



Mother Lode ANSWERING SERVICE, Inc.

SONORA
532-3183

ANGELS CAMP
736-2541

"We Answer For You"
24 Hours • 7 Days A Week

SAN ANDREAS
754-3365

JACKSON
223-2831

Live Answering • Pagers • Well Checks • Dispatching • Voice Mail • Emergency Operator Revert

Dear Client,

Welcome to Mother Lode Answering Service. I would like to take this opportunity to thank you for choosing us as your personal Answering Service. We hope that your experience with us will be second to none. We look forward to providing you the very best service possible, and to insure that we do so, please complete the account information sheet and service agreements so our information will be as accurate as possible, and complete the bottom of this page as well and return both by either fax (209)533-0561 or e-mail to mlas@mlode.com.

If at any time you have any problems, I ask that you first try to resolve the issue with our lead operator that is on duty.

If you are not satisfied with the results of that action, please ask the operator to connect you to the on call supervisor. Please be aware that I cannot fix a problem that I am unaware of. Our clients are our most important assets, and without you we would not be in business. For an in-depth view of our service please visit our website at www.motherlodeanswering.com and there is even a video tour of our facility.

From all of us at Mother Lode Answering Service, welcome and thank you for choosing us!

Sincerely,
Steven L. Souders
President

LINE RECORDING ACKNOWLEDGEMENT:

I hereby Acknowledge that, while a client of Mother Lode Answering Service, Inc, my telephone conversations with operators or my clients calls with operators will be recorded. I understand that a non-invasive beep tone will be placed on the line to make my callers aware of the recording process as required per California State Law.

Business name: _____ Signature: _____ Date: _____

FAX / E-MAIL / TEXT MSG PERMISSION:

California Laws requires your written approval to send information to your company by fax, email and may eventually require this for textin messages as well.

I hereby grant permission to Mother Lode Answering Service, Inc. to send messages/transmissions via fax, e-mail or Text message to our company. I am aware that I can discontinue this service at anytime by written notice to Mother Lode Answering Service, Inc.

Business name: _____ Signature: _____ Date: _____

OWNERS NAME _____ DRIVERS LIC# _____ Date _____
 COMPANY NAME _____ PHONE # _____ FAX# _____
 BILLING ADDRESS _____ CITY _____ ZIP _____
 PHYSICAL ADDRESS _____ CITY _____ ZIP _____
 ANSWERED AS _____ OFC HOURS _____

TYPE OF BUS. _____ We will forward our line to MLAS We need MLAS to issue us a # that only rings at MLAS.

DO WE ACCEPT COLLECT CALLS? Yes No *IF YES, FROM WHOM (BE SPECIFIC) _____

HOW DO YOU WANT YOUR MESSAGES HANDLED BY OUR SERVICE?

- Hold messages until you check in
- Relay emergency, urgent or important calls only
- Fax/Email/Txt Msgs as they come in
- Fax/Email/Txt Msgs at specific time Daily _____ am/pm
 FAX# _____ Email _____
 Cell# for text _____

PAGER CUSTOMERS:

(each page from MLAS counts as 1 unit, pages from others to your pager are unlimited)

- I Have a Pager. I want to purchase a pgr from MLAS.
- Page me on every call.
- Page me only with emergency, urgent or important calls.
- Page me for service calls only.

Pager number: _____

OPTIONAL ADDITIONAL SERVICES AVAILABLE:

- Voice Mail Info Box w/Emergency Operator Revert \$150.00/mo Plus \$1.00/unit
- Residential Voicemail Box ...\$16.00/mo
- Commercial Voicemail Box... \$28.95/mo
- Well Check Srvc / Wake up Srvc / Reminder Srvc... \$39.95/mo
- Radio Dispatch Service \$150.00/mo plus additional 10% of monthly answering charge as assessed operator radio time.
- Cell Phone, SMS Texting, or other dispatching...\$50.00/mo

DO WE REACT TO CALLERS CLAIMING IT'S AN EMERGENCY, URGENT OR IMPORTANT? YES NO

If yes, please define what calls you feel are "emergencies", "urgent" or "important", and how you want it handled:

Pick an Answering Package:

- Economy \$47.00/mo 20 units (\$2.16 unit thereafter) (for very few calls - under 20 calls month)
- Light Use \$127.00/mo 95 units (\$1.55 unit thereafter) (for very few calls - under 70 calls month)
- Medium Use \$207.00/mo 160 units (\$1.44 unit thereafter) (for most businesses - under 150 calls month)
- Heavy Use \$299.00/mo 300 units (\$1.33 unit thereafter) (for larger businesses - under 260 calls month)
- Xtra Heavy Use \$480.00/mo 500 units (\$1.13 unit after) (big businesses - over 260 calls month)

Message Retrieval:

- Call in to get messages (each call-in counts as 1 unit)
- Fax/Email - (unlimited msg delivery \$10.00/mo)
- Text Messages to Cell - (each text counts as 1 unit)
- Online Message Retrieval-(unlimited msg retrieval \$10.00/mo)

ONLINE RETRIEVAL NOT AVAILABLE FOR MEDICAL ACCOUNTS WHERE WE COLLECT INFORMATION COVERED BY HIPAA REGULATIONS

Notes: A unit is any activity on your account where we work for you, i.e. a page , a patch, an incoming call, a dial out to home or customer, etc. The free units are basically designed to cover the call forwarding process, call-ins to retrieve messages, plus possibly a minimal amount of additional activity. All Medical accounts will also see on their statement a \$20/mo charge for the federally mandated Hipaa compliance for the additional work performed on medical accounts to maintain the client's medical privacy rights.

● PERSONNEL WHO WILL BE RECEIVING MSGS: (Anyone NOT listed WILL NOT BE ABLE TO PICKUP MESSAGES)

| Name | Hm Phone | Cell Phone | Pgr Number | Name | Hm Phone | Cell Phone | Pgr Number |
|----------|----------|------------|------------|----------|----------|------------|------------|
| 1. _____ | | | | 3. _____ | | | |
| 2. _____ | | | | 4. _____ | | | |

● INFORMATION ON YOUR BUSINESS (Tell us about your business, attach extra pages/brochures if necessary)

Special Instructions on answering your calls: _____

_____.

●Inner office phone #'s: _____

●List a phone number that you can be reached at - in the event of an emergency: _____

●We have a few questions for you just to be sure we can provide service for the stated rates.
(If after beginning service, if the account proves to be too complex or requires too much operator time, we will contact you after aprox 30 days to offer a rate plan commensurate with the complexity or operator time requirements.)

- Are we strictly taking messages on the inbound calls?.....Yes/No
- Are we contacting another individual with your firm while holding a caller on line?.....Yes/No
- Will we be trying to track down a specific individual by calling multiple phone numbers?.....Yes/No
- Do you anticipate that the calls we will be handling will take in excess of 3 minutes each?.....Yes/No
- Are there any additional forms we will need to fill out while a caller is on line?.....Yes/NO
- Will we need to send the same message to more than 1 email address at the same time?.....Yes/No
- Is there any special handling of callers that we should be aware of that we need to discuss?.....Yes/No
- Will we be doing any order taking?.....Yes/No
- Will the operator need access to a web page for handling of your account?.....Yes/No
- Will we be doing appointment setting?.....Yes/No
 - If Yes, are we using an online calendar?.....Yes/No
- Will your company have an "On-Call" calendar that we will need to follow for after hours?.....Yes/No
- Are we answering: (circle) A. After Hours B. During Hours C. Both D. Only when we forward our phones

●Date you want the service to Start: _____/_____/_____

●The monthly service is automatically charged on the 1st of each month to your credit card or checking account, which do you prefer? Credit Card Checking Account

I understand that to Start Srvc, I will be charged today for my first & last month's service and the \$25 activation.

CREDIT CARD see item 13 sec 2 (Circle which) Visa / Mc / Amex / Discover

Card Number: _____

Expiration Date: ____/____/____

3 digit security code from back of card: _____

CHECK DRAFT see item 13 sec 2 Bank name: _____

Routing Number: _____

Acct Number: _____

(Attach a voided check)

I understand and agree to all terms of service on page 1 & 2 of this contract and understand that Service is billed automatically monthly on the 1st to the credit card or check draft shown above, and the service charge remains the same with the exception of any call overages. Furthermore I understand there is a \$25 account maintenance fee once per year on January's billing, and annually on February's billing each account will receive an annual increase of 10% per month for service and .10cents per transaction on overages.

Signature: _____ Date: _____

Agreement is made, as dated at the bottom, between MOTHER LODE ANSWERING SERVICE, INC., hereinafter referred to as "The Service Company", 71 S. Shepherd St., Sonora, California, and "The Customer" as shown at the bottom and on the reverse of this contract.

