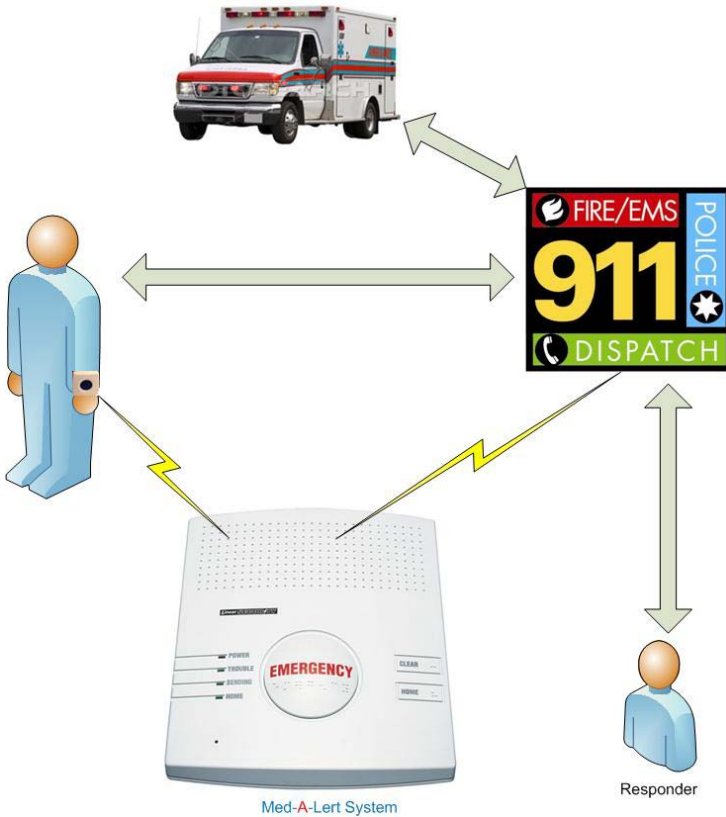


## Personal Emergency Response System (PERS)

Serving the Counties of Chippewa, Rusk, Barron, Polk, Burnett, Washburn, Sawyer, Ashland, Iron, Bayfield, and Douglas

### Secure your independence with the touch of a button

As we age, independence and security are two things we begin to appreciate more. A monitored medical alert system from Chippewa Valley Electric can help you and your loved ones achieve both. With a Med-A-Lert Medical Alert System, you can ensure your loved ones will have quick access to help in an emergency, twenty-four hours a day, seven days a week.



Need medical assistance? Then help is at your fingertips. Simply press the emergency button on any one of our products and a trained monitoring center dispatcher will respond immediately, analyze the call, and contact predetermined responder(s), and/or send medical assistance if needed.

All Med-A-Lert Medical Alert Systems come with a lightweight pendant, belt clip or wristband, allowing individuals to wear or carry them for easy access in case of an emergency. The system also includes a table top unit that provides two-way communication with dispatchers.

Not only will the Med-A-Lert medical alert system offer your loved ones independence and peace of mind, but it's affordable.

**Phone Lease & Professional Monitoring is only \$23.70 per Month**

(plus tax, 3 month minimum)

**\$35 Installation fee**

**For more information or to request a Med-A-Lert System be installed in your home, call Chippewa Valley Electric at:**

**715.239.6800 or 800.300.6800 Fax 715.239.4290**

**Email us at: [med-a-lert@cvecoop.com](mailto:med-a-lert@cvecoop.com)**



# Med-A-Lert

## Personal Emergency Response System (PERS)

Serving the Counties of Chippewa, Rusk, Barron, Polk, Burnett, Washburn, Sawyer, Ashland, Iron, Bayfield, and Douglass

### ***Competitive Comparison***

<b>Med-A-Lert</b>		<b>LifeLine</b>
Years in business	17	36
Max # of Responders	Unlimited	3
Local Service Representatives	Yes	No
Monthly Service Fee	\$ 23.70 (plus tax)	\$ 35.00
Installation Fee	\$ 35.00 (plus tax)	\$ 60-\$80 (if available)
Fee if self installed	\$ 0	\$ 20
Local Response Center	Yes (MN)	No (MA)
Cost f/ add'l Pendant	\$ 0	\$ 10
Toll Free Customer Service	Yes	Yes
Surge Protection	Included	Not Available

Secure your independence with the touch of a button

Ordering Med-A-Lert is quick and easy, just call us at 715.239.6800 or 800.300.6800

Med-A-Lert is  
provided by



22 July 2010

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Date: \_\_\_/\_\_\_/\_\_\_ Current Chippewa Valley Electric Cooperative Member?  Yes \_\_\_\_\_  No  
 (acct #)

Client Name:	_____	_____	_____	___/___/___
	(last)	(first)	(mi)	Date of Birth
Additional Name:	_____	_____	_____	___/___/___
	(last)	(first)	(mi)	Date of Birth
Address:	_____			
City:	_____	State:	_____	ZIP:
			_____	Phone: (____) ____-_____

**Billing Information (if different than client)**

Name: \_\_\_\_\_ Relationship to Client: \_\_\_\_\_  
 (last) (first)

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_-\_\_\_\_\_

Current Chippewa Valley Electric Cooperative Member?  Yes \_\_\_\_\_  No  
 (acct #)

Directions to home (if rural): \_\_\_\_\_

Animals in Home?  Yes \_\_\_\_\_  No Key Location: \_\_\_\_\_  
 (name & breed)

Location of Medications: \_\_\_\_\_

Medical History/Conditions \_\_\_\_\_

Device Serial Number: \_\_\_\_\_

Responder Information (Neighbors, friends, or family who live or work within 15 minutes of your home)

	Name	Cell	Home	Work
<b>1</b>				
<b>Relationship:</b>			<b>Key: <input type="checkbox"/> Yes <input type="checkbox"/> No</b>	
<b>2</b>				
<b>Relationship:</b>			<b>Key: <input type="checkbox"/> Yes <input type="checkbox"/> No</b>	
<b>3</b>				
<b>Relationship:</b>			<b>Key: <input type="checkbox"/> Yes <input type="checkbox"/> No</b>	
<b>4</b>				
<b>Relationship:</b>			<b>Key: <input type="checkbox"/> Yes <input type="checkbox"/> No</b>	

## Med-A-Lert Agreements and Understandings

### A. Purpose of This Agreement

This agreement is between two parties: The Subscriber, which is YOU, and Chippewa Valley Electric Cooperative (herein after referred to as CVEC). The purpose of this Agreement is to provide equipment and alarm monitoring service at YOUR premises. YOU agree to pay CVEC for the lease of equipment and monitoring service. Monitoring service is provided by WH International Response Center (WHI), a division of Wright-Hennepin Cooperative Electric Association. This Agreement explains YOUR duties and responsibilities to CVEC and CVEC's duties and responsibilities to YOU in providing the equipment and alarm monitoring service. You state that YOU have the authority to enter into and sign this binding Agreement.

### B. Med-A-Lert Service — YOUR Responsibilities

You agree that effective monitoring of alarm signals requires YOUR cooperation. YOU agree:

1. To provide a working telephone (land based/POTS/1MB/Standard) line.
2. To provide a standard 120V household receptacle, with proper grounding per the current National Electric Code (NEC).
3. To not remove surge protection installed by CVEC.
4. To test the Alarm System monthly (by pressing button on pendant) and to immediately notify CVEC if YOU find anything wrong.
5. To avoid doing anything which might damage the PERS (Personal Emergency Reporting System) or which might cause false alarms.
6. To keep all account information updated by notifying CVEC, in writing, of any changes, including address, phone number, responders, etc.
7. To obtain and pay any city, state and/or other authority for permits or licenses that are required to operate YOUR Alarm System, and also to pay any fines which may result from false alarms.
8. To let CVEC speak for YOU in giving WHI, verbally or in writing, any and all monitoring and WHI response instructions relative to the operation or non-operation of YOUR Alarm System or components of YOUR Alarm System.
9. To speak to CVEC using the English language.
10. To pay when due the billing and invoices for services under this agreement. If YOU have a third party making payment of this bill and that party fails or refuses to pay the same, YOU will be responsible for payment of the same.

