

Rental Service Application

Please note that:

- You must be 18 years of age or older and have a valid Social Security Number

Application is hereby made to request a rental service for the

- ☐ "Romance" Electric Bidet
☐ "Rose" Electric Bidet
☐ "PUR15" Water Purification System
☐ "ROC4AB" Water Purification System
☐ _____

Personal Information

* Applicant's Full Name: _____

* Present Address: _____

* City, State, Zip code: _____ Home Phone: (_____) _____

* Cellular Phone: (_____) _____ * E-mail: _____

* Social Security Number: _____ - _____ - _____ * Driver's License Number: _____ State _____

Signatures

Applicant's Signature Date Co-Applicant's Signature Date

Security & Privacy

Please read the [Security & Privacy](#) and check the box below.

☐ I have read and agree to the [Security & Privacy](#).

Security involves making sure that any sensitive information such as social Security Number or personal contact number information that you may provide is treated in a safe and secure manner.

Privacy refers to information we gather and check about your credit information, and the use we make of it.

The information provided explicitly by you, the applicant, includes:

- Name, address, telephone number, e-mail address (if you have one), and Social Security Number

So, you agree that we can check and use your personal credit score to decide serving you.

Terms & Conditions

Please read the [Terms & Conditions](#) and check the box below.

☐ I have read and agree to the [Terms & Conditions](#).

*All orders submitted require a signed credit/rental application. The back of this credit/rental application contains the terms & conditions. The customer must agree upon all the terms and conditions.

Terms and Conditions

The person whose signature appears on the front of this Credit Application and Agreement ("Agreement") represents and warrants that he or she are authorized and empowered to execute this Agreement and agrees to the following terms and conditions. This Agreement to lease/rent equipment is made and effective by signing this contract. Aqua Life Water Systems, Inc. (herein also referred to as "Lessor", "Company") desires to lease to Customer (herein also referred to as "Lessee", "Recipient") and Lessee desires to lease from Aqua Life Water Systems, Inc. certain tangible personal property.

1. LEASE: Aqua Life Water Systems, Inc. hereby leases to Lessee, and Lessee hereby leases from Aqua Life Water Systems, the following described product: shown in the application form.
2. RELEASE OF INFORMATION.
 - a. Customer authorizes Aqua Life Water System to contact any parties named herein and to verify any information contained in this agreement;
 - b. The customer authorizes all parties listed herein (bank, employer) to release information to Company and commits to hold these parties harmless with regard to such information;
 - c. It is agreed that Company is authorized to obtain individual credit reports on the individual(s) for the purpose of determining credit worthiness; and
 - d. Pursuant to the requirements of the California Uniform Commercial Code – Bulk Transfer Law, Section 6-102, the customer agrees to notify Aqua Life Water Systems in writing and in a timely manner of any changes in information provided.
3. TERMS OF LEASE:
 - a. Pricing is set and cannot be changed; and may be paid with a credit card accepted by Company
 - b. The acceptance of any individual order and terms of payment on all sales and orders are subject to prior approval by Company Credit Department;
 - c. It is agreed that all orders are subject to 100% pre-payment;
 - d. Lessee will inspect the rental product within five (5) days after receipt. Unless Lessee gives a written notice to Lessor within that time frame specifying any defect in the property, Lessee agrees that it will be conclusively presumed that Lessee has fully inspected the product and acknowledges that the property is in good condition and that Lessee is satisfied with and has accepted the product in good condition.
 - e. Lessee may be liable to Lessor if the rental product is lost and/or for damage to the rental product caused by Lessee's negligence and recklessness.
 - f. If by any reason, the rental price is not paid when due, Customer shall pay a late charge depending on the company's policy. Late charges shall be payable on demand. The imposition or payment of said late charge shall not be deemed to extend the due date of any payment of the purchase/rental price.
 - g. A fee for bounced checks within the amount of \$25.00 for the first bounced check and \$35.00 for all checks bounced thereafter will be charged to Lessee.
 - h. When Lessee moves within the service area, Company shall reinstall the products at the new location with no charge.
 - i. The terms of this Lease shall commence on the date installation has been completed and shall expire in the amount of time shown in the application form.
 - j. The rent for the product shall be paid by due date in full.
 - k. Lessee shall use the product 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, use or maintenance of the product.
 - l. If Lessee fails to pay any rent or other amount herein provided within ten (10) days after the same is due and payable, or if Lessee fails to observe, keep or perform any other provision of this Lease required to be observed, kept or performed by Lessee, Aqua Life Water Systems shall have the right to exercise any one or more of the following remedies:
 - i. To declare the entire amount of rent immediately due and payable without notice or demand to Lessee
 - ii. To sue for and recover all rents and other payments, then accrued or thereafter accruing.
 - iii. To take possession of the product, without demand or notice, wherever product may be located, without any court order or other process of law. Lessee hereby waives any and all damages occasioned by such taking of possession.
 - iv. To terminate this Lease.
 - v. To pursue any other remedy at law or in equity.

