



# SSI 20/20-30 User Instructions

(888) 234-0198 or [www.SmartStartInc.com](http://www.SmartStartInc.com)

The SSI 20/20-30 is a breath-alcohol ignition interlock device which requires the user to take and pass a breath test before the vehicle will start. If the breath alcohol sample submitted is at or above the preset fail level, the vehicle will not start.

## How to Take a Test:

1. When you turn on the vehicle's ignition, the unit will activate and the LCD will display **INITIALIZING**. The device is preparing for a test.
2. *Take this time to drink WATER to eliminate breath contaminants.*
3. Once the unit has initialized, the LCD will display the word **BLOW**.
4. You can only take a test when the LCD displays the word **BLOW**.
5. The best way to take a proper test is to blow steadily into the mouthpiece of the unit for approximately 2-4 seconds and then transition to a hum by saying the word "**WHO**". Keep blowing steadily during the transition. During the test the LED will display the word **TEST**.
6. Keep blowing into the mouthpiece while humming "**WHO**" until the unit clicks.
7. If you do not successfully complete the test, the LCD will display the word **ABORT**, followed by the reason.
8. After successful completion of the test, the LCD will display the word **ANALYZING**.
9. The unit will then analyze the breath sample and display **PASS**, **WARN**, **FAIL**, or **VIOL**.
10. During normal operation of the unit, the LCD will display "**\*\***", indicating engine running.

## After You Take a Test, 1 of 5 things will happen:

1. The LCD display will show the word **PASS** and you may now start your vehicle
2. The LCD display will show the word **WARN** and you may now start your vehicle
3. The LCD display will show the word **FAIL** and you will not be able to start your vehicle
4. The LCD display will show the word **VIOLATION** and you will not be able to start your vehicle
5. The LCD display will show the word **ABORT** and you will not be able to start your vehicle

When you blow an **ABORT** or a **FAIL**, you must take and pass another breath test before your vehicle will start. After blowing a **FAIL**, the LCD will display **FAIL**, cycle back to **WAIT ##** and then **BLOW**. **ABORT** is generally caused by blowing too hard "**ABORT HARD**", for not a long enough period of time "**ABORT EARLY**", or not performing the voice tone properly "**ABORT HUM**". An **ABORT** will simply require you to take another test. Once your vehicle is started, the device will ask for a random retest by beeping and indicating **BLOW** plus a timer reading. Failure to take these retests is a violation. The retest timer gives you 5 minutes to safely pull over and take the test if you are not comfortable testing while driving. If you fail to take the retest, the unit will indicate "**MISSED TEST**". This will result in a lost violation point.

Once your vehicle is started, the device will ask for **RETESTS** by beeping and flashing the word **BLOW**. *Be sure to rinse with WATER prior to each and every test.* Failure to take the retest is a violation. *(When using the device, always practice safe driving habits and keep your eyes on the road. You should find a safe place to park before taking a retest.)*

**Handset mount** - You have been provided with a handset mount to keep your device within easy reach and out of harm's way. If your mount needs replacing, advise our service personnel and we will secure a new one.

**LOCKOUTS** The LCD displays the number of violation points left when you press the pound sign and the number three. The counter starts with the maximum available violations and counts down. Each time a violation is registered, the unit will deduct 1 from that number. The device will "**lockout**" and not allow you to take a test under the following 4 conditions.

### 1 - 15 MINUTE LOCKOUT

A fifteen **minute lockout** is indicated by an LCD display of **FAIL /LOCK ###**. This happens when you blow 3 fails in a 15 minute period. The device will **TEMPORARILY LOCKOUT** for **ONLY 15 minutes**. This can happen before you start your vehicle **OR** after you start the vehicle and then fail 3 **RE-TESTS!** During this **15 minute lockout** the device **will not** allow you to re-test. Use this time to drink water, take some deep breaths and test again when the device resets. **NOTE:** If this happens while you are driving, the device will not reset until you turn off your vehicle for 15 minutes. A **15 minute Lockout** may require you to return for service.

### 2 - RESTRICTED DRIVE TIME LOCKOUT

A **drive time lockout** is indicated by an LCD display of "**RESTRICTED DRIVE TIME**". This only occurs if the unit is programmed with restricted driving times as ordered by the monitoring authority. During the **restricted lockout** time, the device **will not** allow you to take a test or start your vehicle.

### 3 - SERVICE LOCKOUT

A **service lockout** is indicated by an LCD display of **SRVC / L ###**. This is the number of hours remaining before the device shuts down due to missing your service date. Once the device displays "**LOCK**," it **WILL REQUIRE** you to call your service provider for an Unlock Code. There may be a charge for this code. **DO NOT IGNORE THE SERVICE WARNING** grace period

### 4 - VIOLATION LOCKOUT

A **violation lockout** is indicated by an LCD display of "**LOCKOUT VIOL**". This will occur after you use your last violation point **AND** you exceed the allowed lockout grace period. A violation is caused by a **HIGH LEVEL** breath failure, **OR** by missing a re-test, **OR** by starting the vehicle without passing a test **OR** by disconnecting the head while the device is turned on. These violations are counted between service visits. The LCD display will show the number of hours left until the violation lockout occurs (**L##**) Once the device displays "**LOCKOUT VIOL**", it **WILL SHUT DOWN** and require you to contact Smart Start. **DO NOT IGNORE THE LOCKOUT WARNING** grace period.

## QUICK REFERENCE INFORMATION

### AFTER HOURS ASSISTANCE

If you need assistance after normal business hours, call us toll free at 888-234-0198 to page a technician. Our voice recording will direct you accordingly. Please follow the directions.

