



SUBSCRIBER INFORMATION FORM

10321 South Beckstead Lane South Jordan, Utah 84095
801-571-4121, 800-688-9576 FAX 801-571-4606

OFFICE	
Date	Attachments
Provider ID#	Unit ID #

PLEASE FILL IN THE FOLLOWING SUBSCRIBER INFORMATION

Subscriber name (last, first)				Medical History of Major Illnesses: Arthritis, Diabetes, Heart, High Blood Pressure, Falling															
Address				Medical Allergies:															
City	State	Zip Code	Referred by:	Physician: Name			Telephone			Hospital Preference									
Telephone Number		Forced Entry OK? <small>circle one</small> Y N		Date of Birth		RA Model:	PHB#1	PHB#2	Smoke#1	Smoke#2	Phone Cord	Power Cube	Special Language Needs						
Payment Plan:	Purchase	New	Used	Rental	Other	Service Plan:	Standard	R.A.Minder	Check-In	Inactivity	Other	Change	New	Check in Times	#1	#2	#3	#4	#5

PLEASE FILL IN THE FOLLOWING NEXT OF KIN CONTACT OR BILLING INFORMATION (please circle appropriate response)

Responsible Party name (last, first)			Relationship to Subscriber			Telephone number daytime										
Address						Telephone number evening										
City	State	Zip Code				Notes										

NOTES, SPECIAL INSTRUCTIONS IF NO VOICE CONTACT, ETC:

PLEASE FILL IN THE FOLLOWING RESPONDER INFORMATION

#1	KEY	Type: Regular	Must Know	Police	EMS	RESPONDER NAME (LAST, FIRST)				RELATIONSHIP			
						Telephone Number 1	Notes	Telephone Number 2	Notes	Telephone Number 3	Notes	Telephone Number 4	Notes
#2	KEY	Type: Regular	Must Know	Police	EMS	RESPONDER NAME (LAST, FIRST)				RELATIONSHIP			
						Telephone Number 1	Notes	Telephone Number 2	Notes	Telephone Number 3	Notes	Telephone Number 4	Notes
#3	KEY	Type: Regular	Must Know	Police	EMS	Responder name (last, first)				Relationship			
						Telephone Number 1	Notes	Telephone Number 2	Notes	Telephone Number 3	Notes	Telephone Number 4	Notes
#4	KEY	Type: Regular	Must Know	Police	EMS	Responder name (last, first)				Relationship			
						Telephone Number 1	Notes	Telephone Number 2	Notes	Telephone Number 3	Notes	Telephone Number 4	Notes
#5	KEY	Type: Regular	Must Know	Police	EMS	Responder name (last, first)				Relationship			
						Telephone Number 1	Notes	Telephone Number 2	Notes	Telephone Number 3	Notes	Telephone Number 4	Notes

SERVICE COST INFORMATION

Monthly Rental Fee (\$) + Monthly Service Fee (\$) =		Monthly Fee		\$	
Replacement Cost of Rental Unit \$				Installation Fee				\$	
Added Accessories \$				Shipping and Handling				\$	
Purchase Price \$				Monthly Taxes \$		Taxes Today		\$	
Payment method		Cash	Check	Charge card		VISA		MC	
		Security	First Time	Monthly		Expiration		Total Due \$	
Subject to the terms and conditions on the reverse side							Date		
Program Provider							Date		

