

**EQUIPMENT / DEVICE LOAN AGREEMENT
ARMS WIDE OPEN CDC**

This agreement is made this ____ day of _____, 20__ between AWO (Lender) and _____ (Borrower), who resides at _____

and has a telephone number of () _____. Whereas, the Borrower is unable to obtain full payment for the Equipment/Devices described below from his insurance carrier, and whereas, the Lender has agreed to loan equipment when available and needed by the Borrower, and whereas, the Borrower has agreed that he or she will return the Equipment/Devices to the Lender at such time as it is no longer needed, as set forth herein.

Purpose: The purpose of the Agreement is to insure the prompt return of all medical, therapeutic, communicative or otherwise described Equipment/Devices loaned or funded by AWO to the Borrower.

Loan Free of Charge: The Lender as a nonprofit voluntary tax exempt organization, loans said Equipment free of charge unless otherwise set forth in this Agreement or expressly written and mutually agreed to elsewhere.

Equipment/Devices: The subject Equipment/Devices are identified and described as follows:

Device	Serial No.
1. _____	_____
2. _____	_____
3. _____	_____

Training: Borrower agrees to receive demonstration of the use of equipment provided by the Equipment company delivery personnel.

Insurance: Borrower is required to have homeowners or personal property insurance and must add all Equipment/Devices to Borrower's homeowner's or personal property insurance policy. Where Borrower resides in an assisted living or long-term care facility, the facility must assume responsibility for maintenance and replacement if lost or damaged beyond repair prior to the Equipment/Devices being placed in the facility.

Disclaimer/Indemnification: Lender is not liable for any direct, indirect, incidental, consequential, compensatory, or punitive damages arising out of or in connection with the Subject Equipment/Devices. Lender disclaims any and makes no warranty, express or implied, including fitness for a particular purpose, concerning the subject Equipment/Devices. Borrower specifically assumes all risk associated with using the Equipment/Devices and agrees to indemnify and hold the Arms Wide Open CDC harmless from any and all claims, suits or liabilities for injuries to property or person arising out of or related to the use of Equipment/Devices or this Agreement.

Installation/Delivery: AWO is responsible for specifying a method to deliver or arrange pick up of the Equipment/Devices unless otherwise agreed. When Borrower is an institution, it shall be responsible for the delivery to users and return arrangements for said Equipment/Devices unless otherwise stipulated.

Effect of Repair, Maintenance or Destruction: Borrower shall make a good faith attempt to safeguard and keep subject Equipment/Devices in reasonable condition. In case of a need for repair, maintenance or destruction, Borrower shall immediately contact AWO for instructions on how to proceed. If in AWO's sole discretion the Equipment/Devices are damaged due to excessive wear or improper use by the Borrower, AWO may assess damages not to exceed the value of the Equipment/Devices. Borrower agrees to pay any such assessment within ten days of receiving notice thereof.

Title: Unless legally stipulated elsewhere, title to the Equipment/Devices shall remain in AWO. Borrower may not transfer or assign the Equipment/Devices. Possession will not vest ownership in such Equipment/Devices.

Return of Equipment: within two weeks of the time when Equipment/Devices are no longer needed or of use to the Borrower for medical, therapeutic, communicative or otherwise stated reasons, the Borrower shall immediately contact AWO to arrange for the prompt return of the Equipment/Devices.

Failure to Return: The subject Equipment/Devices of this Agreement must be accounted for by the Borrower. Failure to promptly arrange for its return shall be deemed detrimental to AWO and possibly to needy prospective users. Noncompliance with the Return Requirement shall be deemed a violation of this Agreement and the Chapter may assess any costs and fees incurred in repossessing the Equipment/Devices. Borrower agrees to pay AWO's fees and costs, including reasonable attorney's fees, incurred in repossessing the Equipment/Devices.

Construction: This Agreement shall be construed in accordance with Georgia state laws.

Patient and family shall notify AWO prior to any nursing home admission or change of residence.

Borrower _____ (PRINT OR TYPE)

By: _____ (SIGNATURE)

Title or Capacity: _____ (PRINT OR TYPE)

Lender: Arms Wide Open CDC

By: _____ (SIGNATURE)

Its Authorized Agent

www.armswideopen.org

AWO/2005 Durable Medical Equipment (DME) Loan Agreement

REQUEST FOR DURABLE MEDICAL EQUIPMENT REFERRAL

Referring Agency Name: _____ Date: _____

I would like to refer the following person to your agency:

Name: _____

Address: _____

Phone #: _____

Details of sickness/injury/ill health/hardship:

.....
.....
.....

Equipment needed:

- Wheelchair
- Walker
- Crutches/Cane
- Commode
- Raised toilet seat
- Rail/Ramp
- Bath transfer bench
- Other _____

If you wish to add any further comments, questions or specific concerns relating to this referral please do so in the section below:

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.....

Signature

Date

FAX TO: (770) 498-2778

Arms Wide Open CDC

Medical in Confidence

DONATION FORM

DURABLE/DISPOSABLE MEDICAL EQUIPMENT

Donating Agency/Person Name: _____ **Date:** _____

Address: _____

Phone #: _____

I would like to donate the following item(s) to your agency:

- Wheelchair _____
- Walker _____
- Crutches _____
- Cane _____
- Commode _____
- Nebulizer _____
- Raised toilet seat _____
- Bath transfer bench _____
- Versa frame _____
- Tub grab bar _____
- Personal Care Items _____
- Other _____

Signature

Date

All donations are tax deductible. If you need a "Letter of Donation" check
____yes/____no. The equipment will be pick-up within 72 hours.

FAX TO: (770) 498-2778

www.armswideopen.org
email: hmkennet@aol.com

"Embracing People with Specials Needs at their level of need"