

**NATIONWIDE SECURITY CORPORATION**  
47 Montowese Avenue, North Haven, CT 06473-3616  
(203) 785-0300  
CTLICENSE No.:105668

**PERSONAL EMERGENCY RESPONSE SYSTEM AGREEMENT**

Agreement dated \_\_\_\_\_, by and between NATIONWIDE SECURITY CORPORATION (hereinafter referred to as "NSC" or "Lesser") and \_\_\_\_\_ (Hereinafter referred to as "Subscriber")  
Site Address: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
Day Phone: \_\_\_\_\_ After Hours Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

The parties hereto agree that:

1. **PERSONAL EMERGENCY RESPONSE SYSTEM [PERS] IS LEASED AND REMAINS PERSONAL PROPERTY OF NSC:** NSC shall lease, instruct the Subscriber in the proper use of the Personal Emergency Response System, install or provide self installation instructions for the Subscriber a personal emergency response system, described herein, including all necessary devices and equipment, for the duration of this agreement, with the understanding that the entire system is and shall always remain the sole personal property of NSC and shall not be considered a fixture or a part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by NSC.
2. **SCHEDULE OF INSTALLATION:** Description of Equipment: Personal Emergency Response System Transmitter.  
The value of installed equipment is: \$350.00. Approximate Installation Date: \_\_\_\_\_ Activation Fee \$ \_\_\_\_\_
3. **CANCELLATION AND REFUND POLICY:** If Subscriber cancels this agreement with NSC the subscribers must put it in writing with a 30 day notice, upon such cancellation and return of the equipment, NSC will refund to Subscriber any amount paid for the equipment and any advance payment for services not yet rendered.
4. **RENTAL AND SERVICE CHARGES.** Subscriber agrees to pay NSC:  
The sum of \$ \_\_\_\_\_, per month, Sales Tax \$ \_\_\_\_\_ Total \$ \_\_\_\_\_ Payment Mode \_\_\_\_\_ in advance for the rental and servicing of the personal emergency response system for the term of this agreement commencing upon date of installation.
5. **TERM OF AGREEMENT: RENEWALS:** The term of this agreement shall be for a period of \_\_\_\_\_. This agreement shall renew itself month to month thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the contract at least 30 days prior to the expiration of any term, thereby relieving Subscriber of any obligation to pay any charge after the termination of service.
6. **INCREASES OF MONTHLY CHARGE:** NSC shall be permitted to increase the charges provided for herein at any time or times after the expiration of one year from the date per annum each year, upon giving notice to Subscriber.
7. **PERSONAL EMERGENCY RESPONSE SYSTEM CENTRAL OFFICE MONITORING:** Upon receipt of a signal, NSC or its designee communication center, shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department or emergency personal response service designated by Subscriber. Subscriber acknowledges that signals which are transmitted over telephone lines, or other modes of communication pass through communication networks wholly beyond the control of NSC and are not maintained by NSC and, therefore, NSC shall not be responsible for any equipment failure which prevents transmission signals from reaching the central office monitoring center or damages arising there from. Subscriber agrees to furnish NSC with a written list of names and telephone numbers of those persons Subscriber wishes to receive notification of emergency conditions together with a list of all medication, allergies and medical conditions subscriber wishes to be available to all personal emergency response personnel and medical personnel. All changes and revisions shall be supplied to NSC in writing. Subscriber acknowledges that NSC provides no response to a personal emergency response system signal except notification to the appropriate party, and that the provisions of this agreement exculpating and limiting NSC's liability are fully applicable to the personal emergency response system service. NSC may, without prior notice, suspend or terminate its services, in designee communication center's sole discretion, in event of Subscriber's default in performance of this agreement or in event designee communication center facility or communication network is nonoperational or Subscriber's system is sending excessive communication. NSC is authorized to record all telephone conversations and shall own such recordings.
8. **SUBSCRIBER'S CARE OF EQUIPMENT: REPAIRS AND ADDITIONS:** Subscriber agrees not to tamper with, remove or otherwise interfere with the personal emergency response system. The equipment shall remain in the same location as installed and Subscriber agrees to bear the cost of repairs, replacement, relocation or additions to the system made necessary as a result of any painting, alteration, remodeling or damage, including damage caused by unauthorized intrusion to the premises, lightning or electrical surge, except for ordinary wear and tear, in which event repair or replacement shall be made by NSC without additional charge. Obsolete components are not included in this contract and will be repaired or replaced at Subscriber's expense.
9. **TELEPHONE SERVICE IS NECESSARY AND SUBSCRIBER'S RESPONSIBILITY:** Subscriber acknowledges that the Personal Emergency Response System Transmitter plugs into a standard telephone jack and communicates over standard telephone lines using two way voice communications. **The transmitter will not work with VOIP Internet connection.**
10. **SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:** Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power and electrical outlets and receptacles, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by NSC in its sole discretion.
11. **DELAY IN INSTALLATION:** NSC shall not be liable for any damage or loss sustained by Subscriber as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including NSC's negligence in the performance of this agreement, and Subscriber shall not be relieved from payments due under this agreement for such period.
12. **TESTING AND SERVICE OF PERSONAL EMERGENCY RESPONSE SYSTEM:** The parties hereto agree that the personal emergency response system, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the personal emergency response system and to notify NSC if it is in need of repair or replacement. NSC shall not be required to service or replace the equipment unless the equipment is returned by the subscriber to NSC at NSC address. NSC will upon subscriber's request arrange pickup and delivery, at NSC's expense by UPS or US Postal Service. If NSC fails to repair or replace the personal emergency response system within 7 days after receipt of said written notice, Subscriber shall not be obligated to pay any amount for service from date said written notice is given, until the personal emergency response system is restored to working order unless NSC determines that the equipment is operational and the system failure was electrical or telephone service related at subscriber's premises, in which event subscriber shall pay NSC's cost of shipping and inspection charge of \$150.00. In any lawsuit between the parties in which the condition or operation of the equipment is in issue, the Subscriber shall be precluded from raising the issue that the equipment was not operating unless Subscriber can produce a US Post Office certified or registered receipt, signed by NSC, evidencing that service was requested by Subscriber.

