



Agreement for Leasing and Monitoring of SAIL S.O.S.

Madison Area Continuing Care Consortium, Inc.
SAIL – Supporting Active Independent Lives
SAIL S.O.S.™ Sense of Security
6201 Mineral Point Road
Madison, WI 53705
(608) 230-4321

Agreement made this _____ day of _____, by and between SAIL – Supporting Active Independent Lives (SAIL), a program of Madison Area Continuing Care Consortium, Inc. (MACCC), hereinafter called the “PROVIDER” and

Subscriber Name _____

Subscriber Address _____

City & State _____ Zip _____

Home Phone # _____ Cell # _____

(Hereinafter called the “SUBSCRIBER”)

The Parties agree as follows:

1. System

During the term of this Agreement, the Provider agrees subject to the terms and conditions of this Agreement, to furnish, install and maintain within the premises of the Subscriber, a “System” as hereinafter defined. The parties hereto agree and understand that all equipment comprising the System shall remain the property of the Provider.

2. Rates

In consideration of the installation and operation of the System, the Subscriber hereby agrees to pay to the Provider, the following:

Initial Installation Charge: \$40.00 (\$20.00 if replacing an existing system)

Monthly Leasing/Monitoring Charge: \$25.95 (SAIL member rate: \$20.00)

Subscriber will be billed monthly. (Partial months of service will be pro-rated.) The monthly Leasing Charge shall be paid by Subscriber within ten days of receipt of an invoice from Provider. Subscriber may prepay additional months of service, if preferred. Subscriber has the right to discontinue the monitoring service, and shall provide written or verbal notice of intent to terminate, at least thirty (30) days prior to desired date of discontinuation.

3. Rate Adjustment

Provider reserves the right to increase or decrease the monthly leasing charge, provided the Provider gives the Subscriber thirty (30) days prior written notice. If the new rates are not acceptable to Subscriber, the Subscriber may elect in writing to terminate this Agreement prior to expiration of the 30 day period.

4. Repairs

The Subscriber is solely responsible for the cost of repairing or replacing the System if damaged or destroyed by the acts or omission of the Subscriber. In the event Subscriber requests a service call be made to repair or correct a problem with the System, and if the cause of the problem was due to the Subscriber use, Subscriber agrees to pay Provider for a service call at the then prevailing service call rate. In the event the System needs to be replaced and the cause of the replacement was due to the Subscriber, Subscriber agrees to pay replacement costs not to exceed the actual cost to Provider.

5. Forcible Entry

Subscriber authorizes the Provider or its Agents, at its sole discretion, to use forcible entry to gain access to Subscriber's premises in the event the System emits a signal to the Monitoring Site and the Provider is unable to reach the Subscriber and/or Responders. Subscriber does hereby release Provider and its Agents from any and all liability whatsoever as a result of forcible entry.

6. Updated Medical Data and Responder Information

The Subscriber shall be responsible to communicate with the Provider for the purpose of updating the medical data information and/or Responder information as soon as these occur.

7. Monitoring

The Provider shall provide the monitoring of the System by acknowledging signals from the in-home console installed in the Subscriber's premises. The Provider shall attempt to establish two way communication with Subscriber and if unable, will seek to contact one or more of the responders designated by the Subscriber on the SAIL S.O.S. Subscriber Information Form and/or 911, depending upon Subscriber instructions. If Provider is unable to reach responders, 911 will be called. The Subscriber or his/her designee agrees to notify the Provider of his/her disposition with regard to any System signal incident within twenty-four (24) hours.

8. Telephone Equipment

The Provider is authorized to install or have installed on the premise an RJ31X jack or other telephone equipment used in the operation of this System if requested by Subscriber. IF THE RJ31X JACK IS NOT ORDERED BY THE SUBSCRIBER, AND THERE IS MORE THAN ONE TELEPHONE IN THE HOME, THE SUBSCRIBER UNDERSTANDS THAT SHOULD ONE OF THE TELEPHONES BE OFF THE HOOK, THE MONITORING UNIT WILL BE UNABLE TO DIAL OUT TO THE PROVIDER SO AN ALARM WILL NOT BE RECEIVED BY THE PROVIDER. The Subscriber agrees to supply 24-hour, 110 volt circuits as required to power the System and the appropriate telephone service or any other equipment that may be deemed necessary to the Provider. The Provider shall not be responsible for the cost for parts and/or labor associated with adapting the Subscriber's telephone system for use with the System.

