

FitnessChoice Rental, LLC
Lease Agreement

This Equipment Rental Agreement (“Agreement”) is effective as of the date of last signature (“Effective Date”), and is made between FitnessChoice Rental, a Limited Liability Company organized under the laws of the State of Montana, with mail delivered to P.O. Box 5156, Missoula, MT, 59806 (“Owner”), and _____ (“Renter”). Owner is referred to as FitnessChoice Rental, LLC and the Renter is hereinafter referred to as “Renter.”

FitnessChoice Rental, LLC rents to Renter and Renter rents from FitnessChoice Rental, LLC, subject to the terms and conditions of this Agreement:

Term

This Agreement shall commence on the Effective Date and remain in full force and effect until Equipment is collected by FitnessChoice Rental, LLC. The Equipment will be collected on _____ (“Due Date”) unless terminated earlier consistent with the terms herein.

Payment

Initial payment is due at the time the equipment is delivered and payment is expected each following month on the same day. Delivery Fee: \$_____.

Renter shall pay the following contingent upon the length of this contract:

\$_____per month for a 1 month contract

\$_____per month for a 3 month contract due each month on this day _____.

\$_____per month for a 6 month contract due each month on this day _____.

Payment to FitnessChoice Rental, LLC is accepted via check, credit/debit card, or upfront with cash. Checks can be issued to FitnessChoice Rental, LLC and mailed to P.O. Box 5156, Missoula, MT 59806.

Renter shall also pay other charges in accordance with this Agreement due upon collection of equipment, to the fullest extent allowed by law, including but not limited to:

- a) charges for optional services, if any;
- b) loss of, or damage, or repair to the Equipment, loss of use, diminution of the Equipment's value caused by damage to it or repair to it, and costs to enforce such charges including administrative fees for processing the claim and legal expenses;
- c) a fifteen dollar (\$15.00) charge per day due to late collection of the equipment due to Renter's not allowing collection;
- d) all fines, penalties, Collection Professionals agency costs, attorney fees, court costs and other expenses relating to the Equipment assessed against Owner or the Equipment for the rental term;
- e) all expenses owner incurs due to Renter's failure to allow FitnessChoice Rental, LLC to collect the Equipment including costs in locating and recovering Equipment;
- f) all costs incurred to collect unpaid monies due;
- g) thirty dollars (\$30.00) or the maximum amount allowed by law, whichever is greater, for making payment with insufficient funds.

Renter Health & Safety

All equipment provided by FitnessChoice Rental, LLC (the "equipment") to the Renter is used at the Renter's own risk. Before using any fitness equipment, or starting any programs of exercise, please consult your physician. The Renter further acknowledges that while the functions and attributes of the equipment may be explained by FitnessChoice Rental, LLC to the Renter that in no way has FitnessChoice Rental, LLC recommend the suitability of this equipment for the Renter and that this advice needs to be acquired from a medical practitioner.

By entering into this agreement the Renter is agreeing to waive certain legal rights, including the right to sue FitnessChoice Rental, LLC and each of its directors, officers, employees, representatives and agents (collectively, "FitnessChoice Rental, LLC").

Assumption of Risk

By entering into this agreement, the Renter hereby acknowledges that:

- a) the use of the equipment exposes the Renter to certain risks and hazards;
- b) as a result of the said risk and hazards, the Renter may suffer serious personal injury or bodily harm;
- c) the Renter nevertheless freely and voluntarily assumes all of the said risks and hazards, and the possibility of serious personal injury or bodily harm resulting therefrom, and that the use of the equipment shall be entirely at the Renter's own risk;
- d) FitnessChoice Rental, LLC does not assume any responsibility whatsoever for the Renter's safety in connection with the use of the equipment; nor responsible for any damage the fitness equipment causes to the property; and
- e) by entering into this agreement, the Renter will be forever prevented from suing or otherwise claiming against FitnessChoice Rental, LLC for any loss or damage connected with any personal injury, bodily harm or other adverse consequence sustained or experienced by the Renter.

Condition of Equipment

The Condition of Equipment Checklist ("Checklist") is attached. Renter acknowledges that Renter has examined the Equipment and that it is in good condition except as otherwise specified in the Checklist. FitnessChoice Rental, LLC exercises precaution in keeping our equipment in good condition and in correct working order prior to the usage of the equipment by the Renter. The Renter undertakes to return the equipment to FitnessChoice Rental, LLC in the same condition it was at the effective date of renting. Normal wear and tear is expected and accepted by FitnessChoice Rental, LLC. All equipment lost or damaged beyond repair shall be paid for by the Renter at the price the equipment was being sold for at time of renting. All damaged equipment which may be repaired will be repaired by FitnessChoice Rental, LLC and the Renter shall pay for the cost of such repairs.

Renter Possession of Equipment

The Renter assumes all responsibility for the equipment while out of the possession of FitnessChoice Rental, LLC. Equipment must remain in the initial set-up location and not be moved by Renter. Equipment can only be used in a careful and proper manner and shall not be used in any way that is inconsistent with the User's Manual. The Renter shall be liable for any loss, theft, damage, or destruction of the equipment regardless of who uses the equipment. The equipment shall be at the risk of the Renter from the time of delivery into the possession of the Renter and until collection by FitnessChoice Rental, LLC.

