



Safety & Boot Center, Inc.
2927 S.E. Gran Park Way
Stuart, FL 34997
772-221-8905

BUNKER GEAR LEASE AGREEMENT FOR CLASS#

This Bunker Gear Lease Agreement (here-in-after referred to a "Agreement") made the ___ day of ___, 20___ between Safety & Boot Center, Inc. (here-in-after referred to as the "Owner") of the first part and:

Full legal name

First Name: ___ M. ___ Last Name ___ (here-in-after referred to as "Customer").

Present Address ___ City/Town ___ State ___ Zip Code ___

Phone ___ Email ___

Driver License: ___ State: ___

Type of Credit Card: ___ Name on Credit Card: ___

Credit Card #: ___ Expiration Date: ___ Security Code: ___

1. AGREEMENT: The Owner hereby leases to the Customer, and the Customer hereby leases from the Owner the following:

Bunker Coat # ___ Size: ___

Bunker Pants/suspenders # ___ Size: ___

[] Helmet [] Rope [] Hood [] Bag Glove Size: ___ Boot Size: ___

Rental Gear returned for a refund will be subject to a 15% restock fee.

2. TERM: The rental period begins on the date of the lease agreement and ends on the date of the state exam. Students that drop out before the class ends must return all rental gear immediately or they can re-rent the gear for the next class only.

3. ADDENDUM: Customers will be responsible for any damage to gear. Found by 3rd party NFPA 1851 inspection & washing. NOTE: The Customer cannot rent, loan, or sell the gear that they have leased. Customers that are no longer in class must return all rental gear immediately to the Owner (Safety and Boot Center).

4. IN WITNESS whereof, the parties hereto have executed this Agreement the date and year first above written.

5. LATE, REPAIR, AND REPLACEMENT FEES: Customer agrees Owner shall be entitled to charge a late fee of \$30.00 PLUS \$5.00 per day for each day equipment listed above is not returned to Owner within seven (7) business days from end of the rental period (State Exam Date). Owner shall charge any fees, including late, repair and/or replacement fees to the credit card listed above. Repair/Replacement estimate fees shall be as follows: (Different gear will have different pricing.)

Repair of rips/tears to outer garment: \$5.00 per inch (Damage to inner vapor barrier will result in being charged the replacement cost for the liner.) Examples of common repairs and replacements are below:

- Replace knee/elbow pads: \$25.00 - Replace/Repair suspender buttons: \$6.00
- Replace helmet face shield: \$46.95 - Replace helmet chinstrap: \$22.00
- Replace lost or damaged Bunker Coat: \$800.00 - Replace lost or damaged Bunker Paints: \$800.00
- Replace lost or damaged Helmet: \$200.00

6. ACCEPTANCE: The Customer acknowledges that he/she has fully inspected and accepted the equipment listed above in good condition and repair and further acknowledges he/she has read and understands the terms and conditions of this Agreement.

7. CUSTOMER: Customer agrees that the Owner may charge late fees, repair and/or replacement fees by method of credit card. All gear is the property of the owner; customer may not sell any of the equipment.

8. OWNERSHIP: The equipment listed above is and shall at all times be and remain the sole and exclusive personal property of the Owner but the Customer shall have the right to use the same except as expressly set forth in this Agreement.

9. USE: The equipment listed above shall be used only for the purpose of training in a manner for which it is intended and for no other purpose.

