

Complimentary Loan OR Funded Rental Agreement

The Talk To Me Technologies Complimentary Loan or Funded Rental Program enables an individual to trial one of our products for a specified time, designated below, to determine if the device suits their needs before making the decision to purchase the product. The program is open to private individuals, families, schools, clinics and governmental agencies. You must agree to the Talk To Me Technologies terms and conditions in order to participate in the Complimentary Loan or Funded Rental Program.

Client (person receiving the equipment) Last Name:		First Name:			
Address:	City:		State:	Zip:	
Email:	Phone:				
Guardian/POA Name:		Relationship to client:			
Same as client	Address:	City:			
State:	Zip:	Phone:	Email:		
Shipping Destination:	Same as client above	Same as Guardian/POA above	Clinic	Other (add details below)	
*Delivery tickets for funded rentals must be signed by client or Guardian/POA within one week of delivery.					
Name of Business, if applicable:		Attn:			
Address:	City:		State:	Zip:	
SLP Name(s):	Phone:				
Name of Clinic:					
Address:	City:		State:	Zip:	
Email Address(es):					
Notes:					

Type of Use	Complimentary Loan		Funded Rental		
Device					
Accessories					
Vocabulary/Communication Software Name					
Length (in weeks)	1	2	3	4	Other

- ____ INITIAL HERE I understand that the device and/or equipment is only available for the time period stated above. Any extension beyond the agreed upon period will result in a weekly/monthly fee.
- ____ INITIAL HERE I understand that this agreement cannot be extended during the waiting period of receiving a purchased device.
- ____ INITIAL HERE I understand that the coverage of a funded rental or purchased device may be affected if I am receiving in home or facility based hospice care, skilled nursing or hospital based care.

Terms and Conditions

The Complimentary Loan and Funded Rental Program is only available to those individuals who have completed and signed a valid Complimentary Loan or Funded Rental agreement. To be valid, contact information for the individual assuming responsibility (i.e. Guardian, POA or client) of this contract must be provided above.

The maximum loan/rental period is specified above on this agreement. Someone must be available to sign for the equipment to be delivered. If no one is available, it will be returned to Talk To Me Technologies.

The loan/rental period will begin the first business day after the equipment's delivery at the shipping destination and will end on the date to be provided on the paperwork sent with the equipment. The individual responsible for this contract agrees to ship the equipment back to Talk To Me Technologies, in the original packaging, the first business day following the loan/rental's end date.

A late fee will be charged for all equipment that arrives at Talk To Me Technologies more than one week after the specified ship date. A minimum charge of \$250 is applicable on all late returns. My signature below indicates that I will be responsible for said payments and will make prompt reimbursement within 30 days of notification by Talk To Me Technologies for all charges.

All ancillary equipment, instruction and training materials provided as part of the total loan/rental package must be returned with the augmentative communication device. Failure to do so will result in an additional charge at the item's list price to the individual responsible for this contract and its terms and conditions.

The individual assuming responsibility for this contract is liable for any repair or replacement costs incurred as a result of abuse, neglect, loss or theft of the equipment during the complimentary loan or funded rental period.

I understand that by signing this agreement, I authorize provision of products and/or services by Talk To Me Technologies, LLC. I also understand that the products and services provided are recommended by the client's Speech Language Pathologist and that it is necessary to remain under the supervision of said Speech Language Pathologist during the course of this complimentary loan or funded rental.

Talk To Me Technologies hereby warrants to the client only that each item of equipment, when shipped, will be in good operating condition. Client's damages for any breach by Talk To Me Technologies of such warranty with respect to an item of equipment shall be limited to the direct damages caused by a defective operating condition, which could not reasonably have been discovered by the responsible party after the delivery of such item, but in no event shall exceed the total fees paid by the responsible party for such item. The foregoing warranty and damages for breach thereof are the exclusive warranty and damages and are in lieu of any oral representation and all other warranties and damages, whether expressed, implied or statutory.

Talk To Me Technologies shall, at its expense, provide routine maintenance for all equipment and shall endeavor to repair or replace any item of equipment, which is found to be defective during the complimentary loan or funded rental period. In the event an item of equipment does not operate properly, the responsible party shall notify Talk To Me Technologies immediately and request instructions before taking any remedial action or before returning it to Talk To Me Technologies.

- 1. I have read and understand the above terms and conditions of the Talk To Me Technologies' Complimentary Loan or Funded Rental Program.**
- 2. I have read and understand the End User License Agreement and will not share software relative to that agreement.**
- 3. I understand that I am responsible for any repair or replacement costs related to damage, loss, or theft of the equipment during the complimentary loan or funded rental period.**
- 4. I understand that this equipment must be returned at the end of the complimentary loan or funded rental period or I will be charged a late fee of \$250 per week.**
- 5. I intend for this document to be legally binding whether transmitted electronically, via fax or through the United States Postal Service.**
- 6. Acceptance of Services.**
 - I have read and understand the Customer Information, Customer Complaints, Customer Rights and Responsibilities (See separate pages).
 - I have read and understand the HIPAA Privacy Notice and Medicare Supplier Standards (See separate pages).
 - I have read and understand the Nondiscrimination and Accessibility Requirements (See separate pages).

My signature indicates I am assuming responsibility for the equipment to be provided and my acknowledgement of my receipt and review of all information included in the Welcome Packet (See separate pages).

Client's First Name:	Client's Last Name:
Client/Guardian/POA Name (Printed Name of Signer):	Relationship to Client:
SIGNATURE	DATE