### C. Med-A-Lert Service — CVEC's Responsibilities

CVEC agrees to provide the following equipment and alarm monitoring service for YOU:

1. Equipment: PERS, ownership of which retained by CVEC. YOU are leasing said equipment.
2. Installation: CVEC will install the PERS within 72 business hours of receiving this agreement, signed by YOU or YOUR authorized representative. A fee will be charged for installation. If a deposit is required, installation will take place within 72 business hours of receiving this agreement, signed by YOU or YOUR authorized representative, and the deposit. CVEC will relay Medical Notification Information (MNI) to WHI within 24 business hours of receipt of said information.
3. When WHI receives an emergency signal from YOUR Alarm System, WHI will try to telephone the authority(s) and/or a person on the notification list supplied by YOU.
4. If WHI has reason to believe that no emergency actually exists, then WHI can choose to not make those calls.
5. Signals which WHI believes do not indicate an emergency will be treated according to established WHI procedures.
6. CVEC maintains the Equipment. If an issue arises with the Equipment, CVEC will, at their option, repair or replace said Equipment within 36 business hours of being notified by either YOU or WHI.
  - a. CVEC may send you replacement Equipment, or a CVEC Technician will deliver replacement Equipment, at CVEC's option.
  - b. If a CVEC technician is dispatched to address trouble with the Equipment, and the fault is found to be with the phone line, electrical service, or any aspect of the installation *other than* the Equipment, YOU will be charged for the visit.
  - c. Hours of Operation: CVEC Med-A-Lert technicians are available via phone (715.239.6800 or 800.300.6800) or e-mail ([med-a-lert@cvecoop.com](mailto:med-a-lert@cvecoop.com)) during normal business hours (M-F, 7:30AM-4:00PM, excluding CVEC observed holidays).

### D. Limitation of CVEC's Responsibilities and Liabilities:

1. A PERS can be bypassed and may not always operate properly for numerous reasons. THEREFORE, CVEC HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND DOES NOT REPRESENT OR GUARANTEE THAT ITS SERVICE WILL AVERT, DETER MITIGATE OR PREVENT ANY LOSS.
2. CVEC does not guarantee or warrant the response of any emergency responder including but not limited to fire departments, police departments, emergency medical services or others.
3. YOU ARE AWARE THAT CVEC would have to charge YOU a much higher price for the Med-A-Lert service if CVEC were going to be responsible for any harm such as personal injury or death to persons or other loss which might occur at the premises where the PERS is installed. As a result, YOU agree that:
  - a. CVEC will not be responsible for any maintenance associated with the phone line or electrical wiring in YOUR home.
  - b. CVEC will not be responsible for the appropriateness, safety or design of any equipment located at YOUR premises and does not warrant, guarantee or insure the same.
  - c. CVEC will not be responsible for or provide any insurance covering any harm such as business or personal loss, theft of property or money, property damage, personal injury or death or other loss to YOU or anyone else resulting from the installation, use or presence of said equipment.
  - d. In the event a court should decide that a problem with the Med-A-Lert service or any other improper or careless activity by CVEC (or its employees or agents), caused or resulted in any harm including but not limited to business or personal loss, theft of property or money, property damage, personal injury or death to YOU or others, CVEC's maximum liability will be limited to six (6) times the monthly Med-A-Lert fee paid by YOU to CVEC or \$250, whichever shall be greater, as liquidated damages and not as a penalty, and this liability shall be complete and exclusive. YOU agree on behalf of yourself and all others on your premises to accept said liquidated damages and to indemnify CVEC for any and all liability in excess of the liquidated damages.

- e. YOU hereby release, discharge and agree to hold CVEC, its employees, contractors, and agents harmless from any and all claims, liabilities, damages, loss, or expenses arising from, caused or resulting from or related to this Agreement or the equipment or services provided hereunder whether the claim is made by YOU, YOUR guests, invitees or trespassers on your premises, YOUR agents or insurance company or by any other parties. YOU agree to indemnify, defend and hold CVEC, its employees and agents harmless from any claims for subrogation which may be brought against CVEC, its employees and agents by any insurer or insurance company or its agents or assigns, or any other parties, for payment of damages, expenses, costs and attorney's fees. YOU agree to notify YOUR insurance company of this release.