**SEE REVERSE SIDE FOR TERMS AND CONDITIONS OF THIS AGREEMENT WHICH ARE PART OF THIS CONTRACT:  
READ THEM BEFORE YOU SIGN THIS CONTRACT  
SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS CONTRACT AT TIME OF EXECUTION**

**NATIONWIDE SECURITY CORPORATION:**

Subscriber agrees to have its credit card automatically charged for all charges under this contract.

BY: \_\_\_\_\_

Credit Card #: \_\_\_\_\_

Print: \_\_\_\_\_

Security Code: \_\_\_\_\_

Title: \_\_\_\_\_

Expiration: \_\_\_\_\_ Date: \_\_\_\_\_

Date: \_\_\_\_\_

MasterCard  Visa  American Express

Cardholder's Name (As it appears on credit card): \_\_\_\_\_

**SUBSCRIBER:**

Signature: \_\_\_\_\_

Card Holder Billing Address: \_\_\_\_\_

Print: \_\_\_\_\_ Date: \_\_\_\_\_

13. **SUBSCRIBER TO INSURE NSC'S EQUIPMENT:** Subscriber shall insure NSC's equipment against fire and casualty and Subscriber agrees to name NSC in said insurance policy as "loss payee" to the extent of the value of the equipment as set forth hereinabove. Subscriber shall be responsible for any loss occasioned by fire or casualty and the cost of replacing or restoring the personal emergency response system. Notwithstanding the condition of Subscriber's premises, or NSC's impossibility of performance occasioned by condition of Subscriber's premises, Subscriber shall remain liable for monthly payments for the term of this agreement without offset or reduction.
14. **TERMINATION IN THE EVENT OF DEATH:** This agreement shall terminate upon Subscriber's death and the return of all NSC equipment by subscriber's representative at subscriber's expense by UPS or US Postal Service, signature required, delivery to NSC. NSC shall terminate all services upon death of Subscriber.
15. **ASSIGNMENTS/WAIVER OF SUBROGATION RIGHTS:** Subscriber shall not be permitted to assign this agreement without written consent of NSC. Any such assignment without prior approval shall be deemed a breach of this agreement. NSC shall have the right to assign this contract and shall be relieved of any obligations created herein upon such assignment. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against NSC or NSC's subcontractors arising out of this agreement or the relation of the parties hereto.
16. **INDEMNITY:** Subscriber agrees to and shall indemnify and hold harmless NSC, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third parties, including reasonable attorneys' fees, and losses asserted against and alleged to be caused by NSC's performance, negligent performance or failure to perform its obligations under this agreement. Parties agree that there are no third party beneficiaries of this contract.
17. **REMOVAL OF PERSONAL EMERGENCY RESPONSE SYSTEM:** Upon termination of this agreement NSC shall be permitted to discontinue all monitoring service and subscriber shall at subscriber's expense return, via UPS or US Postal Service, signature required, NSC equipment to NSC. If for any reason caused by Subscriber, or the owner of the premises if other than the Subscriber, said personal emergency response system is not delivered to NSC within 7 days of such termination, subscriber shall be deemed to have purchased the equipment for the agreed value stated in this agreement.
18. **LEGAL ACTION:** The parties agree that due to the nature of the services to be provided by NSC the payments to be made by Subscriber for the term of this agreement are an integral part of NSC's anticipated profits, and in the event of Subscriber's breach of this agreement it would be difficult if not impossible to reasonably estimate NSC's actual damages. Therefore, in the event of Subscriber's default of this agreement Subscriber shall pay to NSC 80% of the balance due for the term of this agreement as liquidated damages, and NSC shall be permitted to terminate all its services under this agreement without relieving Subscriber of any obligation herein. Additionally, in the event of Subscriber's breach of this agreement NSC may, at its option, either remove its equipment or deem same sold to Subscriber for 80% the amount specified as the value of the equipment. The parties waive trial by jury in any action between them. In any action commenced by NSC against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. Any action by Subscriber against NSC must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against NSC must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against NSC in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement. Should NSC refer this contract to an attorney, Subscriber shall pay NSC's legal fees <http://www.arbitr8ors.com>. This agreement shall be governed by the laws of the State of Connecticut. Subscriber submits to the jurisdiction of Connecticut and agrees that any litigation between the parties must be commenced and maintained exclusively in the State of Connecticut, and in the county where NSC's principal place of business is located.
