



**BATTERY RENTAL AGREEMENT COMPLETE 4 ALL PAGES**

**Rental Start** - Requested date for delivery to customer: \_\_\_\_\_/\_\_\_\_\_/2010  
 (This date is typically at least **1 full day prior** to your flight departure)

**Rental End** - Date unit will be returned to OxygenToGo®: \_\_\_\_\_/\_\_\_\_\_/2010  
 (This date is typically **2 days** after you return or arrive to your destination and given FedEx unit.)

**\$40.00 PER BATTERY PER WEEK.**  
 \*Shipping to and from is additional and always billed to the customer.

**Total batteries needed:** \_\_\_\_\_

**Total number of rental weeks:** \_\_\_\_\_ (Rounded up to the next week taken from the dates noted above - 7 days per week.)

**Device requested: (check one) INOGEN - - SEQUAL - - EVERGO - - UNKNOWN**

                

- **Shipping Charges** – All shipping charges to and from the customer are billed to that customer.
- **OxygenToGo®** does not bill any insurers including Medicare or Medicaid. An invoice will be provided upon request.
- **Do NOT** give our equipment to any other oxygen supplier. FedEx or OxygenToGo® only.
- You **MUST** open that container immediately upon delivery and check the batteries for correct operation.
- After faxing please wait 10 minutes then call OxygenToGo® to confirm we have received your fax.
- If you cancel the shipment after it has shipped you are responsible for return if FedEx still delivers to you.

**Hotel/Hospital/Business Name (if residence leave line blank):** \_\_\_\_\_

**Patient** First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cell: \_\_\_\_\_

Shipping Address: \_\_\_\_\_ E-Mail: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Is Rental a One-Way (Yes/No)?** \_\_\_\_\_ \*If Yes, write the pickup Address, City, State, Zip, Phone of destination below -

**Destination Contact Person (if any):** \_\_\_\_\_ **Company Name (if any):** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_

**Zip:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Note: The shipping case must be checked as a piece of luggage on a one-way transit.**

Name on Card: _____	<i>(Staff Use Only)</i> <i>Rental Charge:</i>	
Billing Address: _____	<i>Add'l Item Charge:</i>	
City/State/Zip: _____	<i>Shipping Charge:</i>	
Phone Number: _____	<i>Return Charge:</i>	
Credit Card: (circle one) Visa / Master Card / American Express / Discover		
Card No: _____	<b><u>RENT RATE GIVEN</u></b>	
Expiration Date: _____	<i>Total Charges:</i>	
CVC Code: (the last 3 digits on the signature strip or 4 the front of an Amex)	<i>Charges to card: (For each lost battery)</i>	<b>\$350.00 each</b>

# Oxygen To Go®, LLC

Phone 1.877.946.6436

Fax 1.866.903.9709

555 Deer Dr #205, POB 8880, Jackson, WY 83002

www.OXYGENTOGO.com

## SECTION 1: Standard Rental

### Rental Charge(s)

1 <sup>st</sup> week	\$40.00 plus shipping
Following weeks	\$40.00 each week

If additional equipment or accessories are provided or selected by customer, customer will pay additional rental charges as noted later in Section 1.

### Stipulated Equipment Value of Standard Rental Equipment: \$350 per battery

## SECTION 2: Agreement to Rent

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

### Shipping Charge(s)

OxygenToGo® will bill your credit card with the actual shipping costs when we ship the rental kit to the patient. OxygenToGo® will also bill customer for return shipping charges upon return of unit. If you ship via another carrier or another FedEx air bill number, you must call OxygenToGo® before to notify us of the changes.

**Note:** If you cancel the rental while in transit with FedEx the customer is it still may deliver to you or patient. If so, you can either refuse it or, if it was delivered before you can refuse it, you need to call OxygenToGo® to ensure correct return of the rental device.

**Note:** If you or anyone in your party cancel the rental shipment while in transit to you via FedEx or any other carrier you understand and take full responsibility that the shipment may still be delivered to you at the addressed noted on the Patient Intake. OxygenToGo cannot control the fact that FedEx or others vendors may fail to stop the shipment post tender to carrier. It is best to cancel the rental prior to departure.

