In these terms and conditions the following terms will apply: The party renting the equipment and administrating services is Arctic Cold Caps LLC. The individual renting the equipment will be referred to as the customer.
**Indemnity/hold harmless.** The Customer will take all necessary precautions regarding the equipment rented, and protect all persons and property from injury or damage. The Customer agrees to hold harmless Arctic Cold Caps from and against any and all liability, claims, judgments, attorneys’ fees and costs, of every kind and nature, including, but not limited, to injuries or death to persons and damage to property, arising out of the use, maintenance, instruction, operation, possession, ownership or rental of the equipment rented, or other services ordered by customer and provided by Arctic Cold Caps.

1. **Disclaimer of warranties.** Arctic Cold Caps makes no warranty of merchantability or fitness for any particular use or purpose, either express or implied. There is no warranty or representation that the equipment is fit for customer’s particular intended use, or that it is free of latent defects. Arctic Cold Caps shall not be responsible to the customer or any third party for any loss, damage or injury resulting from, or in any way attributable to the operation of, use of, or any failure of the equipment. Arctic Cold Caps shall not be responsible for any defect or failure unknown to Arctic Cold Caps. Customers’ sole remedy for any failure of or defect in the equipment shall be termination of the rental charges at the time of failure provided that patient notifies Arctic Cold Caps immediately of such failure.

2. **Possession/title.** Customer's right to possession of the equipment begins upon the equipment leaving the shipping facility or being handed the equipment by a company representative or employee or agent or independent contractor or operator and terminates on the return of the equipment to Arctic Cold Caps's shipping facility located at 4300 Haddonfield Rd, Suite 112, Pennsauken, NJ 0,8109 or handed to a representative or agent or employee or independent contractor or operator of the company. Title to the equipment belongs and shall remain Arctic Cold Caps. If the equipment is not returned for any reason whatsoever, Arctic Cold Caps may recover the equipment without further notice or legal process and use whatever force is reasonably necessary to do so. The customer hereby agrees to indemnify, defend and hold Arctic Cold Caps harmless from any and all claims and costs arising from such actions. If for any reason the customer loses possession of the equipment, the customer agrees to notify Arctic Cold Caps immediately.

3. **Ordinary wear and tear.** The customer shall be responsible for all damages not resulting from ordinary wear and tear. “Ordinary wear and tear” shall mean only the normal deterioration of the equipment caused by ordinary, reasonable and proper use of the equipment. Damage not considered as “ordinary wear and tear” includes, but is not limited to: damage due to improper use; abuse; malicious treatment of the equipment; dirtying of equipment by any other material. A cleaning charge will be made on equipment returned unclean.

4. **Receipt/inspection of equipment**. The customer accepts the equipment on an “as is” basis. Patient acknowledges that he/she has, or will, personally inspect the equipment prior to its use and finds it suitable for customers’s needs. The customer acknowledges receipt of all items listed in this rental agreement or on the Arctic Cold Cap order form and that the equipment is in good working order and repair and that patient understands its proper operation and use.

**5**. Rental period/rate/payment & terms.

This is a month to month rental from the date of shipment from our headquarters in Pennsauken, NJ until the date the equipment is returned from customer to our headquarters. A. An initial payment consisting of $379 for the first month of the rental cost of the equipment, a $379 refundable deposit for the equipment,$\_\_\_\_\_\_\_for shipping for a total of $\_\_\_\_\_\_\_\_\_ . I also authorize a payment of $379 per each additional month for the rental, beginning on \_\_\_\_April \_\_\_\_, 2016 and continuing until the rental equipment is returned to Arctic Cold Caps headquarters at 4300 Haddonfield Rd, Suite 112, Pennsauken, NJ 08109. Services are month to month and can be cancelled by returning all rental equipment to Arctic Cold Caps. Minimum rental is one month.