- 10. THIS EQUIPMENT SHALL NOT BE USED FOR FIRE DEPARTMENT SERVICE, AND IS NOT INTENDED AS SUCH. Owner shall not be responsible for injury, illness and/ or death for use of equipment in a manner not intended.**
- 11. REPAIR & LOSS:** During the term of this Agreement the Customer shall bear the expense and cost of any loss, damage, or destruction to the equipment listed above howsoever caused and the Customer shall at his/her own expense keep the equipment listed above in good and workable condition and shall make all necessary repairs required thereto, provided however, all repairs of whatsoever nature and kind shall be made by the Owner, it's servants or agents at the Owner's place of business or by such persons as may be approved in writing by the Owner, and in any event, the cost of all such repairs shall be paid by the Customer on the credit card listed in this Agreement or any other credit card customer chooses within ten (10) days of the date of an invoice from the Owner to the Customer for such repairs.
- 12. CANCELLATION:** The Customer shall have the right to cancel this Agreement at any time of the term hereof, on the following conditions: a) The equipment listed above shall be returned forthwith to the Owner at appropriate address listed below, with all shipping and/or postage charges and insurance prepaid, b) The equipment listed above shall be returned in good, clean, and workable condition, reasonable wear and tear only excepted; cleaned to NFPA standards, ready for next course, c) The Customer shall pay the cost of any repairs to the equipment listed above which the Owner, in its sole opinion, deems necessary to place the gear in a good and workable condition, and d) If equipment listed above is returned prior to completion of State exam, **NO REFUNDS** will be due or credit given for future training.
- 13. SURRENDER:** The Customer agrees to surrender the equipment listed above in as good order as received by Customer at the end of this Agreement, subject to normal wear and tear, or Customer shall pay for the loss or repair. In the event that litigation becomes necessary to fulfill the terms of this Agreement, Customer also agrees to pay all costs, both legal and extra legal that Owner may incur in recovering the equipment listed above. Customer agrees to notify Owner in case of any changes to the below information as entered by Customer.

Upon the expiration of the terms of this Agreement, the Customer shall deliver the equipment listed above to the Owner at the noted address with all shipping and/or postage charges and insurance prepaid. **EQUIPMENT RETURNS WILL BE ACCEPTED BY SHIPPING OR IN PERSON ONLY** and can be shipped to Safety and Boot Center, Inc., 2927 S.E. Gran Park Way, Stuart, FL 34997.

- 14. DEFAULT:** If the Customer shall default in the payments of repair or replacement costs as hereinbefore provided or if the Customer attempts to remove or sell or part with possession of the equipment listed above, then, in either such event, the Customer shall, upon the demand of the Owner, forthwith deliver the equipment listed above to the Customer at the cost and expense of the Customer to such place as the Owner shall designate, and/or the Owner may without notice to the Customer enter upon any premises of the Customer and repossess the equipment listed above and thereafter the Customer shall be responsible for the cost and expense of the Owner taking possession, reconditioning and selling or otherwise disposing of the equipment listed above.
- 15. ASSIGNMENT:** The Customer shall not assign this Agreement or the interest of the Customer hereunder without the prior written consent of the Owner, and neither this Agreement nor any interest therein is assignable or transferable by operation of law.
- 16. INTERPRETATION:** This Agreement is a lease agreement only and the Customer shall not have or acquire any right, title or interest in the equipment Leased.
- 17. NOTICES:** Service of all notices under this Agreement shall be sufficient if given personally or mailed to the party involved at its respective address, or at such address as such party may provide in writing from time to time.
- 18. GUARANTEE OF DELIVERY:** Owner shall guarantee delivery of Customer's leased equipment to Customer (or to Customer's training school location) prior to, or on Customer's first class session that this equipment is needed provided that Customer's paid order is received **AT LEAST** fifteen (7) business days prior to the start of Customer's training session. All orders received later than fifteen (7) days prior to Customer's class starting date, shall be delivered as soon as possible. If Owner does not have gear in stock to fit Customer's body type/frame, equipment may have to be ordered. Orders can sometimes take up to six (6) weeks for Owner to receive prior to delivery of gear to Customer.

I _____ hereby authorize Safety & Boot Center, Inc. to debit my Credit Card account for any/all repairs, late fees, or payments due under this Agreement. My signature also Affirms that I agree to all the terms of this Agreement, and will return all leased items per this Agreement.
Signature: _____