

LABEL

This agreement is between _____ (The Patient) and Austin Regional Clinic (ARC).

Terms and Conditions of Equipment Loan

1. Austin Regional Clinic will lend the equipment to the patient on the terms and conditions of this agreement.
2. The equipment shall be loaned from _____ until _____ between 7:00am and 5:00pm. **A \$25.00 per day late fee will be assessed for each additional day the unit is not returned to the clinic. (Unless previously spoken with ARC representative on another day that would work best.)**
3. The equipment loan period may be extended by mutual consent of both parties.
4. No variation or amendment of this agreement will be effective unless it is made in writing and approved by Austin Regional Clinic.

Collection and Delivery of Equipment

The patient must arrange a mutually convenient time to collect the equipment from Austin Regional Clinic and subsequently return the equipment to Austin Regional Clinic by the date stated above.

Title and Risk

1. Title and all rights to the equipment shall always remain with Austin Regional Clinic. The patient acknowledges that they have no right, title, or property in the equipment.
2. Austin Regional Clinic will have the equipment checked to ensure it is fit for purpose prior to collection.
3. Risk of any **loss or damage to the equipment will become the responsibility of the patient upon it leaving Austin Regional Clinic's possession** and shall not revert to Austin Regional Clinic until the equipment is returned to Austin Regional Clinic.

Owner Obligations

1. Provide the patient with operating and training instructions as appropriate.
2. Provide the necessary additional take home information (printed material) about the correct use of the equipment.

Patient Obligations

The patient borrowing the equipment agrees that during the loan period they shall:

1. Keep the equipment in their possession and control and ensure that it is secure against loss, damage, and theft.
2. Operate the equipment in accordance with any operating instructions issued for it and for the purpose it was designed.
3. Keep the equipment in good working order.

Lost or Damaged Equipment

In the event of the equipment being lost or damaged the patient agrees to pay the replacement cost (**\$2,400.00 for blue sleep monitor, and \$75 blue pulse ox, as well as \$20.00 for the black SleepView bag**) to Austin Regional Clinic.

Device Serial Number: _____

Patient has been given the SleepView Device, Supplies and Carrying Case including:

- SleepView Device, Pulse Ox Soft, Sensor Testing Supplies

Date equipment is dispensed to patient: _____

I have been instructed and understand proper use of the device. I have also been made aware and understand the late return terms.

Printed Patient Name: _____ Signature: _____

Date equipment is returned to Austin Regional Clinic: _____

Austin Regional Clinic Staff Signature: _____