



**FLORIDA TELECOMMUNICATIONS RELAY, INC.**

**CONDITIONS OF ACCEPTANCE**

**OWNERSHIP**

Equipment is provided to residents of the State of Florida for their use but remains the property of FTRI. It is the responsibility of the individual using this property to care for it and to return it to FTRI if they are no longer a Florida resident. **The applicant agrees to protect the equipment from damages caused by rain, heat and physical abuse and maintain care of original box, container, accessories and instruction manual. If equipment is abused, the applicant can be held financially responsible for replacement or refurbishment cost.** \_\_\_\_\_

(applicant's initials)

**THEFT/FIRE**

In the event equipment is stolen or destroyed, the applicant will be required to provide a copy of the police/sheriff/fire report before a replacement will be issued. If the loss is covered by insurance the proceeds from any claim will be forwarded to FTRI at the address below.

**LOST**

If the equipment is lost, the applicant must write to FTRI at the address below. The applicant understands that he/she will not be immediately issued (loaned) a replacement piece of equipment.

**DAMAGE/REPAIR**

Should the equipment fail, the applicant is responsible for contacting FTRI, or a local regional distribution center. If equipment is damaged, the applicant will **NOT** try to repair or disassemble. FTRI or a local regional distribution center is responsible for replacing equipment in need of repair. DO NOT CALL THE LOCAL TELEPHONE COMPANY FOR REPAIRS OF FTRI EQUIPMENT.

**TRAVEL**

The applicant understands that this equipment is the property of FTRI. The applicant can travel out of Florida with equipment for no more than 90 consecutive days.

**CHANGE OF ADDRESS/MOVING**

The applicant is responsible for notifying FTRI of any change in address or telephone number within twenty (20) business days. If the applicant moves out of the State of Florida, he/she must contact FTRI or a local regional distribution center at least three (3) weeks **BEFORE** he/she leaves the State of Florida for instructions on returning equipment.

**SALE OR LOAN**

Because the equipment is the property of FTRI, the applicant will not sell it. The applicant will not give it or loan it to others. The applicant understands that if the equipment is sold or loaned, the applicant can be held responsible for replacement cost.

**FALSE STATEMENT**

The applicant understands that it is against the law to file false statement regarding loss, damage or stolen property. The applicant further understands that false statements filed by the applicant can result in loss of participation in the program. **The applicant does hereby swear and depose that he/she is a legal citizen of Florida and has a hearing loss, speech impairment or dual sensory impairment, such that the use of assistive listening devices obtained from this specialized equipment telecommunications program is medically necessary and does not already have specialized equipment from this program.** \_\_\_\_\_

(applicant's initials)

**LIABILITY AND LIMITATION OF RESPONSIBILITY**

The undersigned agrees to defend and indemnify FTRI from any and all claims, damages and expenses arising out of use or misuse of the equipment by anyone. FTRI does not make any representation as to the merchantability of the specialized equipment and assumes no responsibility or liability for the use or performance of the equipment. FTRI does not extend any warranties of merchantability of fitness for particular service in connection with the transfer of this equipment. The user of the equipment is responsible for the use and operation of equipment received by him/her.

**DENIAL**

Failure to comply with these Conditions of Acceptance can result in the applicant's being denied participation in the Specialized Telecommunications Equipment Distribution Program.

Having read the above conditions or having had them explained to me, I agree to comply with (follow) all of the conditions. I further understand that this in no way impinges on (interferes with) my ability to use the Florida Relay Services.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Guardian

\_\_\_\_\_  
Date