

ALARM MONITORING AGREEMENT & INFORMATION SHEET

FORM: OPS 3000 MONITORING SHEET V6

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CODE	AREA	ALARM TYPE		DESCRIPTION	vviii overii	V	D	S	N	1	W	V erify
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ALARM MONITORING AGREEMENT & INFORMATION SHEET (Continued)

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FIRE											
MEDICAL									 If you have other Dis such as Gate Houses 		
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	SUPERVISED	•									
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TERMS AND CONDITIONS 3

Nature of Business: The customer understands that the company is in the business of telephonic monitoring services for customers who have electro protective systems in their place of business, home etc. The customer understands that the company must know and have on on record basic information about the customers system. The customer also acknowledges that he has completed the portion of this contract which calls for that information, and that the company, in performing its obligations under this contract, will rely on the information given by the customer.

Monitoring Obligations: Subscriber hereby represents that it has contracted, or is about to contract, with Alarm Partners for a protective system at the premise owned and occupied by the Subscriber and in connection with such installation has also requested monitoring service of said system. Alarm Partners and Subscriber have entered into an agreement whereby Alarm Partners will provide monitoring service services for the subscriber consisting of the following: (1) Direct call response by operators to an emergency condition until proper authorities are notified (2) Make reasonable efforts to notify emergency contacts as directed by subscriber (3) such other services as may be agreed upon by the parties.

The parties agree that the Companies sole obligation under this agreement shall be to monitor signals received from the protective system located on the Subscribers premise. The Company upon receipt of a signal shall make every reasonable effort to transmit notification of the alarm promptly to the police, fire or other authorities and to the proper person or persons whose names and telephone numbers are are provided to the Company by Subscriber, unless there is a reason to believe that an emergency condition does not exist.

Term and Termination: This agreement shall continue as long as the Subscriber contracts Alarm Partners for performance of services for the Subscriber. If the Subscriber notifies the company of termination of service, for any reason, or in the event the the Subscriber fails or refuses to make payment for services furnished, the Company will give the Subscriber at least 5 days written notice of termination, and upon giving such notice, this Agreement and all of the Company's responsibilities hereunder shall come to an end as of the date fixed in such notice.

Interruption of Service: This Agreement may be suspended, at the Company's option, should the protective equipment or the subscribers premise become so substantially disabled or damaged that further service is impractical, or if the rendering of service is not possible by reason of strike, riots, floods, fires, interruption of telephone communication service or acts of God or any other reason beyond the control of the Company.

Transmission Lines and Radio Facilities: a) Subscriber acknowledges that the signals from the Subscribers alarm system are transmitted to Alarm Partners central station over Subscribers telephone lines or rented radio facilities. In the event that either of these facilities are out of order, disconnected, placed on vacation status, or otherwise interrupted, signals from the Subscribers alarm system will not be received at Alarm Partners central station. b) Subscriber further acknowledges that the alarm system b y will seize the Subscribers telephone line and terminate any other telephone calls when it is triggered. Subscriber will not be able to place or receive phone calls (including calls to 911emergency operator) while the system is activated. To avoid this possibility, Subscriber may wish to obtain a second line solely for the alarm system. c) Subscriber further acknowledges and agrees that the telephone company lines are wholly beyond the control of Alarm Partners and are maintained and serviced by the telephone company.

Customer Obligations: The customer agrees to use its electro protective system and each and every time there will not be a person at the customers premise to inspect the for or discover the condition the system is designed to warn or protect against. Before setting the electro protective system for use, customer agrees he will test the system to see if it is in proper working order. The customer has the obligation of telling Alarm Partners when the system is not in working order.

System Ownership: The customer acknowledges that the electro protective system is owned or leased by by him and that all responsibility for maintenance, repair service, replacement or insurance of the system are the responsibility of the customer and not the company. The company has no responsibility for the condition or the functioning of the system.

