

# Patient Laser Rental Agreement

## Patient Laser Rental Agreement

Human                       Animal

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Date of Birth \_\_\_/\_\_\_/\_\_\_ (MM/DD/YY)

Phone # \_\_\_\_\_

Email \_\_\_\_\_

Patient Name (if not above) \_\_\_\_\_

Patient Breed \_\_\_\_\_



1602FRAMED

## Equipment Information

### PainAway Post-Op

Rental Start Date \_\_\_/\_\_\_/\_\_\_    Rental End Date \_\_\_/\_\_\_/\_\_\_

Unit Serial # \_\_\_\_\_

## Payment Type

Cash                               Check

Credit Card    CC # \_\_\_\_\_    Exp. Date \_\_\_\_\_    CCA \_\_\_\_\_

\*Credit Card Number must be kept on file and will be charged for late return or loss/damage of equipment\*

## Patient Acknowledgement

I, \_\_\_\_\_ (Patient Name), certify that the above information is correct and I have read and agreed to the terms of the lease on the back of this form.

Patient Name (print): \_\_\_\_\_

Patient Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Is Patient under the age of 18 or does the patient have a legal guardian?

Yes (If Yes, complete the following)

Authorized Legal Guardian Name (print): \_\_\_\_\_

Authorized Legal Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Doctor's Signature \_\_\_\_\_

Date: \_\_\_\_\_

# Laser Rental Agreement

THIS EQUIPMENT LEASE (Lease) is made and effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Sport and Spur Chiropractic (Lessor), and \_\_\_\_\_(Lessee). WHEREAS Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, certain tangible personal property.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described equipment (Equipment): Super Pulsed Laser

Term. The term of this Lease shall commence on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and shall expire \_\_\_\_\_ week(s) thereafter. Rent and Deposit. The weekly rent for the Equipment shall be paid in advance in the amount of \_\_\_\_\_dollars (\$), to begin on date day of \_\_\_\_\_, 20\_\_\_\_ and end on \_\_\_\_\_, 20\_\_\_\_. Payment shall be sent to Lessor via credit card on file, or at such other place as Lessor may designate from time to time. Lessor may levy a late payment charge equal to \$25 per day on any amount that is one day overdue.

Use. Lessee shall use the Equipment in a safe and appropriate manner and shall comply with and conform to all national, state, municipal, and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Equipment. LESSOR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Repairs. 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. Loss and Damage. Lessee hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall impair any obligation of Lessee under this Lease. In the event of loss or damage of any kind whatever to the Equipment, Lessee shall, at Lessor's option:

Place the same in good repair, condition and working order; or

Pay to Lessor the replacement cost of the Equipment.

Surrender. 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 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. Insurance. 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 liability and property damage insurance with limits as approved by Lessor, naming Lessor as additionally named insured and a loss payee. The insurance shall be in such form and with such company or companies as shall be reasonably acceptable to Lessor. Lessee shall provide Lessor with an original policy or certificate evidencing such insurance. Taxes. 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, together with any penalties or interest thereon, imposed by any state, federal or local government or any agency, or department thereof, whether or not the same shall be assessed against or in the name of Lessor or Lessee. Indemnity. 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. Default. 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: To declare the entire amount of rent hereunder immediately due and payable without notice or demand to Lessee. To sue for and recover all rents, and other payments, then accrued or thereafter accruing. To take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law. Lessee hereby waives any and all damages occasioned by such taking of possession. To terminate this Lease. To pursue any other remedy at law or in equity. Notwithstanding any repossession or any other action which Lessor may take, Lessee shall be and remain liable for the full performance of all obligations on the part of the Lessee to be performed under this Lease. All of Lessor's remedies are cumulative, and may be exercised concurrently or separately. Bankruptcy. Neither this Lease nor any interest therein is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act, as amended, is commenced by or against the Lessee, or if the Lessee is adjudged insolvent, or if Lessee makes any assignment for the benefit of his creditors, or if a writ of attachment or execution is levied on the Equipment and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the Lessee is a party with authority to take possession or control of the Equipment, Lessor shall have and may exercise the option to, without notice, immediately terminate the Lease. The Lease shall not be treated as an asset of Lessee after the exercise of said option. Ownership. 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. Additional Documents. If Lessor shall so request, Lessee shall execute and deliver to Lessor such documents as Lessor shall deem necessary or desirable for purposes of recording or filing to protect the interest of Lessor in the Equipment including, but not limited to a UCC financing statement. Entire Agreement. 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. Notices. Service of all notices under this Agreement shall be sufficient if given personally or by certified mail, return receipt requested, postage prepaid, at the address hereinafter set forth, or to such address as such party may provide in writing from time to time.

If to Lessor: Sport and Spur Chiropractic, 661 W. Fallbrook Ave, Clovis, CA 93611

If to Lessee:

Assignment. Lessee shall not assign this Lease or its interest in the Equipment without the prior written consent of Lessor.

Governing Law. This Lease shall be construed and enforced according to laws of the State of California.

Headings. Headings used in this Lease are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

Lessor \_\_\_\_\_

Lessee \_\_\_\_\_