

Forester Family Medical Supply, Inc.

4061 South Eliot Street • Englewood, Colorado 80110
Telephone: (303) 558-0438 • Facsimile: (303) 593-1862

FORESTER FAMILY MEDICAL SUPPLY EQUIPMENT RENTAL AGREEMENT

This Rental Agreement ("Agreement") is made and entered into as of [Date], by and between Forester Family Medical Supply ("Lessor") and [Renter's Full Name] ("Renter").

1. Equipment Description: The Lessor agrees to rent to the Renter the following medical equipment ("Equipment"):

- Equipment Type:
- Model:
- Serial Number:
- Condition:

2. Rental Term: The rental term shall commence on _____ and shall continue until _____ unless terminated earlier in accordance with this Agreement.

3. Rental Fee: The Renter agrees to pay the Lessor a rental fee of \$_____ per month or \$_____ per week. Payment is due on the _____ of each month. The total amount for monthly rentals will not exceed the Medicare fee schedule purchase amount.

4. Security Deposit: A security deposit of \$_____ is required at the commencement of the rental term. This deposit will be refunded to the Renter upon return of the Equipment in good condition, normal wear and tear excepted.

5. Use of Equipment: The Renter agrees to use the Equipment in a careful and proper manner and shall comply with all laws, ordinances, and regulations relating to the possession, use, and maintenance of the Equipment.

6. Maintenance and Repairs: The Lessor will provide maintenance and repair services for the Equipment at no charge to the Renter during the rental term. After ownership of the Equipment is transferred to the Renter, it is the Renter's responsibility to arrange for any required service or repair.

7. Warranty Information: The Equipment is covered by a 1-year manufacturer's warranty. The Lessor will repair or replace, at no charge, any Medicare-covered Equipment under the manufacturer's warranty. An owner's manual and warranty information will be provided where available.

8. Termination: Either party may terminate this Agreement with 30 days' written notice. Upon termination, the Renter shall return the Equipment to the Lessor in good condition, normal wear and tear excepted.

9. Indemnification: The Renter agrees to indemnify and hold the Lessor harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from the use of the Equipment.

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10. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings and agreements, whether written or oral, relating to the subject matter hereof.

11. Abandonment: If the equipment is not returned by the agreed-upon date and there is no communication with Forester Family Medical Supply, the security deposit will be forfeited up to the cost of replacing the equipment.

12. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

Renter Print Name

Renter Signature

Date

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