



BUNKER GEAR SALES & LEASING
Rental Agreement Form

Fax to: (877) 526-5210

This lease agreement made this _____ day of _____, 20___, between BUNKER GEAR SALES & LEASING, INC. (here-to-after referred to as the "Owner" of the first part) and:

Mr. Mrs. Ms. _____ (Give full legal name)

Located at _____ (Current address)

City/Town: _____ State: _____ Zip: _____

Phone: (_____) _____ How long at this address? _____

(Here-in-after referred to as the "Customer").

Student SSN: _____ Date of Birth: _____

Name of training institution: _____

I authorize Bunker Gear Sales & Leasing to debit my Visa/MasterCard/Disc/AmX account for any and all deposits, late fees, payments or replacement costs due under this agreement. My signature also affirms that I agree to all the terms of this contract, and will return all leased items per this contract.

Student Signature Cardholder Signature

Name of Cardholder: _____ Visa M/C Disc/AmX

Account #: _____ Expiration date: _____ / _____

Security Code: _____ Cardholder Occupation: _____

Cardholder Mailing Address: _____

Employer: _____ Phone: _____

Employer's Address: _____

Spouse's Name: _____ Phone: _____

1. **LEASE:** The Owner hereby leases to the Customer, and the Customer hereby rents from the Owner the following:
- Coat #: _____ Helmet #: _____ Hood: _____ (TO BE COMPLETED BY
 Pants w/ suspenders #: _____ Gloves: _____ Boots: _____ BGL Representative.)
- All rental fees are NON-REFUNDABLE, all sales are FINAL.**

2. **TERM:** This lease agreement shall extend for the period of training commencing the date of execution of this agreement.
3. **RENT:** This lease agreement shall pay to the Owner, rental fee for the period ending 10 business days from the completion of state exams. If equipment listed above is not returned within 10 business days from the completion of State exam, late fees, repair/replacement costs (as listed below) will apply.
4. **IN WITNESS** whereof, the parties hereto have executed the presents the day and year written above.
5. **LATE AND CLEANING FEES:** Customer shall have 10 business days from date of State exam to return rental equipment to Owner, at Customer's expense. Customer agrees the Owner shall be entitled to a late fee of \$30.00 PLUS \$5.00 per day for each calendar day

the equipment listed above is returned late to Owner. Customer also agrees to pay Owner, at time of lease, \$25.00 to cover the cost of cleaning the gear. If the Customer returns the helmet dirty, a \$15.00 fee will be assessed. The Owner shall withhold any of these fees from the deposit, if necessary.

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 they read and understood the terms and conditions of this agreement. All gear meets NFPA standards for the year of equipment manufacture. NO REFUNDS will be provided if gear is rejected by a school, or instructor; we will replace the gear at OUR discretion.
7. **CUSTOMER:** Agrees that the Owner may charge late fees, repair or replacement fees by method of credit card listed on file.
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 purposes. ***THIS EQUIPMENT SHALL NOT BE USED FOR FIRE DEPARTMENT SERVICE, AND IS NOT INTENDED AS SUCH. Bunker Gear Sales & Leasing shall not be responsible for injury, illness, or death for use of equipment in a manner not intended.***
10. **REPAIR & LOSS:** During the term of this lease agreement the Customer shall notify the Owner of any repairs needed in a timely manner. All repairs of whatsoever nature and kind shall be made by the Owner, its servants or agents at the Owner's place of business or by such persons as may be approved in writing by the Owner. In the event of loss the Customer agrees to replace the gear at the following prices: Bunker Coat - \$325.00, Bunker Pants - \$275.00, Helmet - \$125.00 and Suspenders - \$25.00, Gloves - \$35, Hood - \$20, Boots - \$65.
11. **CANCELLATION:** The Customer shall have the right to cancel this lease 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 accepted; cleaned to NFPA standards, in ready condition for the next course.
 - c. If the equipment listed above is returned prior to completion of the State Exam, **NO REFUNDS** will be due or credit given for future training.
12. **SURRENDER:** I, the lessee, agree to surrender the equipment listed above in as good order as received by me at the end of the lease agreement, subject to normal wear and tear, or I shall pay for the loss or repairs. In the event that litigation becomes necessary to fulfill the terms of this agreement, I also agree to pay all costs, both legal and extralegal that Bunker Gear Sales & Leasing may incur in recovering the equipment listed above. I agree to notify Bunker Gear Sales & Leasing in case of any changes to the contact information as entered by me.

Upon the expiration of the term of this lease 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 ONLY BE ACCEPTED BY SHIPPING** and can be shipped to: Bunker Gear Sales & Leasing, Inc., 8944 Greenleaf Road, Jacksonville, FL, 32208.

13. **DEFAULT:** If the Customer shall default in the payment of replacement cost as hereinbefore provided, or if the Customer attempts to remove, or sell, or part with possession of the equipment listed in this agreement, then, and in either such event, the Customer shall, upon the demand of the Owner, forthwith deliver the equipment listed above to the Owner 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.
14. **PURCHASE OPTION:** The Customer will have the option to purchase the equipment listed above. Call **(877) 291-2521** to discuss this option with a Bunker Gear Sales & Leasing, Inc. representative.
15. **ASSIGNMENT:** The Customer shall not assign lease agreement or the interest of the Customer hereunder without the prior written consent of the Owner, and neither this agreement for 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 listed above.
17. **NOTICES:** Service of all notices under this lease 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. Mailing address: Bunker Gear Sales & Leasing, Inc., 8944 Greenleaf Road, Jacksonville, FL 32208.
18. **GUARANTEE OF DELIVERY:** Bunker Gear Sales & Leasing will guarantee delivery of your leased equipment to you (or to your training school location) prior to, or on, your first 2 weeks that this equipment is needed provided that your paid order is received AT LEAST 15 business days prior to the start of your training session. All orders received later than 15 days prior to your class starting date, will be delivered as soon as possible. If we do not have gear in stock to fit your body type/frame it may have to be ordered. Orders can sometimes take up to 6 weeks for us to receive prior to delivery of gear to you.