19. **ADDITIONAL PAYMENTS.** In addition to the payments set forth herein, Subscriber agrees to be liable for and pay to NSC any excise, sales, property, or other tax, telephone line charges, and any increases thereof, which may be imposed upon NSC because of this agreement. Should NSC be required by existing or here after enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay NSC for such service or material.
20. **FALSE ALARMS/PERMIT FEES:** Subscriber is responsible for all alarm permits and permit fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse NSC for any fines relating to permits or false alarms. NSC shall have no liability for permit fees, false alarms, false alarm fines, police or fire response, any damage to personal or real property or personal injury caused by police or fire department response to alarm, whether false alarm or otherwise, or the refusal of the police or fire department to respond. In the event of termination of police or fire response by the municipal police or fire department this contract shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should NSC be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay NSC for such service or material.
21. **NSC'S RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Subscriber agrees that NSC is authorized and permitted to subcontract any services to be provided by NSC to third parties who may be independent of NSC, and that NSC shall not be liable for any loss, damage or injury sustained by Subscriber by reason of any other cause whatsoever caused by the negligence of third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to NSC's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors and communication centers of NSC.
22. **NO WARRANTIES OR REPRESENTATIONS: SUBSCRIBER'S EXCLUSIVE REMEDY:** NSC does not represent nor warrant that the personal emergency response system will prevent any loss, damage or injury to person or property, or that the personal emergency response system will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges that NSC is not an insurer, and that Subscriber assumes all risk for loss or injury to Subscriber's property or person. NSC has made no representation or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Subscriber's exclusive remedy for NSC's default hereunder is to require NSC to repair or replace, at NSC's option, any equipment or part of the personal emergency response system which is non-operational.
23. **EXCULPATORY CLAUSE:** The parties agree that NSC is not an insurer and no insurance coverage is offered herein. Subscriber's payments to NSC are for the installation, rental and service of a personal emergency response system designed to reduce certain risks of loss, though NSC does not guarantee that no loss will occur. NSC is not assuming liability and therefore shall not be liable to Subscriber for any loss or injury sustained by Subscriber as a result of any cause whatsoever, regardless of whether or not such loss or injury was caused by or contributed to by NSC's negligent performance to any degree or failure to perform any obligation or strict products liability. Subscriber releases NSC from any claims for contribution, indemnity or subrogation.
24. **LIMITATION OF LIABILITY:** The parties agree that the personal emergency response system is not designed or guaranteed to prevent any loss or injury. If, notwithstanding the terms of this agreement, there should arise any liability on the part of NSC as a result of any cause whatsoever, regardless of whether or not such loss, damage, or personal injury was caused by or contributed to by NSC's negligence to any degree or failure to perform any obligation or strict products liability, such liability will be limited to an amount equal to six (6) times the monthly payment paid by the Subscriber to NSC at the time such liability is fixed, or to the sum of \$250.00, whichever is greater. If Subscriber wishes to increase NSC's maximum amount of such limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental agreement, obtain from NSC a higher limit by paying an additional amount consonant with the increase of liability. This shall not be construed as insurance coverage.
25. **PERSONAL MEDICAL DISCLOSURE AUTHORIZATION:** Any medical or other personal information provided by subscriber to NSC may be disclosed by NSC to any personal emergency response personnel or medical personnel requesting same.
26. **CONFLICTING DOCUMENTS.** Should there arise any conflict between this agreement and Subscriber's purchase order or other document, this agreement will govern, whether such purchase order or document is prior to or subsequent to this agreement.
27. **FULL AGREEMENT/SEVERABILITY.** This agreement constitutes the full understanding of the parties and may not be amended or modified or canceled except in writing signed by both parties. This contract shall be governed by the laws of the State of Connecticut. Should any provisions of this agreement be deemed void, all other provisions will remain in enforceable.

