Schreiber ENP Enrollment Form

Step 1 – Terms & Waiver Acknowledgement

1. ACCEPTANCE AND TERMS

Schreiber Expanded Neighborhood Patrol ("SENP") is a Texas non-profit organization which provides property owners in the Schreiber neighborhood community membership access to an Expanded Neighborhood Patrol ("ENP") program authorized by the Dallas Police Department subject to the following Terms and Conditions ("T&C"), which may be updated from time to time without notice. You can review the most current version of the T&C any time at: <u>https://schreiberenp.org/terms-conditions/</u> or download it at <u>https://schreiberenp.org/terms-conditions_v1.2.pdf</u>.

Non-members visiting this website are subject to the same Terms and Conditions and Privacy Policy. As a non-member, if you do not consent to these Terms and Conditions, you are asked not to visit, consume content, read, download, or copy content from this website.

PLEASE READ THE FOLLOWING CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS. In addition, these Terms and Conditions, along with Schreiber ENP's Privacy Policy, govern your membership in the SENP and both member and non-member use of this website.

2. DESCRIPTION OF MEMBERSHIP

Schreiber Expanded Neighborhood Patrol provides members with access to crime prevention information and resources. All resources and information are intended for members in good financial standing. Non-members visiting <u>https://schreiberenp.org</u> are subject to these same terms and conditions.

3. MEMBERSHIP OBLIGATIONS

In consideration of your membership, you represent that you are of legal age to form a binding contract, that you own property, or are authorized under a lease of residential property, within the borders of the Schreiber neighborhood defined to be between LBJ to the north, Forest Lane to the south, Inwood to the east and Midway to the west, and that you are a head of household representing any co-property owner, family member, permanent guest, renter, or other resident living on your property.

4. MEMBER CONDUCT

As a member of the SENP you understand that all interaction you have with SENP including reports, claims, and information provided to on-duty and off-duty officers is your sole responsibility. Furthermore, you agree not to intentionally make, or intentionally cause any other Person to make, any public statement, written or spoken, that is intended to criticize or disparage the SENP, any of its members, or any of their respective volunteers, officers, agents, directors, or successors as it pertains to their participation, volunteerism, or general involvement with the SENP.

5. PERFORMANCE AND LIMITATIONS

SENP does not guarantee any specific level of service to its members. SENP will provide service to all its members on a "best efforts" basis. SENP does not employ police officers patrolling the Schreiber neighborhood community. The team of patrolling police officers are employees of the City of Dallas working in their capacity as Dallas Police Officers while patrolling our Neighborhood regardless of whether they are "on-duty" or "off-duty" in the eyes of the Dallas Police Department. There is no principal-agent relationship between the patrolling officers from the Dallas Police Department and SENP and SENP is not liable for their actions in any capacity. SENP does not exercise any control over the way a patrolling officer conducts himself in the line of duty. The patrolling officer's actions and conduct are governed by the Dallas City Code. Therefore, you release, waive, and discharge any claims against SENP, as a result of the actions of the patrolling officers utilized by the SENP, regardless of any damages, loss, complaint, or claim that may arise as a result of having off duty police officers patrol Schreiber community neighborhood.

6. SERVICE TERMINATION

You have the right to terminate your membership at any time. SENP has the right to interrupt or discontinue the service at any time. In the event the service is interrupted or discontinued for any reason, including but not limited to insufficient membership, resident members and their households agree to discharge SENP and any claims you might have against SENP, including but not limited to breach of contract for cessation of service. Whether you terminate your membership or the SENP interrupts or discontinues service, you waive rights to any refunds.

7. PRIVACY POLICY

Membership information and certain other information about you is subject to our Privacy Policy. For more information, see our full privacy policy at <u>https://schreiberenp.org/privacy-policy/</u>. You understand that through your Membership you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information within the United States for storage, processing and use by SENP. If you are a citizen of another state in the United States, another country including countries in the European Union, having its own privacy laws, you consent that the information being provided is as a property owner in the Schreiber community and you waive the right to any other jurisdiction outside of the State of Texas as it pertains to privacy and personal data.

8. ACCESS AND ACCOMMODATION

SENP makes good faith efforts to be in compliance with all presently applicable provisions of the Americans with Disabilities Act ("ADA"), as amended, except for any such noncompliance that could not reasonably be expected, individually or in aggregate, to have a Material Adverse Effect. In the event that information provided by the SENP is not accessible, you agree to contact the SENP in writing at <u>schreiberenp@gmail.com</u> and allow the SENP 30 days to respond. Notwithstanding, you are responsible for your devices, computers, and online services and agree that accessibility claims related to said devices and services shall be taken up directly with your vendors. You also agree that your access to the Dallas Police Department, whether directly or indirectly through the SENP, is with the Dallas Police Department and that all accessibility needs are to be handled directly through the City of Dallas and the Dallas Police Department.