**E. Suspension of This Agreement**

It is understood by YOU that CVEC may stop monitoring YOUR PERS, temporarily, without notice and without liability or penalty, for the any of following reasons:

- 1. If WHI receives too many false alarms or redundant or similar signals from YOUR Alarm System.
- 2. If the telephone or radio telemetry system between YOUR PERS and the WHI Central Station isn't working properly.
- 3. If lightning strikes, floods, fire, equipment failures or other events beyond CVEC's control affect the operation of WHI's Central Station or the telephone or radio telemetry system.

You may request monitoring be suspended for up to 6 months-

- 1. While suspended, any calls to WHI Central Station will be ignored.
  - a. Contact CVEC to resume monitoring
  - b. While suspended you will be charged a monthly service fee of \$ 5.00/month, billed in full month increments only.

**F. Cancellation of This Agreement**

It is understood by YOU that CVEC may stop monitoring the Alarm System, permanently, without liability or penalty, for the following reasons:

- 1. If WHI receives too many false alarms from YOUR Alarm System.
- 2. If WHI is legally prevented from monitoring YOUR Alarm System.
- 3. If the CVEC receives a Cancellation request from YOU
- 4. If your account becomes delinquent by more than 30 days.

**G. Return of Equipment**

All Equipment (PERS, Pendant(s), Surge Protection, etc.) must be returned to CVEC within 10 days of the cancellation of this Agreement. It is your responsibility to deliver the Equipment to CVEC at 317 South 8<sup>th</sup> Street, Cornell, WI. If Equipment is not returned, in working order less any normal wear, within 10 days, you will be invoiced for the Equipment.

**H. Term of This Agreement**

- 1. The minimum term of this Agreement is three (3) Months.
- 2. The term of this Agreement is indefinite, provided that any party may cancel the Agreement at any time upon 30 days written notice to all other parties, after the minimum term has been satisfied.

**I. Complete Agreement: No Spoken Changes**

- 1. Should there arise a conflict of terms or agreements and understandings between this Agreement and YOUR order, YOU agree that this Agreement shall be supreme, binding and govern.
- 2. Everything that YOU and CVEC have agreed on is written in this Agreement. It replaces all earlier agreements and understandings, whether spoken or written.
- 3. Nothing that YOU, CVEC, or WHI may have said can change this Agreement.
- 4. This Agreement can only be changed in writing, and the writing must be signed by YOU, YOUR designated agent, and CVEC.
- 5. This Agreement may not be assigned by YOU except upon prior written consent by CVEC.
- 6. This Agreement will be accepted by CVEC in Wisconsin-U.S.A., shall be subject to and governed solely by the laws of the State of Wisconsin and that all parties to this Agreement agree to the exercise of jurisdiction in the appropriate court in the State of Wisconsin.
- 7. It is understood that this Agreement will not become effective until signed by CVEC. YOU state that YOU have received a copy of this Agreement.
- 8. Any notice to be given hereunder by either party shall be in writing, sent First Class Mail addressed to such party at the address contained herein.

YOU agree to the Agreements and Understandings printed on the FRONT and BACK of this Agreement and acknowledge that YOU have read and understand them. YOU agree that CVEC is not an insurer and that CVEC's liability is specifically limited by the Agreements and Understandings.

This is not a binding Agreement until it has been accepted by CVEC. If it is not accepted, CVEC's only liability will be to refund or credit any amount that YOU may have paid to CVEC according to this Agreement.

X \_\_\_\_\_  
 Agreed to by Subscriber-Authorized Signature      Printed Name      Title      Date

X \_\_\_\_\_  
 Agreed to by Subscriber-Authorized Signature      Printed Name      Title/Spouse      Date

CVEC Account #: \_\_\_\_\_

**Accepted by Chippewa Valley Electric Cooperative**

By (Signature): \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_