



When finished return completed form to Leigh Lynch at leigh@coromed.us

CORO MEDICAL EQUIPMENT RENTAL AGREEMENT

Address: _____

Phone: _____ Email/Fax _____

Customer Contact: _____ Commencement Date: _____

Rental Term: _____ Monthly Payment: \$ _____

Name of Party Responsible for Equipment: _____

Identification of Equipment:

ZOLL AED Package (Month-to-month)

ZOLL AED Package (3-year rental)

G3 AED Package (Month-to-month)

G3 AED Package (3-year rental)

*Additional equipment and/or condition information may be listed on a separate document.

BY SIGNING BELOW, I CERTIFY THAT I HAVE READ, UNDERSTOOD, AND AGREED TO THE TERMS AND CONDITIONS SET FORTH BELOW. FURTHER I REPRESENT AND GUARANTEE THAT I AM DULY AUTHORIZED AND HAVE FULL AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF THE CUSTOMER.

Coro Medical, LLC Customer

By: Leigh Lynch _____ By: _____

Title: Rental Manager _____ Printed Name: _____

Title: _____

Date: _____

TERMS AND CONDITIONS

Coro Medical, LLC's rental of the Equipment is expressly conditioned on Customer's assent to the terms of this Agreement. Coro Medical, LLC ("Coro") agrees to rent the Equipment to Customer only on these terms and Customer's acceptance of the Equipment covered by this Agreement shall confirm Customer's acceptance of these terms. This Agreement shall constitute the complete understanding between the parties and shall govern any conflicting or ambiguous terms on Coro's website or on other documents. These terms shall not be revised in any manner without the prior written consent of an officer of Coro. If Coro incurs expenses to enforce this Agreement it shall be entitled to recover from Customer any and all damages, losses, expenses and costs, including reasonable attorney fees and fees to obtain repossession, incurred as a result of or in connection with such enforcement. Coro shall not be liable for any loss or damage due to causes out of its reasonable control, including, but not limited to, acts of God, acts of governmental authorities, war, civil unrest, delays in manufacture, and the inability to obtain goods from usual sources.

Coro makes no warranty, express or implied, and expressly disclaims all implied warranties or conditions of merchantability, the absence of mechanical or electrical defects, fitness for a particular purpose and those warranties arising by statute or otherwise in law. Coro shall not be liable for incidental, consequential, special, exemplary, punitive, or other damages that exceed the total amount of fees paid to Coro by Customer. Customer understands that Coro is not the manufacturer of the Equipment. Customer hereby covenants to review the conditions of the Equipment's warranty and to comply with all conditions of the warranty and not to undertake any actions which would prevent Coro from exercising its rights under the warranty. The failure of Customer to comply with this covenant shall constitute a default hereunder at which time Coro shall have all remedies provided to it by this Agreement and Tennessee law. The Equipment is provided "AS IS." Customer shall inspect the Equipment and upon its own knowledge and discretion, not upon the reliance of any statement, inference, or knowledge of Coro, and determine if the Equipment is fit for use in the Customer's business.

TERM. This Agreement shall be for the Rental Term and begin on the Commencement Date, as stated above. Customer shall return the Equipment to Coro in the same condition in which it was received by Customer, less ordinary wear and tear, upon the termination of this Agreement. If Customer files bankruptcy, this Agreement terminates, Customer waives its right to possession, and Coro is entitled to immediate possession of the Equipment.

CANCELLATION: Customer shall be responsible for a minimum of twelve (12) months rental payment for all three-year contracts. If a three-year agreement is cancelled in less than twelve (12) months, Coro will charge the credit card on file for a full twelve (12) month term. If three-year agreement is cancelled after twelve (12) months, Coro will charge two additional months rental fee upon receipt of returned equipment. Agreements less than three-years are considered month-to-month.



RENT. Customer shall pay the monthly rental, as set forth above or on Exhibit A, to Coro one month in advance on the first day of each month, without demand and without right of setoff, during the Term of this Agreement. Time is of the essence with respect to the payment of rent. Rent and all corresponding fees are incurred by the day. Customer incurs a late charge of 10% of the monthly rental payment if a monthly rental payment is made more than three days after the due date.

PLACE OF USE. Customer shall not remove the equipment from the address of the Place of Use, identified above, without prior written approval of Coro. Customer shall be responsible to maintain casualty insurance on the Equipment with losses payable to Coro.

