

Marx Medical

Equipment & Supplies

2814 E Allegheny Ave, Philadelphia, PA, 19134, (215) 426-9242

RENTAL EQUIPMENT POLICIES, TERMS AND CONDITIONS

Cancellation policy

Cancellation Protection Plan (CPP). CPP can be purchased at a cost of \$10.00 per rental item (not \$10 per order). This cost is non-refundable for any reason.

If accepted:

- A. If three (3) days or more notice is provided before your scheduled delivery date, you may cancel and receive a refund on your order.
- B. Any cancellation less than three (3) days from your scheduled delivery date will receive a refund, less a \$20 before administrative fee.

If declined:

- A. If five (5) days or more notice is provided before your scheduled delivery date, you are entitled to a full credit minus a \$50 administrative fee.
- B. Any cancellation less than five (5) days before your scheduled delivery date is not entitled to a refund or credit.

ALL CANCELLATION POLICIES MUST BE PURCHASED DURING THE INITIAL BOOKING. NO CANCELLATION POLICY CAN BE ADDED THEREAFTER.

FOR EMERGENCY ASSISTANCE OR WEEKEND SERVICES PLEASE CALL (267) 506-4211

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Equipment damage, theft or loss policy

Equipment Protection Plan (EPP) can be purchased at the time of booking. We have two levels of EPP to choose from. You, the renter, may choose either level or decline coverage. This cost is non-refundable for any reason. See below for details.

If accepted:

- A. If you choose option A (\$15) the equipment repair costs will be assumed by the rental company (excluding accessories EPP-Basic and/or parts such as keys, chargers, baskets, canopies, etc.) less a \$50 deductible due immediately. EPP-Basic does not cover theft or loss.
- B. If you choose option B (\$25) then the coverage is the same as above, but also includes loss of theft of equipment. The EPP-Plus renter must file a police report within twelve (12) hours of the incident and provide Marx Medical with a copy of the official report. The \$50 deductible will be due immediately.

If declined:

- A. You, the renter, acknowledge that the equipment damage is your responsibility and assume all repair costs whether caused through misuse, accident or any other reason. Declining EPP makes you solely responsible for the repair costs outside of normal wear and tear including accessories such as keys, chargers, baskets, canopies, etc. while in your possession. You understand and agree that you are responsible for all vandalism and/or loss of the equipment and authorize the rental company to charge the repair costs to the credit card associated with this rental. Any damages incurred will be subject to an automatic withdrawal of funds from the card on file to cover parts and labor. You, the renter, allow Marx Medical Equipment to withdrawal funds from the card saved on file to cover all damages and labor.
- B. Renter is responsible for the mobility equipment and will reimburse Marx Medical \$1,000.00 for a standard scooter or electric chair, \$1700 for a heavy duty or bariatric scooter or electric chair, \$500 all types of manual wheelchairs, \$300 for knee walkers and portable ramps and \$150 for

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rollators and walkers, 1600 for a used stair glide. This is the full cost of replacement upon demand for any damage, loss, theft, or destruction of the mobility equipment. The Renter understands and authorizes that Marx Medical will charge the credit card used for any repair costs or the replacement costs of the mobility equipment.

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Terms and Conditions

Marx Medical rents to Renter signing or clicking the 'I agree to the Terms and Condition Box', accept this mobility equipment and once accepted cannot exchange equipment (mobility scooter, manual wheelchair, electric wheelchair, knee walker, rollator, ramp, stair glide and transport chair) agreement subject to all the terms and conditions set forth and Renter agrees:

1. The mobility equipment is the property of Marx Medical and is in good condition. Renter will return the mobility equipment in the same condition as when received, at the end of the rental period for inspection and recharge of battery (if necessary), or sooner, upon the demand by Marx Medical. Marx Medical may repossess the mobility equipment without demand at any time if it is used in violation of the terms of this agreement.
2. At the conclusion of the initial rental period, Renter may renew the rental at the original rental rates with the same terms and conditions applied.
4. Marx Medical may 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 the scooter, either before or after the return thereof Marx Medical. Renter assumes all risk of such loss or damage and waives all claims against Marx Medical by reason thereof and Renter agrees to hold Marx Medical harmless from and to defend and indemnify Marx Medical against all claims based upon or arising out of such loss or damage.
5. 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, operation or driving of the mobility equipment.

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7. The following restrictions are cumulative, and each shall apply to every use, operation or driving of the mobility equipment. Under no circumstances shall the mobility equipment be used, operated by any person: a) under the age of 18; or b) while under the influence of intoxicants or narcotics; or c) in an unsafe manner.
8. Renter shall defend, indemnify and hold harmless Marx Medical, 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 or driving of the mobility equipment, provided that such loss or damage was not caused by the fault or gross negligence and willful misconduct of Marx Medical or its employees.
9. 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, operation or driving of the mobility equipment.
10. Marx Medical assumes no liability or responsibility for any acts or omissions of Renter or of Renter's agents, servants, or employees.
11. Renter shall require drivers to operate the scooter with reasonable care and diligence and comply with the terms of this agreement. Renter shall notify Marx Medical immediately of any and all accidents and damage resulting from the use, operation or driving of the mobility equipment. In order for any kind of refund to be considered, for any reason whatsoever, the renter MUST call Marx Medical Equipment once an issue arises. If the issue is discussed after the rental period or the day the equipment is being picked up, no refund shall be given.
12. Renter agrees to pay all costs, expenses, and attorney's fees incurred by Marx Medical in collecting

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sums due or in regaining possession of mobility equipment or in enforcing or recovering any damage, losses or claims against Renter.

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13. Renter or the driver of the mobility equipment shall in no event be deemed the agent or employee of Marx Medical in any manner or for any purpose whatsoever.
14. 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.
15. If any provisions hereof or the application of any provisions to any person or circumstance is held invalid or unenforceable, the remainder hereof and the application of such provision to other persons or circumstances shall remain valid and enforceable.

Credit and Debit Card Policies

1. Marx Medical accepts most major credit cards as credit identification, security deposit and payment at the time of rental.
2. Marx Medical reserves the right, in its sole discretion, to seek a Debit Card authorization hold in excess of the estimated rental charges.
3. If you fail to return the device as agreed, Marx Medical will obtain additional authorizations from your account to cover the rental charges and the balance value of the scooter.
4. Marx Medical is not responsible for any returned checks or over-drafts based on this policy.
5. Positive identification in addition to your driver's license may be required.
6. Prices are fixed and shall not be haggled or bargained.

Note: Prepaid Debit/Gift cards are not acceptable methods of credit identification. One of the above mentioned cards must be presented.

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Rental Extensions

Scooters are due back at the date/time specified on the rental agreement. If you need to extend your rental, you must call us prior to expiration.

Out of Battery

Scooters are fully charged at the time of delivery; customer is responsible to charge the battery as needed. If you forget to charge the battery and become stranded, you may call us and request a delivery of a fully charged battery, at a fee of \$25 during business hours.

Reserve Online or Call (215) 426-9242