If at any time after installation of the unit, the Subscriber installs an additional telephone, he/she must notify the Provider who will then modify the system to accommodate the new telephone(s). ADDITIONAL TELEPHONES CAN MAKE THE SYSTEM INOPERATIVE IF THEY ARE NOT WIRED THROUGH THE SYSTEM. Provider assumes no liability for the System and/or operation there of if additional telephones are added without notifying the Provider.

The Subscriber agrees that no apparatus or device shall be attached or connected to the System and further agrees not to permit the System to be disturbed, removed or otherwise injured.

9. Termination of Agreement

The Provider may terminate this Agreement if it cannot maintain or secure transmission privileges and shall not be liable for any damages or penalties as a result of such termination. This Agreement may be canceled without previous notice, by the Provider in the event the Provider's Monitoring Site is destroyed or damaged by any catastrophe or event and it is impractical to continue to restore services.

In the event the Subscriber violates any part of this Agreement, abandons or sublets the premises, or causes an excessive number of false alarms, the Provider may suspend all services and terminate this Agreement upon giving ten (10) days written notice to the Subscriber. In such event, the Provider shall have the right to sever the connection, render the System inoperative and remove its equipment from Subscriber's premises.

10. Equipment Installation or Interruption of Services

The Provider assumes no liability for delays in the System installation, interruption of services due to strikes, riots, floods, fires, act of God, mechanical or electrical equipment failures, or any cause beyond the control of the Provider.

11. No Warranty or Representation –Limitation of Liability

If at any time, any aspect of the System leased to Subscriber under this Agreement fails to function, Subscriber shall notify Provider by telephone or in writing of the failure. The Provider will, within a reasonable period of time, take reasonable steps to restore the System to operation. Provider's only liability to Subscriber for failure of the System to function shall be to repair the System as soon as reasonably practical after Subscriber notifies Provider of the failure of the System. In no event shall Provider be liable to Subscriber for consequential damages, including, but not limited to, loss of life or injury to person or property. If Provider does not restore the System to proper functioning within a reasonable period of time after such notification by Subscriber, Subscriber's sole remedy will be to receive back all amount paid to Provider for any

periods of time after the failure of the System to function. Provider makes no express warranties about the System and expressly disclaims any implied warranties, including implied or merchantability or fitness for use.

12. Testing of the System

The parties hereto agree that the System is in the exclusive possession and control of the Subscriber and that it is the Subscriber's sole responsibility to test the operation of the System once per month, utilizing the pendent and to notify the Provider immediately if the System is in need of repair, service or maintenance.

If Provider becomes aware of the need for battery replacement then Provider shall provide such replacement.

13. Invalid Provisions

In the event that any of the terms or provisions of this Agreement shall be invalid or inoperative all of the remaining terms and provisions shall remain in full force and effect.

14. Medical or Related Expenses

In the event the Subscriber utilizes the System by giving the Provider a signal, the Subscriber does hereby authorize the Provider to seek to notify or obtain medical assistance for the Subscriber. The Subscriber shall be obligated for and agrees to pay any costs and expenses incurred in obtaining said assistance, or any cost whatsoever incurred as a result of the Subscriber's use of the System.

15. Full Agreement

This Agreement constitutes the full understanding by and between the parties hereto, and may not be amended or modified except in writing signed by both parties. This Agreement shall not be binding upon the Provider unless signed by authorized personnel.

16. Assignment

It is specifically agreed that the Subscriber shall not assign this Agreement without the prior written consent of the Provider and any such assignment without such prior approval shall be deemed a breach of this Agreement. The Provider may assign this Agreement at anytime. An Agent or Representative of the Provider may perform some or all of the duties of Provider under this Agreement.

17. Reinstallation

If Subscriber cancels service and at a later date requests services be reinstated, Subscriber must then have the SYSTEM reinstalled. Subscriber will be charged a reinstallation fee which will be the then installation fee.

18. Seasonal/Temporary Cancellation of Service

If Subscriber requests to disconnect service temporarily (i.e. will be out of town for several months), a \$25 administrative fee will be charged. Provider will instruct subscriber how to disconnect the unit when Subscriber leaves, and reconnect it when Subscriber returns. If needed, Provider will offer this service on-site. Subscriber will give notice of seasonal/temporary needs at least thirty (30) days prior to desired date of temporary disconnection.

19. Cancellation

You, the Subscriber, may cancel this Agreement by telephone, letter or email any time prior to midnight of the third (3rd) business day after the date you signed this Agreement. The Subscriber, shall acknowledge receipt of cancellation notice upon receipt.

Subscriber _____ Date _____

Name of Authorized Person _____

Relationship to Subscriber _____

(See Attachment A for “Information for Leasing and Monitoring of SAIL S.O.S.”.)

11-18-09