

Attachment to Chapter 10, Rules of the Board of Speech, Audiology and Hearing

SAMPLE HEARING AID PURCHASE AGREEMENT

ABC HEARING AID CENTER
123 MAIN STREET
ANYTOWN, MAINE 00000

NOTE: If the seller is financing the purchase of the hearing aid(s), the truth in lending disclosures specified in federal and state law must be made by the seller to the extent required by law.

Purchaser: _____ Address: _____ Phone: _____
Manufacturer: _____ Model #: _____ Serial #(R) _____ (L) _____
Condition: New Used Reconditioned
Selling Price: \$ _____ (conspicuously note initial price less any discount, trade-in allowance or deposit)

30-day Trial Period: A 30-day trial period begins on the delivery date. Within the 30-day trial period, the dealer-licensee shall contact the purchaser and provide any service, fitting or repair that may be necessary for the beneficial and comfortable use of the hearing aid(s). The purchaser has the right to cancel this transaction by so notifying the dealer-licensee within the 30-day trial period. In this event, the dealer-licensee shall make a full refund of the purchase price, less the price of the ear mold(s) (\$ _____) and lab fees (\$ _____), at the time the purchaser returns the hearing aid(s).

60-day Medical Return Period: The purchaser has the right to cancel this transaction by submitting to the dealer-licensee within 60 calendar days from the delivery date a written opinion from a physician or audiologist stating that the hearing aid(s) are not advisable for the purchaser. Upon receipt of the statement and return by the purchaser of the hearing aid(s), the dealer-licensee shall make a full refund of the purchase price, less the price of the ear mold(s) and lab fees shown above.

Terms of service: [Insert the complete terms of service, including cost of service, what services are available, by whom and for how long such service will be provided, including house or office calls, when applicable, and the terms of after care fitting.]

Warranty: [Insert the terms of guarantee or warranty, including: (1) the characteristics or properties of the hearing aid or parts of the hearing aid covered by or excluded from the guarantee or warranty, (2) the duration of the guarantee or warranty, (3) the conditions, if any, that the purchaser must fulfill before the guarantor or warrantor must perform the guarantor's or warrantor's obligations, (4) the obligations of the guarantor or warrantor, including obligations as to repair or replacement of hearing aids and refunding of the purchase price or part of the purchase price, and (5) the identity and address of the guarantor or warrantor.]

If you wish to file a complaint regarding this purchase, contact: Complaint Coordinator, Office of Professional and Occupational Regulation, 35 State House Station, Augusta, ME 04333, tel. (207) 624-8660, web site www.maine.gov/professionallicensing.

AN EXAMINATION OR REPRESENTATION MADE BY A DEALER-LICENSEE IN CONNECTION WITH THE FITTING AND SELLING OF A HEARING AID OR AIDS IS NOT AN EXAMINATION, DIAGNOSIS OR PRESCRIPTION BY AN INDIVIDUAL LICENSED TO PRACTICE MEDICINE IN THIS STATE AND MAY NOT BE REGARDED AS MEDICAL OPINION OR ADVICE.

Purchaser's Signature: _____ Date: _____

Delivery Date: The purchaser acknowledges actual delivery of the hearing aid(s) on (insert date): _____ (confirm by initialing here): _____

If the hearing aid(s) furnished are different than those described above, specify the manufacturer, model # and serial #s here: _____

Licensee's Signature: _____ Date: _____

Licensee's Printed Name & License #: _____