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SCBA Rental Terms and Conditions

1. Ownership of SCBA - All rental SCBA is leased pursuant to the SCBA Lease Agreement (the SCBA is and shall remain the property of SCBA Rental Company. (The Company)
2. Use of SCBA - The Customer represents and agrees that the SCBA will be used at all times only for training purposes at locations directed by the fire training academy or department.
3. Authorization/Responsibility for Credit Card Charges - When you provide credit card information or other payment information to the Company, you represent to the Company that you are the authorized user of the credit card; and, that the credit card account is in good standing and available for transactions. You agree that the Company is authorized to charge the credit card for any costs or charges identified in these terms and conditions at the time such costs or charges are incurred and that no further authorization from you or any other person will be required in order for the Company to do so. The credit card holder is responsible for all costs or charges that are identified in these terms and conditions including but not limited to those charged to the credit card, whether such costs or charges were incurred by the credit card holder or anyone using the credit card with the permission of the cardholder. You agree that the Company is authorized to ship the SCBA to an address that is different from the credit card billing address. You agree to promptly notify the Company if the credit card expires or is cancelled for any reason; of any changes to the credit card number, its expiration date, billing address; or, other billing information.

4. Return of SCBA upon Termination of Agreement - Except as otherwise noted within the SCBA Lease Agreement, within ten (10) days of completion of your training program the Customer must return the SCBA to the Company. For each seven (7) day period thereafter, or any part thereof, until the rental SCBA is returned the Customer will be charged an additional rental of Fifty Dollars (\$50.00). In the event the SCBA is not returned in full within thirty (30) days from the date of the completion of the training program, in addition to the continuing rental charge the Customer will be charged an amount equal to the then full replacement cost of the entire ensemble made the subject of this rental agreement, but, in any event, no less than One Thousand Dollars (\$1,000.00). Any deposit made by the Customer hereunder, to the extent not applied to reconditioning of the SCBA as herein provided, may be applied by the Company to the payment of the additional rental charges.

5. Security Deposit - A security deposit may be added in addition to the rental amount of the SCBA. The deposit will be held by the Company to cover any damage and/or replacement cost over and above the normal wear and tear of the ensemble as outlined in Paragraph six (6) and seven (7) below. The Customer and the Company recognize that the deposit amount may not be sufficient to cover any or all chargeable damage to the SCBA, in which case the Customer agrees to pay any additional charges for damage over and above the normal wear and tear that exceeds the amount of the deposit within ten (10) days upon notification by the Company. Upon return of the SCBA and inspection of the same by the Company, the deposit will be returned to the Customer, less any charges over and above the normal wear and tear of the SCBA.

6. Condition of SCBA - The Customer agrees to accept the SCBA as is. The Company shall not be liable to the Customer for any loss, claim, demand, liability, cost, damage or expense of any kind, caused, or alleged to be caused, directly or indirectly, by the SCBA, or by any inadequacy thereof. Normal wear and tear is included in the rental price and includes, but is not limited to, small scratches or minor abrasion damage to the cylinder. Minor scratches on the face piece lens would also be considered normal wear and tear. Damage which the Customer shall be responsible for includes, but is not limited to, large holes or tears in the harness assembly; large burned or scorched areas on the harness assembly, face piece, and / or cylinder, a cracked gauge cover or lens; any paint, decal or appliqué applied to the SCBA or cylinder or any other part of the ensemble that is not easily removable or would cause damage upon removal; and, any damage caused as a result of improper cleaning.

7. Charges and/or Replacement Costs of Rental SCBA - The Customer acknowledges that SCBA and cylinders are costly to replace. The Customer shall take all precautions necessary to prevent any damage outside of normal wear and tear, including but not limited to the destruction, theft or unauthorized alteration to the SCBA. In the event of a total loss or destruction of the SCBA or elements of the SCBA, the Customer shall be liable for the following replacement costs: Harness Assembly w/Backframe \$ 350.00, AV2000 Face Piece \$ 175.00, EZ-Flo Regulator \$ 450.00, First Stage Regulator \$350.00, Gauge line \$ 80.00, Gauge \$ 80.00, Cylinder \$ 250.00, Cylinder Valve Assembly \$ 75.00

8. **Cancellation and/or Early Termination of Training - Should the Customer not complete the training program for which the SCBA was rented for any reason, the Customer will not be provided with a refund of the rental amount.**

Exception - If the SCBA is returned unused prior to the start of the program, the Customer will be refunded the full rental price and security deposit, minus the shipping charges.

9. Disclaimer - The Company is not responsible for any damages resulting from the rental or use of all subject rental SCBA. Except as stated, no express or implied warranties are given. Damages, if any, are limited to the rental cost incurred. **The Company will not assume any liability to injury or loss of life as a result of malfunction or damage to the SCBA. The Company will be held harmless of any loss of life or injury.**

10. Remedies - In the event of default of any obligations hereunder the Company can and will pursue all available civil and criminal remedies.

11. Entire Agreement - These terms and conditions, and any other terms and conditions set forth in any writing signed by you and the Company, constitute the entire agreement between you and the Company regarding your rights and obligation relative to the rental of the SCBA from the Company. By signing this agreement you adhere to our terms and conditions.

_____ Signature

_____ Print Name

_____ Address

_____ Date