

# **Monitoring Service Agreement**

Westminster, M										U.L. Acct.
Subscriber's Na	me <u>Casa</u>	Blanca (	Golf Course			Monitoring	Acco	unt #		
Address 3900 Ca	asa Blanca	Rd					City	Laredo		
State TX Zip										
Premise Phone	# (	)		_Fax #	# () <u></u>			Cross Stree	t	
Township									ress	
Account Type:	<b>V</b>	Fire	■ Burglary		Medical	☐ Elev	ator			Critical Condition
CONTACT/CAL	L LIST (F	Resnons	ihle Parties). Pr	omico	s # will he ca	lled prior	to cor	stact list		
CONTACTION L	L LIOT (I	Name	noic rurucaj. rr	Cillioc	T Will be ca			itact iist.	Dece/Abort Co.	d
		Name				Pho	ne #		Pass/Abort Co	de (10 character Limit)
			Au-							
LOCAL EMERG	//-	ISPATC	H NUMBERS (M	ust be	24-HR)					
Fire Dept. (Local	l)		( )		F	Paramedic	s (Loca	al)	( )	
Police Dept. (Loc	cal)		( )		C	Other:			( )	
Communicator (d	dialer) typ	e				del #		Intrusion Pa	nel Model #	
Format Reportin	g: 🔲 3 x	1 🗖 3	x 1 EXT 🗖 4 :	x 2 🗖	BFSK 🗆 C	Contact ID	ПР	r Point		
Time Zone CST										
This account to r						155		3.50	Conorto	
					ownig basis:	weeki	riepo			
Alarm System D		grannini		-		1	6	Number of F	Partitions:	
Code Transm	nitted		Protecte	d Area		AUD	SIL		Alarm Type	
					_					
			- Alemana							
DEPOSIT \$										
CARD HOLDER	:		CREDIT	CARL	) #			Expiration	on Date:	
Special Instructio	ns (if req	uired): _	***** ONE TIME PRO	OGRAM	ING FEE. WILL	NEED PAS	SCODE	S (IF SET OR CHAN	GED) FROM OTHE	R VENDOR****
**										
	7.500									
This account will	be progra	ammed t	o send opening a	and clo	sing signals (s	security ala	arm sy	stems only) 🗌 Y	ES NO	
Type of Open / C	lose Mon	itoring to	be provided: Op	en / Cl	ose Log Only	Monitorin	g 🗌	Supervised Oper	/ Close Monito	ring 🗌
Daily schedule fo	r supervi	sed oper	n/close monitorin	g:						
Daily	Mon	dav	Townsteen	T NAT-	Accesses 1					
Opening time			Tuesday	vve	dnesday	Thursda	y	Friday	Saturday	Sunday
The second secon		,	luesday	vve	dnesday	Thursda	у	Friday	Saturday	Sunday
Closing time		,	Tuesday	vve	dnesday	Thursda	у	Friday	Saturday	Sunday
Closing time Window*			Tuesday	vve	dnesday	Thursda	y	Friday	Saturday	Sunday
Window*			Tuesday	vve	anesday	Thursda	y	Friday	Saturday	Sunday
Window* Holidays Closed: *All supervised ad	ccounts v	vill be as	signed a 60 minu							
Window* Holidays Closed:	ccounts v low, pleas	vill be as	signed a 60 minu	ute time	e window for s	scheduled	openin	gs and closings.	If subscriber req	
Window* Holidays Closed: *All supervised acshorter time wind	ccounts w low, pleas	vill be as se specif	signed a 60 minuy.	ute time	e window for s	scheduled	openin		If subscriber req	
Window* Holidays Closed: *All supervised achorter time wind Dispatch Permi	ccounts v	vill be as	signed a 60 minu y. SHADED ARE	ute time	e window for s	ocheduled OUT BY	openin	gs and closings.	If subscriber req	uests a longer or
Window* Holidays Closed: *All supervised achorter time wind Dispatch Permi	ccounts v	vill be as	signed a 60 minu y. SHADED ARE	ute time	e window for s	ocheduled OUT BY	openin	gs and closings.	If subscriber req	uests a longer or
Window* Holidays Closed: 'All supervised acshorter time wind Dispatch Permi State License #	ccounts work pleas	vill be as se specif	signed a 60 minu y. SHADED ARE  District#	ute time	e window for s  BE FILLED  Con	ocheduled OUT BY	openin	gs and closings.	If subscriber req	uests a longer or
Window* Holidays Closed: 'All supervised acshorter time wind Dispatch Permi State License # Maintenance A Term-of-Agreement- periods-of-1-year-ther tither party-gives-the esponsible-to-provic Monitoring Center-ha	greemen The initial reafter under other wride Monitor	vill be asse specifing the specific sample of the sample o	signed a 60 minuy.  SHADED ARE  District#  prage Code:  this-Agreement-shall  t-terms-and-conditio  of-cancellation-at-  ces-under-this-Agre	Lbe-for-ans-excep	e window for s  BE FILLED  Con  Leforthe-price-w rty-(30)-days-prices-and-until-	out By npleted byear(s) beg hich-shall-be ior-to-the-ex the-commun	opening openin	gs and closings.  PLEXGRINNEL  on-the-Date-of-Agree ed-to-the-applicable- of-a-term.—It-is-a link-between-Subsc	Date  Date  ment and shall self price in effect at that Simplex riber's -premises - and the substitution of the substitution o	renew for successive renewledate; unless a longer or construction of the construction
