



EQUIPMENT RENTAL AGREEMENT

Name of Person Renting: _____

Date of Birth: _____ Height: _____ Weight: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Email address: _____

____ Contact me about purchasing the equipment I am renting.

Rental Requirements

Renter must be a Major Credit Card Holder and sign this Assistive Equipment Rental Agreement.

Rental Agreement

Grondin Construction Inc. rents to Renter signing this agreement for assistive equipment subject to all the terms and conditions set forth in this Rental Agreement and Renter agrees:

1. The assistive equipment is the property of Grondin Construction Inc. and is in good condition. Renter shall return equipment in the same condition as when received to Grondin Construction Inc. at the end of the rental period for inspection, or sooner, upon the demand by Grondin Construction Inc. Grondin Construction Inc. may repossess the assistive equipment without demand at any time if it is used in violation of the terms of this agreement.
2. Renter may cancel this order 24 hours prior to delivery at third (1/3) cost of total to the Renter, if Renter cancels during the rental period after delivery, then for, half (1/2) cost of total to the Renter.
3. Grondin Construction Inc. shall not be liable or responsible for the loss of or damage to any property left, lost, damaged, stolen, stored or transported by Renter, its agents, or employees, or any other person on or using the assistive equipment, either before or after the return thereof to Grondin Construction Inc. Renter assumes all risk of such loss or damage and waives all claims against Grondin Construction Inc. by reason thereof and Renter agrees to hold Grondin Construction Inc. harmless from and to defend and indemnify Grondin Construction Inc. against all claims based upon or arising out of such loss or damage.

4. Renter assumes all risk and liability for any loss, damage or injury, including death, to persons or property of Renter or others arising out of the use, operation or driving of the assistive equipment.
5. The additional conditions outlined above have been reviewed and accepted as part of this agreement.
6. Renter is responsible for the assistive equipment and will reimburse Grondin Construction Inc., legal Owner of equipment, for the full cost of replacement upon demand for any damage, loss, theft, or destruction of the assistive equipment. The Renter understands and authorizes that Grondin Construction Inc. will charge the credit card used for any repair costs or the replacement costs of the assistive equipment deemed necessary.
7. The following restrictions are cumulative and each shall apply to every use or operation of the assistive equipment. Under no circumstances shall the assistive equipment be used, operated by any person: a) under the age of 18; or b) while under the influence of intoxicants or narcotics; or c) in an unsafe manner.
8. Renter shall defend, indemnify and hold harmless Grondin Construction Inc., 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 or operation of the assistive equipment, provided that such loss or damage was not caused by the fault or gross negligence and willful misconduct of Grondin Construction Inc. or its employees.
9. Renter assumes all costs and expenses of every kind and nature, including legal fees and disbursements arising out of and in connection with the use or operation of the assistive equipment.
10. Grondin Construction Inc. assumes no liability or responsibility for any acts or omissions of Renter or of Renter's agents or employees.
11. Renter shall notify Grondin Construction Inc. immediately of any and all accidents and damage resulting from the use or operation of the assistive equipment.
12. Renter shall require Renter to operate the equipment with reasonable care and diligence and comply with the terms of this agreement.
13. Rental agrees to pay all costs, expenses, and attorney's fees incurred by Grondin Construction Inc. in collecting sums due or in regaining possession of assistive equipment or in enforcing or recovering any damage, losses or claims against Renter.
14. Renter of the assistive equipment shall in no event be deemed the agent or employee of Grondin Construction Inc. in any manner or for any purpose whatsoever.
15. Any individual executing this Agreement as 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.
16. This Agreement shall be binding upon the distributees, heirs, next of kin, executors, administrators and personal representatives of the undersigned Renter.
17. We reserve the right to refuse renting to anyone if deemed necessary due to various reasons.

Date(s) Needed: _____ Return Date: _____

*Monthly Rental reoccurring re-rental date: Day of each month _____

Notes: _____

Credit Card Payment Authorization

Total Amount: \$ _____

Visa/MasterCard/Discover #: _____

Expiration Date: _____ Security Code: _____

Cardholders Name: _____

Cardholder's billing address if different from above

By signing this form I acknowledge that I have read the rental agreement and understand the terms and conditions set forth herein. I also agree to the charges being made to my credit card and understand that if the rented item is not returned on the agreed upon return date, additional charges will be incurred.

***Payments for monthly rental items will be charged on the re-rental date of each month indicated above until the item is returned.**

Signature: _____

Printed Name: _____

Date: _____

I authorize Grondin Construction Inc. to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for equipment described above, for the amount indicated above only. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form.

9835 Carroll Centre Road, #103, San Diego, CA 92126

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