

SVI Trackers Rental Agreement

This Rental Agreement (the "Agreement") is entered by and between **Sports Vision Institute, PLLC** ("SVI") and _____ ("Customer") _____ (Date)

1. Product Leased

SVI agrees to rent to Customer, and Customer agrees to rent from SVI, the following property (the "Equipment"): Pupil Neon learning powered eye tracking system, standard adult sized glasses frame, and android device.

2. Term and Termination

The term of this Agreement shall begin upon (i) receipt of the Rental Payment, and (ii) delivery of the Equipment to Customer, and shall continue until the termination date below. SVI agrees to send the Equipment to Customer via overnight mail to the Customer Address listed below. On the Termination Date, Customer shall send the Equipment back to SVI via overnight mail to Sports Vision Institute, 4020 W. Plano Parkway, Plano, TX 75093 and with the packaging provided by SVI. SVI and Customer shall provide tracking details to each other.

Termination Date: _____

Customer Address: _____

3. Rental and Other Payments

For rental of the Equipment, Customer agrees to pay to SVI the sum of \$ _____ (the "Rental Payment"). SVI is under no obligation to send the Equipment to Customer until SVI receives the Rental Payment from the Customer. Customer agrees to pay for all shipping expenses. SVI shall not be liable for delays in delivery due to causes beyond its reasonable control. Customer agrees to pay \$100 per day for each day that the Customer has the Equipment past the termination date.

4. Care, Use, Maintenance, Repair, and Risk of Loss

Customer will provide adequate storage and care for the Equipment and keep it in good condition and working order. Customer shall retain all original packing material. Customer shall use the Equipment in accordance with the manufacturer's guidelines and shall do nothing to invalidate the manufacturer's warranties and/or maintenance services for the Equipment. Any damages resulting from Customer's misuse of the Equipment will be repaired at Customer's expense.

5. Warranties and Disclaimer

SVI does not warrant that the use of the Equipment will be uninterrupted or error free. There are no warranties with respect to the products furnished. The Customer disclaims all implied warranties of merchantability and fitness for a particular purpose.\

6. Risk of Loss

From delivery of the Equipment to Customer until their return to SVI, Customer will be responsible for all risks of physical damage to or loss or destruction of the Products, and will also be responsible for all damages arising out of the operation of the Equipment, and any bodily injury or property damage caused by the Equipment. If any Equipment is lost, destroyed or rendered unusable, Customer shall promptly notify SVI and Customer shall pay to SVI the fair market value of the Equipment, which the Parties agree equals \$6,400.00 (the "Casualty Value").

7. Limitation of Liability

SVI's liability will be limited to no greater than the Rental Payment. In no event will SVI be liable for damages, lost business profits, or loss, damage, or destruction of data, regardless of the form of action, whether in contract, tort (including negligence), breach of warranty, or otherwise, even if SVI has been advised as to the possibility of same.

The parties have executed this Agreement on the day written below.

Customer Signature: _____ Printed Name: _____ Dated: _____	Sports Vision Institute, PLLC Signature: _____ Printed Name: _____ Dated: _____
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