



## FITNESS EQUIPMENT RENTAL AGREEMENT

Name of Renter: \_\_\_\_\_

Address: \_\_\_\_\_

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

Phone: \_\_\_\_\_ E-Mail \_\_\_\_\_

Credit Card #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ CV2 Code: \_\_\_\_\_

Date of Delivery \_\_\_\_\_

Date Agreement Terminates \_\_\_\_\_

Equipment Rented – See Schedule A

Make	Model	Serial #	Total Value

Terms:

1. \_\_\_\_\_ monthly rental fee with a two month minimum term; each additional monthly fee is only \_\_\_\_\_
2. \_\_\_\_\_ delivery fee to OKC metro area – Delivery of the equipment must be completed by PR Fitness Equipment to ensure damage control.
3. \_\_\_\_\_ extraction fee from OKC metro area – Extraction of the equipment must be completed by PR Fitness Equipment to ensure damage control.
4. \_\_\_\_\_ is due upon delivery which pays the full cost for two months; each additional month cost only \_\_\_\_\_
5. Equipment can be tested at the showroom before renting and can be rented indefinitely.

PR Fitness Equipment Edmond Showroom  
13716 N Lincoln Blvd  
Edmond, OK 73107  
Phone: (405) 312-2981  
Fax: (405) 470-7413  
Email: [PRFitness@cox.net](mailto:PRFitness@cox.net)  
Website: [www.prfit.net](http://www.prfit.net)



## Fitness Equipment Rental Agreement

The renter, \_\_\_\_\_, is hereafter referred to as "Renter," and PR Fitness Equipment Inc., 10700 Regent St., Oklahoma City, OK, is hereafter referred to as "Company."

The equipment rental agreement states the agreement of the parties as follows:

**RENTAL EQUIPMENT SUBJECT TO THIS CONTRACT.** The Company shall rent the equipment listed above.

**PAYMENT TERMS.** The rental payments shall be due whether or not the Customer has received notice of a payment. The payment terms of the rental are listed above.

**SERVICE CHARGE.** If any Rental installment is not paid within 3 day(s) after the due date, the Customer shall pay to the Company a surcharge charge of 1% of monies overdue per day. If payment is over 10 days late the equipment will be returned to the Company and the agreement will be terminated.

**NON-SUFFICIENT FUNDS.** The Customer shall be charged \$25.00 for each check that is returned to the Company for lack of sufficient funds.

**RISK OF LOSS OR DAMAGE.** The Customer assumes all risks of loss or damage to the equipment from any cause, and agrees to return it to the Company in the condition received from the Company, with the exception of normal wear and tear. The Company or their appointed agent will determine normal wear and tear. All determinations made by the Company are final.

**RENTAL TERM.** This Rental shall begin on the above effective date and shall terminate on return in fully working condition to the Company's facility. If the equipment has to be repaired to return it to a fully working state the equipment will continue to be Rented until it is repaired. The Rental period will end only when the equipment has been returned to a fully working state. At any time the Company has the right to terminate the Rental with 7 days notice.

**CARE AND OPERATION OF EQUIPMENT.** The equipment may only be used and operated in a careful and proper manner. Its use must comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the equipment, including registration and/or licensing requirements, if any.

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**MAINTENANCE AND REPAIR.** The Customer shall maintain the equipment in good repair and operating condition, allowing for reasonable wear and tear.

The Customer shall pay all costs required to maintain the equipment in good operating condition beyond reasonable wear and tear. Such costs shall include labor, material, parts, and similar items. The Company will perform any service on the equipment related to reasonable wear and tear.

**RETURN OF EQUIPMENT.** At the end of the Rental period, the Customer shall be obligated to schedule the return of equipment to the Company at the pre-arranged extraction fee. Extraction of the equipment must be completed by PR Fitness Equipment to ensure damage control.

**OPTION TO RENEW.** If the Customer is not in default upon the expiration of this rental, the Customer shall have first option to rent the equipment on such terms as the parties may agree at that time.

**ACCEPTANCE OF EQUIPMENT.** The Customer shall inspect each item of equipment delivered pursuant to this Rental. The Customer shall immediately notify the Company of any discrepancies between such item of equipment and the description of the equipment in the Equipment Schedule. If the Customer fails to provide such notice in writing within 2 day(s) after the delivery of the equipment, the Customer will be conclusively presumed to have accepted the equipment as specified in the Equipment Schedule. Any subsequent claim that the equipment was not provided in fully functional order will not be considered.

**OWNERSHIP AND STATUS OF EQUIPMENT.** The equipment will be deemed to be personal property, regardless of the manner in which it may be attached to any other property. The Company shall be deemed to have retained title to the equipment at all times, unless the Company transfers the title by sale. The Customer shall immediately advise the Company regarding any notice of any claim, levy, lien, or legal process issued against the equipment.

**WARRANTY.** The Company will warranty the equipment against normal wear and tear. Any issues beyond normal wear and tear will be the Customers responsibility.

**INDEMNITY OF COMPANY FOR LOSS OR DAMAGES.** If the equipment is damaged or lost, the Company shall have the option of requiring the Customer to repair the equipment to a state of good working order, or replace the equipment with like equipment in good repair, which equipment shall become the property of the Company and subject to this contract.

