

Merc Health

Medical Equipment Rental Company

Specializing in GameReady COLD/Compression Therapy Unit Rentals For Knee - Hip - Shoulder Surgeries and Replacements

Game Ready Rental Agreement 2011 Maples Pl Highlands Ranch, CO 80129 Phone 303-898-6300 Fax 267-851-8749

Patient Information:				
Name		Start Date / #of Days		
	DOB//			
Mailing Address				
City	State Zip	Extension to # of Days		
Physical Address/Delivery		Extension to # of Days		
		Delivery Comments		
Contact Person				
Phone	Relation			
Received by:	Date	Game Ready - Equipment Serial #		
☐ Right ☐ Left / ☐ Knee ☐ Articulated Knee ☐ Shoulder ☐ Elbow ☐ Wrist ☐ Ankle ☐ Hip ☐ Back				
Game Ready	\$199 for First Week \$150 for Each Additional Week	Purchase Price: \$4,545		
☐ Additional Wrap	\$45/week	Purchase Price: \$655		
☐ Dual connecting hose	\$25/week	Purchase Price: \$795		
☐ Battery Pack	\$40/week	Purchase Price: \$650		
Delivery Contact Email: MercHealthLLC@icloud.com Delivery Contact Phone: 303-898-6300		Pickup Contact Email: MercHealthLLC@icloud.com Pickup Contact Phone: 303-898-6300		
Equipment Rentals Require Valid Credit Card Information Copy of Driver's License or Photo Identification (or Full Value Security Deposit) * Deposit \$1,000.00		Special Provisions Received and Reviewed Instructions		

SECTION 2: Agreement to Rent

Customer, the signor, agrees to rent the indicated equipment from Merc Health, and agrees to use the equipment as instructed and shown by Merc Health.

Ownership-Customer acknowledges that Merc Health is and shall remain the owner of the Equipment. Customer will not remove, obliterate or obscure markings, which identify Merc Health as owner of the Equipment

SECTION 3: Terms

The rental term begins the day the equipment is delivered, typically Saturdays, and ends the day the equipment is returned, typically Sundays. Merc Health will arrange and coordinate both the Delivery and Pickup Date and Time with Customer.

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Deposit Released Return Date Initials	Deposit Released Return Date Initials

SECTION 4: Payments

Reservations- Customer agrees to pay %20 of applicable rental charges to make a reservation.

Cancellation Policy

- > If canceled 8 days prior to our delivery date, a 20% deposit will be held. Other charges will be refunded.
- If canceled 1 week prior to delivery, 2 days or the minimal rental term, whichever is greater, will be charged.

Early Returns - Under no circumstance will customer be granted credit for return of equipment prior to minimum rental term.

Unused Equipment - Rental equipment is charged based upon time out and not usage.

Other Costs - Customer agrees to pay Merc Health any delivery/pick-up or assembly/take-down costs as indicated above.

The Customer will keep Merc Health advised of any changes to the Specified Equipment's condition. The Customer will permit Merc Health or its Agent to inspect the Equipment during the term of this agreement at any reasonable time.

Insurance - The customer is to pay all anticipated non-covered charges, deductibles and co-insurance at the time of delivery. It is the customer's responsibility to provide a prescription, letter of medical necessity and any other documents your insurance company requires to cover a claim. It is the customer's responsibility to make sure any claim is paid within 90 days. Please refer to the Financial Policy sheet for details.

SECTION 5: Warranty

Merc Health warrants that each item of equipment will be suitable for normal operation and use at the time of delivery. Range of equipment varies according to terrain, surface and weight of the customer. It is the responsibility of the customer to monitor battery levels AND to ensure sufficient battery charging for travel. Merc Health MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND. EXPRESSED OR IMPLIED, WRITTEN OR ORAL, AS TO ANY MATTERS WHATSOEVER. MERC HEALTH DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

SECTION 6: Risk of Loss of Damage

Risk of Loss - Customer will bear responsibility for all malfunctions, failures, damage to or loss of equipment, except to manufacturing defects and normal wear and tear. In the event of any such damage or loss, Customer will promptly give Merc Health notice thereof and, Customer will elect one of the following options:

- (i) Pay to Merc Health an amount equal to the amount shown on page 1 of Merc Health price.
- (ii) Request that Merc Health repair or replace the damaged or lost equipment, and pay to Merc Health the cost of such repair or replacement. In such case the rental charges and other obligations of the Customer shall continue during the period of repair or until replacement. If Merc Health is unable to repair or replace the equipment then option (i) shall apply.

Test and (or) Repair Charge - If returned equipment appears broken due to misuse, a test and repair charge of \$50.00 may be charged for inspection, testing and minor repairs required to return the Equipment to service. This charge will be payable at the end of this Agreement. If the Equipment cannot be repaired, the customer will be notified and will be responsible for the designated replacement cost of the Equipment.

SECTION 7: Maintenance

Normal Maintenance - Merc Health or its authorized agent will be the exclusive source to maintain the Equipment and will maintain the Equipment in operational condition.

The customer will not open the Equipment electronics or enclosure housing, alter or repair or permit the alteration or repair of the Equipment, or make any attachments thereto, without the prior written approval of Merc Health.

SECTION 8: Limitation of Liability and Indemnity

Limitation of liability - In no event will Merc Health be liable to the Customer for any Incident, indirect or consequential damages however caused, whether by Merc Health's negligence or otherwise. Indemnity - The Customer agrees to protect, indemnify and hold harmless Merc Health from and against all claims, damages and costs including legal expenses arising out of the Customer's use of this Equipment.

SECTION 9: General

Severability - In the event that any one or more provisions contained in this Agreement should, for any reason, be held to be unenforceable in any respect under the laws of the state of Colorado, or the United States, unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such unenforceable provision had not been contained herein.

Controlling Law - All questions concerning the validity, operation, interpretation and construction of this Agreement will be governed by and determined in accordance with the laws of the Colorado.

AGREED TO By:		
	Date:	
Patient Signature		
Authorized Personal Representative Name (Printed)	Relationship	
	Date:	
Authorized Personal Signature		

CREDIT CARD PAYMENT INFORMATION

Merc Health accepts Visa, Mastercard, American Express, Discovery credit card payments.

Cardholder Name	
Payment For (Customer Name)	
Billing Address	
Phone	
E-mail	Send Receipt Here
Total Amount	\$ Tax Exempt
Credit Card Number	Visa
Expiration Date	
Security Code	
Signature	Card member agrees to pay total in accordance with agreement governing use of such card.

^{*}Credit card and address information is confidential and will not be used for any other purpose other than is outlined in the Rental Agreement. *Please Note: declined and returned payments will be subject to a \$75 handling fee.