



Creating solutions, changing lives.

Easter Seals Southern Colorado
225 South Academy Blvd., Ste. 104
Colorado Springs, CO 80910-2768
Tel: 719-574-9002

PURCHASE AGREEMENT

I ("Buyer") hereby purchase from Easter Seals Southern Colorado ("Seller") the hearing system and equipment described below, agree to the pay the purchase price written, and honor the following terms and conditions:

Table with 5 columns: MANUFACTURER, MODEL, LEFT SERIAL NO., RIGHT SERIAL NO., CONDITION OF AID. Includes rows for PURCHASE PRICE, Professional Services, Warranty, Other, TOTAL, and Payment Type (Cash, Credit Card, Check).

WARRANTY: The manufacturer guarantees Buyer's hearing aid(s) to be free from all defects of workmanship and materials for a period of \_\_\_ year(s) from date of purchase and agrees to make all necessary repairs, replacements, and check-ups with promptness and without charge to Buyer during the guarantee period.

ADVISEMENTS: Buyer has been advised that any examination or representations made by Seller in connection with the practice of dispensing, fitting, or dealing in hearing aids is not an examination, diagnosis, or prescription by a person licensed to practice medicine in this state, and therefore, must not be regarded as a medical opinion or advice.

Buyer has been advised that the Buyer's best interests would be served by consulting a licensed physicians specializing in diseases of the ear, or, any licensed physician, if any of the following conditions exists: visible congenital or traumatic deformity of the ear; history of or active drainage of the ear within the previous ninety days; history of sudden or rapidly progressive hearing loss; acute of chronic dizziness; unilateral hearing loss of sudden onset within the previous ninety days; audiometric air-bone gap equal to or greater than fifteen decibels at 500 hertz ("Hz"), 1,000 Hz, and 2,000 Hz; visible evidence of cerumen accumulation on or a foreign body in the ear canal; and pain or discomfort in the ear.

Buyer has been advised that Buyer's best interest would be served by consulting and receiving a written prescription or recommendation from a licensed physician prior to dispensing, fitting, or dealing in a hearing aid that specifies Buyer is in fact in need of a hearing aid. Based on religious or personal beliefs, Buyer hereby waives such requirement. Buyer's Initials

Buyer has been advised that this sale is void and unenforceable if the hearing aid being purchased is not delivered to Buyer within thirty days after the date the written contract is signed or the receipt is issued, whichever occurs later. Seller shall promptly refund all moneys paid for the purchase of a hearing aid if it is not delivered to Buyer within such thirty-day period.

Buyer has been advised that upon cancellation, Buyer is entitled to receive a full refund of any payment made for the hearing aid within 30 days of return of the hearing aid to Seller, except that, if the hearing aid is returned for any reason other than a defect in such hearing aid, the Seller may retain an itemized amount to cover the minimum costs of materials used by the Seller and a manufacturer's return fee, but such amount may not be greater than five percent of the total charge for the hearing aid.

Buyer has been advised that consumer complaints which cannot be resolved with Seller may be filed initially with the Office of the District Attorney at El Paso County District Attorney, 326 S. Tejon, Colorado Springs, Colorado, 80903, (719) 520-6002, or with the Office of the Attorney General, 1525 Sherman Street, 7th Floor, Denver, Colorado, 80203, (303) 866-4500. Complaints against Seller may also be filed with the Colorado Hearing Aid Providers Registration, 1560 Broadway, Suite 1545, Denver, Colorado, 80202, (303) 894-2440.

THE BUYER HAS THE RIGHT TO CANCEL THIS PURCHASE FOR ANY REASON AT ANY TIME PRIOR TO 12 MIDNIGHT OF THE 30TH CALENDAR DAY AFTER RECEIPT OF THE HEARING AID BY GIVING OR MAILING THE SELLER WRITTEN NOTICE OF CANCELLATION AND BY RETURNING THE HEARING AID. BY LAW, THE SELLER IS ALLOWED TO RETAIN AN ITEMIZED AMOUNT, NOT TO EXCEED FIVE PERCENT OF THE TOTAL CHARGE FOR THE HEARING AID, TO COVER THE COSTS OF A MANUFACTURER'S RETURN FEE AND THE MINIMUM COSTS OF MATERIALS USED BY THE REGISTERED HEARING AID PROVIDER, UNLESS THE HEARING AID IS RETURNED BECAUSE IT IS DEFECTIVE.

Seller's / Audiologist's Signature

Buyer's Signature

Seller's / Audiologist's Printed Name

Buyer's Printed Name

Seller's Hearing Aid Provider Registration No.

Street Address

City, State, & Zip Code

Executed this \_\_\_ day of \_\_\_, 20\_\_

Telephone Number

REFUND REQUEST - THIS FORM MUST BE POSTMARKED BY (DATE TO BE FILLED IN). NO REFUND WILL BE GIVEN UNTIL THE HEARING AID OR HEARING AIDS ARE RETURNED TO THE SELLER.

Buyer's Name: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer's Address: \_\_\_\_\_

Buyer's Telephone Number: \_\_\_\_\_ Buyer's Signature: \_\_\_\_\_

THIS REFUND REQUEST FORM MUST BE RETURNED TO:
Easter Seals Southern Colorado, 225 S. Academy Blvd., Ste. 104, Colorado Springs, CO 80910-2768