

TERMS OF RENTAL SALES AGREEMENT

Alick's agrees to provide medical equipment, services and/or supplies to me, the Customer named in this document. In consideration for the provision of these services, I agree to the following:

Inspection: I accept the products/services as described in this document and acknowledge that I have had an opportunity to inspect the equipment, and find it suitable for my needs and in good working condition and understand its proper use. I further acknowledge my duty to inspect the equipment prior to use and to notify the company of any defects.

Ownership: Unless specified expressly as a sale, all rental products described in this document remain the property of Alick's.

Replacement of Malfunctioning Equipment: If the equipment becomes unsafe or in disrepair as a result of normal use, I will discontinue use and notify Alick's who will replace (or repair) the rental equipment with similar equipment in good working order, if available. Alick's is not responsible for any incidental or consequential damages caused by delays or otherwise. If I own the equipment, any repair and/or replacement would be my financial responsibility.

Warranties: Alick's does not extend a warranty of merchantability or fitness either expressed and/or implied. Furthermore, with regard to product(s) or service(s) provided, Alick's makes no warranty that the product or service is suited for my intended use, or that it is free from defects.

Hold Harmless: I will indemnify and hold Alick's harmless from and against any and all claims of loss and/or bodily injuries (including death) resulting from use, operation and possession of said equipment to others and/or myself.

Prohibited Uses: Use of this rental agreement in the following circumstances is prohibited and constitutes a breach of this contract (or an automatic conversion to sale): a) Use for illegal purpose or in an illegal manner b) Use when the equipment is in bad repair or is unsafe c) Improper or unintended use or misuse d) Use at an extended care facility without Alick's permission.

Terms: The term of this agreement shall be continuous beginning with delivery and acceptance of the product/services, and shall continue until the return of the product(s) with all rental payments made and all other obligation fulfilled. In the event that the Customer should expire, all rights are reserved to forward billing of unpaid balances to the estate.

Rental/Payments: The rent for the equipment shall be on a monthly basis from the date of delivery, payable to Alick's. Alick's will make no refunds or reduction in charges for any unused portion of the rental period unless prior arrangements have been made. All charges are based on the time the item is in the customer's possession, **whether in use or not.**

Return of Rental Equipment: The right to possession terminates on the expiration of the prescription period and retention of possession. After this time without a new prescription, constitutes a material breach of this contract. Any extension of this must be mutually agreed upon in writing. A written prescription from the physician will service as an extension. I further agree to return rented goods during Alick's normal business hours upon termination of the prescription period. If not returned in a timely manner, I agree to pay any additional charge assessed by Alick's for each month retained beyond the expiration of the prescription period.

Damaged or Lost Equipment: I will pay for any damages to or loss of products and/or accessories, as an insurer, regardless of cause, except reasonable wear and tear while the goods are out of the possession of Alick's. **Accrued rental charges cannot be applied against the purchase or cost of repair of damaged or lost goods. Equipment damaged beyond repair will be charged at fair market value at the time of rental. The cost of repairs will be borne by me whether performed by Alick's or, at Alick's option, by others.**

Repossession: Upon failure to pay rent or other breach of this contract, Alick's may terminate this contract and take possession of the equipment from wherever the equipment is located. Alick's and its agents shall not be liable for any claims for damage or trespass arising out of the removal of said equipment.

Total Agreement and Jurisdiction: This agreement is the entire agreement between the two parties and supersedes any other discussion or agreements, unless in writing, related to the subject of rental or purchase of goods or services. This agreement is covered and construed in accordance with the laws of the State of Indiana.

Equipment: _____

Patient/Responsible Party – signature

Patient/Responsible Party – please print

Date

Responsible Party's Relationship to Patient