

CUSTOMER INTAKE/ORDER FORM

First Name: _____ MI: _____ Last Name: _____

Ship To Address: _____ E-Mail: _____

City/State/Zip: _____ Date of Birth: ____/____/____

Telephone: (____) _____ Fax: (____) _____

If the Rental is a One-Way trip, write the Address and Phone of the destination below:

Address: _____ City: _____ State: _____

Zip: _____ Phone: _____ Contact: _____

Rental Dates: Requested date (Mon-Fri) for delivery of POC to customer: ____/____/____

Date the customer will ship the POC back to A+ TRAVEL OXYGEN: ____/____/____

Accessories:

Extra Batteries: \$20each per week (each unit comes with 2 batteries): #____ Brand: _____

Fingertip Oximeter: \$20 per week ____ External Battery Charger: \$20 per week _____

Payment:

Credit Card: Visa _____ MasterCard _____ Discover _____ American Express _____

Card Number: _____

Expiration Date: ____/____/____ CVC Code: _____

Name on Card: _____

Billing Address: _____

Phone Number: (____) _____

Your POC will not be reserved until all forms have been completed and returned error free.

By signing below you give A+ TRAVEL OXYGEN permission to charge your card for rental fees, accessories, late fees, missing item fees and for the purchase of the POC and accessories, if purchased or not returned.

Card Holder Signature: _____

Charges for POC: \$50.00 per day or \$299.00 for the 1st week and \$245.00 for each additional week thereafter.

Charges for Extra Accessories(Batteries, Charger, Oximeter, etc...): \$_____ Shipping Charges to customer and back to A+ TRAVEL OXYGEN: \$_____ Charge to Card:(If unit is Lost or not returned) \$4,995.00.

TOTAL CHARGES: \$ _____

How did you find us? (please check one) Google____ Yahoo____ Other search engine____ Your doctor ____ Your home O2 provider _____ Other-please specify _____

Portable Oxygen Concentrator (POC) Rental Agreement

1. Standard Rental: Note: This equipment requires a physicians prescription before it can be dispensed.

Rental Fees

Per day \$ 50.00
1st week \$299.00
Additional days \$ 50.00/day (at 6 days “Additional” week rate is better)
Additional weeks \$245.00 ea.
Late fees for days beyond Rental Dates . \$ 50.00/day

The following standard equipment has been or will be provided to customer as part of this Agreement. Proof of delivery and return will be provided for by both parties through execution of a delivery receipt or signed delivery via common courier. You acknowledge that your Physician has approved your use of a POC while flying at standard cabin pressures.

Standard Equipment Provided in Rental

1. POC w/ bag & cart
2. A/C & D/C Power Cords
3. (2) Rechargeable Batteries
4. (2) Nasal Cannulas
5. Oxygen Tubing (if required)
6. User Guide

Additional Equipment Available for Rental

1. Rechargeable Batteries \$20 ea. /week
2. Pulse Oximeter \$20/week
3. External battery charger \$25/week

Stipulated Equipment Value of Standard Rental Equipment: \$4,995.00

Select Shipping Method

(____) (Default) 2 Day by End of Day (____) Next Day by End of Day(____) 2 Day by Noon (____) Next Day by Noon (____) Next Day Early AM (If Available) Courier assumes responsibility for actual delivery times.

2. Agreement to Rent

A+ TRAVEL OXYGEN, 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 A+ TRAVEL OXYGEN, the Selected POC package, hereinafter 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 the Manufacturer and understands that travel outside the United States will be completely at your own risk as the A+ TRAVEL OXYGEN cannot provide any support whatsoever.

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 A+ TRAVEL OXYGEN as noted in the terms of the effective date and return grace period. **Note: Rental period begins when the Courier delivers the equipment to your delivery address and ends when the Courier picks up the equipment from the address you provided (may be a different address from your delivery address).**

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Cancellation Policy

- If canceled at least 2 weeks prior to our ship date, money returned in full.
- If canceled less than 2 weeks prior to our ship date, half of money returned.
- If canceled cancelled 1 day prior to our shipment, no money returned.
- If canceled after shipment, full rental and shipping charges apply.

4. Payments

(a) Rental Charges – Customer agrees to pay applicable rental charges and any other applicable fees **IN ADVANCE** prior to shipment to customers' designated shipping address. A+ TRAVEL OXYGEN as security for the return of the equipment will take a security deposit reserve as noted in Section 4(b) in good condition. A reserve is of 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 A+ TRAVEL OXYGEN receives the Equipment in good condition, the Customer shall remain bound by the obligations of the Agreement.

(b) 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 A+ TRAVEL OXYGEN 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 A+ TRAVEL OXYGEN 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 A+ TRAVEL OXYGEN charges \$4995.00 in security deposit reserve.

(c) 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. **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 A+ TRAVEL OXYGEN any shipping costs for delivery of the Equipment to the Customer and the Customer will pay for shipping costs for return of the Equipment to A+ TRAVEL OXYGENS' designated location. The Shipping charges noted above are for shipment to our home location in Culver City, California, USA. Additional charges apply for shipping to other locations at renter's request. A+ TRAVEL OXYGEN utilizes UPS or FEDEX for all rental shipments.

(d) 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.