End of Rental Payments

Rental payments end on the last day of the rental due date. In the case that the Renter terminates this agreement, prior to the due date, the balance of all rentals due, less a discount, is still the Renter's responsibility to pay to FitnessChoice Rental, LLC.

Renter's Initials_____

The remaining balance must be paid in full if collecting equipment early due to Renter terminating the agreement. If not paid in full, the Renter will be sent to collections.

Late Fee Debt Collection

FitnessChoice Rental, LLC will notify Renter of past due balance after 5 days once by e-mail or phone. If payment is not received within 5 days thereafter a \$15.00 late fee will be added and FitnessChoice Rental, LLC will retake possession of the equipment if not paid within 3 days. If account is not current within 45 days from the due date the account will be turned over to Collection Professionals Inc., a debt recovery service. The Renter will be responsible for all costs incurred. Collection fees, Attorney fees, travel and any court cost.

Damaged Equipment Debt Collection

Should the Renter damage the equipment you will be held responsible to pay for the repair. FitnessChoice Rental, LLC will notify you within 5 days if the equipment was damaged while in your possession. The cost of repair and or replacement will be due immediately upon you the Renter being made aware of the damage. Should you fail to do so the account will be turned over to Collection Professionals Inc., a debt recovery service. The Renter will be responsible for all costs incurred. Collection fees, Attorney fees, travel and any court cost. In addition to compensation fees to FitnessChoice Rental, LLC for loss of revenue from unusable equipment.

Moving

The Renter will, in the event of moving to a new place of residence (or in the case of a business, to a new place of business), notify FitnessChoice Rental, LLC prior to such change, whereupon FitnessChoice Rental, LLC shall have the option to forthwith rescind this agreement and be entitled to immediate collection of the equipment. The Renter remains responsible for the remaining balance of the contract.

Delivery & Setup

FitnessChoice Rental, LLC agrees to deliver and setup the equipment to the Renter free of charge, subject to any delivery charges for deliveries outside FitnessChoice Rental, LLC free delivery zone. Any delivery charges will be made clear to the Renter prior to purchase by the Renter. FitnessChoice Rental, LLC agrees where practical and reasonable to assist to locate the equipment within the delivery address, however the Renter agrees to indemnify FitnessChoice Rental, LLC from any claim of damages or injury that occurs to the premises, the Renter or any other person involved in or incidental to the handling of the equipment during delivery.

Maintenance/Care

Best way to clean the exercise equipment is with mild soap and water on a damp soft cloth on the external surfaces. Never spray cleaners or liquids directly onto any part of the machine.

Equipment Collection

Equipment to be collected will be arranged with the Renter prior to the due date listed in this contract unless a renewal contract is in place. The equipment will be collected on the due date or within 3 days. The Renter will not be responsible for any rental charges for having the equipment in possession additional days. However, the equipment continues to be the Renter's responsibility and the terms and conditions in this lease agreement apply. The fitness equipment will be thoroughly reviewed and tested prior to leaving the residence or place of business. If the equipment is damaged while in the Renter's possession, damage rental charges apply. If FitnessChoice Rental, LLC is unable to collect Equipment on said date, Owner reserves the right to take any action necessary to regain possession of the Equipment.

Renter's Initials _____

THE RENTER CONFIRMS AND ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTOOD THIS AGREEMENT AND IS AWARE THAT BY ENTERING INTO THIS AGREEMENT HE/SHE IS WAIVING CERTAIN LEGAL RIGHTS WHICH THE RENTER OR HIS/HER HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST FITNESSCHOICE RENTAL, LLC. IN ADDITION, THE RENTER ACKNOWLEDGES AND AGREES THAT FINTESSCHOICE RENTAL, LLC HAS RELIED UPON THE PROVISIONS IN THIS AGREEMENT THAT EXCULPATE, EXCLUDE, LIMIT, INDEMNIFY OR RELEASE FITNESSCHOICE RENTAL, LLC FROM ANY CLAIM, DEMAND, LITIGATION, PROCEEDING, DAMAGE, LOSS, LIABILITY, HARM, COST, EXPENSE, OR INJURY THEY MAY INCUR OR SUFFER WHETHER ARISING IN CONTRACT, TORT, NEGLIGENCE, COMMON LAW, EQUITY OR OTHERWISE AND BUT FOR SUCH PROVISIONS FITNESSCHOICE RENTAL, LLC WOULD NOT HAVE ALLOWED THE RENTER TO USE THE EQUIPMENT.

Renter acknowledges receipt of a copy of this Lease Agreement and acknowledges having read and understood the foregoing.

Owner:

FitnessChoice Rental, LLC

P.O. Box 5156

Missoula, MT 59806

Owner's Signature:

Renter's Name Printed:

Renter's Signature:

Renter's Driver License Number:

Equipment Description:

Equipment ID Number: FCR

Address Location of Equipment:

Date:
