

EzyGym

Phone / SMS 0448 399 496

Email ezygym@gmail.com

<u>The Customer</u>			
Name:			
Address:			
Home Number:		Work:	
Mobile:		Email:	

Item 1 – Equipment    EzyGym Treadmill    Serial:    Value:    \$1299

Ezy Gym    Fit 120

Item 2 - Rental Payments

Rent Fee:    Refundable Deposit:    Total Paid

Quarterly    Half Yearly    For Rental to:    \_\_\_\_\_

Cash    Visa    Mastercard

**Further payment schedule**    **Due Date:**    /    /    **Amount:**    \$

Further Payment Methods

Cardholders Name:    \_\_\_\_\_

1. M/Card / Visa    Card Number:

Expiry Date:    /    CCV    \_\_\_\_\_

Cardholder's Signature:    \_\_\_\_\_

2. Direct Deposit    At Bank: Put your last six numbers of your home phone number as the reference number  
Internet: Put your name as reference

To: **Westpac Bank**    Account Name: **Ezy Gym**    BSB: **034 154**    Account Number: **331 510**

Item 3 - Address at which Equipment is to be used: Same as the Customer's address

Item 4 - Rental Commencement Date:      /      /      Item 5 - Rental Termination Date:      /      /

**Please Note:**      After initial rental term, lease becomes payable monthly in advance **unless**  
Customer informs EzyGym to collect the equipment

I hereby declare that I have read the **Ezy Gym Rental Agreement** and **User's Safety Guidelines and Tips** and agree to abide by the terms, conditions, and guidelines outlined:

	Print Name	Signature	Date
Customer :	<input type="text"/>	<input type="text"/>	<input type="text"/>
Driver License	<input type="text"/>	<input type="text"/>	<input type="text"/>

## User Safety Guidelines and Tips

To ensure your safety and peak maintenance of the equipment we require that you read and acknowledge having read the following tips:

### ESSENTIAL:

1. This equipment is for indoor home and domestic / personally use only  
Not for commercial use
2. Always wear clean running shoes (other footwear may damage the belt)
3. To commence use:  
Stand on side of machine  
Wait until the distance shows '1' (this indicates 10 meters) then step onto belt  
Adjust speed to your preference
4. Only use speeds you can handle, higher speeds may cause injuries
5. Ensure there are no objects near the machine which could hurt you should you fall
6. Do not apply your body weight onto the pulse handles (lightly grip them)  
Use the side hand rails to stabilise your body position
7. Follow the belt adjustment procedure in the manual to tighten up the belt if necessary
8. Unplug the equipment power cord during storms to protect against power surges
9. Keep drink and food stuffs away from the equipment

10. Keep children away from the equipment
11. Always keep the running board in horizontal position  
Only foldaway when moving the treadmill to another area
12. Ensure the safety key is in a secure place when not in use  
Replacement of lost key will incur an additional fee
13. For Fit 100, use a screw driver to tighten up the screws if necessary under the control panel
14. The pulse monitor (handgrip type) is not of medical standard (estimation only)  
Users with high level of body static electricity may interrupt or stop the operation of the treadmill when touching the hand grip pulse monitor (For Fit 100 only)
15. Please do not hold any other objects (such as arm training equipment, etc) while running on the Treadmill
16. **It is the renter's responsibility to ensure all users read the Safety Guidelines and User's Manual (available online at [www.ezygym.com.au](http://www.ezygym.com.au)) before using the equipment**

#### Ezy Gym RENTAL AGREEMENT

BETWEEN: EzyGym Pty Ltd ACN: 656 496 203 ABN: 70 656 496 203  
of PO Box 306 Helensvale Qld 4212 Australia (referred as Ezy Gym in this contract)

AND: The Customer (see Schedule A for full details)

#### TERMS AND CONDITIONS

The Customer hereby agrees to rent from Ezy Gym the Equipment as listed in Item 1 of Schedule A under the following terms and conditions:

##### 1. Rental Period

Unless otherwise agreed in writing, Equipment is rented on a calendar quarterly basis commencing on the date of delivery of the Equipment and terminating at 1600 hrs on the last business day prior to the quarterly anniversary of the date of delivery.

##### 2. Rental Fees

Customer shall pay the rental fee as specified in Item 2 of Schedule A to Ezy Gym by fixed installments in advance, with the first installment due on the Commencement Date of the rental period, as specified in Item 4 of Schedule A.

Further installments must be paid (& cleared) into Ezy Gym's bank account 10 working days prior to commencement of installment rental period.

In the event that Equipment is not returned by the Termination Date as specified in Item 5 of Schedule A, then a further fee shall become due and payable and shall continue to accrue on the monthly anniversary until the Equipment is returned. In the event that Equipment is returned prior to any monthly anniversary then Ezy Gym may give a rebate on the rental but is not obliged to do so. No claim shall be made or maintainable if Ezy Gym determines not to give a rebate. Ezy Gym may require a deposit from some renters (eg: renter without a landline phone number).

##### 3. Other Charges

Customer shall be responsible for reimbursement to Ezy Gym of any government charges, duties or GST applicable by virtue of this transaction.

