



Augmentative Communication Consultants, Inc.

600 Commerce Drive Suite 604
 Moon Township, PA 15108
 Phone: 800-982-2248 or 412-264-6121
 Fax: 412-269-0923
 E-mail: acci1@earthlink.net

LENDING AGREEMENT

CLIENT DETAILS

CLIENT: *The client is the person who will be receiving the equipment or services.*

Client Last Name _____ First Name _____
 Name of Facility _____
 Address _____ City _____ State _____
 Zip _____ County _____ Home Phone _____
 Alt Phone _____ E-mail _____

SHIPPING ADDRESS: *Check if the shipping address is the same as the client address or complete below if different.*

Name _____ Facility _____
 Address _____ City _____ State _____
 Zip _____ Phone _____ Alt Phone _____
 Fax _____ E-mail _____

EQUIPMENT REQUIREMENTS

EQUIPMENT: *From the list below, choose one device, any appropriate software, and select or list the accessories needed.*

EQUIPMENT		
Product	Select One	
ACCI Choice Chat	<input type="checkbox"/> iPad	<input type="checkbox"/> iPad Mini
ACCI Multi-Pac	<input type="checkbox"/> iPad	<input type="checkbox"/> iPad Mini
ACCI Choice Pro	<input type="checkbox"/> iPad	<input type="checkbox"/> iPad Mini

Equipment: I wish to borrow the following equipment from Augmentative Communication Consultants, Inc.		Security Deposit	Total
1		\$ -0-	\$ -0-
2		\$ -0-	\$ -0-
3		\$ -0-	\$ -0-
4		\$	\$
5		\$	\$
6		\$	\$
Subtotal		\$	\$
(Non-Communication Systems Only) Shipping/Handling			\$
Total Lending Charge			\$ -0-

Lending Term*: Usual Lending Term is 2 weeks
 I wish to borrow this equipment FROM _____ TO _____ If you need this device longer, please call Millie Telega.
 (*Before completing lending term, please phone Millie Telega at 412-264-6121 for estimated equipment availability dates.)



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LENDING TERMS AND CONDITIONS

OBTAIN NECESSARY SIGNATURES

1. Only those products of which there is adequate inventory will be available for evaluation. Products that are just being introduced, which are temporarily out of stock, or which are being discontinued may not be available.
2. All of the standard components with which the item is sold will be included for use during your trial period.
3. When the signature of a private individual secures the contract, their social security number and credit card number are required. The credit card will only be charged if the customer designated it as the method of payment for the evaluation, other funding attempts are unsuccessful or the equipment is not returned. When the signature is a representative of a facility or business, a Federal Identification number or EIN# is required.
4. Damage, loss, or theft of an evaluation unit is the responsibility of the undersigned individual or, in the case of a representative, to the entity represented.
5. **LOSS or DAMAGE:** Borrower shall bear the entire risk of loss, theft or damage to Equipment and any such loss, theft or damage to Equipment shall not relieve Borrower of his/her/their obligations under this Agreement. In the case of damage to Equipment, Augmentative Communication Consultants, Inc. shall repair any such damage at Borrower's sole expense and Borrower shall pay Augmentative Communication Consultants, Inc. in cash an amount equal to one hundred percent (100%) of the repair costs including any shipping and handling costs within thirty (30) days of the damage. If Augmentative Communication Consultants, Inc. in its sole and exclusive judgment determines that any equipment under this agreement is lost, stolen, destroyed or damaged beyond repair, Borrower agrees to pay Augmentative Communication Consultants, Inc. in cash within thirty (30) days of the loss an amount equal to one hundred percent (100%) of the actual cash of said Equipment.

If you have any questions about this policy, contact Augmentative Communication Consultants, Inc.'s Funding Office.

Note: Augmentative Communication Consultants, Inc. is bound to the rules and regulations of the State of Pennsylvania.

I certify that I have read and agree to all the terms and conditions of this Agreement.

Borrower's Signature _____ Date _____

Printed Name _____ Social Security # _____

Relationship to Client _____

In consideration of the terms and conditions contained herein, the undersigned agrees to borrow the equipment described herein in accordance with the terms and conditions of this Agreement.

