

BOMA TORONTO



BOMA EMERGENCY NOTIFICATION SYSTEM

BOMA Toronto is pleased to announce the introduction of its new Emergency Notification System - BENS. Using the state-of-the-art **“Smart Alert” system from Send Word Now (SWN)**, BENS will be utilized to send urgent emergency information and alerts to our members. This service is being provided **at no charge to BOMA Toronto members**. In order to participate, all you need to do is provide contact information and accept the legal Terms of Use and Disclaimer. See “How to Enrol” below.

The intention of the initiative is to provide timely information of an incident that may have a significant negative impact on the BOMA Toronto membership.

In Phase I we will be working directly with the City of Toronto Office of Emergency Management (OEM) to initiate the BOMA Emergency Notification System. The information that is shared by BOMA Toronto with its membership will either come from our “authorized” contacts within the public sector – currently representatives at the OEM or may be created by our own BOMA Toronto Leadership Team.

Based on the initial Phase 1 program review, further phases could involve arrangements with other municipal emergency management offices (Mississauga, Brampton, Vaughan) as well as Emergency Management Ontario and the Independent Electric System Operation (IESO).

Process

1. The Toronto Office of Emergency Management (OEM) will share information, through an authenticated process, ONLY what they deem relevant.
2. BOMA Toronto Leadership Team will validate Information.
3. BOMA Toronto Leadership Team will re-distribute information, when warranted, to the BOMA membership.

FAQs

What is the “authenticated process”?

The Send Word Now tool requires a user name and password. The OEM will be issued a user name and password. Future phases will allow for expansion to other municipalities and agencies.

Why does the information need to be validated?

To ensure that the specifics of the incident warrant notification.

Why do we have BENS when the media is covering the story?

The media is primarily focused on communicating the “story” and not on reducing our shared risk. To this end, creating and maintaining an accurate source of information, when the need arises, is in our own very best interest.

How and when will BENS be used?

Should the BOMA Toronto Leadership Team agree that the specifics of the incident warrant notification; the information will be disseminated using the SWN technology. The first BENS broadcast message to the membership shall go out via voice/telephony and email and it will be noted in this first message that all future updates will be provided by email. Ongoing communications to the membership will be based on changes in the condition of the incident and/or the receipt of new or relevant information from other BOMA members or the OEM whereby the same process will be used. The information will relate to the city in its entirety and at the moment we are unable to disseminate information to specific buildings or areas.

How To Enrol:

Complete the attached enrolment form and fax or email it to Jill Savin at the BOMA Toronto office:
jsavin@bomatoronto.org, fax 416-596-1085

Don't forget – our ability to reach your emergency contacts outside of normal business hours or when they are away from their computers or offices will only work if we have those additional contact points.

BENS Launch: October 30, 2008 Emergency Management Forum VII

BOMA Toronto will unveil BENS at the Forum on October 30th. The City of Toronto Office of Emergency Management will conduct a “hands on” role playing workshop, utilizing BENS, and introducing participants to the consequences of large scale emergencies that would affect not just the buildings we own/manage but also our city and our industry as a whole.



**BOMA
EMERGENCY
NOTIFICATION
SYSTEM**

Enrolment Form

Company: _____
 Member: _____
 Phone: _____

On behalf of _____ (company) I authorize participation in the BOMA Emergency Notification System (B.E.N.S.) as follows:

All BOMA Members with our company.
NOTE: Each member must update their respective personal profiles (contact information) in the "Members Only" area of the BOMA Toronto website.

Individuals as identified. *(Provide contact information as requested below)*

Contacts

Name
Business Phone
Home Phone
Cell Phone
Cell Network
PIN #
email

Name
Business Phone
Home Phone
Cell Phone
Cell Network
PIN #
email

Name
Business Phone
Home Phone
Cell Phone
Cell Network
PIN #
email

Name
Business Phone
Home Phone
Cell Phone
Cell Network
PIN #
email

Legal Terms of Use and Disclaimer

This Communications Program is intended for the sole and exclusive use of members of the Building Owners and Managers Association of Greater Toronto ("BOMA") who have properly registered in writing to receive any communications sent or delivered by BOMA as set out herein (the "User").

Please read the terms set out below carefully before registering to participate in the Communications Program and before reading the content of any email, voicemail or any other form of communication whatsoever including any information or other notice that is included in any communication received pursuant to the Communications Program. If you do not accept these terms, you are not eligible to register for the Communications Program. Any registration by the User to participate in the Communications Program shall be confirmation of the Users acceptance of the within Legal Terms of Use and Disclaimer.

The User acknowledges and agrees as follows:

- I. BOMA has made arrangements for the benefit of its members who properly register for the Communications Program with the City of Toronto Strategic Communications and Office of Emergency Management – City of Toronto ("CITY") to receive and forward what may be emergency communications containing information that the CITY may be intending to distribute or is distributing to the public from time to time at their sole and unfettered discretion ("Communications Program");
- II. Any and all communications sent to the User by BOMA in any way relating to the Communications Program are sent and delivered to the User gratuitously and without any legal or other obligation or duty to do so. BOMA may at any time in its sole and unfettered discretion choose not to deliver any and all communications, information and/or notices received from the CITY to any or all parties registered to receive them or cancel or terminate this Communications Program without notice;
- III. The User acknowledges, understands and agrees that BOMA is merely acting as a conduit forwarding information contained in any communications believed to be received from the CITY. In the event that the User receives any communications, the User acknowledges that the communications may have been generated automatically by voice recognition software and the possibility exists that the transcription of the message by this software may contain errors. BOMA assumes no responsibility for the content of the information or notice contained in the said e-mail, voicemails or other communications received from the CITY and communicated to the User, or the accuracy of their content or timeliness of their delivery;
- IV. BOMA assumes no obligation concerning the timely delivery of any communication, information or notice received from the CITY to the User;
- V. The User acknowledges and agrees that BOMA is not evaluating the content of any information or notice received from the CITY or authenticating the source of the information or notice. The information or notice received from the CITY is delivered to the User on an "as is" basis and it is acknowledged and agreed that the information or notice contained therein may be inaccurate or contain typographical, transcription or other errors;
- VI. The User understands and agrees that the internet, e-mails and voicemails are not secure and that any communications, e-mails or voicemail received by the User pursuant to the Communications Program may have been compromised or may not be accurate or secure. BOMA cannot guarantee that any communication, e-mail or voicemails has not been tampered with, modified or altered before or after they were received from the CITY or sent by BOMA to the User, as the case may be. BOMA cannot guarantee, warrant or represent that any communication was in fact sent by the CITY or properly authorized by the CITY;
- VII. The User shall not rely on the information or notice contained herein to take any steps, do any act or omit from doing any act. The User acknowledges and agrees that it must for itself independently determine whether the information or notice sent from the CITY which has been forwarded by BOMA to the User, is accurate in whole or in part, and must determine independently for itself what steps it may or may not take as a result thereof;
- VIII. The User acknowledges and agrees that it shall not share, distribute, disseminate or otherwise publish or communicate the contents of any communication, information or notice received from the CITY to others who have not properly registered to receive any communications in accordance with the Communications Program. In the event the User, in contravention of this provision, does directly or indirectly share, distribute, disseminate or otherwise publish or communicate the contents of any communication received from BOMA pursuant to this Communications Program to others, then they do so at their own risk.
- IX. The User acknowledges and agrees that BOMA is not representing or warranting in any way that any communication received from the CITY by BOMA will with any certainty be communicated to the User in any emergency or other situation, whether the failure to do so be as a result of any software, system, equipment failure or other break down or malfunction or failure of any kind for any reason whatsoever including human error or possible negligence or gross negligence.

For the purposes of this legal terms of use and disclaimer, the Item "BOMA" shall also include, jointly and severally, all of BOMA's officers, directors, employees, advisors, consultants, committee members, agents, volunteers, legal representatives and members (collectively referred to herein as "BOMA"). BOMA makes no implied or express representation or warranty that the information received from CITY or delivered to the User is without risk. Furthermore, BOMA does not accept any responsibility or liability for any acts or omissions done or omitted to be done in reliance, in whole or in part in any way directly or indirectly related to the any emails, voicemails or any form of communication forwarded by BOMA to the User pursuant to this Communications Program, believed to be received from the CITY. BOMA disclaims all responsibility or liability to any person, whether in contract, equity, tort, by statute or law of any kind, for any direct or indirect losses, economic losses, illness or injury, or damages be they special, incidental, consequential or punitive or any other kind of damage, in any way related to the transmission, receipt, non-receipt, and/or use of the information or notice contained in any e-mail, voicemail or any other communication forwarded to it by BOMA. The User acknowledges and agrees that the above-noted disclaimer constitutes a complete bar, estoppel and complete defence to any possible legal proceedings as against BOMA relating to the Communications Program or any steps taken or omitted to be taken in respect thereof.

The information and/or notice included in any communication received by the User from BOMA in any manner, is not intended to cover every situation. Details which may be relevant to any User's particular circumstances may have been omitted. Users are advised to seek professional advice before taking any steps or omitting to take any steps as a result of the information or notice contained in any communication received by the User from BOMA.

Any email, voicemail or any communication received by the User from BOMA pursuant to this Communications Program, or any gratuitous service provided by BOMA in relation thereto, is not intended in any way, and is hereby expressly denied, to create any personal, legal, special, fiduciary or other relationship of any kind whatsoever between BOMA and the User or any other person or entity, including without limiting the generality of the foregoing, any person or entity that may read, review, use or become aware of the fact of or the contents of any email, voicemail or other communication received by the User from BOMA. The User also acknowledges that no such relationship is created between it and the parties associated with the creation, development, production or dissemination of any communication pursuant to this Communications Program. The User also acknowledges that this disclaimer is a complete defence to the allegation that there is any duty of care owed by BOMA to the User or anyone else reading, reviewing or otherwise receiving any communications from BOMA, whether such duty might possibly arise out of it by rule of law, common law, equity or statute, whatsoever. BOMA disclaims any obligation to keep the information and/or notice contained in any communication pursuant Communications Program current, ensure its accuracy or authenticate or update it in any way. The User shall not rely in any way on the information in any communications received from BOMA relating to this Communications Program.

On behalf of _____ company)

I have reviewed and accept the above terms and disclaimer with respect to the BOMA Emergency Notification System.

Name (please print) _____

Signature: _____

(I am authorized to bind the company)

Return form to:
Jill Savin at BOMA Toronto

BOMA Toronto
20 Queen Street West
Suite 2012
Toronto, Ontario, M5H 3R3

Phone: 416.596.8065
Fax: 416.596.1085
email: jsavin@bomatoronto.org
www.bomatoronto.org