Window* Holidays Closed: 'All supervised ashorter time wind Dispatch Permi State License # Maintenance A Mem-of-Agreement- eriods-of-I-year-ther either-party-gives-the esponsible-to-provi donitoring Center-ha MPORTANT NOTIG ffect your legal righ By signing this Agree	greemel The initia reafter unde cother wind de-Monitor to REGAI ts. Amo	nt Cove	signed a 60 minuty.  SHADED ARE  District#  trage Code:  this-Agreement-shall terms-and-conditio of-cancellation-at- ces-under-this-Agre  OUR LEGAL RIGH hings, these terms s	Lbe-for-ans-excepleast-thicement-u	e window for s  BE FILLED  Con	ocheduled  OUT BY  Inpleted by	opening openin	gs and closings.  PLEXGRINNEL  on-the-Date-of-Agree sed-to-the-applicable- of-a-term.—It-is-a -link-between-Subse  verse side are an im- should an event occu	Date  Date  Date  ment and shall-self price-in-effect-at-the greed-that-Simplex riber-spremises-au portant part of this ar that this service	renew for successive
Window* Holidays Closed: 'All supervised acshorter time wind Dispatch Permi State License # Maintenance A Ferm-of-Agreement- eriods-of-1-year-ther ither party-gives-the esponsible-to-provic donitoring Center ha MPORTANT NOTIC fiffect your legal righ By signing this Agree Annual Monitoring Fe	greemel The initial reafter under colors been test CE REGAI S. Amoment you a ges S. 319.86	vill be asse specification of the coveral-term-of-certhe-same tten-notice ing. Serviced.—  RDING Young other tocknowledge	signed a 60 minuy.  SHADED ARE  District#  orage Code:  this-Agreement shall terms and conditio c-of-cancellation-at- ces-under this-Agree  OUR LEGAL RIGH hings, these terms s ge that you have read	Lbe-for-ans-excepleast-thiement-u	Period of 1  Lifer the price, wry (30) days printers and 0 tty limit Simple:	pleted by the shall-be continued by the shall-be continued the continued by the continued b	opening  7 SIMI  Siming-4  Simining-4  Sim	gs and closings.  PLEXGRINNEL  on-the-Date-of-Agree ed-to-the-applicable- of-a-term.—It-is-a- link-between-Subsc  verse side are an im should an event occu by all Terms and Cor	Date	renew for successive e-renewal date; unless Grinnell-shall-not-be and-SimplexGrinnell's Agreement and may is designed to detect ement.
Window* Holidays Closed: All supervised achorter time wind Dispatch Permi State License # Maintenance A Term-of-Agreement- periods-of-I-year-ther ther party gives-the esponsible-to-provic donitoring Center ha MPORTANT NOTIC ffect your legal righ by signing this Agree Annual Monitoring Fe subscriber/Authorized	greemer  The initia reafter under de Monitor se been test CE REGAR its. Amo ment you a se S 319.80	nt Cove	signed a 60 minuty.  SHADED ARE  District#  prage Code:  this-Agreement shall  terms and condition  of-cencellation-at- ces-under-this-Agree  OUR LEGAL RIGH  hings, these terms sage that you have read	he-for-a-except least-thi-gignifican , acknow Sim	De window for s  BE FILLED  Con  Lefor-the-price, when the price with the price w	npleted be	opening  7 SIMI  Siming-4  Simining-4  Sim	gs and closings.  PLEXGRINNEL  on-the-Date-of-Agree ed-to-the-applicable- of-a-term.—It-is-a- link-between-Subsc  verse side are an im should an event occu by all Terms and Cor	Date	renew for successive e-renewal-date; unless Grinnell-shall-not-be ad-SimplexGrinnell's Agreement and may is designed to detect ement.
Window* Holidays Closed: All supervised acshorter time wind Dispatch Permi State License # Maintenance A ferm-of-Agreement- periods-of-1-year-ther tither party-gives-the esponsible-to-provic Monitoring Center ha MPORTANT NOT ING fiffect your legal righ 3y signing this Agree Annual Monitoring Fe Subscriber/Authorized	greemer  The initia reafter under de Monitor se been test CE REGAR its. Amo ment you a se S 319.80	nt Cove	signed a 60 minuy.  SHADED ARE  District#  orage Code:  this-Agreement shall terms and conditio c-of-cancellation-at- ces-under this-Agree  OUR LEGAL RIGH hings, these terms s ge that you have read	he-for-a-except least-thi-gignifican , acknow Sim	De window for s  BE FILLED  Con  Lefor-the-price, when the price with the price w	npleted be	opening  7 SIMI  Siming-4  Simining-4  Sim	gs and closings.  PLEXGRINNEL  on-the-Date-of-Agree ed-to-the-applicable- of-a-term.—It-is-a- link-between-Subsc  verse side are an im should an event occu by all Terms and Cor	Date  Date  Date  ment and shall-self price-in-effect-at-the greed-that-Simplex riber-spremises-au portant part of this ar that this service	renew for successive e-renewal date; unless Grinnell-shall-not-be ad-SimplexGrinnell's Agreement and may is designed to detect ement.

