Equipment Rental Agreement

THIS EQUIPMENT RENTAL AGREEMENT dated this _____ day of _______________, 20___

Between

AXG Sleep Diagnostics LLC of 9727 Elk Grove Florin Rd. Suite 160, Elk Grove, California, 95624

(the “Lessor”)

OF THE FIRST PART

- and-

____________________________ of _______________________________________________
,____________________________,_____________________,_____________________

(“the Lessee”)

OF THE SECOND PART

(the Lessor and Lessee are collectively the “Parties”)

IN CONSIDERATION of the mutual covenants and promises in this Agreement, the sufficiency of which
the Parties acknowledge, the Lessor leases the Equipment to the Lessee, and the Lessee leases the
Equipment from the Lessor on the following terms:

Definitions

1. The following definitions are used but not otherwise defined in this Agreement:
   a. “Casualty Value” means the market value of the Equipment at the end of the Term or when
      in relation to a Total Loss, the market value the Equipment would have had at the end of the
      Term but for the Total Loss. The Casualty Value may be less than but will not be more than
      the original purchase price of the Equipment.
   b. “Equipment” means Philips Respironics Alice PDx Home Sleep Diagnostics Equipment with
      ExG and ECG yokes and holder ($4000), 2 Blue ProTech Respiratory belts with data wires
      ($500 each), disposable electrodes, and a Flex SpO2 Pulse Oximeter ($300).
   c. “Total Loss” means any loss or damage that is not repairable or that would cost more to
      repair than the market value of the Equipment.

2. Lease
   The Lessor agrees to lease the Equipment to the Lessee, and the Lessee agrees to lease the
   Equipment from the Lessor in accordance with the terms set out in this Agreement.
Term
3. The Lease commences on the first day Equipment is received and will be for a term of 24 hours (the “Term”).

4. Lessee understands that failure to use the equipment during the specified term does not change any the terms of this agreement.

Rent and Deposit
5. The rent for the Equipment will be Amount Paid (the “Rent”) and the Rent will be paid prior to the Lessee taking possession of the Equipment.

6. The Lessee will provide credit card information (the “Deposit”) before taking possession of the Equipment. The Lessor will destroy the Deposit at the end of the Term provided that the Lessee has performed all of the Lessee’s obligations under this Agreement.

Use of Equipment
7. The Lessee will use the Equipment in a good and careful manner and will comply with all of the manufacturer’s requirements and recommendations respecting the Equipment and with any applicable law, whether local, state or federal respecting the use of the Equipment, including, but not limited to, environmental and copyright law.

8. The Lessee will use the Equipment for the purpose for which it was designed and not for any other purpose.

9. Unless the Lessee obtains the prior written consent of the Lessor, the Lessee will not alter, modify or attach anything to the Equipment unless the alteration, modification or attachment is easily removable without damaging the functional capabilities or economic value of the Equipment.

10. Lessee will not use Equipment without a valid physicians order for the Home Sleep Diagnostics Rental Service Agreement. Lessee will not smoke while in the presence of Equipment. Lessee will not use the equipment near water. Lessee will keep Equipment away from children and pets.

11. Use of Equipment includes manual scoring by a RPSGT and report interpretation by a Board Certified Sleep Specialist.

Warranty
12. Lessor represents Equipment will be in good working order on delivery. Lessor represents Equipment is of merchantable quality and fit for its purpose of comprehensive home sleep diagnostic testing.
13. Lessee understands that Lessor can make no guarantee as to the quality of the home sleep diagnostics testing as it is an unattended service. Detailed instructions and video are provided.

**Loss and Damage to Equipment**

14. Lessee is responsible for loss or damage to the Equipment. If Equipment is totally lost or damaged beyond repair, Lessee will pay for the entire cost of replacement.

**Return of Equipment**

15. When the lease ends, Lessee will return Equipment to Lessor at the following address using the same protective packaging Equipment was delivered in and using the enclosed return label:

   AXG Sleep Diagnostics LLC  
   9727 Elk Grove Florin Rd.  Suite 160  
   Elk Grove, CA  95624

**Default Period**

16. Failure to return Equipment by the specified period will result in a charge of $100 per day. After the 7th day you will be charged for the full value of the Equipment. If not paid within 48 hours, the account will be sent to collections.

**Refund Policy**

17. Full refunds are granted prior to Equipment being sent out. Once Equipment has shipped to lessee, refunds are no longer granted. A cancellation fee of $250 will be charged once Equipment is dispensed.

Further, I understand that by signing below that:

- I am receiving this equipment for the purpose of conducting a Home Sleep Study as ordered by my physician.

- I am responsible for the return of the device within one (1) day of receipt.

- I understand I will may be charged a $100 per day late fee.

- I understand I will be charged $6,000.00 if the device is not returned within seven (7) days of my receipt.
• I understand that if the device is to be sent to me, it will be sent with “Signature Required”. I will ensure that someone of legal age will be available to accept delivery on the scheduled date.

• I agree to pay a $500 cancellation fee if, once equipment has been dispensed to me, I refuse to perform the Home Sleep Test as ordered by my physician, or refuse to accept delivery.
  
  • I understand that further testing may be required on the orders of my physician.

  By signing below, I understand and fully agree with these terms and conditions.

________________________  _______  ______________________
Patient Signature          Date               Printed Name