

Date
Employee
Unit #

**SUBSCRIBER INTAKE**

**SUBSCRIBER INFORMATION**

Name (last, first, middle initial)		Gender <b>M F</b>	Date of Birth	Special Language Needs
Address (street, city, state, zip)		Medical Conditions /Major Illness (arthritis, diabetes, heart, hbp, falling)		
Address Notes (development, complex name, cross street)		Medical Allergies		
Home Phone Number	Cell Phone Number			
Physician Name (first & last)		Telephone	Hospital Preference	Telephone
Allow Force Entry <b>Y N</b>	Key Safe/Lockbox Code	Hidden Key /Key safe Location		
Telephone Company Provider	Telephone Service Type <input type="checkbox"/> Standard <input type="checkbox"/> VoIP <input type="checkbox"/> Cable-phone <input type="checkbox"/> Other:			
<b>Subscriber must notify the Service Provider and the monitoring company of ANY changes to telephone service</b>				

**SPECIAL INSTRUCTIONS AND NOTES**

(i.e. if no voice contact)

IN AN EMERGENCY, CALL MY 911 EMERGENCY CENTER BEFORE ANY OTHER RESPONDER <input type="checkbox"/> Yes <input type="checkbox"/> No	IF NOT VOICE CONTACT, CALL 911 EMERGENCY CENTER BEFORE ANY OTHER RESPONDER <input type="checkbox"/> Yes <input type="checkbox"/> No

**RESPONDER INFORMATION** (Attach any addition responders w/ separate sheet)

<b>#1</b>	Responder Name	Relationship	<input type="checkbox"/> Has Key <input type="checkbox"/> Must Notify
	Telephone Number 1 Home/ Cell/ Office	Telephone Number 2 Home/ Cell/ Office	Telephone Number 3 Home/ Cell/ Office
<b>#2</b>	Responder Name	Relationship	<input type="checkbox"/> Has Key <input type="checkbox"/> Must Notify
	Telephone Number 1 Home/ Cell/ Office	Telephone Number 2 Home/ Cell/ Office	Telephone Number 3 Home/ Cell/ Office
<b>#3</b>	Responder Name	Relationship	<input type="checkbox"/> Has Key <input type="checkbox"/> Must Notify
	Telephone Number 1 Home/ Cell/ Office	Telephone Number 2 Home/ Cell/ Office	Telephone Number 3 Home/ Cell/ Office
<b>#4</b>	Responder Name	Relationship	<input type="checkbox"/> Has Key <input type="checkbox"/> Must Notify
	Telephone Number 1 Home/ Cell/ Office	Telephone Number 2 Home/ Cell/ Office	Telephone Number 3 Home/ Cell/ Office
<b>#5</b>	Responder Name	Relationship	<input type="checkbox"/> Has Key <input type="checkbox"/> Must Notify
	Telephone Number 1 Home/ Cell/ Office	Telephone Number 2 Home/ Cell/ Office	Telephone Number 3 Home/ Cell/ Office

**PAYMENT INFORMATION / SERVICE PLAN OPTIONS**

<b>Bill To:</b> <input type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Patient <input type="checkbox"/> Other (relationship) _____	<b>Bill to:</b> (other than customer ) _____ Address: _____ City, State, Zip: _____ Phone #: _____
Set Up: \$ _____ Monitoring: \$ _____ Notes:	
Credit Card # _____ Exp. Date _____ CVC # _____	<b>Type and Number of Accessory Products</b> ____ Panic Button    ____ Key Safe    ____ DSL Filter    ____ Line Grabbers
<input type="checkbox"/> Checking <input type="checkbox"/> Savings Routing Number: _____ Account Number: _____	<b>Accessory Services</b> <input type="checkbox"/> RA -Minder <input type="checkbox"/> Check-in <input type="checkbox"/> Inactivity <input type="checkbox"/> Med Dispenser
<b>Accessory Details</b> (panic button, RA-Minder details, check-in times, etc)	

My signature below indicates my agreement to the terms and conditions of this agreement, I will notify iMed Alert Systems of any changes to my information or any listed responders information, and if applicable I agree to allow iMed Alert Systems (iMed Supply) to charge my credit card/bank account for payment of services provided or products purchased.

