

# CENTRAL STATION MONITORING AGREEMENT

Alarm Company:

**MAHONEY NOTIFY-PLUS, INC.**

P.O. Box 767  
15 Cooper Street  
GLENS FALLS, NEW YORK 12801

Subscriber:

Phone (518) 793-7788

**FAX (518) 793-0602**

**AR #**

**Phone #**

MONITORING:  
  BURGLAR ALARM  
  FIRE ALARM  
  LOW TEMP  
  CARBON MONOXIDE  
  WATER  
  PROPANE  
  OTHER  
 AT  CENTRAL STATION  
  OTHER \_\_\_\_\_  
 RADIO/CELL BACKUP  
 OPENING/CLOSING CONTROL OF SYSTEM  
  OPENING/CLOSING, LOG ONLY  
  MAILED ACTIVITY REPORTS  
  EMAIL REPORTS  
 REPAIR SERVICE:  PARTS AND LABOR REPAIR SERVICE  
  ON REQUEST AT AN ADD'L CHARGE  
  TIE-IN REPAIR SERVICE ONLY

For the services checked above, the Subscriber shall pay the Alarm Company (\$ \_\_\_\_\_) Dollars per month for the term of this Agreement, payable quarterly in advance. A late payment charge of one and one-half (1 1/2%) percent per month may be added to all amounts that remain unpaid for more than thirty (30) days, which is an Annual Percentage Rate of eighteen (18%) percent.

## CENTRAL STATION INSTRUCTION

EMERGENCY CALL LIST (At least two should be listed)

Key - Y/N	Name	Res. Phone #	Bus. Phone #	Cell Phone #

### COMMERCIAL ONLY

#### OPENING/CLOSING ACCOUNTS ONLY, LIST DAYS & HOURS OF OPERATIONS BELOW

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Open							
Close							

Opening/Closing accounts will be assigned 30 minute windows following above times.

Note: If there are any special instructions, please list : \_\_\_\_\_

### PASSWORD

ALARM COMPANY AND SUBSCRIBER ACKNOWLEDGE THAT THE ADDITIONAL TERMS AND CONDITIONS CONTAINED ON THE REVERSE SIDE ARE MADE PART OF THIS AGREEMENT

By:

\_\_\_\_\_  
Authorized Representative - Alarm Company

\_\_\_\_\_  
Subscriber

\_\_\_\_\_  
Date

**ABSOLUTE GUARANTEE:** I hereby absolutely guarantee the payment of the financial obligations contained in this agreement.

Home Phone: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Signature: \_\_\_\_\_

# TERMS AND CONDITIONS

The Alarm Company assumes no liability for Interruption of service due to strikes, riots, floods, fires, interruptions in telephone service, acts of God, or any causes beyond the control of the Alarm Company, and the Alarm Company is not required to supply service to the Subscriber while such interruptions .

The Subscriber will provide access to the premises to the Alarm Company. its agents and employees for service and will obtain for the Alarm Company permission as may be required from the landlord or others to carry out this Agreement. The Alarm Company will have the right to install transmitting and receiving equipment in the telephone or mechanical equipment room and on the roof or top of the Subscriber's Buildings or structure. The Subscriber agrees to furnish any necessary continuous electrical current and outlets at the Subscriber's expense for the Alarm Company equipment. The Subscriber understands that the installation will necessitate drilling and cutting into various parts of Subscriber's premise and gives Alarm Company permission to do so. The Subscriber also agrees to allow surface wiring as needed.

The Alarm Company does agree, in accordance with the repair services chosen by the Subscriber as checked, to repair the Alarm System during the term of this Agreement. The Subscriber agrees to carefully and properly test the Alarm System, including testing any ultrasonic, microwave, infrared, capacitance or other electronic equipment prior to each closed period and shall Immediately report to the Alarm Company any problem with the System. The Alarm Company shall make any necessary repairs as soon after receipt of notice as is reasonably practical. The Subscriber shall at all times be solely responsible for the maintenance of the sprinkler system, If any, including providing adequate heat to the building, so that the sprinkler system will at all times be In good working order. The Subscriber agrees that all repair service to the Alarm System caused by improper use of the Alarm System, misuse, abuse, vandalism, lightning, or any other act of God are billable regardless of the repair services chosen by the Subscriber as checked.