### UNLOCK CODES

Smart Start is the ONLY interlock provider that offers REMOTE UNLOCKING. This service is available if you go into lockout and cannot get to a service center. You will be given a code from our corporate office. The code can be entered into the device using the keypad. This code will extend your lockout grace period for no more than six (6) hours. The code is only good ONE TIME and the device will operate as normal. You are required to take and pass a test before starting the vehicle. The code DOES NOT bypass the device. Code is only available if permissible in your state. There may be a charge for this code

### HELPFUL HINTS AND ANSWERS

LCD DISPLAYS	DESCRIPTION
INITIALIZING	The unit is preparing for a breath test.
BLOW	The unit is ready to accept a breath test.
TEST	The unit is accepting the test.
SRVC / L ###	A reminder of the number of hours remaining before the unit goes into lockout due to missing your service appointment.
BLOW / VLOCK @ # D ##	A reminder of the days remaining before lockout due to loss of violation points.
LOCKOUT VIOL	The device is in lockout due to loss of violation points. You must call to get an unlock code that is only valid for 6 hours. Only if permissible in your state.
APPT #### / MM/DD/YY	The date and time of your scheduled appointment, that was made at your last service. Press the # sign and the number one (1) on the keypad to see this display.
VIOL REMAIN ####	The number of violation points remaining before the unit goes into the lockout grace period. Press the # sign and the number three (3) on the keypad to see this display.

- You must rinse with WATER prior to each and every breath test. This will eliminate breath contaminants. Remember, always take a DEEP BREATH immediately before taking a test.
- The interlock device has no effect on the engine operation and can not turn your engine off once it is running.
- Anyone who drives your vehicle must use the device and YOU are responsible for all readings recorded by the device. If you are ordered on by a Michigan Court you must get authorization for someone else to drive this vehicle.
- If your vehicle needs service, contact Smart Start for instructions. Keep receipts from the shop indicating the date and time it was in for service as well as the date and time it was picked up. Please fax all receipts to 586-954-3461 or contact us for an email address.
- If you need to replace your battery or starter, call Smart Start for authorization first. This should be completed by a certified mechanic.
- You have several minutes to respond to a retest. Find a safe place to park before taking a retest. Missing a retest is a violation and will be recorded by the device.
- Once the device begins asking for a retest, be sure to take the test before turning off your ignition.
- When using the device, always practice safe driving habits.
- Do not use a breath freshening agent just before taking a test. Most of these agents contain a high level of alcohol.
- Place the device where you can see the LCD display. If a Retest is requested and you are driving with the radio playing loud or a window down, you may not hear the Beeping sound that the unit will make. If you can see the LCD display, you will probably notice the retest indication. An optional LED light is available for clients who are hearing impaired.
- You must maintain a charged battery in your vehicle at all times. You must start your vehicle at least once a week for a minimum of 15 minutes. You must get prior authorization from Smart Start Michigan prior to disconnecting your battery or having your vehicle serviced. You must provide Smart Start with valid receipts for all repairs and parts.
- Do not place the interlock where it is prone to damage: on the floor, under your ashtray, or where you can't see it or hear it. Also, do not expose the unit to moisture from liquids. You are responsible for damages due to negligence or abuse of the device.



# *Straight from the State:*

## **Notice of Proper Interlock Use**

Common violations of the interlock device are listed, but this page is not exhaustive. You are responsible for all interlock violations.

- Never leave your vehicle running and unattended, even momentarily. If you fail to provide a rolling re-test for any reason, it is a major violation of the interlock device. Your revocation/denial will be reinstated and you will lose your license.
- Never exit your vehicle without first making sure that a rolling re-test has not been requested. Arrive at your destination, physically look at the interlock device, and then turn off the ignition. You should look at the device again before exiting. Do not turn your vehicle off after a rolling re-test has been requested without providing a breath sample within the allotted five (5) minute time frame. Doing so is a major violation. Your revocation/denial will be reinstated and you will lose your license.
- Regularly start your vehicle even if it is not being driven to ensure that the battery remains charged.
- You and/or a repair facility must contact the interlock company before making any repairs to your vehicle. Provide notice to the interlock company of the type of repairs and the dates they are scheduled to be completed.
- Obtain documentation (legible, dated, and signed receipts) for any repairs done to your vehicle. This includes tow receipts and receipts from auto parts stores. These receipts and a letter of explanation that is notarized, dated, and signed by you should be sent to the interlock company immediately after repairs are completed.
- Never eat or drink anything within 15 minutes of providing a breath sample. If alcohol is detected by the machine, you must rinse out your mouth with water and provide a second sample within five (5) minutes. Do not just walk away from the machine. It is advised that you keep a bottle of water in your vehicle. It is also advised that you obtain a preliminary breath test (PBT) from your local jail or sheriff's department, or an Ethyl Glucuronide (ETG) test from a toxicology lab to prove that you were not drinking. Note that doing so will not necessarily avoid a reinstated revocation/denial if a major violation occurs, i.e., a failed rolling re-test. However, the test results may be taken into consideration in the event an administrative hearing is scheduled. The burden is always on you to prove that you continue to maintain abstinence.
- Limit the people who have access to your vehicle. You are responsible for all violations of the interlock device. Action will be taken against you if another individual misses a re-test, provides a breath sample with a BAC, or otherwise violates the interlock device.
- Notify the Department within seven (7) days of changing interlock companies by mailing the new installation certificate to the Administrative Hearings Section.



## *Straight from the State:*

**You have successfully completed Sobriety court!**

# ***What happens now?***

- Any Driver Responsibility Fees that have been held in abeyance while you were in Sobriety Court will now be assessed. If you fail to pay the fees or enter into a payment agreement, your license will be suspended until you do.
- You may continue to drive on the restrictions you currently have until you have a hearing with the Secretary of State Administrative Hearings Section.
- To request a hearing, you must meet the following requirements:
  - Your driving record must reflect that you have successfully completed Sobriety Court.
  - You must complete one year on the ignition interlock device with a valid license.
  - You must reach the ending date of the original licensing action (suspension or revocation).

You are now subject to all major and minor violations of the ignition interlock device and the licensing sanctions that go along with them.

- Minor violations will result in a 3 month extension of the time before you may request a hearing to obtain full driving privileges.
  - 3 Start-up test failures
  - Missed monitoring appointments
- Major violations will result in the suspension or revocation/denial of your driving privileges for the full length of time of the original licensing action.
  - Removal of the ignition interlock device without Department authorization
  - Failure to *take* or *pass* a rolling retest within 5 minutes of the device requesting the retest
  - Tamper/circumvent
  - 3 minor violations
  - New 625 offense (drunk and/or drugged driving)



# *Straight from the State:*

## **Removal of BAID for Extenuating Circumstances While Under Sobriety Court Restrictions**

There are instances when a Sobriety Court participant has the BAID device removed from their vehicle for more than 7 days for reasons other than negligence on their part. In these very specific cases, the participant may be able to get a restricted license back without having to appear before the Administrative Hearings Section for a hearing.

The participant must have the device removed for one of the following reasons:

- Vehicle is involved in a crash and is totaled and the participant is waiting for an insurance settlement to purchase another vehicle
- The vehicle is repossessed and the device is removed until the participant can acquire another vehicle
- The vehicle becomes inoperable and the participant does not have the financial means to repair it in a timely manner

The participant's responsibilities:

- Contact the probation officer/court administrator *prior* to the device being removed. Submit proper documentation to the court to corroborate the reason for the removal (i.e. crash report, insurance claim, repossession documentation, repair estimate, etc.).
- Provide an estimated period of time for the removal of the device to ensure a good faith effort is being made to reinstall a BAID.
- Provide a BAID installation certificate to the court as soon as the device has been re-installed in a vehicle.

The court's responsibilities:

- Submit the Request to Temporarily Remove BAID form to Mary Rademacher in the Administrative Hearings Section. It can be emailed to [RademacherM1@michigan.gov](mailto:RademacherM1@michigan.gov) or faxed to (517) 335-2190 to her attention.
- Attach all documentation provided by the participant.
- Send the new installation certificate to Mary Rademacher when received from the participant.

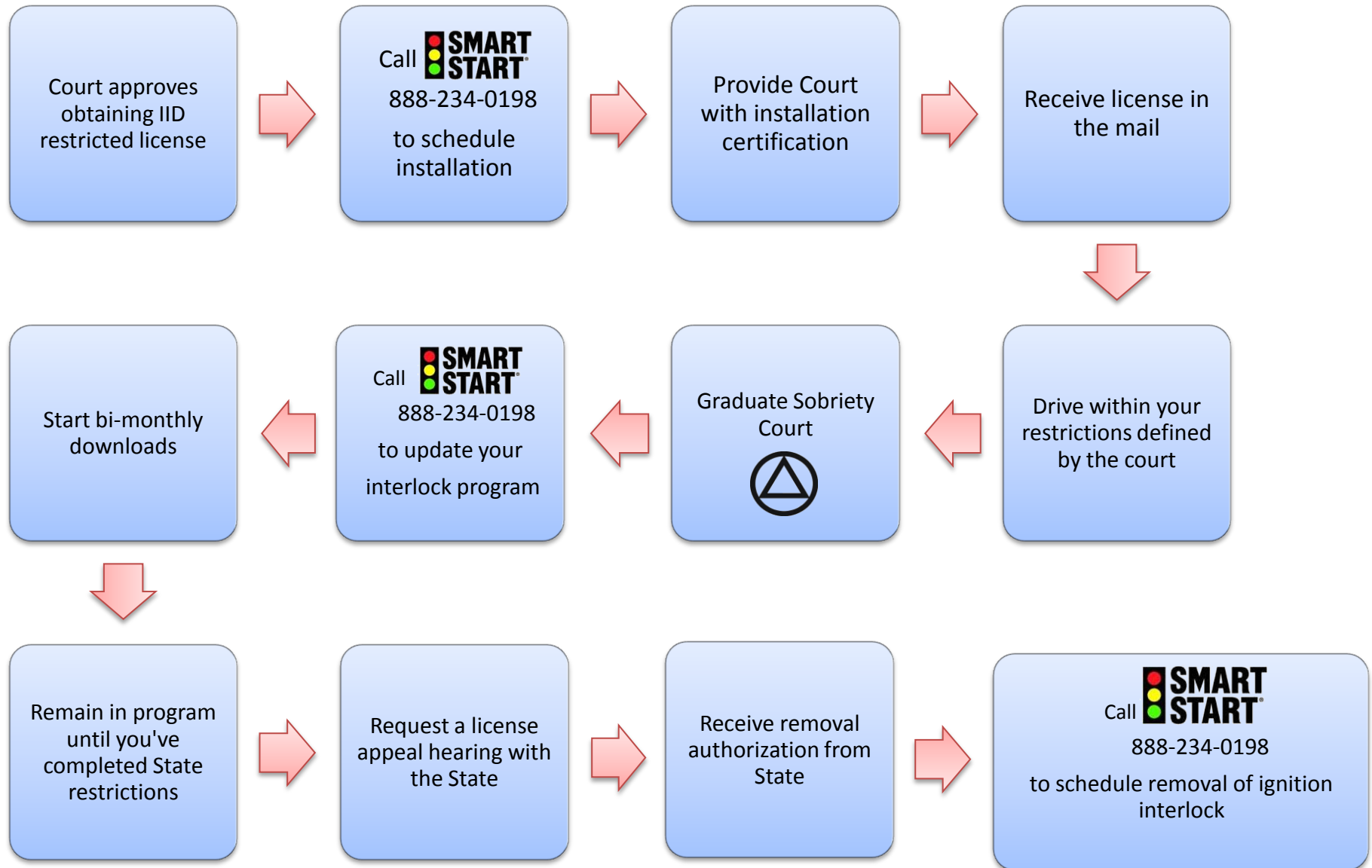
Administrative Hearings Section responsibilities:

- Upon receipt of qualifying documentation, process the licensing action to revoke or suspend the participant's driving privileges and provide written notice of the action to the participant.
- Upon receipt of valid BAID installation certificate, reinstate the Sobriety Court restrictions and provide written notice of the action to the participant.

NOTE:

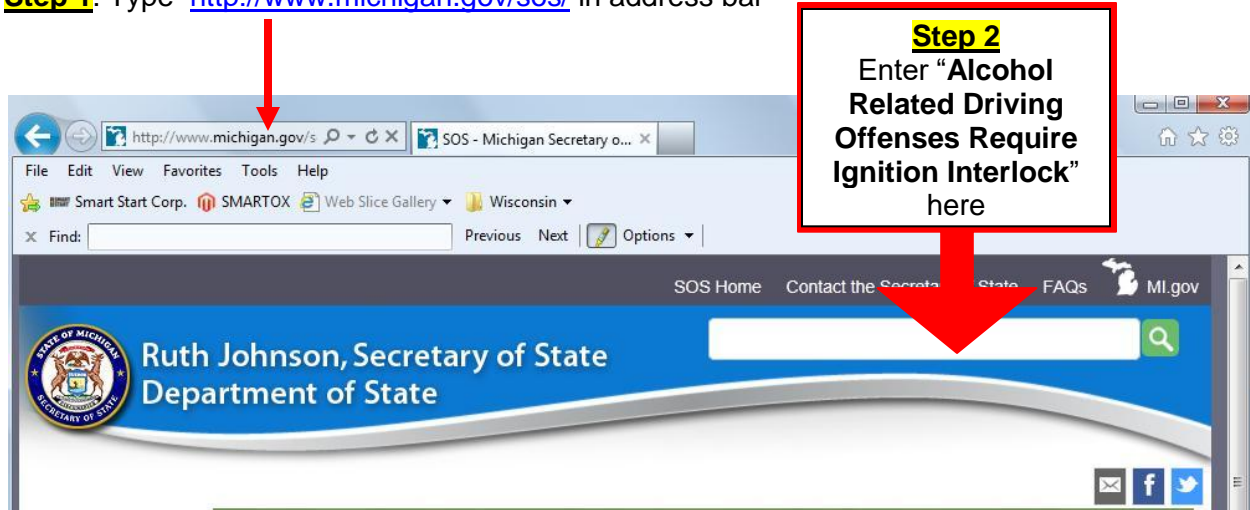
The license will remain revoked or suspended until a BAID is re-installed in a vehicle. If the participant is caught driving while the license is suspended/revoked/denied, a mandatory additional action will be taken and he or she will not be eligible to have the restricted license reinstated.

# Ignition Interlock Process



If you have any questions regarding the S.O.S. BAIID program please contact the Department of State at # 888-767-6424

**Step 1:** Type <http://www.michigan.gov/sos/> in address bar



Then, click the link that that says “Alcohol Related Driving Offenses Require Ignition Interlock”

**Step 3:** Scroll to the bottom of the screen to find:

### BAIID VIOLATIONS

Violations of the BAIID program for habitual offenders are divided into "minor" and "major" categories.

Minor Violations:

- A driver has 2 months after the BAIID is installed to become familiar with the device, and to learn that certain substances, such as mouth wash, may cause the device to record a test failure. After the first 2 months, it is a minor violation if the BAIID records 3 start-up test failures within a monitoring period. A start-up test failure means the BAIID has prevented the vehicle from starting. A monitoring period is the full length of time the BAIID is required to be properly installed.
- If the driver fails to report the BAIID installer for servicing within 7 days after his or her scheduled monitoring date, it is a minor violation.

Major Violations:

- Rolling retest violation:
  - Failing to take the rolling retest when prompted by the BAIID; or
  - The random retest detects a BAC of .025 or higher, and there is no subsequent sample with a BAC of less than .025 within 5 minutes.
- An arrest or conviction for drunk and/or drugged driving.
- Tampering with the BAIID.
- Circumventing the BAIID.
- Three minor violations within a monitoring period.
- Removing the BAIID without having another device installed within 7 days, unless the Secretary of State has authorized the removal.
- Operating a vehicle without a properly installed BAIID.



#### **VIOLATION CONSEQUENCES:**

Minor violations will result in a 3-month extension of the time before you may request another license appeal hearing.

Major violations will result in the immediate reinstatement of your original driver license revocation/denial. You may appeal that action to the Administrative Hearings Section. The appeal must be in writing, and must be submitted within 14 days after the effective date of the reinstatement.