Damage to System: If the customer's system is damaged to such an extent, or not functioning in such a way that false alarms are transmitted with unreasonable frequency, the Company may choose to suspend its obligations under this contract until the system is fixed or the condition is corrected. If the Company elects to suspend its obligations, it will first notify the customer of the suspension with a 5 day written notice.

Signal Transmission and Responsibility: Customer understands that the signals from the electro protective system which the company will monitor are transmitted over normal telephone lines to the Company or purchased private networks e.g. radios etc. Customer understands that the Company cannot be responsible for any monitoring during periods when either the Customer's or the Companies telephone lines are not working, or under any condition which would make it impossible to send a normal telephone call from the Customer's premise to the Companies place of business. Company is also not responsible for Radio or Cellular backups if the network supplier fails to supply the service for any reason.

The Company can also not be held responsible for loses or damages suffered by a customer caused by: 1) Defects or deficiencies in the electro protective system owned by the customer. 2) Delay in response time or or failure to respond by any person or authority notified by the Company according to the Customers instructions in this contract.

Fees and Fines: The Company shall not be responsible for any fees, charges or assessments imposed by any governmental authority or or other persons in connection with false alarms for any equipment located on the Subscriber's premise. In the event of an excessive number of false alarms are caused by Subscriber carelessness, malicious action or accidental use of the alarm system, or in the event the Subscriber misuses the system, Alarm Partners may, in its sole discretion, deem that a material breech of this Agreement at Alarm Partners option terminate this Agreement without liability to Alarm Partners upon giving five (5) day written notice to the Subscriber. Subscriber agrees to pay any alarm fines levied on Subscriber or Alarm Partners.

Limitation of Liability: a) It is understood and agreed by Subscriber that 1) Alarm Partners is not an insurer and that insurance for personal injury and property loss or damage to Subscribers Premise should be obtained by Subscriber; 2) Alarm Partners is only being paid to monitor a system designed to reduce certain risks of loss; and 3) that payments provided for monitoring services are unrelated to the value of any property on Subscribers monitored premise, or any personal injury that might occur. Alarm Partners shall not e responsible for any losses, damage or injury which may occur even if due to Alarm Partners negligent performance or failure to perform any obligation under this Agreement. ALARM PARTNERS HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED INCLUDING THISE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT SERVICE SUPPLIED BY ALARM PARTNERS MAY NOT BE COMPROMISED, OR THAT THE SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED.

B) The Subscriber acknowledges that it is impractical and extremely difficult to fix actual damages, including those from property loss, personal injury or death, if any, which may result from Alarm Partners negligence, a failure to perform any of Alarm Partners obligations, or the failure of the monitoring service or equipment to operate properly with resulting loss to Subscriber because of among other things 1) the uncertain amount of value of Subscriber's property or the property of others kept on the premise which may be lost, stolen, destroyed, damaged or any personal injury damages which may result from occurrences which the system is designed to detect or avert; 2) the uncertainty of response time of any police or fire department, paramedic unit others should they be dispatched as a result of a signal being received; 3)the inability to ascertain what portion, if any, of the property loss, personal injury or death would be proximately caused by Alarm Partners failure to perform or by its equipment to operate; 4) the uncertainty of the nature of any claim that may be made by Subscriber against Alarm Partners; 5) the nature of the service to be performed by Alarm Partners.

C) Subscriber understands and agrees that if Alarm Partners should be found liable to Subscriber for loss or damage to property or person due to Alarm Partners negligence or a failure of Alarm Partners monitoring service or monitoring equipment in any respect whatsoever, Alarm Partners liability shall be limited to Two Hundred and Fifty Dollars (\$250.00), that this liability shall be exclusive, and that the provisions of this section shall apply if loss or damage results directly or indirectly to persons or property because of performance or non performance of the obligations imposed by this Agreement, or from the negligence of Alarm Partners, their agents, assignees or employees. This sum shall be complete and exclusive and shall be paid and received as liquidated damages and not a penalty.

