

## **EQUIPMENT RENTAL TERMS AND CONDITIONS**

All rentals made by Bodyworx Supply® (hereinafter called "Lessor") to its equipment rental customers (hereinafter called "Lessee") are subject to the following Equipment Rental Terms and Conditions. Lessee's acceptance of these terms and conditions shall be made by either (a)

Lessee providing a purchase order number to Lessor or (b) Lessee's acceptance of any equipment from Lessor, whichever occurs first.

1. **Availability, Acceptance and Governing Provisions.** All equipment rentals are subject to availability of equipment at time of order. No orders for equipment rental machines or products of Bodyworx Supply® shall be binding upon Lessor until accepted in writing by an authorized official; and in all events any such order shall be subject to these terms and conditions which shall be deemed part of such order upon acceptance thereof by Lessor. No additional agreements will be binding upon the Lessor unless specifically agreed to in writing. Failure of Lessor to object to provisions contained in any purchase order or other communication from a Lessee shall not be construed as a waiver of these terms and conditions, nor an acceptance of any such provisions. This contract and these terms and conditions shall constitute the entire agreement between Lessor and Lessee, and shall be governed by and shall be construed according to the internal laws of the State of Texas.
2. **Rental Period.** The rental period begins on the day of pickup from the originating rental facility, and ends on the day of the equipment return to the originating facility. No allowance is made for Sundays, Holidays or outside of business hours. Lessee is obligated to return equipment to the originating facility or incur additional expense unless other arrangements have been agreed to in writing by Lessor's authorized official.
3. **Equipment Usage.** Lessee agrees that equipment usage shall be normal and customary, and warrants that Lessee is familiar and experienced in the safe operation of portable massage equipment. Training in proper handling and safe operation is strongly recommended for inexperienced or first time users of the equipment. Lessee agrees that equipment rental does not grant Lessee any title or property rights in the equipment, all title and property rights shall remain with the Lessor.
4. **Condition of Equipment.** Lessee hereby acknowledges receipt of the equipment in good working order. Lessee further acknowledges that it has examined the equipment and declares that it has received all of such equipment in secure and good working condition. Lessee's failure to object in writing to the condition of the equipment within 6 hours after receipt thereof shall be deemed conclusive that all of the equipment was in good working order when delivered.
5. **Returns.** All returns must be pre approved by Lessor and returned in resalable condition at Lessee's expense. All portable massage equipment returns are not subject to a restocking fee, however Lessee will be charged for all days equipment is in their possession.
6. **Payment.** All prices are quoted, and payments must be received, in U.S. Dollars (USD). Unless otherwise expressly stated all prices are subject to change without notice. Terms of payment are due upon equipment request. Visa, MasterCard and American Express are also accepted, COD or cash in advance may be required. Invoices are due and payable the day of invoice date ("due date") unless otherwise expressly indicated.
7. **Taxes and Other Charges.** Lessee shall bear applicable federal, state, municipal, and other government taxes (such as manufacturer's tax, retailer's occupation tax, use tax, sales tax,

excise tax, duty, custom, inspection or testing fee, etc.) Taxes, fees or charges of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Lessor and Lessee, are not included in prices shown and must be added in sales record of Lessee.

## Frequently Asked Questions

### **What are your store hours?**

Our regular store hours are as follows;

Monday 1:00pm - 5:00pm

Tuesday- Friday 9:00am-5:00pm

Saturday 9:00am - 1:00pm

Sunday - Closed

### **What is needed to rent equipment?**

In order to rent equipment, you will need a valid Texas Driver License, social security card, a job address, two or more valid phone numbers and a form of payment. Our equipment requires a credit card authorization form on file. Forms of payment we accept are: Visa Card, MasterCard, Discover, American Express. We do not accept cash or checks for payment.

### **What forms of identification do you accept?**

A promissory note is required to be signed along with a valid Texas driver's license and social security card for all rentals. Additionally, a Credit card will be required as a third form of identification/payment.

### **How is payment made on the rental equipment?**

Payment is required at the time the rental item is picked up. No cash or personal checks will be accepted. Forms of payment we accept are: Visa Card, MasterCard, Discover, American Express. We do not accept cash or checks for payment.

### **What is a CC Authorization form?**

A document, signed by a cardholder, that grants a merchant permission to charge their credit card for recurring payments during a period of time. Name on credit card and identification need to match.

### **What is Damage Checklist?**

Our damage checklist is offered on all rental contracts. This allows the lessee to look over the equipment and check that the equipment is ready for use and that any **prior** damage is not the responsibility of the lessee.

### **Can I reserve equipment in advance?**

We are happy to reserve any available item up to 24 hours in advance by filling out the online form. Same day rentals are subject to a \$10 convenience fee. If you are in need of a same day rental please call our office.

### **Weekend rental rates?**

Equipment rented Saturday and returned by the following Monday by 9:00 am will be charged a one-day weekend rate only. Equipment returned after 9:00 am will be charged for the additional day.

### **What if I rent an item the day before a Holiday?**

We do have designated holidays throughout the year when our store will be closed. Equipment that should have been returned on a holiday may be returned the next day we are open. Please call for the holiday rates.

**When does my rental time start?**

Your rental rate starts from the pick up of the rental item.

**Do you offer delivery and Pickup services?**

No, we do not offer delivery or pick up services to your event location at this time.

**What if my equipment breaks down at the job site?**

We maintain equipment in top working order and never knowingly rent a piece of equipment that is not working properly. If you have any problems with our rental equipment please call our office.

**Do I need to clean the equipment before returning?**

All equipment is sent out clean and ready to use. All equipment will be sent out with cleaning materials and will be expected to be returned in the same condition. **DO NOT USE ALCOHOL PRODUCTS ON EQUIPMENT!**