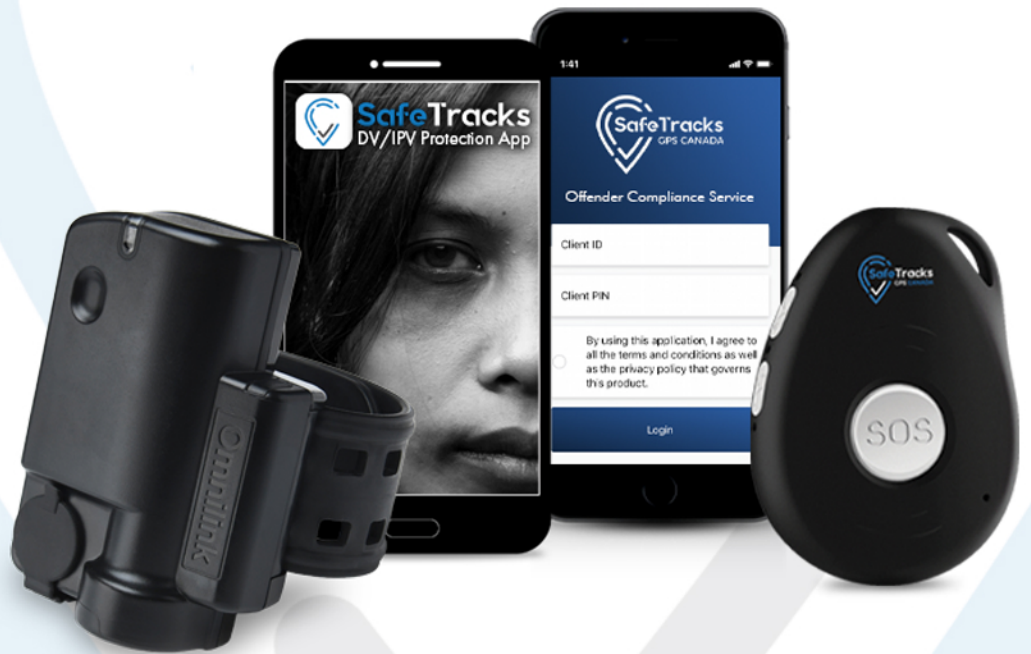


GPS Electronic Monitored Private Rental & Associated Services

“The Agreement”



CERTIFIED
Aboriginal Business

Canadian Council for
Aboriginal Business 



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ST-TA-04032025



SafeTracks Private Rental Enrolment Documents

INCLUDED IN THIS PACKAGE:

Documents to be completed and signed at time of installation:

- Participant Agreement (accused to initial page)
- Liability Waiver and Indemnity (accused to initial page)
- Payment Schedule (accused to initial page)
- Battery Charging Requirements (GPS) (accused, all sureties to sign)
- Communication Schedule (accused to confirm information and initial page)
- Leave Notification Procedures (accused and all sureties to read and acknowledge)

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Participant Agreement

Between
SAFETRACKS GPS CANADA INC. ("SAFETRACKS")
AND

Name: _____ Date of birth: _____
(“Participant”)

Contract #: _____

In consideration for SAFETRACKS’ services, I agree to comply with all the terms of this Agreement and its related Schedules, Rules and Protocols.

REQUEST AND AGREEMENT TO BE MONITORED

1. At my own expense, commencing _____ until monitoring is terminated in accordance with the Termination section of this Agreement, I agree that SAFETRACKS will monitor me using:
 - a GPS ankle bracelet (the “Ankle Bracelet”)
 - 24/7 GPS or RF monitoring and tracking (the “monitoring services”)
2. I am requesting that the above monitoring services be provided to me in connection with:
 - BAIL PREVENTATIVE ORDER PROBATION OTHER: _____

WAIVER OF CONFIDENTIALITY AND DIRECTION TO SHARE INFORMATION WITH AUTHORITIES

3. I recognize that to grant the order I am seeking, the court must be satisfied that law enforcement and the court will receive, and be able to act on, complete and reliable information about me from SAFETRACKS even if that information will lead to adverse legal consequences for me and even if I deny that the information is true. I therefore permanently and irrevocably:
 - a. release SAFETRACKS from any duty of confidentiality it might otherwise owe to me; and
 - b. direct SAFETRACKS to provide any information including my Tracking Data about me in its possession to any POLICE SERVICE, CBSA, INSET, CROWN PROCESUTOR, PROBATION/PAROLE OFFICER, COURT, or any other law Enforcement agency, and to do so at any time before, during, or after this Agreement has been terminated:

Initial box



- i. whenever requested by any of those authorities;
- ii. at any time in its own discretion; and
- iii. without requiring any further notice to me or requiring any warrant, subpoena, production order, or other legal authority beyond this Agreement.