#### 4. Customer Covenants

Customer agrees that:

- (A) The Equipment remains the property of Ezy Gym;
- (B) Customer shall not sell, charge, pledge or part with the Equipment;
- (C) Customer shall keep Equipment at the address as specified in Schedule A;
- (D) Customer shall use Equipment in a careful and proper manner at all times;
- (E) Customer shall notify Ezy Gym immediately if any court judgment or order is levied against Customer or the property of Customer, or if a petition is presented for the liquidation of the Customer or a receiver is appointed or a scheme of arrangement is proposed; and
- (F) Customer shall permit Ezy Gym or its agents to enter the premises where Equipment is located, provided reasonable notice is provided, in order to inspect Equipment or carry out maintenance to the equipment.

#### 5. Warranty

Ezy Gym warrants that each item of Equipment hired is of merchantable quality and reasonably fit for the purpose for which it was designed.

#### 6. Maintenance

Ezy Gym shall at its expense provide regular maintenance and adjustment for Equipment and shall use its best endeavour to repair or replace Equipment which becomes defective during the rental period through no fault of the Customer. In the event that the Equipment does not operate properly, Customer shall notify Ezy Gym and request instructions before taking remedial action.

#### 7. Early Termination of Agreement

Notwithstanding the rental period, Ezy Gym expressly reserves the right of early termination of the rental agreement, which may be exercised on demand and at the discretion of Ezy Gym. In such an event Customer shall forthwith return Equipment to Ezy Gym. The applicable rental shall be adjusted and payable on a pro rata basis. For the purpose of pro rating, a week shall be of seven days and a month shall be of 30 days.

#### 8. Safekeeping

Customer is responsible for the safekeeping of Equipment and shall be responsible for any loss, theft, damage or destruction of Equipment. In the event that Equipment shall require repair or adjustment as a result of Customer misuse, abuse or negligence, Customer shall bear all costs of any such repair or adjustment including any freight and other associated costs or charges. Customer shall pay to Ezy Gym the full replacement cost, as assessed by Ezy Gym of Equipment which is lost, stolen, destroyed or damaged beyond repair. Any item of non-expendable materials (such as and including operations manuals) not returned to Ezy Gym upon termination of the rental period, shall be charged to the Customer at full replacement cost or \$99 which ever shall be the greater amount.

#### 9. Customer in Default

If Customer is in default of the provisions of this agreement, or has not returned Equipment as due on the Termination Date, Equipment shall, upon request being made by Ezy Gym, be delivered up by Customer to Ezy Gym and the rental period shall upon delivery of Equipment to Ezy Gym under the terms of this Agreement, be terminated but without prejudice to the rights of Ezy Gym to require Customer to immediate pay such money as may be or become owing by Customer to Ezy Gym. In the event that Equipment is not delivered up by Customer to Ezy Gym within seven (7) days of a request being made in writing, Customer shall allow Ezy Gym to enter the premises where Equipment is located during reasonable times and to remove Equipment. Any such removal of Equipment shall not be viewed as a default by Ezy Gym of any of the terms and conditions contained in this agreement.

**The Customer agrees that if the Customer defaults on our terms of lease, Ezy Gym may list information about the Customer's credit default with a credit reporting agency.**

#### 10. Liability

In the event that Equipment does not function as warranted or in the event of any breach by Ezy Gym of the Agreement, then, as far as the law permits, Ezy Gym's liability, if any, shall be restricted to the amount of the rental for the duration of the rental period during which the breach occurred and Ezy Gym shall not be liable for any item of consequential loss.

#### 11. Intellectual Property

All rights pertaining to industrial or intellectual property including but not limited to copyrights, patents and trade marks are expressly reserved. Customer shall not and shall not permit or authorise any copying or breach of such rights.

## 12. Damage or Loss

In respect to damage or loss of Equipment, the rental period shall continue until Equipment has been repaired by Ezy Gym or replacement costs have been paid by Customer.

## 13. Ezy Gym Usage Policy: Strictly domestic and personal use only

Ezy Gym is not responsible for any personal injury to a participant caused by their participation in, or preparatory to or concluding their participation in, any sporting activity, game, competition, contest, race or performance or the practice, demonstration or trial thereof (whether supervised or unsupervised) including but not limited to equestrian or gymnastic activity and the use of firearms, missiles or explosives of any nature or description.

## 14. Ezy Gym Warning:

- 1). Users must read the user's manual and Ezy Gym User's Guide/Tips before using the machine.
- 2). Ezy Gym is not responsible for any loss or injury caused by improper usage.
- 3). Equipment program settings have been prepared without taking into account personal objectives or physical needs. Before using the equipment you should obtain medical advice as to the suitability of this equipment for your health needs. (Pulse monitors on machines are not of medical standard)
- 4). Please ensure speeds are suitable for the user as unsuitable speeds may cause injury.

## 15. General

- A) This Agreement constitutes the entire agreement between the Customer and Ezy Gym.
- B) Statements or representations made by agents, employees, distributors and dealers of Ezy Gym which add to or vary this agreement or the related documentation do not constitute warranties by Ezy Gym, do not bind Ezy Gym and should not be relied upon.
- C) This Agreement may only be modified in a written amendment signed by an authorised officer of Ezy Gym.
- D) If any provisions of this Agreement are unenforceable, all other will remain in effect.
- E) This Agreement shall be governed by the laws of the state of Queensland, Australia.