

INSTALLATION AND SERVICE AGREEMENT

Form - SAR 2000 V8 04-22-22 **1**

Sinte	? 19/4 FL	License # EF0001034				FOITH - 3AN 2000 V8 04-22-22
SUBSCRIBER PREMISE					INSTALLATION CHARGES	
Accou	nt#				INSTALLATION -	OUTRIGHT SALE
Name:					TAX RATE % -	Becomes the property of the buyer when all charges for installation are paid.
Addres	s:				TAXES -	
City, S7	, ZIP:				TOTAL INSTALL -	LEASE
Contact			Tel#		DOWN PAYMENT - PAYMENT SCHEDUL	
E Mail:					BALANCE DUE -	If there are payment terms please check box - show terms at bottom of schedule of protection.
		SCHEDULE OF PRO	TECTION		SERVICES AND SERVICE CHARGES	
QTY	DESCRIPTION AND LOCATION			BASE MONITORING -		
			PRIMARY SIGNAL TYPE-			
					BACKUP SIGNAL TYPE 2 WAY VOICE -	
					SERVICE PLAN -	
					INSPECTIONS	
					INSPECTION LEVEL -	Nooda Vidaa fayya attaabad
					VIDEO VERIFICATION -	Needs Video form attached
					OPEN CLOSE LOG ONLY -	
					OPEN CLOSE SUPV'D -	Requires a Schedule
					OPEN CLOSE REPORT -	□ D □ W □ M
					ETL/UL CERTIFICATION -	
					TC - TOTAL CONNECT -	Basic Plus Premium
					TC VIDEO -	
					TC AUTOMATION -	Lights Locks Thermo
					TC INFORMATION -	Basic Enhanced
					OTHER -	
					SUB TOTAL -	
					TAX RATE % -	
					TAXES -	Amount per cycle Billed in Advance
					TOTAL MONTHLY -	□ M □ Q □ SA □ A
					SIGNATURES AND APPROVALS	
					SIGNATORES AND AFFROVALS	
					-	
					Written by AP Salesman	Date
					1	
					Customer Authorized Signature	 Date
					1	
]	
					Approved by Alarm Partners	Date

- 1. The initial term of the agreement is years from the date the system is installed and becomes operational and thereafter for consecutive terms of years until such time as either party upon 30 days written notice, advises the other party of its intent to terminate the Agreement at the end of the then current term.
- 2. Subscriber acknowledges that system operates over standard telephone lines and that the telephone service may be interrupted, circumvented or compromised, in which case no signal can be transmitted from Subscriber's premise to the monitoring facility. Subscriber understands that to allow the monitoring facility to be aware of such a condition, or to generate backup signals, that at subscribers cost and expense, additional or alternative communication can be installed, such as line security or radio backup.
- 3. It is understood and agreed to by both parties that Alarm Partners is not an insurer and that insurance, if any, covering personal injury and property loss or damage on Subscriber's premise shall be obtained by the Subscriber; that amounts being charged by Alarm Partners are not sufficient to warrant or guarantee that either no loss or damage will occur or increased losses or damage will not occur; that Alarm Partners is not assuming any responsibility for any losses which may occur even if due to Alarm Partners negligent performance or failure to perform any of the obligations under this Agreement or for any failure of system or service.

ALARM PARTNERS DOES NOT MAKE ANY REPRESENTATION OR WARRANTIES, EXCEPT AS SPECIFICALLY PROVIDED HEREIN INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILTY OR FITNESS THAT THE SYSTEM OR SERVICE WILL PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED.

Since it is impractical and extremely difficult to fix actual damages which may arise due to faulty operation of the system or failure of services provided if, not withstanding the above provisions, there should arise any liability on the part of Alarm Partners, such liability shall be limited to an amount equal to one half of the annual service charge provided herein or \$250.00, whichever is greater. This sum shall be the complete and exclusive remedy and shall be paid and received as liquidated damages not as a penalty. In the event the Subscriber wishes to increase the amount of such liquidated damages, Subscriber may, as a matter of right, obtain from Alarm Partners a higher limit by paying an additional amount under a graduated scale of rates relating to the higher limits of liquidated damages.

Subscriber agrees and shall indemnify and hold harmless Alarm Partners, its employee's, agents or subcontractors, for and against any third party claims and or losses alleged to be caused by a failure of the system or service, whether due to defects in the system, communications or any acts or failure to act on the part of Alarm Partners.