#### **BAIID REQUIRED FOR AN OFFENDER WITH A HIGH BAC:**

If you decide that you want the restricted license, you will have 2 months after the BAIID is installed to become familiar with the device, and to learn that certain substances, such as mouth wash, may cause the device to record a start-up test failure. After the first 2 months, any instance of a .025 or higher BAC reading will result in another 1-year suspension. However, any rolling retest failure will result in an additional 1-year suspension of your driver license. You may be eligible for another restricted license after serving 45 days of suspension if a BAIID is properly installed on every vehicle you operate.

#### **BAIID REMOVAL AND REPORTS**

As a High BAC offender, you will be eligible to ask for permission to remove the BAIID 1 year after the beginning of your original license suspension – if you have not violated the terms of your driver license restrictions.

You must include a report(s) from your BAIID vendor(s) to the Administrative Hearings Section with your request for authorization to remove the BAIID.

Your request may be approved if there are NONE of the following:

- Instances of BAIID test samples with a BAC of .025 or higher.
- Convictions for operating a vehicle without a properly installed BAIID.
- Evidence of tampering with, or circumventing, the BAIID.

If your request is approved, you must take your Order Authorizing BAIID Removal to your provider before the device can be removed.

If no other license sanctions are in effect, you may take the Order Authorizing BAIID Removal to a Secretary of State branch office, pay the reinstatement fee, and return to full driving.

If you have your provider remove the BAIID without Secretary of State authorization, the provider is required to report the removal to the Secretary of State. This may be treated as an unauthorized removal, and may result in driver license sanctions.





\*\*\*Please review your court order to see if you have been ordered to provide Daily PBTs into the interlock device. All Defendants MUST sign this form!

If you have been ordered by a Michigan Court to provide PBTs into the interlock device at specific times, you are fully responsible to ensure that those PBTs are provided NO MATTER WHAT.

If you have a dead battery, a vehicle issue, or a device issue, you still must provide your scheduled breath tests. It is your responsibility to get a breath test from either a local police department, local court, or a private testing company so that you are staying in compliance with your Court Order.

If you have an interlock device with a camera you must **always** face forward when providing a breath sample and **never** interfere with the camera taking a clear unobstructed facial photo. Example: Wearing sunglasses, a hat, turning your head, or anything else that might obstruct or distort your image. You must **never** block the camera with your hand or any other material. Any interference with a photo will result in a violation report for tampering!

**\*\*If you have a CELLULAR device you must keep your head unit connected for a full day after making a payment and after daylight savings time.\*\***

If you have **not** been ordered to provide PBTs into the interlock device, please sign under paragraph # 2.

**\*\*\*ONLY SIGN ONE OF THE TWO SPOTS BELOW:**

1) I, \_\_\_\_\_ understand that it is my responsibility to provide my daily PBTs at the scheduled times given to me from the court. I understand that I must comply with my court order and if I do not a violation report will be sent to my monitoring authority. If I have any questions regarding my daily PBTs I will call either the court or Smart Start Michigan.

PBT Times: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

2) I, \_\_\_\_\_ have **not** been ordered by the court to provide daily PBTs or any other schedule of breath samples into my interlock device.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# INTERLOCK CLIENT CHECKLIST

1.  If my order is from a Court I must be the only person who supplies a breath sample in the device unless I am authorized different from that Court.
2.  I have been instructed on the use of the Breath Alcohol Ignition Interlock Device (BAIID) and understand how it works.
3.  I have watched the training video and I received a User Instruction Sheet.
4.  I understand that I must take all of the rolling retests even if I have reached my destination and I must do so prior to shutting off my vehicle. Buy not doing so you may lose your driving privileges.
5.  I understand that many mouthwashes, cough syrups, medications, breath sprays, and foods contain alcohol and I CANNOT use any product containing alcohol because the interlock device will detect this alcohol. I should always use non-alcoholic versions of these products. If I accidentally use these products I must immediately rinse my mouth and provide a clean breath sample. I should always rinse my mouth prior to every test to eliminate these contaminants. If I am "aborting" on a breath test I must continue to provide breath samples until I successfully complete the breath test.
6.  I understand that I cannot eat or drink anything except water 15 minutes prior to providing a breath sample into the device. I should always rinse my mouth with water prior to providing every breath test.
7.  I understand that if I fail a test while trying to start my car or fail a rolling retest while driving my car I must successfully provide a clean sample immediately (when the device is ready)
8.  I understand that the device will always ask for another test after a failed test. If I have not been consuming alcohol I will be able to rinse my mouth and immediately provide a clean sample. If I have no means to rinse my mouth I MUST continue to provide breath samples until I provide a clean passing sample.
9.  If you provide a breath sample that results with a "Warn" level, you must immediately provide another breath sample. You must turn the key to the off position, wait for the device to power down and then turn the key back forward to provide another sample.
10.  I understand that I can lose a "violation point" on the device from: Missing a rolling retest, blowing a high fail, bypassing the device, jumping the battery (if not performed properly), and shutting off the vehicle while the device is asking for a test.
11.  I understand if I lose the "violation points" I will be called in for early service in which I will be charged a reset fee. My device will display a grace period time and count down each hour before my device "locks" my vehicle from starting. If I ignore this display and grace period, I will be responsible for either paying for an "unlock" code or towing my vehicle into a designated service center.
12.  I understand that if I miss my scheduled appointment the device will start the above described countdown and when the device reaches "L 0" my vehicle will not longer start. I should call SmartStart immediately. Additional fees may apply.
13.  I understand that if my vehicle stalls or is shut off the device will stay powered up for two (2) minutes and in that time I can restart my vehicle without providing another breath sample.
14.  I understand that I cannot turn my key backwards or to the accessory position while the device is still powered up for the two (2) minutes discussed in # 13
15.  I understand that I will be responsible for the cost of any cord or unit damage do to misuse or negligence.
16.  I understand that disconnecting my battery can result in a Violation. I MUST have authorization from Smart Start's Corporate Office (888) 234-0198, prior to disconnecting my battery or having my vehicle serviced. I MUST provide Smart Start with valid receipts for service immediately after receiving them. I MUST keep my battery charged by starting my vehicle on a regular basis, at least once a week for a minimum of 15 minutes.
17.  I understand that any tampering or bypassing of the device may result in the loss of my driving privileges and other sanctions (civil and criminal) against me.
18.  I understand that I am responsible for all events recorded by the device and any violations will be released to agents, court authorities, treatment providers or other monitoring authorities.
19.  I understand that payment for all fees and services must be PAID IN FULL prior to any service being performed.
20.  A fee will be applied for any missed or rescheduled appointment without 24 hour notice.
21.  I understand that I must call the Corporate office at (888) 234-0198 to discuss any problems, concerns, and appointment changes. This will ensure that the proper action is taken and the proper documentation is made.
22.  If I am ordered to give daily PBTs then I am responsible to ensure those PBTs are provided NO MATTER WHAT. If I have a dead battery, or a vehicle issue, or a device issue I must still provide my scheduled PBTs by going to a local police department, Court, or private testing facility. I understand that it is my responsibility to stay in compliance with the Court Order.
23.  If I am using the SSI Ignition Interlock with a camera I must never obstruct or interfere with the view of the camera (example: sunglasses, a hat, or anything else that might obstruct or distort your image). I MUST NOT block the camera with my hand or any other material.
24.  I understand that I must update SmartStart of any address or phone number changes immediately.
25.  I understand that all Smart Start Services require a fee that I am responsible for these fees.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# SMART START CONTRACT FOR THE PROVISION OF MONITORING SERVICES