1. **LENDING AGREEMENT:** This agreement is between the undersigned party (hereinafter "Borrower") and Augmentative Communication Consultants, Inc. (hereinafter Augmentative Communication Consultants, Inc.). Borrower is borrowing the equipment (hereinafter "Equipment") described herein and acknowledges that Augmentative Communication Consultants, Inc. retains all title to and ownership of Equipment.
2. **INVOICE:** An invoice in the name of Borrower for the retail price of Equipment will be shipped to Borrower with Equipment. This invoice becomes due and payable if equipment is not shipped to Augmentative Communication Consultants, Inc. within forty-eight (48) hours following the end of the lending term specified in this agreement.
3. **SECURITY DEPOSIT:** Augmentative Communication Consultants, Inc. reserves the right to require a Security Deposit in an amount to be determined by Augmentative Communication Consultants, Inc. Security Deposit shall be held by Augmentative Communication Consultants, Inc. during the term of this agreement and any extensions therefore to secure Borrower's performance of his/her/their obligations under this Agreement. Upon Borrower's full and complete performance of his/her/their obligations under this Agreement and the return of Equipment in good working order, reasonable wear and tear excepted, Augmentative Communication Consultants, Inc. shall refund the Security Deposit to Borrower.



LENDING TERMS AND CONDITIONS

4. **DEFECTS:** Borrower agrees that the Equipment will be presumed to be free from any defects and in good working order unless, Borrower shall give Augmentative Communication Consultants, Inc. written notice of any defect within two (2) business days from the date Borrower receives Equipment. In the event Borrower fails to give notice of any defect within the time provided herein, Borrower shall be deemed to have accepted Equipment and to have waived any claim for defects including, without limitation, any claim for damages of any nature resulting from any such defect.
5. **REPAIRS :** Augmentative Communication Consultants, Inc. shall keep Equipment in good repair and furnish any parts or services required to maintain hardware and software (except for loss or damage as provided for in paragraph Loss or Damage herein; provided however, Borrower acknowledges and agrees that Augmentative Communication Consultants, Inc.'s liability to repair shall be strictly limited to the cost of any replacement hardware, software and labor to repair Equipment and Borrower hereby expressly waives and agrees to hold Augmentative Communication Consultants, Inc. harmless from any and all other damages resulting from any hardware or software use or failure including consequential and/or punitive damages resulting from such use or failure.
6. **ASSIGNMENT:** Borrower shall not sublease, rent, transfer, assign, sell, alter, or modify Equipment without prior written consent from Augmentative Communication Consultants, Inc.
7. **INDEMNITY:** Borrower shall indemnify Augmentative Communication Consultants, Inc. against, and hold harmless from, any and all claims, actions, expenses, damages and liabilities arising from or in connection with the Equipment, including but not limited to, its manufacture, purchase, selection, possession, delivery, use, failure or operation.
8. **DEFAULT:** If Borrower fails to pay invoice within seven (7) days after the same is due, Augmentative Communication Consultants, Inc. shall have the right to exercise any one or more of the following remedies: (a) to sue and recover all amounts due accruing under this agreement; (b) to take possession of any equipment, wherever it may be located, without notice and without any court order or other process of law; (c) to terminate this agreement and any other agreements outstanding with Borrower. In the event of default, Borrower hereby agrees to indemnify and hold Augmentative Communication Consultants, Inc. harmless from any and all costs incurred in connection with Augmentative Communication Consultants, Inc.'s enforcement of its rights under this Agreement including, without limitation, reasonable attorneys fees and court costs.
9. **ENTIRE AGREEMENT - WAIVER - CHOICE OF LAW - CHANGES:** This instrument constitutes the entire agreement between Borrower and Augmentative Communication Consultants, Inc. regarding Equipment and supersedes any prior oral or written agreements. No term of this agreement may be waived except in writing signed by Augmentative Communication Consultants, Inc. The terms of this Agreement shall be construed in accordance with the laws of the State Pennsylvania. These Terms and Conditions may be amended from time to time, without notice, and at Augmentative Communication Consultants, Inc.'s sole discretion. We strongly urge you to request training on your device PRIOR to beginning your trial period. We cannot extend trial periods at no charge for training issues. If training is not requested prior to receipt of a device, training may not be available during the rental period.

RETURN SIGNED RENTAL CONTRACT TO:

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