



# ALARM MONITORING AGREEMENT

1. Subscriber has entered into a written contract with the installing Alarm Company hereinafter referred to as the "Installer" for the installation, service, and monitoring of an alarm system at subscriber's premises. The installer has selected C.M.S. MONITORING, (hereinafter referred to as Central Office) to monitor the alarm system.
2. Central Office shall monitor signals received by Central Office from the alarm system installed at subscriber's premises. Upon receipt of a signal receiving indicating that an alarm condition exists, Central Office shall make every reasonable effort to notify police, fire or other municipal authority deemed appropriate in Central Office's absolute discretion, and such other persons subscriber has requested to receive notification of such alarm condition. All notification by Central Office shall be by telephonic communication.
3. Subscriber acknowledges that signals which are transmitted over the telephone lines, wire, air waves, or other modes of communication pass through communication networks wholly beyond the control of Central Office and are not maintained by Central Office and, therefore, Central Office shall not be responsible for any equipment failure which prevents transmission signals from reaching the Central Office monitoring center or damages arising therefrom.
4. Subscriber agrees to furnish Central Office with a written list of names and telephone numbers of those persons subscriber wishes Central Office to notify of alarm signals. All changes and revisions shall be supplied to the Central Office in writing, signed by the subscriber and alarm installing company.
5. Subscriber acknowledges that Central Office is not related to or part of the installing Alarm Company. None of the equipment installed at Subscriber's premises is the property of Central Office and Central Office has made no representation, warranties, or agreements regarding the equipment, nor has Central Office participated in the installation of the alarm equipment. Central Office has no responsibility for the condition or operation of the alarm equipment and Central Office is not responsible for the maintenance, service or repair of said equipment. Central Office shall not be liable or responsible for equipment failure which prevents signals from reaching Central Office.
6. Subscriber acknowledges that Central Office is being paid for its monitoring service by the installer and not by the subscriber. In the event that Central Office does not receive payment when due, for any reason, Central Office shall be permitted to terminate this agreement and discontinue monitoring subscribers alarm system upon giving the subscriber 15 days notice of termination.
7. Central Office shall be permitted to terminate this agreement at any time and for any reason by giving subscriber and installer 30 days written notice. In the event Central Office terminates this agreement for any reason other than nonpayment, Central Office agrees to refund monitoring fees received for any period subsequent to the termination of Central Office's monitoring services.
8. This agreement and Central Offices monitoring services shall terminate on the date fixed in Central Offices notice of termination. Upon such termination all parties to this agreement agree and hereby do release each other from any and all liability whatsoever, including negligence or gross negligence of the parties, arising out of this agreement, the relation of the parties or Central Office monitoring services. Central Office's notice of termination shall be given in writing and sent regular first class mail to subscriber and installer.
9. If for any reason, including Central Office's equipment failure, Central Office is unable to provide its monitoring services; Central Office in its sole discretion shall be permitted to suspend its monitoring services at any time, and without notice to subscriber and installer. In the event Central Office in its sole discretion determines it will not be able to resume its monitoring service within 24 hours, Central Office agrees to notify subscriber and installer by telephone and in writing that monitoring services have been suspended. There will be no refund, offset or reduction in Central Office's monitoring fees for suspended services provided suspended service does not exceed 10 days. Central Office will make no pro rate refund to installer for any period in excess of ten days.
10. In the event that a subscriber's contract with the installer is terminated, this contract and Central Office's monitoring services shall automatically terminate. Notice that the contact between subscriber and installer has terminated shall be given by either subscriber or installer.
11. Subscriber agrees that Central Office shall monitor subscriber's alarm for a minimum period of one year and from month to month thereafter. Subsequent to one year, any party to this agreement may terminate this agreement by giving the other parties 30 days written notice. In the event of such termination by subscriber or installer, Central Office shall not be required to return any money received for its monitoring services.
12. Subscriber agrees that Central Office and installing alarm company are not insurers and that no insurance coverage is offered herein. Payments by subscriber are for an alarm system and monitoring designed to reduce certain risks of loss, though there are no guarantees that the alarm system or monitoring will reduce such risks or that no loss will occur. Central Office and the installing company are not assuming responsibility and therefore they shall not be liable to subscriber for any loss or damage suffered by subscriber as a result of burglary, holdup, fire, or smoke, equipment failure, failure of Central Office or municipal authority to respond to signals, or any other cause whatsoever, regardless or whether such loss or damage or personal injury was caused by or contributed to by Central Office or the installing company's negligent performance or failure to perform any obligations.
13. Subscriber agrees that the alarm system and monitoring services are not designed to prevent loss by burglary, holdup, fire, illegal acts of third parties or any other loss. If, notwithstanding the terms of this agreement there should arise any liability on the part of Central Office or the installing alarm company as a result of their negligence, gross negligence or failure to perform any obligation, such liability shall be limited to \$250. If subscriber wishes to increase the limits of liability, subscriber, may, as of right, by entering into a supplement agreement obtain a higher limit by paying an additional amount consistent with the increase in liability.
14. The parties agree that in the event Central Office is found liable for any damage due to the negligent or gross negligent performance or failure to perform its monitoring services, it would be impractical and extremely difficult to fix damages. Therefore subscriber agrees that should there arise any liability on the part of Central Office, such liability shall be limited to the amount specified in paragraph 11 of this agreement.
15. Subscriber and installing Alarm Company agree to indemnify and hold Central Office harmless, including reasonable attorney's fees, from and against all claims, lawsuits and losses alleged to be caused by Central Office's negligent or gross negligent performance or failure to perform under this agreement. These parties agree that there are no third party beneficiaries of this agreement.
16. This agreement cannot be assigned by subscriber without Central Office's prior written approval.
17. This agreement shall be governed by the laws of the State of New York.
18. This agreement is binding on Central Office only after signed by an officer of Central Office.
19. This agreement contains the full understanding of the parties and can be modified only by writing, signed by the parties.