(hereinafter "CONTRACT")

COMPANY: SMART CHOICE MONITORING • 42111 IRWIN • HARRISON TWP., MI 48045

(hereinafter "SMART START")

888-234-0198

## CLIENT (hereinafter "Client") INFORMATION

First Name \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Male Female  
 (circle one)  
 How long have you lived here? \_\_\_\_\_ Home Phone ( ) \_\_\_\_\_ Cell ( ) \_\_\_\_\_  
 Personal E-mail Address (Required) \_\_\_\_\_  
 Driver's License # \_\_\_\_\_ State Issued \_\_\_\_\_ How did you hear about Smart Start? \_\_\_\_\_  
 Social Security # \_\_\_\_\_ Date of Birth \_\_\_\_\_  
 (Month, Day and Year)  
 Nearest relative not living with you \_\_\_\_\_ Phone ( ) \_\_\_\_\_  
 (Name and Relation)  
 Employer \_\_\_\_\_ Employer Phone ( ) \_\_\_\_\_ Length of Employment \_\_\_\_\_  
 By signing below, I hereby authorize, without reservation, any law enforcement agency, institution, information service bureau, school, employer, reference or insurance company contacted by Smart Start, Inc. to furnish any investigative consumer report that may be requested in consideration of this CONTRACT.

## THEFT WARRANTY - IGNITION INTERLOCK ONLY (THIS IS NOT INSURANCE)

This warranty is optional. Please read this carefully. This warranty will cover the replacement cost for equipment provided in performance of the monitoring service if the equipment is stolen. **The warranty is valid under the following conditions:** 1) the entire vehicle for which this service is provided is stolen AND 2) you supply a valid hard copy of a police report with your theft claim AND 3) you have paid the monthly warranty and CONTRACT fees on time each month and have brought your car in for all scheduled appointments. **Term:** This warranty shall commence on the Effective Date and shall continue in full force and effect until terminated (1) by court order effective as of the date set forth therein, (2) by the shop effective immediately upon discovery that the equipment has been tampered with or misused by client, or (3) by SMART START for any other reason effective Fifteen (15) days after SMART start's written notice to Client issued to Client's last known address as reflected in the records of SMART START. The cost of the warranty program may be changed at any time if deemed necessary by Smart Start. **The warranty fee is non-refundable.** The warranty cost of \$5.00 is prepaid monthly with your CONTRACT payment.

\_\_\_\_\_ (Initial) **I ACCEPT** the warranty.  
 \_\_\_\_\_ (Initial) **I DECLINE** the warranty and accept responsibility for the replacement cost of service equipment.

## RECOVERY COST

Client understands that the purchased monitoring service requires equipment be given over to the temporary care of Client. Client understands that Client is responsible for the return in good order and condition of all equipment provided in furtherance of this CONTRACT, reasonable wear and tear alone excepted. Client shall pay for the service purchased where Client's failure to properly care for equipment prevents proper provision of the service. Client agrees to pay to SMART START such sum as may be necessary to cover all damaged, broken or missing parts of the equipment. **Client further acknowledges and contracts that in the event the equipment described in this CONTRACT with SMART START is damaged beyond repair, under section 8 RISK OF LOSS of this CONTRACT, the recovery cost of the equipment shall be:**

SSI - 20/20 - 30	\$1,750.00	In-Hom Standard	\$1,750.00	In-Hom Smart Mobile	\$2,000.00
SSI - 20/20 - 30 Camera	\$ 300.00	In-Hom Cellular	\$2,000.00	In-Hom Smart Mobile Power Supply	\$ 40.00
SSI - 20/20 - 30 GPS Module	\$ 500.00	In-Hom Power Supply	\$ 100.00	In-Hom Smart Mobile USB Cable	\$ 25.00
SSI - 20/20 - 30 Camera Cable	\$ 50.00	In-Hom Power Cord	\$ 50.00	In-Hom Smart Mobile Case	\$ 100.00
SSI - 20/20 - 30 Curly Cord	\$ 50.00	In-Hom Packaging Material	\$ 25.00	In-Hom Smart Mobile User Manual	\$ 10.00
IID 20/20 - 30 Late Payments	\$ 15.00	In-Hom Cellular Late Payments	\$ 15.00	In-Hom Smart Mobile Quick Reference	\$ 5.00
		Missed/Canceled/Rescheduled Appointment Within 24 Hours	\$ 50.00	In-Hom Smart Mobile Mouth PCS (2)	\$ 5.00

