

Test Medical Symptoms @ Home, Inc. RENTAL ANALYER AGREEMENT

TMS CardioChek PA rental analyzer(s) is billed at a rate of \$4/day/analyzer. The rental period starts the day the analyzer(s) leaves our facility and ends the day the unit(s) arrives back at our facility and includes Saturdays and Sundays. For example, suppose two rental analyzers are shipped 02/01/11 and arrive back on 02/10/11 then TMS will charge \$80 which equals 2 analyzers * 10 days * \$4.00/day/analyzer.

TMS ItemID	Description	Rental Rate
POL94	Silver CardioChek PA Rental	\$4 / day / analyzer

The following contact/ organization agrees to assume the responsibility for the rental analyzer(s) for the entire rental period as defined above.

Renter Information	
Principle Contact Name:	
Organization Name:	
Address:	
City, State, Zip Code:	
Phone:	
Fax:	
Email:	

Due to high cost/value of rental analyzer(s), the following billing information must be furnished in order to qualify for TMS rental analyzer program. TMS will keep following billing information on file and reserves option to charge credit card below as specified in the rental terms and conditions specified herein. TMS also reserves right to charge full replacement value of \$600 if the rental analyzer(s) is lost or not returned within 150 days. TMS also reserves right to charge repair costs if rental analyzer(s) is returned in a state that does not typify normal wear and tear.

Billing Information	
Credit Card Number:	
Credit Card Name:	
Expiration Date:	
3-Digit Code:	

ADDITIONAL RENTAL TERMS AND CONDITIONS

1. At least one vial of CardioChek test strips must be purchased for every rental PA ordered unless this clause is waived by a TMS salesperson in writing for special extenuating circumstances.
2. Invoicing for rental analyzer fees are typically billed in the following manner::
Initial Invoice: TMS bills only the first day of the rental period along with other testing supplies.
Interim Invoice(s): TMS reserves option to bill periodically if client keeps analyzer for more than 2 weeks.
Final Invoice: TMS bills for any remaining unbilled portion of the rental period upon analyzers' return to TMS
3. Rental return form shipped out with rental analyzers must be signed by RENTER and returned along with rental analyzers. Rental return packaging used by TMS to ship out the rental analyzers should be reused by RENTER to return the rentals.
4. Shipping costs and insurance obligations involved with transporting rental analyzer(s) to and from RENTER is the responsibility of the RENTER where by the RENTER may wish to consider faster shipping services in order to reduce rental period time associated with transport of analyzer(s).
5. Keeping rental analyzer in a good state is the responsibility of the RENTER with exception of normal wear and tear
6. No allowance for non-use will be made for rental analyzer(s) which is claimed not to have been used.
7. No warranty of any kind regarding the rental analyzer(s) is made by TMS, except that TMS shall replace the rental analyzer(s) with a similar rental analyzer(s) if the rental unit(s) fails to operate in accordance with the manufacturer's specifications and operation instructions.
8. RENTER indemnifies and holds TMS harmless for all injuries or damage of any kind for repossession and for all consequential and special damages for any claimed breach of warranty.
9. RENTER shall pay all reasonable attorney and other fees, the expenses and costs incurred by TMS in protecting its rights under this rental agreement and for any action taken TMS to collect any amounts due to TMS under this rental agreement.
10. RENTER accepts the terms and conditions of this agreement and acknowledges that this agreement shall always be in effect each and every time TMS rental analyzer(s) is issued to the RENTER.

Date

RENTER (Customer)

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