Notwithstanding any repossession or any other action which Company may take, Lessee shall be and shall remain liable for the full performance of all obligations on the part of the Lessee to be performed under this Lease and all costs incurred by Company relative to any default shall be paid by Lessee. All of Company's remedies are cumulative, and may be exercised concurrently or separately.

 - m. Neither this Lease nor any interest therein is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act, as amended, is commenced by or against the Lessee, or if the Lessee is adjudged insolvent, or if Lessee makes any assignment for the benefits of his/her creditors, or if a writ of attachment or execution is levied on the product and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the Lessee is a party with authority to take possession or control of product, Company shall have and may exercise any or more of the remedies set forth in these terms & conditions; and this Lease shall, at the option of Company, without notice, immediately terminate and shall not be treated as an asset of Lessee after the exercise of said option.
 - n. The product is, and shall at all times be and remain, the sole and exclusive property of Company; and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease.
 - o. Company may cancel and terminate any order acceptance, or any contract relating thereto, if Lessor determines that it cannot install the item(s) covered hereby.
 - p. This agreement will renew automatically on a month-to-month basis unless Lessee notifies Company in writing thirty (30) days prior to Lease completion.
 - q. If for any reason Lessee terminates this Agreement before the initial term expires ("Early Termination"), Lessee shall pay Company a penalty in the total amount for the remained lease contract period. Full payment of such penalty shall be due to Company within ten (10) days from the Early Termination date. Also, the penalty amount may be deducted from the security deposit.
4. MAINTENANCE AND REPAIRS:
 - a. Company must be notified of damages within 48 hours of receipt of product in order to obtain a schedule an inspection and/or after-service call to determine if a return authorization is required. Return authorizations are processed through Company's Customer Service. All returns are subject to be complied with company's return policy.
 - b. Customer must receive prior written authorization to return any goods to customer. UNAUTHORIZED RETURNS will be refused. Company may charge installation fee on the customer depending on the situation.
 - c. Credits will be made after inspection of product.
 - d. Lessee will assume all obligations and liabilities with respect to the possession of the rental product, and for its use, condition, and storage until this Agreement is terminated. Lessee will, at Lessee's own expense, maintain the property in good mechanical condition and running order, allowing for reasonable wear & tear.

