



SMART Mobile Replacement Cost Contract

Client understands that the monitoring service requires equipment be given over to the temporary care of the Client. Client understands that Client is responsible for the return in good order and condition of all equipment provided in furtherance of this CONTRACT, reasonable wear and tear alone accepted. Client shall pay for the service purchased where Client’s failure to properly care for equipment prevents proper provision of the service. Client agrees to pay to SMART START such sum as may be necessary to cover all damaged, broken or missing parts of the equipment. **Client further acknowledges and CONTRACT’s that in the event the equipment described in this CONTRACT with SMART START is damaged beyond repair, under section 8. RISK OF LOSS* of their LEASE AGREEMENT/CONTRACT, the recovery cost of the equipment shall be:**

Item	Part Code	Qty	Field Cost
Power Supply	SS939-009-00	1	\$ 15.00
USB Cable	SS939-0010-00	1	\$ 7.50
Carrying Case	SS430-0020-00	1	\$ 33.00
User Manual	SS440-0018-00	1	\$ 4.00
Quick Reference Guide (Eng.)	SS440-0019-00	1	\$ 1.00
Quick Reference Guide (Span.)	SS440-0020-00	1	\$ 1.00

Client further acknowledges these are liquidated damages in the event of any court action.

***#8 RISK OF LOSS (LEASE AGREEMENT):**

Client hereby assumes the entire risk of loss, damage or destruction of service equipment from any and every cause whatsoever during the term of their CONTRACT with SMART START and thereafter until redelivery to SMART START. In the event of loss, damage or destruction of the equipment, Client at their expense (except to the extent of any proceeds of any insurance provided by Client which shall have been received by SMART START as a result of such loss, damage or destruction) shall repair such item, returning it to its previous condition, unless damaged beyond repair whereby the equipment will be replaced by new equipment at the applicable Replacement Cost listed above.

Client Signature _____ Printed Name _____

Dated _____

Witnessed By _____ Printed Name _____

Dated _____