### **NOTICE OF CANCELLATION**

**I. YOU, THE PURCHASER, MAY CANCEL THIS TRANSACTION WITH OR WITHOUT CAUSE AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.**

**II. ON AND AFTER MIDNIGHT OF SUCH THIRD DAY, YOU, THE PURCHASER, MAY CANCEL YOUR AGREEMENT WITH THE LESSEE FOR YOU TO RECEIVE PERSONAL EMERGENCY RESPONSE SERVICE MORE THAN 30 DAYS AFTER YOUR NOTIFYING THE LESSEE IN WRITING OF YOUR CANCELLING SUCH AGREEMENT, PROVIDED THAT YOU HAVE LEGALLY OBLIGATED YOURSELF TO BEGIN LIVING IN A NURSING HOME OR OTHER HEALTH-RELATED FACILITY WITHIN SUCH 30-DAY PERIOD FOR WHAT IS EXPECTED TO BE A PERMANENT STAY OR AN EXTENDED STAY FOR AT LEAST 2 MONTHS, OR THAT YOU HAVE ALREADY BEGUN LIVING THEREIN EXPECTING YOUR STAY TO BE PERMANENT OR FOR AT LEAST 2 MONTHS, AND PROVIDED THAT THESE FACTS ARE VERIFIED BY YOUR DOCTOR OR BY THE NURSING HOME OR OTHER HEALTH-RELATED FACILITY. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THESE RIGHTS.**

**SUBSCRIBER:**

Signature: \_\_\_\_\_

**Notice of Cancellation form to be completed and attached in duplicate**

Print: \_\_\_\_\_ Date: \_\_\_\_\_