

# RENTAL AGREEMENT

LESSOR: May Fitness Enterprises Inc. DBA Austin Fitness Rentals  
8222 Jamestown Dr. #D102 Austin Texas 78758  
(512) 687 3161  
Sales@AustinFitnessRentals.com



## To Be Completed By Renter:

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Address Street 1: \_\_\_\_\_

Address Street 2: \_\_\_\_\_

City: \_\_\_\_\_ State: TX Zip: \_\_\_\_\_

Co-Applicant Information: First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

We do not require deposits or run credit checks, however we do require the following:

Personal Reference (Not member of household) \_\_\_\_\_ Phone # \_\_\_\_\_

Employer: \_\_\_\_\_ Position: \_\_\_\_\_ Phone #: \_\_\_\_\_

Employer Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

To Be Completed By Austin Fitness Rentals: Agreement Number: \_\_\_\_\_ Date: \_\_\_\_\_

### DESCRIPTION OF PROPERTY AND RENTAL RATES:

Unit #: \_\_\_\_\_ Product Number: \_\_\_\_\_ Serial Number: \_\_\_\_\_

Description: \_\_\_\_\_ Condition: \_\_\_\_\_

RENTAL PAYMENTS: Weekly Amount: \_\_\_\_\_ Minimum Number of Weeks \_\_\_\_\_

INITIAL RENTAL PAYMENT: Your initial rental payment includes the following charges:

Rent: \_\_\_\_\_ Delivery Charge: \_\_\_\_\_ State Tax: \_\_\_\_\_ TOTAL: \_\_\_\_\_

## TERMS OF AGREEMENT

As used in this agreement "you" and "your" mean the person or persons signing this agreement as renter. "We" and "our" mean the Lessor/Owner (Austin Fitness Rentals). "Lease" means this Rental Purchase Agreement.

OWNERSHIP: You DO NOT acquire any ownership rights in the property under this agreement.

RISK OF DAMAGE OR LOSS: You are liable for the value of the property in excess of normal wear and tear in the event it is lost, destroyed or damaged. Your liability will not be greater than the direct sale price of the unit. If damaged, your liability is the lesser of that price or the reasonable cost to repair the property.

ACCEPTED (Initial) \_\_\_\_\_

RENTAL TRANSACTION: This is a rental transaction. You may use the Equipment for the term of this Lease AND ANY SUBSEQUENTLY PAID TERM. There are no payment grace periods. Time is of the essence in this Lease.

ACCEPTED \_\_\_\_\_

INTENT: You agree that by signing this lease your intent is to enter the rental program.

ACCEPTED \_\_\_\_\_

RENEWAL: This agreement will automatically renew if the Equipment is not returned at the end of the minimum rental term. Should you wish a new rate for an extended term, please contact us to select the new rental period and get the rates.

ACCEPTED \_\_\_\_\_

TERMINATION: You may terminate this lease at the end of your rental contract, with no penalty, by calling us to pickup or returning the property to us. You must be in good standing with your payments and paid all rental payments and other charges due through end of the contract date. If you must terminate your rental contract early for any reason, you agree to pay 30% of the total rental contract price plus the standard delivery fee.

ACCEPTED \_\_\_\_\_

REINSTATEMENT AMOUNT: If rent payment is not made within 3 days of the end of the lease period, you will be required to pay a reinstatement amount equal to the lesser of either (i) \$5.00 or (ii) 5% of delinquent amount with minimum of \$2.00.

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ACCEPTED \_\_\_\_\_

OUR RIGHTS TO TAKE POSSESSION: If you do not renew this lease, we have the right to take possession of the property. If you do not allow us to do so, you agree to pay our costs incurred in taking possession of the property including reasonable attorney's fees.  
ACCEPTED \_\_\_\_\_

ASSIGNMENT: You may not sell, mortgage, pawn, pledge, encumber, hock, dispose of the property or move it from your current residence without our consent. If you do, you will have breached this lease, and we will have the immediate right to possession of the property. We may sell, transfer, or assign this lease without notice to you.  
ACCEPTED \_\_\_\_\_

TITLE MAINTENANCE AND TAXES: We retain title to the property at all times and will pay any taxes that might be levied upon the property. You do not own the property unless you buy it. We will maintain the property in good working order as long as you rent it.  
ACCEPTED \_\_\_\_\_

COLLECTION Austin Fitness Rentals may attempt to collect any past due balance on your account through third party collection services, our attorney's office and/or civil litigation. The customer hereby agrees to pay all collection and legal fees on this account in accordance with the laws of the State of Texas if such action be necessary, as well as 1.5% per month / 18% per annum interest on any past due invoices, as well as any Non-sufficient fund charges as allowed by law in the event of a returned check.  
ACCEPTED \_\_\_\_\_

NOTICE TO RENTER: Do not sign this Rental Purchase Agreement before you read it or if it contains any blank spaces. You are entitled to an exact copy of the Rental Agreement you sign. Keep it to protect your legal rights. Product information and prices will be emailed to you prior to electronic signature agreement.  
ACCEPTED \_\_\_\_\_

BY SIGNING THIS LEASE, YOU ADMIT THAT YOU HAVE READ IT, THAT YOU UNDERSTAND IT AND THAT YOU HAVE RECEIVED EMAILED NOTIFICATION OF PRICING. PAPER SIGNATURES WILL BE REQUIRED TO DOCUMENT YOUR ACKNOWLEDGMENT THAT YOU HAVE RECEIVED THE EQUIPMENT IN SATISFACTORY CONDITION.  
Comments:

SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

CO-RENTER SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

IF APPLICABLE:

ENTITY: Entity Name: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

PERSONAL GUARANTEE FOR ENTITY: I, \_\_\_\_\_, hereby unconditionally, absolutely, and irrevocably guarantee to Austin Fitness Rentals the prompt payment and performance, at the times due and payable or performable and at all times thereafter, of the obligations incurred by \_\_\_\_\_ pursuant to this Rental Agreement. (ENTITY NAME)

SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

AFTER YOU HAVE SATISFIED YOUR MINIMUM RENTAL TERM, YOUR SERVICE WILL AUTOMATICALLY CONTINUE IN ORDER TO PROVIDE YOU UNINTERRUPTED ACCESS TO YOUR RENTAL EQUIPMENT. THERE WILL BE NO INCREASE IN YOUR RENTAL RATE AND PAYMENT WILL CONTINUE ON THE SAME SCHEDULE (WEEKLY OR MONTHLY) UNTIL YOU CONTACT AUSTIN FITNESS RENTALS.

CONTACT 512-687-3161 OR SALES@AUSTINFITNESSRENTALS.COM TO UPDATE YOUR RENTAL AGREEMENT OR TO CANCEL YOUR SERVICES AND SCHEDULE A PICKUP OR DROP-OFF OF THE RENTAL EQUIPMENT.