The Alarm Company, upon receipt of an alarm signal from the Subscriber's premises, shall make every reasonable effort to notify the police or fire department having Jurisdiction, unless there is just cause to assume that an emergency condition does not exist and the Alarm Company shall make a reasonable effort to notify the Subscriber or his designated representative by telephone unless runner service is provided or the Alarm Company has been Instructed to do so otherwise by the Subscriber. Should the Subscriber's representative fail to respond within thirty (30) minutes to an alarm with an outside ringer which is causing a disturbance, or an alarm which is constantly transmitting signals to the Central Station overburdening operators Subscriber authorizes Alarm Company, at Its discretion, to gain entry to the building with whatever method Is required, and remedy the malfunction on behalf of the Subscriber. Furthermore, Subscriber agrees to pay the Alarm Company for the service call at the then Current rate, for such call.

The Subscriber hereby agrees that the Alarm Company shall have the right to modify the charges at anytime or times after the expiration of six (6) months from the date of this Agreement upon giving the Subscriber written notice, a minimum of sixty (60) days in advance of the effective date of such change. If the Subscriber Is unwilling to pay any such increase and notifies the Alarm Company in writing by certified mail, return receipt requested at least thirty (30) days prior to the effective date of such increase, the Alarm Company shall be permitted, at it's sole option, upon written notice by certified mail, return receipt requested to the Subscriber, to terminate this Agreement as if the term had expired or in the alternative will continue the prior rate and will allow this Agreement to remain In full force and effect without further notice. Failure to notify the Alarm Company in writing at least thirty (30) days prior to the affective date of Increase will constitute the Subscriber's consent to the Increase, and all of the other terms and conditions of this Agreement shall remain in full force and effect.

Upon the Subscriber's failure to pay any sums due the Alarm Company under this Agreement, or upon premature cancellation of service by the Subscriber, the Alarm Company reserves the right to terminate it's obligations under this Agreement and remove any of the Alarm Company owned equipment, wiring and apparatus from the Subscriber premises upon written notice to the Subscriber. The Alarm Company will have no obligation to repair or redecorate any portion of the Subscriber's premises due to removal of the Alarm Company's System upon termination. At such time, all charges incurred under the terms of this Agreement, up to the cancellation date, shall immediately become due and payable. In addition, the parties agree that it would be very difficult, if not Impossible, to ascertain actual damages for any breach of this Agreement by the Subscriber, and the parties agree that the subscriber Shall immediately pay to the Alarm Company, upon any breach, or upon premature cancellation of service by the Subscriber, as and for liquidated damages, the sum of seventy-five percent (75%) of any changes remaining to be paid under the terms and life of this contract. The parties further agree that the Subscriber shall pay all court costs, collection fees and reasonable attorney's fees of thirty-three and one-third percent (33 1/3%) of all monies remaining to be paid under this Agreement, should the Alarm Company have to place this contract in the hands of any attorney for collection.

If the Alarm Company incurs any new or increased charges for the use of telephone or other communication lines or services, or if any new or increased taxes or license fees shall be incurred by the

Alarm Company which increase the Alarm Company's cost of performing this Agreement, the proportional share of such cost, shall be payable by the Subscriber In Increased monthly charges. The Subscriber gives the Alarm Company its consent order an access connection on the Subscriber's line from the telephone company for the purpose of providing DLC service from the Subfolder's location to the Alarm Company. The Subscriber agrees to pay any false alarm fins or assessments, permits, taxes, fees or other charges relating to the installation or services provided under this Agreement charged by any governmental body.

The Subscriber will not permit any person or persona, unauthorized by the Alarm Company, to alter, remove, or tamper with any System equipment and will safeguard said equipment against loss and damage during the term of this agreement. The Subscriber shall not permit any device, contrivance or apparatus, to be attached to the lines, wires, Instruments or equipment at such System, except by the authorized agents of the Alarm Company, without the written permission of the Alarm Company.

The Subscriber authorizes and directs the Alarm Company, as Its agent, to use its full discretion In determining or causing the arrest of any person or persons on or around the premises unauthorized by the Subscriber to enter the premises of the Subscriber during the scheduled Closed period and to hold such person or persona until released by the Subscriber or his known representative.