**Client further acknowledges these are liquidated damages in the event of any court action. All fees subject to change.**

## TRAINING ACKNOWLEDGMENT

I received written instructions, watched the training video (ignition interlock), and received instruction on the service purchased and the use of related equipment by a Smart Start technician. I know to rinse my mouth with water prior to each test. I understand that if my unit takes pictures, I am required to **dress appropriately at all times while the equipment is in use.** I am comfortable with the training I received. I know to call 1-888-234-0198 anytime with questions or problems. I know to always practice safe driving habits (ignition interlock).

\_\_\_\_\_ Client initials

## CONTRACT CONDITIONS

### Certificate of Acknowledgment and Acceptance of CONTRACT Conditions and Equipment

I hereby acknowledge that the monitoring service provided by SMART START requires my understanding and participation in the process put in place by SMART START and my appropriate use of and care for the equipment provided. I further acknowledge receipt of the equipment described in this CONTRACT with SMART START and accept the equipment and CONTRACT conditions after full inspection thereof as satisfactory for all purposes of the CONTRACT. Court Testimony subject to a \$500 per half day fee to be paid by client. The technician has explained, and I have read, understand and accept the CONTRACT. Warranty (Ignition Interlock) termination information, and additional conditions as outlined by this side and the reverse side of this document. I understand Smart Start may change terms and conditions of this service agreement at any time without notice. I understand this CONTRACT is available to me in Spanish for interpretation purposes. *Si necesito ayuda, entiendo que este contrato de servicios esta disponible en Español, para el propósito de interpretación.*

A \$50 fee will be applied for any missed/canceled or rescheduled appointment without 24 hour notice.

SIGNATURE OF CLIENT **X** \_\_\_\_\_ DATE \_\_\_\_\_

*The vehicle's electrical system is not functioning properly and may prevent proper provision of the service. I have informed the client of this situation.*

\_\_\_\_\_ Client initials Details of problem: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**1. AGREEMENT:** SmartStart (SS) hereby provides to Client the equipment described above (hereinafter, with all replacement parts and repairs, referred to as the "equipment"), on terms and conditions set forth above and below; for the term identified above, commencing on the date (commencement date) that the equipment is accepted by the Client, and continuing thereafter until terminated as provided for herein. All Service payments shall be made to SS at its address or at such other place as SS may designate in writing. Client hereby authorizes SS to insert in this Agreement the serial numbers and other identification data of the equipment when determined by SS.

**2. TERM:** This Agreement shall commence on the Effective Date and shall continue in full force and effect until terminated (1) by Client returning the device to Smart Start, (2) by SS effective immediately upon discovery that the equipment has been tampered with or misused by Client, or (3) by SS for any other reason effective Fifteen (15) days after SS's written notice to Client issued to Client's last known address as reflected in the records of SS.

**3. SMART START'S OBLIGATIONS:** During the term of this Agreement, SS agrees to (1) install the equipment in Client's vehicle; (2) retrieve from the equipment, upon delivery of Client's vehicle to SS, all data pertaining to Client's use of the equipment; (3) recalibrate the equipment, upon completion of each information retrieval, for further use of Client; (4) forward all information retrieved from the equipment to any court or agency to whom SS must provide it; (5) repair or replace the equipment, during SS's normal business hours, if it is not functioning properly; (6) send to any court or supervisory agency a non-compliance report if SS determines that the equipment has been tampered with or removed from Client's vehicle; and (7) remove the equipment from Client's vehicle upon termination of Agreement. EXCEPT AS SHOWN IN ITEMS (1) THROUGH (7) ABOVE, SS DISCLAIMS ALL WARRANTIES, BOTH EXPRESSED AND IMPLIED AND ALL OTHER OBLIGATIONS UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SS SHALL NOT BE LIABLE TO CLIENT OR TO ANY THIRD PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING FROM CLIENT'S USE, MISUSE, OR NON-USE OF THE EQUIPMENT OR ANY FEATURE OF THE EQUIPMENT EVEN IF SS HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

**4. CLIENT'S OBLIGATIONS:** During the term of this Agreement, Client agrees to (1) pay an installation fee, a removal fee and lock out fee as stated under Agreement payments; (2) prepay at installation of the equipment and, at each recalibration period every 30/60 days thereafter, the equipment's rental amount; (3) pay to SS a fee in the amount of the current rate for both SS's service calls to Client and SS's in-house repair services which are attributable by SS to Client's altering, modifying or tampering with the equipment; (4) pay to SS all taxes applicable to payments required under this Agreement; (5) reimburse SS for any loss or damage to the equipment which occurs while the equipment is in Client's possession; and (6) deliver Client's vehicle to SS during SS's normal business hours for information retrieval, recalibration and upon termination of this Agreement removal; (7) make all payments to SS by pre-approved MasterCard/Visa, money order, cashier's check or cash and (8) pay collection fee of 35% of outstanding delinquent balances should we have to turn your account over to an agency. CLIENT ACKNOWLEDGES THAT CLIENT'S SOLE REMEDY UNDER THIS AGREEMENT IS TO CAUSE SS TO REPAIR OR REPLACE ANY EQUIPMENT THAT IS NOT FUNCTIONING PROPERLY.