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

# IMED ALERT SYSTEMS SUBSCRIBER MONITORING AGREEMENT

- 1. PARTIES AND SERVICES:** The undersigned, (SUBSCRIBER) hereby contracts with iMed Alert Systems (IAS), for monitoring, by a third party monitoring company, of a personal emergency response system (UNIT). IAS, as it pertains to this agreement, is in the business of distributing personal emergency response system(s) from the manufacturer and providing third party telephonic monitoring services for subscribers who have a UNIT on their premises. The SUBSCRIBER understands that IAS must know and have on record and will transfer to the third party monitoring company basic information about the SUBSCRIBER, as well as other emergency response information necessary to enable the third party monitoring company to attempt to contact emergency responders. The SUBSCRIBER acknowledges that it has completed the Customer Information Form which provides certain information, and that the third party monitoring company, in performing its obligations under this contract, will solely rely on the information provided by SUBSCRIBER. Under the terms of this Agreement, IAS's sole and only obligation under this Agreement shall be to distribute personal emergency response system(s) and/or accessories from the manufacturer of the UNIT and establish monitoring from a third party monitoring company that will monitor signals received by means of the UNIT located on SUBSCRIBER'S premises that the third party monitoring company responds thereto. The third party monitoring company, 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 IAS and transferred to a third party monitoring company by SUBSCRIBER, unless there is reason to assume that an emergency condition does not exist. **Use of IAS Products from the manufacturer and third party monitoring 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 manufacturers 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 IAS, the manufacturer or the third party monitoring company 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 IMS the manufacturer or the third party monitoring company and in the event the telephone service is out of service or disconnected, the UNIT will not operate. Furthermore, SUBSCRIBER also understands that IMS and/or the third party monitoring company is not responsible for any monitoring during periods when telephone lines are not working, or under any condition which would make it impossible to send a normal telephone call from the third party monitoring company's place of business.
- 4. CHANGES TO CUSTOMER INFORMATION FORM:** IAS will accept changes to the Customer Information Form by telephone or in writing (telephone calls and alarms may be recorded) and immediately transferred to the third party monitoring company.
- 5. FAILED RESPONSE:** IAS and/or the third party monitoring company 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 IAS and/or the third party monitoring company according to SUBSCRIBER'S instructions.
- 6. INTERRUPTION OF SERVICE:** IAS and/or the third party monitoring company 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 IAS and/or the third party monitoring company's control including, without limitation, the activities of the SUBSCRIBER or any third party. IAS and/or the third party monitoring company 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 IAS and/or the third party monitoring company, are caused by the SUBSCRIBER'S or a third party's carelessness, malicious or accidental use, IAS and/or the third party monitoring company 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 IMS and/or the third party monitoring company by any governmental or municipal agency as a result of any alarm originating from SUBSCRIBER'S premises, SUBSCRIBER agrees to reimburse IAS and/or the third party monitoring company in that amount.
- 8. PAYMENT:** SUBSCRIBER agrees to pay a monthly monitoring service fee to IAS for monitoring service(s) provided by the third party monitoring company 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 IAS. 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 IMS hereunder are not paid in full within thirty (30) days of the date upon which such payment is due, IAS 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 IAS immediately and deliver the UNIT to IMS; however, in the event the UNIT is within the service area of IAS, IAS may, at its option, pick up the UNIT at IAS'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 IAS 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 IMS'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 IAS 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 IAS 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 IAS, the manufacturer of the unit, or the third party monitoring company 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 IAS, the manufacturer and the third party monitoring company 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 IAS, the manufacturer, or the third party monitoring company 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 IAS. 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 IAS be liable for consequential or incidental damages. It is specifically understood that IAS disclaims the implied warranty of merchantability and any implied warranties of fitness for any particular purpose. SUBSCRIBER understands and agrees that IAS makes no warranties other than those expressed in writing by IAS, the manufacturer, and the third party monitoring company and that no representative of IMS 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 IAS and/or the third party monitoring company, first obtained.
- 13. GOVERNING LAW:** This Agreement is to be governed by the laws of the State of Oklahoma.
- 14. NOTICES:** Any notices required to be given by each of the parties to this Agreement 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 IAS (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):** IAS agrees to refund the deposit when all equipment is returned to IAS (documented by issuance of a written receipt). All or part of the deposit may be retained by IAS if the UNIT is damaged beyond normal use or for collection of any and all monies due to IMS 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 retransmitted 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.