- Introduction, Subscriber has contracted with Simplex-Grinnell for monitoring services at the location indicated on the front side of this Agreement.
- 2. SimplexGrinnell's Duties. Subscriber agrees and acknowledges that SimplexGrinnell's sole and only obligation under this Agreement shall be to monitor signals sent by various media including, but not limited to, telephone lines, cellular devices, satellite technology, and radio telementy and received by means of a protective system (hereinafter "System") and to respond thereto by notifying the party (or parties) identified by Subscriber. Upon receipt of a protective system signal, SimplexGrannell shall WITHOUT WARRANTY attempt to notify the party (or parties) that has been identified by Subscriber as the proper party to notify under the circumstances encountered.
- Marver of Warranty, Exculpatory Clause, Subscriber understands that Simples Grinnell offers several levels of protection services and that the level described has been chosen by Subscriber after considering and balancing various levels of protection afforded costs. It is UNDERSTOOD AND AGREED TO REDUCE THE RISK, OF LOSS, THAT SIMPLEXGRINNELL IS NOT AN INSURER, THAT INSURER, I PAYS, SHALL, BE OBTAINED BY SUBSCRIBER COVERING PERSONAL INJURY, INCLUDING DEATH AND REAL OR PERSONAL PROPERTY LOSS OR DAMAGE, THE BAYMENTS HEREUNDER ARE BASED SOLELY ON THE VALUE OF THE MONITORING SERVICES AS DESCRIBED HEREID AND ARE UNRELATED TO THE VALUE OF ANY OF SUBSCRIBER'S PROPERTY LOSS OR DAMAGE, THE BAYMENTS HEREUNDER ARE BASED SOLELY ON THE VALUE OF THE MONITORING SERVICES AS DESCRIBED HEREID AND ARE UNRELATED TO THE VALUE OF ANY OF SUBSCRIBER'S THAT SIMPLEXGRINNELL IS NOT THE SUSTEM OR POLITICAL OF THE MONITORING SERVICES AS SUBSCRIBER'S THAT SIMPLEXGRINNELL IS NOT LABLE FOR LOSSES, CAUSED BY THE MALFUNCTION OF THE SYSTEM OR POLITICAL OF THE MONITORING REPARENCE, SIGNAL HANDLING OR DISPART HING SERVICES EVEN ID DUE TO SIMPLEGRINNELL'S NEGLICIENCE OF FAILURE TO PERFORM SIMPLE, KERGINNELL MAKES NO GUARANTEE OR WARRANTY, OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES ARE SUPPRIED AND APPORT OF WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES OR SOUPPRIENT ARE DESIGNED TO BETECT. SIMPLEXGRINNELL HARRES ON WARRANTY, OR HERE ON SERVICES WHEN ARE SUPPRIED WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SERVICES NEW GUIPPRIENT ARE DESIGNED TO BETECT. SIMPLEXGRAPS LABARES SO WARRANTY, OR APACTICULAR PURPOSE, THAT SERVICES WE SOUPPRIENT ARE DESIGNED TO BETECT. SIMPLEXGRAPS LABARES SO WARRANTY OF ANY SIMPLES BEFORE AND AFTER DECEMBER 31, 1999, OR THAT THE SERVICES HEREUNDER SHALLENGER SHERE AND AFTER DECEMBER 31, 1999, OR THAT THE SERVICES HEREUNDER SHALLENGER SOUPPRIENT ARE DECEMBER AND AFTER DECEMBER 31, 1999, OR THAT THE SERVICES HEREUNDER SHALLENGE
- Third Party Indemntification. Since the parties agree that Subscriber returns the sole responsibility for the life and safety of all persons on its premises, and for protecting against losses to its own property and the praperty of affects located on its premises. Subscriber agrees to indemnify, defined, and hold harmless Simplus Grimnell, its offices, employees, agents, subcontractors, suppliers, or representatives, from and against all claims, lawsuits, and losses, including attorney. Fees, by persons not a party to this Agreement, alleged to be caused by the improper operation of the system, whether due to malfunctioning or manifunctioning of the system or the negligient performance or nonperformance of the monitoring services or other installation, maintenance, or other services by Simplexfirmell or its officers, employees, agents, subcontractors, supplers, or representatives. Additionally, Subscriber agrees to list Simplexfirmell, its officers, employees, agents, subcontractors, supplems, and representatives as additional instruction of all insurance policies in effect on the premises.
- or representatives: Additionally, Subscriber agrees to list Simplestifiunell, is officers, emplayees, agents, sub-entractors, suppliers, and representatives as additional usured on all insurance policies in effect on the premises.

