

In the language below, the person/entity whose name appears on the form within the "Customer" field shall be referred to as "Customer" & Hometown Healthcare Inc. shall be referred to as "Company". For the purposes of this agreement, the "beneficiary" is any individual who has current Major Medical/DME (Durable Medical Equipment) insurance coverage, and therefore is also the Customer.

General Transaction Agreement - For all transactions of equipment/supplies the following terms apply:

- 1) Customer agrees to use equipment only in the manner in which it was intended and prescribed by the physician and not used for any other purpose or by any other person.
 - 2) The Customer has been informed and agrees that Company is not manufacturer of the equipment, and is not responsible for the adequacy of the same nor any defects in the equipment or which may appear from the use and maintenance thereof.
 - 3) Company gives no warranty, expressed or implied, as to condition or quality of any equipment received by Customer.
 - 4) Customer is responsible for full payment of all rental/sale charges within 30 days of the date of invoice. Company will credit Customer's account for all payments received directly from any third party insurance program. Customer remains responsible for accounts not paid, including appropriate deductibles and co-insurances.
 - 5) Company has not prescribed the equipment, and makes no representations with regard to the suitability of the equipment for any specific purpose of the customer, and assumes no liability for any warranties whatsoever, expressed or implied. Customer agrees to accept whatever warranties offered by manufacturer of the equipment in lieu of any warranties of Company.
 - 6) The Customer irrevocably agrees to indemnify and save Company harmless from and against claims whatsoever which may be brought by any persons whomsoever arising from rental/sale, delivery and use of said equipment.
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Rental Agreement - If transaction is for rental of equipment/supplies the following terms apply:

- 1) The Customer acknowledges receipt of equipment described, on the service dates indicated, and agrees that title to the equipment shall at all times be and remain with Company (Lessor); that this is a transaction of a lease only; that equipment is accepted in it's "as is" condition (having been inspected by the undersigned [face side] upon delivery).
 - 2) Customer agrees; to protect the equipment from all loss, damage, and misuse and remain financially responsible for it, to release the equipment for pick-up only to a duly authorized representative of Company; to use equipment only in the manner in which it was intended and prescribed by the physician and not used for any other purpose or by any other person, to refrain from making any repairs to the equipment but notifying Company in the event repairs are necessary.
 - 3) Equipment will be rented on a monthly basis only and will not be pro-rated. Rental starts from the date of delivery and will be billed, in advance, on that date for all subsequent rental months. No rental payments will be applied to purchase. Rental period will end upon pick-up of equipment.
 - 4) Rental charges include repair/replacement of equipment if determined by a Company representative that it has malfunctioned.
 - 5) **PICK-UP PROCESS:** Customer agrees to notify Company when equipment is no longer medically necessary and return it in the same condition as delivered, less normal wear from usage. Customer also agrees to inform Company in the event Customer is admitted to any Hospital or Nursing Home for any period of time while renting equipment from Company. The pick-up can be scheduled by calling (518)500-0000. Pick-up's will be scheduled during normal business hours.
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Sale Agreement - If transaction is for sale of equipment/supplies the following terms apply:

- 1) The Customer acknowledges receipt of equipment described, on the service date indicated, and agrees that title to the equipment shall remain with Company until the Company has received full payment of charges including any deductible or co-insurance; that equipment is accepted in it's "as is" condition (having been inspected by the undersigned [face side] upon delivery).
 - 2) **RETURN POLICY:** Exchanges and returns must be made within 30 days of delivery date for a full refund (see restrictions below). The responsibility of any item physically being returned to Company lies with the Customer.
 - a. **RETURN RESTRICTIONS:** a) Any Medication b) Special Orders c) AirMini CPAP d) SoClean
 - b. **EXCEPTIONS:** Exceptions to this policy are made at the discretion of the company on a case by case basis
 - 3) **SERVICE, REPAIR, & REPLACEMENT POLICY:** In the event of breakdown or malfunction, the item could be repaired at no charge, if under warranty and pending details of warranty. If service, repair, replacement requires Company to send a service technician to the home then Company will charge Customer an initial service charge of \$85 to cover the cost of assessment of breakdown/malfunction. An additional labor charge will be billed at \$85/hour in increments no less than (1) half-hour at a time (half hour labor rate is \$45).
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Assignment of Benefits, Medical Release Authorization, Beneficiary Agreement, & Rx Med. Agreement

ASSIGNMENT OF BENEFITS - The Beneficiary agrees to assign to the Company any and all insurance benefits otherwise payable to beneficiary for service rendered, equipment, supplies or prescription medications provided; to immediately forward any benefits or checks otherwise sent directly to Company to Company's address on face side (top left); To be responsible for all insurance Co-Payment amounts within 30 days of patient invoice date. Should it become necessary to turn Beneficiary's account over to a collection agency, beneficiary assumes full responsibility for all legal and collection expenses incurred.

MEDICAL RELEASE - Beneficiary does hereby authorize Company to release or obtain any medical information, about Beneficiary, which may have a bearing on providing/providing rental or purchase of medical equipment, supplies or prescription medications either by Company or another healthcare provider or law office/court pending the following information is given: Customer Name, DOB & Address. Beneficiary understands and acknowledges that Company is not guaranteed of payment by the beneficiary's insurance company; that the Beneficiary is fully aware and knowledgeable of his/her insurance policy(s) and that of any other party from which the beneficiary may receive benefits; that all applicable insurance policies covering beneficiary are effective and include Major Medical/Durable Medical Equipment; and to know respective coverage amount(s). Beneficiary is fully responsible for any & all costs not covered by insurance.

CUSTOMER/BENEFICIARY AGREEMENT - A copy of the above terms and conditions are on file. Customer/Beneficiary signature, or the signature of any party taking responsibility for delivery on behalf of the Customer/Beneficiary indicates full understanding, compliance, and responsibility with this entire agreement; this includes granting permission to Company to use a copy of this entire agreement in place of the original.