

## OXYGEN CONCENTRATOR RENTAL AGREEMENT

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### **SECTION 1: RENTAL**

Aviation Mobility, LLC ("Aviation Mobility") agrees to rent to Customer and Customer agrees to rent from Aviation Mobility the Standard Equipment as defined hereunder, and except as otherwise provided herein, will continue until the end of the Effective Dates of Rental. The Customer agrees to use the Standard Equipment as directed by Aviation Mobility.

The Standard Equipment as defined below has been or will be provided to Customer as part of this Agreement. Proof of delivery and return will be provided for by both parties through execution of a delivery receipt or signed delivery via common carrier such as UPS, FedEx or other.

If additional equipment or accessories are provided or selected by customer, the additional equipment shall hereafter be included as Standard Equipment and customer will pay additional rental charges as noted hereunder.

Standard Equipment as defined herein shall consist of:

- ☞ Carry Case
- ☞ A/C & D/C Chargers
- ☞ Sequal Eclipse™ rentals will include three (3) rechargeable batteries
- ☞ Respironics Evergo™ rentals will include two (2) rechargeable batteries
- ☞ User's Guide and Quick Start Sheet
- ☞ Rolling Cart
- ☞ Finger Pulse Oximeter
- ☞ Input Filters

Additional equipment, which if chosen by Customer shall be considered Standard Equipment, available for Rental includes:

- ☞ Rechargeable battery (an additional fee of \$30 per additional battery per week will be assessed)

The Customer hereby acknowledges the stipulated value of the Standard Equipment is \$4,950.00. Customer may, for an additional fee of \$89.00 per week, (not including a \$490.00 deductible) purchase optional insurance coverage for loss, theft, damage and damage beyond repair. Please indicate below if you wish to add insurance to your rental.

**Yes**, I wish to add optional Standard Equipment insurance to my rental. I understand I will be charged an additional \$89.00/week with a \$490.00 deductible.

**No**, I do not wish to add Standard Equipment insurance to my rental. I understand and agree to be held fully liable for the replacement and/or repair of the Standard Equipment in the event of loss or damage.

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**SECTION 2: TERMS & PAYMENTS**

The term of this Agreement begins on the Effective Date and except as otherwise provided herein will continue until the Standard Equipment is returned to Aviation Mobility. Rental is considered to begin as of the Customer's first date of travel and is considered to end when Aviation Mobility receives the Standard Equipment back in its offices. The pick up of Customer's rental is ultimately the Customer's responsibility.

Should Customer cancel within 7 days of scheduled shipment, Customer will be assessed a cancellation fee of 50% of the Rental charges. In the event Customer cancels a reservation after shipment of the Standard Equipment has occurred, the Customer shall continue to pay the applicable, full Rental charges as originally agreed.

Customer agrees to pay applicable rental charges and any other applicable fee(s) in advance of shipment of the Standard Equipment to Customer's designated shipping address. Pursuant to the Security Reserve ("Reserve") referenced below, the Customer hereby agrees to the acquisition of this Reserve by signing this Agreement. The Customer will return the Standard Equipment at the end of the Rental Term and will pay an equivalent daily rental rate based upon the applicable rental rates for anytime after the Rental Term. The Customer shall remain bound by the obligations contained herein until the Standard Equipment and any other rented accessories are received by Aviation Mobility in good, operable condition.

A Reserve against the Customer's credit card may be made as stated above on or before the Rental Term. This Reserve will be maintained by Aviation Mobility and will be applied against any default of Customer, either payment for Standard Equipment rental, damage or loss of the Standard Equipment or any other payment which may be due by Customer to Aviation Mobility. Upon payment of all charges by Customer, the Reserve amount will be released from the Customer's credit card. Aviation Mobility requires \$ 2,500.00 as the Reserve.

If, upon return, the Standard Equipment or other rented accessories appear to be broken due to misuse, a test and repair charge of \$45.00 may be charged for the inspection, testing and minor repairs required to return the Equipment to service. This amount may be chargeable to the Customer for up to five (5) business days after receipt of the returned unit by Aviation Mobility. If such Standard Equipment cannot be repaired, the Customer will be notified and will be responsible for the designated replacement cost of the Standard Equipment.

