

GEAR WASH - Turnout Rental Agreement

This Rental Agreement made this _____ day of _____ in the year _____ (the "Execution Date") between Gear Wash, LLC herein after referred to as "Gear Wash" located at 657 S. 72nd Street, Milwaukee, Wisconsin 53214 and _____ located at _____ herein referred to as "Renter", agree to the following Terms and Conditions:

1. **TERM:** This Rental Agreement shall extend for the period from the Execution Date to the date the rental equipment is returned to Gear Wash.
2. **RENTAL:** The Renter shall pay to Gear Wash the rental fee for the period from the Start Date and ending 7 business days (the grace period) from the Return Date. If equipment listed above is not returned within 7 business days from the Return Date, late fees, repair/replacement costs listed below will be charged to the Renter's Credit Card provided on Exhibit A.
3. **SECURITY DEPOSIT, LATE FEE, REPAIR, CLEANING AND REPLACEMENT FEES:** Renter agrees that an upfront deposit of \$175.00 will be charged to Renter's credit card number provided on Exhibit A. Renter agrees that Gear Wash shall be entitled to a late fee of \$35.00, plus \$7.50 per day for each day equipment listed above is not returned to Gear Wash within 7 business days from Return Date. Gear Wash shall charge all fees, including late, cleaning, repair, replacement fees to the credit card listed on Exhibit A. Repair shall be as listed on Gear Wash's then current clean and repair price list. Damage to the liner moisture barrier will result in being charged the replacement cost for that item if it can not be repaired. Fees are as follows:
 - a. Advanced Cleaning and Inspection = \$42.50 per piece
 - b. Turnout Jacket replacement cost = \$285.00 each
 - c. Turnout Trouser replacement cost = \$235.00 each
 - d. Helmet replacement cost = \$95.00 each
 - e. Liner Moisture Barrier or Thermal Layer – Then current replacement cost.
4. **ACCEPTANCE** The Renter acknowledges that they will inspect and accepted the equipment listed on Exhibit A in good condition and repair and further acknowledges that they have read and understands the terms and conditions of this agreement.
5. **PAYMENT:** Renter agrees that Gear Wash may charge late fees, repair, cleaning or replacement fees by method of credit card on provided on Exhibit A or may pay in person with cash at Gear Wash.
6. **OWNERSHIP:** The equipment listed in Exhibit A is and shall at all times be and remain the sole and exclusive personal property of Gear Wash but that the Renter shall have the right to use the same except as expressly set forth in this Rental Agreement.
7. **USE:** The equipment listed above shall be used only for the purpose of training in a manner for which it is intended and for no other purposes. THIS EQUIPMENT SHALL NOT BE USED FOR ACTIVE FIRE DEPARTMENT SERVICE, AND IS NOT INTENDED AS SUCH.
8. **LIMITATION OF LIABILITY:** Gear Wash shall not be responsible or liable for injury, illness, or death due the use of the rental equipment in any manner. Gear Wash will not in any event be liable for any special, indirect, consequential, or incidental damages to the Renter (or any third party) by reason of the Renter's breach of this Agreement or defects in its products or services.
9. **REPAIR & LOSS:** During the term of this Rental Agreement the Renter shall bear the expense and cost of any loss, damage, or destruction to the equipment listed above howsoever caused and the Renter shall at his own expense keep the equipment listed above in good and workable condition and shall make all necessary repairs required thereto, provided, however, all repairs of whatsoever nature and kind shall be made by Gear Wash, its employees or agents at the Gear Wash's place of business or by such persons as may be approved in writing by the Gear Wash, and in any event, the cost of all such repairs shall be paid by the Renter on the credit card listed in Exhibit A or any other card Renter chooses within 10 days of the date of an invoice from the Gear Wash to the Renter for such repairs.
10. **CANCELLATION:** The Renter shall have the right to cancel this Rental agreement at any time of the term hereof, on the following conditions:
 - a. The equipment listed above shall be returned forthwith to Gear Wash at appropriate address listed below, with all shipping and/or postage charges and insurance prepaid.
 - b. The equipment listed above shall be returned in good, clean, and workable condition, reasonable wear and tear, as determined by Gear Wash, only accepted;
 - c. The Renter shall pay the cost of any repairs to the equipment listed above which Gear Wash, in its sole opinion, deems necessary to place the gear in a good and workable condition per current NFPA 1971 standards;
 - d. If equipment listed in Exhibit A is returned prior to the Return Date, a prorated fee will be billed based on a thirty-day (30) rental period. Rental equipment returned after the 15th day of any calendar month will be billed the full monthly (30 day) period.
11. **SURRENDER:** Renter agrees to surrender the equipment listed above in as good order as received by Renter at the end of the Rental agreement, subject to normal wear and tear, or Renter shall pay for the loss or repairs. In the event that litigation becomes necessary to fulfill the terms of this agreement, I also agree to pay all costs, both legal and extralegal that Gear Wash may incur in recovering the equipment listed above. I agree to notify Gear Wash in case of any changes to the information in Exhibit A as entered by me. Upon the expiration of the term of this Rental agreement, the Renter shall deliver the equipment listed in Exhibit A to Gear Wash at the noted address with all shipping and/or postage charges and insurance prepaid. EQUIPMENT RETURNS WILL ONLY BE ACCEPTED BY SHIPPING and shall be shipped to: Gear Wash, LLC, 657 Sout 72nd Street, Milwaukee, WI 53214.
13. **DEFAULT:** If the Renter shall default in the payment of repair or replacement cost as hereinbefore provided or if the Renter attempts to remove or sell or part with possession of the equipment listed above, then, and in either such event, the Renter shall, upon the demand of Gear Wash, forthwith deliver the equipment listed above to Gear Wash at the cost and expense of the Renter to such place as Gear Wash shall designate.
14. **ASSIGNMENT:** The Renter shall not assign this Rental agreement or the interest of the Renter hereunder without the prior written consent of Gear Wash, and neither this Rental Agreement for any interest therein is assignable or transferable by operation of law.
15. **INTERPRETATION:** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without application of choice of law principles. All disputes arising hereunder shall be resolved in state or federal courts located in Milwaukee County, Wisconsin, to which jurisdiction the parties hereto irrevocably consent.
16. **NOTICES:** Service of all notices under this Rental agreement shall be sufficient if given personally or mailed to Gear Wash at its respective address, or at such address as Gear Wash may provide in writing from time to time. Notice mailing address: Gear Wash, LLC, 657 South 72nd Street, Milwaukee, WI 53214.
17. **GUARANTEE OF DELIVERY:** Gear Wash will deliver the Rental equipment to Renter (or to the training school location) prior to, or on, Renter's first class session that this equipment is needed provided that Renter's paid order is received AT LEAST 15 business days prior to the start of your training session. All orders received later than 15 days prior to your class starting date, will be delivered as soon as possible. If Gear Wash does not have gear in stock to fit Renter's body type/build, equipment may have to be ordered. Orders may take up to 6 weeks for Gear Wash to receive prior to delivery of gear to Renter.
18. **IN WITNESS:** Whereof, the Renter hereto has executed this Agreement the day and year first above written.

RENTER'S SIGNATURE: _____ **DATE:** _____

PRINT NAME: _____