## SECTION 3: Terms

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

**Note:** Rental period begins when you receive the device at your home and ends when OxygenToGo® receive the device back in our office. And due to the nature of FedEx or UPS, and the remote dispatching, the pick up of your rental unit is ultimately your responsibility.

### Cancellation Policy

- If canceled one (1) week prior to our ship date, money returned in full.
- If canceled less than one (1) day prior to our shipment, half of money returned.
- If canceled after shipped, full rental and shipping charges apply.

## SECTION 4: Payments

**Rental Charges** - Customer agrees to pay applicable rental charges and any other applicable fees IN ADVANCE prior to shipment to customer designated shipping address. A reserve 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. Until OxygenToGo® receives the Equipment in good condition, the Customer shall remain bound by the obligations of this Agreement.

**Other Costs** - In addition to the applicable equipment rental charge and delivery charge, the customer also agrees to be charged for any additional equipment selected above and for shipping. The Customer agrees to pay OxygenToGo® any shipping costs for delivery of the Equipment to the Customer (as indicated above), and the Customer will pay for shipping costs for return of the Equipment to OxygenToGo®'s designated location. The Shipping charges noted above are for shipment to our home location in Jackson, Wyoming, USA. Additional charges apply for shipping to other locations at renter's request. OxygenToGo® utilizes FEDEX or UPS for all rental shipments. If the customer returns the equipment via USPS, they will be assessed a \$50.00 charge due to difficulty in recovery.

**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 OxygenToGo® 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 OxygenToGo® 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 OxygenToGo® charges \$330 per battery in security deposit reserve.

**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.

**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.

## SECTION 5: Equipment Use

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

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## SECTION 6: Warranty

OxygenToGo® warrants that each item of equipment will be suitable for normal operation and use at the time of delivery. OxygenToGo® MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, AS TO ANY MATTERS WHATSOEVER. OxygenToGo® DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

## SECTION 7: Ownership and Security Interests

**Ownership**-Customer acknowledges that OxygenToGo® is and shall remain the owner of the Equipment until title is conveyed to the Customer by an attached separate sale agreement. Customer will protect OxygenToGo® ownership rights against claims, liens and other encumbrances by Customer's creditors or other claimants against Customer. Customer will not remove, obliterate or obscure markings, which identify OxygenToGo® as owner of the Equipment.

**Security Interest** - Customer will execute and deliver to OxygenToGo® documents and forms, which are reasonably necessary or desirable to protect OxygenToGo®s ownership and interest in the Equipment, including finance statements under the Uniform Commercial Code.

## SECTION 8: Insurance and Risk of Loss

**Insurance** - OxygenToGo® does not insure the equipment during the period it is rented to the customer. The customer may elect to obtain, at higher expense, insurance covering the Equipment during the term of the rental. Optional Insurance coverage excludes loss due to shipping error or loss due to confiscation of Equipment by foreign government officials or by acts of terrorism. OxygenToGo® reserves the right to refuse insurance coverage in the event the equipment would be transported to a "high risk" area. An example of a "high risk" area would be transporting Equipment to Cuba.

**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 covered under Section 9. In the event of any such damage or loss, Customer will promptly give OxygenToGo® notice thereof and, Customer will elect one of the following options:

- (i) Pay to OxygenToGo® 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; or
- (ii) Request that OxygenToGo® repair or replace the damaged or lost equipment, and pay to OxygenToGo® 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 OxygenToGo® is unable to repair or replace the equipment then option (i) shall apply.

In any case the amount to be paid to OxygenToGo® shall be reduced by any applicable insurance proceeds paid to OxygenToGo® pursuant to Section 9.1 of this Agreement.

