

Express Medical Supply, Inc.
 3551 Georgia Ave. NW
 Suite #1
 Washington, DC 20010
 P 1-866-691-3511 F 202-315-5848
 www.expressmedicalonline.com

**RENTAL AGREEMENT
 AND RELEASE**

Renter's Name		Renter's Phone	
Renter's Birth Date		Renter's Email	
Renter's Address			

Express Medical Supply, Inc. agrees to rent the following equipment to Renter, upon the condition that Renter agrees to all terms and conditions set forth below (including the release of claims) and evidences that agreement with his/her signature below.

Equipment ID#	Equipment Color

The Equipment shall be rented for the time period and hourly rate specified as follows:

OFFICE
 USE
 ONLY

}	Time Out		Time Back (Scheduled/Actual)	
	Daily/weekly/monthly Rate		Total days/weeks/month	
	TOTAL RENTAL AMOUNT		SECURITY DEPOSIT DUE	

 Company Rep
 Initials

READ THE FOLLOWING SECTIONS FULLY AND CAREFULLY PRIOR TO SIGNING. THIS IS A LEGALLY VALID AND BINDING OBLIGATION TO RELEASE COMPANY FROM ALL KNOWN AND UNKNOWN OBLIGATIONS, AND TO INDEMNIFY COMPANY AGAINST CLAIMS BROUGHT AGAINST IT BASED UPON YOUR USE OF THE EQUIPMENT. THIS INSTRUMENT AFFECTS IMPORTANT LEGAL RIGHTS.

Release and Waiver of Claims.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged Renter does hereby remise, release, and forever discharge Express Medical Supply, Inc., Company's agents, servants, successors, heirs, executors, administrators and personal representatives, of and from all, and all manner of, actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity, which Renter ever had, now has, or which Renter's heirs, executors, administrators or personal representatives hereafter can, shall, or may have for or by reason of any matter, cause, or thing whatsoever arising out of this Agreement; out of the use (misuse, or abuse) of the Equipment; or in any way arising out of the rental relationship between Renter and Company.

Indemnification

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Renter hereby expressly agrees to indemnify and hold harmless Company, Company’s agents, servants, successors, heirs, executors, administrators and personal representatives against all suits, actions, claims, demands, or damages that arise out of Renter’s use, misuse or abuse of the Equipment.

Terms and Conditions

1. Assumption of Risk. Renter acknowledges that the activities for which the Equipment is designed include inherent dangers, including the risk of bodily injury and/or death. Renter assumes and accepts all risks associated with the use of the Equipment.

_____ Renter Initials

2. Acceptable Use. Renter agrees and acknowledges that he/she will be the sole operator of the Equipment, and will use the Equipment in a careful, safe and conscientious manner. Renter shall at all times observe and adhere to any rules and guidelines posted by Company, and any applicable laws or regulations.

3. Prohibited Activities. Renter shall not violate any of the following rules and regulations during his/her operation of the Equipment:

- There are **no passengers** permitted on the Equipment.
- There is **no smoking** while on the Equipment.
- There are **no alcoholic beverages** permitted while using the Equipment.

4. Unsafe Use. If at any time Company determines that Renter has engaged in an unsafe or hazardous use of the Equipment, Company may immediately terminate the rental. Upon notification of termination, Renter must return the Equipment to the designated return area immediately. If the rental is terminated for unsafe or hazardous use, Renter will not be

refunded his/her security deposit. Company shall determine, in its sole discretion, whether any behavior or activity is “unsafe or hazardous.”

5. Condition of Equipment upon Return. The Renter shall return the Equipment to the designated return area clean and in the same condition as it was in when given to Renter, excepting ordinary wear and tear. Renter shall be responsible for any damage caused to the Equipment during the rental period. Company shall retain any portion (or all) of Renter’s security deposit as necessary to cover repairs for such damages. To the extent that damages to the Equipment exceed the amount of the security deposit, Renter shall be billed by Company for the full amount of damages caused by Renter during the rental period, including reasonable attorney’s fees.

6. Important information. The Equipment remains the property of Express Medical Supply at all times. Monthly, weekly, or daily rent is payable in advance. No refund will be given for prepaid reserved Equipments and returned Equipments prior to the expiration period. Equipments not returned by due date will be renewed and charged for an additional rental period. In case you wish to purchase the Equipment, you must notify us with in thirty days from the date you have rented the Equipment in order to receive the full credit for the rental amount. Otherwise, you will be charged full rental amount and full purchase price.

Renter has read and understands all of the terms, conditions and rules set forth above, and agrees to all terms without reservation.

RENTER
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <i>Signature</i>

<hr/> <i>Print Name</i>
<hr/> <i>Date</i>