



Livingston Police Department
 333 S. Livingston Ave.
 Livingston, NJ 07039
 (973) 992-3000



Roseland Police Department
 15 Harrison Ave.
 Roseland, NJ 07068
 (973) 226-8700

Project Lifesaver Contract

THIS AGREEMENT is made this _____ day of _____, 20____ by and between the

LIVINGSTON/ROSELAND POLICE DEPARTMENTS (hereinafter the LPD/RPD), and

_____ (Responsible Party) whose

address is _____,

_____ (City/Town), _____ (State), _____ (Zip Code).

WHEREAS, the LPD/RPD serves the community through the efforts of members who perform benevolent, humanitarian, and charitable services, principally air and ground search and rescue and disaster relief; and,

WHEREAS, the LPD/RPD is undertaking a program for search and rescue using electronic signaling devices as an aid in searching for lost persons who suffer in one form or another from diminished mental capacity or other disability; and,

WHEREAS, the LPD/RPD is under no legal or other duty to provide such a search system to persons suffering from diminished capacity or disability; and,

WHEREAS, the LPD/RPD does not act as an agent, representative, or surrogate for any other person, body, or legal entity in undertaking the program, and neither obligates nor is able to obligate any other person, body, or legal entity by undertaking such a program; and,

WHEREAS, the RESPONSIBLE PARTY named herein is empowered, able, and authorized to act in the name of and on behalf of the person named in Section 1 below; and,

WHEREAS, the RESPONSIBLE PARTY desires to participate for the benefit of the person named in Section 1 below in the program being undertaken.

THEREFORE:

IN CONSIDERATION OF THE MUTUAL PROMISES MADE HEREIN, the above parties agree as follows:

1. The LPD/RPD agrees to furnish to the RESPONSIBLE PARTY named above for the use and benefit of _____, a Project Lifesaver/Locating System consisting of a wrist band transmitter or its equivalent together with monitoring, response and tracking services appropriate and necessary for the use of each equipment.
2. The LPD/RPD will be paid a monthly maintenance fee of \$12.00 per month, said sum to be paid on or before the 10th (tenth) day of each month at the office of the LPD/RPD.
3. The RESPONSIBLE PARTY shall bear the initial cost for purchasing the wrist band transmitter which shall then be purchased or supplied by the LPD/RPD.
4. It is the duty of _____, the RESPONSIBLE PARTY, to immediately notify the LPD/RPD in the event the designated wearer of the Project Lifesaver Locating System tracking bracelet is discovered missing from the RESPONSIBLE PARTY'S care.
5. In the event that the Project Lifesaver Locating System bracelet is no longer needed by the designated wearer of said bracelet, the LPD/RPD is to be notified immediately so that said bracelet can be removed.
6. It is expressly understood and agreed that the LPD/RPD is responsible for the routing maintenance of the Project Lifesaver Locating System equipment provided hereunder; however, the LPD/RPD is NOT responsible in any respect for any technical failure due to manufacturing or material defects of the equipment herein provided. It is expressly understood and agreed that the LPD/RPD makes no warranties of any kind with regard to the equipment described herein, the operation or effectiveness of the equipment described herein, the fitness or suitability of the equipment described herein for a particular purpose, or the merchantability of the equipment described herein. In addition, the LPD/RPD is not responsible for any failure in the telephone pager system used for emergency messages or alerts. Telephone systems and pagers fail to perform or underperform from time to time. The LPD/RPD make no warranties of any kind with regard to telephone or pager systems used in the program.
7. In the event of a failure of the Project Lifesaver Locating System equipment described herein, the LPD/RPD will attempt to replace or repair such equipment at its option, upon being notified of the need for such service.
8. It is specifically agreed and understood that the LPD/RPD shall retain all title and interest in said equipment, and in no way does the lessee acquire any title in said equipment.
9. This agreement may be terminated at the option of either party upon thirty (30) days written notice to either party.

