



MassageTableRentals

MassageSupplier

A NaperMed Company

An Ishman BodyCare Center Company

Office: 319 N Weber Rd, #142, Bolingbrook IL 60490

(800) 687-5199

Warehouse: 5401 Patton Dr, Lisle, IL 60532

Rental Agreement

Date of Agreement \_\_\_/\_\_\_/\_\_\_ [ ] Check if this is a face down recovery/vitrectomy rental?

Legal Name of Renter \_\_\_\_\_

Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Business Phone \_\_\_\_\_ Home Phone \_\_\_\_\_

Mobile Phone \_\_\_\_\_ Email Address \_\_\_\_\_

Pickup Date \_\_\_/\_\_\_/\_\_\_ Return Date \_\_\_/\_\_\_/\_\_\_

Initial

I understand that rental equipment is to be returned clean. Dirty or oily equipment is subject to a cleaning fee per item, which may be taken from my deposit.

Any tears, missing parts or damaged items are my responsibility, and may be repaired or replaced from my deposit. Complete loss or failure to return this equipment will result in replacement of the equipment, which will mean I forfeit my entire deposit.

I understand that the cutoff time for pickup or drop-off days before or after the rental use day(s) is 12 noon, and that late drop-off or early pickup may result in a charge for the additional day without specific permission for a different pickup or drop-off time.

Please read and sign the agreement below/on reverse.

This equipment lease ("Lease") is made and effective today by and between Ishman BodyCare Center, Inc. (the "Lessor") and the Lessee, whose information is above. (The "Lessee").

- 1. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the above-described equipment.
2. The term of this Lease shall commence on the shipping or pickup date above and shall expire on return of the above equipment, expected on the return date above.
3. The rent for the Equipment shall be paid in advance in the amount above. Pickup is available at the corporate location or at such other place as Lessor may designate.
4. Lessee shall pay a security deposit in the amount above prior to taking possession of the Equipment.
5. Lessee shall use the Equipment in a careful and proper manner and shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Equipment.
6. Lessor disclaims any and all other warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, except that lessor warrants that lessor has the right to lease the equipment, as provided in this lease.
7. Lessee, at its own cost and expense, shall keep the Equipment in good repair, condition and working order and shall furnish any and all parts, mechanisms and devices required to keep the Equipment in good mechanical working order.
8. Lessee hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever.
9. Upon the expiration or earlier termination of this Lease, Lessee shall return the Equipment to Lessor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering the Equipment at Lessee's cost and expense to such place as Lessor shall specify within the city or county in which the same was delivered to Lessee.
10. Lessee shall procure and continuously maintain and pay for all risk insurance against loss of and damage to the Equipment for not less than the full replacement value of the Equipment, naming Lessor as loss payee, and combined public liability and property damage insurance with limits as approved by Lessor, naming Lessor as additionally named insured and a loss payee.
11. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances. Lessee, or Lessor at Lessee's expense, shall report, pay and discharge when due all license and registration fees, assessments, sales, use and property taxes, gross receipts, taxes arising out of receipts from use or operation of the Equipment, and other taxes, fees and governmental charges similar or dissimilar to the foregoing, together with any penalties or interest thereon, imposed by any state, federal or local government or any agency, or department thereof, upon the Equipment or the purchase, use, operation or leasing of the Equipment or otherwise in any manner with respect thereto and whether or not the same shall be assessed against or in the name of Lessor or Lessee.
12. In case of failure of Lessee to procure or maintain said insurance or to pay fees, assessments, charges and taxes, all as specified in this Lease, Lessor shall have the right, but shall not be obligated, to effect such insurance, or pay said fees, assignments, charges and taxes, as the case may be.
13. Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from Lessee's use of the Equipment, including without limitation the manufacture, selection, delivery, possession, use, operation, or return of the Equipment.
14. If Lessee fails to pay any rent or other amount herein provided within ten (10) days after the same is due and payable, or if Lessee fails to observe, keep or perform any other provision of this Lease required to be observed, kept or performed by Lessee, Lessor shall have the right to exercise any one or more of the following remedies:
15. Neither this Lease nor any interest therein is assignable or transferable by operation of law.
16. The Equipment is, and shall at all times be and remain, the sole and exclusive property of Lessor; and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease.
17. Lessee shall not assign this Lease or its interest in the Equipment without the prior written consent of Lessor.
18. The invalidity or unenforceability of any provision in this Agreement shall not cause any other provision to be invalid or unenforceable.
19. This Lease shall be construed and enforced according to laws of the State of Illinois. This instrument constitutes the entire agreement between the parties on the subject matter hereof and it shall not be amended, altered or changed except by a further writing signed by the parties hereto.

Signature Lessee \_\_\_\_\_

Written Name of Lessee: \_\_\_\_\_