9. WAIVER AND RELEASE OF CLAIMS

Notwithstanding the benefits of the SENP, it cannot and will not guarantee that participating members and/or residents of the Schreiber neighborhood community will not be a victim of a criminal incident or somehow be affected by criminal activity after the launch of this program. No crime prevention or determent activity can prevent 100% of crime-related incidents or property damage from occurring in our neighborhood. There is no guarantee that you will not be a victim of a criminal incident or somehow be affected by criminal activity after the launch of this program. Therefore, you agree to waive and release any claims against SENP including claims that are derived:

- 1. As a result of the actions of the patrolling officers utilized by the SENP, regardless of any damages, loss, complaint, or claim that may arise as a result of having off-duty police officers patrol Schreiber neighborhood community.
- 2. As a result of any third-party criminal activity at your home, or for which you or any member of your household, has property damaged, or stolen, or suffers a personal

injury including any bodily injury or death, in the Schreiber neighborhood community.

3. As a Member of SENP, you will receive a membership yard sign and any other signage that might be issued to other members in good standing, ("SENP Signage"), which will help promote awareness and police presence. You agree that SENP Signage will remain the property of SENP and will only be used by you as long as you are a member in good standing, and that you will return the SENP Signage to SENP at the end of your enrollment in SENP. You agree not to use—and not permit any other person to use the SENP Signage for any purpose that is contrary to the mission and purpose of SENP or that is in violation of the Terms and Conditions. You agree not to transfer to any person or otherwise dispose of the SENP Signage without written consent from a duly authorized representative of SENP. Further, you agree to maintain the SENP Signage in good condition, allowing for reasonable wear and tear. YOU AGREE TO HOLD HARMLESS, INDEMNIFY AND DEFEND SENP FROM ANY AND ALL LIABILITY FOR INJURY OR DAMAGE, INCLUDING, BUT NOT LIMITED TO, BODILY INJURY OR PROPERTY DAMAGE WHICH MAY RESULT FROM ANY USE OR MISUSE OF THE SENP SIGNAGE WHILE IT IS IN YOUR CARE, REGARDLESS OF WHETHER SUCH INJURY OR DAMAGES RESULTS FROM THE NEGLIGENCE OF SENP.

RELEASE: YOU HEREBY RELEASE, WAIVE, COVENANT NOT TO SUE, AND FURTHER AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS, SCHREIBER EXPANDED NEIGHBORHOOD PATROL, A TEXAS NON-PROFIT ASSOCIATION AND ITS OFFICERS, DIRECTORS, VOLUNTEERS, AGENTS, SUCCESSORS AND ANYONE ACTING ON THEIR BEHALF ("SENP") FROM ANY LIABILITY AS A RESULT OF ANY INCIDENTS (INCLUDING BUT NOT LIMITED TO "CRIMINAL" INCIDENTS) THAT OCCUR ON OR AFTER THE DATE OF THIS WAIVER, FOR ANY DAMAGE, INJURY, OR DEATH, INCLUDING ANY LOSS OR DAMAGE RESULTING FROM NEGLIGENCE, OR GROSS NEGLIGENCE, BY OR ON BEHALF OF "SENP."

YOU UNDERSTAND THIS CONSTITUTES A WAIVER WHICH LIMITS YOUR RIGHTS. YOU ACKNOWLEDGE THAT IT IS YOUR INTENTION TO RELEASE SENP FROM ANY AND ALL LIABILITY, NOW OR IN THE FUTURE. It is your intent that this Release shall be interpreted as broadly for the protection of SENP as permitted by the law of Texas, which is the exclusive law governing this Release. You irrevocably waive your right to trial by jury and consent to trial by judge. Without limiting your intent that this Release fully discharges SENP, in the event that any judge shall determine that any part of this Release is not effective to accomplish this purpose, you limit your right of recovery to actual damages only, waiving any right to indirect or consequential damages, the recovery of loss of income, attorneys' fees, and punitive or exemplary damages.

You have read the entirety of this release carefully. You have either signed or digitally acknowledged this release freely and voluntarily, without inducement, assurance, or guarantee, and intend your signature or digital acknowledgement to serve as confirmation of your complete and unconditional acceptance and Agreement to be bound by all terms and conditions of this release.

You acknowledge that you meet the membership obligations defined in Section 3 and that you are waiving negligence claims, gross negligence claims, personal injury claims, and mental anguish claims.

