



SERVICE OFFICE

M T W Th F

**PURCHASE AGREEMENT (COLORADO)**

I ("Buyer") hereby purchase from HearUSA ("Seller") the hearing system and equipment described below. The equipment is new. I agree to pay the purchase price written and honor the terms and conditions stated below.

|                                     | <b>Manufacturer</b> | <b>Model</b> | <b>Serial No</b> | <b>Price</b> |
|-------------------------------------|---------------------|--------------|------------------|--------------|
| <b>Left</b>                         |                     |              |                  |              |
| <b>Right</b>                        |                     |              |                  |              |
| <b>Purchase Price</b>               |                     |              |                  | \$           |
| Ear mold(s)                         |                     |              |                  | \$           |
| Special Features: _____             |                     |              |                  | \$           |
| Remote Control                      |                     |              |                  | \$           |
| Benefit                             |                     |              |                  | \$           |
| SUBTOTAL:                           |                     |              |                  | \$           |
| OTHER: (Discount, Promotions, etc.) |                     |              |                  | \$           |
| NET PURCHASE PRICE PAYABLE:         |                     |              |                  | \$           |

**Battery Size:** \_\_\_\_\_

**WARRANTY**

The manufacturer guarantees Buyer's hearing aid(s) to be free from all defects of workmanship and materials for a period of \_\_\_\_\_ years from date of purchase and agrees to make all necessary repairs, and check-ups with promptness and without charge to Buyer during the guarantee period. Remakes, however, are warranted for one year only and ear molds are warranted for 90 days only. In the case of loss or damage during the warranty period, a one-time replacement will be provided, subject to a deductible of \$\_\_\_\_\_ per aid.

Warranty information has been supplied.

**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.

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Buyer has been advised that the Buyer's best interests would be served by consulting a licensed physician 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 or 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 (earwax) 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(s) being purchased is/are 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 monies paid for the purchase of the hearing aid(s) if it/they is/are 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 \_\_\_\_\_ days of return of the hearing aid to Seller.

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:

(Boulder) - 1777 Sixth St, Boulder, CO 80302 (303-441-3700)

(Denver) - 201 W. Colfax Ave., Dept. #801, Denver, CO 80202 (720-913-9025)

(Colorado Springs) - 105 East Vermijo Ave., Colorado Springs, CO 80903 (719-520-6000)

(Grand Junction) - 125 N Spruce St, 2<sup>nd</sup> Floor, Grand Junction, CO 81502 (970-244-1730)

(Littleton) - 7305 S. Potomac St., Suite 100, Centennial, CO 80112 (720-874-8500)

(Loveland/Ft Collins) - 201 La Porte Ave., #200, Fort Collins, CO 80521 (970-498-7200)

(Pueblo) - 201 West 8<sup>th</sup> St, Suite 801, Pueblo, CO 81003 (719-583-6030) (Wheat Ridge)

- 500 Jefferson Co. Pkwy., Golden, CO 80401 (303-271-6800).

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, and Denver, Colorado 80202, (303) 894-2440.

This hearing aid will not restore normal hearing nor will it prevent further hearing loss.

I am over the age of 18 and have been advised by HearUSA that the Food and Drug Administration has determined that my best health interest would be served if I had a medical evaluation by a licensed physician (preferably one who specializes in diseases of the ear), before purchasing a hearing aid. I do not wish a medical evaluation before purchasing a hearing aid.

**HearUSA Page 3 INSURANCE**

HearUSA cannot guarantee your benefits or eligibility with your insurance plan. Your insurance plan is a contract between you and your insurance company.

Upon completion of our Patient Information Form and your assignment of benefits, HearUSA will extend the benefit offered by your insurance company and file for reimbursement. HearUSA will handle all of the paperwork for you. All payments for services not covered by your insurance plan are expected at time of visit.

If your insurance company pays only a portion of the bill or denies the claim, an explanation should be made to you, their policyholder. Reduction or rejection of your claim by your insurance company does not relieve you of the financial obligation. HearUSA will notify you if this occurs and request payment in full.

**THE BUYER HAS THE RIGHT TO CANCEL THIS PURCHASE FOR ANY REASON AT ANY TIME PRIOR TO 12:00 MIDNIGHT OF THE \_\_\_\_\_ CALENDAR DAY AFTER RECEIPT OF THE HEARING AID, BY GIVING OR MAILING THE SELLER WRITTEN NOTICE OF CANCELLATION AND BY RETURNING THE HEARING AID. THE SELLER WILL RETAIN \$0 IN THE EVENT THE HEARING AID IS RETURNED WITHIN 30 DAYS.**

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Seller's Printed Name

\_\_\_\_\_  
Buyer's Printed Name

\_\_\_\_\_  
Seller's Hearing Aid Provider Registration No.

\_\_\_\_\_  
Buyer's Street Address

\_\_\_\_\_  
City, State, & Zip Code

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

\_\_\_\_\_  
Buyer's Telephone No.

REFUND REQUEST - THIS FORM MUST BE POSTMARKED BY \_\_\_\_\_ (DATE TO BE FILLED IN).

NO REFUND WILL BE GIVEN UNTIL THE HEARING AID(S) IS/ARE RETURNED TO THE SELLER.

Buyer's Name \_\_\_\_\_ Date \_\_\_\_\_

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

Buyer's Telephone Number \_\_\_\_\_ Signature \_\_\_\_\_  
THIS REFUND REQUEST MUST BE RETURNED TO: HearUSA.

Palm Beach Gardens