

PROVIDER/AGENCY INFORMATION Please Print or Type									
Provider/Agency Name			Account Number		Contact Person			Phone #	
SUBSCRIBER DATA									
Last Name		First Name			Phone # w/ Area Code			Subscriber #	
Street Address				Apt. #	Gender			DOB	
City			State	Zip Code	Subscriber Language (if other than English)			Lock Box Combo/Password	
Hospital of Preference			Hospital Phone #		Primary Physician			Physician Phone #	
Nearest Intersection/Directions to Residence					Hidden Key Location				
RESPONDERS: Should be able to gain access to client's residence in an emergency. Do not enter 911 use local phone numbers.									
Police #			Fire #			Ambulance #			
Responder Name		Key		Relation	Phone Numbers				
		YES	NO		Home	Work			
		<input type="checkbox"/>	<input type="checkbox"/>		Cell	Pager			
		<input type="checkbox"/>	<input type="checkbox"/>		Home	Work			
		<input type="checkbox"/>	<input type="checkbox"/>		Cell	Pager			
		<input type="checkbox"/>	<input type="checkbox"/>		Home	Work			
		<input type="checkbox"/>	<input type="checkbox"/>		Cell	Pager			
		<input type="checkbox"/>	<input type="checkbox"/>		Home	Work			
		<input type="checkbox"/>	<input type="checkbox"/>		Cell	Pager			
		<input type="checkbox"/>	<input type="checkbox"/>		Home	Work			
		<input type="checkbox"/>	<input type="checkbox"/>		Cell	Pager			
NO VOICE CALL ORDER: If voice contact is not established, list responders, by name, to be called in order of priority including Police, Fire and Ambulance. If these instructions are not provided, an ambulance will be called first and forced entry may be utilized.									
1 st		3 rd			5 th			7 th	
2 nd		4 th			6 th			8 th	
MEDICAL HISTORY / DIAGNOSIS									
PRIMARY			SECONDARY			TERTIARY			
Other:									
DRUG ALLERGIES / IMPAIRMENTS									
IMPAIRMENTS: (please check) <input type="checkbox"/> VISION <input type="checkbox"/> HEARING <input type="checkbox"/> SPEECH <input type="checkbox"/> AMBULATION <input type="checkbox"/> OTHER:									
SPECIAL INSTRUCTIONS (Identify 2 nd User Here Separate SMSA Required)									
EQUIPMENT / PROGRAMMING INFORMATION									
Console Unit	Model #	Unit ID #	Serial #		Version	Activator 1	Model #	RF Code	
Accessories	<input type="checkbox"/> Smoke Detector <input type="checkbox"/> MedSmart <input type="checkbox"/> Other				Activator 2	Model #	RF Code		
CONTRACT TERMS					RECURRING BILLING INFORMATION				
Basic Monthly Fee		\$			Payment Term	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual			
Accessories Fee		\$			Payment Method	<input type="checkbox"/> Check <input type="checkbox"/> VISA <input type="checkbox"/> MC <input type="checkbox"/> AMEX <input type="checkbox"/> Discover			
Total Monthly Fee		\$			<input type="checkbox"/> Automatic Debit (Supply Voided Check and Debit Authorization Form)				
Term Payment Amount		\$			Credit Card #			Expiration Date (mm/yy)	
Connection/Activation Fee		\$			Name on Credit Card			Cardholder Phone #	
Shipping & Handling		\$			Party to be Billed (if other than Subscriber)			Phone #	
Other:		\$			Street Address of Billing Party				
Paid On Contract		\$			City			State	Zip Code
If equipment is not returned upon deactivation, a replacement fee will be charged in accordance with Section 16 of this Agreement.					Billing Party/Authorized Signature			Date	
Subscriber Signature			Date		Provider/Agency Signature			Date	
AMAC Client Services Dept.: 212.774.1605 • 800.645.3244									

TERMS AND CONDITIONS

1. **TERM:** This agreement is for a term of one year commencing upon the activation of the SYSTEM. Terms of payment are net 10. This Agreement shall automatically renew itself for a period of one (1) year from the expiration date unless either party gives written notice of its intent to cancel at least (30) days prior to the expiration date of the Agreement. Either party may terminate this Agreement at any time upon written notification at least 30 days in advance. In the event this Agreement is terminated by either party, a refund will be made on a pro rata basis. The Subscriber or Billing Party acknowledges that the fee structure may be changed at the end of the initial year of the Agreement, provided that, the PROVIDER/Agency gives at least 30 days written notice.