B. If Customer wishes to have an Arctic Cold Cap registered nurse administer treatments, cost of treatments shall be $699 per treatment. First payment due at the inception of this agreement. Subsequent payments of $699 each for treatments will be charged on the first day of the month on which the treatments are scheduled to be conducted. Treatments administered by a nurse outside a 60 mile radius of Philadelphia are available at additional cost. Orientation and training with a registered nurse is also available at a charge of $399. Skype Training Sessions are available for $129. The cost for additional services ordered shall be $\_\_\_\_\_\_\_\_\_\_\_\_ and will be charged today.

**6**. The rental period is for a minimum of one month. Rental rates are based upon a month at a time, and are paid monthly in advance. The rental charges begin immediately upon the equipment leaving Arctic Cold Caps shipping facility or when handed over by a company representative, agent, employee, independent contractor, or operator. Rental charges end upon return of the equipment to Arctic Cold Caps and receipt of the equipment at Arctic Cold Caps’ headquartes, or its agents, representatives or employees independent contractors, operators in an acceptable condition. No allowance will be made for Saturdays, Sundays, holidays, or time in transit, nor for any period of time the equipment may not be in actual use while in customer’s possession. If the equipment is returned prior to the end of the minimum rental period, the rental due shall be for the entire minimum rental period. When the caps are returned, the last month rental charges will be determined as follows: If the caps are received by Arctic Cold Caps within the first 14 days of the last month’s rental period, the charge for the last month will be 50% of the monthly rental. If the caps are received by Arctic Cold Caps on the 15rh day, or later during the last month of the rental, then the charge will be for the entire last month. Arctic Cold Caps may terminate rental at any time and re-take the equipment without further notice in case of violation by the customer of any terms or conditions of this rental agreement. The customer agrees to pay any collection costs and attorney fees incurred in collection of this account or any dispute arising out of this rental agreement. The customer agrees to pay a monthly service charge on all unpaid balances.

**7**. **Assumption of risk/release-discharge of liability.** The customer is fully aware and acknowledges there is a risk of injury or damage arising out of the use or operation of the equipment rented hereunder and hereby elects to voluntarily enter into this rental agreement and assume all of the above risks of injury or damage. The customer agrees to release and discharge Arctic Cold Caps from any and all responsibility or liability from such injury or damage arising out of the use or operation of the equipment; and the customer further agrees to waive, release and discharge any and all claims for injury or damage against Arctic Cold Caps which the customer otherwise may be entitled to assert.

**8**. **Compliance with laws/use of equipment.** The customer agrees not to use or allow anyone to use the equipment for any illegal purpose or in any illegal manner or in an unsafe manner. The customer agrees at his sole cost and expense to comply with all municipal, county, state and federal laws, or country laws, ordinances and regulations which may apply to the use of the equipment during the rental period. The customer further agrees to pay all licenses, fines, fees, permits, or taxes arising from his use of the equipment, including any subsequently determined to be due. The customer shall not allow any person who is not qualified and who has not received and understands safety and operating instructions to operate the equipment. The customer shall not allow any person to use or operate the equipment when it is in need of repair or when it is in an unsafe condition or situation; modify, misuse, harm or abuse the equipment; permit any repairs to the equipment without Arctic Cold Caps’ prior written permission; or, allow a lien to be placed upon the equipment. The customer agrees to visually inspect the equipment immediately before use and to immediately discontinue use and notify Arctic Cold Caps when equipment is found to need repair or maintenance or is not properly functioning. The customer acknowledges that Arctic Cold Caps has no responsibility to inspect the equipment while it is in the customer’s possession.

**9**. **Return of equipment.** The customer agrees to return the equipment to Arctic Cold Caps in good condition, except for ordinary wear and tear as described in the rental agreement. The customer shall be liable for all damages to or loss of the equipment and liability incurred prior to equipment’s return to Arctic Cold Caps. The customer shall be responsible for all costs incurred by Arctic Cold Caps recovering and returning damaged equipment to Arctic Cold Caps’ premises, shipping facilities, agents, representatives or employees or agents or independent contractors or operators. If equipment is to be picked up or collected by Arctic Cold Caps, the customer agrees to provide a secure storage location and customer accepts all risk including damage to and liability relative to equipment for a reasonable period of time until the equipment is picked-up/collected by Arctic Cold Caps.

