



Team Makena, LLC  
17461 Derian Ave Suite #200  
Irvine, Ca. 92614  
Office: 800-996-4001  
Fax: 949-251-5120

**Recipient Information**

<b>Name of Organization:</b>	<input type="text"/>
<b>Street Address:</b>	<input type="text"/>
<b>City / State / Zip:</b>	<input type="text"/>
<b>Office Telephone:</b>	<input type="text"/>
<b>Contact Name:</b>	<input type="text"/>
<b>Contact Email Address:</b>	<input type="text"/>
<b>NPI #:</b>	<input type="text"/>

**Bailment Agreement**

This Agreement is between **Team Makena, LLC** (“the Company”) and the above referenced Recipient.

The Company is the owner of the equipment listed on the attached Exhibit A (“the Equipment”).

Recipient provides medical services at the above address (“the Center”).

The Company and Recipient have agreed for the delivery of the Equipment by the Company to Recipient at the Center on the following terms and conditions (“the Bailment”):

1. **Delivery:** The Equipment, together with disposable peripherals necessary for the use of the Equipment (“the Peripherals”), shall be delivered to the Center by the Company within a reasonable time following the execution of this Agreement; provided, however, that the Company shall retain title to the Equipment and the Peripherals at all times.
2. **Equipment Responsibilities of Recipient:** During the term of the Bailment, Recipient shall be responsible for the following:
  - A. Not to change the location of the Equipment without the prior written consent of Company;
  - B. To use ordinary care against theft or intentional damage to the Equipment;
  - C. To use ordinary care to protect the Equipment against temperature extremes, corrosive materials, or other environmental hazards;
  - D. To use ordinary care to ensure that the equipment is operated in accordance with the manufacturer’s instructions;
  - E. To report to the Company any damage or malfunction of the Equipment;

F. Not to take any action that would result in any third party claim against the Equipment;  
G. To provide access to the Equipment for inspection by the Company's representatives, upon reasonable notice and at reasonable times; and

H. To cooperate in the return of the Equipment to the Company upon the termination of this Agreement.

**3. Equipment Responsibilities of Company:** During the term of the Bailment, the Company shall be responsible for the following:

A. To bear the entire cost of delivery of the Equipment and Peripherals to the Center, and the entire cost of the re-delivery of the Equipment and Peripherals upon the termination of the Bailment;

B. To bear the entire risk of loss associated with the Equipment, except to the extent that the loss is occasioned by the failure of Recipient to comply with its Equipment responsibilities;

C. To repair or replace the Equipment at its sole cost and expense;

D. To maintain at the Center an amount of Peripherals sufficient for the expected use of the Equipment;  
and

E. To insure or self-insure the Equipment at its sole cost and expense.

**4. Recipient's Utilization of Equipment:** During the term of the Bailment, Recipient may utilize the Equipment in the course of providing medical services to its patients on the following terms:

A. Recipient may utilize the Equipment at any time that authorized personnel of Recipient deem the use of the Equipment medically warranted, in their sole professional judgment and discretion.

B. Recipient's use of the Equipment is optional, and Recipient may utilize any other device to deliver the functionality of the Equipment to its patients.

C. For each use of the Equipment, Recipient shall provide to the Company all supporting documentation necessary for the Company to bill third parties for the use of the Equipment and Peripherals by Recipient's patient.

**5. Recipient's Representations and Warranties:** Recipient makes the following representations and warranties to the Company:

A. Recipient has entered into this Agreement for convenience only, and neither Recipient nor any of its principals, managers, or other employees have or will receive from the Company any gratuities, gifts, fees, rents, or any other thing of value (collectively "Remuneration") as an inducement to enter into or continue with this Bailment.

B. Recipient shall indemnify and hold the Company harmless from any claims which are based on the negligent use of the Equipment or Peripherals.

**6. The Company's Representations and Warranties:** The Company makes the following representations and warranties to Recipient:

A. The Company has not offered to any principal, manager or other employee of Recipient any Remuneration as an inducement to enter into this Bailment, nor shall the Company make or provide any Remuneration during the term of this Bailment or thereafter.

B. The Company is certified by the Board of Certification / Accreditation International

C. The Company shall maintain the privacy of all patient information provided by Recipient to the Company and shall otherwise comply with HIPAA and all other applicable federal and state laws.

D. The Company shall indemnify and hold Recipient harmless from any claims arising from the billing of third parties for the use of the Equipment and Peripherals by Recipient's patient.

7. **Bailment Term:** This Bailment shall commence on the receipt of the Equipment by Recipient, and shall continue until terminated by either party upon thirty days written notice.

8. **Costs of Enforcement:** In the event a breach of this Agreement results in litigation, the prevailing party shall be entitled to recover its costs, including a reasonable attorney fee.

9. **Entire Agreement:** This Agreement represents the entire agreement between the parties, and no modification will be enforceable unless first reduced to a writing signed by both parties.

\_\_\_\_\_  
By: Jim Schuerger, CFO

\_\_\_\_\_  
Date Signed

**Recipient**

\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
Date Signed

**Team Makena Representative(s):**

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



**Exhibit A to Bailment Agreement**

**Recipient:** \_\_\_\_\_

<u>Manufacturer Name</u>	<u>Model #</u>	<u>Description</u>	<u>Serial #</u>

**Form Completed By:** \_\_\_\_\_