



**DESCRIPTION OF PROPERTY:** The equipment (VascuTherm3) subject to this agreement shall be the specific items of equipment listed on the Rental Contract prepared by Peak Medical Group Inc. Peak Medical Group at time of delivery of such Equipment or on behalf of the customer ("Renter"), whose name appears on the Rental Contract. Such Rental Contract shall be deemed a part of this Agreement, and is fully incorporated herein by this reference. Upon pick-up of the Equipment by Renter, or upon receipt by Renter after shipment, it is Renter's responsibility to determine that the order is complete and to immediately notify Peak Medical Group Inc. prior to taking delivery, of any discrepancies.

**AUTHORIZATION:** The undersigned hereby acknowledges receipt of this Agreement and hereby represent that the undersigned has the specific capacity and/or authority to enter into this Agreement and/or sign this Agreement on behalf of a corporate or like business entity.

**INDEMNIFICATION:** The Renter hereby agrees to indemnify and hold harmless Peak Medical Group Inc., its employees and agents, from and against any and all losses, damages, claims, demands or liability of any kind or nature whatsoever, including without limitation legal expenses, arising out of possession, use, condition (including, without limitation, latent and other defects) and operation of the Equipment, and by whosoever used or operated during the time between delivery of the Equipment to the Renter and its return to Peak Medical Group Inc, including but not limited to, injury, death, property damage, or fines or penalties resulting from the violation by the Renter of any applicable law. Peak Medical Group shall have the right to tender the defence of any such claims to the Renter, or to elect to defend such claims with counsel of Peak Medical Group choice. The Renter agrees to cooperate, at its own expense, with Peak Medical Group Inc. the defence of such claims.

**TERMS OF RENTAL/PAYMENT:** This is a rental agreement for the Equipment, accessories and/or services (collectively referred to as "Equipment" described on the Rental Contract) and is not a sale, conditional or otherwise. Peak Medical Group acknowledges that it has examined the Equipment and it is in good working condition. Peak Medical Group guarantees all Equipment to be operational when it leaves its premises and Peak Medical Group cannot be responsible for Renter's failure to operate the Equipment properly. Further, upon event of Equipment malfunction, Renter should notify Peak Medical Group immediately, as Peak Medical Group cannot be responsible for malfunctions reported after termination of rental. The term of this Agreement, unless otherwise specified, is from day to day. If Renter fails to return the Equipment by the return date specified on the Rental Contract for any reason, Renter shall be liable for the daily cost of the Equipment until returned or, if lost, replaced. If no return date is specified, Renter is liable for the daily rental value of the Equipment until it is returned. Renter agrees to pay the rent according to the terms established in advance by this Agreement. Terms of payment are based upon credit information Renter supplies at the time of rental. Should there be any change in such information; Renter agrees that Peak Medical Group may demand immediate payment without prior notice. Any and all Equipment rentals shall, at Peak Medical Group election, be subject to a deposit charge by cash, cashier's check or bank credit card, which shall be based upon a percentage of the value of the Equipment rented and set forth herein. Renter agrees to pay reasonable attorney's fees and court costs which may accrue. Any discounts granted by Peak Medical Group may be revoked at any time after thirty (30) days. Rental rates paid will not be applied to purchase price of any Equipment listed herein.

**CANCELLATION:** Subject to payment of the first-day rental or forfeiture of deposit or an amount contractually established for this rental in advance, whichever is greater.

**LOCATION/AUTHORIZED USE:** The Equipment shall be used only at the locations shown on the Order Sheet and shall not be removed from these locations without Peak Medical Group's written consent. Renter shall operate the Equipment in accordance with the manufacturer's instructions and contemplated use and shall not use the Equipment in any manner which will subject it to abnormal or hazardous conditions. Renter shall not make any alterations, additions or improvements to the Equipment without the written consent of Peak Medical Group. Renter shall comply with all laws, ordinances and regulations in any way relating to the use, operation and maintenance of the Equipment. Peak Medical Group's property labels shall not be removed. Renter is responsible for removing Renter's identifying labels before returning the Equipment (Purolator Waybill).

**INSURANCE:** Renter hereby agrees to insure the Equipment with an insurance carrier for the full value thereof and shall name Peak Medical Group as an additional insured and lost payee on their liability and equipment policies and shall provide Peak Medical Group with a Certificate of Insurance upon demand by Peak Medical Group or upon rental of the Equipment. The insurance shall cover loss or damage in Canada, in transit or otherwise. Renter must notify Peak Medical Group of Renter's intention to use the Equipment outside of Canada., and gain Peak Medical Group's permission to do so. Lapse or cancellation of the required insurance shall be an immediate and automatic breach of this Agreement.

**LOSS AND DAMAGE:** Renter shall be responsible for any loss or damage to the Equipment from any cause whatsoever occurring after delivery to Renter and Renter's acceptance of the Equipment and before the Equipment is returned to Peak Medical Group. In the event of theft of any Equipment, Renter agrees to immediately report the theft to Peak Medical Group and file a police report. Renter shall keep the Equipment in its custody and in good condition and repair, ordinary wear and tear excepted. In the event the Equipment is lost, stolen, missing, destroyed or not returned for any reason, Renter shall be responsible for the cost to replace the same item with the closest comparably equipped model, at current retail prices less any discounts available, without deduction for depreciation. If the Equipment is damaged, broken or returned incomplete, Peak Medical Group shall make a determination of the extent of the damage and the required repairs. Renter and/or Renter's representative will have a reasonable amount of time to inspect the damage. Peak Medical Group, in its sole discretion, shall determine whether the Equipment shall be replaced or repaired. Should Peak Medical Group determine that the Equipment must be replaced, Renter will be responsible for the cost to replace the same item or the closest comparably equipped model, at current retail prices less any discounts available, without deduction for depreciation. Renter shall be responsible and shall pay Peak Medical Group the repair or replacement cost of any Equipment damaged, lost, stolen, missing, broken or otherwise. Should any damage or loss cause the Equipment not to be rentable, Renter shall be liable for daily rental value of the Equipment until such Equipment has been repaired or replaced.

**LIENS:** Renter specifically acknowledges Peak Medical Group superior title and ownership of said Equipment and shall keep the Equipment free of all liens, levies, and encumbrances, and shall be responsible for all taxes for renting or use of said Equipment. Upon termination of the rental period or upon the breach of any provision hereof, or in the event of a proceeding in bankruptcy with regard to Renter or the levying of derogation or violation of Peak Medical Group superior title and ownership, Peak Medical Group and its agents shall be at liberty at anytime thereafter to remove all of said Equipment without any liability for such purpose and without prejudice to Peak Medical Group rights to receive rent due or accrued to and including date of removal of said Equipment.

**PARTIES BOUND:** This Agreement shall be binding and inure to benefit of the heirs, executors, administrators and assignees of the parties hereto.

**CONCLUSION:** This Agreement contains the complete and final agreement between Peak Medical Group and Renter and no other agreement in any way modifying any of the terms and conditions herein shall be binding upon Peak Medical Group unless made in writing and signed Peak Medical Group.

RENTER NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

\*\*All information provided is private and confidential.