

Wheelchair Loan Agreement

I, _____ (or a legal representative of _____), (the “**Resident**”) accept the loan of a wheelchair described as a _____ (the “**Wheelchair**”) from _____
_____ [ensure that the proper legal description of the care home is set out here] (the “**Care Home**”) on the following terms and conditions (the “**Agreement**”):

1. at all times the Wheelchair is the property of the Care Home and must be returned to the Care Home at the Care Home’s request for any reason including:
 - a. servicing, maintenance, repair, adjustments, disinfection, or cleaning;
 - b. reallocation of the Wheelchair to another resident based on an assessment of resident needs or eligibility;
 - c. the Resident’s tenancy at the Care Home has come to an end; or
 - d. misuse or a breach of this Agreement;
2. the Resident shall use the wheelchair for their own personal mobility only;
3. the Resident shall not sell, loan, rent, or lease the Wheelchair to any other person;
4. the Resident shall not pledge the Wheelchair as security, or identify it as a personal asset, in a financial loan or similar agreement;
5. the Resident shall not alter or modify the Wheelchair in any manner including removing, erasing, or defacing identification stickers, tags, manufacturer’s instructions, or warnings;
6. the Resident is responsible for the reasonable care of the Wheelchair which includes:
 - a. storing the Wheelchair in a secure manner and in a way that protects the Wheelchair from theft, loss, unauthorized use, or damage; and
 - b. using the Wheelchair in accordance with the manufacturer’s instructions and in a careful and prudent manner;
7. the definitions of basic, modified basic and specialized/custom wheelchairs as set out in the *Home and Community Care Policy Manual*, chapter 6.F.1, apply to this Agreement;
8. where temporary modifications are indicated by a therapist employed by _____ (the “**Care Home**”) and subsequently made to the Wheelchair for the Resident’s personal exclusive use (a “**Modified Basic Wheelchair**”), the costs of those modifications will be a chargeable extra;
9. where permanent, customized or specialized modifications are made to the Wheelchair for the Resident’s personal exclusive use (a “**Customized/Specialized Wheelchair**”), the Customized/Specialized Wheelchair will be a chargeable extra;

10. the Wheelchair is for the Resident’s personal exclusive use only during the period of residency at the Care Home, and while the Resident meets the eligibility criteria for publicly subsidized residential care services and the wheelchair benefit, as described in the *Home and Community Care Policy Manual*.
11. The Wheelchair must be returned in its original condition, as it is in on the date of this Agreement;
12. if the Wheelchair is lost or stolen, or suffers damage beyond regular wear and tear, due to a failure to store or use the Wheelchair with reasonable care, the costs associated with the repair, cleaning or replacement of the Wheelchair will be a chargeable extra;
13. the Resident must be notified in advance of the chargeable extras as described in this Agreement and consent prior to the invoicing of chargeable extras under this Agreement;
14. the Resident releases the Care Home, its affiliates, subsidiaries, and respective directors, officers, agents, and employees of and from any and all claims, demands, losses, liabilities, causes of action, costs and actions of any kind whatsoever arising from, by reason of, or relating to any bodily injury or property damage caused by the Resident’s use of the Wheelchair, whether caused by acts or omissions of the Resident or others; and
15. in relation to the Resident’s use of the _____(the “**Wheelchair**”), the Resident agrees to indemnify and save harmless the Care Home, its affiliates, subsidiaries, and respective directors, officers, agents, and employees of and from any and all claims, demands, losses, liabilities, causes of action, costs and actions of any kind that may be brought by any assignee of a claim, right or the like that would otherwise be hereby released.

By signing below, I acknowledge that I have read and fully understood the terms and conditions of this Agreement and that I accept all of these terms and conditions.

Signature of Resident or their Legal Representative

Date

Printed name of Resident or their Legal Representative