This may include but is not limited to:

- i. providing regular compliance reports;
- ii. providing open, on-demand access to SAFETRACKS' monitoring software;
- iii. reporting possible or confirmed violations of my criminal court conditions;
- iv. providing my photograph or other personally identifying information;
- v. cooperating with any police investigation or surveillance of me; and/or
- vi. providing the Crown with any reports, assistance, or testimony it may require.

UNDERTAKING AND INDEMNITY REGARDING EVIDENCE

5. I acknowledge that, by including monitoring by SAFETRACKS in my plan of supervision, I am asking the court to accept that the monitoring technology is reliable.
6. I understand that, as an integral part of its program SAFETRACKS commits to the Crown that, in the event of a violation by me, SAFETRACKS will make all relevant evidence including expert evidence available at no cost to the Crown or Police of Jurisdiction and that this commitment is of value in helping me achieve the result I am seeking through my participation in the program. I further understand that if I deny a reported violation by challenging the reliability of the monitoring, SAFETRACKS may incur substantial costs to follow through on this commitment.
7. I understand that, in agreeing to provide me with the monitoring services and in setting the price for its services, SAFETRACKS therefore requires that I make the following commitment and I hereby do so: I indemnify SAFETRACKS from all costs it may incur, and/or as may be provided for in the attached payment schedule, to make evidence available to the Crown or Police of Jurisdiction including but not limited to compensation for the time any SAFETRACKS witness is required to attend court or be on standby to attend court, expert's fees and travel expenses if I:
 - a. deny a violation detected by the monitoring services;
 - b. do not consent to any report presenting data generated by the monitoring service being admitted into evidence to prove the truth of its contents;
 - c. do not consent to monitoring reports being introduced through SAFETRACKS staff and that SAFETRACKS staff may explain or interpret any such report without being its author or being qualified as an expert in the underlying science of radio-frequency monitoring or GPS monitoring;
 - d. do not admit that the science underlying the monitoring technology is reliable;
 - e. do not consent to any evidence being given by telephone or videoconference.



NO TAMPERING, FOLLOW INSTRUCTIONS, COMMUNICATE AND COOPERATE WITH SAFETRACKS STAFF

8. I will wear the Ankle Bracelet on my ankle and will not attempt to remove, tamper with, or otherwise interfere with the operation of the Ankle Bracelet or any related equipment.
9. I will allow SAFETRACKS and or their Agents to take my photograph at the time of installation and at any other time it may require and will provide SAFETRACKS with a copy of my driver's license or other identification on request.
10. I authorize SAFETRACKS and or their Agents, to record all phone calls or other communications between me and SAFETRACKS and SENTINEL monitoring center or any affiliate thereof;
11. I will follow all instructions by SAFETRACKS staff regarding the Ankle Bracelet and any related equipment.
12. Following the installation of the ankle bracelet on my person, I agree to travel directly to my court assigned residence and to not make any stops on the way to that residence. The court ordered release document is in effect from the time the ankle bracelet is installed, and I leave the detention center.
13. Subject to any restrictions in the governing court order, I agree to:
 - a. promptly answer my telephone and regularly check and immediately reply to telephone messages, text messages, email messages or other communications relayed to me from SAFETRACKS and or their Agents or Monitoring center or any affiliate thereof;
 - b. attend when and where directed by SAFETRACKS for any purpose associated with the monitoring;
 - c. promptly answer my door and allow SAFETRACKS representatives and or their agents to enter my home with or without an appointment for the purpose of inspecting or maintaining the monitoring equipment and, if desired by SAFETRACKS for the safety of its staff, with police accompaniment; and or I will promptly answer my door to any law enforcement official to check on my wellbeing or to check on the monitoring equipment;
 - d. follow SAFETRACKS instructions regarding return of the monitoring equipment, including meeting SAFETRACKS staff where and when directed for that purpose of removing the monitoring equipment, or arranging the delivery of the equipment to SAFETRACKS at my expense by Canada Post or a courier acceptable to SAFETRACKS using a method that includes a tracking number and providing that tracking number to SAFETRACKS.