  5. Limitation of Isability, Liquidated Damages. SUBSCRIBER ACKNOWLEDGES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM FAILURE ON THE PART OF SIMPLE SCRINNELL TO PERFORM ANY OF ITS OBLIGATIONS. OR SERVICES. INSTALLATION OR MAINTENANCE, THE FAILURE OF THE EQUIPMENT IS SYSTEM TO OPERATE PROPERTY, BY ACTIVE OR PASSIVE NEGLIGIENCE, OR BY FAILURE TO PERFORM ANY OF THE OBLIGATIONS HEREIN, BECAUSE OF AMONG OTHER THINGS. A) THE UNCERTAIN AMOUNT OR VALUE OF SUBSCRIBER'S PROPERTY OF THE PROPERTY OF OTHERS. BEPT AT THE MONITORED LOCATION WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE GOUPPMENT CRYSTEM ANDORS SERVICES IS DESIGNED TO DETECT. B) THE UNCERTAINTY OF THE RESPONSE TIME OF ANY POLICE DESTROYED, AND THE DEPARTMENT, PARAMEDIC UNIT, PATROL. SERVICE OR OTHERS, SHOULD ANY OF THESE PARTIES BE DISPATCHED AS A RESULT OF A SIGNAL BEING RECEIVED OR AN ADDRESS OF THE FABRUATE OF THE RABILITY TO ASCERTAIN WHAT PORTION, IF ANY, OF FAILURE TO PERFORM OR BY ITS EQUIPMENT (SAED BY SIMPLEX.GRINNELL'S FAILURE TO PERFORM OR BY ITS EQUIPMENT'S FAILURE TO OPERATE OR OTHER NATURE OF OCCURRENCES WHICH MIGHT CAUSE INJURY OR DEATH TO SUBSCRIBER OR ANY OTHER PERSON. THEREFORE SUBSCRIBER ACKNOWLEDGES AND AGREES THAT IF ANY LOSS OR LIABILITY IS CAUSED BY SIMPLEX.GRINNELL'S FAILURE TO PERFORM OR BY ITS EQUIPMENT'S FAILURE TO OPERATE OR TWENTY FIVE HUNDRED (2500,001) AND THE PERSON THEREFORE. SUBSCRIBER OR ANY OTHER PERSON. THEREFORE SUBSCRIBER OR ANY OTHER PERSON. THE ANY MADE AND WHETHER ALL BE LIMITED TO AN AMOUNT SUBJECT OF THE ANY MADE
- 6. Subscriber's Duties. In addition to Subscriber's duty to indemnify, defend, and hold SimplexGirmell hamiless as provided above. (a) Subscriber shall carefully and properly test and set the system ammediately prior to the securing of the premises and carefully test the system in a manner prescribed by SimplexGirmell during the term of this Agreement. Subscriber shall be solely responsible for testing the System for accurate date handling capabilities, and for maintaining such capabilities. Subscriber agrees that it is responsible for large any losses or damages due to malitanction, miscommunication, or future of Subscriber's system to accurately handle, process, or communicate date data. If any defect in operation of the System develops, as in the event of a power future, interruption of telephone service, or other interruption at subscriber's premises of signal or data transmission through any media, Subscriber's shall notify SimplexGirinnell immediately. If space interior protection (i.e., ultrasonic, microwace, infured, etc.) is part of the System, Subscriber shall walk test the system in the manner recommended by SimplexGirinnell, thy When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, an conditioners, horns, bells, animals and any other source of air furbulence or movement which may interfere with the effectiveness of the System during elseed periods while the alarm system is on, Subscriber shall notify SimplexGirinnell (a) Subscriber shall cooperate with SimplexGirinnell regarding any remodeling or other changes to the protected premises that may affect operation of the System. (d) Subscriber shall cooperate with SimplexGirinnell time the subscribers and nature and agrees.

