



AMERICAN SENIOR SERVICES INCORPORATED

PREMIER PLANS

(888) 245-9001

ENROLLMENT FORM

Field Issued Contract / Home Care Services

MEMBER NAME _____ M _____ F _____
First Middle Last

ADDRESS _____
Street

City _____ State _____ Zip _____ County _____

DATE OF BIRTH _____ AGE _____ DATE _____

TELEPHONE _____ REP ID _____

MEMBER'S CHOICES (Check One)

____ **PLATINUM** **Member's Initials** _____
1000 Hours Of Home Care Service

____ **GOLD** **Member's Initials** _____
600 Hours Of Home Care Service

____ **SILVER** **Member's Initials** _____
300 Hours Of Home Care Service

____ **BRONZE** **Member's Initials** _____
150 Hours Of Home Care Service

All memberships include: ANYTIME Home Care Services available any day of the week, during all hours including overnight & 24/7 live-in home care. AGENCY Home Care Services available for up to 5 Hours a Day/5 Days a Week, Monday thru Friday between 9am and 5pm.

**I am not currently receiving or in need of home care services at the time of this enrollment.
(If you are, do not submit enrollment.)**

Member's Initials _____

The representative explained the cancellation procedure in full. I have read and understand the 10-day Free Look, the signed cancellation letter from member, and American Senior Services' mailing address as well as the membership terms & conditions. True Freedom Premier Plans are Service Contracts, NOT Insurance.

Member's Initials _____

INITIAL ENROLLMENT PAYMENT (Check One)
(Make all Checks Payable To: American Senior Services Inc.)

____ **Monthly**

____ **Quarterly**

____ **Semi-Annual**

____ **Annual**

Initial Amount Collected _____ Check Number _____

Membership Renewal Options: ____ **Monthly Bank Draft** ____ **Quarterly Invoice**

____ **Semi-Annual Invoice** ____ **Annual Invoice**

Member's Signature

Representative's Signature

TrueFreedom™ Premier Plans

The following Terms and Conditions (the “**Terms and Conditions**”) are hereby incorporated as an integral part of the TrueFreedom™ Enrollment and Service Contract (collectively, the “**Agreement**”), between American Senior Services, Inc., a Florida corporation (“**ASSI**”) and the member named in and who signed the Agreement (“**you**”).

TERMS AND CONDITIONS

THIS AGREEMENT IS NOT INSURANCE, BUT RATHER CONSTITUTES A SERVICE CONTRACT. IT IS NOT INTENDED TO BE UTILIZED AT THE TIME OF ENROLLMENT (SEE “GOOD STANDING PERIOD” BELOW) OR IF MEDICALLY NECESSARY HOME HEALTH CARE OR MEDICALLY NECESSARY COMPANION OR HOMEMAKER SERVICE IS CURRENTLY NEEDED.

ASSI's membership program arranges for non-medical services to be provided in the comfort of your own home, either:

(1) At your discretion and upon your request, at any time by a friend or neighbor designated by you (the “**ANYTIME Home Care Service**”). ANYTIME Home Care Services can be utilized any day / evening / night, including weekends, including overnight service (or 24 hours / 7 days a week live-in service), up to the total number of hours specified under the plan that you purchase. At the time that you designate a friend or neighbor for the ANYTIME Home Care Service, you will sign a release of ASSI from any liability for injuries or damages caused by your friend or neighbor. The selected friend or neighbor must also be approved by American Senior Services Inc.

(2) Up to five (5) hours a day, Monday through Friday between 9:00 a.m. and 5:00 p.m., by a network of licensed/registered Companion or Homemaker Agencies (the “**AGENCY Home Care Service**”). ASSI may change AGENCY service providers at any time.

In order to receive the AGENCY Home Care Service hours or the ANYTIME Home Care Service hours, your membership must be in effect for ninety (90)-days (the “**Good Standing Period**”), during which you cannot use any of the hours. Once the Good Standing Period has elapsed, AGENCY Home Care Service hours and ANYTIME Home Care Service hours can be mixed and matched, up to the total number of hours specified under the plan that you purchase; provided, however, that both AGENCY Home Care Service hours and ANYTIME Home Care Service hours cannot be utilized in any single 24-hour period.

Notwithstanding the preceding paragraph, at any time after your membership has been active for ten (10) days, if a temporary, non-medical situation arises during the remainder of the Good Standing Period then you may request IMMEDIATE CARE SERVICES during the Good Standing Period, which may be AGENCY Home Care Services or ANYTIME Home Care Services, with the maximum service hours available being five percent (5%) of the total number of hours specified under your plan.

If you exhaust all of the hours provided in your plan, then following a 90-day Rejuvenation Period (of non-use), the original plan hours of your membership will be restored. All unused hours must be exhausted before the original plan hours of your membership can be renewed through the Rejuvenation Period. All plans cover a period of twelve (12) months (each a “Term”). Unused hours from a preceding term will roll over and must be utilized before your original plan hours restore following the 90-day Rejuvenation Period. The Home Care Hours of any plan can restore for up to the “Maximum Lifetime Membership Hours” which is a total of 10 times the initial hours of your chosen plan. Plans must be kept current through all periods of membership.

TO ACTIVATE SERVICES

To receive services, call the ASSI toll free customer service number: 1-888-245-9001

Please allow between 24 and 72 hours after your call for the commencement of services. No discounts are provided under the TrueFreedom™ Premier Plans, other than those stated in the plan brochure. (Any membership fee discounts for non use will discontinue when home care service is utilized and will return to the original membership fee on the next invoice or bank draft.)

CANCELLATION

Non-payment of fees will result in cancellation of your membership, with cancellation occurring if a monthly bank draft fee is not paid by the due date of the contract. If a membership invoice isn't paid within 30 days of its due date, membership will be cancelled. In addition, all memberships include a one-time 10-day cancellation period. The cancellation notice must be submitted to ASSI in writing in a signed letter (no faxes or emails), post-marked within 10-days from the effective date of your membership. **Full refunds will be made during this time only.** After 10-days, you may cancel your membership at any time; however, ASSI is under no obligation to refund any portion of your membership fee. In the event of death, your estate will be refunded on a prorated basis, providing the Agreement has not been utilized. A copy of the death certificate is required.

MAIL LETTER TO: American Senior Services, Inc., 5051 66th Street North, Saint Petersburg, FL 33709

MISCELLANEOUS

These Terms and Conditions may be amended from time to time by ASSI upon thirty (30) days prior written notice to you, sent to your home address as shown on the Enrollment Form. In the event of such unilateral amendment by ASSI, you have the right to terminate the Agreement by giving written notice of such termination to ASSI as specified above within ten (10) days after your receipt of the notice from ASSI of the amendment to these Terms and Conditions.

This Agreement is made in and shall be governed by and construed under the laws of the State of Florida.

The failure of either of us to exercise any of our rights or to enforce any of the provisions of the Agreement on any occasion shall not be a waiver of such right or provision, nor affect the right of such party thereafter to enforce each and every provision of the Agreement. If any provision of the Agreement is held to be invalid, illegal, or unenforceable under any applicable statute or rule of law, then that provision shall be reformed to the maximum extent permitted to preserve the parties' original intent as agreed by the parties; failing which, such provision shall be severed from the Agreement, with the balance of the Agreement continuing in full force and effect. This Field Issued Agreement is retained by you at the time of purchase, with a signed copy being delivered to ASSI, as well.