**5. TITLE:** SS shall at all times retain title to the equipment. Client shall not change or remove an insignia or lettering which is on the Equipment at time of delivery thereof or which is thereafter placed thereon indicating SS's ownership thereof.

**6. CARE AND USE OF EQUIPMENT:** So long as the equipment is not misused by Client, SS shall maintain the equipment in good operating condition, repair and appearance and protect the same from deterioration except for normal wear and tear. If Client is determined by SS to have intentionally or negligently misused or damaged the device, Client shall be responsible for all costs incurred by SS in effecting the repair or replacement of the equipment.

**7. INDEMNITY:** Client Shall and does hereby agree to indemnify and save SS, it's agents, servants, successors, and assigns harmless against and from any liability, damages or loss, including reasonable counsel fees, arising out of the selection, possession, renting, operation (regardless of where, how and by whom operated) control, use, condition (including but not limited to latent and other defects, whether or not discoverable by Client), maintenance, delivery and return of the equipment. The indemnities and obligations herein provided shall continue in full force and effect notwithstanding termination of this Agreement.

**8. RISK OF LOSS:** Client hereby assumes the entire risk of loss damage or destruction of the equipment from any and every cause whatsoever during the term of this Agreement and thereafter until redelivery to SS. In the event of loss, damage, or destruction of the equipment. Client at its expense (except to the extent of any proceeds of any insurance provided by Client which shall have been received by SS as a result of such loss, damage or destruction) shall repair such item, returning it to its previous condition, unless damaged beyond repair whereby the equipment will be replaced by new equipment.

**9. ASSIGNMENT; NOTICE OF INTENDED ASSIGNMENT:** SS may, without Client's consent, assign or transfer this Agreement or any equipment, rent or other sums due or to become due hereunder, and in such event SS's assignee or transferee shall have the rights, powers, and privileges of SS hereunder. Client hereby acknowledges notice of SS's intended assignment of SS's interest in this Agreement, and upon such assignment Client agrees not to assert, as against SS's assignee, any defense, setoff, claim or counterclaim, that it may have against SS whether arising under this Agreement transaction or otherwise.

**10. RETURN OF THE EQUIPMENT:** Upon the termination or expiration of this Agreement, or any extension thereof, the Client shall forthwith deliver the equipment to SS at an address designated by SS complete and in good order and condition, reasonable wear and tear alone accepted. The Client shall also pay to the SS such sum as may be necessary to cover replacement of all damaged, broken or missing parts of the equipment. If upon such expiration or termination the Client does not immediately return the equipment to SS, the equipment shall continue to be held and leased hereunder and this Agreement shall thereupon be extended indefinitely as to the term at the same monthly Agreement payment, subject to the right of either the Client or SS to terminate the Agreement upon thirty (30) days written notice, whereupon the Client shall forthwith deliver the equipment to SS as set forth in this paragraph.

**11. EFFECTIVE DATE:** This Agreement shall become valid when executed and accepted by SS, notice of SS's acceptance of this Agreement being hereby waived by Client.

**12. GOVERNING LAW:** As used in this paragraph "Applicable Jurisdiction" means the state, as the same may change from time to time, where the holder of SS's interest in this Agreement maintains its principal office responsible for administering this Agreement. This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the applicable Jurisdiction applicable to Agreements made and to be fully performed in the Applicable Jurisdiction.

### Additional Conditions

Complete payment is due at time of service in the form of MasterCard, Visa, Discover, Money Order, or Cash.

Client understands that he/she can only operate a vehicle equipped with an Ignition Interlock Device.

Be sure to obtain and KEEP a receipt for ALL service and payment transactions.

You must return on or before your **LOCKOUT** date for calibration. Failure to return is a violation and may result in a fee to reset the device. Smart Start will notify the appropriate monitoring authority when you are out of compliance.

Smart Start is not responsible for tow fees, unless direct fault is found to be with the device and Smart Start **approved** the tow.

**Any unused portion of your monthly lease is NOT pro-rated at the time of removal.** (Removal fees apply on all removals.)

Smart Start reserves the right to collect a refundable security deposit. Deposits **cannot** be applied to services rendered.

**You are responsible for timely lease payments until you return for removal, even if you are not using the device or your car is not operable.** Keep in mind that pricing may vary between Smart Start locations.

**Failure to return the device to Smart Start is considered Felony THEFT and will result in charges being filed.**

Smart Start is not responsible for vehicles left overnight on our premises. Vehicles left over 48 hours may be towed at owner's expense.

Client understands that he/she must rinse his/her mouth with water prior to each and every test and he/she is responsible for all tests.

When using the device, always practice safe driving habits and keep your eyes on the road. Client understands that he/she has several minutes to complete a running retest. (Find a safe place to park before taking a retest).

Smart Start does not give copies of datalog reports to clients.

**WARNING:** The manufacturer of this device disclaims all warranties expressed or implied as to the safety of any person operating this vehicle after drinking any amount of alcohol, or any passenger in this vehicle. Any individual tampering, circumventing or misusing this device shall be subject to prosecution and/or civil liability.

There will be a mobile service charge of \$150.00 minimum Includes first 2 hours, then \$50 per hour thereafter for non-unit related problems if applicable.

**Removal Procedures:** Removal Procedures are governed by the state, county, court and monitoring authority. **Smart Start does not have the authority to authorize a removal for any reason, without proper authority from the authorized jurisdiction.** Regardless of the situation, REMOVALS will be reported to the appropriate monitoring authority.