

RENTAL AGREEMENT

LESSOR: May Fitness Enterprises Inc. DBA Austin Fitness Rentals
2136 Rutland Drive Suite C, Austin, Texas 78758

(512) 687-3161

Sales@AustinFitnessRentals.com



To Be Completed By Renter:

How did you hear about us? _____

First Name: _____ Last Name: _____

Phone #: _____

Address Street 1: _____

Address Street 2: _____

City: _____ State: TX Zip: ____

Co-Applicant Information: First Name: _____ Last Name: _____

We require a personal guarantee for any entity leasing Equipment. (If you are renting this equipment on behalf of a business.)

Entity: _____

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

Personal Reference (Not member of household) _____

Phone # Of Personal Reference: _____

Your Employer: _____ Your Position: _____

Employer Address: _____ City: ____ State: ____ Zip: ____ Phone #: _____

To Be Completed By Austin Fitness Rentals: Agreement Number: _____ Date: _____

DESCRIPTION OF EQUIPMENT 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 Rental Agreement "you" and "your" mean the person(s) or entity signing this Rental Agreement as renter. "We", "our" and "AFR" mean the Lessor/Owner/Austin Fitness Rentals. "Lease" means this Rental Agreement. "Equipment" means the fitness equipment being rented as described above.

OWNERSHIP: You DO NOT acquire any ownership rights in the Equipment under this Rental Agreement.

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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: (Initial)_____

INTENT: You agree that by signing this Lease your intent is to enter the rental program. All representations, warranties and indemnities made or agreed to by you in or in connection with this Lease shall survive expiration, cancellation or termination of this Lease. We may sell, transfer, or assign this Lease without notice to you.

ACCEPTED: (Initial)_____

RISK OF DAMAGE OR LOSS: You are liable for the value of the Equipment 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 Equipment. If damaged, your liability is the lesser of direct sale price of the Equipment or the reasonable cost to repair the Equipment.

ACCEPTED: (Initial)_____

RIGHT TO INSPECTION. We may inspect the Equipment and your records related thereto at any time during business hours.

ACCEPTED: (Initial)_____

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

ACCEPTED: (Initial)_____

ASSIGNMENT: You may not sell, mortgage, pawn, pledge, encumber, hock, dispose of the Equipment or move it from the address you have listed above without our consent. If you do, you will have breached this Lease, and we will have the immediate right to take possession of the Equipment.

ACCEPTED: (Initial)_____

SECURITY INTEREST: You hereby grant AFR a security interest in the Equipment and all replacements thereof to secure your obligations under this Lease and all present and future indebtedness to AFR. The Equipment shall at all times remain AFR's Equipment. At your expense, you shall protect and defend AFR's title and interest and keep the Equipment free of all claims and liens except those created by or arising through AFR. You hereby authorize AFR to file such financing statements as AFR deems necessary to protect AFR's interests in the Equipment without your signature, and, if such signature is needed, you appoint AFR as your attorney-in-fact to sign such items in your name.

ACCEPTED: (Initial)_____

PAYMENT: It is your responsibility to keep your payment information up to date. Should your recurring payment fail for any reason, you agree to pay any additional fees associated with the failed transaction, including costs attributable to AFR's time and expenses of up to \$25 per occurrence.

ACCEPTED: (Initial)_____

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: (Initial)_____

TERMINATION: This Lease cannot be cancelled or terminated except as expressly provided herein. You agree that your obligation to pay rent and any other amounts pursuant to this Rental Agreement is absolute and unconditional and shall not be subject to any abatement, reduction, set off or defense of any kind.

1. Provided you have paid all rental payments and other charges due through the end of the contract date, you may terminate this Lease at the end of your rental period with no penalty by either calling us to pick up the Equipment or returning the Equipment to us.
2. Early termination. **If you terminate your rental contract prior to the conclusion of the rent period indicated above for any reason, you agree to pay an early termination fee equal to 30% of the total rental contract price (Rent multiplied by the number of weeks of this Rental Agreement plus the standard Delivery Charge listed above of \$_____).**

ACCEPTED: (Initial)_____

OUR RIGHTS TO TAKE POSSESSION: If you do not renew this Lease or your payments pursuant to this Lease are more than 10 days in arrears, we have the right to take possession of the Equipment. You agree to cooperate with us to arrange for picking up the Equipment. If you do not allow us to do so, you agree to pay any costs we may incur in taking possession of the Equipment, including reasonable attorney's fees.

ACCEPTED: (Initial)_____

NOTICE TO RENTER: Do not sign this Rental 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. Equipment information and prices will be emailed to you prior to signature agreement.

ACCEPTED_____

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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 ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE EQUIPMENT IN SATISFACTORY CONDITION.

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.

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: _____