1. PURPOSE OF THE AGREEMENT. The purpose of this Agreement is to state the terms and conditions under which the Service Company will provide telephone answering service or voice mail service to the Customer.

2. SERVICES PROVIDED. The Service Company will provide live telephone answering or voice mail, pursuant to The Customers specific instructions attached hereto as Exhibit "A" and made a part hereof. Charges are made in the form of a monthly service rate plus a per unit charge. A Unit is defined as any activity on your account, ie.a page, a message, a call(in or out), a temporary message change, a text, ect.

3. CONFIDENTIALITY. All information relating to the messages received by The Service Company for The Customer will be kept in strictest confidence by the Service Company and its employees. However, the foregoing obligation does not apply to any information that has become publicly available or that is rightfully obtained from third parties.

4. TERM OF AGREEMENT. The term of this Agreement shall commence on the date shown on the bottom of this contract and shall continue in full force and effect thereafter until it is terminated by either party.

5. THE SERVICE COMPANY'S RESPONSIBILITY. The Service Company will use due care in processing the messages of The Customer, but will be responsible only to the extent of reasonably attempting to deliver messages per the Customers instructions on page 1 and in Exhibit "A" attached, however, it is the Customers **TOTAL AND FINAL** responsibility to phone in for messages being held by the answering service.

6. CUSTOMER'S RESPONSIBILITY. The Customer shall pay the Service Company compensation for the services rendered by it in accordance with the established rates and minimums of The Service Company in effect at the time services are rendered. Such rates and minimums are subject to change without written notice to The Customer (See the back of your monthly bill for more information on the current annual rate changes as they may not match Item 14 below which is the current annual rate changes at the time of signing of this agreement). **Advance payment for each months service is due on the 15th of that month and failure to pay by the 31st may result in an interruption of service until payment is received in full at Mother Lode Answering Service's office. Interest will be charged at the rate of 2% per month on all delinquent accounts. Messages on delinquent accounts may be withheld, or voice mail boxes busied by the Service Company until payment is received. A minimum fee of \$10.00 will apply to any returned checks. If your check bounces or fails to clear the bank for any reason, you could be liable for three times the amount of the check up to \$1500.00 - in addition to the face value of the check (section §1719, chapter 134, California Civil Code).**

7. LIMITATION OF LIABILITY. Notwithstanding anything contained herein, the Service Company's nonperformance hereunder shall be excused and the Service Company shall be held harmless if caused by equipment failure, defective equipment, faulty equipment installation, malfunction of alarm equipment, act of God, strikes, equipment or facilities, shortages or other causes beyond the service company's control. In addition, the liability, if any, of the service company for any mistake, omission, interruption, delay or error, defect or failure in its operation or service furnished, or in transmission of information over the facilities used in furnishing service shall in no event exceed the amount of the Service Company's prorated monthly service charge to customer for service during the period affected. In no event shall The Service Company be liable to customer or its customers, or any other person for any amount arising out of or connected with this Agreement (except as specifically set forth in the preceding sentence) or for any cost, delay, incidental, general or consequential damages, including but not limited to lost profits, property damage, personal injury or death. Customer agrees to indemnify and hold The Service Company, its officers, employees, agents and affiliates harmless from and against any and all acts, actions, claims or demands made or brought by customer's customers, former customers, or any third party, arising out of or in connection with the activities contemplated by this Agreement, even if occasioned by the sole negligence of The Service Company, and against all legal fees, costs and expense incurred by The Service Company in defending same, including legal fees, costs incurred to establish the applicability of this paragraph.

8. GOVERNING LAW. This Agreement including all matters relating to the validity, construction, performance and enforcement thereof shall be governed by the laws of the State of California.

9. SEPARABILITY. Should any part or provision of this Agreement be found invalid, the balance of the provisions shall remain unaffected and shall be enforceable.

10. OTHER.

(A) We require a 30 day Cancellation Notice. Your last month's payment is held in reserve until that notice is given and you no longer use our service. It is then refunded at that time, after any outstanding charges are taken out, or it can be used as your last month's base rate.

(B) The Service Company treats all messages as "**CONFIDENTIAL**", and will make reasonable efforts to attempt delivery of Emergency or Urgent messages, however, it is the Customers **TOTAL AND FINAL** responsibility to phone in for messages being held by the answering service.

