



Long Term Device Loan Application

Easterseals Massachusetts
18 Chestnut Street, Suite 200, Worcester, MA 01608
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SECTION I: Applicant Information

Applicant must be at least 18 years of age to apply

Applicant Information

Last _____ First _____ MI _____

Date of Birth (mm/dd/yyyy) ____/____/____ SSN: ____-____-____

Contact Information

Email Address: _____

Mobile Phone: () _____ - _____

Home Phone: () _____ - _____

Current Address

Street Address: _____ Apt # _____

City/Town: _____ State: _____ Zip: _____

Years/Months at above address: ____/____ ☐ Rent ☐ Own

Previous Address

Street Address: _____ Apt # _____

City/Town: _____ State: _____ Zip: _____

Years/Months at above address: ____/____ ☐ Rent ☐ Own

SECTION II: Financial Information

Employer Information

Employer: _____

Occupation: _____

Years/Months at this job: _____ / _____

Household Income

What is the TOTAL Household Income? _____

How many people live in your household? _____

Applicant MONTHLY Income

Applicant

1. Gross Wages (from employer or self-employment) \$ _____

2. SSDI/SSI \$ _____

3. Pension/Retirement \$ _____

4. Other (please describe below) \$ _____

Total Monthly Income (add lines 1 thru 4) \$ _____

Other Income Description (if applicable)

SECTION IV: Disability/Assistive Technology Information

Person with Disability (if not the applicant)

Last _____ First _____ MI _____

Date of Birth (mm/dd/yyyy) ____ / ____ / ____ SSN: ____ - ____ - ____

Street Address: _____ Apt # _____

City/Town: _____ State: _____ Zip: _____

Relationship to the Applicant: _____

Briefly describe the person's disability:

Briefly describe the device for which the loan is requested:

Cost of request device: \$ _____

Briefly describe how this device will improve independence, productivity and/or quality of life

How did you determine that this type of Assistive Technology will be most helpful?

☐ Doctor Evaluation/Recommendation ☐ Tried this device

☐ Other (please explain): _____

SECTION IV: Demographic Information for the Technology User

The Massachusetts Alternative Finance Program is required to maintain statistics regarding ethnic and racial backgrounds of the people receiving program loans. You are not required to answer the questions in Section III. Your decision to answer these questions, as well as the answers themselves if you choose to participate in this section, will not affect your eligibility for a loan through the program.

1. Gender ☐ Male ☐ Female ☐ Gender Neutral ☐ Other

2. Ethnicity/Racial Background:

☐ White/Caucasian/European ☐ Black/African-American/Caribbean

☐ Latino/Latina/Hispanic ☐ Native American/Alaskan Native

☐ Asian/Asian-American ☐ Asian Indian/Central Asian

☐ Pacific Islander ☐ Other: _____

3. Primary Language

☐ English ☐ Spanish ☐ ASL ☐ Other: _____

4. What is the primary purpose of the requested Assistive Technology?

☐ Education ☐ Employment ☐ Community Living

5. Why did you choose the Alternative Finance Program

☐ Could only afford the AT through the Statewide Alternative Finance Program

☐ AT Was Only available through the Statewide Alternative Finance Program

☐ AT was available through other programs, but the system was too complex or the wait time too long

5. Veteran Status ☐ Active ☐ National Guard/Reserve ☐ Veteran ☐ N/A

6. How did you hear about the Financial Loan Program? _____

SECTION V: Certification & Release Statement

I authorize Easter Seals Massachusetts to review all information provided and to seek additional information from third parties to verify the contents of this application. All information is true and correct and is presented here obtain the loan I am seeking. Any misrepresentation on any part of this application could result in rejection of the application and/or termination of the loan agreement.

I also understand that issuance of a loan or acceptance into the program does not imply any type of warranty by Easter Seals Massachusetts regarding the suitability, condition, or safety of the device or equipment purchased with the loan. I understand that I am solely responsible for selecting devices or equipment to be financed. Therefore by signing below, I agree that I can make no claims against Easter Seals Massachusetts or any of its agents, and I hereby release Easter Seals Massachusetts and any of its respective agents or affiliates from and against any liability for defects in any device or equipment or any accident or injury resulting from its use.

