



Rental Terms and Conditions

1. **Ownership of Gear.** All rental turnout gear (the Gear) leased pursuant to the Turnout Gear Lease Agreement (the Lease) is and shall remain the exclusive property of TurnoutRental, LLC (the Company). Unless otherwise confirmed in writing by the Company, Customer does not acquire any right, title or interest in or to the Gear, except the right to possess and use the Gear so long as the Customer is not in default under the Lease.
2. **Use of Gear.** The Customer represents and agrees that the Gear will be used at all times in accordance with the Lease and only for training purposes at locations directed by the fire training academy or department.
3. **Authorization/Responsibility for Credit Card Charges.** When providing credit card information or other payment information to the Company, Customer represents to the Company that Customer is the authorized user of the credit card and, that the credit card account is in good standing and available for transactions. Customer agrees that the Company is authorized to charge the credit card for any costs or charges identified in the Lease and in these terms and conditions at the time such costs or charges are incurred and that no further authorization from Customer or any other person will be required in order for the Company to do so. The credit card holder is responsible for all costs or charges that are identified in the Lease and these terms and conditions, including but not limited to those charged to the credit card whether such costs or charges were incurred by the credit card holder or anyone using the credit card with the permission of the cardholder. Customer agrees that the Company is authorized to ship the Gear to an address that is different from the credit card billing address. Customer agrees to promptly notify the Company if the credit card expires or is cancelled for any reason; or, of any changes to the credit card number, its expiration date, billing address or other billing information.
4. **Return of Replacement Gear.** Except as otherwise noted in the Lease, within five (5) days of receiving replacement Gear the Customer must return the original Gear to the Company. If the original Gear is not returned within such five (5) day period, the Customer will be charged an additional rental fee of Fifty Dollars (\$50.00) for each seven (7) day period thereafter, or any part thereof, until the original rental Gear is returned to the Company. In the event the original Gear is not returned in full within thirty (30) days from the date the replacement Gear was received, in addition to the continuing rental charge, the Customer will be charged an amount equal to the then full replacement cost of the Gear. Any deposit made by the Customer hereunder, to the extent not applied to reconditioning of the Gear as herein provided, may be applied by the Company to the payment of the additional rental charges.
5. **Return of Gear upon Termination of Agreement.** Except as otherwise noted in the Lease, within ten (10) days of completion of Customer's training program, the Customer must return the Gear to the Company. If the Gear is not returned within such ten (10) day period, the Customer will be charged an additional rental fee of Fifty Dollars (\$50.00) for each seven (7) day period thereafter, or any part thereof, until the Gear is returned. In the event the rental gear is not returned in full within thirty (30) days from the date of the completion of the training program, in addition to the continuing rental charge the Customer will be charged an amount equal to the then full replacement cost of the Gear, but, in any event, no less than One Thousand Dollars (\$1,000.00). Any deposit made by the Customer hereunder, to the extent not applied to reconditioning of the Gear as herein provided, may be applied by the Company to the payment of the additional rental charges.
6. **Security Deposit.** A security deposit may be added in addition to the rental amount of the Gear. The deposit will be held by the Company to cover any damage and/or replacement cost over and above the normal wear and tear of the Gear as outlined in Paragraphs seven (7) and eight (8) below. The Customer and the Company recognize that the deposit amount may not be sufficient to cover any or all chargeable damage to the Gear, in which case the Customer agrees to pay any additional charges for damage over and above the normal wear and tear that exceeds the amount of the deposit within ten (10) days upon notification by the Company. Upon return of the Gear and inspection of the same by the Company, the deposit will be returned to the Customer, less any charges over and above the normal wear and tear of the Gear; provided that Customer requests a return of the deposit and provides express payment instructions where the deposit may be sent. Customer acknowledges and agrees that all refunds not requested within ninety (90) days of the return of the Gear are forever waived. Refunds will be issued to the method payment and take up to 30 days to process from the day updated card information is provided.
7. **Condition of Gear** The Customer agrees to accept the Gear as is. The Company shall not be liable to the Customer for any loss, claim, demand, liability, cost, damage or expense of any kind, caused, or alleged to be caused, directly or indirectly, by the Gear, or by any inadequacy thereof. Normal wear and tear is included in the rental price and includes, but is not limited to, small holes and tears in the coat and pants; missing snaps, hooks, or suspender buttons; and, minor abrasion damage to the cuffs and knee pads. Minor scratches on the helmet and visor would



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also be considered normal wear and tear. Damage which the Customer shall be responsible for includes, but is not limited to, large holes or tears in the coat or pants; excessive damage to pant cuff(s); large burned or scorched areas on the coat or pants; a cracked helmet shell; a broken or melted face shield; any paint, decal or appliqué applied to the helmet or any other part of the ensemble that is not easily removable or would cause damage upon removal; and, any damage caused as a result of improper cleaning.

8. **Charges and/or Replacement Costs of Rental Turnout Gear** The Customer acknowledges that turnout gear is costly to replace. The Customer shall take all precautions necessary to prevent any damage outside of normal wear and tear, including but not limited to the destruction, theft or unauthorized alteration to the Gear. In the event of a total loss or destruction of the Gear or elements of the Gear, the Customer shall be liable for the following replacement costs:

Coat	\$ 1,335.00
Pants	\$ 1,085.00
Helmet	\$ 225.00
Face Shield	\$ 80.00
Boots	\$ 165.00
Gloves	\$ 85.00
Hood	\$ 35.00
Gear Bag	\$ 40.00
Rope (1/2" dia.)	\$ 25.00

9. **Cancellation and/or Early Termination of Training** Should the Customer not complete the training program for which the Gear was rented for any reason, the Customer shall be provided a refund of the rental amount within the following criteria: (1) if the order is cancelled prior to being shipped, the Customer will be refunded the full rental price and security deposit, minus a \$50.00 cancellation fee; (2) if the Gear is returned unused prior to the start of the program, the Customer will be refunded the full rental price and security deposit, minus the shipping charges and a \$50.00 cancellation fee; (3) if the Gear is returned less than 6 weeks from the start of the program, the Customer will be refunded ½ of the rental price, minus the shipping charges and a \$50.00 cleaning and restocking charge; and, (4) if at least 6 weeks of the program are completed, no refund of the rental price will be provided. If the training period is less than 8 weeks no refund of the rental price will be provided. For cancellations under subsections (3) and (4) above, the Customer will be eligible for a full refund of any security deposit as outlined in Paragraph six (6) above. Refunds take up to 30 days to process.
10. **Disclaimer** The Company is not responsible for any **incidental, consequential, indirect or special** damages of any kind resulting from the rental or use of all subject rental Gear. Except as stated, no express or implied warranties are given. THE SYSTEM IS PROVIDED "AS IS" AND COMPANY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. Company's liability for losses or damages, if any, are limited to the rental cost incurred by the Customer.
11. **Remedies** In the event of default of any obligations hereunder the Company can and will pursue all available legal remedies. These remedies include, without limitation, turning over your delinquent account to a collection agency and/or law firm for collection and reporting your delinquency to credit reporting bureaus such as Equifax, Experian, TransUnion and CBCInnovis. Further, in addition to any other amounts you may owe to the Company under this Agreement, you agree that the Company shall be entitled to fully recover from you any and all costs, expenses and attorney's fees it incurs in pursuing any of its remedies against you.
12. **Entire Agreement** These terms and conditions, and any other terms and conditions set forth in any writing signed by you and the Company, are incorporated into and made a part of the Turnout Gear Lease Agreement and constitute the entire agreement between you and the Company regarding your rights and obligation relative to the rental of Gear from the Company.