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 A+ TRAVEL OXYGEN. This Equipment will not be used for life support, and the Customer should always have an alternative source of oxygen available. Customer will immediately discontinue use if discomfort is experienced and consult a physician. Customer will not use

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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 A+ TRAVEL OXYGEN advised of the changes to the Specified Equipment's condition. Customer will always have an alternative source of oxygen available while using this Equipment. Customer will immediately discontinue use of Equipment and switch to the alternative source of oxygen if the unit fails. The Customer will permit A+ TRAVEL OXYGEN or its Agents to inspect the Equipment during the term of this agreement at any reasonable time.

6. Warranty

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

7. Ownership and Security Interests

(a) Ownership - Customer acknowledges that A+ TRAVEL OXYGEN is and shall remain the owner of the Equipment until title is conveyed to the Customer by an attached separate sales agreement. Customer will protect A+ TRAVEL OXYGEN 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 A+ TRAVEL OXYGEN as the owner of the Equipment.

(b) Security Interest – Customer will execute and deliver to A+ TRAVEL OXYGEN documents and forms, which are reasonably necessary or desirable to protect A+ TRAVEL OXYGEN ownership and interest in the Equipment, including finance statements under the Uniform Commercial Code.

8. Insurance and Risk of Loss

(a) Insurance – A+ TRAVEL OXYGEN 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 terrorism. A+ TRAVEL OXYGEN 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.

(b) Risk of Loss – Customer will bear responsibility for all malfunctions, failures, damage to or loss of equipment, except as 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 A+ TRAVEL OXYGEN notice thereof and, Customer will elect one of the following options: **1)** Pay to A+ TRAVEL OXYGEN 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 **2)** Request that A+ TRAVEL OXYGEN repair or replace the damaged or lost equipment, and pay to A+ TRAVEL OXYGEN 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 A+ TRAVEL OXYGEN is unable to repair or replace the equipment then option (1) shall apply. In any case the amount to be paid to A+ TRAVEL OXYGEN shall be reduced by any applicable insurance proceeds paid to A+ TRAVEL OXYGEN pursuant to Sections 8(a) of this agreement.

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9. Maintenance

Normal Maintenance – A+ TRAVEL OXYGEN or its authorized agents will be the exclusive source to maintain the Equipment and will maintain the Equipment in operational condition. Customer will deliver the Equipment to A+ TRAVEL OXYGEN or its agents for maintenance and Customer will pay all costs for shipment to A+ TRAVEL OXYGEN or its agents and shall be liable for any loss or damage during transportation. A+ TRAVEL OXYGEN or its agents will return the Equipment to 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 A+ TRAVEL OXYGEN or its authorized agents in accordance with the standard rates in effect. Such maintenance will be provided without charge to Customer for malfunctions and failures due to manufacturing defects. Maintenance required for other malfunctions and failure or damage such as that 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 a 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 A+ TRAVEL OXYGEN.

10. Limitation of Liability and Indemnity

(a) Limitation of liability – In no event will A+ TRAVEL OXYGEN be liable to the Customer for any incident, indirect or consequential damages however caused, whether by A+ TRAVEL OXYGENS' negligence or otherwise.

(b) Indemnity – The Customer agrees to protect, indemnify and hold harmless A+ TRAVEL OXYGEN from and against all claims, damages and costs including legal expenses arising out of the Customer's use of this Equipment.

11. Default

If Customer fails to perform any obligation when due under this Agreement, or otherwise defaults, A+ TRAVEL OXYGEN has the right to terminate this Agreement forthwith by notice to the Customer. Upon such termination, (1) the balance of the Gross Rental Amount will be due and payable immediately and, (2) A+ TRAVEL OXYGEN 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 Stipulated Equipment Value will be immediately forfeited by the Customer.

12. Assignment

This agreement and the rights and obligations created hereunder shall not be reassigned by the Customer without the prior written consent of A+ TRAVEL OXYGEN.

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.

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14. General

(a) **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. (b) **Export Regulations** – The Customer will not divert export or re-export the Equipment to any country contrary to U. S. export laws. (c) **Excusable Delays** – If A+ TRAVEL OXYGENS' performance of any obligation hereunder is delayed due to reasons beyond A+ TRAVEL OXYGENS' 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 A+ TRAVEL OXYGEN be liable for any damages resulting from any delay in the delivery of any Equipment or any delay in the performance or any maintenance. (d) **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. (e) **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 California, 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. (f) **Controlling Law** – All questions concerning the validity, operation, interpretation and construction of the Agreement will be governed by and determined in accordance with the laws of the state of California. (g) **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. (h) **Counterparts** – This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy hereof. (i) **Further Assurances** – The parties agree to perform all acts and execute all supplementary instruments or documents, which may be necessary or desirable to carryout the provisions of this Agreement.

16. Billing Terms

A+ TRAVEL OXYGEN will charge your credit card for the expected rental period to confirm your reservation. A+ TRAVEL OXYGEN will bill your credit card again with the actual shipping costs when we send it out. **NOTE: No refund will be permitted if we do not receive your prescription at least one day prior to the POC ship date.**

AGREED TO BY:

Customer Signature

_____/_____/_____
Date

Customer Name Printed

All pages must be signed and/or initialed and returned by mailing to:

**A+ TRAVEL OXYGEN
11155 CULVER BLVD
CULVER CITY, CA 90230**

You may also Fax it to us at: 1-310-559-5327

Questions or Problems? Call us at 1-310-614-0788

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