of the rented equipment. If the RENTER is in default of any of the terms and conditions of this agreement, the OWNER, and his agents, at the RENTER's risk, cost and expense may at any time enter the RENTER's premises where the rented equipment is stored or used at all time and recover the rented equipment.
10. The RENTER shall not pledge or encumber the rented equipment in any way. The OWNER may terminate this agreement immediately upon the failure of RENTER to make rental payments when due, or upon RENTER's filing for protection from creditors in any court of competent jurisdiction.
11. The OWNER makes no warranty of any kind regarding the rented equipment, except that OWNER shall replace the equipment with identical or similar equipment (provided that one is available at the time) if the equipment fails to operate in accordance with the manufacturer's specifications and operation instructions. Such replacement shall be made as soon as practicable after RENTER returns the non-conforming equipment.
12. If the OWNER is unable to replace the faulty equipment, no fee will be charged and the RENTER must return the equipment at the RENTER's expense.
13. The RENTER indemnifies and holds OWNER harmless for all injuries or damage of any kind for repossession and for all consequential and special damages for any claimed breach of warranty.

14. The RENTER shall pay all reasonable solicitor and other fees, the expenses and costs incurred by OWNER in protection its rights under this rental agreement and for any action taken. The OWNER is to collect any amounts due the OWNER under this rental agreement.
15. These terms are accepted by the RENTER upon delivery of the terms to the RENTER or the agent or other representative of the RENTER.

SIGNED: \_\_\_\_\_ RENTER

DATE: \_\_\_\_\_