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DATA TRANSMISSION, THIRD PARTY MONITORING COMPANIES

14. I understand that the monitoring equipment and related services are provided to SAFETRACKS by other companies and that monitoring data is transmitted to data centres which may be located in the United States, or other countries. I authorize SAFETRACKS to share the data produced by the monitoring equipment and any other information about me with the companies that provide the monitoring services and operate the data centres and agree that such information may be transmitted and stored by any means used in the ordinary course of business by SAFETRACKS and those companies.

TERMINATION

15. SAFETRACKS, in its absolute discretion terminate its services at any time. If SAFETRACKS determines that it will terminate monitoring for any reason, SAFETRACKS may follow such procedures as it deems appropriate for providing notice of impending termination to the Police, the Crown, Probation/Parole, or the Court. These reasons may include but are not limited to the following examples;
- a) Account in arrears
 - b) Aggressive & Confrontational Behavior
 - c) Surety has withdrawn support to the file
 - d) Non-Compliance with SafeTracks Rules, Agreements and Protocols
16. If I wish to terminate monitoring, it is my responsibility to initiate any required changes to my criminal court conditions. I will be obligated to pay any outstanding balances that are due to SAFETRACKS. Until this is accomplished, the Ankle Bracelet will not be removed, and I will continue to be monitored.
17. I will attend where and when directed by SAFETRACKS to have the Ankle Bracelet removed and return all equipment.

AMENDMENTS TO AGREEMENT; NEW REQUIREMENTS OR INSTRUCTIONS

18. SAFETRACKS may from time to time determine that it requires Participants to agree to new or revised terms and/or comply with new or revised instructions. I understand that if I refuse to comply with such new instructions or to enter into an amended agreement when requested by SAFETRACKS, SAFETRACKS may terminate my monitoring services.
19. If my criminal court conditions are varied and monitoring is no longer required, I understand that SAFETRACKS will not terminate monitoring and remove the Ankle Bracelet until SAFETRACKS has received confirmation of the variation that SAFETRACKS finds satisfactory, and that my account is paid in full.

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By signing below, I acknowledge that I understand and will comply with every term of this Agreement.

Participant Signature

Date

Participant's Legal Counsel

Date

*I have reviewed this Agreement and its Schedules with the Participant and am satisfied that he/she understands and agrees with its terms.
Note: This agreement is binding whether or not the Participant's Legal Counsel has signed it.*

SAFTRACKS Official

Date

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Liability Waiver and Indemnity Schedule

This Schedule forms part of the Participant Agreement between SAFETRACKS GPS CANADA INC.

("SAFETRACKS") and _____ dated _____
("Participant")

Contract #: _____

1. I understand that SAFETRACKS and the other companies involved in providing the monitoring service cannot prevent me from breaching my release conditions or causing harm while breaching those conditions.
2. I understand that wearing the Ankle Bracelet may increase the risk that I could suffer accidental injury, including but not limited to tripping, falling, or other injuries suffered if the Ankle Bracelet is caught in machinery or other objects that could cause injury, or that injuries I may suffer in an accident, fire, or otherwise may be increased because I am wearing the Ankle Bracelet.
3. I understand that the Ankle Bracelet frequently sends and/or receives wireless transmissions including but not limited to cellular data transmissions and/or radio-frequency transmissions and that some researchers express concern that repeated exposure to such signals may have serious adverse health effects. I accept that it is my ongoing responsibility to educate myself and reach my own conclusions about any potential harmful health effects of wearing the Ankle Bracelet and, if at any time I am concerned about such risks, to either not proceed with the installation of the Ankle Bracelet or to terminate my participation in the monitoring program and to have SAFETRACKS remove the Ankle Bracelet, with the authorization of the court.
4. **If I decide to terminate my participation in the SAFETRACKS monitoring program, I will be obligated to pay my account balance in full. Until I have made the required payment the Ankle Bracelet will remain on my person and will continue to be monitored until account is free and clear.**
5. I understand that my location and movements are being collected, tracked, and monitored, 24/7/365. I am also aware that the collected data can be shared with any Court, Crown, Probation/Parole or Police, CBSA, and INSET if they make a request for this information to SAFETRACKS. I am aware I have **NO** ownership of any of the data that is collected by the monitoring equipment.
6. I understand that SAFETRACKS reports to police are based on data generated by monitoring device(s) provided by SAFETRACKS, and or to third party providers.

