

# PMI EQUIPMENT LOANER AGREEMENT

This Loaner Agreement is entered into between Progressive Medical International (Lender) located at 2640 Ash Street, Vista, CA 92081 and

\_\_\_\_\_ (User), \_\_\_\_\_  
Printed Borrower Name Account Number

located at: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Address State Zip

with reference to the fact that the User wishes to borrow and use and the Lender wishes to loan equipment on the following terms and conditions:

1. Lender will loan to the User, and user will accept the \_\_\_\_\_ (Equipment/Serial Number) which is incorporated herein.
2. User acknowledges that the Equipment is for the User's own use and not for any other purpose. User expressly acknowledges that this agreement is not for the sale or rental of the Equipment. User agrees not to transfer the care or custody of the Equipment to anyone without the Lender's written approval.
3. PMI will make the equipment available to the User beginning on \_\_\_\_\_ (date), and will notify User to return the PMI loaner once the User's equipment is repaired.
4. Loaned equipment will be returned by the User to PMI within 10 business days of the receipt date of the User's repaired equipment. Failure to return the equipment within stated period will result in a \$75.00 per week rental fee. In the event, the equipment is not returned within 30 days of receipt of the repaired machine, or failure to return the equipment in good working order shall result in the termination of this agreement and the full, current market value of the loaned equipment shall be immediately due and payable to the Lender by the User.
5. Loaned equipment/accessories, if available, will be shipped upon request to the customer, freight C.O.D. The customer is solely responsible for the care and maintenance of the loaned equipment and all accessories while in their custody. Additionally, reimbursement of any and all losses/damages will be the responsibility of the customer while the loaned equipment is in their custody. User agrees to return the Equipment immediately upon request by the Lender.
6. User indemnifies and holds Lender, its affiliates and subsidiaries harmless from and against any and all lawsuits, damages, claims, awards, settlements, liabilities and expenses incident thereto, including reasonable attorney fees, litigation and court costs arising from any injury or alleged injury or damage or alleged damage to the person, property, business or anyone arising from or in connection with User's use of the equipment loaned pursuant to this Agreement. Terms may be extended only by written agreement and approval of PMI.

The acknowledgement signature must be from an agent authorized to sign contractual documentation for the User. My signature below indicates that I have read, understand and agree to the terms and conditions set forth above.

\_\_\_\_\_  
Print Customer Name Date  
\_\_\_\_\_  
Signature POC Phone Number

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**OFFICE USE ONLY**

\_\_\_\_\_  
Item Name Item Number Item Serial Number  
\_\_\_\_\_  
Date of Loan Date Returned Returned By (Rep)