

Name: _____



Scale Rental Agreement

This Agreement for the rental of a scale, carrying case, and supplies (“equipment”) is made between The Feeding Connection, LLC, 14517 Meadowland Cir. Newark, TX 76071, and the Lessee, as listed herein.

A. Equipment. The equipment remains the property of The Feeding Connection, LLC, as marked on said equipment. Lessee has no rights to such equipment except as expressed in this Agreement.

B. Sales Tax. The rental rates for the equipment and the purchase price for any accessory kits/products may not include applicable sales or use tax, which are the responsibility of the Lessee.

C. LESSEE'S OBLIGATIONS. (a) Lessee agrees to inform The Feeding Connection, LLC of any changes in name, address, email or telephone number. (b) Lessee shall not take the equipment out of the Greater DFW area without prior written consent. (c) Lessee agrees to allow no person other than the Lessee to use or operate the equipment. (d) In the event that Lessee is in default under this agreement, Lessee shall be responsible for all reasonable attorney's fees, collection costs, repossession costs, full retail replacement costs, and other costs incurred by The Feeding Connection, LLC in the enforcement of this Agreement.

D. RETURN OF EQUIPMENT. Lessee is responsible for the safe return of the equipment to The Feeding Connection, LLC (or its courier) per the direction of The Feeding Connection, LLC in clean, working order. If any additional parts are returned with the equipment, they will be disposed of by The Feeding Connection, LLC.

E. OTHER CHARGES AND FEES.

(a) Payment for rental shall be charged upon the conclusion of the rental period. IF NO PAYMENT IS RECEIVED nor the scale received by The Feeding Connection, LLC by the agreed-upon date prior to scale rental, The Feeding Connection, LLC may add LATE FEES and a BILLING FEE as well as interest at eighteen percent (18%) per annum. A credit card must be used as payment, and The Feeding Connection, LLC may charge rental according to the agreed rental schedule until equipment is received by The Feeding Connection, LLC and all outstanding charges have been paid.

(b) Pick-up Charge. The Feeding Connection, LLC will pick up equipment upon Lessee's request during business hours Mon-Fri. If after hours is requested, a pick-up charge of \$25 will be incurred.

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(c) Fee for Cleaning. Lessee agrees to return equipment in clean condition. If equipment is not clean, Lessee agrees to pay The Feeding Connection, LLC a minimum cleaning fee of \$40.

(d) Fee for Repair. In the event that the equipment is not returned in good repair, Lessee shall reimburse and indemnify The Feeding Connection, LLC for any charges for repair or replacement of the equipment, as determined solely by The Feeding Connection, Inc.

F. The Feeding Connection, LLC has the right to cancel this agreement at any time with three days' notice.

G. WARRANTIES. The Feeding Connection, LLC warrants that the equipment is in working order and fit for its usual purpose when delivered. In the event that this warranty is breached, The Feeding Connection, LLC's liability shall be limited to the replacement of the equipment for the duration of this agreement. The Feeding Connection, LLC SHALL NOT BE LIABLE FOR ANY OTHER DAMAGES, DIRECT OR CONSEQUENTIAL. NO OTHER WARRANTY, EXPRESS OR IMPLIED, SHALL APPLY TO THIS AGREEMENT.

H. LIMITATION OF LIABILITY. Lessee acknowledges that The Feeding Connection LLC, some of its sales representatives and its agents are not necessarily lactation consultants, medical professionals, or persons otherwise qualified to provide medical advice. LESSEE AGREES THAT ANY INSTRUCTION PROVIDED REGARDING THE EQUIPMENT DOES NOT CONSTITUTE MEDICAL ADVICE AND SHOULD NOT REPLACE ANY ADVICE PROVIDED BY QUALIFIED MEDICAL PROFESSIONALS. The Feeding Connection, LLC, shall not be liable for Lessee's failure to otherwise seek and follow the advice of a qualified medical professional.

I. Lessee agrees to allow The Feeding Connection, LLC, or any agency involved in collection overdue amounts and/or equipment to obtain a credit report on Lessee.

Privacy Notice

We collect non-public protected health information about you from information you provide on applications or other forms. We do not disclose any non-public protected information about our customers or former customers to anyone, except as permitted by law, including to the manufacturer or applicable authorities in connection with any potential product quality or safety issue or incident.

We restrict access to non-public protected information about you to our employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your non-public protected information.

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Delivery

_____ The lactation scale will be delivered to the agreed-upon renter at the agreed-upon time.

Pick-Up

_____ The lactation scale will be picked up at the agreed-upon time unless there is a clear and obvious request for an extension of additional time. The extension of time cannot be guaranteed. However, The Feeding Connection will attempt to accommodate any requests made.

Pick-up will be completed by a courier of The Feeding Connection, LLC during business hours Monday-Friday. If outside of business hours, the Lessee agrees to pay a courier fee of \$25.

_____ I agree to the return/pick-up instructions outlined in the rental agreement.

Monthly Rental

_____ I understand that this is an ongoing monthly rental, and my card will be charged each month until I return the equipment.

Cleaning & Repair Fee Agreement

_____ I agree to have my credit card charged for any additional fees incurred for cleaning or damage as outlined herein.

I agree to the rental terms as outlined herein.

Signature

Date