Subscriber for itself and all third parties claiming under it releases and discharges Alarm Partners from and against any event covered by Subscriber insurance, including deductible's and retained limits as well as loss or damage in excess of policy limits. It is expressly understood and agreed that no insurance company shall have any right to subrogation against Alarm Partners.

The Subscriber acknowledges that it has received a copy of this agreement and all of its attachments. The Subscriber acknowledges that it has read and understands this Agreement, including the those sections on the reverse side of this Agreement and this constitutes the entire Agreement and there are no other verbal or written understandings that would change this Agreement. The contract may not be changes, modified or varied except by writing signed by an authorized representative of the Subscriber and Alarm Partners. The Agreement shall not become binding until approved by Alarm Partners management as provided below.

Right of Cancellation (applicable only to consumer transactions) Subscriber may cancel this contract without penalty or obligation within three (3) business days from the signing, and receive a full refund of all payments made to Alarm Partners. Subscriber may cancel this contract if services cease to be offered as stated in this contract. Alarm Partners may keep only a portion of the total price representing the proportion of services Subscriber used or completed, less cost, plus the cost to Alarm Partners of any related goods which Subscriber has consumed or retained.

- **4. Authorization to Install:** The Subscriber hereby authorizes Alarm Partners to install the system during normal business hours (weekdays 8:30 AM 5:00 PM). If the Subscriber desires installation to be done at any other time, the additional costs i.e overtime pay etc. will be paid by the Subscriber at Alarm Partners then standard rates. Any installation charge quoted in this Agreement is based on Alarm Partners performing the installation with its own personnel. If for any reason the installation or any part thereof must be performed by outside contractors, said installation charge is subject to revision.
- 5. Delay in Installation: Alarm Partners assumes no liability for delay in installation of the system or interruption of service due to strikes, riots, floods, fires, acts of God or cause beyond reasonable control of Alarm Partners including interruption of telephone service. Alarm Partners will not be required to provide service to the Subscriber while interruption of service due to any such cause shall continue.
- 6. Limited Warranty: (a) Company hereby warrants to Subscriber alone only that all of the material installed is agreed to be specified and is in accordance with the manufacture's specifications. In the event any part shall become defective within ninety (90) days from the date of the original invoice for the installation, Alarm Partners shall replace or repair any defective part without charge to the Subscriber. This warranty is not assignable. (b) If the Subscriber shall discover a defect in the products supplied under this Agreement, Subscriber should immediately contact Alarm Partners in writing and fully describe the nature of the defect so that repair service may be rendered. (c) Except as set forth in paragraph A Alarm Partners makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose; all other warranties are specifically excluded. (d) this warranty does not cover any damage to material or equipment caused by accident, vandalism, flood, water, lightning, intrusion, abuse, misuse, an act of God, any casualty, including electricity, attempted unauthorized repair service, modification or improper installation by anyone other than the Company and any other cause beyond the control of the Company. COMPANY SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTIAL OR CONSEQUENTIAL DAMAGES. Subscriber acknowledges that any affirmation of fact or promise made by Alarm Partners shall not be deemed to create an express warranty; that Alarm Partners does not make any representation or warranty, including any implied warranty or merchantability or fitness that the system may not be compromised, circumvented, or the system will in all cases provide the signaling and or detection for which it was intended. The Subscriber is nor relying on Alarm Partners skill or judgement in selecting or furnishing a system suitable for any purpose. THERE ARE NO EXPRESS WARRANTIES WHI
- 7. Lease (DOES NOT APPLY TO CONSUMER TRANSACTIONS): Alarm Partners agrees to lease the system to the customer for an initial term stated in paragraph 1 from the date of the Agreement and the customer agrees to pay Alarm Partners the lease fees. After the initial term, the lease will automatically renew for term specified in paragraph 1. The system will always remain the property of Alarm Partners. As soon as Alarm Partners reasonably can, it agrees to repair the system due to ordinary wear and tear. If there is any problem with the system that is not due to normal wear and tear, the Subscriber agrees to pay Alarm Partners to repair at Alarm Partners than current rates. At the end of the lease, the Subscriber will return the system to Alarm Partners in good condition, except for ordinary wear and tear. If Subscriber fails to do so, Alarm Partners can then peacefully enter the premise and remove the system, but Alarm Partners has no obligation to do so.