In addition to the applicable equipment rental charge and salient transportation charges, the Customer also agrees to be charged for any additional equipment rented pursuant to this Agreement and any associated shipping. The Customer hereby agrees to pay Aviation Mobility any shipping costs for delivery of the Standard Equipment to the Customer and the Customer will pay for shipping costs to return the Standard Equipment to Aviation Mobility's designated location. Aviation Mobility will make every effort to utilize the closest shipping point to the Customer in order to minimize these shipping related fees.

Any incurred duties, taxes, fees, assessments, permits or registration fees associated with the shipment, use of and rental of the Standard Equipment is the sole responsibility of the Customer.

Aviation Mobility will verify your credit card has sufficient credit available prior to confirmation of your reservation. Aviation Mobility will bill your credit card no earlier than two (2) days prior to shipment of the Standard Equipment.

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**SECTION 3: EQUIPMENT USE**

Customer shall be responsible for obtaining any license, permit or permission from any governmental or regulatory agency which may be necessary for the operation of the equipment. The Customer will exercise due care in and will permit only qualified personnel to use and operate the Standard Equipment and such use and operation shall be only according to the written instructions provided to Aviation Mobility. Customer will not use or operate the Standard Equipment in any illegal manner or for any illegal purpose nor in violation of any law, ordinance or regulation. The Customer will keep Aviation Mobility advised of the changes to the Standard Equipment's condition. The Customer will permit Aviation Mobility or its specified representative to inspect the Standard Equipment during the Term of this Agreement at any reasonable time.

Aviation Mobility warrants that each item of Standard Equipment and related accessories will be suitable for normal operation and use at the time of shipment. Aviation Mobility makes no other representation or warranty of any kind, expressed or implied, written or oral, as to any matters whatsoever. Aviation Mobility disclaims any and all implied warranties of merchantability, or fitness for any particular purpose.

Customer acknowledges that Aviation Mobility is and shall remain the owner of the Standard Equipment until title is conveyed to the Customer by a separate sale agreement. Customer will protect Aviation Mobility's ownership rights against claims, liens and other encumbrances by Customer's creditors or other claimants against Customer. Customer will not remove, obliterate or obscure any markings or labels which identify Aviation Mobility as the owner of the Standard Equipment.

Customer will execute and deliver to Aviation Mobility documents and forms which are reasonably necessary or desirable to protect Aviation Mobility's ownership and interest in the Standard Equipment as provided by Aviation Mobility.

**SECTION 4: INSURANCE, MAINTENACNE & INDEMNIFICATION**

Aviation Mobility does not insure the equipment during the period it is rented to the Customer. The Customer may elect to obtain, at an additional fee, insurance covering the Standard Equipment during the term of the rental. Optional Insurance coverage excludes loss due to shipping error or loss due to confiscation of Standard Equipment by foreign government officials. Aviation Mobility reserves the right to refuse insurance coverage in the event the equipment would be transported to an area of 'high risk'. 'High risk' is determined in Aviation Mobility's sole discretion.

Customer will bear responsibility for all malfunctions, failures, damage to or loss of equipment, except to manufacturing defects and normal wear and tear as covered herein. In the event of any such damage or loss, Customer will give immediate notice thereof to Aviation Mobility and Customer will elect one of the following options:

- (a) Repair of Equipment: Customer may request Aviation Mobility to repair or replace the damaged or lost equipment and pay Aviation Mobility the cost of such repair or replacement. Rental charges and any other obligations of the Customer shall continue until unit is fully repaired or replaced. In the event Aviation Mobility is unable to repair the Standard Equipment, then option (b) as stated below shall automatically apply.
- (b) Replacement Unit: Customer shall pay Aviation Mobility an amount equal to the stipulated Standard Equipment Value or fraction thereof for the damaged or lost equipment. Rental charges and any other obligations of the Customer shall continue until the payment is made in full. Following receipt of payment, this Agreement will terminate as to the Standard Equipment involved.

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In any case, the amount to be paid to Aviation Mobility shall be reduced by any applicable insurance proceeds paid to Aviation Mobility pursuant to this Agreement.

