



**The Dobermann Club of New South Wales Incorporated**

## RENTAL AGREEMENT

The Dobermann Club of New South Wales Incorporated Registered Number Y07156-30 of 1,1 The Broadway Penrith NSW 2750 hereby known as the **Lessor**, agrees to Rent a Holter Heart Monitor and accessories, listed below, to:

(Name of Lessee) \_\_\_\_\_ Hereby known as the **Lessee**.

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_ Email: \_\_\_\_\_

This agreement is for a period commencing: \_\_\_\_\_ to \_\_\_\_\_

**Minimum cost per dog: Non member: \$150 Member: \$75**

Cost/Fee: \$ \_\_\_\_\_ x \_\_\_\_\_ Number of Dog(s)/breed to be tested: \$ \_\_\_\_\_

Misc Fees: \$ \_\_\_\_\_ Shipping/Handling fees: \$ \_\_\_\_\_

Misc fees description: \_\_\_\_\_ Total fees: \$ \_\_\_\_\_

**Method of payment:** Cash \_\_\_\_\_ Direct Deposit \_\_\_\_\_

### SCHEDULE OF OUTGOING RENTAL ITEMS

<u>ITEM NAME</u>	<u>DESCRIPTION</u>	<u>Value</u>
Holter Heart Monitor	DR200	\$2000
Vest (small, med or large) & straps	Black	\$175
Holter monitor case & 64GB Silicon Drive	Black case & card	\$150
Leads		\$100

**The Lessee agrees to the following:**

**TERMS AND CONDITIONS**

1. In this agreement:
  - a. **"Lessee"** means the Lessee identified on the face of this form;
  - b. **"Lessor"** means The Dobermann Club of NSW Inc
  - c. **"Equipment"** means Holter Monitor, Vest, Holter monitor case and related equipment particularized in the Schedule above.
2. The Lessee is responsible for all loss or damage to the equipment borrowed which is due to the negligence of the Lessee, its employees or agents while they are in its care, custody or control and will pay the total value of the items damaged as particularized in the schedule above upon demand.
3. The equipment will be inspected by the Lessor upon their return by the Lessee and the incoming condition of the equipment will be noted in writing where damage occurs. Any damage whatsoever shall be deemed to be damage requiring payment of the cost of replacement of the item at the value apportioned above or the cost of replacement whichever is the greater.
4. The Lessee shall keep and maintain the equipment in such a place or in such a manner as to reasonably protect the equipment from damage, loss or theft and, without limiting the generality of the foregoing, the Lessee shall maintain the equipment under circumstances which will protect them from soil, mishandling, deterioration and weathering.
5. The Lessee agrees:
  - a. to comply with the guidelines established by the Lessor in this agreement or otherwise; for the care and maintenance of the equipment while they are in the care custody or control of the Lessee;
  - b. to immediately advise the Lessor in the event of damage loss or theft of the equipment; and
  - c. that should damage, loss or theft occur during transit, or if the Lessee cannot determine whether such damage, loss or theft occurred during transit, then the Lessee shall immediately notify the Lessor and the Carrier, and all packing materials shall be saved until the parties hereto and the Carrier have had an opportunity to inspect them and:
  - d. not to alter or repair any equipment without prior written consent of the Lessor.
6. The Lessor may require a deposit to cover the replacement cost of the equipment if it is damaged while in the Lessee's possession. The Lessee will provide cash deposit deposited in the nominated bank account of the Lessor in the amount of \$.....
7. The Lessee is responsible for all shipping fees of the equipment and must use the courier as pre-arranged by the Lessor.
8. The Lessee will test only the number of dogs as listed on this contract and will not test any additional dogs without the written permission of the Lessor. The Lessee will not allow other persons to use the equipment without written permission of the Lessor.
9. The Lessee is responsible to return all the equipment promptly. Lessee is solely responsible for the transportation of the equipment by any third party. Additional fees may be charged for late return.
10. The Lessee will indemnify and hold harmless the Lessor against any and all claims and expenses, including reasonable legal fees, arising from the use of the equipment under this Agreement.
11. The Lessor will take no responsibility for any electrodes coming loose or false readings. The Lessee is responsible in assuring the monitor stays correctly hooked up. There will be an additional charge if additional silicon cards, hook-ups or supplies are required.
12. The Lessor reserves the right to require the immediate return of the Rental equipment at any time, for any reason.
13. Upon completion of this agreement the silicon card reader used to record the results becomes the sole property of the Lessor and will be returned to the Lessor for transmission to Alba Medical. The Lessor will take no responsibility for any results of each tape and will not interpret the results. Alba medical will e-mail the results directly to the Lessee.
14. This Agreement will be interpreted in accordance with the laws of New South Wales Australia as if made and performed by and between parties situate in such province and without regard to any conflict of laws doctrine. All disputes, controversy or claims arising out of or in connection with or in relation to this Agreement, including any question regarding its existence, validity or termination, will be submitted to and (subject to any equitable relief the Lessor may seek in any other jurisdiction to protect his rights hereunder) be subject to the jurisdiction of the courts of NSW Australia which will have exclusive jurisdiction in the event of any dispute under this Agreement.
15. This Agreement constitutes the entire agreement between the parties hereto with regard to the subject matter hereof. No prior or contemporaneous written or oral representation, negotiation or agreement form a part of this Agreement, and this Agreement supersedes any other prior written or oral agreements between the parties relating to the subject matter of this Agreement.
16. No provision of this Agreement will be considered waived by the Lessor, unless such waiver or consent is in writing and expressly referring to this Agreement.

- 17. Independent of, severable from and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, in no event will the Lessor's aggregate liability to the Lessee (including liability to person or persons whose claim or claims are based on or derived from a right or rights claimed by the Lessee), with respect to any and all claims at any and all times arising from or related to the services rendered under this Agreement, in contract, tort or any other legal theory otherwise exceed the consideration paid by the Lessee to the Lessor under this Agreement. In no event will the Lessor be liable to the Lessee for any consequential, indirect, special or incidental damages, even if the Lessor has been advised of the possibility of such potential loss or damage. The foregoing limitation of liability and exclusion of certain damages will apply regardless of the success or effectiveness of other remedies.
- 18. The Borrower acknowledges that all local costs of rental are payable in Australian currency but replacement costs of damaged or lost rental items in the event of loss and/or damage will be assessed with reference to the cost of replacement in US dollars as the equipment and ancillaries must be acquired from Alba Medical, 145 Lawrence Street New Hyde Park New York 11040 USA
- 19. **The above Rental has been authorized on behalf of the Lessor by:**

Signature of Lessor's agent: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Lessor's agent: \_\_\_\_\_ Title: \_\_\_\_\_

The undersigned, hereby confirms the contract particulars as noted above, subject to the terms and conditions which form a part of this Agreement. This offer when accepted in writing by the Lessor, constitutes a legal and binding agreement.

Signature of Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Lessee: \_\_\_\_\_ Title: \_\_\_\_\_

<p><u>The receipt of the return of the above Equipment has been acknowledged on behalf of the Lessor by:</u></p>	
Signature of Lessor's agent: _____	Date: _____
Name of Lessor's agent: _____	Title: _____
Signature of Lessee: _____	Date: _____
Name of Lessee: _____	Title: _____