

ASPEN MEDICAL
SUPPLY, INC.



250 E. Dry Creek Road, Suite 114
Littleton, CO 80122-2625
Phone 720-322-0101
Fax 720-322-0111
www.aspenmedicalsupply.com
email: info@aspenmedicalsupply.com

Rental Agreement

DELIVERED _____ Height _____

PICKED UP _____ Weight _____

Customer Name _____

Date Rented _____ Date to be Returned _____

Delivery Location _____

Return Location _____

Address _____

City, State, Zip Code _____

Phone # (1) _____ (2) _____

Email _____

Product Description _____

Serial # (if applicable) _____

Prescription for Oxygen _____ Pulse/Continuous _____ Liters Per Minute _____

Customer Signature: _____ Date: _____

NO SMOKING WHILE ON, IN OR AROUND EQUIPMENT. A MINIMUM CHARGE OF \$75 WILL BE INCURRED IF EQUIPMENT IS EXPOSED TO SMOKE
NOTES: _____

Name on Credit Card _____

Credit Card Number _____

Expiration Date _____ Zip Code on CC Bill _____ CVC CODE _____

****SEE REVERSE SIDE FOR TERMS OF RENTAL AGREEMENT**



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Terms of Rental Agreement

1. **These Terms and Conditions**, the rental document signed by you, and a return record with computed rental charges together constitute the rental agreement between you and Aspen Medical Supply.
2. **I rent from you the equipment** described on the rental document and I agree to its terms and to the terms below and on the other panels of this rental document provided any such term is not prohibited by the law of a jurisdiction covering this rental in which case such law controls. I, Me and my refer to the person who signs and is mentioned on this agreement, you and your refers to Aspen Medical Supply.
3. **When I'll Return The Equipment**. I'll return the equipment on the date indicated on the rental document. I'll return it sooner on your demand.
4. **Where I'll Return the Equipment**. The equipment will be returned to the agreed return location named on the rental document. A rate change or special charges may apply if returned to a different location. I will pay for any and all charges of getting the equipment returned to your location when I return the equipment to a different location than I have agreed to on this rental document.
5. **Rental Charges**. I will pay for the length of time I rent the equipment at the time indicated on the rental document. The minimum charge is one day (24 hours). Daily charge applies to consecutive 24 hour periods starting at the hour and minute the rental begins. I'll pay charges for miscellaneous services which apply to the rental. If returned late the amount of _____ will be charged.
6. **Taxes**. I'll pay all sales, use, rental, and excise taxes-related surcharges.
7. **Damage/Loss To The Equipment. NO SMOKING WHILE ON, IN OR AROUND EQUIPMENT. A MINIMUM CHARGE OF \$75 WILL BE INCURRED IF EQUIPMENT IS EXPOSED TO SMOKE.** I owe for all loss or damage due to the equipment regardless of fault (unless ordinary negligence is prohibited by law.) Whether due to collision, vandalism or any other cause except accidental fire or explosion, or natural causes. If the equipment is stolen or damaged, I'll pay its retail fair market value before theft or damage less salvage, unless Aspen Medical Supply repair costs plus the diminution of the equipments value after repairs is less and you are not required by law to salvage the equipment, in which case I'll pay the latter amount. I'll also pay loss of use based on reasonable downtime or a specified by law. Plus a reasonable administrative fee determined by you or specified by law (except for the theft where the equipment is not recovered). All of which are also part of the "loss". I'm responsible for the loss if I or an additional user authorized or not abuse the equipment or violate prohibited use or operation; 2) operate equipment recklessly or while under the influence of alcohol or a controlled substance 3) fail to promptly report an accident to police and Aspen Medical Supply 4) fail to complete an accident report; 5) obtained the equipment through fraud or misrepresentation; or 6) use the equipment for an illegal purpose. If my responsibility for loss or damage is covered by my own insurance or my charge card issuer, I will identify my insurer and policy number or card issuer and its insurer. I authorize you to collect the loss directly from the insurer. I authorize you to collect the loss from a third party responsible for the damage. You will refund any sum you collect above the loss.
8. **Special Charges**. If I represent I'll return the equipment to another location, I may have to pay "pickup and/or delivery fee" shown on the rental document. If I return the equipment to a location different from agreed return location without your written permission, I will pay an "unauthorized return location fee" minimum fee is \$75. If this fee is higher by multiplying normal mileage rate by distance between renting location and actual return location, I will pay a higher fee. I will pay a reasonable fee for cleaning the equipment upon return for excessive stains, dirt or soilage attributable to my use.
9. **Error In Rental Charges**. The charges shown on the return record are not final and are subject to recalculation. I will pay any under-charges and I will receive a refund for any overcharges you discover on review.
10. **Prohibited Use of the Equipment**. I will not use or permit the equipment to be used in a manner that is not consistent with its original design. I acknowledge that I have been properly instructed in the use of rented equipment. A violation of this paragraph automatically terminates my rental, makes me liable to you for all the penalties, fines, forfeitures, liens and recovery and storage costs, including all related legal expenses.
11. **Indemnification**. I agree to indemnify you for any loss, liability and expense that you incur arising out of the use of the equipment which results from any unauthorized use or prohibited operation of the equipment. In consideration for the acceptance of this contract made the date herein stated by the aforementioned, I understand and agree that except in the event of Aspen Medical Supply gross negligence, I accept full responsibility for bodily injury, property damage, death, medical and other financial loss expenses to include, but not limited to, the time lost from school or work or disability, which are sustained by any administrators, and assigns, do hereby release and discharge Aspen Medical Supply, and its respective servants, agents, officers and all other participants of and from all claims, demands, actions and causes of action for same injuries, damages and death and also for bodily injury and/or property damage, and to death of others which you may cause should you not act in a prudent and cautious manner at all times. I further agree to indemnify Aspen Medical Supply for any and all costs including reasonable attorney's fees, incurred in defending against any claims. Only the persons named above may use the equipment. I have read the rules, which form this contract, and agree to abide by them.
12. **Repossessing The Equipment**. You can repossess the equipment anytime it is found being used in violation of the law or the terms of this agreement, or appears to be abandoned. You can also repossess anytime you discover I made a misrepresentation to obtain the equipment. You need not notify me in advance.
13. **Collections**. All charges, fees, and expenses, including payment for loss of or damage to the equipment, are due at your demand. If I do not pay all charges when due, I agree to pay a late charge of 1 ½ per month, or as permitted by law on the past due balance. I will pay any collection costs, including a service charge for any check which is not honored by a financial institution and your reasonable attorney's fees. If I don't pay any amount when due, if the law permits, you may contact me or my employer at my place of business about payment.
14. **Charge Card Reserve**. I have been informed that my credit, up to an amount of the estimated total charges due under this agreement, based on my representation about this rental, may be set aside or reserved by the charge card issuer whose card I present in payment of my bill. I consent to the reservation or setting aside of that amount.
15. **Property left in/on the Equipment**. You are not responsible for loss of or damage to any property left in or on the equipment, on your premises, or received or handled by you, regardless of who is at fault. I'll be responsible to you for claims by others for loss or damage.
16. **Meaning of Equipment**. The word "equipment" in this agreement means the equipment rented or its replacement.
17. **Changes**. Any change in this rental agreement or your rights must be in writing and signed by your president or a vice president.
18. **Purchase of Rental Equipment**. Customer may purchase rental equipment. A 100% credit of the rental amount will be applied to the purchase price if bought within 15 days of rental. Thereafter a credit of 50% of the purchase price will applied with a maximum of 3/4 of the value of the equipment.