

RENTAL CONTRACT

Knee Walker Rentals of Georgia

1251 Julie Court

Riverdale, Ga. 30296

678-858-5922 OFC 888-789-4160 FAX

kneewalkerrentalsofga@gmail.com

<http://www.kneewalkerrentalsofga.com/>

Terms:

LESSOR: The Lessor of The Rented Property herein called "Knee Walker Rentals of Georgia"

LESSEE: The individual or company executing this agreement herein called "Customer"

Lease Agreement

LEASE TERMS: The start date of this lease shall be the date the item is delivered to the "Customer" premises by Knee Walker Rentals of Georgia". The end date of this lease shall be the date the item is returned to Knee Walker Rentals of Georgia.

INSPECTION: "Customer" acknowledges that Rented Property was inspected and examined by "Customer" prior to acceptance and such Rented Property was found to be in good working condition at that time and "Customer" understands the proper use of said Rented Property. "Customer" further acknowledges his duty to inspect the Rented Property prior to use and notify Lessor of any defects. If any defects are found, "Customer" will immediately contact Lessor for further instructions. PLEASE INSPECT YOUR KNEE WALKER or KNEE SCOOTER IMMEDIATELY UPON RECEIPT OF THE ITEM AND NOTIFY LESSOR OF ANY DAMAGE OR DEFECTS.

MALFUNCTIONING RENTED PROPERTY: "Customer" agrees that in the event that any Rented Property becomes unsafe or in a state of disrepair, "Customer" will immediately discontinue the use thereof and promptly return it to the Lessor at Lessor's place of business and notify Lessor of its condition. Lessor agrees to use reasonable effort to replace the Rented Property with similar property in good working condition as soon as possible, but Lessor does not guarantee to do so. However, Lessor may refund monies remaining, if any, on the unused portion of the contract. Lessor shall not be liable in any event for any loss, delay or damage of any kind or character whatever resulting from defects in or inefficiency of the Rented Property or accidental breakage hereof.

DAMAGE TO THE RENTED PROPERTY: "Customer" is responsible for and agrees to pay Knee Walker Rentals of Georgia the fair market value for replacing the Rented Property and or repairing damage to the Rented Property, including: loss of use, claim administration fees, diminishment of value, and cost incurred by Lessor to recover the Rented Property and to establish damage, regardless of fault or negligence of the Lessee or any person, and regardless if damages are the result of an act of God. For purposes of the Agreement, the fair market value for the cost of replacing Knee Walker Rentals of Georgia's Rented Property shall be "Purchase Price". Fair market value for any repairs to the Rented Property shall be retail cost of parts and \$30.00 per hour for labor. At no time will the total cost of rental and repairs exceed the current "Purchase Price" of the item. All repairs to the Rented Property shall be retail cost of parts and \$30.00 per hour for labor. At no time will the total cost of rental and repairs exceed the current "Purchase Price" of the item (\$385.00).

BODILY INJURY AND PROPERTY DAMAGE RESPONSIBILITY: Knee Walker Rentals of Georgia provides no BODILY INJURY or PROPERTY DAMAGE LIABILITY INSURANCE or coverage to Lessee or any other operator or user for bodily injury or property damage to

"Customer", operator, user or any third party. Customer's insurance applies, "Customer" represents and warrants that they have and will maintain in force during the term of this rental agreement, BODILY INJURY and PROPERTY DAMAGE LIABILITY INSURANCE for "Customer" or any other operator of Knee Walker Rentals of Georgia's Rented Property. "Customer" agrees to defend, indemnify and hold Knee Walker Rentals of Georgia harmless from any claims, liabilities, costs and expenses arising from the "Customer's" use, operation or possession of the Rented Property.

RETURN OF RENTAL PROPERTY: This lease continues until the leased property is returned to Knee Walker Rentals of Georgia. **FAILURE TO RETURN RENTED PROPERTY:** Failure to return the rented property shall be deemed continuation of this lease until such time as the total rental payments equal the "Purchase Price" of the item.

PAYMENT: "Customer" agrees that payment in full for a one month (4 weeks) minimum term (\$140.00) will be paid in cash, check or money order/official check made payable to "Kavsab, Inc." upon execution of this lease. A deposit on all leases will be made payable in the terms above for a minimum of \$140.00 (Example: 1 month rental of \$140 plus \$140 deposit=\$280 payable at lease execution*). *Lessee agrees to pay shipping/delivery costs, as applicable. Lessee further agrees that payment for each additional week must be paid/received by Knee Walker Rentals of Georgia by the start of each week beginning with the fifth week, until the item is returned and received by Knee Walker Rentals of Georgia. Upon receipt and inspection of the returned item, this lease will be considered terminated upon the return date. Knee Walker Rentals of Georgia will promptly settle the account accordingly, including refunding any monies due "Customer". All returned checks must be paid in cash for face amount, plus \$35.

TITLE TO RENTED PROPERTY: Title to the Rented Properties at all times shall remain with Knee Walker Rentals of Georgia throughout the rental/leasing process. "Customer" agrees to give Knee Walker Rentals of Georgia immediate notice of any levy attempted upon the Rental Property of any seizure of Rented Property for any reason and Lessee will indemnify Knee Walker Rentals of Georgia against all loss and damages caused by any such actions including court costs, attorney's fees and other expenses which are incurred by Knee Walker Rentals of Georgia in defense thereof.