## SECTION 9: Maintenance

**Normal Maintenance** - OxygenToGo® or its authorized agent will be the exclusive source to maintain the Equipment and will maintain the Equipment in operational condition. Customer will deliver the Equipment to OxygenToGo® or its agent for maintenance and Customer will pay all costs for shipment to OxygenToGo® or its agent and shall be liable for any loss or damage during transportation. OxygenToGo® or its agent will return the Equipment to the Customer and shall be liable for any loss or damage during transportation. When available, and requested by the Customer, a replacement unit may be shipped to the customers location, in which case Customer will pay for the transportation and labor costs of OxygenToGo® or its authorized agent's in accordance with the standard rates in effect. Such maintenance will be provided without charge to Customer to malfunctions and failures due to manufacturing defects. Maintenance required for other malfunctions. And failure or damage such as caused by improper power source, abuse, accident, improper operation or abnormal conditions of operation is covered under Section 8. If the equipment is used overseas and consistent power supply is not available. Customer provided auxiliary power generator should be considered.

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 OxygenToGo®.

## SECTION 10: Limitation of Liability and Indemnity

**Limitation of liability** - In no event will OxygenToGo® be liable to the Customer for any Incident, indirect or consequential damages however caused, whether by OxygenToGo®s negligence or otherwise.

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

## SECTION 11: Default

If Customer fails to perform any obligation when due under this Agreement, or otherwise defaults, OxygenToGo® 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) OxygenToGo® 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.

## SECTION 12: Assignment

The Customer shall not reassign this agreement and the rights and obligations created hereunder without the prior written consent of OxygenToGo®.

## SECTION 13: Notices

All notices and other communications required or permitted to be given under this Agreement will be in writing and will be effective when delivered personally, when sent by confirmed fax, US Mail or certified courier addressed to the parties at their respective addresses set forth in this document, unless by such notice a different person or address shall have been designated.

## SECTION 14: General

**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.

**Export Regulations** -The Customer will not divert export or re-export the Equipment to any country contrary to U. S. export laws.

**Excusable Delays** - If OxygenToGo®s performance of any obligation hereunder is delayed due to reasons beyond OxygenToGo®s reasonable control including acts of God, the time for performance of such obligation will be postponed for a period equal to the number of days of such delay. In no event will OxygenToGo® be liable for any damages resulting from any delay in the delivery of any Equipment or any delay in the performance of any maintenance.

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**Previous Agreements** - This Agreement supersedes all prior and contemporaneous agreements and representations made with respect to the same subject matter, and is the entire Agreement between the parties.

**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 Wyoming, 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 Wyoming.

**Headings** - The headings and titles to the section and paragraphs of this Agreement are inserted for convenience only and will not be deemed a part hereof or affecting the construction or interpretation of any provisions hereof.

**Counterparts** - This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy hereof.

**Further Assurances** - The parties agree to perform all acts and execute all supplementary instruments or documents, which may be necessary or desirable to carry out the provisions of this Agreement.

**SECTION 15: Billing Terms**

OxygenToGo® will charge your credit card for the expected rental period to confirm your reservation. OxygenToGo® will bill your credit card again with the actual shipping costs when we send it out to you. OxygenToGo® will also bill customer for return shipping charges upon return of unit.

AGREED TO BY:

\_\_\_\_\_ Date: \_\_\_\_\_

Customer Signature

\_\_\_\_\_

Customer Name Printed

\_\_\_\_\_

Customer Phone (used to contact if partial fax is received.)

~AGREED TO BY CREDIT CARDHOLDER (if not patient):

\_\_\_\_\_ Date: \_\_\_\_\_

Cardholder Signature

**ALL pages must be signed and/or initialed and returned to OxygenToGo®.**

**EXAMPLE - Calculating rental weeks.**

<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>
	Sent paperwork to OxygenToGo®			Rent start - day of delivery	Flight departs 0830 a.m.	At disney world
At disney	Drive to Charleston	Stay in Charleston	Drive with family to D.C.	Stay in D.C.	Stay in D.C.	Stay in D.C.
Flight departs 10:58 p.m	Arrive 06:00 a.m.	Ship back to OxygenToGo				

The above example would be a two (2) week rental. An OxygenToGo® Team member can assist, if needed.

<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>