- to fallow all instructions and procedures which may be presembed for the operation of the System, the rendering of services and the provision of security for the provisios. (c) Subscriber shall pay all charges made by my telephone company or other trulty for installation, leaving, and service charges of telephone lions connecting Subscriber's premises to Sumplex-Grannell. Subscriber acknowledges that alom signois from Subscriber's premises to Simplex-Grannell ner transmitted over Subscriber's telephone service and that in the event the telephone service is out of order, discountered, placed on "vacation," or otherwise interrupted, signals from Subscriber's salent system will not be received by Stimplex-Grannell Jahring any such interruption in telephone service and the interruption will not be known to Simplex-Grannell Subscriber agrees that in the event the equipment or system continuously transmits signals reasonably determined by Simplex-Grannell to be false and/or excessive in number, Subscriber shall be subject to the additional costs and fees incurred by Simplex-Grannell in receiving and/or responding to the excessive signals.
- 7. Authorized Personnel & Emergency Information—Subscriber agrees to furnish furthwith a written list of the names, addresses and telephone numbers of all persons authorized to enter or remain on Subscriber spemines and/or that should be notified in the event of an alarm. Subscriber agrees to provide all clumpes, revisions and modifications to the above to Simplext innell in writting in a timely anamer. Subscriber agrees in the subscriber and the subscriber and
- 8 Assigness and/or Subcontractors of Simplextramedl. Simplextramedl shall have the right to assign this Agreement in whole or in part to any other person, firm, or corporation and shall have the further right to subcontract any surreliliance, monitoring, maintenance, partial, emergency response, or other services which it may be required to perform hereunder. Subscribe acknowledges that this Agreement, and particularly those paragraphs relating to Simplextfammell's maximum, liability and that do particular to any assigness and/or subcontractors of Simplextfammell, and that they bind Subscriber with respect to and assigness and/or subcontractors with the same torse and effect as they find Subscriber to Simplextfammell.
- Assignment by Subscriber, Subscribe acknowledges that the sale or transfer of Subscriber's premises shall not relieve Subscriber of duties and didinations under this Agreement unless Simplicy trained agrees in writing to the transfer of the Agreement.
- Agreement tubes Simplex Grannell agrees in writing to the transfer of the Agreement.