COLLECTION COSTS: In the event that Lessor must resort to litigation to obtain Rental Charges, reimbursement for damages to or loss of Rented Property enforcement of Lessor's rights under this contract, or any and all other monies due from "Customer", "Customer" agrees to pay attorney's fees, court costs and other expenses which are incurred by Knee Walker Rentals of Georgia as a result, directly or indirectly, of Knee Walker Rentals of Georgia's entering into this Rental contract with "Customer".

SEVERABILITY: The provisions of the Contract shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.

THEFT: In the event of theft, "Customer" shall be responsible for the full purchase price (\$385).

MINIMUM AGE: The minimum age for Knee Walker Rentals is 18 years, proved with presentation of a valid document. However, an adult parent can rent/lease for their minor child.

CANCELLED RESERVATIONS: Knee Walker Rentals of Georgia will not be held responsible for cancellation of Rental Property due to depletion of inventory beyond Knee Walker Rentals of Georgia's control. This agreement may be cancelled at anytime by either party prior to the physical shipment/delivery of the item. However, this Agreement is binding and may not be cancelled 12 hours after order is received. Fuel surcharge will apply if cancelled after delivery.

KNEE WALKER RENTALS OF GEORGIA LESSEE ACKNOWLEDGEMENT FORM

RENTAL RATES AND CONDITION: The first four weeks rental rate shall be paid in advance and shall be nonrefundable within 24 hours of shipment/ delivery of the rented property from the premises of Knee Walker Rentals of Georgia to customer.

Rental Rates: (*Not including \$140 refundable deposit)

First Month (Minimum Rental Period) \$140.00

5th Week \$35.00 extra

6th Week \$35.00 extra

7th Week \$35.00 extra

8th Week (2 Month) \$280.00

9th Week \$35.00

10th Week through End of Term Shall Be \$30.00 per Week

Knee Walker Rentals of Georgia pickup/delivery service is subject to a fuel surcharge depending on delivery/pickup location from downtown Atlanta (Avg. \$35-65).

"Customer" shall be responsible for contacting and paying Knee Walker Rentals of Georgia to arrange delivery and pickup to/from their location. Above rates do not include any applicable taxes.

By initialing this box, I confirm that I have read and agree to the terms of this Lessee Agreement, a legal rental document. If under workers compensation, I agree to being photographed by Knee Walker Rentals of Georgia. In all cases, I agree to contact Knee Walker Rentals of Georgia immediately for any defects, repairs, etc. I've read and completed the following page and signed this lessee agreement. IF APPLICABLE, I may use a copy of this agreement for reimbursement through my insurance company. I acknowledge that Knee Walker of Georgia will not file the lessee agreement to my private insurance company, Medicare and/or Medicaid. I acknowledge that ANY filing with my personal insurance, Medicare and/or Medicaid will be my personal responsibility.

KNEE WALKER OF GEORGIA LESSEE REQUEST/APPROVAL FORM

LESSEE NAME: _____

LESSEE SIGNATURE /APPROVAL OF RENTAL AGREEMENT: _____

DATE OF BIRTH: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

HEIGHT: _____ WEIGHT: _____ LBS INJURY: R OR L GENDER: FEMALE / MALE

DRIVERS LICENSE #: _____ STATE _____ DATE OF ISSUE _____

DRIVERS LICENSE DATE OF EXPIRATION _____ EMAIL ADDRESS: _____

HOME PHONE: _____ CELL PHONE: _____

DATE OF KNEE WALKER RENTAL: _____

ANTICIPATED RENTAL PERIOD NEEDED (WEEKS): _____ WEEKS HCPCS CODE: E0118-RR

KNEE WALKER BRAND/MODEL BEING RENTED: _____

DEPOSIT/AMOUNT PAID:\$ _____ BANK NAME _____ CHECK# _____

*****ONLY FOR CLIENTS SEEKING TO BILL INSURANCE FOR REIMBURSEMENT*****

INSURANCE COMPANY NAME: _____

ID/MEMBER #: _____ HICN# _____

GROUP/ACCT #: _____ PHONE #: _____

INFORMATION BELOW TO BE ENTERED BY PHYSICIAN OR PHYSICIAN'S EMPLOYEE

PRIMARY DIAGNOSIS / CPT/ICD-9 CODE: _____

ESTIMATED LENGTH OF NEED (# IN WEEKS/MONTHS) _____ WEEKS

PROCEDURE CODE(S): _____

PROGNOSIS: _____

NOTES - _____

PHYSICIAN'S CERTIFICATION: AFTER A COMPREHENSIVE ASSESSMENT AND EVALUATION OF THIS PATIENT, I CERTIFY THAT THE MEDICAL EQUIPMENT/SUPPLIES LISTED IS/ARE MEDICALLY NECESSARY.

PHYSICIAN'S NAME: _____ NPI#: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE: _____ FAX: _____

PHYSICIAN'S SIGNATURE: _____

PLEASE FAX BACK TO KNEE WALKER RENTALS OF GEORGIA

888-789-4160 FAX 678-858-5922 OFFICE PHONE