



CO-OP CITY DEPARTMENT OF PUBLIC SAFETY

2049 Bartow Avenue
Bronx, N.Y. 10475

Dear R.U.O.K. Applicant,

Thank you for your inquiry regarding the "Are You O.K." program.

Enclosed are your registrations forms.

Please complete both and return to:

**Co-op City Department of Public Safety
2049 Bartow Avenue
Bronx, New York 10475
Attention: Lt. Jeffrey Bowman**

Upon receipt of these forms we will process your application and contact you to set up the time of your phone call and the date you will start in the "Are You O.K." program.

If you have any questions, please contact:

Lieutenant Jeffrey Bowman
Operations Lieutenant
Co-op City Department of Public Safety

(718) 320-3333 extension 3339

ARE YOU OKAY PROGRAM

I _____ (hereinafter "subscriber") have requested to participate in the "Are You Okay" program sponsored by Riverbay Corporation. I have received a copy of the directions/regulations regarding this program and I understand the information given to me. I authorize Riverbay Corporation to exercise prudent judgement in the event it becomes necessary to enter my unit (as a result of my failure to respond as directed to the reassurance call if the neighbor or family member I granted key possession/permission is unavailable). I further recognize that if this occurs during non-business hours, Riverbay Corporation may have to drill out my lock to enter my unit. I understand that the drill out will be conducted at my expense. I also have been advised that if I am repeatedly responsible for non-emergency alarms I will be taken off the program. I understand that if I am taken off the program that I will be given literature regarding programs available to me from other local vendors; at my expense.

I agree to keep information necessary for registration current. The Keys are available to the person listed on the registration. This person has agreed to accept the responsibility of holding my keys. I have explained to them, in case of an alert, that they will be called and required to bring the keys and to enter my unit with someone from Riverbay Security.

It is understood and agreed that Riverbay Corporation, including its agents, principals and employees, is providing the services described herein as an accommodation to its residents and that Riverbay Corporation, its agents, principals and employees make no guarantee or warranty, including any implied warranty of merchantability or fitness that the services supplied will avert or prevent occurrences or the consequences therefrom which the service is designed to detect or avert.

Furthermore, the subscriber acknowledges that it is impractical and extremely difficult to fix any actual damages, if any, which may proximately result from a failure to perform any of the service herein, or the failure of the system to properly operate with resulting loss or injury to the subscriber because of, among other things:

- A. The uncertainty of the response time of any police, fire or other department should the department be dispatched to the subscriber's residence;
- B. The inability to ascertain what portion, if any, of any loss or injury would be proximately caused by the failure of Riverbay Corporation, its agents, principals and employees to perform or the equipment to operate;
- C. The nature of the service being performed by Riverbay Corporation, its agents, principals and employees.

The subscriber understands and agrees that if Riverbay Corporation, its agents, principals or employees should be found liable for loss due to a failure to perform the service provided, or a failure in the monitoring equipment in any respect whatsoever, the liability of Riverbay Corporation, its agents, principals and employees shall be limited to Two Hundred Fifty Dollars (\$250.00) and this liability shall be exclusive; and that the provisions of this paragraph shall apply if loss or injury, irrespective of cause or origin results directly or indirectly to the subscriber, from performance or non-performance of the services provided by Riverbay Corporation, its agents, principals and employees, or from negligence, active or otherwise, of Riverbay Corporation, its agents, principals or employees.

Furthermore, subscriber agrees to and shall indemnify and save harmless Riverbay Corporation, its agents, principals and employees for and against all third-party claims, lawsuits and proceedings alleged to be caused by the performance or non-performance of Riverbay Corporation, its agents, principals and employees relative to the services provided under this program.

Witness

Signed

Printed Name

Telephone Number