

# DOCTORS CHOICE MOBILITY & MEDICAL SUPPLIES, LLC

## General Terms & Conditions

### RENTAL AGREEMENT TERMS AND LIABILITY WAIVER

This Agreement shall be between you the "Client": and DOCTORS CHOICE MOBILITY & MEDICAL SUPPLIES, LLC ("DCMMS"). DCMMS remains the sole owner of all of its rental equipment. DCMMS is not offering for sale, and the Client is not purchasing, the equipment unless otherwise specified in advance of rental. The client hereby acknowledges that the equipment shall be for personal use only. By signing and accepting the terms and conditions of this rental agreement, the Client acknowledges that they have read, understood and agree to the terms stated below.

### Reservations and Payment of Rental Fees

- The Client's reservation is attached hereto and incorporated by reference.
- Payment is due by credit or debit card at the time of making the reservation. DCMMS will confirm your reservation either by email or telephone within 24 hours. Client should contact DCMMS if confirmation is not received within 24 hours of placing a reservation online or over the phone.
- The colors and brands of products may vary from the images shown.

### Delivery, Possession and Usage

- At the time of reservation, the Client will specify the name and location of the where the area where the rental item(s) will be delivered and retrieved. Client understands that pick up locations may vary depending on the drop off location. Most "resort/hotel deliveries are made to the bell stand. If client is unsure as to the location of pick up, client agrees to contact DCMMS to clarify.
- The Client agrees to contact DCMMS within 24 hours of the agreed delivery date by phone or email if the Client is unable to locate or take delivery of the rental item(s).
- The Client agrees and understands that all requests for changes to the existing reservation must be made at least 24 hours before the agreed delivery time in said reservation. Change requests made less than 24 hours before the agreed delivery time will be honored at the sole discretion of DCMMS.
- The Client agrees and understands that all deliveries are made with earnest effort to the requested delivery time but, due to traffic or volume, understand there is an allowable 30-minute window of the requested delivery time.
- The Client agrees that if no contact is made within 24 hours of the agreed delivery date, the Client accepts possession of the rental item(s) and its responsibilities during possession.
- If an attempt is made to deliver rental items to a vacation home and the Client is unavailable or the Client has provided the incorrect delivery location resulting in a 2nd trip to redeliver, a \$15 redelivery fee may be applied at DCMMS 's discretion.
- The Client agrees to maintain possession of the rental item throughout the course of their rental period. Rental items are to be kept secure when not in use (example in hotel room or inside home). Rental item is not to be left with bell stands or luggage rooms for overnight storage.
- The Client agrees to inform DCMMS immediately and directly of any defect or malfunction while in use. Once notified, DCMMS will make every effort to remedy the issue in a timely manner.



- The Client agrees to only use the rental item for its intended purpose in a manner for which it was designed. At no time should the rental items stated weight limits be exceeded nor should the rental item be driven/operated on sand, beach, or through water, puddles, or in the rain.
- The Client agrees that violations of this agreement may result in the termination of the rental. DCMMS reserves the right to terminate a rental based on evidence of abuse or violation of any and all parts of this agreement. Client agrees to surrender any and all rented equipment and accessories to DCMMS upon request from DCMMS. DCMMS may, at its sole discretion, refund any portion of a rental that it deems necessary to terminate.

### **Returning Equipment**

- It is the responsibility of the Client to ensure that all rental items are available for pick-up at the designated resort, hotel or vacation home on the date and time specified in the reservation. All rental items are to be returned to directly to a DCMMS representative. At no time should any rental item ever be left in the guests' room after check out. If the Client wishes to extend the rental period, the Client must contact DCMMS before the agreed upon return time. DCMMS may, at its own discretion approve or deny any extension. DCMMS reserves the right to charge the Client's card and Client agrees to allow the charge designated by DCMMS for each additional day or fraction of a day the rental item(s) is kept by the Client.
- Client agrees to contact DCMMS in the event of a delay in returning rental item(s) at the agreed upon time. It is the sole discretion of DCMMS as to whether a grace period may be granted. A \$20 fee could be applied for return trips to pick up rental items if not returned at the agreed upon time as listed in the rental reservation or prearranged with DCMMS. Client agrees to contact DCMMS in the event that the rental item(s) are returned earlier than the agreed upon date of return.
- Client may request a change of product for reasons of size or transportation issues. These requests are solely at the discretion of DCMMS based on product availability. Such requests are subject to a \$10 fee per item.

### **Damages to or loss of Equipment**

- The Client shall accept for use, as is, the rental item(s) listed in the reservation, and accept full responsibility for the care of the equipment while it is in the Client's possession.
- The Client is responsible to pay the full replacement value of any rental item(s) rented under this Agreement that is not returned to DCMMS. The Client also agrees to authorize the replacement cost of each rental item(s) to the Client's credit card in the event that the rental item(s) is not returned.
- The Client is responsible to pay the replacement cost of any lost parts or accessories, whether paid for or provided free of charge. These include but are not limited to: Shoulder straps, harnesses, parent consoles, rain covers, cooler bags, glider boards and car seat adapters, clamps, feeding pump back packs, leg rests, et al. These items may be provided for a small fee or free of charge and are not guaranteed to be available during your rental.
- The Client is responsible for the loss, theft, damage or destruction of the rental item(s) and agrees to pay the full replacement value for the rental item(s). The Client also agrees to authorize the replacement cost of the rental item(s) to the Client's credit card.



# DOCTORS CHOICE MOBILITY & MEDICAL SUPPLIES, LLC

## MEDICAL EQUIPMENT RENTAL RESERVATION AUTHORIZATION FORM

<b>CLIENT NAME:</b>	
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DATE OF ORDER	/ /20
DELIVERY DATE & TIME	/ /20 : (AM OR PM)
PICK UP DATE & TIME	/ /20 : (AM OR PM)
RENTAL EQUIPMENT SPECIFICATIONS	<input type="checkbox"/> FOUR WHEEL POV <input type="checkbox"/> THREE WHEEL POV <input type="checkbox"/> POWERED WHEEL CHAIR <input type="checkbox"/> MANUAL WHEEL CHAIR <input type="checkbox"/> PATIENT TRANSPORT CHAIR <input type="checkbox"/> OTHER _____
COLOR:	
PRODUCT SERIAL #	
RATE PER WEEK (\$ . ) X ( ) WEEKS	AMOUNT DUE: \$ .
CARD TYPE: VISA MC Other..?	
CARD #	WORK #
EXPIRATION DATE:	HOME #
CVV:	MOBILE #
CARD HOLDER NAME:	EMAIL (optional):
CARD HOLDER BILLING ADDRESS:	PHYSICAL ADDRESS IF DIFFERENT:
AUTHORIZED BY: PRINT:	SIGN:

I \_\_\_\_\_ (EQUIPMENT RENTER/CLIENT) HEREBY AGREE TO ALL TERMS SET IN EQUIPMENT RENTAL EQUIPMENT CONTRACT - ATTACHED TO THIS ORDER.

PRINT	SIGN	DATE

