

## Mobility Equipment Rental Agreement

### Renter

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

City/Province/Postal code: \_\_\_\_\_

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

Email address: \_\_\_\_\_ for confirmation purposes

Contact me about purchasing the equipment I am renting (Y/N) \_\_\_\_\_

Rental period: From \_\_\_\_\_ To \_\_\_\_\_

Rental rate shall be \$ \_\_\_\_\_ per day, \$ \_\_\_\_\_ per week.

### Rental Agreement

Motion & Medical Equipment rents to Renter the following mobility equipment:

\_\_\_\_\_ Serial # \_\_\_\_\_  
subject to all the terms and conditions set forth in this Rental Agreement.

Renter covenants and agrees:

1. The mobility equipment shall remain the property of Motion & Medical Equipment during the rental period.
2. The renter acknowledges that, at the start of the rental period, the equipment has a retail value of \$ \_\_\_\_\_
3. The mobility equipment has been inspected by the renter and is in good condition.
4. Renter will return the mobility equipment in the same condition as when received by the Renter, at the end of the rental period and shall insure that the battery in the equipment is recharged at that time.
5. Motion & Medical Equipment may repossess themobility equipment without demand at any time if it is used in violation of the terms of this agreement.
6. Renter assumes all risk and liability for any loss, damage or injury, including death, to persons or property of Renter or others arising out of the use and operation of the mobility equipment during the rental period.
7. Renter assumes responsibility for the mobility equipment during the rental period and will reimburse Motion & Medical Equipment for the full cost of repair of any damage or the full cost of replacement resulting from loss, theft, or destruction of the mobility equipment while in the care of the renter. The Renter understands and authorizes Motion & Medical Equipment to charge the credit card of the renter used for any such repair costs or replacement costs of the mobility equipment.
8. The renter covenants that during the rental period the mobility equipment shall not be used or operated by any person
  - a) under the age of 18 or
  - b) while under the influence of intoxicants or narcotics or
  - c) in an unsafe manner.
9. Renter shall defend, indemnify and hold harmless Motion & Medical Equipment, all of their agents, officers, servants, and employees from and against any and all losses, liability claims, damages, injuries, demands, actions and causes of action whatsoever, arising out of or related to any loss, damage or injury claimed by persons that may arise from the use or operation of the mobility equipment during the rental period.
10. Motion & Medical Equipment assumes no liability or responsibility for any acts or omissions of Renter or of Renter's agents, servants, or employees.

11. Renter shall notify Motion & Medical Equipment immediately of any and all accidents and damage resulting from the use, operation or driving of the mobility equipment.
12. Renter agrees to pay all costs and expenses, including solicitor-client fees incurred by Motion & Medical Equipment in collecting sums due or in regaining possession of mobility equipment or in enforcing or recovering any damage, losses or claims against Renter.
13. Renter or the driver of the mobility equipment shall in no event be deemed the agent or employee of Motion & Medical Equipment in any manner or for any purpose whatsoever.
14. Any individual executing this Agreement as Renter in a representative capacity shall be bound personally, jointly and severally, with such fiduciary, corporation or other entity as to all obligations, expressed or implied, arising hereunder.
15. This Agreement shall be binding upon the heirs, next of kin, executors, administrators and personal representatives of the Renter.
  
16. If any provisions hereof or the application of any provisions to any person or circumstance is held invalid or unenforceable, the remainder hereof and the application of such provision to other persons or circumstances shall remain valid and enforceable.
17. Renter may cancel this order 24 hours prior to scheduled delivery of the mobility equipment, at no cost to the Renter. In the event Renter cancels this order within 24 hours of signing, Renter shall pay to Motion & Medical Equipment a cancellation fee equal to one rental day.

This agreement signed by the parties at \_\_\_\_\_ Canada, this \_\_\_ Day of \_\_\_\_\_ 20\_\_

1582356 ALBERTA LTD, operating as Motion & Medical Equipment.

Per: \_\_\_\_\_

Renter: \_\_\_\_\_

As security for payment required herein, the renter authorizes Motion & Medical Equipment to charge the renters credit card as may be required and contemplated herein, and provides the following information for such purpose:

Maximum Amount: \$ \_\_\_\_\_, being the retail value set forth in paragraph 2 hereof, in event of total loss or failure to return equipment.

Visa/MasterCard/Discover # \_\_\_\_\_

Cardholders Name: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Security Code: \_\_\_\_\_