RESCUE ALERT SUBSCRIBER MONITORING AGREEMENT

1. **PARTIES AND SERVICES:** The undersigned, (SUBSCRIBER) hereby contracts with Rescue Alert, Inc. (RESCUE ALERT), for monitoring of a personal emergency response system (UNIT). RESCUE ALERT is in the business of providing telephonic monitoring services for subscribers who have a UNIT on their premises. The SUBSCRIBER understands that RESCUE ALERT must know and have on record basic information about the SUBSCRIBER, as well as other emergency response information necessary to enable RESCUE ALERT to attempt to contact emergency responders. The SUBSCRIBER acknowledges that it has completed the Customer Information Form which provides certain information, and that RESCUE ALERT, in performing its obligations under this contract, will solely rely on the information provided by SUBSCRIBER. Under the terms of this Agreement, RESCUE ALERT'S sole and only obligation under this Agreement shall be to monitor signals received by means of the UNIT located on SUBSCRIBER'S premises and to respond thereto. RESCUE ALERT, upon receipt of a signal, shall make every reasonable effort to transmit notification promptly to persons and/or police, fire or other authorities, whose names and telephone numbers are provided to RESCUE ALERT by SUBSCRIBER, unless there is reason to assume that an emergency condition does not exist. **Use of Rescue Alert Products and services will signify Subscriber's acceptance of the terms and conditions stated herein.**
2. **TERM:** This Agreement will remain in effect until canceled by any party upon thirty (30) days written notice.
3. **SUBSCRIBER'S DUTIES:**
 - A. Provide and be responsible for suitable electrical and telephone service to allow installation and operation of the UNIT.
 - B. Make no alterations or repairs to the UNIT.
 - C. Any movement of the UNIT must comply with RESCUE ALERT'S installation instructions.
 - D. Allow access to inspect the UNIT, to provide necessary maintenance, and to remove the UNIT after default or after termination of the Agreement.
 - E. Do not cause repeated or frequent inadvertent, nor any willful false alarms.
 - F. Provide access by responders to your premises.
 - G. Keep the Customer Information Form and SUBSCRIBER information current.
 - H. Periodically test the UNIT for operation and cooperate with RESCUE ALERT in its testing of the UNIT.
 - I. If the SUBSCRIBER has two or more telephone extensions on the premises using the same telephone number, and if one of these telephones is off hook or otherwise in use, the UNIT will not operate without installation of an RJ31X connection by the telephone company. It is the SUBSCRIBER'S responsibility to have this device installed if so desired. The SUBSCRIBER acknowledges that signals are transmitted using electrical power and over telephone company lines which are wholly beyond the control and jurisdiction of RESCUE ALERT and in the event the telephone service is out of service or disconnected, the UNIT will not operate. Furthermore, SUBSCRIBER also understands that RESCUE ALERT is not responsible for any monitoring during periods when RESCUE ALERT'S telephone lines are not working, or under any condition which would make it impossible to send a normal telephone call from RESCUE ALERT'S place of business.
4. **CHANGES TO CUSTOMER INFORMATION FORM:** RESCUE ALERT will accept changes to the Customer Information Form by telephone or in writing (telephone calls and alarms may be recorded).
5. **FAILED RESPONSE:** RESCUE ALERT shall not be responsible for losses or damages suffered by SUBSCRIBER, which are caused by delay in response time or failure to respond by any person or authority notified by RESCUE ALERT according to SUBSCRIBER'S instructions.
6. **INTERRUPTION OF SERVICE:** RESCUE ALERT assumes no liability for interruption of monitoring services due to strikes, riots, floods, storms, earthquakes, fires, power failures, and interruption of telephone service, acts of God, or any other cause beyond RESCUE ALERT'S control including, without limitation, the activities of the SUBSCRIBER or any third party. RESCUE ALERT will not be required to supply monitoring services to the SUBSCRIBER during which the interruption of service due to any such cause may continue.
7. **FALSE ALARMS:** In the event that an excessive number of false alarms, as deemed by RESCUE ALERT, are caused by the SUBSCRIBER'S or a third party's carelessness, malicious or accidental use, RESCUE ALERT in its sole discretion may deem same to be a material breach of the contract on the part of the SUBSCRIBER, and at its option, in addition to all legal remedies available, be excused from further performance of its obligations under this Agreement upon giving of ten (10) days written notice to the SUBSCRIBER. In the event a fine, penalty or other fee is assessed against RESCUE ALERT by any governmental or municipal agency as a result of any alarm originating from SUBSCRIBER'S premises, SUBSCRIBER agrees to reimburse RESCUE ALERT in that amount.
8. **PAYMENT:** SUBSCRIBER agrees to pay a monthly monitoring service fee to RESCUE ALERT on or before the tenth day after the date of invoice. If monitoring service is provided for any part of a month, the fee for the entire month is due and payable. All late payments shall be charged interest computed on a daily basis from the due date until paid in full at the rate of one and one-half (1-1/2%) percent per month or the maximum rate permitted by law, whichever is less. SUBSCRIBER also agrees to pay all collection and attorney fees for costs of collection of all monies due to RESCUE ALERT. Should SUBSCRIBER'S account become more than thirty (30) days past due, service may be suspended until SUBSCRIBER pays a thirty dollar (\$30) reactivation charge and brings the account current. In the event that amounts due by SUBSCRIBER to RESCUE ALERT hereunder are not paid in full within thirty (30) days of the date upon which such payment is due, RESCUE ALERT may terminate this Agreement and all monitoring services by written notice. Such termination shall be effective upon mailing.