**LIMITATION OF LIABILITY** It is understood and agreed: That the Alarm Company or its agents, assigns, employees, or independent contractors providing portions of the services for the Subscriber (including, but not limited to, signal carriers, telephone companies, municipal agencies, answering services, etc.), all hereinafter referred to as "Others", are not an Insurer; that insurance, If any, shall be obtained by the Subscriber; that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the Subscriber's property or the property of others located on the Subscriber's premises: that the Alarm Company and Others make no guarantee or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences there from which the System or service is designed to detect or avert. The Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the Alarm Company or Others' active or passive negligence, or from a failure to perform any of the obligations herein, or the failure of the System to properly operate with resulting loss to the Subscriber because of among other things:

- (a) The uncertain amount or value of the Subscriber's property Or the property of others kept on the premises which may be loaf, stolen, destroyed, damaged or otherwise affected by occurrences which the System or service Is designed to detect or avert;
- (b) The uncertainty of the response time of any police or fire department, should the police or fire department be dispatched as a result of a signal being received or an audible device sounding;
- (c) The inability to ascertain what portion, If any, of any loss which would be proximately caused by the Alarm Company or Others' failure to perform or by failure of Its equipment to operate;
- (d) The nature, of the service to be performed by the Alarm Company and Others.

The Subscriber understands and agrees that if the Alarm Company or Others should be found liable for personal injury or property loss or damage due from a failure of the Alarm Company or Others to perform any of the obligations herein, including but not limited to installation, repair service, monitoring or service or the failure of the System or equipment in any respect whatsoever, the Alarm Company or Others' liability shall be limited to a sum equal to the total of six (6) monthly payments or Two Hundred Fifty (\$250.00) Dollars, whichever is the greater, and this liability shall be exclusive; and that the provision of this Section shall apply If loss or damage, irrespective of cause or origin, results directly or indirectly to, persons or persons or property, from performance or non-performance of the obligations imposed by this contract, or from negligence, active or or otherwise, of the Alarm Company or Others. No suit or action shall be brought against the Alarm Company more than one (1) year after the accrual of the cause of action therefore.

In the event that the Subscriber wishes the Alarm Company or Others to assume greater liability, the Subscriber may, as matter of right, obtain from the Alarm Company a higher limit by paying an additional amount proportioned to the increase in damages, but such additional obligation shall in no way be interpreted to hold the Alarm Company or Others as Insurers. This limitation of liability covers all of the Alarm Company equipment and services at all Subscriber locations.

**INDEMNIFICATION** When the Subscriber ordinarily has the property of others in his custody, or the System extends to protect the other persons or the property of others, the Subscriber agrees to and shall indemnify, save, defend and hold harmless the Alarm Company and Others for and against all claims brought by parties other than the parties to this Agreement. This provision shall apply to all claims regardless of cause. Including the Alarm Company or Others' performance or failure to perform and including detects In products design, installation, repair service, monitoring, operation or non-operation of the System, whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification or strict or product liability, on the part of the Alarm Company or Others; but this provision shall not apply to claim, for lose or damage solely and directly caused by an employee of the Alarm Company or Others while on the Subscriber's premises. The Subscriber agrees to indemnify the

Alarm Company against, defend and hold the Alarm Company harmless from any action for subrogation which may be brought against the Alarm Company by any insurer or Insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney's fees.

All verbal or written communication between the parties which occurred prior to the date of this Agreement are merged into the terms of this Agreement and the entire Agreement of the parties is expressed herein above and no verbal understanding or agreement shall alter, change or modify the terms and provisions of this Agreement. The Subscriber is not relying on any advice or advertisement of the Alarm Company. In the event that any provision of this Agreement is found to be unenforceable, all other terms shall remain in full force and effect. It is understood and agreed that if there is any conflict between this Agreement and the Subscribers' purchase order, or any other document, this Agreement will govern whether such purchase order or other document is executed prior or subsequent to this Agreement. The Alarm Company may assign this Agreement without prior notice or consent of the Subscriber, however, the Subscriber may not assign this Agreement unless such assignment shall be consented to in writing by the Alarm Company.

The parties agree that this contract is executed and becomes in full force and effect only upon an officer of the Alarm Company signing a copy of the Agreement and that the contract is executed in Warren County, New York. The parties further agree that venue shall be proper in Warren County, New York should any portion of this contract have to be legally enforced.

If the Subscriber moves its residence or place of business, then the Subscriber is entitled to alarm service at this new location upon the payment of reasonable costs incurred in transferring the Alarm System to the new location. In addition, the Subscriber agrees to be liable for any increase in monthly charges occasioned by such a move. The remaining terms of the Agreement will remain in full force and effect and the Subscriber will continue to be liable for the remaining period under the terms of this Security Service Agreement.