2. The Subscriber or Billing Party agrees to all fees, expenses and taxes (where applicable) when due as stated in the Agreement. Credit card charges and automatic debits will be made 15 days prior to each agreed upon payment term. Payments not made within 30 days shall be subject to a late service fee, equal to 18% per annum or maximum allowable by law.
3. **MONITORING SERVICES:** PROVIDER/AGENCY shall monitor the Subscriber's System by acknowledging signals from the console and seeking to create two-way voice communication with the Subscriber at his premises through the System. Thereafter, PROVIDER/AGENCY shall seek to contact by telephone one or more of the responders designated in the agreement. The Subscriber, or his designee, agrees to notify PROVIDER/AGENCY of the disposition with regard to any System signal within twenty-four (24) hours.
4. Subscriber consents to the release of any information relating to Subscriber, including all information contained in this Agreement in connection with the services provided pursuant to said Agreement.
5. **TELEPHONE LINES:** If the Subscriber has more than one telephone extension using the same number, and if one of these phones is in use or off the hook, the System will not operate without the installation of an RJ31X telephone jack. PROVIDER/AGENCY shall not be responsible for any costs for parts and/or labor associated with adapting the Subscriber's telephone system for use with the System.
6. **SUBSCRIBER DUTIES:**
 - A. Subscriber shall not attach or connect any apparatus or device to the System and shall not disturb, remove, relocate or move the System.
 - B. Subscriber shall supply 24 hour 110 volt circuits as required to power the System and shall provide uninterrupted telephone service or any other equipment necessary to maintain and keep the System operational.
 - C. Test the System monthly by pressing the Activator.
 - D. Notify PROVIDER/AGENCY in writing with regard to any changes in the information contained in the Agreement with regard to responders, medical history, and other pertinent information.
 - E. Provide Responders access to the Subscribers home.
 - F. Subscriber acknowledges that the System may be dependent upon the proper functioning of batteries. If the batteries need service or replacement, the Subscriber must notify their PROVIDER/AGENCY or Service Representative.
7. **ACTS OF NATURE:** PROVIDER/AGENCY may terminate this Agreement if it can not 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 PROVIDER/AGENCY in the event PROVIDER/AGENCY Emergency Response Centers are destroyed or damaged by any catastrophe and its is impractical to restore service.
8. **INTERRUPTION OF SERVICES:** PROVIDER/AGENCY assumes no liability for delays in equipment installation, interruption of services due to strikes, riots, floods, fires, acts of nature, mechanical or electrical equipment failures, or any cause beyond the control of PROVIDER/AGENCY, and will not be required to supply services while said interruption may continue.
9. **SUSPENSION OR CANCELLATION:** In the event the Subscriber violates any part of this Agreement, abandons or causes an excessive number of false alarms, PROVIDER/AGENCY may suspend all services and terminate this Agreement upon giving ten (10) days written notice to the Subscriber. In such event, PROVIDER/AGENCY shall have the right to sever the connection and render the System inoperative.
10. **INDEMNIFICATION:** In the event any person, not a party to his Agreement, including Subscriber's insurance company, shall make any claim against PROVIDER/AGENCY for any reason whatsoever, including but not limited to the installation, maintenance, operation or non-operation of the System, the Subscriber agrees to indemnify, defend and hold PROVIDER/AGENCY harmless for any and all claims and lawsuits including the payment of all damages, expenses, costs and attorney's fees whether these claims be based upon alleged intentional conduct, active or passive negligence, or strict or product liability, on the part of the contractor, its agent, servants or employees. The Subscriber shall and does hereby indemnify and save PROVIDER/AGENCY, its distributors and agents harmless from any and all liability resulting from the selection, possession, operation, control, use and maintenance of the equipment. In the event of litigation, to protect PROVIDER/AGENCY'S rights hereunder, the Subscriber agrees to pay all reasonable attorney's fees, collection agent fees, or court costs resulting from such litigation.
11. **HOLD HARMLESS:** Subscriber hereby releases, discharges and agrees to hold PROVIDER/AGENCY harmless from any and all claims, liabilities, damages, losses, or expenses, arising from or caused by any hazard covered by insurance in on the premises of Subscriber whether said claim is made by Subscriber, his agents or insurance company, or by any other parties claiming under or through Subscriber.
