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**EPONA SPORTHORSE THERAPIES, LLC**

**PULSE EQUINE EQ-X Human Accessories RENTAL AGREEMENT**

This agreement is made on the\_\_\_\_\_\_\_\_(day) of \_\_\_\_\_\_\_\_\_ (month), 20\_\_ by and between\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, located at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, herein after named as "Renter" and Epona SportHorse Therapies located at 6907 Tomer Rd, Clayton, MI 49235, herein after named as "Seller".

The Seller agrees to:

1. Provide one (1) Cellular Exercise Pulse Equine EQ-X System, one (1) set of paddles, one (1) square pad, and one (1) set of rings in like new working order to the Renter by means of pick up and return at the Seller’s office. Included in rental package is one (1) power cord, one (1) surge protector, one (1) carrying case, and 1 (user manual).

2. Provide written instructions as to the correct operation of the System to the Renter.

3. Seller is not responsible for the results of any intentional misuse of equipment.

The Renter agrees to and understands the following:

Initials: \_\_\_\_\_\_\_\_

1. Pay a rental fee of $250.00 for a “weekend” rental (Friday afternoon through Monday morning) OR $350 for a “work week” rental (Monday morning through Friday afternoon). The rental period starts at the scheduled pick-up time and ends at the scheduled return time. Full Payment must be received by Seller prior to taking possession of the unit and accessories.

2. Rental payments are non-refundable.

3. A $500 security deposit is required which will be refunded, in full, when the device and accessories are returned, on time (or early) in the top condition. Late returns or equipment loss or damage may result in full or partial retention of funds by the Seller.

4. Payment options for rental or purchase of the System include: Cash, Check, VENMO or Credit Card (payment by check must clear the bank before the Renter takes possession).

5. Renter must care for the equipment as if it were his/her own and handle the equipment safely. Renter is financially responsible for destruction, loss, or any damage to the unit by any means. If returned to Seller damaged, beyond normal wear and tear, the Renter will be charged a refurbishing fee that will be based on the extent of the damages as well as the value of the lost rental time.

6. Operate the equipment according to provided instructions.

7. Renter may not extend the rental period beyond the agreement without prior reservation and permission by the Seller. Failure to Return Equipment on Time: (Renter agrees)

Initials: \_\_\_\_\_\_\_\_\_\_

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1. If Renter does not return the equipment at the scheduled time, Renter will be charged $125/day for each day beyond the scheduled return time.

2. The Renter may return the System prior to the end of the agreement with no pro rata reimbursement to be made by the Seller.

3. Renter assumes full responsibility for returning equipment in the condition it was received. If the condition of the unit or accessories have been altered and/or damaged, and/or the integrity of the unit has been compromised by an attempt to open the case, the Renter will be charged a refurbishing fee that will be determined by the extent of the damage as well as the value of the lost rental time.

4. Renter agrees to not directly or indirectly acquire any proprietary information regarding the design, creation, or manufacture process of the System without the express written permission of the Seller.

5. The Renter understands that a signed Informed Consent Form must accompany this agreement, or the agreement is null and void. A signed Informed Consent Form must be returned to Seller prior to the shipping of the equipment. The equipment will not be released until this form is received.

9. The Renter acknowledges that the agreed to and signed contract is legally binding. The Renter will be liable in the event of default of their financial obligations to the Seller. In this event Epona SportHorse Therapies, LLC reserves the right to pursue legal action against the Renter. Epona SportHorse Therapies, LLC reserves the right to pursue legal action for damages or losses due to Renter violating the terms and conditions of the Agreement. The Agreement shall be interpreted and enforced in accordance with the laws of the state of Michigan, USA. The federal courts and/or state courts of the County of Lenawee, MI shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement. The Renter understands that if they are in breach of this contract or fail to return equipment or make adequate payments, Epona SportHorse Therapies, LLC will contact them for the return of the equipment or for the payments needed to restore the Renter's account. Five (5) attempts will be made to contact Renter in the form of phone calls and emails. Upon no response from Renter, Epona SportHorse Therapies will issue in writing that legal action will be taken against Renter. The Renter is expected to abide by the terms and conditions outlined in this Agreement. If questions arise, please contact Epona SportHorse Therapies at 517-902-1172.

Initials: \_\_\_\_\_\_\_\_\_\_

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**Proper usage:**

1. Renter agrees not to use the PEMF equipment on anyone who has not signed a waiver.

2. Renter agrees to return all signed waivers with the equipment.

3. Renter shall not use the equipment on anyone who is pregnant, has a pacemaker or any implanted electronic medical device, anyone with a bleeding disorder, or anyone with a seizure disorder.

4. Renter agrees to keep all food, beverages, and liquids away from the equipment and to treat it with care and consideration.

Renter’s Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Renter’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seller’s Printed Name: Jane Cattell

Seller’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Epona SportHorse Therapies, LLC**

**Jane Cattell**

**6907 Tomer Rd, Clayton, MI 49235**

**Phone: 517-902-1172**

**Email: eponasporthorse@gmail.com**