



## 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

<b>Patient Information:</b>  Mother's Name _____ Phone _____ DOB ____/____/____ Baby's Name _____ DOB ____/____/____ Mailing Address _____ City _____ State _____ Zip _____ Physical Address/Delivery _____ _____ Contact Person _____ Phone _____ Relation _____ Received by: _____ Date _____	Start Date ____/____/____ #of Days ____  Stop Date ____/____/____  Extension to _____ # of Days ____ Extension to _____ # of Days ____ Delivery Comments _____ _____ <p style="text-align: center;"><b>Equipment Serial #</b> _____</p>
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### SECTION 1: Product Rental

**Rental Charge:** Western Medical Equipment, (WME) is in-network with BCBS of Wyoming and is contracted with First Choice of the Midwest PPO. We do not require nor can accept payment prior to rental end date for these members. BCBS of WY members must have a pre-authorization letter and prescription at the time of pick up in order to receive the equipment. In the event your insurance company denies your claim by signing this agreement you agree to cover the cost of this rental. All out-of-network members are required to pay in full at the time of pick up.

- Medela Symphony **\$70/ Month Pre Pay Discounted Rate**
- Medela Symphony **\$40/ 14 Day Minimum Pre Pay Discounted Rate**
- Medela Symphony Kit **\$44.95 to purchase**
- Shipping
  - \$45 Round Trip: Anywhere in UT, ID, MT, OR, WA, NV or CA

### All Equipment Rentals Require

- Valid Credit Card Information
- Copy of Driver's License or Photo Identification (or Full Value Security Deposit) \*
- \$500.00 deposit is held for all rentals in the case of lost or damaged equipment.

### Insurance Requires

- Rx  Insurance Card

**Please initial below indicating the agreement to the following terms:**

\_\_\_\_\_ There will be an automatic payment of \$85.00 each month past due, unless the user informs WME of extended rental prior to the rental renewal date in order to secure the prepay rate.

Insurance does not reimburse for shipping. It is you, the patient's, responsibility to cover the cost of shipping. Please be sure to include your credit card information at the end of this form to avoid delay in delivery

<b>Return Date</b>	<b>Initials</b>	<b>Deposit Released</b> <input type="checkbox"/>
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## **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.

## **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.

<b>Cardholder Name</b>	_____
<b>Payment For</b> (Customer Name)	_____
<b>Billing Address</b>	_____ _____
<b>Phone</b>	_____
<b>E-mail</b>	_____ <input type="checkbox"/> Send Receipt Here
<b>Total Amount</b>	\$ _____ <input type="checkbox"/> Tax Exempt
<b>Credit Card Number</b>	_____ <input type="checkbox"/> Visa <input type="checkbox"/> MC <input type="checkbox"/> Amex <input type="checkbox"/> Disc
<b>Expiration Date</b>	_____
<b>Security Code</b>	_____
<b>Signature</b>	_____ 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 \$20 handling fee.