12. **NO WARRANTY OR REPRESENTATION:** PROVIDER/AGENCY does not represent or warrant that the System may not be compromised or circumvented or the System will prevent any personal injury, loss of life or property, or damage, or that the System will in all cases provide the protection for which it is maintained or intended. PROVIDER/AGENCY expressly disclaims any implied warranties, including the implied warranties of merchantability or fitness for a particular purpose, and the Subscriber has not relied upon any representation or warranty. The Subscriber acknowledges that any affirmation of fact or promise made by PROVIDER/AGENCY or its agents, servants or employees, shall not be deemed to create an express warranty unless included in the Agreement in writing.
13. **LIMITATION OF LIABILITY:** It is understood and agreed that PROVIDER/AGENCY is not an insurer of person, life, limb or property and that insurance, if any, covering personal injury, life and property loss or damage shall be obtained by the Subscriber, if so desired. PROVIDER/AGENCY is being paid for the monitoring of a System designed to reduce certain risks. PROVIDER/AGENCY and the Subscriber acknowledge that the amounts being charged are not sufficient to in any way guarantee that no loss or damage will occur, and that PROVIDER/AGENCY is not assuming responsibility for any personal injury, life or property loss or damage will occur even if due to PROVIDER/AGENCY's negligent performance or failure to perform any obligation under this Agreement or failure of the System to operate as intended, or for any other reason whatsoever. Since it is impractical and extremely difficult to fix actual damages which may arise due to improper monitoring of the System, the failure of services, or the failure to perform said services, if not withstanding the above provisions there should arise any liability whatsoever on the part of PROVIDER/AGENCY, it is agreed that such liability shall be limited to two hundred fifty dollars (\$250.00). This sum shall be complete and exclusive and shall be paid and received as an exclusive remedy and not as a penalty. In the event that the Subscriber wishes PROVIDER/AGENCY to assume a greater liability, the Subscriber may, as a matter of right, obtain from PROVIDER/AGENCY a higher limit by paying an additional amount proportioned to the increase in said damages, but such additional obligation shall in no way be interpreted to hold or constitute PROVIDER/AGENCY as an insurer. Any request by the Subscriber pursuant to this paragraph, shall be given to PROVIDER/AGENCY in writing by certified mail, return receipt requested.
14. **MEDICAL OR RELATED EXPENSES:** In the event the Subscriber utilizes the System by transmitting a signal to PROVIDER/AGENCY, the Subscriber does hereby authorize PROVIDER/AGENCY to seek to obtain assistance on their behalf. The Subscriber shall be obligated for and agrees to pay any costs and expenses incurred in obtaining assistance, including but not limited to ambulance, physician or other medical assistance, or any cost whatsoever incurred as a result of the Subscriber's use of the System.
15. **FORCIBLE ENTRY:** The Subscriber authorizes PROVIDER/AGENCY, in its sole discretion, to authorize entry to the Subscriber's premises in the event a signal is transmitted to the PROVIDER/AGENCY Emergency Response Center. PROVIDER/AGENCY is relieved from any and all liability whatsoever as a result of said entry.
16. **RENTAL PROVISION:** In the event the System is being rented by PROVIDER/AGENCY to the Subscriber, then in such event upon termination of the Agreement, the Subscriber shall return or allow PROVIDER/AGENCY to remove the System within (10) ten days after termination, in working order. In the event the System is not returned or PROVIDER/AGENCY is prevented from removing the System from the Subscriber's premises, the Subscriber or billing party shall pay the PROVIDER/AGENCY the sum of \$495.00 within seven (7) days notice via the payment option selected.
17. **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. No person installing, servicing, or other wise dealing with the equipment shall be authorized to act in the name or on PROVIDER/AGENCY'S behalf or to bind PROVIDER/AGENCY in any way. This Agreement shall be governed in accordance with the laws of the State of New York.
18. **ASSIGNMENT:** It is specifically agreed that the Subscriber shall not be permitted to assign this Agreement without the prior written consent of PROVIDER/AGENCY.
19. Services to be performed by the PROVIDER/AGENCY pursuant to this Agreement may be subcontracted to American Medical Alert Corp. (AMAC) at 3265 Lawson Blvd., Oceanside, New York, in which event, services shall be jointly or solely provided by AMAC. All terms and provisions set forth in the Agreement shall inure to the benefit of AMAC. AMAC may subcontract any or all of the obligations herein to any subcontractor of its choosing.