

SLOPE SERVICES, INC.
P.O. BOX 338
NEW ENGLAND, ND 58647-0338
PHONE NO. 701-579-4191

MEDICAL ALERT MONITORING AGREEMENT

THIS AGREEMENT made and entered into by and between Slope Services, Inc., P.O. Box 338, New England, North Dakota 58647-0338, hereinafter referred to as "SSI", _____, hereinafter referred to as "Subscriber". In consideration of the mutual promises and agreements set forth in the rent contract, SSI and the Subscriber hereby agree as follows:

1. **Equipment**

The Subscriber hereby requests that SSI provide and install, at the above address, a Mainstreet Messenger Monitoring System. SSI may supply new or reconditioned equipment at its sole option.

2. **Rent**

The Subscriber agrees to rent the equipment for a monthly charge. This charge is subject to change on three month's notice. The Subscriber further agrees to subscribe and maintain in service, at the Subscriber's sole expense and at no expense to SSI all necessary and suitable electric or electronic equipment and telephone service for installation and operation of the equipment, and to provide proper space for the equipment.

3. **Ownership of the Equipment**

It is understood that SSI owns the equipment and that the Subscriber is only renting the equipment for his/her use. The Subscriber understands that no alterations or repairs may be made on the equipment by anyone other than personnel authorized by SSI. The equipment may not be moved to another location without written authorization from SSI. Any loss or damage due to negligence of the Subscriber will be charged to the Subscriber.

4. **Special Equipment**

The Subscriber acknowledges that he/she has been advised that if there is more than one telephone in the place of installation of the Messenger unit, it would be to his/her advantage to have the telephone company or any other certified personal install an RJ31X jack and module that will enable the Mainstreet Messenger unit to obtain access to the telephone line should any other phone in the house, other than the one to which the Mainstreet Messenger unit is attached, be off the hook. By his/her signature below, the Subscriber directs authorized personnel to install the unit without the RJ31X jack/module and understands the danger of failure to install such jack and assumes the risk of injury to himself/herself as a result thereof. The Subscriber releases SSI and its employees and holds harmless and free from any claim of liability for damage to persons or property arising in any way from failure of the Subscriber to arrange for direct installation of the RJ31X jack and module.

4 HAS BEEN EXPLAINED TO ME. Initial here _____

5. **Response to Signal**

It is the obligation of SSI, and any subcontractors selected by SSI, to contact the responders as hereinafter listed by the Subscriber and verify the arrival of assistance at the Subscriber's location. The Subscriber understands that the Mainstreet Messenger Monitoring System is not part of any emergency medical service and that the Mainstreet Messenger system does not provide emergency care or medical advice. SSI is not responsible for the actions or inactions of the persons who have volunteered or consented to be called as responders.

6. **Maintenance**

It is understood that SSI will have authorized personnel install the equipment and perform an initial test call. **SSI is not responsible for the malfunctioning of the equipment or the system. SSI will provide reasonable maintenance of the equipment, but only upon the request of the Subscriber. The maintenance will be performed within a reasonable time after the receipt of a request from the Subscriber.** Any repairs requested by the Subscriber will be performed at the expense of SSI except any maintenance necessitated by the negligence of the Subscriber or the negligence of anyone other than the authorized personnel. All maintenance necessitated by the negligence of the Subscriber will be performed at the sole expense of the Subscriber and the Subscriber agrees to promptly pay for such maintenance.

7. **Release and Hold Harmless**

The Subscriber specifically understands that SSI will not be liable for any direct or indirect personal injuries or damages resulting from the malfunctioning of the equipment. Except as expressed in this agreement, SSI makes no representations or warranties, either expressed or implied, with respect to the equipment or the overall operations of the equipment. **The subscriber specifically understands that SSI is not guaranteeing that the equipment will operate**

100% of the time. SSI shall only be obligated to perform those reasonable duties, which it has specifically accepted in this agreement.

8. **Obligations of the Parties**

SSI agrees to:

- A. Provide, install, do an initial test, and as set forth in this agreement, maintain the equipment need for the Mainstreet Messenger Monitoring System.
- B. Provide instructions on the use of the equipment.
- C. Provide trained personnel to answer Subscriber calls.
- D. Make every reasonable effort to contact the Subscriber's designated responders. If unable to contact these individuals, Mainstreet Messenger Monitoring Center will contact appropriate emergency services.
- E. To the extent able, verifies the arrival of assistance at the Subscriber's location.
- F. Billing – Subscribers will be billed at \$_____ per month and will receive 1 (one) month free if 11 months are paid for in advance (12 months service for price of 11). If disconnected before the end of the 12th month, any refund will be prorated over the remaining term. Any rate increase will only apply after the expiration of the prepaid term.

Subscriber agrees to:

- A. Accept any charges incurred from the telephone company as a result of special needs or adjustments required for the installation of the service.
- B. Accept any charges incurred as a result of any emergency call whereby an ambulance or emergency service is dispatched for the Subscriber.
- C. Consent to any of the responder or any law enforcement or emergency medical personnel contacted by the Mainstreet Messenger Monitoring Center to enter the Subscriber's residence at the address above with force if reasonably necessary to do so, and relieves and releases Responders, SSI and any members, personnel or employees thereof from any and all liability for injury or damages done to the premises in making such entry.
- D. Consent to the release of necessary information to be given to the Responders.
- E. Allow access to authorized personnel to check, test and update equipment as indicated.
- F. Test the phone monthly by activating the "Alert Button" and informing dispatch that a test is being performed.
- G. Pay for any service calls if the problem is not with the Medical Alert Phone System.
- H. Agree to pay mileage for service, at the IRS rate.
- I. To notify Slope Services of Disconnect before billing date and return unit within thirty (30) days of disconnect or be billed accordingly.

9. **Termination**

This agreement may be terminated by either party upon written notice of thirty (30) days. In case of default on behalf of either party, the non-defaulting party may terminate this agreement without notice.

10. **Entire Agreement**

This agreement constitutes the total agreement between Subscriber and SSI and no person is authorized to act on behalf of SSI to change any terms of the agreement. This agreement, equipment and service is not transferable to any other individual or institution.

THE SUBSCRIBER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. CANCELLATION MUST BE IN WRITING.

THE TERMS AND CONDITIONS OF THIS AGREEMENT HAVE BEEN READ BY ME. I UNDERSTAND THE TERMS AND AGREE TO THEM.

Signed and executed on this _____ day of _____, 20____.

Subscriber

Provider

Slope Services, Inc.