



Rental Terms and Conditions

Shipping & Handling

A shipping and handling fee will be applied to all orders. This fee covers shipping to you and return shipping to Lion TotalCare®. All orders will be shipped via UPS Ground. An additional fee will be incurred for expedited shipping.

At the completion of the rental period you will return the turnout coat and pant, helmet, boots, and gear bag. The gloves and hood are yours to keep. A return UPS label is included with each rental order for your convenience in returning the rental gear.

Terms and Conditions

1) Ownership of Ensemble and Ensemble Elements

All rented protective ensembles and ensemble elements shall remain the property of Lion TotalCare®. The definition of an ensemble shall include, but not be limited to a turnout coat, turnout pant, helmet with face shield, boots, hood, and gloves used as personal protective equipment (PPE) for fire fighting training purposes.

2) Use of Gear

The Customer represents and agrees that the protective ensemble or ensemble elements will be used at all times only for training purposes at locations directed by the fire training academy or department.

3) Authorization/Responsibility for Credit Card Charges

When you provide credit card information or other payment information to the Company, you represent to the Company that you are the authorized user of the credit card; and, that the credit card account is in good standing and available for transactions. You agree that the Company is authorized to charge the credit card for any costs or charges identified in these terms and conditions at the time such costs or charges are incurred and that no further authorization from you or any other person will be required in order for the Company to do so. The credit card holder is responsible for all costs or charges that are identified in these terms and conditions including but not limited to those charged to the credit card, whether such costs or charges were incurred by the credit cardholder or anyone using the credit card with permission of the cardholder. You agree that the Company is authorized to ship the protective ensemble to an address that is different from the credit card billing address. You agree to promptly notify the Company if the credit card expires or is cancelled for any reason; of any changes to the credit card number, its expiration date, billing address; or, other billing information.

4) Return of Ensemble and Ensemble Elements upon Termination of Agreement

Within ten (10) days of the completion of training, the Customer shall return the rented ensemble (coat, pants, helmet with face shield and/or boots) or ensemble elements to the Company. The rental period selected by the Customer must coincide with the length of the training course. As an option, the Customer may elect to keep the hood and/or gloves.

For each seven (7) day period thereafter, or any part thereof, until the rental ensemble or ensemble elements are returned to the Company, the Customer will be charged an additional



rental amount of Seventy-Five Dollars (\$75.00) for full ensemble or Twenty Dollars (\$20.00) for each individually rented ensemble element. In the event the rental ensemble or elements are not returned in full within thirty (30) days from the end date of the rental period, in addition to the continuing rental charge, the Customer will be charged an amount equal to the full replacement cost of the entire ensemble or individually rented ensemble elements made the subject of this rental agreement.

5) Condition of Ensemble and Ensemble Elements

The Customer agrees to accept the ensemble or ensemble elements in as-is condition. The Company shall not be liable to the Customer for any loss, claim, demand, liability, cost, damage or expense of any kind, caused, or alleged to be caused, directly or indirectly, by the ensemble(s) or ensemble elements, or by any inadequacy thereof. Normal wear and tear is included in the rental cost and includes, but is not limited to, small holes and tears in the coat and/or pant; missing snaps, hooks or suspender buttons; and, minor abrasion damage to the cuffs and knee pads. Minor scratches on the helmet and visor, are also to be considered normal wear and tear. Damage which the Customer shall be responsible for includes, but is not limited to, large holes or tears in the coat or pant; large burned or scorched areas on the coat or pant; cracked helmet shell or face shield; broken helmet face shield; toes of boots worn down to expose the steel cap, loss or destruction of any part of rented ensemble; any paint, decal or sticker applied to the helmet or any part of the rented ensemble that is not easily removable or would cause damage to the helmet and/or ensemble upon removal; any unauthorized alteration to the ensemble; and, any damage caused as a result of improper cleaning or use.

6) Charges and/or Replacement Costs of Ensemble and Ensemble Elements

The Customer acknowledges that protective fire fighting ensembles are costly to replace. The Customer shall take all precautions necessary to prevent any damage outside of normal wear and tear, including but not limited to the destruction, theft or unauthorized alteration to the rented ensemble or elements. In the event of total loss or destruction of the rented ensemble or ensemble elements, the Customer shall be liable for the following replacement costs:

Coat	\$ 720.00
Pant	\$ 470.00
Suspenders	\$ 40.00
Helmet	\$ 170.00
Boots	\$ 130.00
Gear Bag	\$ 45.00
Full Ensemble	\$1575.00
Replacement Gloves	\$ 49.00
Replacement Hood	\$ 25.00
Replacement Face Shield	\$ 40.00

7) Cancellation and/or Early Termination of Rental

Should the Customer not complete the training program for which the ensemble or ensemble elements were rented for any reason, the Customer must call the Company for a Return Authorization Number before returning the rented items. The Customer shall be provided a refund of the rental amount within the following criteria:



- a) If the ensemble or ensemble elements are returned unused prior to the start of the program, the Customer will be refunded the full rental price, minus shipping charges and a \$50.00 cancellation fee. Gloves and hoods must be returned on ensemble rentals for full refund. Refunds take up to 30 days to process.
- b) If less than ½ of the rental period has been used at the time the ensemble or ensemble elements are returned, the Customer will be refunded ½ of the rental price, minus shipping charges and cleaning charges for each rented element. Cleaning charges are:

Coat	\$ 44.50
Pant	\$ 44.50
Helmet	\$ 27.75
Boots	\$ 31.75

Gloves and hoods need not be returned. Refunds take up to 30 days to process.

- c) If more than ½ of the rental period has been used at the time the ensemble or ensemble elements are returned, no refund of the rental price will be provided.
- d) If the ensemble or ensemble elements are returned without a Return Authorization Number, no refund of the rental price will be provided.

8) **Disclaimer**

The Customer acknowledges that the fire fighting training is inherently dangerous. The Customer agrees to thoroughly and carefully read the User Instruction Safety and Training Guide provided with all ensembles and follow all safety protocols and directions from instructors. It is the responsibility of the Customer to care for each ensemble while in his/her possession. The Customer understands that in spite of all precautions, serious injury (including death) may occur from this activity. The Company is not liable for any injuries (including death) arising from the training program.

The Company is not responsible for any damages resulting from the rental or use of all subject rental ensemble and ensemble elements. Except as stated, no express or implied warranties are given. Damages, if any, are limited to the rental cost incurred.