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MBWaggoner@HealthyBabiesHappyMoms.com

Client Information

Name: \_\_\_\_\_ Equipment Number: \_\_\_\_\_

Address, City, State and Zip: \_\_\_\_\_

Home Telephone: \_\_\_\_\_ Work Telephone: \_\_\_\_\_

Employer: \_\_\_\_\_ Spouse's Employer: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Driver's License Number: \_\_\_\_\_

Alternate Contact Person and Number \_\_\_\_\_

Date of Birth \_\_\_\_\_

WIC# \_\_\_\_\_ WIC Agency \_\_\_\_\_

Referred by \_\_\_\_\_ Phone \_\_\_\_\_

**For further consultation or questions, please contact your WIC representative.**

Date client received equipment \_\_\_\_\_ Date client returned equipment \_\_\_\_\_

In the event that your benefits with WIC are discontinued and you do not return the pump, please be advised that the rental fees are your responsibility and you will be billed accordingly. Rental rates for private paying clients are as follows:

- Medela Lactina Breast Pump \$60/month or \$2.50/day

My signature below confirms that I have read the following RENTAL AGREEMENT in its entirety, agree to abide by its terms and conditions, and that I have been instructed on the proper use and care of the equipment.

LESSEE: \_\_\_\_\_  
(Signature)

DATE: \_\_\_\_\_

Would you like to be included on our e-newsletter mailing list?  
Please provide your email address if you are interested.

\_\_\_\_\_

## Rental Agreement

This RENTAL AGREEMENT (“Agreement”) for the rental of a Medela Lactina Electric Breast Pump and carrying case (the “Equipment”) is made as of the date of this Agreement by and between Healthy Babies, Happy Moms, Inc., a Rhode Island corporation (“HBHM”) as lessor and you (“LESSEE”), whose name and identification appear on this Agreement.

By signing your signature of the front page of this Agreement, LESSEE, in consideration for the rental by HBHM of the Equipment, hereby acknowledges and agrees to the following:

1. The Equipment leased hereunder remains at all times the property of HBHM. LESSEE has no rights to the Equipment, other than those herein expressed.
2. Neither HBHM nor any shareholder, officer or employee thereof, is, has held, or holds themself out to be an agent or employee of Medela Inc.
3. LESSEE is an individual consumer and is not entering into this Agreement as or on behalf of any business or other entity, unless otherwise agreed.
4. WIC shall pay HBHM for rental fees at the rate agreed upon by WIC and HBHM Inc., provided client has WIC benefits and authorization through WIC.
5. In the event that any collection action may be necessary to recover the Equipment and/or payment due HBHM, LESSEE shall be liable for reasonable fees, including attorney’s fees, along with any incidental or consequential damages incurred by HBHM in the course of such action.
6. Upon return by LESSEE to WIC of all Equipment leased hereunder, this Agreement shall terminate.
7. LESSEE shall not lend, transfer, assign or allow the use of the Equipment by anyone other than LESSEE.
8. LESSEE shall promptly notify WIC of any damage to, or loss of, the Equipment.
9. LESSEE shall maintain the Equipment in good working condition and return the Equipment to HBHM in clean, good, working order. If, upon return, the Equipment is in unsatisfactory condition, LESSEE shall pay HBHM a minimum repair fee of \$250.00.
10. HBHM may cancel this Agreement at any time, upon 5 days notice to LESSEE by phone, fax, or writing.
11. If the equipment is lost, destroyed, or otherwise cannot be used again by HBHM, then LESSEE shall pay \$1500 in liquidated damages to replace the equipment.
12. LESSEE HEREBY DISCLAIMS AND WAIVES ANY RIGHT TO ANY CLAIM FOR INJURY OR DAMAGES SUSTAINED BY THE USE THE EQUIPMENT RENTED.
13. LESSEE AGREES TO INDEMNIFY AND HOLD HBHM, ITS AGENTS AND ASSIGNS, AGAINST ANY CLAIM THE LESSEE MAY MAKE AGAINST ANY THIRD PARTY AS A RESULT OF THE RENTAL OR USE OF THIS EQUIPMENT. HBHM SHALL NOT BE LIABLE FOR ANY LOSS OF ANY NATURE OR KIND AS A RESULT OF THE USE OF THE EQUIPMENT AND SHALL NOT BE LIABLE FOR ANY COMPENSATORY, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.
14. HBHM RENTS THE EQUIPMENT, AS HEREIN DEFINED, AS IS AND HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, CONDITION, MERCHANTABILITY, DESIGN OR OPERATION OF THE EQUIPMENT, ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OR CAPACITY OF THE MATERIALS IN THE EQUIPMENT OR WORKMANSHIP IN THE EQUIPMENT, TITLE TO THE EQUIPMENT, NOR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER.
15. HBHM shall have no obligation under this Agreement in respect of the Equipment and shall have no obligation to ship, deliver, assemble, install, erect, test, adjust or service the Equipment.
16. This Agreement shall be governed by the laws of the State of Rhode Island and any court action brought hereunder shall be brought in a court within the jurisdiction of the State of Rhode Island.
17. HBHM makes no guaranty, warranty, or representation that breastfeeding will be successful for the lessee.