



# Total Blessings, Inc.

## INDIVIDUAL USER PHONE LOAN AGREEMENT

This INDIVIDUAL USER PHONE LOAN AGREEMENT (this “Agreement”), effective as of the date executed below (“Effective Date”), is entered into by and between **TOTAL BLESSINGS, INC.** (the “Organization”) and \_\_\_\_\_ (the “Individual”) collectively referred to herein as the “Parties.”

I, the Individual, acknowledge and agree to the following:

**Please Initial at the end of each paragraph in the BOX**

### **PURPOSE**

1. The phone and service have been donated by Verizon Wireless and provided to the Individual by the Organization under the terms and conditions of this Agreement. This Agreement may be terminated at any time, upon notice to the Individual, by Verizon Wireless and/or Organization. The term of this Agreement shall be from the date of execution by the Individual until the Individual ceases use of the service and returns the phone to Organization, unless terminated earlier by operation of this Agreement.

### **EQUIPMENT**

2. The service donated to the Organization is 3,000 anytime minutes and 9,000 text messages within Verizon Wireless’ Prepaid coverage area per phone per year. The Organization may, at its discretion, place limits on the number of airtime minutes and text messages available for use by the Individual. The phone and service are provided to the Individual for the sole purposes of clients transitioning to a new, violence-free life.

### **NO OWNERSHIP**

3. Individual acknowledges that it shall acquire no ownership/exclusive legal ownership interest in the number issued by the Organization but shall be held responsible for care of the equipment while in the Individual’s possession. In the case where the equipment is misplaced, stolen or lost, the Individual agrees to notify the Organization immediately. Whether or not the Individual is provided replacement equipment or service for such lost, stolen or misplaced equipment shall be at the discretion of the Organization and/or Verizon Wireless.

**FAILURE AND/OR DISRUPTION OF SERVICES**

4. The supplier of services, Verizon Wireless, shall have no liability whatsoever for Individual's losses, claims or damages for any cause whatsoever, including indirect, special, consequential, treble or punitive damages, for limitations in service, including but not limited to any failure or disruption of services provided herein-under, regardless of the form of action, whether in contract or in tort or otherwise. This includes losses, damages, claims or expenses of any kind arising out of the use or attempted use of the services, or inability to access life support or monitoring systems or devices, 911 or E911 or other emergency call or service. Individual shall not be deemed a third-party beneficiary of any contract between the Organization and Verizon Wireless.

**PHONE NUMBER ASSIGNED - \_\_\_\_\_**

**PLEASE FILL OUT EVERYTHING BELOW AND SIGN WHERE THE YELLOW BOX IS**

CLIENT'S NAME - \_\_\_\_\_

ADDRESS- \_\_\_\_\_

\_\_\_\_\_ CITY STATE ZIP

OTHER PHONE NUMBERS WHERE YOU CAN BE REACHED:

\_\_\_\_\_ (RELATION) \_\_\_\_\_

\_\_\_\_\_ (RELATION) \_\_\_\_\_

This phone is being issued today \_\_\_\_\_, \_\_\_\_\_

And must be returned on or before \_\_\_\_\_, \_\_\_\_\_.

If the phone is NOT returned for whatever reason, you will be charged a fee of \$250.00 payable immediately on the due date. Your signature is an acknowledgment that you have read these terms and conditions and you accept them. If the phone and / or fee is not turned in by the due date, this information will be turned over the the 3 major credit bureau's as theft of property. (We do not want to do this, as we are here to help people, but we need these phones returned or "Re-issuance" (If qualified), so that we may be able to help as many people as we can). Please contact Total Blessings if you have any questions or problems. (817) 229-7612

I,  agree to these terms and conditions.

DATE

\_\_\_\_\_ Total Blessings Representative. \_\_\_\_\_