



## CO-OP CITY DEPARTMENT OF PUBLIC SAFETY

2049 Bartow Avenue

Bronx, New York 10475

Dear R.U.O.K. applicant,

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

Attached is an application for registration and a liability form.

Please complete both and return by mail or hand delivery to:

**R.U.O.K. PROGRAM**

Co-op City Department of Public Safety

2049 Bartow Ave.

Bronx, New York 10475

Attn: Lt. Christopher Bulat

To return by email to [info@ccpd.us](mailto:info@ccpd.us), please print, execute, scan in and attach both sections to your email.

If you have any questions, please contact:

Lieutenant Christopher Bulat

Operations Coordinator

(718) 320-3300, ext. 3339

### **ARE YOU OKAY PROGRAM**

I, \_\_\_\_\_ (hereinafter referred to as “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 judgment 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 locks 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 removed from the program.

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 key. I have explained to them, in case of an alert, that they will be called and required to bring the key and enter my unit with a representative from the Co-op City Department of Public Safety.

It is understood and agreed that Riverbay Corporation, including its agents, principals and employees, are providing the service 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 services 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 subscribers 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 failure to perform the services provided, or a failure in the monitoring equipment in any respects whatsoever, the liability of Riverbay Corporation, its agents, principals or 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

\_\_\_\_\_  
Subscribers Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Telephone Number