10. The RESPONSIBLE PARTY expressly acknowledges and agrees that the Project Lifesaver Locating System bracelet tracking system is NOT intended to replace the care, monitoring, attention, and oversight to be provided by the RESPONSIBLE PARTY to the person named in Section 1 above. The RESPONSIBLE PARTY, on behalf of the bracelet wearer, accepts the use of the Project Lifesaver Locating System equipment and services described above with the understanding that the Project Lifesaver Locating System equipment and services are intended to be merely an additional and ancillary (supplemental) tool providing an extra means of locating the wearer of the Project Lifesaver Locating System bracelet in the event that the wearer is discovered missing.
11. NOTICE: READ SECTION 11 VERY CAREFULLY! DO NOT SIGN THIS CONTRACT UNLESS YOU UNDERSTAND THIS SECTION! SECTION 11 WAIVES IMPORTANT LEGAL RIGHTS AND CLAIMS! YOU ARE RECOMMENDED TO CONSULT YOUR OWN ATTORNEY BEFORE SIGNING THIS CONTRACT!

_____, the RESPONSIBLE PARTY, hereby releases the LPD/RPD from any and all liability arising from any failure of the Project Lifesaver Locating System equipment or any failure of the LPD/RPD, of whatever sort, kind, nature, regarding the performance and fulfillment of the monitoring, response, and tracking services described in Section 1 above, or any other ends for which this agreement is made.

The LPD/RPD shall not be held responsible for any failure, delay, default, interruption, stoppage, or interference or any other failure of any kind, manner, or nature regarding the performance of the equipment or services under this contract.

_____, the RESPONSIBLE PARTY, hereby releases and holds harmless the LPD/RPD for all action and inaction on its part, and indemnifies the LPD/RPD against all claims, actions, lawsuits, or causes of action brought against the LPD/RPD, whether by RESPONSIBLE PARTY, or on RESPONSIBLE PARTY'S behalf, or by others, even if such claim is false or fraudulent, and regardless of who the parties may be.

_____, the RESPONSIBLE PARTY, hereby releases and holds harmless (1) the Livingston and/or Roseland Police Departments; (2) the Township of Livingston and/or Borough of Roseland; (3) any and all members of the LPD/RPD, as well as any and all other persons or entities associated with the LPD/RPD in conducting the program involving the use of the Project Lifesaver Locating System equipment and the provision of said services described herein. Such parties named in this paragraph shall be released and held harmless to the full extent and in every manner identified in Section 11 regarding the LPD/RPD.

12. Liquidated Damages and Limitation of Liability: In any lawsuit under this contract, the maximum liability under any circumstances of the Livingston Police Department and/or Roseland Police Department, and any other person(s) and/or entity(s) named in Section 11 shall be limited to the amounts of monthly maintenance fee already paid by the RESPONSIBLE PARTY to the LPD/RPD.
13. The RESPONSIBLE PARTY understands and agrees that the LPD/RPD makes no warranties, guarantees, assurances, or promises of any kind as to the effectiveness or success of the tracking services provided herein, or of any search or searches undertaken utilizing the Project Lifesaver Locating System or other electronic equipment used during the term of this contract or program.

14. The RESPONSIBLE PARTY specifically agrees and promises NOT to rely upon the equipment or services herein for the safety, welfare, finding, or retrieval of the wearer of the Project Lifesaver Locating System bracelet.
15. The RESPONSIBLE PARTY agrees and understands that the equipment and services provided under this contract may be ineffective and unavailing for the purposes provided. Therefore, the RESPONSIBLE PARTY specifically disclaims any reliance, expectation of success or dependence upon the equipment or services for the health, safety, welfare, finding, rescue, or retrieval of the person named in Section 1 above.

By signing below, I, the RESPONSIBLE PARTY, affirm that I have read and understand this contract, including the waiver and release of liability in Section 11, the limitation of liability in Section 12, and the non-reliance provisions of Section 14, and this it is my desire and intention to enter into this agreement. By affixing my signature below, I hereby agree to the terms and provision of this contract.

RESPONSIBLE PARTY

LIVINGSTON POLICE DEPARTMENT or ROSELAND
POLICE DEPARTMENT Representative

Street Address/P.O. Box

City, State, Zip Code

Date

Telephone Number