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7. By signing this agreement, by allowing the installation of the Ankle Bracelet, and by my ongoing participation in the monitoring program, I confirm that, in order to obtain the benefits of participating in the monitoring program, I accept all such risks and agree that I am 100% responsible for complying with my release conditions and for ensuring my own health and safety.
8. I THEREFORE permanently and irrevocably waive all rights to make any claim against SAFETRACKS, any company involved in providing the monitoring service, or any of their respective employees, agents, officers or directors, and I agree to fully indemnify and hold all of them harmless from any claims made against them by any third party, in connection with any harm or loss that I may suffer or that is caused or alleged to have been caused as a direct or indirect result of my wearing the Ankle Bracelet, my failing to comply with my release conditions, and/or my being arrested as a result of an SAFETRACKS report to police, including all costs incurred by them to respond to and/or defend such claims.

Participant Signature

Date

EQUIPMENT AND SERVICES

This agreement is for a maximum quantity of ____ Ankle Bracelet and if applicable, a maximum quantity of ____ Beacon(s).

Serial Number: _____

Beacon Serial Number: _____
(If applicable)

Date of installation: _____

Time of installation: _____

Location of Installation: _____

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Payment Schedule

(Provincial tax is in addition to all fees listed)

INITIAL FEES	
Deposit	\$750.00 – If the Participant is not released, a partial refund will be issued.
Retainer	A \$250.00 retainer will be held by SafeTracks for administrative costs incurred by SafeTracks.
INSTALLATION	
Ankle Bracelet (GPS)	\$250.00 + Mileage (\$ 0.75/KM)
MONITORING	
Ankle Bracelet (GPS)	\$500.00 per month / \$400.00 per month with Legal Aid
VIRTUAL TESTIMONY	
Virtual Testimony	\$350.00 for the first hour. \$100.00 per hour after attendance
ADDITIONAL FEES	
Equipment Retrieval	\$100.00 or actual cost if greater (payable on termination if we must travel or arrange a courier to retrieve equipment from police, jail, surety etc.)
Technician Time	\$100.00 minimum for (1) failure to be present as arranged or directed for installation, removal, maintenance etc. or (2) for our staff to attend to inspect/repair/replace strap/clip/bracelet due to damage caused, in our sole judgment, by tampering, impact, or by other activity (work, sports, etc.) other than normal wear and tear, whether accidental or intentional)
Late Payments	\$50.00 Service Charge for any Late Payments past 15 days
LOST/DAMAGED EQUIPMENT	
<p>The following will be charged for equipment that is damaged, lost or not returned. THESE CHARGES WILL APPLY AND ARE DUE IMMEDIATELY IN THE EVENT THAT THE PARTICIPANT ABSCONDS OR IS ARRESTED AND WE ARE UNABLE TO IMMEDIATELY CONFIRM THE WHEREABOUTS OF THE EQUIPMENT AND ARRANGE FOR ITS RETURN.</p>	
OM500 - GPS: Bracelet & Strap	\$1,800.00
Beacon	\$400.00
Charging cord	\$90.00

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PAYMENT TERMS

- The minimum monitoring period is one month.
- Clients hereby acknowledge and agree that a monthly service fee will be billed on the 15th day of each month. The initial monthly service fee shall be prorated from the date of installation to the next available 15th day of the month. Subsequent monthly fees shall cover the entirety of each calendar month with no subsequent prorated pricing.
- If any payment is late or declined, SAFETRACKS may impose earlier due dates and/or require any or all of the following: additional security, an additional co-payer, an alternative payment method, and any other requirements we deem necessary to provide satisfactory security for future payments.
- Participation in the program may be subject to termination at any time if payment requirements are not being met within 30 days of the due date.
- **\$50.00 SERVICE CHARGE FOR ANY LATE PAYMENT.** Late Fee will be applied after 15 days of nonpayment from the due date.

What payment method will be used:

CREDIT CARD

When you receive your invoice by email, it is due immediately upon receipt of the invoice and can be paid by credit card.

INTERAC E-TRANSFER to accounting@SafeTracksgps.ca

IMPORTANT: in the message for each payment, include the **invoice number** and the **name of the person being monitored**. Payments will be automatically deposited – no security question is required.