  10. Taxes, Fees, Fines, Licenses, and Permits. (atSubscriber agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the enjapment and services listed, including telephane company line charges. If any, Simplex Grannell shall have the right, at any time, to pross along to subscriber any microses in the mentilely charges which hereafter may be imposed on SamplexGrannell by utility or government agencies relating to the service's) provided under the terms of this Agreement, and Subscriber leneby agrees to pay the same. (It Subscriber agrees to assume all responsibility for any filse alarms or stunis, given by the protective equipment. Subscriber will indemnity, pay and defend SupplexGrannell and its authorized contractors and hold each of them harmless from and against any responsibility or liability for payment of associated files, penalties or other costs, (c). Subscriber shall comply with all laws and regulations relating to the equipment and its too and shall promptly pay when the all sales, use, property, excise and other taxes and all becrose and registration fees now in breacher improved by any government bady or agency upon the equipment or its use. If Subscriber talk to maintain any required locuses or permits. SupplexGrannell shall not be reconsisted for perfaming the services and may terminate the services with notice to Subscriber.
- 11. Increase in Service Charges, SimplexGranuell shall have the right to increme the Service Charges provided for berein by giving Sabscriber thirty (30) days scritten notice in advance of the effective date of such increase. Charges for time and materials services are boost upon SimplexGranuell's service rules in effect at the time of the service, and are subject to charge without notice.
- 12. Delay or Interruptions. SimplexGranuell assumes no hability for delay in the installation of the System or for interruption of monitoring services due to strikes, nets, floods, storms, earthquiskes, fire, power failures, insurrections, interruption of availability of fleephone, coalie, cellular, statellite, or note service or service through any other medium, malfunction or unavailability of the system related to dare londling problems, irrespective of cause, acts of God, or for any other cause heyond the council of SimplexGranuell, and will not be required to provide installation or other services to Subscriber while interruption of service due to now such cause may continue SimplexGranuell assumes no liability for delay of installation or services due to non-cooperation of the Subscriber of his agents in pravailing access to that area of installation or services and any device or devices of the Subscriber or of others to which SimplexGranuel's equipment is attached.
- 13. Outside Changes. Subscriber understands and accepts that Simplex/irtunell specifically denies any responsibility for changes associated with the notification or dispatching of anyone, including, but not limited to, fire department, parametries, doctors, or any other emergency personnel, and if there are any charges mourred as a result of said notification or dispatch, said changes shall be the responsibility of Subscriber, whether requested or not and whether such entities were correctly or incorrectly notified by SimplexGrinnell, its agents, or subcontractors.
- 14. Default Termination. In the event Subscriber fails to pay any amount, Subscriber abuses the equipment or the tow of the monitoring facility, Subscriber tails to comply with any of the terms and conditions hereof, Subscriber makes an assignment for the henefit of encilities, an order for relief is entered against Subscriber under any chapter of the National Bankrupsety Code, as amended, a receiver or trustee is appointed for all, or substantially with any of the terms and conditions hereof, Subscriber under any chapter of the National Bankrupsety Code, as amended, a receiver or trustee is appointed for all, or substantially with the assets of Subscriber, in their is a dissolitation at retrination of existence of Subscriber, or if Subscriber is in default under this Agreement and such default continues for ten (10) days after Simplex firmed gives Subscriber written notice of such default, in addition to any other remedies provided by law, Sumplex's ofined may pursue any one or more of the following remedies, which are contributed and nonexclusive: in Terminate all services subscribed for hereunder by giving ten (10) days written notice to Subscriber, without terminating this Agreement, and recover all amounts due to Simplex'timuell (by Take possession of all Simplex'timuell owned equipment whenever situated and far such purpose enter upon Subscriber's pragret without liability fars odoing, (c) By notice to Subscriber, during the Primary Term (c), if the Primary Term (c), if the Primary Term (c), the termination of the Subscriber during the Primary Term (c) to the Primary Term (c) to the primary Term (c) to the passes of the
- 15. One Year Lunitation on Actions. It is agreed that no suit or cause of action shall be brought against SimplexGrimnell more than one (1) year after the accrual of the cause of action therefor.
- 16 Waiver of Subrogation. Subscriber does bereby for itself and all other parties claiming under it release and discharge Simplex fining lifton and against all bazards covered by Subscriber's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Simplex Grannell.
- 17 Entire Agreement, Modification, Waiver. This sorting is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersides all must remesentations, understandings as agreements of the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. This Agreement can be modified only in writing, signed by the parties or their duly untherized representatives. No waiver of a broach of any term or condition of this Agreement shall be constitued to be a waiver of any service of the parties.
- 18 Choice of Law, Venue. The laws of the Commonwealth of Massachuseits shall govern the validity, enforceability and interpretation of the Agreement. It is agreed that any soil or action initiated as a result of this Agreement or in any way arising out of this Agreement or the Monitoring Services to be provided under this Agreement shall be brought in a court of competent prisalicition within the Commonwealth of Massachusetts.