- e. Lessee shall inform Company of any problems to keep the product in good repair, condition and working order and Company shall furnish any and all parts, mechanisms and devices required to keep the product in good mechanical working order.
 - f. Upon the expiration or earlier termination of this lease, Lessee shall call Company to return the product to Company in good condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted, by making an appointment to return product to Company.
 - g. Company's sole obligation in respect to any defect in the product(s) covered hereby or in the installation of such product(s) is limited to the repair or replacement of defective parts if covered by the manufacturer's warranty or the correction of any defect in installation, such obligation is contingent upon proper use of the product and shall not apply if products have been modified, misused, neglected or tampered with by customer or third parties. In no event shall Company be responsible for any damage to Lessee's property by reason of installation unless Company is grossly negligent in the installation of product and Customer hereby expressly agrees and acknowledges that foregoing obligations of Company contained herein are in lieu of any and all other warranties, obligations, or representations of any kind whatsoever either expressed or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose in respect to the product(s) or in the installation thereof, except for those specially reserved to Customer hereunder.
 - h. Company shall not be responsible for any damages arising from or in relation to the following:
 - i. Water leakage due to outworn water pipe;
 - ii. Water pipe and its connecting parts;
 - iii. Ice-maker for refrigerator and any connecting parts thereof;
 - iv. Faucet connecting parts or Water pressure higher than 80psi
 - v. Water leakage from damaged connecting parts caused by Customer;
 - vi. Damages to tubing lines caused by Customer's negligence and/or mishandling;
 - vii. Damages to tubing lines caused by animal and/or pet bites;
 - viii. Damages to floor caused by water spillover from cock and gutter due to Customer's failure to proper maintenance;
 - ix. Problems with water quality caused by Customer's non-compliance with user's manual;
 - x. Damages caused by Customer's failure to properly replace expendable parts; and
 - xi. Damages caused by Customer's negligent disassembly of product. Company shall not be responsible for damages to any parts unrelated or not installed By Company.
 - i. Customer will not misuse, move or alter the product(s) covered hereby, nor deface or tamper with any of Aqua Life Water Systems's tags. Customer shall be responsible for day to day care and maintenance of product(s).
 - j. All installations, replacements, and substitutions of parts or accessories with respect to rental product will constitute accessions and will become part of the rental product and will be owned by Company.
 - k. All rented/leased product(s) shall remain the exclusive property of Aqua Life Water Systems.
5. **WARRANTY**
- a. Products Warranty: 12 months
 - b. Labor Warranty: 3 months
6. **INDEMNITY AND LIABILITY**
- a. Lessee assumes all risk and liability for the loss of or damage to the product, for the death of or injury to any person or property, and for all other risks and liabilities arising from the use, condition, possession, or storage of the rental product. Nothing in this agreement will authorize Lessee or any other person to operate any of the property so as to impose any liability or other obligations on Lessor.
 - b. Lessee will indemnify, defend, or hold harmless Company, its agents, and employees from all claims, loss, or damage Lessor may sustain or suffer for any of the following reasons:
 - i. Loss of or damage to any rental product caused by Lessee or third parties on Lessee's premises;
 - ii. Injury to or death of any person including Lessee or third parties on Lessee's premises; or
 - iii. Damage to any property arising from Lessee's use, possession, or storage of any rental product.Lessee will reimburse Company for all expenses, losses, liabilities, and claims of any type, including reasonable attorney's fees, imposed on or incurred by Lessor due to Lessee's use or operation of rental product, or
 - c. Indemnities and Assumptions of risks, liabilities, and obligations by Lessee arising under this Agreement will continue in effect after the termination of this Agreement, regardless of the reason of termination.
7. **Contract Period:** contract period starts from the effective date of first installation.
8. **APPLICABLE LAW:** The laws of the State of California shall govern this Agreement and any disputes relating to the Interpretation, construction or enforcement of this Agreement and Company shall have all rights and remedies afforded by the laws of the State of California. Company's failure to insist, in one or more instances, upon the performance of any term or terms of this Agreement, shall not be construed as a waiver or relinquishment of Customer's right to such performance or the future performance of such term or terms, and Customer's obligations with respect thereto shall continue in full force and effect. Customer hereby agrees to submit to jurisdiction in the State of California, in the County of Los Angeles, in the County of Orange, in the event a dispute arises under this agreement.
9. **ARBITRATION:** Any controversy or claim arising of or relating to the construction or application of any terms, provisions, or conditions of this Agreement shall on the written request of any party hereto served on the other party, be submitted to arbitration and such arbitration shall comply with and be governed first, in accordance with the laws of the State of California, and second, when not in conflict with the laws of the State of California, by the provisions of the American Arbitration Association ("AAA"), as both are applicable to contracts made and performed entirely within the State of California. Such arbitrations shall be binding on the parties. Said location of the arbitration shall be in the State of California at the nearest AAA office to Company's corporate office. Judgment on the award rendered by the arbitrator may be entered in any court in the world having jurisdiction thereof. The successful party in such action shall be entitled to recover from the unsuccessful party, in addition to any other relief to which it may be entitled, reasonable attorney's fees and costs incurred by it in prosecuting or defending such action and any and all collection costs incurred prior to or in connection with such judgment.
10. **OTHER TERMS:** All sales, rental and leases are made pursuant to these terms and conditions and all orders are received with the understanding that they are placed under these terms and conditions. This Agreement sets forth all of the promises, agreements, conditions, and understandings written or oral between parties, superseding any prior or contemporaneous oral or written understandings or agreements. No subsequent alterations, amendments or changes shall be binding upon Company or valid unless reduced to writing and signed by each party.