

# Neuro Rehab Recovery Medical Device Home Loan Agreement

## Description:

This agreement describes the terms and conditions for a contract between you (\_\_\_\_\_) and Neuro Rehab Recovery Inc (NRR).

This agreement allows you to use the PACE XL medical device in your home for ~~two~~ week(s) for \$250.00. The NRR Team will be responsible for keeping the equipment in good working order.

You should read this document to make sure you understand what your obligations will be and ask any questions where you do not understand prior to signing the contract. You or a Nominated Representative will be asked to sign on the last page to confirm that you fully understand and agree to the terms of the contract.

A Nominated Representative or Parent/Guardian will be used where the Client lacks mental capacity or is a child under age 18 to enter into a contract.

Where the Client is a resident in a care home (either nursing or residential or respite care) or the medical device is provided for use at a medical facility a senior staff member may sign this agreement.

## BACKGROUND

- A. The NRR Clinical team can provide the medical device to Clients in their homes if the Client meets the necessary inclusion criteria, does not have any contraindication to the device and provides a prescription for the device from their physician.
- B. NRR has agreed to loan the medical device (listed in Schedule 1) to the Client on the terms and conditions set out below.
- C. NRR is always the legal owner of the medical device.
- D. NRR agrees to install, program and maintain the medical device where it is required.
- E. The Client agrees to take reasonable care of the medical device as indicated in the patient instruction for use manual provided to the Client.
- F. The Client agrees to allow NRR to maintain the medical device as required.
- G. This agreement sets out the terms and conditions for the Loan of the medical device ("**Agreement**").

**This Agreement is made between:**

**Neuro Rehab Recovery Inc.:**

Address: Neuro Rehab Recovery Inc. 100 Pierce St., Unit 609, Clearwater, FL 33756. Email address: [customerservice@neurorehabrecovery.com](mailto:customerservice@neurorehabrecovery.com) Phone: 1-866-476-6897

**AND**

**Name ("Client"):** \_\_\_\_\_

Address:

\_\_\_\_\_  
\_\_\_\_\_

Email address: \_\_\_\_\_ Phone: \_\_\_\_\_

**OR**

**Name ("Parent, Guardian or Nominated Representative"):**

\_\_\_\_\_

Address:

\_\_\_\_\_  
\_\_\_\_\_

Email address: \_\_\_\_\_ Phone: \_\_\_\_\_

## IT IS AGREED as follows:

### 1. Use of the Equipment

- 1.1. NRR will loan the medical device listed in Schedule 1 (the “**medical device**”) to the Client.
- 1.2. The Client will only use the medical device for the purpose it is intended in the instruction for use manual, and not for any other purpose.
- 1.3. The medical device is intended to assist the Client in their day-to-day activities in their home for a specified reason EES for Foot Drop. The Client must not rely solely on the medical device to remedy, assist or solve their personal health or personal safety needs. It is the Client’s responsibility to ensure they have alternative support if the medical device is unavailable for use for any period.
- 1.4. NRR will be responsible for the maintenance of the medical device to be used for its intended purpose.
- 1.5. It is the Client’s responsibility to notify NRR if the medical device breaks or malfunctions and is unable to be repaired.
- 1.6. The Client will not allow the medical device to be used by any person, other than the Client.
- 1.7. The Client will use and care for the medical device in accordance with the training and instructions given by NRR and the instruction for use manual.
- 1.8. The Client will not modify or alter the medical device in any way.
- 1.9. The Client will not deliberately damage the medical device in any way.

### 2. Duration

- 2.1. Subject to the Client complying with the obligations under this Agreement, NRR agrees to loan the medical device for as long as:
  - 2.1.1. The Client has the need (indication) for the purpose which it was provided; and does not have any contraindications and provides a physician prescription for the medical device.

### 3. Payment

- 3.1. The medical device is loaned to the Client for \$ 250.00 for 2 week(s).

### 4. Ownership and Return of the Equipment

- 4.1. The equipment shall always remain the property of NRR.

- 4.2. The Client, or their representatives, will grant the NRR (or their agents) permission and the necessary access to recover the medical equipment at the end of the Term or in the event this Agreement is terminated.
- 4.3. NRR will use reasonable endeavors to recover the medical device within 1 week of being notified that the medical device is no longer required, or the end of the Agreement however terminated.
- 4.4. NRR (or their agents) will use reasonable endeavors to make good any damage caused by the recovery of the Equipment.

