



Vitality Medical, Inc.
7910 South 3500 East Ste. C
Salt Lake City, UT 84121
Phone: 800-397-5899
Fax: 801-733-5797

Vitality Medical Rental Agreement and Patient Intake Form

Today's Date: _____

Patient Information:

First Name: _____ MI: _____ Last Name: _____

Date of Birth: ____/____/____

Cell Phone: _____ Fax: _____

Shipping Address: _____

City/State/Zip: _____

E-Mail: _____

Responsible Party/Emergency Contact Information

Responsible Party Name: _____

Cell Phone: _____

Emergency Contact (Must be different than Responsible Party): _____

Emergency Contact Cell Phone: _____

Physician Information

We cannot ship your order until we receive a **valid O2 prescription** for the rental.
Please have your physician fax the O2 prescription to (801) 733-5797 Attn: "O2 RX Department."

Physician's Name: _____ Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Patient's Diagnosis: _____

Liter Flow: _____

Rental Information

Number of Weeks: (circle one): **1** **2** **3** **4**

Rental Start Date: (this is typically one day before departure) _____ / _____ /2014

Rental End Date: (this is typically two days after your return) _____ / _____ /2014

(Note: The day we receive the unit back in our office is the Rental End Date)

Equipment Selection:

Select Concentrator Model (check one):

_____ **Inogen G3** Portable Oxygen Concentrator Concentrator Bundle with AC Adapter, DC Adapter, 7 Foot Cannula, Carry Bag **Item# IS-300-NA-16** (replacement cost \$2695)

\$275.00 per week with 2 batteries – Each additional battery adds \$50 to rental total.

Select Options (check one battery bundle):

- _____ With **2 Batteries** (\$275 per week)
- _____ With **3 Batteries** (\$275 per week + \$50 to rental total)
- _____ With **4 Batteries** (\$275 per week + \$100 to rental total)
- _____ With **5 Batteries** (\$275 per week + \$150 to rental total)
- _____ Add **O2 Starter Kit** (Add \$30 to rental total)

_____ **Eclipse 3** Portable Oxygen Concentrator with Cart, AC/DC Adapter, 7 Foot Cannula, 25 Foot Tubing, Connector, Accessory Bag, Desktop Charger, Travel Case **Item#5900T** (replacement cost:\$3050)

\$275.00 per week with 3 batteries – Each additional battery adds \$50 to rental total.

Select Options (check one battery bundle):

- _____ With **3 Batteries** (\$275 per week)
- _____ With **4 Batteries** (\$275 per week + \$50 to rental total)
- _____ With **5 Batteries** (\$275 per week + \$100 to rental total)
- _____ Add **O2 Starter Kit** (Add \$30 to rental total)

_____ **SimplyGo** Portable Oxygen Concentrator with Carrying Case, Mobile Cart, DC Power Cord, AC Power Cord, Accessory Case **Item# 1068987** (replacement cost \$4095)

\$275.00 per week with 1 battery – Each additional battery adds \$50 to rental total.

Select Options (check one battery bundle):

- _____ With **1 Battery** (\$275 per week)
- _____ With **2 Batteries** (\$275 per week + \$50 to rental total)
- _____ With **3 Batteries** (\$275 per week + \$100 to rental total)
- _____ With **4 Batteries** (\$275 per week + \$150 to rental total)
- _____ With **5 Batteries** (\$275 per week + \$200 to rental total)
- _____ Add **O2 Starter Kit** (Add \$30 to rental total)

_____ **FreeStyle 3** Concentrator with Internal Rechargeable Lithium Ion Battery, Shoulder Strap, Accessory Bag, Carry Case, Universal Power Supply, AC Power Cord and AC Power Cord. **Item# FREESTYLE3** (replacement cost \$2850)

\$275.00 per week - This concentrator comes with one internal battery.

Select Options:

- _____ Add **O2 Starter Kit** (Add \$30 to rental total)

_____ **Focus** Portable Concentrator with AC/DC Power Adapter, Shoulder Strap, Carry Case, Battery Case **Item# AS078-1** (replacement cost \$2850)

\$275.00 per week with 2 batteries – Each additional battery adds \$50 to rental total.

Select Options (check one battery bundle):

- _____ With **2 Batteries** (\$275 per week)
- _____ With **3 Batteries** (\$275 per week + \$50 to rental total)
- _____ With **4 Batteries** (\$275 per week + \$100 to rental total)
- _____ With **5 Batteries** (\$275 per week + \$150 to rental total)
- _____ Add **O2 Starter Kit** (Add \$30 to rental total)

_____ **FreeStyle 5** Concentrator with Internal Rechargeable Lithium Ion Battery, Shoulder Strap, Accessory Bag, Carry Case, Universal Power Supply, AC Power Cord and AC Power Cord. **Item# FREESTYLE5** (replacement cost \$2850)

\$275.00 per week - This concentrator comes with one internal battery.

