

Healthy Babies, Happy Moms Inc.
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401-884-8273
866-744-BABY (2229)
FAX 401-884-5541
www.HealthyBabiesHappyMoms.com

CLIENT INFORMATION

Name: _____
Address: _____

Home Telephone: _____
Employer: _____
Driver's License Number: _____
Social Security Number: _____
Date of Birth: _____

Equipment Number: _____
City: _____
State: _____ Zip: _____
Work Telephone: _____
Emergency Contact: _____
Emergency Contact Number: _____
Email: _____

Credit Card Information:

Circle One: Visa Master Card American Express

Credit Card Number: _____

Exp. Date: _____

CCV (security number) _____ Billing Zip Code: _____

Please circle your preferred method of payment: Credit Card Check

_____ Symphony Rental Rates of \$95/month or \$245 for 3 months
_____ Battery Symphony Rental Rate of \$100/month or \$260 for 3 months
_____ Baby Weigh Scale Rate of \$5/Day, \$30/Week, or \$90/month
_____ Infant Phototherapy @ Rate of _____/day
_____ Insurance Pump Rental @ Rate of _____/month

Nurse Delivered: _____
Patient Picked Up: _____

Insurance Plan _____ Member # _____

Group# _____

My signature below confirms that I have read the following RENTAL AGREEMENT in its entirety, agree to abide with its terms and conditions, and that I have been instructed on the proper use and care of the equipment.

LESSEE: _____
(Signature)

LESSEE: _____
(Signature)

PICK UP DATE: _____

RETURN DATE: _____

PLEASE NOTE THE FOLLOWING:

Your credit card will be charged on the first of each month for the current month. There are no refunds given for early pump returns. If you do not want to be billed for the month, please return the pump by month's end or call to let us know your intentions. Thank you for your understanding of this policy!

Rental Agreement

This RENTAL AGREEMENT (“Agreement”) for the rental of Equipment and carrying case (the “Equipment”) is made as of the date of this Agreement by and between Healthy Babies, Happy Moms, Inc., a Rhode Island corporation (“HBHM”) as lessor and you (“LESSEE”), whose name and identification appear on this Agreement.

By signing this Agreement, LESSEE, in consideration for the rental by HBHM of the Equipment, hereby acknowledges and agrees as follows:

1. The Equipment leased hereunder remains at all times the property of HBHM. LESSEE has no rights to the Equipment, other than those herein expressed.
2. Neither HBHM nor any shareholder, officer or employee thereof, is, has held, or holds them self out to be an agent or employee of Medela, Inc or Little Sparrows Technologies Inc.
3. LESSEE is either a subscriber of an insurance company that will be billed for this equipment, or an individual consumer renting this equipment on their own behalf.
4. LESSEE shall pay HBHM rental fees indicated on front of this agreement if an individual consumer.
5. LESSEE shall pay HBHM fees that are not covered by their insurance company, as indicated in our signed financial policy.
6. Payment is due on the first day of each month for use the current month and the credit card number on file will be charged. A late fee of \$10.00 shall be charged LESSEE every thirty days following the payment due date if we are unable to collect payment. LESSEE’S failure to make payment when due shall constitute default (“Default”). In the event that any collection action may be necessary to recover the Equipment and/or payment due HBHM, LESSEE shall be liable for reasonable fees, including attorney’s fees, along with any incidental or consequential damages incurred by HBHM in the course of such action.
7. Sales tax shall be invoiced to LESSEE in addition to any fees quoted in this Agreement.
8. Upon return by LESSEE to HBHM of all Equipment leased hereunder, this Agreement shall terminate.
9. LESSEE shall not lend, transfer, assign or allow the use of the Equipment by anyone other than LESSEE.
10. LESSEE shall promptly notify HBHM of any damage to, or loss of the Equipment.
11. LESSEE shall maintain the Equipment in good working condition and return the Equipment to HBHM in clean, good, working order. If, upon return, the Equipment is in unsatisfactory condition, LESSEE shall pay HBHM a minimum repair fee of \$350.00.
12. HBHM may cancel this Agreement at any time, upon 5 days notice to LESSEE by phone, fax, or writing.
13. If the equipment is lost, destroyed, or otherwise cannot be used again by HBHM, then LESSEE shall pay a maximum of \$1,500 in liquidated damages to replace the equipment.
14. LESSEE HEREBY DISCLAIMS AND WAIVES ANY RIGHT TO ANY CLAIM FOR INJURY OR DAMAGES SUSTAINED BY THE USE THE EQUIPMENT RENTED.
15. LESSEE AGREES TO INDMENIFY AND HOLD HBHM, ITS AGENTS AND ASSIGNS, AGAINST ANY CLAIM THE LESSEE MAY MAKE AGAINST ANY THIRD PARTY AS A RESULT OF THE RENTAL OR USE OF THIS EQUIPMENT.
16. HBHM SHALL NOT BE LIABLE FOR ANY LOSS OF ANY NATURE OR KIND AS A RESULT OF THE USE OF THE EQUIPMENT AND SHALL NOT BE LIABLE FOR ANY COMPENSATORY, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.
17. HBHM RENTS THE EQUIPMENT, AS HEREIN DEFINED, AS IS AND HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, CONDITION, MERCHANTABILITY, DESIGN OR OPERATION OF THE EQUIPMENT, ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OR CAPACITY OF THE MATERIALS IN THE EQUIPMENT OR WORKMANSHIP IN THE EQUIPMENT, TITLE TO THE EQUIPMENT, NOR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER.
18. HBHM shall have no obligation under this Agreement in respect of the Equipment and shall have no obligation to ship, deliver, assemble, install, erect, test, adjust or service the Equipment.
19. This Agreement shall be governed by the laws of the State of Rhode Island and any court action brought hereunder shall be brought in a court within the jurisdiction of the State of Rhode Island.
20. HBHM makes no guarantee, warranty, or representation that breastfeeding will be successful for the lessee.
21. HBHM makes no guarantee that phototherapy will prevent hospitalization for your baby.