Applicant Signature

Date

SECTION V: Lease

This LEASE made on the day the application is submitted by and between EASTER SEALS MASSACHUSETTS, a Massachusetts non-profit corporation having a usual place of business at 18 Chestnut Street, Suite 200, Worcester, Massachusetts (hereinafter, "EASTER SEALS" or "Lessor"), and Lessee, a Massachusetts individual residing at the address listed.

Whereas Easter Seals Massachusetts is a non-profit organization in Massachusetts which works with consumers to identify and provide technology and equipment that the consumer needs to live a full and independent life;

Whereas Easter Seals Massachusetts receives state funds and is governed by the Capital Items Procurement Policy of the State of Massachusetts as governed by the Operational Services Division of the Commonwealth of Massachusetts;

Whereas the Lessee is a consumer in need of assistance, support and equipment to live a full life;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by and between the parties as follows:

1. Rental. The Lessor hereby leases to the Lessee and Lessee hereby rents, hires and takes from the Lessor the equipment described in Part 3 of the application. (hereinafter "Equipment") upon the following terms and conditions.

1. Term. This lease is for an unlimited beginning on the day the application is submitted. The Lessee agrees that when s/he is no longer in need of the equipment s/he will contact Easter Seals MA to arrange for a return.

2. Rent. The Lessee shall not be obligated to pay any rent or fees for the equipment.

3. Acknowledgment of Receipt. The Lessee acknowledges receipt of the Equipment and the parties agree that the Equipment was inspected and examined by the Lessee and the Equipment was in good and serviceable condition and accepted by the Lessee.

4. Title to the Equipment. Title to the Equipment is and at all times shall remain in the Lessor, the Lessee having only the right to possession and the use thereof during the term of the lease, except as otherwise provided in this agreement. Lessee will at all times protect and defend at all cost and expense, the title of the Lessor from and against all claims, liens and legal processes of creditors of the Lessee and keep all equipment free and clean from all such claims, liens, and processes. Only the parties hereto and such other persons whose names are endorsed hereon are authorized to use said property, and Lessee will not permit the Equipment to be used by any other person than designated hereon without the express consent of Lessor.

5. Use. So long as Lessee shall not be in default under this lease it shall be entitled to the possession and use of the leased equipment in accordance with the terms of this lease. The Lessee shall not, without Lessor's prior written consent, part with possession or control of the Equipment or attempt to sell, pledge, assign, mortgage or otherwise encumber any of the Equipment or attempt to purport to sell, pledge, assign, transfer or otherwise dispose of or encumber any interest under this lease.

6. Lessee's Covenants. The Lessee covenants and agrees to keep and maintain the Leased Equipment in good state of condition and repair, reasonable wear and tear excepted;

7. No Warranties. LESSOR NOT BEING THE MANUFACTURER OF THE EQUIPMENT, NOR MANUFACTURER'S AGENT, MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, DESIGN OR CONDITION OF, OR AS TO THE QUALITY OR CAPACITY OF THE EQUIPMENT OR WORKMANSHIP IN THE EQUIPMENT, NOR ANY WARRANTY THAT THE LEASES PROPERTY WILL SATISFY THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT WHICH PROVIDED FOR SPECIFIC EQUIPMENT OR OPERATORS, OR SPECIAL METHODS, IT BEING AGREED THAT ALL SUCH RISKS, AS BETWEEN THE LESSOR AND THE LESSEE ARE TO BE BORNE BY THE LESSEE AT ITS SOLE RISK AND EXPENSE. The Lessor hereby assigns to the Lessee for and during the lease term with respect to the Equipment, any warranty of the manufacturer, expressed or implied, issued on the equipment.

No oral agreement, guaranty, promise, condition, representation or warranty shall be binding; all prior conversations, agreements or representation related hereto and or to the Equipment are integrated herein, and no modification hereof shall be binding unless in writing signed by the Lessor.

SECTION V: Lease (continued)

8. Identification of Lessor. Lessee shall identify and save Lessor harmless from any and all liability, loss, damage expense, causes of action, suits, claims or judgments arising from injury to person or property resulting from or based upon the actual or alleged use, operation, delivery or transportation of any and all of the Equipment or its location or condition; and shall, at its own cost and expense, defend any and all suits which may be brought against Lessor, either alone or in conjunction with others upon any such liability or claim or claims and shall satisfy, pay and discharge any and all judgments and fines that may be recovered against Lessor in any such action or actions, provided, however, that Lessor shall give Lessee written notice of any such claims or demand.

