



WESTERN MEDICAL
EQUIPMENT

Equipment Rental Agreement

180 Center St. #5
PO Box 2586 Jackson, WY 83001
Phone 307-200-6222 Toll Free 888-406-2042
Fax 877-468-1214

| | |
|--------------------------------------|-----------------------------------------|
| Patient Information: | |
| Mother's Name _____ | Start Date ____/____/____ #of Days ____ |
| Phone _____ DOB ____/____/____ | Stop Date ____/____/____ |
| Baby's Name _____ DOB ____/____/____ | Extension to _____ # of Days ____ |
| Mailing Address _____ | Extension to _____ # of Days ____ |
| City _____ State _____ Zip _____ | Delivery Comments _____ |
| Physical Address/Delivery _____ | _____ |
| Contact Person _____ | Equipment Serial # _____ |
| Phone _____ Relation _____ | |
| Received by: _____ Date _____ | |

SECTION 1: Product Rental

Rental Charge: Western Medical Equipment, (WME), accepts insurance coverage from, United Health, BCBS, First Choice of the Midwest PPO. We are able to bill most other insurance companies as an out of network provider. In the event your insurance company denies your claim by signing this agreement you agree to covering the cost of this rental.

| | | |
|----------------------------------------------------------------------------------|---------------------------------|------------------------------------|
| <input type="checkbox"/> Infant Pulse Oximeter with Alarm Prepaid | \$300/month = \$ _____ | WME Purchase Price: \$3,350 |
| <input type="checkbox"/> Infant Pulse Oximeter with Alarm Submit to Insurance | \$350/month = \$ _____ | |
| <input type="checkbox"/> Neonatal Sensor | \$25.00 x _____ sensors = _____ | |

SPECIAL PROVISIONS:

- Security Deposit: of \$300.00 will be held.
- Rx Required
- This unit has been prescribed to me by my Physician: _____

_____ Initials I will read the provided operations and instruction sheets before using the machine.

SECTION 2: Agreement to Rent

Customer, the signor, agrees to rent the indicated equipment from Western Medical Equipment, also referred to as WME, and agrees to use the equipment as instructed and shown by WME.

Ownership-Customer acknowledges that WME is and shall remain the owner of the Equipment. Customer will not remove, obliterate or obscure markings, which identify WME as owner of the Equipment

SECTION 3: Terms

The rental term begins the day the equipment is delivered and ends the day the equipment is returned to our store by yourself or via UPS/FedEx. The Return of the rental unit is ultimately your responsibility

Deposit Released Return Date _____ Initials _____

SECTION 4: Payments

Reservations- Customer agrees to pay %20 of applicable rental charges to make a reservation.

Cancellation Policy

- If canceled 8 days prior to our delivery date, a 20% deposit will be held. Other charges will be refunded.
- If canceled 1 week prior to delivery, 2 days or the minimal rental term, whichever is greater, will be charged.

Early Returns - Under no circumstance will customer be granted credit for unused time return of equipment prior to minimum rental term.

Other Costs - Customer agrees to pay WME any delivery/pick-up or assembly/take-down costs as indicated above.

The Customer will keep WME advised of any changes to the Specified Equipment's condition. The Customer will permit WME or its Agent to inspect the Equipment during the term of this agreement at any reasonable time.

Insurance - The customer is to pay all anticipated non-covered charges, deductibles and co-insurance at the time of delivery. It is the customer's responsibility to provide a prescription, letter of medical necessity and any other documents your insurance company requires to cover a claim. It is the customer's responsibility to make sure any claim is paid within 90 days. Please refer to the Financial Policy sheet for details.

SECTION 5: Warranty

WME warrants that each item of equipment will be suitable for normal operation and use at the time of delivery. Range of equipment varies according to terrain, surface and weight of the customer. It is the responsibility of the customer to monitor battery levels AND to ensure sufficient battery charging for travel. WME MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND. EXPRESSED OR IMPLIED, WRITTEN OR ORAL, AS TO ANY MATTERS WHATSOEVER. WME DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

SECTION 6: Risk of Loss of Damage

Risk of Loss - Customer will bear responsibility for all malfunctions, failures, damage to or loss of equipment, except to manufacturing defects and normal wear and tear. In the event of any such damage or loss, Customer will promptly give WME notice thereof and, Customer will elect one of the following options:

(i) Pay to WME an amount equal to the amount shown on page 1 of WME price.

(ii) Request that WME repair or replace the damaged or lost equipment, and pay to WME the cost of such repair or replacement. In such case the rental charges and other obligations of the Customer shall continue during the period of repair or until replacement. If WME is unable to repair or replace the equipment then option **(i)** shall apply.

Test and (or) Repair Charge - If returned equipment appears broken due to misuse, a test and repair charge of \$50.00 may be charged for inspection, testing and minor repairs required to return the Equipment to service. This charge will be payable at the end of this Agreement. If the Equipment cannot be repaired, the customer will be notified and will be responsible for the designated replacement cost of the Equipment.

SECTION 7: Maintenance

Normal Maintenance - WME or its authorized agent will be the exclusive source to maintain the Equipment and will maintain the Equipment in operational condition.

The customer will not open the Equipment electronics or enclosure housing, alter or repair or permit the alteration or repair of the Equipment, or make any attachments thereto, without the prior written approval of WME.

SECTION 8: Limitation of Liability and Indemnity

Limitation of liability - In no event will WME be liable to the Customer for any Incident, indirect or consequential damages however caused, whether by WME's negligence or otherwise. **Indemnity** - The Customer agrees to protect, indemnify and hold harmless WME from and against all claims, damages and costs including legal expenses arising out of the Customer's use of this Equipment.

SECTION 9: General

Severability - In the event that any one or more provisions contained in this Agreement should, for any reason, be held to be unenforceable in any respect under the laws of the state of Wyoming, or the United States, unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such unenforceable provision had not been contained herein.

Controlling Law - All questions concerning the validity, operation, interpretation and construction of this Agreement will be governed by and determined in accordance with the laws of the Wyoming.

AGREED TO By:

_____ Date: _____
Patient Signature

_____ Relationship

_____ Date: _____
Authorized Personal Signature

CREDIT CARD PAYMENT INFORMATION

Western Medical Equipment, LLC accepts Visa, Mastercard, American Express, Discovery credit card payments.

| | |
|---------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| Cardholder Name | |
| Payment For (Customer Name) | |
| Billing Address | _____ _____ |
| Phone | |
| E-mail | <input type="checkbox"/> Send Receipt Here |
| Total Amount | \$ _____ <input type="checkbox"/> Tax Exempt |
| Credit Card Number | _____ <input type="checkbox"/> Visa <input type="checkbox"/> MC <input type="checkbox"/> Amex <input type="checkbox"/> Disc |
| Expiration Date | _____ |
| Security Code | _____ |
| Signature | _____ Card member agrees to pay total in accordance with agreement governing use of such card. |

*Credit card and address information is confidential and will not be used for any other purpose other than is outlined in the Rental Agreement.

*Please Note: declined and returned checks will be subject to a \$30 handling fee.