Aviation Mobility, or its authorized agent(s), will be the exclusive source to maintain the Standard Equipment and will maintain the Standard Equipment in operational condition. Customer will deliver the Equipment to Aviation Mobility or its agent for maintenance and Customer will pay all costs for shipment to Aviation Mobility or its specified agent for maintenance and any loss or damage during transportation. Aviation Mobility or its agent will return the Standard Equipment to the Customer and shall be liable for any loss or damage during transportation. Such maintenance will be provided without charge to Customer when the result of malfunctions and failures due to manufacturing defects. Maintenance required for other malfunctions and failures or damage such as caused by improper power source, abuse, accident, improper operation or abnormal conditions of operation is covered under Section 8. If the Standard Equipment is used overseas and consistent power supply is not available, then Customer provided auxiliary power source should be considered.

When available, and requested by the Customer, a replacement unit may be shipped to the Customer's specified location. In such a case, the Customer will pay for the transportation and labor costs of Aviation Mobility or its authorized agent(s) according to mutually agreed upon rates.

The customer will not open the Standard Equipment electronics or enclosure housing, alter or repair or permit the alteration or repair of the Standard Equipment, or make any attachments or modifications thereto, with the prior written approval of Aviation Mobility.

In no event will Aviation Mobility be liable to the Customer for any indirect or consequential damages however caused, whether by gross negligence or otherwise.

The Customer agrees to protect, indemnify and hold harmless Aviation Mobility from and against all claims, damages and costs including legal expenses arising out of the Customer's use of the Standard Equipment.

**SECTION 5: DEFAULT**

If Customer fails to perform any obligation when due under this Agreement, or otherwise defaults, Aviation Mobility has the right to terminate this Agreement by notice to the Customer. Upon such termination, the balance due by Customer to Aviation Mobility will be due and payable immediately. Additionally, Aviation Mobility reserves the right to take possession of and remove the Standard Equipment from the custody of the Customer immediately. Any damages or amount chargeable to the Customer shall be immediately due upon such termination. If the Standard Equipment is not immediately recoverable, the Customer will forfeit the Stipulated Equipment Value.

**SECTION 6: GENERAL**

The Customer shall not reassign this Agreement and the rights and obligations created hereunder without prior written consent of Aviation Mobility.

All notices and other communications required or permitted to be given under this Agreement will be in writing and will be effective when delivered personally, when sent by confirmed facsimile, US Mail or certified courier addressed to the parties at their respective address set forth in this Agreement, unless by such notice a different person or address has been otherwise designated.

Under no circumstance will Customer be granted credit for unused time or early return of Standard Equipment as it pertains to the effective date of rental.

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The Customer will not divert, export or re-export the Standard Equipment to any country contrary to U.S. export policies and regulations.

If Aviation Mobility's performance of any obligation hereunder is delayed due to reasons beyond Aviation Mobility's reasonable control, including Acts of God, the time for performance of such obligation will be postponed for a period equal to the number of days of such delay. In no event will Aviation Mobility be liable for any damages resulting from the delay or failure of delivery of any Standard Equipment or any delay in performance of any maintenance.

This Agreement supersedes all prior and contemporaneous agreements and representations made with respect to the same subject matter, and is the entire Agreement between the parties.

In the event any one or more provisions contained in this Agreement should, for any reason, be held to be unenforceable in any respect under the laws of the state of California, or the United States, unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such unenforceable provision had not been contained herein.

All questions concerning the validity, operation, interpretation and construction of this Agreement will be governed by and determined in accordance with the laws of the state of California.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy hereof.

The parties agree to perform all acts and execute all supplementary instruments or documents, which may be necessary or desirable to carry out the provisions of this Agreement.

AGREED TO BY:

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Customer Name Printed

\_\_\_\_\_  
Customer Phone

\_\_\_\_\_  
Customer Address

**FOR INTERNAL USE ONLY / DO NOT SIGN OR COMPLETE THIS SHADED AREA**  
**PROCESS CHECKLIST:**  
Initials / Item  
\_\_\_\_\_  
Doctor Prescription  
\_\_\_\_\_  
Signed Contract (All Pages Initialed/Signed)  
\_\_\_\_\_  
Passenger Intake Information

**ALL PAGES MUST BE SIGNED AND/OR INITIALED AND RETURNED TO AVIATION MOBILITY**

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