

Gear Wash, LLC - Turnout Equipment Rental Agreement

Turnout Equipment Rental Agreement

CUSTOMER

Date: _____
Organization: _____
Contact: _____
Title: _____
Address: _____
City: _____
State: _____
Phone: _____
Email: _____

Credit Card #: _____
Expires: _____
Billing Address: _____
Driver License #: _____
State Issued: _____

Rental Period

Start Date: _____
End Date: _____

Signature: _____
Date: _____

RENTAL TERMS AND CONDITIONS

IN WITNESS hereof, Gear Wash, LLC (the "Company") and the Customer listed above has executed this Agreement on this day and year first above written.

1. AUTHORIZATION: The Customer's signature listed above hereby authorizes the Company to debit my credit card account listed above for any and all repairs, late fees, shipping fees or payments due under this Agreement. My signature also affirms that I agree to all the terms of this Agreement, and will return all rented Turnout ensemble equipment (the "Equipment") per the quotation and terms of this Agreement.

2. TERM. This rental Agreement shall extend for the period of training commencing on the date of execution of this Agreement. All rental fees and shipping charges are NON-REFUNDABLE and ALL RENTAL SALES ARE FINAL.

3. RENTAL. This rental Agreement shall pay to the Company, rental fees for the period ending seven (7) business days from completion of rental period. If the Equipment listed above is not returned within seven business days from completion of rental period, then late fees, repair and replacement costs will be charged per paragraph four (4) of this Agreement.

4. LATE, REPAIR, AND REPLACEMENT FEES. Customer agrees that the Company shall be entitled to a late fee of charge of \$30.00 plus \$5.00 per day for each day Equipment listed above is not returned to the Company within seven business days from completion of the rental period. The Company shall charge any fees, including late, repair, replacement fees to the credit card listed above. Replacement fees shall be as follows: Turnout Coat: \$850.00; Turnout Pants: \$800.00; Helmet: \$185.00 and Boots: \$150.00. All Equipment replacement costs are subject to change without notice.

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5. ACCEPTANCE. The Customer acknowledges that he/she has fully inspected and accepted the equipment listed above in good condition and repair and further acknowledges they have read and understands the terms and conditions of this Agreement. All Equipment meets NFPA standards for the year of Equipment manufacture. NO REFUNDS will be provided if gear is rejected by a school or instructor. The Company will replace the Equipment at the Company's discretion.

6. CUSTOMER. The Customer agrees that the Company may charge late fees, repair, shipping and/or replacement fees to the Visa or MasterCard listed above.

7. OWNERSHIP. The Equipment listed above is and shall at all times remain the sole and exclusive personal property of the Company and/or its partners and affiliates. The Customer shall have the right to use the Equipment except as expressly set forth in this rental agreement.

8. USE. The Equipment listed above shall be used only for the purpose of training in a manner for which it is intended and for no other purpose.

9. REPAIR & LOSS. During the term of this rental Agreement the Customer shall bear the expense and cost of any loss, damage, or destruction to the Equipment listed above howsoever caused and the Customer shall at his/her own expense keep the Equipment listed in this agreement in good and workable condition and shall notify the owner of any repairs needed in a timely manner. All repairs of whatsoever nature and kind shall be made by the Company, its partners and affiliates at the Company's place of business or by such persons as may be approved in writing by the Company, and in any event, the cost of all such repairs shall be paid by the Customer on the credit card listed in this Agreement or any other credit card customer chooses within ten (10) days of the date of return to the owner for such repairs. Customer may not be notified of these charges in advance of Company charging customers' card. Company is NOT responsible for any bank fees related to these charges.

10. CANCELLATION. The Customer shall have the right to cancel this rental Agreement at any time during the term hereof, on the following conditions: a) the Equipment listed above shall be returned forthwith to the Company at the address listed below, with all shipping and/or postage charges and insurance prepaid. b) The Equipment listed above shall be returned in good and workable condition with reasonable wear and tear only accepted. c) The Customer shall pay the cost of any repairs to the Equipment listed above which the Company, in its sole opinion, deems necessary to place the gear in a good and workable condition. **NO REFUNDS** will be due or credit given for future rental Agreements.

11. SURRENDER. The Customer agrees to surrender the Equipment listed above in as good order as received by Customer on date listed above at the end of the rental agreement, subject to normal wear and tear, or Customer shall pay for the loss or repairs. If in the event that litigation becomes necessary to fulfill the terms of this Agreement, Customer agrees to pay all costs, both legal and extralegal that the Company may incur in recovering the Equipment listed above. Customer agrees to notify the Company in case of any changes to the above information as entered by Customer. Upon the expiration of the term of this rental Agreement, the Customer shall deliver the Equipment listed above to the Company at the noted address with all shipping and/or postage charges and insurance prepaid. **EQUIPMENT RETURNS WILL ONLY BE ACCEPTED BY TRACKABLE SHIPPING** to or dropped off at the following address: Gear Wash, LLC, 657 S. 72nd Street, Milwaukee, WI 53214.

12. DEFAULT. If the Customer shall default in the payment of repair or replacement cost as hereinbefore provided or if the Customer attempts to remove or sell or part with possession of the Equipment listed in this Agreement, then, and in either such event, the Customer shall, upon the demand of the owner, forthwith deliver the Equipment listed above to the Owner at the cost and expense of the Customer to such place as the Company shall designate, and/or the Company may without notice to the Customer enter upon any premises of the Customer and repossess the Equipment listed above and thereafter the Customer shall be responsible for the cost and expense of the Company taking possession, reconditioning and selling or otherwise disposing of the Equipment listed above.

13. PURCHASE OPTION. The Customer will have no option to purchase the Equipment listed above.

14. ASSIGNMENT. The Customer shall not assign the rental Agreement or the interest of the Customer hereunder without the prior written consent of the Company, and neither this rental Agreement for any interest therein is assignable or transferable by operation of the laws of the State of Wisconsin.

15. INTERPRETATION. This Agreement is a rental Agreement only and the Customer shall not have or acquire any right, title or interest in the Equipment listed above.

16. NOTICES. Service of all notices under this rental Agreement shall be sufficient if given personally or mailed to the Company at its respective address, or at such address as Company may provide in writing from time to time. Mailing address: Gear Wash, LLC, 657 S. 72nd Street, Milwaukee, WI 53214.

END