

CENTRAL SECURITY COMMUNICATIONS, INC – EMERGENCY DATA/Monitoring Contract

**** MUST BE PRINTED OR TYPED ****

New
Update
Date _____

Receiver Line Number / Account Number : _____ / _____

Contractor Name: _____

Contractor Number: _____

RESIDENCE / BUSINESS NAME: _____ Date: _____

ADDRESS: _____ (Last) (First)

City: _____ State: _____ Zip: _____ Phone (_____) _____

Call Waiting Yes _____ No _____ Voice Mail Yes _____ No _____

FALSE ALARM CODE (UP TO 10 LETTERS) _____ 2nd Phone (_____) _____

----- 3rd Phone (_____) _____

Telephone Number Dialer Calls From _____ **FORMAT TYPE** _____

Timer Test No _____ Yes _____ Daily _____ Weekly _____ Monthly _____

NOTIFICATION INFORMATION

AUTHORITY NAME *Area Code + Phone Number* **PERMIT # (IF REQUIRED)**
Police Dept. _____
Fire Dept. _____
Other _____ **Permit Valid** Yes _____ No _____

Authorized Individual To Be Notified – Be Specific, work, home or cell number, hours to be notified

Name	<i>Area Code + Phone Number</i>	Name	<i>Area Code + Phone Number</i>
1 _____	_____	9 _____	_____
2 _____	_____	10 _____	_____
3 _____	_____	11 _____	_____
4 _____	_____	12 _____	_____
5 _____	_____	13 _____	_____
6 _____	_____	14 _____	_____
7 _____	_____	15 _____	_____
8 _____	_____	16 _____	_____

CONTRACTOR'S SIGNATURE _____ CUSTOMER SIGNATURE _____

PLEASE NOTE: ANY CHANGES MUST BE MADE IN WRITING TO CENTRAL SECURITY COMMUNICATIONS, INC.

BY SIGNING THIS EMERGENCY NOTIFICATION, CUSTOMER AGREES TO THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE

CENTRAL SECURITY COMMUNICATIONS, INC.
TERMS OF ALARM MONITORING SERVICE CONTRACT

1. The customer understands that the Company is in the business of providing telephonic monitoring services for customers who have electro-protective systems at their places of business, homes, etc. The customer understands that the Company must know and have on record basic information about the customer's 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.

2. Subscriber hereby represents that it has contracted, or is about to contract, with Installer for the installation of a protective system at premises owned or occupied by Subscriber and in connection with such installation has also requested monitoring service of said system. Installer and Subscriber have entered into an agreement whereby the Installer will provide monitoring services for the Subscriber consisting of the following:

- (a) direct call response by experienced operators to an emergency condition until proper authorities are notified;
- (b) direct call response until a station designated by Subscriber is notified;
- (c) notification to the Installer that an alarm condition has occurred, if requested;
- (d) such other services as may be agreed upon by the parties.

3. The parties agree that the Company's sole obligation under this agreement shall be to monitor signals received from the protective system located on Subscriber's premises. 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 person or persons whose names and telephone numbers are provided to the Company by Subscriber, unless there is reason to assume that an emergency condition does not exist.

4. This agreement shall continue for as long as the Installer contracts with the Company for the performance of monitoring services for Subscriber. In the event that Installer notifies the Company of its termination of service for Subscriber for any reason, or in the event that the Installer fails or refuses to make payment for services furnished, or to be furnished, to the Subscriber, the Company will give the Subscriber at least fifteen (15) days notice of termination of such services to the Subscriber and, upon giving such notice, this agreement and all the Company's responsibilities hereunder shall come to an end as of the date fixed in such notice. This agreement may also be suspended, at the Company's option, should the protective equipment or the premises of Subscriber become so substantially disabled or damaged that further service is impracticable, or if the rendering of such service is not possible by reason of strike, riots, floods, fires, interruption of telephone communication service, acts of God, or any other cause beyond the control of the Company.

5. The customer understands that the Company's only obligation is to monitor signals from the customer's electro-protective system and respond to the signals when received. The Company will make every reasonable effort to notify the telephone numbers of authorities whose numbers or names are written in the Notification part of this contract.

6. The customer agrees to use its electro-protective system each and every time there will not be a person at the customer's premises to inspect 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 the Company when the system is not working.

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

8. 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 corrected. If the Company elects to suspend its obligations, it will first notify the customer of the suspension.

9. Customer understands that the signals from the electro-protective system which the Company will monitor are transmitted over normal telephone lines to the Company. Customer also understands that the Company cannot be responsible for any monitoring during periods when either customer's or the Company's telephone lines are not working, or under any condition which would make it impossible to send a normal telephone call from the customer's premises to the Company's place of business.

10. The Company can also not be responsible for losses or damages suffered by a customer caused by:

- (a) Defects or deficiencies in the electro-protective system owned by the customer.
- (b) Delay in response time or failure to respond by any person or authority notified by the Company according to customer's instructions in this contract.

11. It is also understood that although the Company is being paid to monitor a system designed to reduce certain risks of loss or damage, the Company cannot guarantee that loss or damage will not occur. The Company is not an insurer against loss or damage. All insurance arrangements to cover loss or damage must be made separately by the customer.

12. The Company shall not be responsible for any fees, charges, or assessments imposed by any governmental authority or other persons in connection with false alarms from any equipment located at any End User's premises.

13. By agreeing to monitor the customer's electro-protective system, the Company does not make any promise or representation, or express or implied warranty, that the customer's system is fit for the protection service the customer intends, nor that the protective services will in all cases provide for the protection intended.

14. It is understood and agreed by the parties hereto that Company is not an insurer and that insurance, if any, covering personal injury and property loss or damage on Subscriber's premises shall be obtained by the Subscriber; that the Company is being paid to monitor a system designed to reduce certain risks of loss and that the amounts being charged by the Company are not sufficient to guarantee that no loss will occur; that the Company is not assuming responsibility for any losses which may occur even if due to Company's negligent performance or failure to perform any obligation under this agreement. The Company does not make any representation or warranty, including any implied warranty or merchantability or fitness, that the system installed by the Installer or service supplied by the Company may not be compromised, or that the services will in all cases provide the protection for which it is intended.

Since it is impractical and extremely difficult to fix actual damages which may arise due to the failure of services provided, if, notwithstanding the above provisions, there should arise any liability on the part of the Company, such liability shall be limited to an amount equal to one-half the annual service charge provided in any agreement between the Installer and the Subscriber or \$250, whichever is greater. This sum shall be complete and exclusive and shall be paid and received as liquidated damages and not as a penalty.

15. Subscriber agrees to and shall indemnify and save harmless the Company, its employees and agents, for and against all third party claims, lawsuits and losses alleged to be caused by Company's performance or failure to perform its obligations under this agreement.

16. The customer may not assign his interest under this contract without written consent of the Company.

17. This agreement is to be governed by the laws of Colorado.

18. Any notices required to be given by each of the parties to this contract to the other must be in writing and mailed by certified mail, return receipt requested, addressed to the Company.

19. This agreement contains the entire understanding between the parties and only representations contained here are binding on the parties. This agreement may only be changed by an agreement in writing signed by the parties, and not orally.

20. This agreement is only valid if it is signed by an approved agent of the Company. Only representations contained in this writing are binding on the Company.

21. This agreement is valid until cancelled in writing by either party.