



# 2/Port Controller

## Equipment Rental Agreement

This Equipment Rental Agreement (the "Agreement") is made and entered on \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ ("Rentor ") and \_\_\_\_\_ ("Rentee") (collectively referred to as the "Parties")

The Parties agree as follows:

1. EQUIPMENT: Rentor hereby rents to Rentee the following equipment:

\_\_\_\_\_ (Quantity) In Light Wellness 2/Port & 1/Pad System

Serial number: \_\_\_\_\_ (the "Equipment").

2. RENT TERM: The Rent will start on \_\_\_\_\_ (begin date)

and will end on \_\_\_\_\_ (end date) ("Rental Term").

3. RENT PAYMENTS: Rentee agrees to pay to Rentor as rent for the Equipment the amount of \_\_\_\_\_ ("Rent") per week. 100% of the rental fee may be applied to the purchase price up to and including the termination date of the rental period at conversion.

\_\_\_\_\_  
*(items 4 - 19 described on reverse of this sheet)*

20. NOTICE: Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service to:

Rentee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Rentor: \_\_\_\_\_

Either party may change such addresses from time to time by providing notice as set forth above.

20. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both Rentor and Rentee.

21. CUMULATIVE RIGHTS: Rentor's and Rentee's rights under this Agreement are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.

22. WAIVER: The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The acceptance of rent by Rentor does not waive Rentor's right to enforce any provisions of this Agreement.

23. INDEMNIFICATION: Except for damages, claims or losses due to Rentor's acts or negligence, Rentee, to the extent permitted by law, will indemnify and hold Rentor and Rentor's property, free and harmless from any liability for losses, claims, injury to or death of any person, including Rentee, or for damage to property arising from Rentee using and possessing the Equipment or from the acts or omissions of any person or persons, including Rentee, using or possessing the Equipment with Rentee's express or implied consent.

24. ADDITIONAL TERMS & CONDITIONS: (Specify "none" if there are no additional provisions)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

**RENTEE:**

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Social Security #  
\_\_\_\_\_  
Phone Number  
\_\_\_\_\_  
Date

**RENTOR:**

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Position  
\_\_\_\_\_  
Date

4. LATE CHARGES: If any amount under this Agreement is more than 10 days late, Rentee agrees to pay a late fee of \$25.

5. DELIVERY: Rentee [ ] shall or [ ] shall not [choose one] be responsible for all expenses and costs: i) at the beginning of the Rent Term, of shipping the Equipment to Rentee's premises and ii) at the end of the Rent Term, of shipping the Equipment back to Rentor 's premises.

6. DEFAULTS: If Rentee fails to perform or fulfill any obligation under this Agreement, Rentee shall be in default of this Agreement. Subject to any statute, ordinance or law to the contrary, Rentee shall have seven (7) days from the date of notice of default by Rentor to cure the default. In the event Rentee does not cure a default, Rentor may at Rentor's option (a) cure such default and the cost of such action may be added to Rentee's financial obligations under this Agreement; or (b) declare Rentee in default of the Agreement. If Rentee shall become insolvent, ceases to do business as a going concern or if a petition has been filed by or against Rentee under the Bankruptcy Act or similar federal or state statute, Rentor may immediately declare Rentee in default of this Agreement. In the event of default, Rentor may, as permitted by law, re-take possession of the Equipment. Rentor may, at its option, hold Rentee liable for any difference between the Rent that would have been payable under this Agreement during the balance of the unexpired term and any rent paid by any successive Rentee if the Equipment is re-let minus the cost and expenses of such re-letting. In the event Rentor is unable to re-let the Equipment during any remaining term of this Agreement, after default by Rentee, Rentor may at its option hold Rentee liable for the balance of the unpaid rent under this Agreement if this Agreement had continued in force.

7. POSSESSION AND SURRENDER OF EQUIPMENT: Rentee shall be entitled to possession of the Equipment on the first day of the Rent Term. At the expiration of the Rent Term, Rentee shall surrender the Equipment to Rentor by delivering the Equipment to Rentor or Rentor's agent in good condition and working order, ordinary wear and tear accepted, as it was at the commencement of the Agreement. After 90 days, if the system is not returned, the full amount of the system less the rental fee and security deposit, will be charged to the card on file as authorized.

8. USE OF EQUIPMENT: Rentee shall only use the Equipment in a careful and proper manner and will comply with all laws, rules, ordinances, statutes and orders regarding the use, maintenance of storage of the Equipment.

9. CONDITION OF EQUIPMENT AND REPAIR: Rentee or Rentee's agent has inspected the Equipment and acknowledges that the Equipment is in good and acceptable condition.

10. MAINTENANCE, DAMAGE AND LOSS: Rentee will, at Rentee's sole expense, keep clean and maintain the equipment in good working order and repair during the Rent Term. In the event the Equipment is lost or damaged beyond repair, Rentee shall pay to Rentor the replacement cost of the Equipment; in addition, the obligations of this Agreement shall continue in full force and effect through the Rent Term.

11. INSURANCE: Rentee shall be responsible to maintain insurance on the Equipment with losses payable to Rentor against fire, theft, collision and other such risks as are appropriate and specified by Rentor. Upon request by Rentor, Rentee shall provide proof of such insurance.

12. ENCUMBRANCES, TAXES AND OTHER LAWS: Rentee shall keep the Equipment free and clear of any liens or other encumbrances, and shall not permit any act where Rentor's title or rights may be negatively affected. Rentee shall be responsible for complying with and conforming to all laws and regulations relating to the possession, use or maintenance of the Equipment. Furthermore, Rentee shall promptly pay all taxes, fees, licenses and governmental charges, together with any penalties or interest thereon, relating to the possession, use or maintenance of the Equipment.

13. RENTORS REPRESENTATIONS: Rentor represents and warrants that he/she has the right to Rent the Equipment as provided in this Agreement and that Rentee shall be entitled to quietly hold and possess the Equipment, and Rentor will not interfere with that right as long as Rentee pays the Rent in a timely manner and performs all other obligations under this Agreement.

14. OWNERSHIP: The Equipment is and shall remain the exclusive property of Rentor.

15. SEVERABILITY: If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

16. ASSIGNMENT: Neither this Agreement nor Rentee's rights hereunder are assignable except with Rentor's prior, written consent.

17. BINDING EFFECT: The covenants and conditions contained in the Agreement shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

18. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

Rentee Initials \_\_\_\_\_