



Better BedRest, Inc.

### **AGREEMENT OF GRANT APPLICANT**

By signing this Agreement, I, the undersigned applicant for a grant in an amount not to exceed \$500.00 (the “Grant”) from BETTER BEDREST, INC. (“Better Bedrest”), hereby agree with Better Bedrest as follows:

1. I represent that I reside at the address stated under my signature below (the “Service Address”) and that the Service Address is my primary residence.

2. I understand that the amount of the Grant will not exceed \$500.00 or such other amount that may be designated in writing from time to time by Better Bedrest (the “Grant Limit”). I also understand that the Grant is to be considered a one-time payment and not a per bill or per month amount.

3. If I am awarded the Grant, I will use the Grant funds only for payment of my water, gas, food, daycare bill, rent, mortgage, medical, electric, telephone bill(s) or other bill that may be approved by Better BedRest, Inc. (“Bill(s)”).

4. I understand that, to be considered for a Grant, I must provide Better Bedrest with an original of the Bill to be paid from the Grant funds. Any Grant Application must: (a) be submitted with a copy of a letter from my physician confirming that I am on pregnancy bedrest; and (b) clearly show the amount of the Bill due, the date due and that such service is provided in my name or the name of a spouse or blood relative at the Service Address.

5. Upon receiving a Bill, Better Bedrest will determine, in its sole and absolute discretion, whether Better Bedrest has sufficient funds available to fund my Grant request. I understand that the decision of Better Bedrest to grant or reject my Grant application, or to pay or not pay any particular Bill, will be in Better Bedrest’s sole and absolute subjective discretion.

6. If, and only if, Better Bedrest does accept my Grant request, then Better Bedrest will pay the Bill(s) as to which the request applies, up to a total collective amount not to exceed the Grant Limit.

7. Upon receiving a Bill, Better Bedrest may (but is not required to) verify the Bill(s). I acknowledge that the information provided by me is not intended to be of a confidential nature and that Better Bedrest will never be required to keep it confidential and will never be responsible for its dissemination to any third party. Further, Better Bedrest may share any and all such information provided by me with any third party, as Better Bedrest deems necessary or appropriate in connection with my Grant request. Finally, Better Bedrest will never be required to take any action(s) to ensure the privacy of me and/or the information provided by me.

8. If I fail to fully comply with any of the above requirements, or if any information on my application is inaccurate, or if any Bill is improper or does not comply with the requirements of this Agreement, then, in any such event, upon demand by Better Bedrest, I will immediately repay all of the Grant funds to Better Bedrest. Better Bedrest will determine, in its sole and absolute discretion, whether or not I am in full compliance with this Agreement. Reimbursement of the Grant funds will be in addition to any other right and/or remedy to which Better Bedrest may be entitled at law and/or in equity.

9. If Better Bedrest retains legal counsel to enforce my obligations under this document, I will reimburse Better Bedrest for all legal and court costs and expenses, as well as all other reasonable costs and expenses incurred by Better Bedrest in the course of enforcing its rights under this Agreement.

10. I understand that payment by Better Bedrest of any Bill will never act as a waiver by Better Bedrest of its rights to enforce this Agreement.

11. By providing a Grant to me, Better Bedrest is not assuming my obligations to pay any bills and is not otherwise assuming any liability of mine. Better Bedrest is not entering into any agreement with, or making any promise or commitment to, any provider, any other individual who may reside at the Service Address, or any other third party. No such third party will be considered a third party beneficiary of this Agreement or of any Grant provided by Better Bedrest. Any Grant provided to me by Better Bedrest is solely for my benefit.

12. I will never assume that Better Bedrest will timely pay any Bill(s) on my behalf, regardless of whether or not I have provided such Bill to Better Bedrest for consideration of payment and regardless of whether or not the Grant Limit has been reached.

13. I hereby (on my own behalf and on behalf of any other party who may reside at the Service Address) waive any claim, loss, damage, right and/or or remedy that I (or any such other party) may now or may ever have against Better Bedrest, and its board members, officers, employees and/or any other party related or affiliated in any respect to Better Bedrest, in connection with or arising out of this Agreement, the Grant, any Bill and/or the Service Address whatsoever (including, without limitation, for personal injury, death, third party acts and/or property damage).

I have signed this Agreement on the date indicated below, with the understanding that this is a legally binding agreement.

\_\_\_\_\_  
Signature (x)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State and Zip Code

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