

Terms and Conditions

Ballad Health Medical Equipment, Inc. (hereinafter referred to as "Ballad HME") and the Undersigned, agree to be bound by the following terms and conditions, which terms and conditions are part of this Agreement:

1. BALLAD HME AGREES TO: (a) furnish the Equipment described herein in good working order; (b) make all reasonable repairs and adjustments so as to maintain the Equipment as required by normal wear and tear at no additional or separate charge; (c) provide reasonable quantities of any necessary non-sterile disposal supplies for use with the Equipment; (d) repair or replace rental Equipment if necessitated by normal wear and tear within a reasonable time after receipt of notice at its office that the Equipment is not operating properly.

2. THE UNDERSIGNED HEREBY AGREES: (a) to pay all charges when due, both for rent on the Equipment as well as other necessary charges for any liquefied or compressed gasses delivered; (b) To pay Ballad HME for any damage or other loss caused Ballad HME or to the Equipment by fire, theft, negligence, breakage or any other cause, normal wear and tear accepted, while the Equipment is in the possession of the user, wherever that may be; (c) that the Equipment (or the right to possess same) is the property of Ballad HME, that the undersigned shall have no right, title or interest therein except as expressly set forth in this Agreement, and to make it available for inspection at any reasonable time by Ballad HME (d) not to remove the Equipment from the address contained herein without prior written approval from Ballad HME (except as required for the normal use of portable equipment); (e) not allow anyone other than the person for whom the Equipment is prescribed to use it; (f) to be responsible for payment of all charges for electricity required to operate the Equipment; (g) that the undersigned understands that Medicare and other insurance coverage requires supervision of a physician with the respect to the use of the Equipment and may make it necessary to have the usage of the Equipment reviewed by the prescribing physician periodically; (h) TO IMMEDIATELY NOTIFY BALLAD HME IF THE USER OF THE EQUIPMENT CHANGES PHYSICIANS, ENTERS A HOSPITAL, NURSING HOME OR OTHER INSTITUTION, WHETHER ON A TEMPORARY OR PERMANENT BASIS, OR CHANGES COVERAGE WITH RESPECT TO MEDICARE, MEDICAID, BLUE CROSS AND BLUE SHIELD OR ANY OTHER PRIVATE OR GOVERNMENT-SPONSORED PLAN PROVIDING MEDICAL BENEFITS; (i) to peacefully surrender or return all Equipment including cylinders, accessories, and instruction materials, to Ballad HME upon termination of this Agreement; (j) to indemnify and hold harmless Ballad HME, its agents and employees, from and against all claims, damages, losses, and expenses, including court costs and attorney fees, arising out of or resulting from the delivery, usage or repair or in any other way related to the utilization of the Equipment.

3. The Equipment and the service and delivery thereof by Ballad HME are subject to and contingent upon strikes, accidents, delays of carriers, acts of God or other causes or conditions beyond the control of Ballad HME and Ballad HME shall not be liable for any damages caused by the loss of use of the Equipment due to such delays or due to the failure of the Equipment.

4. BALLAD HME DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, RELATING TO THE USE OF THE EQUIPMENT AND SALES OF THE SUPPLIES AS CONTEMPLATED BY THIS AGREEMENT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR A PARTICULAR PURPOSE. The provisions of any warranty available to Ballad HME by the manufacturer of the Equipment and supplies shall be the Undersigned's sole and exclusive remedy.

5. All rental charges are payable monthly in advance or by assignment Medicare and /or other insurance benefits. The purchase or rental rates as stated in this Agreement are subject to reasonable change without notice. The user or the Undersigned will be responsible for the payment of any charges that become due terms and conditions of this Agreement including, without limitation, any amounts APPLIED TO THE ANNUAL DEDUCTIBLE OR CO-INSURANCE features of any government or private insurance plan.

6. Rental charges start on delivery of the Equipment and continue until notification of the termination of this Agreement is received by Ballad HME. Possession of the equipment for any part of a rental month constitutes an obligation to pay a full month's rental charge. A MINIMUM OF ONE MONTH'S RENT AND THE COST OF ANY LIQUIFIED OR COMPRESSED GAS DELIVERED SHALL BE DUE AND PAYABLE IF DELIVERY IS COMPLETED. NO RENTAL CHARGES MAY BE APPLIED TO THE PURCHASE PRICE OF THE EQUIPMENT. The Undersigned agrees to pay a late charge of 1 1/2% per month of the unpaid balance (minimum \$.50 per month) plus the cost of collection, including court costs and a reasonable attorney's fee, if any of the indebtedness due under this Agreement is not paid by the 28th day of each month or upon default under the terms hereof.

7. No exception to the terms and condition of this Agreement shall be effective except those made in writing by an officer of Ballad HME and no conditions of this Agreement may be waived except in writing by an of Ballad HME.

8. In the event of default by the Undersigned, whether such default be by non-payment of rent or failure to perform any of the other terms and provisions of this Agreement, then, in addition to any other remedies available at law to Ballad HME, Ballad HME shall have the right to immediately repossess the Equipment without notice to or demand on the Undersigned and re-lease the same free from any contrary claims by the Undersigned.