



999 E. Touhy Ave., Ste. 500, Des Plaines, IL 60018
TEL: (773) 777-0707 | TOLL FREE: (800) 877-3624
FAX: (773) 286-1992 | www.emergency24.com

Personal Emergency Response Notice of Cancellation

(enter original transaction date above)

You may cancel this transaction, without penalty or obligation, within five (5) business days from the above date.

If you cancel, any payments made by you under the contract will be returned within ten (10) business days following the receipt by the company of your cancellation notice.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to:

EMERgency24
999 E. Youhy Ave., Suite 500
Des Plaines, IL 60018



NO LATER THAN MIDNIGHT OF _____

Buyer's Signature

Date

Buyer's Name

Address

City

State

ZIP

PERSONAL EMERGENCY DATA SHEET

Account Number _____ Activation Date _____ Passcode for Parties (3-10 characters) _____

Subscriber/User Name (please print) _____ Telephone # at Monitored Address _____

Monitored Address _____ City _____ State _____ ZIP _____ Time Zone _____

House Apartment (if so, what #?) _____

Residential Description _____ Is there a key? If so, where is it located? _____

Special Directions to Monitored Address (if needed) _____

Subscriber Date of Birth _____ Subscriber Gender _____ Are there pets? How many? Are they friendly? _____

You agree to pay:

Billing Name (if different than above) _____ Telephone # for Billing Name _____

Billing Address (if different than above) _____ City _____ State _____ ZIP _____

System Equipment Supplied:

Equipment _____ Device Type _____

Equipment Costs:

Purchase (one time fee): \$ _____

Rental (quarterly): \$ _____

Rental (annually): \$ _____

Monitoring

Pre-paid (quarterly) \$ _____

Pre-paid (annually) \$ _____

Call List: Please list in order the contact information of individuals who will be contacted in case of an emergency.

	Name	Relationship	Phone # (w/ area code)	Phone Type (home/cell)	Week Days (1,2,3,4,5,6,7)	From (hhmm)	To (hhmm)	Party Instruction
(1)								
(2)								
(3)								

Subscriber Instructions: (No medication information will be relayed) _____

Dispatch Instructions: _____

Local Emergency Responders: Please list the name of local Emergency Responding agencies (example: Hometown Fire Department), and the appropriate emergency telephone numbers to call for dispatching to the subscriber location.

Name of Emergency Responder Agency	Emergency Response Telephone # (w/ Area Code)
Ambulance	
Police	
Fire	

Alarm Company (please print) _____ Dealer # _____ Company Representative (please print) _____ Title _____

Subscriber Signature _____ Date _____ Alarm Company Signature _____ Date _____

This Agreement is subject to the Terms and Conditions set forth in the Personal Emergency Agreement.

By signing the reverse side of this agreement, you confirm the information above is accurate and accept the unaltered terms and conditions of this agreement and on the fee addendum attached, which terms and conditions are incorporated herein by reference. Read all terms and conditions before you sign this agreement.

**PERSONAL EMERGENCY RESPONSE SERVICE (PERS)
MONITORING TERMS & CONDITIONS**

ALARM/INSTALLATION COMPANY, "ALARM CO." (identified below) and YOU (identified below) agree to the following:

1. Introduction: (a) You, at the location indicated on Page 1 of this Agreement, have contracted with Alarm Co. for some or all of the following: PERS specifications, system installation, system service and monitoring alarm signals sent from Your premise via communications media including, but not limited to: telephone lines, cellular devices, satellite technology, Internet, and/or radio telemetry and received by means of a monitoring system (hereinafter "System") and to respond thereto by notifying the party (or parties) identified by You. Alarm Co. is NOT responsible and You assume full responsibility for all communications media used to transmit signals to the monitoring facility. Upon receipt of a signal, Alarm Co. shall WITHOUT

WARRANTY attempt to contact You, and/or the appropriate police or fire department or emergency personal response service designated, and/or party (or parties) that have been identified by You as the entity or party to notify under the circumstances encountered. (b) If anyone other than you, the Subscriber, is the user of the System ("User"), such User is a third party beneficiary to this Agreement and along with you is jointly and severally bound by all of the terms herein, including, without limitation, the disclaimer of warranties and limitation of liability, as if "you" and "your" were replaced with "User" and "User's," respectively.