- 8. Increase in Taxes, Utility Charges or Monthly Service: (a) All charges set forth herein are based on existing taxes and utility charges and Subscriber shall pay any additional or increased taxes or utility charges imposed by a utility or government agency relating to the system or service of the system. (b) Alarm Partners shall have the right to increase the amount of the periodic service charge provided in paragraph B at any time, or times, after the expiration of one year (1) from the date of the completion of the installation upon giving the Subscriber written notice. If the increase, individually, or when aggregated with any other increase in the prior twelve (12) month period, exceeds 12% then if Subscriber is unwilling to pay such increase, the Subscriber must so notify Alarm Partners in writing within 30 days that they intend to cancel in 30 days. Such termination will take place unless Alarm Partners agrees to reduce the increase to less than 6% prior to such date. (c) Subscriber shall pay all changes including any increase in service charge which may result from an alteration, remodeling, repair or other change to Subscribers premise. Changes or additions to the system made necessary or desirable by reason of changes to the Subscriber's premise in order to retain the original protection shall be done at Subscriber's expense.
- 9. Equipment Tampering: The Subscriber agrees not to tamper with, alter, adjust, add to, disturb, injure, remove or otherwise interfere with installed equipment nor to permit the same to be done, and the Subscriber shall be responsible for the equipment during the term of this Agreement. It is further agreed that the equipment shall remain in the same location as installed and any removal or disturbance thereof (resulting from painting, altering or remodeling the fixtures or any changes whatsoever) necessitating any work by way of repair, relocation or otherwise, shall be paid for by the Subscriber in accordance with standard charges of Alarm Partners in addition to all other charges mentioned herein.
- 10. Monitoring Service: If supervised central station monitoring service is provided, Subscriber agrees to provide Alarm Partners with the names, titles, residence address and phone numbers of all persons authorized to enter the premise of the Subscriber during regularly scheduled closed periods. Subscriber agrees to furnish Alarm Partners with authorized daily and holiday opening and closing schedules.
- 11. Subscriber Obligations: As to commercial alarm systems Subscriber shall carefully and properly set the alarm system each night or at such other time as Subscriber shall close its premise. Subscriber shall carefully and properly test the alarm system prior to each closed period and shall immediately report any claimed inadequacy or failure of the system. As to residential systems, it is the sole responsibility of the Subscriber to test the system periodically (at least monthly). Any claimed inadequacy or failure of the system, or any of the components, shall be immediately reported to Alarm Partners.
- 12. Alarm Dispatches: Alarm Partners, upon receipt of an alarm signal from the Subscribers premise, shall make every reasonable effort to transmit the alarm properly to the appropriate police or fire department, or other emergency response agency designated by the Subscriber, unless there is reasonable cause to believe that an emergency condition does not exist, in either event Alarm Partners shall make a reasonable effort to notify the Subscriber or his designated representatives by telephone, unless instructed to do otherwise by the Subscriber.
- 13. Telephone Line Troubles: In the case of potential telephone line trouble, Alarm Partners shall contact the telephone company and determine the location of the trouble. When the trouble has been traced to a specific Subscriber, Alarm Partners will make a reasonable effort to notify the Subscriber or its designated representative. In the event any services or repair to the Subscriber's equipment becomes necessary Alarm Partners shall within a reasonable time dispatch a representative to the Subscriber's for the purpose of making the necessary repair or service.
- 14. Unnecessary Alarms and Service Calls: At Alarm Partners a fee may be charged for any false alarm or unnecessary service run created by the Subscriber. In addition, if Alarm Partners or Subscriber are assessed any fine or penalty by the municipality as a result of a false alarm, Subscriber shall be responsible for the full amount of the Charges. See fines on page 3.
- 15. Inspection, Test and Repair: Subscriber hereby authorizes Alarm Partners to make inspections, tests and repairs as required to test, repair and maintain the system outlined in the schedule of protection. Alarm Partners shall make repairs as soon as reasonably possible. It is understood and agreed that Alarm Partners obligation to inspect, test and repair relates solely to the system specified in this Agreement and that Alarm Partners is not obligated to test, inspect, repair or ensure the operation of devices not or systems to which Alarm Partners systems are attached. Alarm Partners agrees to provide repair and maintenance service during normal business hours (Monday thru Friday 8:30 AM to 5:00 PM) where service is contracted.

After hours service shall be on a COD basis or by prior arrangement or written agreement. After hour service shall be billed at applicable prevailing rates of overtime service.