Westminster, MA 01441 U.S.A.

#### SUBSCRIBER'S NAME:

The Subscriber's legal name. If a business, this would be the name as indicated on the business license. Also include name of the building or premise if the Subscriber is a commercial property manager.

### **MONITORING ACCOUNT #**

The account number (location address code) given to you by the Monitoring Center.

### **UL ACCOUNT:**

Is the fire or burglar alarm listed with Underwriters Laboratories?

#### ADDRESS:

This must be the street address of the monitored premises, along with any additional address information such as Suite or Building #. Post office boxes cannot be allowed for obvious reasons. If a separate address or P.O. Box is used for billing purposes, please provide where indicated.

#### CITY:

City, Township, etc. where the Subscriber is located.

#### STATE:

State in which Subscriber is located.

#### ZIP:

Zip code in which Subscriber is located.

### **CUSTOMER NUMBER/SEQUENCE:**

The eight digit number assigned to this customer in the SimplexGrinnell billing system, along with the four digit Sequence Number which identifies the monitoring unit created for this account.

### PREMISE TELEPHONE #

Subscriber's phone number. Used to verify alarm signals and to contact subscribers in the event of alarm malfunction.

#### PREMISE FAX #

Subscriber's fax number, if appropriate.

### **CROSS STREET:**

Authority having jurisdiction often asks for the nearest cross street in order to expedite dispatching of emergency response personnel.

#### TOWNSHIP

Many jurisdictions require the township as well as the city name prior to dispatching the authorities.

# MAILING ADDRESS:

Subscriber's mailing address if it is different from the premise address.

# ACCOUNT TYPE:

Fire Bu	urglary	☐ Elevator	National .	Account
Critical Co	ndition			

# CONTACT / CALL LIST (RESPONSIBLE PARTIES):

Premises # will be called prior to contact list.

# NAME

Responsible parties' names in the order in which they are to be called. Names listed should be persons who can shut off the alarm system and if necessary respond to the premises when notified of an alarm activation by the Monitoring Center.

# PHONE #

Phone number at which the responsible party can be contacted by the Monitoring Center. This is presumed to be a residence phone number unless otherwise noted.

# PASS CODE / ABORT CODE (10 CHARACTER LIMIT):

This can be a number, word, or combination of letters and numbers. It is a secret code selected by the Subscriber to confirm that the user is authorized to access account information, place the system on test and verify false alarms. All security alarm monitoring accounts <u>must</u> have a Pass Code; Pass Codes on fire alarm monitoring accounts are recommended but not required. On fire alarm accounts, the monitoring account number will function as the Pass Code if one is not selected by the Subscriber.

