

# RENT/PURCHASE AGREEMENT

Ticket Number \_\_\_\_\_

**NAME/ADDRESS:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**DELIVERY INFORMATION**

Date \_\_\_\_\_ Time \_\_\_\_\_  
 Location \_\_\_\_\_  
 Instructions \_\_\_\_\_  
 \_\_\_\_\_

Phone \_\_\_\_\_  
 Contact Person \_\_\_\_\_  
 Referral \_\_\_\_\_

**DIAGNOSIS** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

SS# \_\_\_\_\_ Medicare # \_\_\_\_\_ Medicaid # \_\_\_\_\_  
 Other Insurance \_\_\_\_\_ PAN \_\_\_\_\_

Qty	Inv Code	Description	Serial #	Rent	Purchase	Allowance	COD Amt

Amount due: \$ \_\_\_\_\_      Paid by: Cash\$ \_\_\_\_\_ Check\$ \_\_\_\_\_ CC\$ \_\_\_\_\_      Balance due \$ \_\_\_\_\_

**Assignment Agreement**

I, the undersigned, request that payment of authorized Medicare, Medicaid or any other insurance benefits be made to me or on my behalf to \_\_\_\_\_ (Company Name) for any services furnished me by that provider. I authorize any holder of medical information about me to release to \_\_\_\_\_ (Company Name) or to the Health Care Financing Administration and its agents any information needed to determine benefits or the benefits payable for related services, or to process claims on my behalf. This authorization is in effect until I choose to revoke it.

**Charges Agreement**

I, the undersigned, do fully understand that I am personally responsible for the rental and purchase charge(s) of the equipment or supplies provided to me until or unless payments are made directly to \_\_\_\_\_ (Company Name) by a third party insurance payor. I also understand that I am responsible for the full amount of the charges if the insurance carrier denies payment for any reason. I agree to reimburse \_\_\_\_\_ (Company Name) for any unmet deductible as well as any co-insurance payment. I understand that commode and bathroom equipment are non-returnable. I, the undersigned, acknowledge that this Delivery Invoice Form is subject to all the terms set forth on the reverse side, which terms are hereby incorporated by reference, and made a part of this agreement between \_\_\_\_\_ (Company Name) and myself. I further acknowledge that I have read and understand all the terms appearing above and on the reverse side and that I have received a complete copy of this Delivery Invoice Form.

\*Please read the back of this form before signing.

\_\_\_\_\_  
 Customer Signature (or Signature of Authorized Caregiver)

\_\_\_\_\_  
 Relationship to Patient

\_\_\_\_\_  
 Delivered by (Signature)

\_\_\_\_\_  
 Delivery Date

## **PATIENT RIGHTS AND RESPONSIBILITIES AGREEMENT**

The Word COMPANY when used in this agreement refers to \_\_\_\_\_ (Company Name). The PATIENT is understood to be the person receiving medical equipment and/or supplies for the Company. Individuals signing for the patient affirm that they are, duly authorized to do so. Once signed, this agreement becomes binding upon the Patient. The Patient agrees to care for, use as instructed, and return the rental equipment in good, clean condition, normal wear and tear excepted, at the end of the rental period. Rental charge will continue, as appropriate, until equipment is picked-up or returned. The Patient agrees to pay for the replacement cost of any equipment damaged, destroyed, or lost. The Patient agrees that TITLE to the rental equipment and all parts shall remain with the Company at all times, unless equipment is purchased and paid for in full. The Patient agrees not to assign POSSESSORY RIGHTS in the rental equipment or allow the use of the rental equipment by anyone other than the Patient. It shall be the responsibility of the Patient to promptly notify the Company if any rental equipment malfunctions, or defects, and allow Company equipment service representative to enter the Patient's premises at all reasonable times to REPAIR, perform regularly scheduled services, relocate equipment, or provide adequate substitute equipment. The Patient and/or caregiver agrees that the Company shall not insure or be responsible to the Patient and/or caregiver for any PERSONAL INJURY OR PROPERTY DAMAGE related to any equipment. The Patient agrees that if they or their respective insurance company(s) fail to make PAYMENT on any rental or purchase equipment within sixty (60) days after it becomes due. Company shall have the right to reacquire all equipment. No merchandise will be accepted for return it worn next to the skin, used for sanitary or hygienic purposes or it is disposable (i.e. oxygen, underpads, or diapers, lancets, enterals, electrodes creams, sprays, gels, etc.) SPECIAL ORDER items may require a deposit and are non-returnable. Company maintains twenty-four (24) hour availability by telephone. Qualified staff is always available to assist with equipment malfunction, or other related EMERGENCIES. Twenty-four hour advance notice is required for routing weekday delivery and services. The Patient retains the right to refuse Company services and/or equipment and assumes full responsibility for any consequence whatsoever relating to REFUSAL of any service ordered and delivered to the Patient by a healthcare professional. It is understood that the TERM OF ALL RENTALS shall repeat on the monthly anniversary date of the original rental date and that no rental of less than a full month shall be charge. **THE PATIENT UNDERSTANDS THAT MEDICARE WILL NOT PAY FOR THE SALE OR RENTAL OF EQUIPMENT WHEN THE PATIENT IS RESIDING IN A SKILLED NURSING FACILITY OR HOSPITAL AND THAT MEDICARE WILL NOT PAY FOR ANY EQUIPMENT THAT IS THE SAME OR SIMILAR TO EQUIPMENT ALREADY PURCHASED/RENTED UNDER MEDICARE.** The patient is responsible for notifying the Company if such circumstances occur and may be responsible for payment on the equipment resulting from the denial of claims for said reason.

