



# Chamber Loan Agreement

**Date:**

This agreement is entered into by and between:

**Lessor:**

**Renter:**

IHA  
33 Woodcroft Circle  
Madison, WI 53719

**DEFINITIONS**

“Renter” means the person(s) signing this agreement or any other party (including organizations) to whom the charges incurred are billed at the express direction of such party or the person(s) signing this agreement (with Lessor's [IHA] consent), both being jointly and severally liable for such charges.

VALUE shall refer to the cost of the EQUIPMENT, which is:

SECURITY shall refer to the security deposit of:

EQUIPMENT shall refer to the below chamber description and all related accessories that shipped with the chamber and shipping boxes needed for the return of the chamber and accessories.

**Chamber Model:**

**Other Items:**

**TERMS OF AGREEMENT:**

IHA agrees to rent EQUIPMENT to RENTER for \_\_\_\_\_ per month due on the \_\_\_\_\_ day of the rental month.

The rental term is for \_\_\_\_\_ days commencing \_\_\_\_\_ and ending \_\_\_\_\_

RENTER will place a security deposit with IHA in the amount \_\_\_\_\_ of for the duration of the rental term.

Upon expiration of the rental term, IHA will return the entire security deposit to RENTER provided the EQUIPMENT is returned to IHA in 'like-new' condition. Any outstanding rents or fees related to damages to the EQUIPMENT will be deducted from the security deposit.

**Agreed by and on:**

**International Hyperbaric Association (IHA)**

**Authorized Agent of RENTER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**IHA Representative** - Printed Name

**Agent of Renter** - Printed Name

**CONDITIONS OF AGREEMENT**

This agreement has been entered into between IHA and RENTER with the understanding that there will be no monthly rental charge for this EQUIPMENT ONLY during the timeframe specified in this agreement. If the EQUIPMENT is not returned at the end of this agreement or if a new rental



contract agreement is not signed, the RENTER agrees to pay the monthly rental fee of and is immediately due and will be paid every month until the chamber is returned. IHA does reserve the right to demand the return of the EQUIPMENT at the RENTER'S expense at any time and without reason.

RENTER is responsible for freight charges both to and from IHA. RENTER is to deliver the EQUIPMENT to IHA freight prepaid and insured. Renter must return EQUIPMENT in original shipping boxes (if not damaged in initial shipment). If the original shipping boxes are not available upon contract termination, appropriate shipping boxes must be purchased from IHA and used for all returns.

IHA exhibits good faith when shipping EQUIPMENT to RENTER. IHA will not be held responsible for shipping delays beyond the control of IHA.

RENTER shall provide a credit card for monthly rent payment and pre-authorized monthly charges as due. Debit cards will not be accepted. If RENTER fails to return the EQUIPMENT at the end of the rental period, then the RENTER agrees to pay an additional full month's rent with no incremental billing. RENTER may be assessed a rate of 1.5 x the monthly rental payment if a new rental agreement is not secured by the RENTER with the IHA.

LATE PAYMENT FEES: If any rental payment is not received by the sixth (6th) day after it is due, renter will pay a late payment fee of \$50. This late payment fee shall be due immediately without demand therefore and shall be added to and paid with the late rental payment.

RETURNED CHECK FEES/DECLINED CREDIT CARD: Renter also agrees to pay a \$45 processing fee for each check of renter that is returned by the financial institution because of insufficient funds or because the renter did not have an account at the financial institution. A \$45 processing fee will be charged for declined credit card transactions.

At any time during the first three (3) months rental term, RENTER may choose to purchase the equipment. RENTER would have to pay the difference of the VALUE less the SECURITY along with any outstanding rental charges due through the date of purchase. IHA will apply the SECURITY to the payment and transfer title of the EQUIPMENT to RENTER.

The RENTER shall not assign this rental agreement to another party without explicit written approval of IHA. If RENTER sells the EQUIPMENT to another party, then payment for the full value of the EQUIPMENT will be due immediately.

RENTER shall seek the advice/recommendation of a doctor for the usage and treatment protocol of the EQUIPMENT. As indicated in its FDA 510(K) clearance, hyperbaric chambers are considered a prescriptive device. RENTER shall provide a current prescription to IHA.

RENTER shall provide liability insurance for the EQUIPMENT and usage thereof. If the EQUIPMENT is lost, or destroyed for any reason, IHA will keep the SECURITY and RENTER will be liable for the VALUE less the SECURITY plus any outstanding rents due to IHA through the date of the loss being reported to IHA.

RENTER to hold IHA harmless against any claims except for manufacturing defects of EQUIPMENT. CANCELLATIONS are to be made by contacting IHA via fax or e-mail and are subject to the following terms:

Cancellation by RENTER of 30 days or more prior to shipping will result in no charge. Cancellation by RENTER after shipping will result in a charge for both initial shipping to and from IHA.

This agreement will be in effect until RENTER is released from obligation(s) in writing from IHA.

USE. RENTER shall use the EQUIPMENT in a careful and proper manner and shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations in any way relating to the possession, operation, or maintenance of the Equipment.

IHA has the right, at its discretion, to adjust the initial rental start date and monthly due date in the event of a significant delay in shipping from IHA to the designated location of the RENTER. Upon returning the EQUIPMENT back to IHA, a delay in shipping will be charged to the RENTER of the amount equal to the agreed monthly rate divided by 30 per day.

RULES AND REGULATIONS The RENTER will abide by all the LESSOR'S existing rules and regulations and such future reasonable rules and regulations as the LESSOR may, at the LESSOR'S discretion, adopt governing the use of rented EQUIPMENT. Any such changes and additions will not alter the essential terms of this rental agreement, or any substantive rights granted hereunder and shall not become effective until thirty (30) days written notice thereof shall have been furnished to RENTER.

AGREEMENT GOVERNED UNDER LAWS OF THE STATE OF WISCONSIN This AGREEMENT shall be governed by and construed under the laws of the State of Wisconsin. The parties shall attempt to resolve all disputes arising out of this agreement in good faith, in a spirit of cooperation without formal proceedings. In the event a dispute cannot be so resolved, and IHA refers the enforcement of its rights under or relating to this AGREEMENT, including the collection of any sums due IHA, to its attorneys or other agents, RENTER agrees to reimburse IHA for all reasonable attorneys' fees and other costs incurred in connection therewith. In the event either party shall resort to the judicial system for enforcement of its rights hereunder, RENTER agrees that the state and federal courts located in Dane County, WI, USA shall have exclusive jurisdiction of such claims and hereby consent to the personal jurisdiction of such courts. Nothing herein contained shall in any manner prevent or preclude IHA from bringing any one or more actions against RENTER in any jurisdiction in the United States or elsewhere.

Agent of RENTER Initial \_\_\_\_\_