

## **Rent CARES, LLC Rental Agreement**

### **Overview of the Prices and Penalty Fees:**

1-15 day's rental: \$13.95 per CARES

Extra day(s): \$0.25 per day, per CARES

Regular shipping for 1-3 CARES: \$6.50-7.50 (Does not include return)

Express shipping for 1-3 CARES: \$25.00 (Does not include return)

CA State tax: 9.0% on CA orders only

Late fee, per CARES: \$7.00 per day (Maximum \$49.00) (Non-negotiable, Non-refundable)

Default fee, per CARES: \$50.00 (Only refundable if the CARES harness is received by us within five days of you being charged the default fee)

Replacement fee, per CARES: \$64.00, \$54.00 or \$44.00 (depending on stock's buy-date)

Lost/damaged carry bag: \$8.00

Lost/damaged chest clip: \$64.00\*

Lost/damaged slide clip: \$18.87 (see sample)

**Eligibility:** Rental is available for Renters who reside in and will be returning to the United States and are at least 18 years of age or older.

**Instructions for using the CARES harness (es):** By renting the CARES harness(es) you agree to familiarize yourself with how to use and/or properly install the CARES harness(es). Manufacturer's instruction manuals are provided for free, upon request, with all rentals. You acknowledge that Rent CARES LLC is not responsible for your failure to abide by recommendations or instructions in said manuals.

**Authorization:** The renter acknowledges that Rent CARES LLC is permitted to charge the account (PayPal, debit, or credit card) provided by the Renter for any late, lost, damaged or non-returned CARES harness(es) in accordance with the terms of this Agreement.

**Loss, Theft, Damages:** Renter is fully responsible for the loss; theft or destruction of the CARES harness(es) from all causes whatever and agrees to pay the owner the fair market value of the property in such event. In the event of damage and/or partial destruction from any cause whatever, Renter agrees to pay to the owner a reasonable cost of repair to the CARES harness(es).

**Late and Default/Replacement Fees:** There is a non-refundable and non-negotiable late fee of \$7.00 per CARES, per day, beginning on the eight day after your return date, up to a maximum of \$49 (7 days at \$7.00 per day).

Failure to return the CARES harness(es) by the 16th day after your return date will be treated as theft and breach of contract, resulting in an additional default/replacement fee for each harness, and an offense/police report filed in Renter's home state and in California.

In situations of default, Rent CARES, LLC reserves the right to bring actions as permitted by applicable law, including seeking criminal prosecution, as well as filing civil suit seeking damages and reimbursement of any related legal costs.

**For example:** If your flight returns on January 1, we should physically receive the harness on or before January 8. Late charges accrue on January 9 and default fee accrues on January 17.

**Cancellation:** Rent CARES, LLC only accept cancellations up to 9 business days before your departure date, as the CARES harness(es) you have reserved usually ship 9 business days before your departure date. In the event of a cancellation with a notice of less than 9 days, a refund will not be given. Late and default fees may apply if the harness(es) has already been mailed and is not returned within the timeframes specified in this Agreement.

Rent CARES, LLC reserves the right to *refuse* and *cancel* a reservation for whatever reason at any time. Possible reasons for cancellation include, but are not limited to, the following: potentially fraudulent order, incorrect billing information, late returns, and non-payment at the time of booking.

**Waiver of liability:** By accepting and using the CARES harness(es) on behalf of yourself and all others that may use the CARES harness(es), you acknowledge the CARES harness(es) is being used solely at your own risk. You agree to relieve Rent CARES LLC of all liability for loss, damage or injury associated with the use of the rental of the CARES harness(es), from any cause whatsoever, including negligence.

Rent CARES LLC will not be responsible for accidents or injuries caused directly or indirectly by the use or misuse of the CARES harness(es). By accepting this Agreement by placing a rental reservation, you agree to accept full responsibility for using the CARES harness(es).

**Indemnity:** You agree to defend, fully indemnify and hold harmless Rent CARES LLC from and against any and all claims, demands, suits, actions, causes of action and/or liability, of any kind whatsoever, for damages, losses, costs and/or expenses (including legal fees and disbursements) arising in connection with this Agreement, including without limitation: any and all breaches by you of any terms or conditions of this Agreement; damages to persons or property, personal injury or death caused by your negligent or willful acts or omissions arising in connection with this Agreement; and any claim by a third party against Rent CARES LLC arising in connection with your rental pursuant to this Agreement.

**I HAVE READ THE TERMS OF THIS AGREEMENT AND AGREE TO BE LEGALLY BOUND BY THEM.**

*Last updated: July 1st 2018.*