2. Waiver of Warranty - Exculpatory Clause: It is understood and agreed that: **ALARM CO. IS NOT AN INSURER.** That insurance, if any, shall be obtained by You covering real or personal property loss or damage and personal injury, including death. The payments hereunder are based solely on the value of the services as described herein and on Page 1 of this agreement, and are unrelated to the value or cost of any deterioration of Your health, personal injury, loss of life, and/or damage to Your property, or the property of others located at Your location, the value of which is known only by You. Alarm Co. is not liable for losses caused by the malfunction or non-function of the System, equipment, monitoring, signal handling or dispatching services even if due to Alarm Co.'s negligence or failure to perform. **ALARM CO. MAKES NO GUARANTEE OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES SUPPLIED WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SERVICES ARE DESIGNED TO COMMUNICATE. ALARM CO. MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED THAT THE EQUIPMENT SUPPLIED, OR ANY HARDWARE, SOFTWARE OR NETWORKS USED IN CONNECTION WITH THE SYSTEM SHALL CORRECTLY HANDLE THE PROCESSING.**

3. Third Party Indemnification: Since the parties agree that You retain the sole responsibility for the life and safety of all persons on Your premises and for protecting against losses to Your own property and the property of others located on Your premises, You agrees to indemnify, defend and hold harmless Alarm Co., its officers, employees, agents, subcontractors, suppliers, or representatives from and against all claims, lawsuits, and losses, including attorneys' fees, by persons not a party to this Agreement, alleged to be caused by the improper operation of the alarm System and/or monitoring System, whether due to malfunctioning or non-functioning of the System, the negligent performance or non-performance of the monitoring services, installation, maintenance, or other services performed by Alarm Co., or its officers, employee, agents, subcontractors, suppliers, or representatives. You are aware that there are circumstances where the service or equipment may not work including, but are not limited to: lack of a proper surge suppression system; wireless backup system not being employed; alarm initiation device too far from base unit; non-functional electrical outlet.

4. Limitation of Liability - Liquidated Damages: You acknowledge that it is impractical and extremely difficult to fix actual damages, if any, which may proximately result from failure on the part of Alarm Co. to perform any of its obligations or responsibilities herein, including, but not limited to its specifications, installation, service, and/or monitoring service, the failure of the System to operate properly, by active or passive negligence, or by failure to perform any of the obligations herein, because of among other things: (a) the uncertainty of the response time of any individual or entity should any of these parties be dispatched as a result of a signal being received or an audible device sounding; (b) the uncertain nature of occurrences which might cause injury or death to you or any other person; (c) the inability to ascertain what portion, if any, of any loss would be proximately caused by Alarm Co.'s failure to perform or by its Systems' failure to operate; or (d) the uncertain amount of value of Your property or the property of others kept at the monitored location which may be lost, destroyed, damaged or otherwise affected by occurrences which the System and/or services are designed to detect.

THEFORE, YOU ACKNOWLEDGE AND AGREE THAT IF ANY LOSS OR LIABILITY IS ALLEGED AGAINST ALARM CO., IRRESPECTIVE OF CAUSE, INCLUDING, BUT NOT LIMITED TO, WHETHER THE LOSS OR LIABILITY IS CAUSED BY ALARM CO.'S OWN NEGLIGENCE, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL MONITORING FEE OR FIVE HUNDRED (\$500.00) DOLLARS, WHICHEVER IS LESS. This sum shall be paid and received as either (1) liquidated damages and not as a penalty, or (2) as a limitation of liability approved and agreed upon by the parties. The payment of this amount shall be Alarm Co.'s sole and exclusive liability. Under no circumstances shall Alarm Co. be liable to you for consequential damages of any nature in excess of such amount, including, without limitation, damages for loss of life, deterioration of health, personal injury or damages to real or personal property, loss of property or revenue, cost of capital, costs of purchased or replaced goods, other economic loss or damages however occasioned, and whether alleged as caused by the installation, repair, design, sale, lease or failure of the monitoring equipment or service or the performance or nonperformance of obligations and responsibilities under this agreement or breach of warranty or negligence, active, passive, joint, several or otherwise, strict liability, tort, or otherwise by Alarm Co., its officers, employees, agents, subcontractors, suppliers, or representatives. You agree to obtain insurance coverage adequate to protect Your interests in light of the limitation of liability stated in this Agreement. If you wish Alarm Co. to increase the amount of the above limitation of liability or liquidated damages, You may inquire about obtaining an increase to this amount in exchange for the payment of an additional monthly charge, but such additional monthly charge shall not be construed responsibility to obtain and maintain insurance. The foregoing shall survive the termination or expiration of this Agreement. Alarm Co. assumes no responsibility for any loss in excess of such amount.