- 16. System Damage: If any part of the system is damaged by fire, water, acts of God, or any cause beyond Alarm Partners reasonable control, any repairs or replacement shall be paid for by the Subscriber.
- 17. Access to Premise: Subscriber shall permit Alarm Partners access to the premise during regular business hours and at all other reasonable times, upon prior reasonable notice, for any reason arising out of or in connection with Alarm Partners rights or obligations under this Agreement.
- 18: Abandonment of System: Subscriber agrees that Alarm Partners may abandon the system, in whole or part, at its sole discretion.
- 19. Default or Termination: In the event the Subscriber breaches the Agreement by reason of failure or refusal to pay Alarm Partners all payments as agreed herein, or in the event Subscriber wrongfully terminates this Agreement, Subscriber hereby agrees that Alarm Partners shall have the right to declare the entire remaining unpaid amount of monies owing hereunder immediately due and payable and Subscriber further agrees to pay same to Alarm partners within 10 days from the date of such breach or termination, provided however that in no event shall amount paid to Alarm Partners by Subscriber exceed the maximum permissible under the law. In the event that Subscriber fails to perform any other provision of this Agreement required to be observed, kept to Performed by Subscriber, Alarm Partners shall have the right to exercise any one or more of the following remedies (a) To sue for all and recover all monies owing and other payments that accrued, or thereafter accruing or thereafter declared due and payable. (b) To take possession of the system and any and all other items of equipment without any court order or other process of law and said taking of possession shall not constitute a waiver or release of Alarm Partners right to collect the amounts owing under this Agreement. (c) To Terminate this Agreement. (d) To pursue any other remedy at law or in equity. Not withstanding any said removal or any other action Alarm Partners may take, Subscriber shall be and remain liable for the performance of all obligations on the part of Subscriber to perform under this Agreement. All such remedies are cumulative, and may be exercised concurrently or separately. Subscriber shall be liable for all fees, or expenses Alarm Partners may incur in connection with enforcement of its remedies herein, including without limitation, reasonable attorney fees, collection agency fees or court costs incurred by Alarm Partners. This Agreement may be terminated at the option of Alarm Partners without liability or penalty by delivering to Subs
- **20. Cancellation:** This contract may be cancelled without notice, at the option of Alarm Partners, in the event that Alarm Partners central station, connecting wires, or equipment within the Subscribers premise are destroyed by fire, or other catastrophe, or so substantially damaged that it is impractical to continue service and may be likewise cancelled at the option of the Subscriber, in the event the Subscribers premise are totally or substantially destroyed.
- 21: Assignment: This Agreement may not be assigned by the Subscriber except upon written consent of Alarm Partners which shall be granted at Alarm Partners sole option except that Subscriber can assign without consent to any entity that Subscriber controls, is controlled by with which it is under common control, or with which it has shareholders in common.
- 22. Conflicts: It is agreed by the parties, that if any conflict between this Agreement and Subscribers purchase order, or any other document, this Agreement will govern.
- 23. Assignees / Subcontractors of Alarm Partners: Alarm Partners shall have the right to assign this Agreement to any other person, firm, or corporation without notice to the Subscriber and shall further have the right to subcontract any installation, monitoring, repair or any other service which it may perform. Subscriber acknowledges that this Agreement, and particularly those paragraphs relating to Alarm Partners maximum liability, liquidated damages, and third party indemnification inure to the benefit of, and are applicable to any assignees and or subcontractors of of Alarm partners, and that they bind the Subscriber with respect to said assignees and or subcontractors with the same force and effect as they bind the Subscriber to Alarm Partners.
- 24. No Third Party Rights: The provisions of this Agreement shall not entitle any party not a signatory to this Agreement to any rights as a third party beneficiary, or otherwise, it being the specific intention of the parties hereto to preclude any and all non signatory parties from any such third party beneficiary rights, or any other rights.
- 25. Notices; Limitation on Lawsuits; Jury Trial: Unless otherwise indicated, all notices must be in writing. The Subscriber must bring any claim against Alarm Partners within one (1) year after the claim arose. If the Subscriber does not, the Subscriber has no right to sue Alarm Partners and Alarm Partners has no liability to Subscriber for that claim. It is crucial that the Subscriber bring any claim in a timely manner. The provisions of this Agreement which apply to any claim remain in effect after this Agreement ends. ALARM PARTNERS AND SUBSCRIBER BOTH WAIVE THEIR RIGHT TO A JURY TRIAL.

ALARM PERMITS FINES AND FEES

The customer understands that many of the local municipalities have dispatch ordinances and may require a permit and some installations require a permit. As a resident of the community you must contact your local police department or sheriffs office to determine if your municipality has any such requirements. Your Alarm Partners representative will do their best to advise you but the responsibility to determine requirements rests with you. All permits costs are the responsibility of the subscriber.