TITLE. Coro is and shall remain the owner of the Equipment. Customer shall not acquire any equity or ownership interest in the Equipment by making rental payments or repairs. Customer shall not encumber or place any liens on the Equipment and shall not allow third parties to encumber Coro's title in the Equipment.

CONDITION OF EQUIPMENT. Customer shall keep the Equipment in good operating condition and be responsible for any loss or damage to the Equipment as a result of misuse or negligence during the term of this Agreement. Coro shall furnish all necessary maintenance for the Equipment during the term of this Agreement. Customer shall be responsible for replacement of consumables (e.g., patient cables and tubing, recorder paper, storage media, calibration gases, over-the-counter batteries etc.). Customer shall notify Coro immediately of any accidents or damages to or arising from the use of the Equipment or if the Equipment is not performing to Manufacturer's standards. Further and upon prior notice to Customer, Coro may inspect the Equipment wherever located during regular business hours. Coro's maintenance of the Equipment shall take place during hours of 8:00 A.M. and 5:00 P.M. in Franklin, TN, Monday through Friday, excluding all Holidays. In the rare circumstance when Coro service technicians are rendered unavailable due to mandatory training commitments or other delay, Coro will perform the service as soon as reasonably possible.

OPERATION OF EQUIPMENT. Customer shall operate the Equipment with reasonable care and in compliance with all laws, regulations, rules, orders, and Equipment manufacturer's guidelines, in its usual course of business. Customer shall bear all expenses incidental to the possession, use, and operation of the Equipment. Customer shall not permit unqualified persons to use, perform maintenance, or otherwise modify the Equipment. Customer shall be strictly liable to Coro for any losses or damages to the Equipment arising out of misuse or negligence during the Term of this Agreement.

INDEMNITY. Customer unconditionally agrees to defend, indemnify, and hold harmless Coro from all actions, charges, complaints, demands, lawsuits, arbitrations, administrative actions, subpoenas, governmental investigations, and proceedings ("Claims") brought by any person, entity, or agency against Coro, or for Claims asserted only against Customer if Coro suffers damages, forfeitures, debts, liabilities, obligations, penalties, fines, costs, and expenses, including reasonable attorneys' fees ("Losses"), arising out of or alleged to have arisen, directly or indirectly, out of the Equipment or this Agreement. Customer's indemnification obligations shall not apply to the extent that Claims or Losses are found to have been caused by the intentional conduct of Coro. This provision shall survive the termination of this Agreement.

DEFAULT. Customer breaches this Agreement by failing to fulfill or perform any condition or obligation imposed by this Agreement. Upon Customer's breach, Coro shall have the right, at its sole option, to terminate this Agreement and take immediate possession of the Equipment, including all substituted parts and accessories, and thereupon all Customer's rights in the Equipment shall cease and terminate. Coro's remedies in case of default shall be cumulative and Coro may exercise any and all other lawful remedies it may have by virtue of Customer's default. Failure to enforce a provision of this Agreement shall not be construed to be a waiver of such provision or the right of Coro thereafter to enforce each and every provision. Customer's default shall not affect its duty to perform its obligations herein to Coro in full. All remedies herein shall survive termination of this Agreement.

ASSIGNMENT. This Agreement and all of the Coro's rights hereunder, including its right, title, and interest in and to the Equipment may be assigned by Coro at any time. In the event of any such assignment by the Coro, assignee's rights shall not be subject to any prior claims or offsets of Lessee against the Company. Customer may not assign this Agreement or any rights and obligations hereunder, in whole or in part, voluntarily, involuntarily, or by operation of law, without prior written consent of Coro.

MISCELLANEOUS. This Agreement is executed in and shall be governed and constructed in accordance with the substantive laws of the State of Tennessee and without regard to its laws concerning choice of law. The parties agree that any legal action brought in connection with this Agreement shall be maintained only in the Federal District Court for the Middle District of Tennessee or in the Tennessee state court having jurisdiction over such claim. This Agreement shall be binding upon the parties and their successors-in-interests. Nothing expressed in this Agreement is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors any legal or equitable right or claim under this Agreement. In the event that any portion of this Agreement is determined to be illegal or unenforceable, such illegality or unenforceability shall not affect the remaining terms of this Agreement. This Agreement may be executed in counterparts and is subject to the Tennessee Electronic Transactions Act, and an electronic signature shall be binding upon such party as if it was executed and delivered in person.

When finished return completed form to Leigh Lynch at leigh@coromed.us