If Subscriber wishes Alarm Partners to assume a greater liability, may obtain from Alarm Partners a higher limitation of liability by paying an additional periodic service charge to Alarm Partners. If Subscriber elects to exercise this option a rider executed by the parties hereto shall be attached to this Agreement setting forth the terms, conditions and the amount of the limitation of liability and the periodic charge. Such rider and additional obligation shall in no way be interpreted to hold Alarm Partners as an insurer.

Third Party Indemnification and Subrogation: In the event that any person not a party to this Agreement, including but not limited to Subscriber, shall make any claim or file any lawsuit against Alarm Partners for any reason related to (a) Alarm Partners obligations under this Agreement (b) Alarm Partners provision of alarm monitoring (c) any failure of Alarm Partners service or (d) Alarm Partners negligence. Subscriber agrees to indemnify, defend and hold Alarm Partners harmless from any and all such claims, including the payment of all damages, expenses, costs and attorney fees whether these claims be based on alleged intentional conduct, negligence, contribution, indemnification or strict product liability. Subscriber further agrees that it will not subrogate its right with respect to any such claim. Subscriber agrees to indemnify Alarm Partners against, defend and hold Alarm Partners harmless from any action for subrogation which may be brought against Alarm Partners by any insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney fees. Subscriber shall notify his insurance carrier of the terms of this provision.

Limitations on Actions and Waiver of Jury Trial: All parties hereby agree that no suit, claim or action that relates in any way to this Agreement (whether based on contract negligence or otherwise)shall be brought against the other more than one 1 year after the cause of action thereto. In addition, all parties hereby waive any rights to a jury trial in any judicial action which relates in any way to this Agreement (whether based on contract, negligence or otherwise).

Assignment: 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 or repair or any other service it might perform. Subscriber acknowledge 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 Alarm Partners and that they bind the Subscriber with respect to said assignees or subcontractors with the same force and effect they bind the Subscriber to Alarm Partners.

Governing Law: This Agreement is to be governed by the laws of the State of Florida.

Notices: Any notices required to be given by the parties to this contract to the other must be given in writing and mailed by certified mail, return receipt requested, addressed to the company. **Entire Agreement:** This Agreement contains the entire understanding between the parties and only representations contained here are binding to the parties. This Agreement may only be changed by an agreement in writing signed by the parties, and not orally.

Customer Name	Date	Customer Signature	Authorized AP Representitiv	e Date	Approval Signature

CUSTOMER QUESTIONAIRE											
INTERVIEW QUESTIONS		Yes	No	N/A	(COMMENTS					
I am the homeowner (if resider	ntial) or Business representitive										
Was the installation completed	to your satisfaction?										
Were all the contracted items i	nstalled?										
Have you been advised and ag	reed to any exposed wiring?										
Has any damage occurred to th	ne premise?										
Did the installer clean up to yo	ur satisfaction?										
Have you been instructed in th	e use of your alarm system?										
Have you been issued enough	key codes?										
Have you been given keys to th	ne alarm control box?										
Have you been given yard sign	s and decals?										
Have you been advised to test	the system monthly?										
Have you been advided to tell	us if you change to VOIP?										
Have you received an alarm bo	oklet?										
Is there anything else you requ	ire?										
Please make any comments about the installation that are appropriate											
CUSTOMER COMMENTS											
WE APPRECIATE YOUR BUS	INECC										
credit your monitoring accoun	would like to offer you a chance It with \$50.00. There is no limit please recommend us to some	to h	ow r	nan	referral fees you may earn.						
	CL	JSTO	IMC	ER R	EFERRALS						
NAME	ADDRESS				CITY, STATE, ZIP	PHONE	RELATIONSHIP				
	INSTALLER	RNC)TE:	S AN	ID COMMENTS						
☐ I have completed all of th	ne work on the work order un	locc	ind	icat	ad ahove in my notes. The	ioh is ready to hill					
☐ Thave completed all OF the	ie work on the work order un	1622	IIIU	ıcal	above in my notes. The	Job is ready to bill.					
Customer Signature					Customer Signature						