X Original Agreement

___Revised Agreement

Health Management Systems, Corp.

LDX Anazlyzer Rental Agreement

Agreement

Customer

This Rental Agreement (the "Agreement") made this _day of _____, ____ is between _____ _____ ("Customer") and Health Management Systems Corp., at 6913 K. Avenue Suite 304, Plano, TX 75074 ("HMSC").

Terms and Conditions - Under this Agreement, HMSC will rent to Customer the LDX Analyzer(s) listed below for the period of time specified in this agreement. All other items necessary for the operation of the LDX Analyzer(s), including cassettes, will be purchased by Customer from HMSC under a separate agreement. Printers are NOT included with the rental equipment. The rental fee listed below will be billed to customer the day of shipment. Customer is responsible for all freight charges, both outgoing and incoming, associated with this agreement. Payments are to be sent to Health Management Systems Corporation, 6913 K. Avenue, Suite 304, Plano, TX 75074. Customer is responsible for all taxes (other than HMSC income tax) arising as a result of this agreement.

Delinquent Equipment Return - If the specified number of LDX Analyzers are not received by HMSC within three days after the expected return date listed below, HMSC will bill customer $75.00 per LDX for each fifteen day period thereafter until returned. If customer does not return the LDX Analyzers within 90 days after receipt of HMSC's written "Request for Return of Delinquent Equipment Form", HMSC will consider the equipment lost or unrecoverable and bill customer a non-refundable charge of $1,000.00 per LDX unit not returned. If the equipment was shipped to customer in hard cover cases, customer will be responsible for returning the equipment properly packaged in those cases. If the cases are lost, damaged, or not returned, customer will be responsible for replacement cost of the cases.

Equipment Warranty - HMSC warrants that the Equipment will be free from defects in material and workmanship from the date shipped. If the Equipment is proven to be defective, in HMSC's reasonable judgment, customer's exclusive remedy and HMSC's sole obligation will be to repair or replace the Equipment, which is proven to be defective.

Repair or Replacement Cost - HMSC reserves the right to bill the Customer for repairs not covered by the Equipment Warranty or replacement costs that are due upon return for the following reasons: Repair or replacement made necessary due to use of the Equipment for reasons other than the ordinary use for which it was designed. Repair or replacement made necessary because of accident, disaster (which includes, but is not limited to, fire, flood, water, and lightning), packaging neglect/misuse, or alterations made by Customer, its employee(s) or agent(s) (which includes, but is not limited to any deviation from Cholestech physical, mechanical or electrical design).

This Agreement states the complete Agreement between HMSC and Customer regarding the placement of the Equipment Under this Agreement, and replaces any previous understanding, representations or communications, whether oral or written.

Sales Order #:		# of LDX's:	Shipping Address #:
PO #:		Free Periods:	
Ship Date:		Paid Periods:	
Return Date:		Rental Fee Per Period:	
Rental Period:	15 Days	Total Rental Fees:	

Notes:

Customer Signature | Printed Name | Title | Date

To maintain the good working condition of the rental LDX Analyzer(s), customer is responsible for assisting in maintaining the conditions of these rental units while in their possession. The following guidelines should be adhered to at all times: (A) Customer is prohibited from using a permanent marker or writing device to number or label the rental units (B) Customer is required to observe the proper packaging of the units prior to removing the equipment from product carton and re-package the equipment in the same manner when returning to HMSC (C) Customer shall notify HMSC immediately of any damage to or loss of equipment.

LDX Case #'s:

LDX Serial #'s:

Accessory #'s:

Sample Form