10. GOVERNING LAW

You agree that these Terms and Conditions, and all claims or causes of action may be based upon, arise out of or relate to your membership in SENP, are governed by, construed under, and enforced in accordance with, the internal laws of the State of Texas.

Terms and Conditions version 1.3 – Oct 18, 2020

Step 2 – Resident Info, Payment and Signed Terms & Waiver

You have read the entirety of this release carefully. You have either signed or digitally acknowledgement this release freely and voluntarily, without inducement, assurance, or guarantee, and intend your signature or digital acknowledgement to serve as confirmation of your complete and unconditional acceptance and Agreement to be bound by all terms and conditions of this release.

You acknowledge that you meet the membership obligations defined in Section 3 and that you are waiving negligence claims, gross negligence claims, personal injury claims, and mental anguish claims.

Full Address:	Dallas, TX 75244
Owner Signature:	Dated:
Print Name:	
Co-Owner Signature:	Dated:
Co-Owner Print Name:	
For description of Areas see Schreiber ENF form.	P Definitions towards the end of this enrollment
Check one: Area 1 Area 2 Area	ea 3 🗆 Area 4
Home Phone:	
Cell Phone 1:	
Cell Phone 2:	
Email 1:	
Email 2:	
Other contact in case of emergency:	
Phone:	

Annual Membership Fee: \$300 by check, or \$300 by our Online Payment System with preferred options at <u>www.schreiberenp.org</u>.

□ I'd like to add \$_____as a general donation to help support the program.

□ I'd like to sponsor a neighbor \$_____ (Attach separate enrollment form for neighbor)

You may proceed with enrolling, signing waivers, and providing payment in a convenient online process located at: <u>https://schreiberenp.org/sign-up;</u> or,

You can sign-up offline by sending this signed form with check to:

Schreiber Expanded Neighborhood Patrol Membership Coordinator 11816 Inwood Rd., #135 Dallas, TX 75244-8011

Ck. #: _____Date: _____Amount of Check: _____

Volunteer opportunities:

 \Box I can host a block party meeting in my home to tell friends & neighbors about the program.

□ I will walk my block and distribute ENP materials to promote the program.

□ I am interested in helping with fundraising to support the program.

Other help I can provide______

Schreiber ENP Definitions

Schreiber ENP is divided into four areas:

AREA 1: Welch east to Inwood, Harvest Hill south to Willow (both sides of HH and Willow) Approximately 400 homes

STREETS: Willow Lane: 4608-5026; Ridgeside Dr.: 4606-4949; Ellensburg Dr.: 4605-4935; Heatherbrook Dr.: 4605-4927; Gulfstream Dr.: 4605-4949; Sugar Mill Rd.: 4605-5024; Twin Post Rd.: 4608-4923; Mill Creek Rd., Pl., Cir.: 4606-5035; Harriet Circle: 12620-12668; Planters Glen: 12506-12626; Harvest Hill Rd.: 4707-5115.

AREA 2: Midway east to Inwood, LBJ south to Harvest Hill west of Welch. Approximately 418 homes

<u>STREETS</u>: Crestline: 12700-12959; Dartstone: 4325; Forest Bend Rd.: 4300-5051; Harvest Hill Rd. (west of Welch); 4204-4556; Mill Run Rd.: 4300-5135; Thunder Rd.: 4300-5045

AREA 3: Midway east to Welch, Laren Lane south to Forest Approximately 488 homes

STREETS: Allencrest Ln.: 4207-4535; Crestline: 12111-12959; Mendenhall: 4209-4555; Welch Rd.: 11811-12660; Ridgeside Dr.: 4406-4548; Shady Bend: 4309-4399; Twin Post Rd.: 4232-4535; Boca Bay: 4309-4398; Echo Glen Dr.: 4309-4433; Fawnhollow Dr.: 4309-4366; Laren Ln.: 4209-4556; Mill Creek Rd.: 4307-4556; Myerwood Ln.: 4208-4533; Nashwood Ln.: 4206-4532; Rickover: 4208-4525; Ruthdale: 12407-12531; Sugar Mill Rd.: 4405-4463; Willow Ln.: 4309-4547.

AREA 4: Forest Crest: Inwood west to Welch, Forest Lane north to Willow Approximately 158 homes

<u>STREETS</u>: Allencrest Ln.: 4607-4940; Drujon Ln.: 12017-12132; Fieldwood Ln.: 12008-12132; Forest Lane: 4609-4949; Meyerwood Ln.: 4607-4831; Nanwood Ln.: 11805; Nashwood Ln.: 4607-4979; Shirestone: 12003-12123.

Schreiber ENP Area Map



Hockaday ENP, Russwood Acres ENP, Royal Northaven ENP, Les Jardines ENP, south