Ridgewood Pediatric Therapy Associates, LLC

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SOLISTEN AGREEMENT WITH CLIENT FOR

HOME USE OF THE SOLISTEN PROGRAM, A PRODUCT OF TOMATIS DEVELOPMENT

This agreement is written in three parts:

\* Part 1: your agreement to undertake the program;

\* Part 2: your agreement to pay for the program with your payment choice;

\* Part 3: your agreement to protect the listed equipment you will use for the program.

**Part 1: Listening Agreement**

1. I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, agree that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will (for child) / (or if adult) I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ agree to/ undertake the Solisten Training Program for 60 hours. These sessions will consist of listening for 2 hours daily to music, using the Solisten device for 15 consecutive days. After a break of 15 days, the program will continue with the commitment of 2 listening hours daily for a final 15 consecutive days. Success of the program is based on consistent and concurrent listening.

2. The following are your scheduled dates for the Solisten Program:

 \* Session 1: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \* Session 2: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. If listening is missed due to illness, I will consult with my designated Consultant, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at RPTA for determine if I may continue my program concurrent with my session or if I must make it up at a later date. This decision is based on other on-going commitments of the Solisten equipment. RPTA understands that these situations occur and will do our best to accommodate these unexpected occurrences.
2. If listening is missed due to forgetting or lack of desire, I will consult with RPTA to determine the next action to be taken. If the program is terminated for this reason, the client forfeits the full expense of the program and no funds will be returned to the client. If the client elects to continue their program at the center with the center based Tomatis method, some of the funding will be allocated to the cost of the center based program. This amount will be determined at the time and date of the new decision.
3. I understand that the listener is able to draw, paint, write, play sedentary games, or occupy him or herself as he/she wishes during the listening time except for the following activities: reading, eating (including chewing gum), watching television, Playstation, Wii, Gameboy, X-Box, sleeping, using a computer, having other music playing in the background, playing with electronic toys that make sounds, driving a vehicle, or heavy physical activity such as running, jumping, playing sports, bike riding, rough housing, swinging, etc. I also understand I may follow these activities as long as I respect the equipment and my activities are within range of the equipment. This includes ensuring the headphones and Solisten device are not handled roughly or pulled in any way. Please do not listen to any other music via headphones (i.e. ipod) during the entire 15-day listening sessions.

**Part 2: Financial Agreement and Payment Choice**

* I understand the cost of the 60-hour program is $1500.00, broken up into 2 payments of $750.00 each.
* The initial payment of $750.00 before receiving equipment.
* The second payment of $750.00 before the start of second program.
* BOOSTER program available, in addition, for $750.00.
* I will provide RPTA with payment in full for each 15-day listening session prior to receiving the equipment as described above.
* If I do not return the equipment by the agreed date, I will be charged a $50 per day late fee. RPTA has other clients waiting for equipment and this results in making others wait another day, in addition to a loss of funding for RPTA.
* If equipment is delivered by shipping, I agree to pay for all shipping costs, I will return the equipment to RPTA in the same materials in which the equipment was originally sent. The equipment is fragile and needs to be well packed. Federal Express does shipping, if I choose another shipper, I must first obtain permission from RPTA.
* If the pieces of equipment are damaged in any way, the client will be responsible for replacing the piece of equipment damaged. Solisten Mointor/Program - $2600.00, Wire - $20.00.

**Part 3: Agreement to Protect Equipment:**

I understand the Solisten if sensitive, electronic equipment. I agree to protect it from material harm or loss while it is in my care. The equipment I will receive for on listener is:

* One Solisten Device in its case,
* One set of headphones with cord that connects to the Solisten device
* One power supply and/or USB cord to charge the Solisten device
* User instructions for operating the Solisten device.

I will abide by the following general precautions while the Solisten device is in my care:

* Do not put the listening device under direct sunlight or any heat source.
* Do not put the listening device beside metal (coins, hair pin, etc.) or flammable material.
* Be careful not to drop the listening device in order to prevent damage to the hard disk or the LCD screen.
* Do not expose the listening device to mist, dust, coal smoke; extreme changes in temperature, or else the listening device may get damaged.
* Do not immerse the listening device or headphones in in water, as this will damage it.
* Avoid hitting the listening device or headphones with hard objects, avoid shaking the listening device or headphones, and attempt to repair the listening device or headphones, or change the design of the listening device.
* Do not change any settings on the Solisten device.
* Listen only to the assigned/designated program prescribed by RPTA.

The value of this equipment is $2,600.00.

To protect the financial value of the equipment, I will provide my credit card number (which will not be charged unless damage/loss occurs). This is to ensure that the cost of the Solisten equipment is covered should damage or loss occur.

The following are the dates and times for the Solisten program:

Session 1:

Session 2:

Booster / Session 3: (optional):

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. This Agreement is executed and delivered by the parties hereto on and as of the date provided below.

The undersigned have thoroughly read and understand all aspects of this Agreement and the responsibilities herein defined.

A. RPTA: For the Client/Caregiver of Client:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: Rose Santos Martinez Signature

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Printed Name: Printed Name

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Credit Card Number:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Visa/MC/Amex Exp. Date: \_\_\_\_\_\_\_\_\_

 Cardholder Signature/Name:

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