5. Assignees and/or Subcontractors of Alarm Co: Alarm Co. shall have the right to assign this Agreement in whole or in part to any other person, firm, or corporation and shall have the further right to subcontract any surveillance, maintenance, emergency response, or other services which it may be required to perform hereunder. Alarm Co. will subcontract monitoring to EMERGENCY TWENTY FOUR, INC. You acknowledge that this Agreement, and particularly those relating to Alarm Co.'s maximum liability and third party indemnification, shall inure to the benefit of and are applicable to any assignees and/or subcontractors of Alarm Co., and that they bind You with respect to said assignees and/or subcontractors with the same force and effect as they bind You to Alarm Co.

6. Your Duties: (a) You shall cooperate with Alarm Co. in the installation, operation, and maintenance of the System and agree to follow all instructions and procedures which may be prescribed for the operation of the System, the rendering of services and the provision of monitoring for the premises; (b) You shall pay all charges made by any telephone company or other utility or communications organization for the installation, leasing and service charges of telephone lines or other communications technologies connecting Your premises to Alarm Co. You acknowledge that notification signals from Your premises to Alarm Co. are transmitted over Your communications service and that in the event the communications service is out of order, disconnected, placed on "vacation", or otherwise interrupted, signals from Your System will not be received by Alarm Co. during any such interruption and will not be known to Alarm Co. You agree that in the event the equipment or System continuously transmits signals reasonably determined to be false and/or excessive in number, You shall be subject to the additional costs and fees incurred by Alarm Co. in receiving and/or responding to the excessive signals.

7. Authorized Personnel & Emergency Information: You agree to furnish a written list of names and telephone numbers of all persons that could be contacted in the event of a notification signal. You agree to provide all changes, revisions, and modifications to the above Alarm Co. in writing in a timely manner. You acknowledge and consent to communication between Alarm Co. and EMERGENCY TWENTY FOUR, INC. regarding changes to the call list, emergency responder information, the system and services, or other information regarding you (including without limitation "protected health information" (PHI) as defined in the Health Insurance Portability and Accountability Act of 1996 and the regulations enacted thereunder and (b) providing persons designated on your call list with such information about you (including without limitation PHI) as needed in the provision of services hereunder.

8. Assignment by You: You acknowledge that the sale or transfer of Your equipment shall not relieve You of duties and obligations under this Agreement unless Alarm Co. agrees in writing to the transfer of the Agreement.

9. Taxes, Fees, Fines, Licenses and Permits: (a) You agree to pay all sales tax, use tax, property tax, utility tax, and other taxes required in connection with the equipment and services listed, including telephone company line charges or other communications technologies, if any. Alarm Co. shall have the right, at any time, to pass along to You any increases in the monthly charges which hereafter may be imposed on Alarm Co. by utility or government agencies relating to the services(s) provided under the terms of this Agreement, and you hereby agree to pay the same. (b) You agree to assume all responsibility for any false notifications or signals given by the System. You will indemnify and defend Alarm Co. and its authorized contractors and subcontractors and hold each of them harmless from and against any responsibility or liability for payment of associated fines, penalties or other costs. (c) You shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all license and

9. Taxes, Fees, Fines, Licenses and Permits (continued): registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. If You fail to maintain any required licenses or permits, Alarm Co. shall not be responsible for performing the services and may terminate the services with notice to You.

10. Increase in Service Charges: Alarm Co. shall have the right to increase the service charges provided for herein by giving You thirty (30) days written notice in advance of the effective date of such increase. Charges for time and materials services are based upon Alarm Co. service rates in effect at the time of the service, and are subject to change without notice.

11. Delay or Interruptions: Alarm Co. assumes no liability for delay in the installation of the System or for interruption of monitoring services due to strikes, riots, floods, storms, earthquakes, fire, power failures, insurrections, interruption of availability of telephone, cable, cellular, satellite, or radio service or any communications service through any other medium, malfunction or unavailability of the system related to data handling problems, delay of response time, acts of terrorism, acts of war, whether through direct or indirect actions, irrespective of cause, acts of God, or for any other cause beyond the control of Alarm Co., and will not be required to provide monitoring services to You while interruption of service due to any such cause may continue. Alarm Co. assumes no liability for delay of installation or services due to non-cooperation of You or your agents in providing access to that area of installation or service on any device or devices of Yours or of others to which Alarm Co.'s equipment is attached. Alarm Co. shall not be obligated to perform any monitoring service hereunder during any time when the communications equipment and/or service shall not be working.

