## **Terms and Conditions**

- 1. The ZipZac chair is the property of Zchair LLC and is in good condition. Renter shall return the chair in the same condition as when received to Zchair LLC, at the end of the rental period for inspection, or sooner, upon the demand by Zchair LLC. Zchair LLC may repossess the ZipZac chair without demand at any time if it is used in violation of the terms of this agreement.
- 2. Zchair LLC shall not be liable or responsible for the loss of or damage to any property left, lost, damaged, stolen, stored or transported by Renter, its agents, servants, or employees, or any other person on or using the ZipZac chair, either before or after the return thereof to Zchair LLC. Renter assumes all risk of such loss or damage and waives all claims against Zchair LLC by reason thereof and Renter agrees to hold Zchair LLC harmless from and to defend and indemnify Zchair LLC against all claims based upon or arising out of such loss or damage.
- 3. Renter assumes all risk and liability for any loss, damage or injury, including death, to persons or property of Renter or others arising out of the use of the ZipZac chair.
- 4. The additional conditions outlined above have been reviewed and accepted as part of this agreement.
- 5. Renter is responsible for the ZipZac chair and will reimburse Zchair LLC, Legal Owner of Equipment, for the full cost of replacement upon demand for any damage, loss, theft, or destruction of the ZipZac chair. The Renter understands and authorizes that Zchair LLC will charge the credit card used for any repair costs or the replacement costs of the ZipZac chair deemed necessary.
- 6. Renter shall defend, indemnify and hold harmless Zchair LLC, all of their agents, officers, servants, and employees from and against any and all losses, liability claims, damages, injuries, demands, actions, and causes of action whatsoever, arising out of or related to any loss, damage or injury claimed by persons that may arise from the use, operation ZipZac chair, provided that such loss or damage was not caused by the fault or gross negligence and willful misconduct of Zchair LLC or its employees.
- 7. Renter assumes all costs and expenses of every kind and nature, including legal fees and disbursements arising out of and in connection with the use of the ZipZac chair.
- 9. Zchair LLC assumes no liability or responsibility for any acts or omissions of Renter or of Renter's agents, servants, or employees.
- 10. Renter shall notify Zchair LLC immediately of any and all accidents and damage resulting from the use of the ZipZac chair.
- 11. Renter agrees to pay all costs, expenses, and attorney's fees incurred by Zchair LLC in collecting sums due or in regaining possession of ZipZac chair or in enforcing or recovering any damage, losses or claims against Renter.
- 12. Renter of the ZipZac chair shall in no event be deemed the agent or employee of Zchair LLC in any manner or for any purpose whatsoever.
- 13. Any individual executing this Agreement as Renter in a representative capacity shall be bound personally, jointly and severally, with such fiduciary, corporation or other entity as to all obligations, expressed or implied, arising hereunder.
- 14. This Agreement shall be binding upon the distributees, heirs, and next of kin, executors, administrators and personal representatives of the undersigned Renter.
- 15. We reserve the right to refuse renting to anyone if deemed necessary due to various reasons.

Total Amount:	\$49 (1st month rental) + \$200 (damage deposit) = \$249 + shipping			
Choose one: guaranteed)	□ ZipZac I – Red	☐ ZipZac II — Blue	☐ ZipZac II — Pink	(ZipZac II colors are not

**Ending the agreement:** Just contact ZipZac first by email or phone with your request to end the agreement and then ship the chair back to ZipZac. You are responsible for the cost of returning the chair.