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MEDICAL EQUIPMENT RENTAL AGREEMENT

General: The patient/responsible party hereby agrees to rent the medical equipment described on the Medical Equipment Rental Invoice pursuant to the terms and conditions in this Medical Equipment Rental Agreement. When used in this Medical Equipment Rental Agreement "you" refers to the patient/responsible party named on the Medical Equipment Rental Invoice and "us" refers to C.R. Pharmacy Services, Inc. d/b/a CarePro Home Medical.

Rental Fees: You are required to pay us the total monthly rent specified on the Medical Equipment Rental Invoice during the rental period. A surcharge will be applied to each dishonored check, draft or order.

Use and Condition of Medical Equipment: You agree to use the medical equipment described on the Medical Equipment Rental Invoice only for its intended purpose. You agree to follow any and all instructions or directions provided by us or the manufacturer with respect to the use of the equipment. You agree to immediately discontinue use of any equipment that is unsafe or in disrepair. If the equipment is less than full quality, you may return the equipment to us and we will provide you with replacement equipment. If the equipment is inappropriate for your medical condition, you may return the equipment to us and we will provide you with replacement equipment. You should understand that your use of replacement equipment may require you to pay increased rental fees. You have the right to rent or purchase inexpensive or routinely purchased durable medical equipment.

Repair and Maintenance of Equipment: If the equipment is damaged during your rental period, you should promptly return the equipment to us for repair. We will perform all required maintenance, repair or replacement resulting from ordinary wear and tear at no cost to you. We will honor all applicable manufacturers' warranties and all warranties available under applicable state law. Except for repairs and maintenance resulting from ordinary wear and tear or those covered by applicable warranty, you will be responsible to pay us the cost of any and all repairs to or maintenance of the equipment.

Warranty: Except for any applicable manufacturer's warranty and any warranty required under applicable state law, WE MAKE NO AND HEREBY DISCLAIM ANY WARRANTIES WITH REGARD TO THE EQUIPMENT, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Return of Equipment/Purchase Option: If you have a purchase option with respect to the equipment, the purchase option price is set forth on the Medical Equipment Rental Invoice. If you have a purchase option with respect to the equipment you may pay us the full purchase option price (plus all rent) and retain the equipment following termination of the rental period. If you do not have a purchase option, or you do not wish to exercise your purchase option, you will promptly return the equipment to us following termination of the rental period. If you return equipment to us upon termination of the rental period, the equipment must be in a condition that makes the equipment immediately available for use by another patient/client, ordinary wear and tear and warranty items excepted. You will be charged for the cost of any required cleaning, repair, maintenance or replacement of the equipment, ordinary wear and tear and warranty excepted. If you do not promptly return the equipment upon termination of the rental period, you will be charged another month's rental for each month beyond termination of rental period. If you do not return the equipment within 30 days after termination of the rental period, you will be required to pay greater of the purchase price option (if applicable) or the then current fair market value of the equipment, which amount will be in addition to all rent due to us.

Responsibility and Indemnity: You assume full responsibility for the equipment (including loss or damage, but excluding ordinary wear and tear and warranty items) during the rental period and until such time thereafter as you have returned the equipment to us. You agree to pay for any and all damages to the equipment during the rental period, ordinary wear and tear and warranty items excepted. You agree to save, hold harmless and indemnify us against any and all liability, claims, and losses or damages whatsoever (including attorneys' fees) resulting from your use or possession of the equipment.

Ownership of Equipment: We will remain the owner of all equipment until such time as you have fully satisfied your obligations to us, including your obligation to pay rent and other amounts due hereunder, and have paid to us the applicable purchase option price or fair market value (whichever may be applicable).

Assignment: You may not assign, sell or transfer this medical equipment rental agreement, your right to use or purchase the equipment or any other right hereunder to any person without our prior written consent.

Default: If you fail to pay any amount within 30 days after the date that such amount is due or breach any other provision of this Medical Equipment Rental Agreement, you will be in default. If you default, we may repossess the equipment and require you to be charged another month's rental for each month beyond termination of rental period. If you default and we determine that the equipment is not in a condition that makes the equipment immediately available for use by another patient/client, ordinary wear and tear and warranty excepted, we may refuse to take possession of the equipment and charge you all rent due, plus the purchase option price or the then current fair market value of the equipment (whichever is applicable). In addition, we may exercise any other remedies available at law or in equity. You agree to pay all cost and expense incurred by us as a result of your default, including all cost and expense incurred in connection with our collection efforts or repossession of the equipment. You agree to pay interest on all past due amounts at a rate of 1.5%.

Notwithstanding anything contained herein to the contrary, if this Medical Equipment Rental Agreement is subject to the Iowa Consumer Credit Code, we will provide you written notice of your default hereunder, which notice shall be set forth the nature of your breach and the actions required to remedy such breach and you shall have 20 days from the date of such notice to cure such default; *provided, however*, that such written notice and right to cure will only be provided to you for your first default during any 12 month period. If you do not cure such default within the 20 day cure period, or if you default under this Medical Equipment Rental Agreement more than 1 time during any 12 month period, we will immediately exercise our rights hereunder.

Contact: You agree that we may contact you or your representative by telephone, mail or in person to discuss any matters affecting this Medical Equipment Rental Agreement.

Applicable Law: Any claim related to this Medical Equipment Rental Agreement will be governed by Iowa law. If you are an Iowa resident, all disputes between you and us will be adjudicated in the State or Federal Court located in the county in which you reside. If you are not an Iowa resident, all disputes between you and us will be adjudicated in the State or Federal Court located in Cedar Rapids, Linn County, Iowa. You and us, each hereby consent to venue in such courts and waive any right to a trial by jury.