9. Loss or Damage of Equipment. The Lessee shall bear all risk of loss, damage, or destruction of the Equipment during the entire lease term. In the event that any Equipment is damaged but is capable of being repaired and restored to substantially its former condition, the Lessee shall effect such repair. If the estimated cost of such repairs exceeds the then Estimated Fair Market Value of such Equipment, the Lessee is not obligated to repair the Equipment.

10. Right to Inspection. Lessor shall have the right from time to time during reasonable business hours upon twenty-four (24) hour written request to enter upon the Lessee's premises or elsewhere for the purpose of confirming the existence, condition, and the proper maintenance of the Leased Property.

11. Early Termination of Government Contract. Upon the termination of the contract between the Lessor and the Commonwealth of Massachusetts and/or its agencies, division or departments, any equipment that has not been fully depreciated may be subject to the return of the Equipment to the Commonwealth of Massachusetts, transferred to a third party or may be retained or sold by the Lessor after the payment of the remaining value of the item not fully depreciated to the Commonwealth of Massachusetts. The Lessee understands that the Commonwealth of Massachusetts has the sole and exclusive authority to determine the disposition of the equipment and that the equipment may have to be returned to the Lessor, the Commonwealth of Massachusetts or transferred to a third party designated by the Commonwealth of Massachusetts.

12. Exclusion of Oral Statements. This instrument contains all of the agreements of the parties. No oral or other statements, proposals, or agreements shall be binding on either of the parties hereto.

13. Choice of Law. This lease and agreement shall be deemed to have been executed and entered into in the Commonwealth of Massachusetts and shall be construed, enforced and performed in accordance with the laws thereof without regard to its rules as to conflict of laws.

14. Notices. Any notice which may be required or desired to be given hereunder from either of the parties to the other shall be made as provided:

A. To the Lessor:

Easter Seals Massachusetts
18 Chestnut Street, Suite 200, Worcester, MA 01608

B. To the Lessee:

At the address listed below.

15. Severability. If any term of the lease or the application thereof to any person, entity or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such terms to persons, entities, or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Applicant Signature

Date

DOCUMENTS TO ACCOMPANY LONG-TERM DEVICE LOAN APPLICATION

Applications cannot be processed until the application is complete and all required documentation is received.

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Formal written quote on the vendor's company letterhead

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Identification (includes one of the following, cannot be expired)

- ☐ US Driver's License (in or out of state)
- ☐ US Passport (including signature portion)
- ☐ US Armed Forces Identification
- ☐ Identification issued by a state agency (e.g. Registry of Motor Vehicles)

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Proof of Massachusetts Residency (includes one of the following, cannot be expired)

- ☐ Massachusetts Driver's License
- ☐ Voter's Registration
- ☐ Prior or current month's utility bill in your name
- ☐ Non-driver's, state-issued identification

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Proof of Qualifying Income (include one of the following)

- ☐ Previous month's bank statement
- ☐ Copy of last year's IRS Tax Return
- ☐ Benefit Award Letter from one or more of the following:
 - Emergency Aid to Elders, Disabled, and Children (EAEDC)
 - SNAP
 - Head Start
 - MassHealth (Medicaid)
 - National School Lunch Program
 - Public Housing
 - School Breakfast Program
 - Supplemental Security Income (SSI)
 - Transitional Aid to Families with Dependent Children (TAFDC)
 - MA Needs-based Veterans Benefits (Chapter 115)
 - Veterans Non-Service Connected Disability Pension
 - Fuel Assistance
 - Women, Infants and Children (WIC)
 - Other _____

**Proof of benefits include either a copy of the program ID card or a copy of the certifying agency's acceptance/award letter.*

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Proof of Disability (includes one of the following)

- ☐ SSDI Award Letter
- ☐ Letter from a health care professional stating the nature of the disability

Prior to submitting, please make sure that you:

- ☐ Completed all parts of the application
- ☐ Signed and dated the application in ink where needed
- ☐ Initialed the bottom of each page
- ☐ If you have a Power of Attorney authorized to sign for you, please send the POA document with this application