

COMPANY / CUSTOMER CONTRACT

AGREEMENT made this date: _____ by and between ACCURATE ANSWERING SERVICE, INC, a corporation duly organized under the laws of the State of Michigan, and having a place of business at 31511 Harper, St. Clair Shores, Michigan, (hereinafter called "Company") and

_____ a company engaged in the business of: _____

_____ having a place of business at: _____

_____ (hereinafter called "Client").

In consideration of the mutual promises and covenants hereinafter specified, and for other good and valuable consideration, the parties hereto do, for themselves, their successors, and assigns mutually agree as follows:

TERMS:

1. The obligation of the Company to render service to the Client shall become effective only after the Company has received an executed contract and a completed Customer Information Form signed by the Client and the Company has received the first monthly fee for such services.
2. The Client may, at any time and for any reason, terminate the Company's services. The Client must provide written notification of termination delivered to the Company at its mailing address.
3. The Company reserves the right to cancel the Client's service for non-payment. If the Client hasn't made payment on their account for a period exceeding 45 days the Company may, at its discretion, cancel the Client's service.

SERVICES:

1. Company agrees to take messages on behalf of the Client and to deliver them to the Client.
2. The Client agrees to keep the Company supplied with up to date contact information and to provide its dispatch instructions and on call schedules in writing and the Company agrees to follow all dispatching instructions to the best of its ability.
3. The Company is staffed 24 hours per day, 7 days per week, including holidays.
4. The Company and the Client agree that the Company's sole and only obligation under this agreement shall be to take messages and deliver them. The Company, upon receipt of a telephone call on the Client's behalf shall make every reasonable effort to obtain a message and deliver said message to the Client by following the Client's dispatch instructions.

BILLING:

1. The fees the Client agrees to pay the Company for service shall be those specified in writing at the time such services are rendered. Client acknowledges having received the current price list and agrees to an annual rate adjustment of 1.9% effective the first billing cycle every January.
2. The Client will be invoiced monthly. Base services are billed one month in advance. Charges for over calls and out calls are billed for the period of 30 days immediately preceding the invoice date.
3. The Client will receive a monthly invoice the first of each month which will be due on the 15th of the same month. The Client will continue to be billed until written notification is provided to the Company.
4. The Client agrees to pay a late charge of 1.5% on any invoice which has been open for 29 days or more.
5. If a Client who has been with the Company less than six months receives more than 300 incoming calls per month the Company may, at its discretion, require additional payment on the account before the next regular billing cycle. If such payment isn't received the Company may, at its discretion, terminate service.

LIABILITY:

1. It is understood that the Company owns none of the telephone equipment on the Client's premises and has no responsibility for the condition and/or the functioning thereof and that maintenance, repair, service, replacement, or insurance of the protective equipment are not the obligation or responsibility of the Company.
2. The Company shall in no way be responsible for the failure of the Client to successfully connect it's call forwarding or for any service provider's equipment or software failure.
3. The Company is in no way responsible for the way the Client responds to it's messages or for the way the Client conducts it's business or for any liability incurred by the Client while conducting it's business.
4. It is understood and agreed by the parties hereto that the company is not an insurer and that insurance, if any, covering personal injury and property loss or damage on client's premises shall be obtained by the subscriber; that the company is being paid to answer telephones and that the amounts being charged by the company are not sufficient to guaranty that no loss will occur; that the company is not assuming responsibility for any losses which may occur even if due to company's negligent performance or failure to perform any obligation under this agreement. The company hereby disclaims all representations and warranties, express or implied, including those of merchantability or fitness, or that the service supplied by the company may not be compromised, or that the services will in all cases provide the use for which it is intended.

Since it is impractical and extremely difficult to fix actual damages which may arise due to the failure of services provided, if, notwithstanding the above provisions, there should arise any liability on the part of the company, such liability shall be limited to \$250.00. This sum shall be the complete limit of the company's liability and shall not be deemed as a penalty. In the event the client wishes the company to assume a greater or higher limitation of liability, the client may, as a matter of right, obtain from the company a higher limit by paying an additional amount proportioned to the increase in damages, but such additional obligation shall in no way be interpreted to hold the company as an insurer.

Client agrees to and shall indemnify and wave harmless the company, its employees and agents, for and against all third party claims, lawsuits, and losses alleged to be caused by company's performance, negligent performance, or failure to perform its obligations under this contract.

5. The parties specifically agree that any notices required to be given under this agreement shall be made in writing and sent to the address of each party indicated herein, or such other address as from time to time may be made known by either party; that this agreement contains the entire understanding between the parties and may only be altered or modified by a writing signed by the parties; that this agreement shall not be assignable by the Client except upon the express written consent of the Company; and that this agreement, in all respects, shall be governed and construed solely under the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written and specifically represent that the person executing same in behalf of each party is fully authorized to do so.

Please print your name: _____ Title: _____

Signature: _____ Date: _____

ACCURATE ANSWERING SERVICE, INC
31511 Harper Avenue
St. Clair Shores, MI 48082
586-296-4000

By: _____

Date: _____