

## TERMS AND CONDITIONS OF RENTAL

**Rental Term:** The initial term of this Agreement is shown on the Rental Agreement/Invoice. The Agreement will be automatically renewed for successive periods equal to its original or initial term. **The Customer is responsible for contacting RehabGuard L.L.C. (RehabGuard) 48 hours prior to the close of any rental period to arrange for removal of the rented equipment and the termination of this Agreement.**

**Rents:** Rental charges are payable in advance beginning on the date of this Agreement. A delinquency or late fee charge equal to 5% of the past due charges is payable on all rentals not received within five (5) calendar days of the due date. **Failure to pay any rental within five (5) calendar days of its due date shall constitute default.**

**Early Return:** No refunds will be given for any early return. Early return is defined as return of the equipment prior to the last day of the term and/or initial term and/or subsequent terms.

**Termination Charge:** In the event that a discount was offered for a multiple term rental, if the contract term is not fulfilled, a termination charge equal to one (1) initial term rental rate will be charged.

**Default:** Upon default, the Customer hereby agrees to surrender the rental equipment to RehabGuard upon verbal or written demand and shall pay all past due rentals, penalties, termination charges, and repair charges. The Customer agrees to pay ALL reasonable expenses incurred by RehabGuard in collecting or repossessing the equipment. RehabGuard may apply the Customer's deposit (if applicable) to the payment of all such monies then due or owing without compromising or waiving any claim for additional sums then due. Misrepresentation to RehabGuard regarding credit status, references, ship to address, having proper and adequate insurance coverage, or having proper authority to enter into this Agreement or charge card authorization will constitute immediate default.

**Theft of Rental Property:** Failure to return rental equipment by the due date on the contract or as requested in writing by RehabGuard may result in possible prosecution under applicable state law regarding rental equipment.

**Software:** This is formal and legal notice that all software and/or operating systems on rental equipment is owned and legally licensed to RehabGuard LLC, not the renter. Software and/or operating systems are not to be retained, copied, reengineered and/or duplicated in any manner whatsoever. In addition, if the customer loads software and/or operating systems, renter must be the owner of the software, and in strict compliance with the copyright laws.

**Equipment Failure:** Must be reported to our office immediately or refunds will not be considered.

**Maintenance:** The equipment (*not including Customer software and/or data files*) will be maintained by RehabGuard at the Customer's location or at RehabGuard at the discretion of RehabGuard. This includes adjustments, parts replacement and repairs, while it is on rent, during standard working hours. **RehabGuard will not be held responsible for and Customer hereby agrees RehabGuard is not responsible for any Customer data and/or program files in the equipment while the equipment is on rent and/or while the equipment is being serviced. The Customer agrees that the Customer is responsible for maintaining a current back-up copy of all data and/or program files. Any other service provided outside of these standards will be provided at an additional expense to the Customer.** Costs will be at RehabGuard's standard hourly rates.

**Risk of Loss:** Customer hereby states they have insurance covering the loss, damage, and/or theft of the rented equipment above, and is responsible for the replacement cost which is estimated on the front of this rental agreement.

**Credit Card:** By signing the Authorized/Credit Card Owners line/block, on the front of this Agreement, Customer hereby authorizes that all applicable charges be billed to said credit card account for any and all charges incurred relating to this Rental Agreement including but not limited to charges incurred by damage, loss, theft of the equipment and/or delinquent rental charges incurred that have not been paid by Customer.

**Monitoring Service:** A monitoring service is necessary for the most effective use of RehabGuard's security equipment. The Terms and Conditions of the contract between the Customer and a Monitoring Company govern the relationship between the Customer and the Monitoring Company. Those provisions are separate from these Terms and Conditions of the rental equipment provided by RehabGuard.

**General:** The Customer agrees **NOT TO REMOVE** the equipment from the installed location without prior written notice to and **written permission or approval of RehabGuard.** *Customer agrees not to modify, add to or alter the equipment in any manner.* This agreement is not assignable by the customer. **The equipment furnished shall remain the property of RehabGuard. The Customer acknowledges the right to immediate repossession by RehabGuard or its agent without judicial process upon default of any terms or conditions of the Agreement. Customer agrees to pay ALL collection and repossession costs and/or ALL reasonable attorney fees associated with and incurred by RehabGuard in the event of default by Customer.**

**REHABGUARD SHALL NOT BE RESPONSIBLE TO THE CUSTOMER OR RENTER FOR ANY DAMAGES WHETHER DIRECT, INCIDENTAL, OR CONSEQUENTIAL, RESULTING FROM THE USE, PERFORMANCE OR FAILURE OF THE EQUIPMENT OR THE MONITORING SERVICE OR OTHERWISE.**

**REHABGUARD L.L.C.**  
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