# **Doberman Pinscher Club of the Indian Nation**

### **HOLTER RENTAL AGREEMENT**

Doberman Pinscher Club of the Indian Nation, DPCIN hereby known as the **Lender**, agrees to rent a Holter heart monitor and accessories listed below to:

| Name:         |       | Hereby known as the <b>Borrower</b> |  |
|---------------|-------|-------------------------------------|--|
| Address:      |       |                                     |  |
| Phone Number: | Cell: |                                     |  |
| Email:        |       |                                     |  |

This agreement is to be signed and kept on file for current and all future rental and will apply to all check outs of the DPCIN Holter equipment and accessories. By signing this agreement, the borrower agrees to all its terms and conditions for any and all rentals.

A \$35.00 rental fee will be assessed by the DPCIN to each borrower. This fee covers the cost of shipping and Holter accessories, replacement, and maintenance. If no shipping is required, the rental fee is \$30.00.

Method of Payment: All Holter fees MUST be prepaid via check by mail prior to the equipment being shipped.

## **Outgoing Rental Items**

| Item Name                     | Description                                  | Approximate \$ Value |
|-------------------------------|--|----------------------|
| Holter Heart Monitor          | Model DR200                                  | \$1400.00            |
| Holter leads 12)              | 5 point                                      | \$70.00              |
| Vest (1)                      | Medium Size & Large Size Shipped with Holter | \$345.25             |
| Data Chips                    | 3  | \$15/each            |
| USB Card reader and connector | 1  | \$18.00              |

The Rental agreement is for 30 days and a late fee will be charged at a rate of \$5/day to borrower for each day the Holter kit is not returned after the 30 day rental periods is over. Borrower is encouraged to return the Holter as soon as screening is successfully completed so that more club members have an opportunity to borrow the equipment.

### **TERMS AND CONDITIONS**

#### 1. In this agreement:

- a. "Borrower" means the borrower identified on the face of this form.
- b. "Lender" means the Doberman Pinscher Club of the Indian Nation
- c. "Equipment" means the loaned items described and listed above on this form. +

#### 2. The Borrower agrees:

- a. To comply with the guidelines established by the Lender in this agreement or otherwise; for the care and maintenance of the equipment until retuned to the Lender.
- b. To immediately advise the Lender in the event of damage loss or theft of the equipment; and
- c. not to alter or repair any equipment without prior written consent of the Lender.
- d. Return the equipment stored properly, by the return date listed and the vests clean and dry.
- 3. The Borrower agrees to pay the required fee to the Lender due at the time of the agreement in the amount listed.
- 4. The Borrower agrees to pay a late fee of \$5.00 per day if equipment is not returned to the Lender by the date agreed upon and listed as Return Date on this form.
- 5. The Borrower agrees to pay a cleaning fee of \$25.00 if the vests or other equipment is returned in a state that requires cleaning prior to use by another member.
- 6. The Lender reserves the right to require the immediate return of the loaned equipment at any time for any reason.
- 7. The Borrower will test only their own dogs, and will not allow other persons to use the equipment without the written permission of the Lender.
- 8. The equipment will be inspected by the Lender upon its return by the Borrower and the incoming condition of the equipment will be noted in writing where dame if any occurs.
- 9. The Borrower is responsible for any and all loss or damage to the equipment as listed above for the duration of the rental including damage caused directly or indirectly by the borrower's dog or dogs or any third party.
- 10. The Lender will take no responsibility for any data recorded and will not interpret the results.
- 11. The borrower will indemnify and hold harmless the Lender against any and all claims and expense, including reasonable attorney fees, arising from the use of the above listed equipment under this agreement.
- 12. Costs of collection: In the event that the DPCIN must take any action to collect money due to the club because of damage or loss to the equipment or failure to return the equipment as agreed, the DPCIN shall be entitled to all costs of collection, including by not limited to reasonable attorney's fees.
- 13. This Agreement constitutes the entire agreement between the parties hereto with regard to the subject matter hereof.
- 14. NO provision of this Agreement will be considered waived by the Lender unless such a wavier or consent is in writing and expressly referring to this Agreement.

The above rental has been authorized on behalf of the Lender by:

| Signature of Lender's agent:   | Date:  |  |
|--|--|--|
| Name of Lender's agent:  |  |  |
| The undersigned, hereby confirms the contract particula which form a part of the agreement. This offer when according agreement. |  |  |
| PICKUP DATE: RETU  | RETURN DATE:   |  |
| BORROWER SIGNED:   |  |  |
| Submit Form and \$35 Rental Fee (payable to DPCIN) to:   | DPCIN c/o Kim Howard<br>1191 Kelly Farm Rd<br>Edmond, OK 73025 |  |

Form may be returned electronically to: <u>kahoward30@hotmail.com</u> and rental fee via Venmo to "kim-howard-71" Please state in the comment section "DPCIN Holter rental"