## **RENTAL AGREEMENT**

If this is a Delivery Invoice for rental of equipment (as indicated on the front side), the following terms apply: Patient, acknowledges receipt of the equipment described on the front side, and agrees that the title to the equipment shall be with Company, and that this is a transaction for lease only. Patient agrees to protect the equipment from all loss and damages, and remain responsible for it, to release the equipment for pick-up to only to a duly authorized representative of Company, to operate the equipment only in the manner for which it was intended, to refrain from making repairs to the equipment, to notify Company in the event repairs are necessary and to not remove the equipment from the place to which it was delivered without Company's consent and notification. In the event that the Patient changes physicians or insurance or is admitted into a HOSPITAL or NURSING FACILITY, the Patient will notify Company immediately. Patient agrees to promptly pay the stated rental each month (without pro rate) for use of equipment, it being understood that Company will credit the Patient's account for payments received by Company from any medical insurance program or from any third party, provided however, if Company accepts assignments from Patient for purposes of receiving insurance reimbursement directly, Patient agrees to promptly pay all appropriate deductible and co-insurance amounts in connection with use of the equipment. Patient is hereby notified that any equipment/supplies for which a claim or invoice has been processed, filed, and/or paid is returnable only at the discretion of Company and in extraordinary circumstances.

## **SALES AGREEMENT**

If this is a Delivery Invoice for a sale of equipment and/or supplies (as indicated on the front side), the following terms apply: Patient acknowledges receipt of the equipment/supplies described on the front side. Patient agrees to promptly pay the stated price for the equipment/supplies, it being understood that credit will be given to the Patient's account for payments received from any medical insurance program, or from third party, provided however, if Company accepts assignment from Patient for purposes of receiving insurance reimbursement directly, Patient agrees to promptly pay all appropriate deductible and co-insurance amounts. Title to such equipment shall not be transferred from Company until such time as Company receives the total price as indicated on the front side. The Patient is hereby notified that no purchase equipment for which a claim or bill has been processed, filed, or paid will be accepted for return unless at the discretion on management and in extraordinary circumstances.

## **DISCLAIMER OF WARRANTIES/USE OF EQUIPMENT AND SUPPLIES**

Patient has been informed and agrees that Company is not a manufacturer of the equipment, and therefore makes no warranties, expressed or implied with respect to the equipment/supplies delivered hereunder. All danger, risk, and economic loss associated with purpose and use of the equipment/supplies delivered hereunder are expressly assumed by the Patient who does hereby release and discharge Company from any claims arising therefrom. Patient agrees to indemnify and hold Company harmless from and against any claims, whatsoever, which may be brought by any person whomsoever, arising from the rental, delivery or use of said equipment. This equipment should be used according to your physician's prescription, and in accordance with the manufacturer specifications that may restrict or prohibit operation or use of the equipment/supplies ties without further training.