As the owner, it is your responsibility to take whatever steps are necessary to secure such permit (if required) and to immediately contact Alarm Partners central station (1-800-245-7821) and provide us with the permit number which must be used on any dispatch.

profice as with the permit families which must be used on any disputer.								
If a permit is required in your municipality, Alarm Partners will be unable to to dispatch any local authorities until the permit is on file with the central station as it is required by the authorities as part of the dispatch. If no permit is on file we will still contact the premises and notify anyone on the emergency contact list, but the police may not be dispatched until the permit is on file with Alarm Partners.								
There are fines and penalties involved for dis	There are fines and penalties involved for dispatching police without a valid permit number. False alarm fines and fees are all the subscriber's responsibility.							
you remain in good standing. The subscrib	Please be advised that some municipalities require that you renew your permit on some time interval. It is your responsibility to renew the permit as required by the municipality to ensure you remain in good standing. The subscriber understands that Alarm Partners has no way of knowing if the permit on file is active or expired. The subscriber understands that if Alarm Partners is fined due to dispatching on an expired permit that the subscriber shall bear the cost of the fine.							
	The subscriber understands and agrees that they nstallation or service of the system including fal		or federal taxes, fees assessments, fines now or hereafter relating to the					
VIDEO VERIFICATION DISCLAIMER								
The customer has been made aware that Alarm Partners offers Video Verification service whereby we can get a video image of the alarm to determine whether the alarm we are receiving is an actual alarm or a false alarm. This verification can greatly reduce false dispatches and thereby reduce potential false alarm fines which are totally the responsibility of the subscriber. Understanding that this service is available the customer has elected to not have it installed and understands the consequences and possible fines that they may incur								
Customer Initials								
COMMUNICATIONS SUPERVISION DISC	LAIMER							
	The customer understands that Alarm Part	ners does not receive a signa	those lines may be compromised and Alarm Partners would not receive a al when the transmission is or becomes non operational and that signals					
The customer further understands that the use of VOIP products such as Vonage, Comcast etc may not work and must be tested by Alarm Partners prior to using. The services may work at the time of installation but fail to work in the future if the carrier makes changes and Alarm Partners would have no way to know this.								
The customer has been advised of other forms of transmission and forms of supervision which could minimize the problems associated with these types of transmission.								
After options have been explained the	customer has elected not to have Radio, Inte	ernet or other form of transmi	ission backup or supervisory services installed.					
I understand the following are my test settings for supervision	PRIMARY TRANSMISSION		SECONDARY TRANSMISSION					
, , , , ,	Test Timer Frequency		Test Timer Frequency					
Customer Initials	Polling Frequency		Polling Frequency					
	NOTE : Test timers are for automatic s	ignals such as a dialer. Po	lling frequency is for radios.					
PAYMENT OPTIONS AND CREDIT AUTH	ORIZATION							
Credit Verification Information								
Name of Business		Federal Tax Id						
Individual's Name		SSN	Date of Birth					
In compliance with the Fair Credit Reporting Act (FCRA), Customer acknowledges that that they are authorizing the Company to obtain a consumer credit report, Customer has the right, by contacting the provider of the information, to dispute the information on the report and request additional disclosures as provided under section 1681d(b) of the FCRA and a written summary of its rights pursuant to Section 609(c) of the FCRA. Please call Alarm Partners to be directed to the proper credit reporting agency or for assistance with your inquiry. Company is not allowed to give the customer a copy of the credit report. Customer releases any persons involved in the credit investigation from liability in connection with such investigation.								
Bank Information for Automatic ACH w	vithdraw No Additional Fees							
NAME ON ACCOUNT								
BANK NAME								
BANK ROUTING NUMBER								
CHECKING ACCOUNT NUMBER								
Credit Card Information for Automatic	Debit 4% Credit Card Convenience F	ee Will Be Added to Invol	ice Total					

Payment Option Selection

NAME AS IT APPEARS ON CARD

CREDIT CARD TYPE

CREDIT CARD NUMBER

You may have your monthly bills paid automatically through ACH or credit cards. In addition you may select to have any non recurring bills such as service bills, installation charges etc paid through direct payment. Please select the option that best satisfies your needs.

EXPIRATION DATE

STREET ADDRESS

 ✓ Visa
 ✓ Master Card
 ✓ Discover
 ✓ American Express

Select options you would like

Credit Card	ACH Bank

Pay both recurring and non recurring charges

es
E

☐ I do not wish to have auto billing at this time

Please be advised that this information will be destroyed upon completion of the activation process.

CVV CODE

ZIP CODE

Customer Initials _____