Select Options:

- _____ Add **O2 Starter Kit** (Add \$30 to rental total)

_____ **Sequal Integra 10** Liter Home Oxygen Concentrator and User manual **Item# 9620EZ** (replacement cost \$1215)

\$75.00 per week for this unit.

Select Options:

- _____ Add **O2 Starter Kit** (Add \$30 to rental total)

_____ **EverFlo Q** Oxygen Concentrator with OPI (Oxygen Percentage Indicator) and User Manual **Item# 1020014** (replacement cost \$2045)

\$50.00 per week for this unit.

Select Options:

- _____ Add **O2 Starter Kit** (Add \$30 to rental total)

Calculate your rental total

(You can also use our website to do this.)

Line 1 _____ (rental cost per week) **x** _____ (# of weeks) = _____

Line 2 _____ (# of **additional** batteries) **x** \$50 = _____

Line 3 Add \$30 for O2 Starter Kit. If no starter kit, add \$0. _____

Total: Add lines 1 through 3 _____

Shipping Information:

Shipping charges:

Shipping charges to the customer are covered by the total rental charges. In other words, we ship the concentrator rental bundle to you for free.

Customers are responsible for return shipping costs of the concentrator rental bundle.

Other Information:

You must submit the airline Physician's Statement or, if not flying, a prescription from your doctor before we ship.

We do not bill any insurers, including Medicare and Medicaid. You can submit your own claim to the insurance if you choose.

If you cancel the shipment after it has shipped, you are responsible for return of the unit.

All efforts to ensure delivery will be made, but delivery service is not guaranteed.

Credit Card Authorization Form:

Customer Name: _____

Card Holder Name: _____

I, _____, hereby authorize Vitality Medical to charge my credit card for the amounts invoiced for rental of Oxygen Equipment.

Amount to Charge \$ _____

AMERICAN EXPRESS / DISCOVER / VISA / MasterCard

Credit Card Number:

Expiration Date: ____ / ____ SEC Code: _____

Credit Card Billing Address:

Street: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Email: _____

Cardholder's Signature & Date:

Signature: _____ Date: _____

This authorization form helps us to protect you from credit card fraud. Vitality Medical will keep all information entered on this form confidential.

Credit Card Charge Protocols:

When your order is placed, we will immediately charge your credit card for the rental total. This reserves your rental unit until it is shipped out at the beginning of the rental period.

After we receive your signed and completed Rental Agreement, and before your rental concentrator is shipped, we will place a hold on your credit card for the total price of the concentrator. This hold *does not* actually capture funds. It merely assures us that we would be able to charge the card for the total amount of the concentrator in the event that the concentrator is not returned to us or is returned to us in unusable condition. After we receive the concentrator and other rental bundle items back from you in acceptable condition, we remove the reserve from the card.

Rental Agreement:

Agreement to Rent

Vitality Medical agrees to rent to Customer ("Customer" is defined as both the payer and the user of the equipment, if not the same). Customer agrees to rent from Vitality Medical the Oxygen Concentrator package, hereafter designated Equipment, as described above, and except as otherwise provided herein, will continue to rent said Equipment until the end of the Effective Dates of Rental. The Customer agrees to use the equipment as directed by Vitality Medical.

Shipping Charge(s)

Shipping charges of Equipment to Shipping Address specified by Customer are covered in the rental charges of the rental period.

Customer is responsible for return shipping charges of Equipment back to Vitality Medical office.

If the Customer cancels the rental while Equipment is in transit, the Customer is still responsible for the unit and all shipping charges involved.

Terms

The terms of this Agreement begin on the Effective Date as shown on this contract, and except as otherwise provided herein, will continue until the equipment is returned to Vitality Medical as noted in the terms of the effective date and return grace period.

Rental period begins when the Customer receives the Equipment at Shipping Address and ends when Vitality Medical receives the Equipment back in our office. Due to the nature of FedEx or UPS and the remote dispatching, the pick up of your rental unit is ultimately the responsibility of the Customer. Vitality Medical reserves the right to ship Equipment to the Customer at any point before the rental start date once rental agreement is submitted.

The Customer is responsible for replacement costs of damaged, missing or permanently stained rental equipment.

Cancellation Policy

If canceled one (1) week prior to our ship date, money returned in full minus \$50 processing fee.