9. **UNIT REPAIRS:** If the UNIT malfunctions, SUBSCRIBER agrees to notify RESCUE ALERT immediately and deliver the UNIT to RESCUE ALERT; however, in the event the UNIT is within the service area of RESCUE ALERT, RESCUE ALERT may, at its option, pick up the UNIT at RESCUE ALERT'S then-current service fee or send a courier for pickup of the UNIT. All repairs shall be performed in a timely and workmanlike manner.
10. **INDEMNIFICATION:** The SUBSCRIBER agrees to and shall indemnify, defend and hold harmless RESCUE ALERT and its employees or agents for and against all claims brought by parties other than the parties to this Agreement (including without limitation, claims by responders, other emergency personnel and persons whose property is in the custody of the SUBSCRIBER). This provision shall apply to all claims regardless of cause, including RESCUE ALERT'S performance or failure to perform, and includes defects and installation, service operation or non-operation of the UNIT.
11. **WARRANTIES AND DISCLAIMER:** It is understood and agreed that RESCUE ALERT is not an insurer, and that insurance, if any, shall be obtained by and be the sole responsibility of SUBSCRIBER and that the amounts payable to RESCUE ALERT hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of life and property located on SUBSCRIBER'S premises. The parties hereto agree that it is impractical and extremely difficult to repair the actual damages, if any, that may proximately result, from failure on the part of RESCUE ALERT to perform any of its obligations hereunder, specifically including without limitation any act or omission relating to downloading technology monitoring goods or services. The SUBSCRIBER agrees that RESCUE ALERT shall be exempt from liability for loss or damages due directly or indirectly to occurrences, or consequences therefrom, which the service or system is designed to detect or divert, that if RESCUE ALERT shall be found liable for loss or damages due to a failure to service in any respect, its liability shall be limited to replacement or repair of any defective equipment or to a sum equal to one-half (2) of the annual service charge paid by the SUBSCRIBER or Two Hundred Fifty Dollars (\$250) as liquidated damages and not as a penalty, whichever is greater and the choice of which shall be at the sole discretion of RESCUE ALERT. As the exclusive remedy, the provisions of this paragraph shall apply, if loss or damage, irrespective of cause or origin, results directly or indirectly to person or property from performance or non-performance or obligations imposed by this contract or from negligence, active or otherwise, to the company, its agents or employees. Provided; however, that in no event shall RESCUE ALERT be liable for consequential or incidental damages. It is specifically understood that RESCUE ALERT disclaims the implied warranty of merchantability and any implied warranties of fitness for any particular purpose. SUBSCRIBER understands and agrees that RESCUE ALERT makes no warranties other than those expressed in writing by RESCUE ALERT and that no representative of RESCUE ALERT has any authority to make any additional express warranties or otherwise vary the terms of this Agreement.
12. **ASSIGNMENT:** This Agreement may not be assigned by the SUBSCRIBER except upon written consent of RESCUE ALERT, first obtained.
13. **GOVERNING LAW:** This Agreement is to be governed by the laws of the State of Utah.
14. **NOTICES:** Any notices required to be given by each of the parties to this contract to the other must be in writing and mailed by certified mail, return receipt requested, addressed to the party at the address shown in this contract.
15. **ENTIRE CONTRACT:** The parties hereto agree that this Agreement contains the entire understanding and final expression of agreement between the parties, that only representations contained herein are binding on the parties, and that no prior statements or representations of any type shall be received in evidence or otherwise used to vary the express terms set forth herein. It shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. This Agreement may be amended only in a writing signed by the parties, and no oral modification of this Agreement shall be enforceable.
16. **RETURN OF UNIT (Renters Only):** SUBSCRIBER hereby agrees to rent and be liable for the UNIT until it is returned to RESCUE ALERT'S service center (documented by issuance of a written receipt.)
17. **EVIDENCE OF INSURANCE (Renters Only):** SUBSCRIBER certifies that it carries insurance against fire, theft and any damage beyond normal use in the amount of the replacement price at the time the UNIT was originally placed on the SUBSCRIBER'S premises.
18. **DEPOSIT (Renters Only):** RESCUE ALERT agrees to refund the deposit when all equipment is returned to RESCUE ALERT'S service center (documented by issuance of a written receipt). All or part of the deposit may be retained by RESCUE ALERT if the UNIT is damaged beyond normal use or for collection of any and all monies due to RESCUE ALERT in accordance with the terms of this Agreement.
19. In the event any portion of this Agreement is deemed unenforceable or void by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.
20. **CAUTION AGAINST CHANGES OR MODIFICATION:** The transmitter carried by the SUBSCRIBER and the receiver located within the UNIT are required to comply with FCC Rules and Regulations as Part 15 devices. As such, they have limited transmitted power, and therefore limited range. A receiver cannot respond to more than one transmitted signal at a time and may be blocked by radio signals that occur on or near their operating frequencies, regardless of code settings. Changes or modifications to the device may void FCC compliance and render the UNIT inoperable. Infrequently used radio links should be tested regularly to protect against undetected interference or fault.