



**HOME HEALTH/HOME CARE – NON MEDICAL**

2033 W. McDermott Dr. 320-201

Allen, TX 75013-4675

Office: 1-888-997-7778 · Fax: 888-400-0799

**Please fax the completed form to Order Processing Department at 1-888-400-0799.**

Company/Representative Name: \_\_\_\_\_ Email: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax#: \_\_\_\_\_

**Please check which type of service you are requesting:**

**Phone Leads** (Minimum order of 30)

**Appointments**

**Medical Home Health Care**

**Non-Medical Home Care**

Desired State for leads: \_\_\_\_\_ Desired Counties: \_\_\_\_\_

Date of Appointments/Phone Leads to start: \_\_\_\_/\_\_\_\_/\_\_\_\_

# of Leads desired:  30  50  (other) \_\_\_\_\_ (*minimum order is 30*)

Desired days to work:  Mon.  Tue  Wed  Thurs  Fri  Sat

# of Appointments desired per day: \_\_\_\_\_

Appointment Start time: \_\_\_\_\_:\_\_\_\_\_ AM PM (**circle**)

Time in between Appointments:  1 hour  1 ½ hours  2 hours  3 hours

**COMMENTS:** \_\_\_\_\_

\_\_\_\_\_

## HOME HEALTH/HOME CARE NON-MEDICAL - TERMS

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Thank you for requesting preset appointments and/or referral phone leads. Senior Marketing (SM) starts every new Agent/Representative relationship with an agreement. This Agreement spells out what you can expect from us, and what we expect from you.

These are the Terms of Service for Senior Marketing (SM) and for the services available through *Senior-Marketing.com* or any other SM sites (the "Services," or a "Service"). You must Read and Agree to the SM terms and conditions including any future amendments (collectively, the "Agreement") prior to placing your order.

### All orders are subject to the following Terms and Conditions:

Senior Marketing **GUARANTEES**: *In case SM receives a report of a "nonscheduled lead" SM guarantees to provide the client with the telephone conversation recording; otherwise the "deficient" Lead will be replaced with no questions asked.*

**REPLACEMENT POLICY** You understand and agree Senior Marketing will not replace the following appointments:

- The lead changes their mind.
- Leads that miss the phone appointment or is not at home at the scheduled time.
- Leads that currently have the health insurance plan the Agent/Representative is selling.
- If a "bad" phone appointment with a detailed description has been forwarded to SM Quality Control for review **after** 24 hours of the agent running the appointment.

All Leads are based on a telephone conversation where the information SM receives are verified for accuracy. SM believes that it has compiled and developed high value information and appointment setting service, however, the Leads are provided on an "as is" basis. Customer agrees and acknowledges that SM shall not be liable for any loss or injury caused in whole or in part by contingencies beyond its control. Senior Marketing obtains their leads through a private vendor generation service. SM is not required to provide vendor generation information to the Agent. Each month our leads are scrubbed against the FTC and State Attorney General Do Not Call lists. At the time of purchase, all consumer leads with phone numbers are privacy-compliant. Over time, people may add themselves to the Do Not Call list and it is ultimately the responsibility of the client to remove these names before calling. SM will not refund any amounts paid for the phone lead. In the event a Lead is flawed because the person does not live at the address given or the phone lead has not been set, a replacement Lead will be provided to the Buyer, provided, however, that Buyer must provide written notice of the flaw to SM within twenty four (24) hours of the phone appointment and Senior Marketing must concur that such Lead was flawed. SM uses a third party verification service to investigate any such flawed Leads.

A false claim of a flawed Lead will be deemed an event of default under this Agreement. Replacement Leads will not be given in the event the subject of the Lead: changes their mind at the time of the call; misses the phone lead appointment or are not home at the appointed time; have an existing insurance plan; or if the Buyer fails to give notice within the time period specified above. SM does not guarantee any number or quality of Leads.

Once a schedule is approved by the agent and is in progress for scheduling of appointments, SM cannot suspend the order, place the schedule on hold OR cancel the order.

Senior Marketing targets to fulfill each agent's requested amount of appointments per day; however if the appointments do not pass SM's quality control review, this could result in the agent being shorted appointments for the following day. Any appointments that are shorted will be applied to the end of the agents schedule in order to fulfill the agent's order. The agent would have to provide their account manager a schedule within a 48 hour prior to their last scheduled date of additional dates for SM to schedule the shorted appointments, per the agent's availability.

For any leads that are sent after the agent's scheduled appointment time, Senior Marketing will automatically replace those appointments; however, the agent must notify their account manager in order to qualify that appointment to be added by SM to their schedule.

For any changes the agent may have to their existing schedules, they must provide SM with notice of at least three (3) business days for the changes to come into effect. If there are appointments already scheduled for the agent, the agent must still honor the appointments set for them prior to the changes taking effect.

**DOUBLE CHECK YOUR ORDER** sometimes faxed orders are not clear. It is imperative to double check your schedule attached prior to making a payment. Please verify if the following is correct:

- Type of Phone Appointments
- Schedule (days, times, time in between each lead)
- Territory (city or county)
- Special Request
- Contact information (including your email address)

If there are any errors, please send an email immediately to the Order Processing Manager. Once we have verified your desired schedule for the week and you have made a payment you cannot change or stop your confirmed order schedule until it's fulfilled or until your reorder is placed. Senior Marketing *will accept all types of payments for repeating clients*. SM must receive payment for any purchased Leads prior to the distribution of the same to the Buyer. Payment shall be in a form acceptable to SM; the existing forms of payment that are acceptable are: check, money order, carrier check or cashier's check. All forms of payments must be received no later than Wednesday to start orders for the following week. Personal check payments may delay processing for 5-7 days.

**Arbitration Clause:** Any dispute between Senior Marketing and the Buyer, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration to take place in Collin County, Texas. The parties agree that the dispute shall be submitted to binding arbitration under the rules issued by the American Arbitration Association. The decision of the arbitrator shall be final. Allocation of Fees and Costs: A Judgment on the Award may be entered in any court having jurisdiction. If an "Award" is awarded to either party the Arbitrator may allocate all of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY LEGAL ACTION.**

In that Client initiates litigation, rather than abiding by the binding arbitration called for in this Agreement, Client shall pay any and all attorney's fees and costs associated with the litigation.

Senior Marketing offers services that are subject to the terms and conditions set forth herein requiring full compliance on the part of the Agent. If you are in non-agreement to any terms and conditions disclosed in this agreement, discontinue using this site for info or placing an order. By your acceptance of proceeding with placing an order and usage of this service for any purpose including order purchases is regarded as your agreement to the terms and conditions stated above and are legally binding between us.

**By signing below, you are acknowledging you have read and you are in agreement to  
Senior Marketing's Terms and Conditions.**

**Agent Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Please Print Agents Full Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Home #:** \_\_\_\_\_ **Cell #:** \_\_\_\_\_

**(Please fax all pages with your order form)**