If canceled less than one (1) day prior to our shipment, money returned minus \$100 processing fee.

If canceled after shipped, full rental charges apply.

Replacement Part Cost

If an item other than the O2 is damaged or missing, Vitality Medical will charge the customer actual replacement cost for the item.

Payments

Customer agrees to pay applicable rental charges and any other applicable fees IN ADVANCE prior to shipment. A reserve (hold) is not a charge, and Customer agrees to the acquisition of this reserve by signing this agreement. The Customer will return the Equipment at the end of the Rental Effective Date and will pay an equivalent daily rental rate based on the applicable rental rates for any time after the Effective Date.

Limitation of Liability and Indemnity: Limitation of Liability

In no event will Vitality Medical be liable to the Customer for any Incident, damages or injury, indirect or consequential, however caused, whether by negligence or otherwise relating to renting or using any medical equipment.

The Customer agrees to protect, indemnify and hold harmless Vitality Medical from and Against all claims, damages and costs, including legal expenses arising out of Customer's use of the equipment.

By signing this form Customer agrees to have been instructed on how to use the equipment and take full responsibility for the proper use and care of the equipment during the rental period so that it is returned in the same condition as when received.

Customer takes full responsibility for any and all damages and therefore repairs costs and late fees that may arise should the product be damaged during my rental period.

The Customer agrees to protect, indemnify and hold harmless Vitality Medical from and against all claims, damages and costs, including legal expenses arising out of the Customer's use of this Equipment.

Security Deposit Reserve

A reserve against the Customer's credit card will be made as stated above on or before the effective Date. This reserve will be maintained by Vitality Medical and will be applied against any default of Customer in payment of rent or for damage or loss of the Equipment or other payment due to Vitality Medical which is chargeable to the Customer. Upon termination of this Agreement, and after final charges are paid in full, the reserve will be released from the credit card. Currently, Vitality Medical charges \$3,000.00 in security deposit reserve.

Test and Repair Charge

If returned equipment appears broken due to misuse, a test and repair charge of \$100.00 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.

Taxes and Fees

Customer will either pay directly for any taxes or governmental fees such as use, property, excise, customs duty or other taxes, license fees, assessments, permits or commissioning and registration fees relating to the shipment, activation and rental of the Equipment.

Equipment Inspection

Customer shall be responsible for obtaining any license, permit or permission from any governmental or regulatory agency which may be necessary for or imposed upon the operation of the equipment. The Customer will exercise due care in and will permit only qualified personnel to use and operate the Equipment, and such use and operation shall be only according to written instructions provided by Vitality Medical. Customer will not use or operate the Equipment in any illegal manner or for any illegal purpose nor in violation of any law ordinance or regulation.

Warranty

Vitality Medical warrants that each item of equipment will be suitable for normal operation and use at the time of delivery.

Customer will bear responsibility for all malfunctions, failures, damage to or loss of equipment, except for manufacturing defects and normal wear and tear covered.

If damage or loss occurs, Customer will pay an amount equal to the Stipulated Equipment Value or fraction thereof for the damaged or lost equipment. In such case, the rental charges and other obligations of the Customer shall continue until the payment is made. After payment is made, this Agreement will terminate as to the Equipment involved.

Default

If Customer fails to perform any obligation when due under this Agreement, or otherwise defaults, Vitality Medical has the right to terminate this Agreement forthwith by notice to the Customer. Upon such termination, (i) the balance of the Gross Rental Amount will be due and payable immediately and, (ii) Vitality Medical has the right, at its option, to take possession of and remove the Equipment from service immediately. Any other damages or amount chargeable to the Customer shall be immediately due upon such termination. If the Equipment is not immediately recoverable, the Customer will immediately forfeit the Stipulated Equipment Value.

Assignment

The Customer shall not reassign this agreement and/or the rights and obligations created hereunder.

Early Returns

Under no circumstance will customer be granted credit for unused time or early return of equipment as it pertains to the effective date of rental.

The parties agree to perform all acts and execute all supplementary instruments or documents which

Billing Terms

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Concentrator Travel Tips:

FAA battery requirements dictate that you have 150% of battery time for your flight time.

The shipping case must be checked as a piece of luggage on a one-way transit.

Do Not call your POC a “tank” or “tank of oxygen”.

You are responsible for traveling with a sufficient supply of batteries to last the journey, per your oxygen requirements, including the duration of the flight, all ground time (before and after flight and during connections) and for unexpected delays.

Most rental units also have a car adaptor and wall power cord that can power the device. All devices can use international power up to 240v, but you will need the physical plug adapter.

You must notify the airline that a Portable Oxygen Concentrator (POC) unit will be used in flight