**10**. **Subletting/location of equipment. Customer agrees not to allow another individual to use cold caps.** The customer will not loan or assign the equipment to another party or customer.

**11**. **Default.** Should the customer in any way fail to observe or comply with any provision of this rental agreement, Arctic Cold Caps may, at its sole option, terminate this rental agreement, re-take the equipment, declare any charges due and payable and initiate legal proceedings to recover monies owed, and/or, pursue any other legal rights and remedies available to Arctic Cold Caps. Exercise of any remedy available to Arctic Cold Caps shall not constitute a waiver of any additional remedies to which Arctic Cold Caps may be entitled. Arctic Cold Caps has the right to give notice by email, letter or fax, whereby Arctic Cold Caps, will give fourteen days for the monies owed to be paid. Failure to pay outstanding monies after this period of time, the customer will be charged interest of 5% per month in addition to the monthly rental fee.

**12**. **Legal fees.** In the event an attorney is retained to enforce any provision of this rental agreement, the prevailing party in the dispute shall be entitled to recover reasonable attorney’s fees and court costs in such action, or proceeding, in an amount to be determined by the court.

**13**. **Repossession of equipment**. If for any reason it becomes necessary for Arctic Cold Caps to repossess the equipment, the customer authorizes Arctic Cold Caps to repossess the equipment without further notice or further legal process and agrees that Arctic Cold Caps shall not be liable for any claims for damage or trespass arising out of the removal of the equipment.

**14**. **Notice of non-waiver/severability.** Any failure of Arctic Cold Caps to enforce the provisions of this rental agreement shall not be interpreted as a waiver of Arctic Cold Caps right to demand strict compliance with all other provisions of this rental agreement against customer or any other person. The provisions of this rental agreement shall be severable so that in the event any provision of this agreement is invalid or not enforceable, shall not effect any other provision or clause.

**15**. **Miscellaneous.** The customer is fully aware and acknowledges: a. that the terms and conditions of this rental agreement shall apply to all subsequent rentals of the equipment by patient from Arctic Cold Caps , Inc. via its agents, representatives , employees, independent contractors, or operators; b. that the terms and conditions of this agreement shall govern all future “delivery without signature,” deliveries should the customer fail or be unable to sign the rental agreement at time of delivery; c. and is responsible for packing and shipment charges to return the equipment to Arctic Cold Caps 4300 Haddonfield Road, Suite 112, Pennsauken, NJ 08109, or at the company’s request to agent representative or employee, independent contractor, operator; d. for any overseas transaction the customer will contact their bank/credit facility to clear funds for payment and that Arctic Cold Caps will charge a fee of USD $30 dollars or currency equivalent at the time and date of the equipment rental using the current payment facility's rate for any declined payment; e. customer is responsible for damage to the equipment (except fair wear and tear), but in particular, a fee of USD $250 dollars will be charged for damage to each cold cap; f. that if the equipment is lost or stolen, a fee of USD $1950 dollars will be payable to Arctic Cold Caps; g. the customer acknowledges that the caps will be stored in a freezer or other similar cold appliance when not in use, keeping the caps at zero degrees celsius or below, but not exceeding minus 45 degrees celsius. The caps will be stored in plastic zipper lock freezer bags within the freezer with the white forms in them. h. that the equipment is used in accordance to the instructions provided by Arctic Cold Caps; i. that no alterations occur to the equipment without written permission from Arctic Cold Caps.
**Governing Law.** This agreement is subject to the laws of the Commonwealth of Pennsylvania.

 Customer Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Customer Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_