11. FEES AND DEPOSIT - Customer shall pay to The Service Company all fees and charges specified in this agreement for Service. All fees are subject to change upon notice to customer. If a security deposit is indicated on the reverse side, customer agrees to pay the Service Company a charge in the amount indicated, which may be at the Service Company's discretion: (1) applied to fees and charges hereunder or (2) retained by company to secure Customers performance hereunder, then refunded. Deposits may be commingled with other Service Company funds and shall not accrue interest.

12. REMEDIES ON DEFAULT - Should Customer default in the payment of any sum to be paid hereunder, or fail to perform at the time and in the manner specified herein any term or covenant, and such default continues for 10 days, or should Customer be the subject of any proceeding under the Bankruptcy Act or become insolvent, the Service Company shall have the right to terminate service. Customer shall remain and be liable for the payment of all unpaid charges hereunder. No remedy herein conferred upon The Service Company is intended to be exclusive of any other remedy provided herein or by law, but shall be cumulative. In the event of such default, Customer will pay to the Service Company a reasonable sum as for attorney's fees, collection fees and similar expenses as have been expended or incurred by the Service Company in the enforcement of any right or privilege hereunder (including but not limited to telephone, telegraph, freight expense and postal charges, expenses of paid investigators and reasonable compensation for time of the Service Company's representative).

13. CREDIT CARD / CHECKING ACCOUNT PRAUTHORIZATION - The Service Company hereby reserves the right and has the preauthorization of the Customer, to 1) Bill monthly service charges to the customer's credit card or checking account (selected by customer) as shown on the front side of this agreement, and 2) Bill any outstanding balance which may be due to the customer's credit card or checking account as shown on the front side of this agreement, at or after cancellation or discontinuation of service by either the Customer or the Service Company. This account information and preauthorization is a guarantee of payment in full to the Service Company for the services for which the Customer is contracting.

14. ANNUAL RATE INCREASE - (as of the date of signing) An annual adjustment increase will be made to the customers rate plan January 1st of each year and will appear beginning with Februarys billing. The monthly service rate will increase by 10% and the rate per unit will increase by .10¢ per unit. Subject to change without notice as per item 6 above.

15. YEARLY MAINTENANCE FEE - An annual account maintenance fee of \$25.00 will be added to your bill on January 1st of each year, and will appear on January's billing. This charge covers any and all updates of your account both permanent and temporary throughout the year, and the complete annual account detail verification and update.

Executed at _____, California, on _____ 20____.

CALL FORWARDING OPTIONS

Remember that you would need to set up call forwarding with your phone company to be able to forward your line(s) to us. You usually have different options available depending on what your phone company offers. The options may be as such:

Permanant Call Forwarding - You arrange with the phone company to forward all the calls from your line(s) to be forwarded to a particular number. All calls from then on are forwarded permanently or until you arrange with the phone company to stop it.

Regular Call Forwarding - All Calls will be forwarded to the Answering Service once YOU forward the line, and stop when YOU un-forward the line. Pickup await dial tone, the you dial a number (Usually #72) and then the phone number to which your forwarding, to forward the calls. The line will ring our operator will answer and your line is forwarded. (Usually it is a good idea to do it twice to make sure the Forward is active. (Some phone companies can drop the Call forwarding at any time if it was not done twice). And when finished, to un-forward your line you would pick-up, await dial tone then dial (Usually #73), a special tone is played to let you know the line is un-forwarded.

Delayed Call Forwarding - You specify with the phone company how many rings you want the phone to ring at your location before the line transfers to the number which you specify. This allows your staff time to pick-up the phone within say 3 rings and if they do not get to it the Answering Service can then pick-up the call. This can sometimes be combined with Regular Call Forwarding so that during business hours you have the Answering Service as your backup, and at lunch or after hours you can forward the phones so all calls immediately transfer to the number you designate.

Remote Call Forwarding - This option is the SAME as Regular Call Forwarding only it allows you the ability to forward your calls from anywhere. As long as you have access to a phone you can dial the remote access number. punch in your phone number that will be forwarded and your pin, and you can then punch in the phone number you want the calls to be forwarded to or you can select to un-forward the calls. This option makes it so you do not have to talk to our operator each time you forward the line and saves you a transaction/unit cost each time you forward. This is also handy if your staff commonly forgets to forward the phones upon leaving the office for after hours. The other option would be to use the Delayed Call Forwarding that way you know your lines are always forwarded so you know it cannot be missed or forgotten, but your staff still has time to answer while working.