12. Outside Charges: You understand and accept that Alarm Co. specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including, but not limited to any government personnel or agencies, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of You, whether requested or not and whether such entities were correctly or incorrectly notified by Alarm Co., its agents, or subcontractors.

13. Cancellation: This agreement may be cancelled by Alarm Co. at any time, upon a ten (10) day written notice, if false notifications and/or "runaway" signals continue to occur. This agreement shall terminate upon Your death or prolonged hospitalization or institutionalization and the return of equipment (if leased) by Your representatives to Alarm Co. at Your expense by delivery service (UPS, US Postal Service) signature required.

14. Default/Termination: In the event You fail to pay any amount, You abuse the equipment or the use of the monitoring facility, You fail to comply with any of the terms and conditions hereof, You make an assignment for the benefit of creditors, an order for relief is entered against You under any chapter of the National Bankruptcy Code, as amended, a receiver or trustee is appointed for all, or substantially all of your assets, or there is a dissolution or termination of your existence, or if You are in default under this Agreement and such default continues for ten (10) days after Alarm Co. gives You written notice of such default, in addition to any other remedies provided by law, Alarm Co. may pursue any one or more of the following remedies, which are cumulative and nonexclusive: (a) terminate all services subscribed for hereunder by giving ten (10) days written notice to You, without terminating this Agreement, and recover all amounts due to Alarm Co.; (b) take possession of all Alarm Co. owned equipment wherever situated and for such purpose enter upon Your property without liability for so doing; (c) by notice to You, declare immediately due and payable all moneys to be paid by You during the primary term or, if the primary term has then expired, declare immediately due and payable all moneys to be paid during any renewal term then in effect, and You shall in any event remain fully liable for reasonable damages as provided by law and for all costs and expenses incurred by Alarm Co. on account of such default including all court costs and reasonable attorneys' fees. The waiver by Alarm Co. of a breach of any obligation of Yours shall not be deemed a waiver of such obligation or any subsequent breach of the same or any other obligation. The subsequent acceptance of payment hereunder by Alarm Co. shall not be deemed a waiver of any prior existing breach, regardless of Alarm Co.'s knowledge of such prior existing breach at the time of acceptance of such payments.

15. Conflict of Terms: Should there arise a conflict of terms or conditions between this agreement and a purchase order it is agreed that this contract shall be supreme and binding.

16. One Year Limitation on Actions: It is agreed that no suit or cause of action shall be brought against Alarm Co. more than one (1) year after the accrual of the cause of action therefore.

17. Waiver of Subrogation: You do hereby for yourself and all other parties claiming under you, release and discharge Alarm Co., its officers, employees, agents, subcontractors, suppliers, or representatives from and against all hazards covered by Your insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Alarm Co., its officers, employees, agents, subcontractors, suppliers, or representatives.

18. Entire Agreement – Modification, Waiver: This writing is intended by the parties as a final expression of their Agreement as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. This Agreement can be modified only in writing, signed by the parties or their duly authorized representatives. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

19. Choice of Law; Venue: The laws by which the state where the Alarm Co. is headquartered shall govern the validity, enforceability and interpretation of the Agreement. It is agreed that any suit or action initiated as a result of this Agreement or the Monitoring Services to be provided under this Agreement shall be brought in a court of competent jurisdiction. You and Alarm Co. irrevocably agree to waive their individual rights to a jury trial.

20. Severability: If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision allowed by law and the remaining provisions of this Agreement shall remain in full force and effect.

21. Representation and Warrant: By signing the front of this document, You represent and warrant that you are above the age of eighteen, and have the necessary capacity and authority to enter into this Agreement on behalf of You, the User (if he or she is not You) or for any other individual(s) or organization(s) that the signatory may legally bind to this Agreement.

SUBJECT TO THE SUBSCRIBER DATA ON PAGE ONE OF THE PERSONAL EMERGENCY DATA SHEET AND THE TERMS AND CONDITIONS ON THIS PAGE AND THE REVERSE SIDE OF THIS PAGE.

Subscriber (print) _____ executed this _____ day of _____, 20____

By (sign) _____ Title _____

Subscriber's Alarm Company _____

By (sign) _____ Title _____

Emergency Twenty Four, Inc.

By (sign) _____ Title _____