# LOCAL EMERGENCY DISPATCH NUMBERS:

List telephone number, including area code, of correct local emergency dispatch authority/agency (Police, Fire Department, 911, etc.) Be sure to verify that the Subscriber is located within the jurisdiction of the agency given. The number should be the 24-hour emergency dispatch number, not the administrative office.

# COMMUNICATOR:

Manufacturer's name and type of dialer (DACT) used.

# MODEL #

Model number of dialer (DACT) used.

# INTRUSION PANEL MODEL #

Example: 3001, 3007, etc.

# FORMAT REPORTING:

Check appropriate box or write in specific type of communications format to be used by the dialer (DACT).

# Monitoring Service Agreement Instructions and Explanation List

# TIME ZONE:

EST, CST, MST, PST.

### **AUTOMATIC TEST TIMER INTERVAL:**

The interval between Automatic Timer tests, i.e. 24 hours (Daily), Weekly, Monthly or None.

### **ACTIVITY REPORTS:**

Computer generated reports of all account activity, including Open/Close signals if applicable, which are to be sent periodically to the customer. Specify whether reports are to be sent monthly or weekly.

#### NUMBER OF PARTITIONS:

A "partition" is a group of devices or points that are monitored in the central station and assigned an account number that makes it unique. Typically this "partition" is a building on a multi-building campus setting.

# CODE TRANSMITTED:

Codes transmitted by the alarm system dialer to the Monitoring Center, i.e. 1, 2, 3, 31, 32, etc., depending on the electronic communications format used. It is necessary to list all code information to be used by the dialer.

### PROTECTED AREA:

Description of area the alarm zone would cover, i.e. Front Door, Warehouse, etc. on a security alarm. Please note that although you may have the resolution code list, be sure to always include the description of that zone in order to assure accuracy.

#### AUD / SIL:

Check appropriate box.

AUD=Audible Alarm; SIL=Silent Alarm

#### TERMS OF THIS AGREEMENT:

Terms of customer payment

# METHOD OF CUSTOMER PAYMENT:

Credit card information.

# SPECIAL INSTRUCTIONS (IF REQUIRED):

Please note as specifically as possible any special instructions on how alarm activations are to be handled by the Monitoring Center if they differ in any way from normal dispatch and notification procedures. Example: "Call customer premise first to verify before dispatching on alarms received during normal business hours."

# **OPENING AND CLOSING SIGNALS:**

On security alarm systems only, dialers can be programmed to send a signal to the Monitoring Center each time the system is disarmed (opening signal) or armed (closing signal).

# OPEN / CLOSE - LOG ONLY:

All opening and closing signals received by the Monitoring Center are logged in the account's activity history, but no action is taken by an operator.

# **OPEN / CLOSE - SUPERVISED:**

The monitoring center will call on any opening or closing signals which are received outside of the scheduled "window" for the account.

# WINDOW:

If the Subscriber's business will be reporting Open/Close signals from a security alarm system which are to be supervised by the monitoring center, the default time set for the "window" is 60 minutes. The window works as follows: If a business is scheduled to open at 0800 and has a 60 minute window, the business will receive a call from the monitoring center for an Early Open if the system is disarmed prior to 0700. If the business does not open by 0900, the Monitoring Center will call on a No Open received. If the business is scheduled to close at 1700, but remains open (alarm system is not armed) past 1800, the Monitoring Center will call on the No Close Received.

# DISPATCH PERMIT #

Required by some authorities prior to dispatch.

# STATE LICENSE #

Include SimplexGrinnell State License # on this form, if applicable. Some states require this number to be printed on all correspondence. Check state and local jurisdiction laws or codes as they pertain to your area.

# DISTRICT #

This would normally be the district office listing number.

# COMPLETED BY:

Name of person completing form.

# DATE

Date form was completed and signed.

# MAINTENANCE AGREEMENT COVERAGE CODE:

Insert technical support response code for contract response services.

# ANNUAL MONITORING FEE:

Write in the dollar amount to be billed to the customer on an annual basis.

# SUBSCRIBER / AUTHORIZED SIGNATURE:

This acknowledges Subscriber's agreement to pay the Annual Monitoring Fee, as well as Subscriber's agreement to be bound by the Terms and Conditions set forth by SimplexGrinnell on the reverse side of the Monitoring Service Agreement form.