ALL METHODS ARE SUBJECT TO A \$50.00 SERVICE CHARGE FOR ANY LATE PAYMENT

I hereby agree to all applicable fees, taxes, penalties, and liabilities for damages as set forth in this Participation Agreement and Payment Terms. I acknowledge that failure to remit the monthly service fee within fifteen (15) days of the invoice date will result in a late payment fee of fifty dollars (\$50.00). By signing below, I confirm that I have read, understand, and agree to comply with all terms and conditions of this Agreement.

Participant Signature

Date

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Charging Requirements – Monitoring Equipment

KEEPING THE BATTERY CHARGED IS CRITICALLY IMPORTANT

You must charge your Ankle Bracelet for **Minimum** of 2 hours each day **AND**:

- Within **30 minutes** of a Vibration signal from the Ankle Bracelet
- Immediately on Audible Tone or Voice signal from Ankle Bracelet
- At any time as instructed by SAFETRACKS and its Agents

Before leaving your residence, you are required to charge the monitoring equipment to a full charge or for a minimum of one hour if you will be away for more than one hour.

If you will be away from your residence for more than 24 hours, you must take the ankle monitor charger with you.

FAILURE TO FOLLOW THESE INSTRUCTIONS WILL HAVE SERIOUS CONSEQUENCES, INCLUDING:

TERMINATION: Failure to consistently follow these instructions and maintain the device in a charged state will result in the termination of your participation in the program.

POLICE NOTIFICATION: If the device's battery is low and you are unreachable or fail to comply with immediate charging instructions, law enforcement intervention will be initiated.

I agree to comply with the above charging instructions and will charge at any other time directed by SAFETRACKS.

Participant Signature

Date

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Communication Schedule

Purpose: to record information needed to facilitate communication between SAFETRACKS and the participant, sureties and others involved in the monitoring plan.

PARTICIPANT

Name: _____

Email address: _____

Phone numbers: _____ (Home) _____ (Cell)

SURETIES

Name: _____

Email address: _____

Phone numbers: _____ (Home) _____ (Cell)

Name: _____

Email address: _____

Phone numbers: _____ (Home) _____ (Cell)

Name: _____

Email address: _____

Phone numbers: _____ (Home) _____ (Cell)

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Initial box





Leave Notification Procedures

For GPS monitoring programs, if your court order says that you can only leave your residence or other defined area under certain conditions, such as being in the company of a surety, or for certain purposes, such as going to work, you must follow SAFETRACKS' procedures for verifying that you are complying with those requirements. These are in addition to any approvals that are required, for example, by a police officer or conditional sentence supervisor.

SAFETRACKS may at any time, in its own discretion or in consultation with the supervising/law enforcement authority, vary these requirements, including the method by which notifications must be provided and/or impose a requirement for leave notices to include additional details and/or require that the surety provide simultaneous notifications to one or more law enforcement officers.

If your court order permits you to be out during certain times by yourself and for any reason (a simple curfew), then no notice or verification process is required.

ADVANCE NOTICE FOR SPECIFIED PURPOSES: If your court order restricts you to leaving your residence only for specified purposes, you are required to adhere to SAFETRACKS procedures. For any outing requests, you must submit a probation or parole letter to privaterental@safetracksgps.ca in compliance with these requirements.

SURETY ACCOMPANIED LEAVES: When your court order requires that you only leave the residence IN THE COMPANY OF A SURETY, you must **be accompanied in person by your surety**.

- You **MUST** email Privaterentals@safetracksgps.ca, during business days and hours with at least **ONE hour** prior to requested departure time, to leave the court ordered residence, with the Participant.
- In your request to leave with the participant, your email must include the following information:
 - Participant's Name
 - Surety and/or Guarantor Name and contact information
 - Date you want to leave
 - Time you want to leave
 - Time you will return

Sureties are responsible to ensure that the accused does not have access to send emails from the surety's email account.

**Leave notification requests are to be sent between
Monday to Friday 8:00 am to 5:00 pm MST.**

Please note that it may take up to one business day for leave notification requests to be processed and approved if outside of business hours.

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By signing this Participant Agreement, I acknowledge and agree to be bound by all terms and conditions set forth herein. I further agree to adhere to all schedules and obligations outlined in this Agreement. I understand that failure to comply may result in additional service fees and/or the termination of services provided by SAFETRACKS GPS Canada Inc.

Participant Name

Participant Signature

Date

Surety Name

Surety Signature

Date

Surety Name

Surety Signature

Date

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