**LIABILITY AND INDEMNITY.** Liability for injury, disability, and death of workers and other persons caused by operating, handling, or transporting the equipment during the term of this Rental is the obligation of the Customer, and the Customer shall indemnify and hold the Company harmless from and against all such liability.

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**TAXES AND FEES.** During the term of this Rental, the Customer shall pay all taxes, assessments, and license and registration fees on the equipment.

**DEFAULT.** The occurrence of any of the following shall constitute default under this Hire:

- A. The failure to make a required payment under this Rental when due.
- B. The violation of any other provision or requirement that is not corrected within 4 day(s) after written notice of the violation is given.
- C. The insolvency or bankruptcy of the Customer.
- D. The subjection of any of Customer's property to any levy, seizure, assignment, application or sale for or by any creditor or government agency.

**RIGHTS ON DEFAULT.** If the Customer is in default under this Rental, without notice to or demand on the Customer, the Company may take possession of the equipment as provided by law, deduct the costs of recovery (including attorney fees and legal costs), repair, and related costs, and hold the Customer responsible for any deficiency. The Company shall be obligated to re-rent the equipment, or otherwise mitigate the damages from the default, only as required by law.

**NOTICE.** All notices required or permitted under this Rental shall be deemed delivered when delivered in person or by mail, postage prepaid, addressed to the appropriate party at the address shown for that party at the beginning of this Rental.

**ASSIGNMENT.** The Customer shall not assign or sublet any interest in this Rental or the equipment or permit the equipment to be used by anyone other than the Customer or Customer's employees, without Company's prior written consent.

**ENTIRE AGREEMENT AND MODIFICATION.** This contract constitutes the entire agreement between the parties. No modification or amendment of this contract shall be effective unless in writing and signed by both parties. This contract replaces any and all prior agreements between the parties.

**GOVERNING LAW.** This contract shall be construed in accordance with the laws of the State of Oklahoma.

**SEVERABILITY.** If any portion of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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**WAIVER.** The failure of either party to enforce any provision of this contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this contract.

**CERTIFICATION.** Customer certifies that the application, statements, trade references, and financial reports submitted to Company are true and correct and any material misrepresentation will constitute default under this contract.

I have read and agree to the rules in renting: \_\_\_\_\_

PR Fitness Equipment Representative \_\_\_\_\_

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PR Fitness Equipment Consent of Waiver by Owner  
Consent of Waiver by Owner, Landlord or Mortgagee of Real Estate

**Lessor:** PR Fitness Equipment Inc  
13716 N Lincoln Blvd Suite A  
Edmond, OK 73013

The undersigned, \_\_\_\_\_ (the “**Interest Holder**”) located  
at \_\_\_\_\_  
(street address, city, state and zip)

is the owner, landlord or mortgagee of the premises at 6909 W Hefner Road Suite B1 (the “**Premises**”) which are occupied

by \_\_\_\_\_ (the “**Occupant**”).  
(Lessee/Mortgagor)

- 1) Interest Holder acknowledges that Occupant has leased or financed, or that Occupant expects to lease or finance, from the above-said Lessor the equipment set forth in the above-said Lease (a copy of which is available to the Interest Holder), including any accessories, attachments, additions, substitutions or replacements therefore, which may from time to time be located at the Premises (the “Equipment”).
- 2) As a condition to Lessor entering into a lease or financing agreement with Occupant, the Interest Holder irrevocably agrees and consents as follows:
  - a. that it waives, in favor of Lessor, any right, title or interest in or to the Equipment, including the Occupants interest therein, that it may now or hereafter have and howsoever arising;
  - b. all such Equipment may be kept, installed, maintained, used and operated on the Premises and shall remain personal property notwithstanding the manner or mode of the attachment of such Equipment to the Premises and shall not become fixtures;
  - c. Lessor’s title and/or interest in and to the Equipment and any claim that Lessor may now have or hereafter acquire against the Equipment is superior to any lien, claim or interest which the Interest Holder may now have or hereafter acquire against or in the Equipment by virtue of the Interest Holder’s interest in the Premises, or otherwise;
  - d. that Interest Holder will refrain from taking any action to bar, restrain or otherwise prevent Lessor, its agents, successors or assign, from entering the Premises for the purpose of inspecting, removing or taking possession of the Equipment, and will grant Lessor, its agent, successors or assigns the right of entry to the Premises to inspect or remove the Equipment at any reasonable time or times;
  - e. Lessor may without affecting the validity of the Waiver, extend the time of the payment of any amounts payable to Lessor by Occupant with respect to the Equipment, or the performance of any of the other obligations of Occupant with respect thereto, without the consent of, and without giving notice thereof to the Interest Holder.

This Consent and Waiver shall inure to the benefit of the successors and assigns of Lessor, and shall be binding upon the heirs, representatives, successors and assigns of the Interest Holder.

Interest Holder:

\_\_\_\_\_  
(full name of corporation, partnership, individual)

By: **X** \_\_\_\_\_  
(signature)

Title: \_\_\_\_\_

Name: \_\_\_\_\_

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

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