**5. Installation, Maintenance and Repair**

- 5.1. The Client will contact NRR using the details on page 1 of this agreement and report if the medical device becomes damaged or develops a fault.
- 5.2. NRR may use agents (external contractors) to install, program, maintain and repair the medical device. The Client’s contact details and information about the required installation will be passed on to these agents for the purposes of carrying out this work. Agents are bound by confidentiality contracts prohibiting them from sharing this personal data.
- 5.3. NRR, or their agents, will install, program, maintain and repair the medical device to the required safety standards as agreed in the maintenance schedule of the medical device.
- 5.4. The Client, or their representatives, will grant NRR (and their agents) permission and the necessary access to install, program, maintain and/or repair the medical device.
- 5.5. NRR will contact the Client using the details on page 1 of this agreement to make arrangements for installation, program, repair and/or service visits.
- 5.6. Provided the medical device has not been deliberately damaged by the Client, NRR will replace the medical device if it cannot be repaired.
- 5.7. NRR reserves the right to recover the cost of repair or replacement from the Client if NRR determines that the medical device has been lost, sold, disposed of, or damaged (deliberate or otherwise) by the Client.

**6. Recovery Payment**

- 6.1. NRR may seek to recover loss or damage to the medical device valued at \$2,500.00\_\_\_\_\_.
- 6.2. Client agrees to provide payment for loss via credit card number:

Card Number: \_\_\_\_\_ Expiration: \_\_\_\_\_  
CVV: \_\_\_\_\_ Zip Code: \_\_\_\_\_

## **7. Limitation of Liability**

7.1. Nothing in this Agreement limits or excludes either party's liability for:

- 7.1.1. Death or personal injury.
- 7.1.2. Any fraud or for any sort of liability that, by law, cannot be limited or excluded; or
- 7.1.3. Any loss or damage caused by a deliberate breach of this Agreement

7.2. Subject to clause 9.1, the Client agrees to indemnify NRR from and against all liability and expenses (including legal costs) however arising from damage to property or injury, economic or consequential loss relating to the Client's possession or use of the medical device or any breach by the Client of this Agreement.

## **8. Termination of this Agreement**

8.1. The Client or Nominated Representative may terminate the Agreement at any time by giving one-week written notice to NRR that they no longer require the medical device.

8.2. NRR may terminate the Agreement with immediate effect by giving written notice to the Client:

- 8.2.1. If the Client is in breach of this Agreement; or
- 8.2.2. If NRR considers the premises unsafe or unsuitable for either its staff, its agents, or the equipment; or
- 8.2.3. If a healthcare professional informs NRR that the equipment should no longer be used by the Client.

8.3. For the avoidance of doubt, deliberate damage to or theft of the medical device will entitle.

NRR to terminate the Agreement and to seek to recover the cost of repair or replacement from the Client.

8.4. Unless terminated under clause 8.1 or 8.2, this Agreement, and the Client's right to use the medical device, will end on the expiry of the Term.

Dated: \_\_\_\_\_

## **9. Waiver of Rights**

9.1. If a party fails or delays to exercise or enforce its rights under this Agreement that delay will not affect its right to enforce the obligation or constitute a waiver of that right.

## **10. Entire Agreement**

10.1. This Agreement replaces any previous agreements between the parties whether written, oral or implied.

10.2. This Agreement constitutes the entire agreement between the parties and both parties acknowledge that it has not entered the Agreement on any basis other than those expressly stated in this Agreement.

## **11. Notices**

- 11.1. Any notice sent to the Client must be sent by postal delivery or by electronic mail to the addresses listed on the first page or as is subsequently updated on the instructions of the Client or NRR database.

## **12. Assignment and Third-Party Rights**

- 12.1. The parties may not assign or transfer this Agreement.
- 12.2. It is agreed that this Agreement is not intended to and does not give to any person who is not a party to this Agreement any rights to enforce any provisions contained in this Agreement.

## **13. Illegality**

- 13.1. If any provision or term of this Agreement becomes or is declared illegal, invalid or unenforceable for any reason whatsoever, such terms or provisions will be deemed to be deleted.

## **14. Choice of Law**

- 14.1. This Agreement shall be governed by and interpreted in accordance with United States Law, State of Florida.

## Signatures

Signed for and on behalf of Neuro Rehab Recovery Inc. by:

NRR Clinician Signature: \_\_\_\_\_

Print: \_\_\_\_\_ Gary Viles \_\_\_\_\_

And NRR Patient:

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Schedule 1: Equipment Issue Form (Inventory)

Model and Serial Number of Unit: \_\_\_\_\_

Accessories: \_\_\_\_\_