KINDO Medical Equipment
124 N Trade Street, Ste E
West End, NC 27376
Phone: 704-709-9353
Website: kindomedequipment.com

Rental Agreement Terms and Conditions

Thank you for choosing Kindo Medical Equipment (KME) for your rental needs. Our primary goal is to provide quality medical equipment, education and service to improve your quality of life. Whether it's for mobility issues, to reduce pain or decrease healing time, we have equipment that is available for rent or purchase based on your needs and schedule.

Please read through the following terms and conditions of our rental programs:

- I agree to read the owner's manual before use to familiarize yourself with the safe and appropriate use of this Rental Equipment (RE). KME will give an overview of how the product is to be utilized which does not replace reading the instructions manual.

- There is a $50 non-refundable deposit required to reserve rental products.

- All RE remains the property of KME until returned or purchased

- All RE should be returned within the original agreed upon terms. Extensions of the rental term or purchase options are available if discussed and paid in advance of the end of the original term. If the renter (you) decides to purchase your RE at the end of your term, 50% of your rental fee can be applied to the purchase price. If you do not need the RE for the entire original term, a pro-rated amount based on the closest rate that matches the actual rental time will be applied based on the date of return. Adjustments for delivery or pick up fees are excluded. (Example: Original rental term is one

month, you return after one week, the weekly rate will be applied, not 25% of the monthly rate)

- If you picked up the equipment from our office, you are responsible for the return. If KME delivered your equipment, please call to make arrangements for pick up prior to the end of the rental. KME will call to remind you of your end date. A daily late fee will be applied for late returns. We are closed on Saturday and Sunday so returns must be scheduled in advance Monday-Friday during normal business hours.

- All RE will be inspected and in good working order at the time of pick up and should be returned in a similar condition. A thorough review of the RE will be completed within 48 hours of the return. All RE should be returned without damages (examples, but not limited to rips, scraps, odors, stains, water damage, unusual wear, dead batteries, missing parts or owner's manual). Normal wear for the particular item is okay and disposable items should be disregarded. Any missing/ lost parts, repairs needed or unusual cleaning costs will be your financial responsibility.

- You are responsible to charge the battery (if applicable) as needed. If you forget to charge the battery and become stranded (scooter or power chairs), you may call us and request a delivery of a fully charged battery within a 25-mile radius of our office, between the hours of 9 a.m. EST and 5 p.m. EST, Monday through Friday. A trip fee of $135 will be collected in advance.

- The Legal Stuff: If the RE is destroyed, lost, missing, unavailable, stolen, or damaged beyond repair by you or anyone else, you are fully and solely responsible for the immediate payment of the normal purchase price of the unit as posted on our website. You are assuming all risk of such loss, damage or injury and waive all claims against KME and agree to hold KME harmless from and to defend and indemnify against all claims based upon or arising out

of such loss, damage or injury. You assume all risk and liability for any loss, damage or injury, including death, to yourself or others, or property of yours or others arising out of the use, of any scooters, power chairs, manual chairs, lift chairs or cold therapy units. KME is renting the RE only for use to the renter.

- You understand that under no circumstances shall the RE be used or operated by any other person other than you, the renter, or any person: a) under the age of 18 or b) while under the influence of intoxicants or narcotics; or c) in an unsafe or unintended manner. You shall defend, indemnify and hold harmless KME, all of their agents, officers, and employees from and against any and all losses, liability claims, damages, injuries, demands, actions and causes of action whatsoever, arising out of or related to any loss, damage or injury claimed by persons that may arise from the use, operation of RE. You agree to assume all costs and expenses of every kind and nature, including legal fees and disbursements arising out of and in connection with the use of RE. KME assumes no liability or responsibility for any acts or omissions by you and you agree to use reasonable care and diligence and comply with the terms of this agreement. You shall notify KME immediately of any and all accidents and damage resulting from the use or operation of RE. You agree to pay all costs, expenses, and attorney's fees incurred by KME in collecting sums due or in regaining possession of RE or in enforcing or recovering any damage, losses or claims against you. Any individual executing this Agreement as the Renter in a representative capacity shall be bound personally, jointly and severally, with such fiduciary, corporation or other entity as to all obligations, expressed or implied, arising hereunder. If any provisions hereof or the application of any provisions to any person or circumstance is held invalid or unenforceable, the remainder

hereof and the application of such provision to other persons or circumstances shall remain valid and enforceable.

- Waiver of Liability and Hold Harmless Agreement: I, the renter hereby release, waive, and discharge the right to seek medical reimbursement or the legal prosecution of KME for any physical injury resulting or property damage from the use of the RE provided by KME. I agree to be the sole person using the RE and I am fully responsible for any persons who, with or without my consent use or damage the RE and I hereby indemnify KME for any legal prosecution from physical injury resulting to myself or someone else or property damage from the rental equipment provided by KME. It is my express intent that this Release and Hold Harmless Agreement shall bind myself, my family, my heirs, assigns and personal representative if I am deceased. It shall be deemed as a release, waiver, discharge, and covenant not to sue KME its independent contractors, officers, agents, employees, and affiliates.

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Initial below to agree to the following two (2) statements:

_____1. None of the following situations exist for this rental;

- The Rental Equipment is going into a smoking environment or used by a smoker
- The user has uncontrolled incontinence issues, a contagious medical or skin condition or uncontrolled pets.

_____2. If the rental equipment was exposed to any of the conditions listed above, I have been notified that the equipment cannot be returned and I understand I will be financially responsible for the purchase price listed on our website. I authorize the use of the credit card on file if needed.

_____3. For scooter rentals, I was shown how the rental unit assembles and disassembles and understand any damage caused by the assembly or disassembly of the scooter is the renter's financial responsibility.

I have read the entire rental contract and agree to the terms and conditions:

Name of Renter:_____

Height:_____Weight: _____

Product:_____Length of Term:_____Date(s): _____

Phone Number: _____

Email Address: _____

Card Holders Name_____

Card Holders Mailing Address:_____

Type of Card_____

Card # _____

Expiration Date:_____Security Code: _____

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I authorize KME to use the credit/ debit card information on file for rental costs and if applicable, any rental extensions, refunds, purchase option, repair or damage costs.

Signature of Renter:_____Date: _____

Signature of Card Holder if different:_____Date: _____