

## **TERMS OF SERVICE: One Year Monitoring Agreement**

**Alarm Relay Inc.**  
**a Watchlight Corporation company**  
**111 South Marshall Avenue**  
**El Cajon, CA 92020**

**This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Alarm Relay Inc. herein referred to as “COMPANY”, and \_\_\_\_\_, here-in-after referred to as “Subscriber.”**

This is an agreement between you ("Subscriber") and Alarm Relay, ("COMPANY"), for the purpose of providing monitoring of the security alarm system you already own at the address supplied by you. "You" and "yours" refer to "Subscriber" and "we", "us" and "our" refer to "COMPANY". You understand that "monitoring service," means only that COMPANY will react to signals received by us from the security alarm system you already have at your premises.

1. Service will commence when COMPANY at its monitoring center has received test signals from your premises and both COMPANY and Subscriber agree that such signals have been satisfactorily transmitted and received. COMPANY will bill Subscriber's credit card for the first year of monitoring (\$107.40) and a one-time set up fee (\$35.00). This agreement shall automatically renew each year until COMPANY or Subscriber indicates termination via Email or in writing. Subscriber may terminate this agreement at the end of one year by notifying COMPANY, 30 days in advance of cancellation, via Email, Fax, or US Mail.
2. Subscriber understands that COMPANY agrees to monitor a security system owned by Subscriber and not installed by or designed by COMPANY. COMPANY makes no representation as to suitability or condition of Subscriber's system.
3. COMPANY assumes no responsibility whatsoever for the maintenance, operation or non-operation, actuation or non-actuation, of your existing equipment. COMPANY reserves the right to terminate service under this Agreement in the event your existing equipment is not in good operating condition and COMPANY will not be liable for any damages or penalties as a result of termination under those circumstances.
4. Subscriber acknowledges that if COMPANY utilizes a digital communicator for the purposes of sending alarm signals from Subscriber's premises to COMPANY'S Central Station, that the signals from Subscriber's alarm system are sent over Subscriber's regular telephone service to COMPANY'S Central Station, and in the event Subscriber's telephone service is out of order, disconnected, placed on vacation or otherwise interrupted, signals from Subscriber's alarm system will not be received in COMPANY'S Central Station during any such interruption and the interruption will not be known to COMPANY. Subscriber further acknowledges and agrees that signals are sent over

telephone COMPANY lines, which are wholly beyond the control and jurisdiction of COMPANY and are maintained and serviced by the applicable telephone provider.

5. COMPANY encourages its Subscribers to carry adequate insurance to safeguard their valuables. Adequate insurance would compensate Subscriber's losses including but not limited to losses due to burglary, hold up and fire in case of transmission problems due to severance of telephone lines or due to development of shorts or grounds, which may affect the system and the transmission of signals to COMPANY'S Central Station. Electronic alarm systems are not foolproof. They do not replace insurance.

ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES. ANY QUESTIONS CONCERNING AN ALARM COMPANY OPERATOR MAY BE REFERRED TO THE CHIEF, BUREAU OF SECURITY AND INVESTIGATIVE SERVICES, 401 S STREET, SACRAMENTO, CALIFORNIA 95814.

6. COMPANY makes no express or implied warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability or its fitness for any particular use.

7. Subscriber agrees to carefully and properly test and set system daily, including walk test if movement detection devices are installed, and will notify COMPANY promptly on any operating defect.

8. A reconnect charge is to be paid by Subscriber if alarm is cut off because of a past due balance and Subscriber desires it reconnected. Subscriber is to receive no credit if system is temporarily cut off or out of service for any reason.

9. COMPANY IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY: It is understood and agreed: That COMPANY is not an insurer: that insurance, if any, shall be obtained by the Subscriber: that the payments provided herein are based solely on the value of the services set forth herein and are unrelated to the value of the Subscriber's property or the property of others located on Subscriber's premises; that COMPANY makes no guaranty or warranty, including any implied warranty of merchantability of 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. Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, or the failure of the system to properly operate with resulting loss to Subscriber because of, among other things:

a. The uncertain amount or value of Subscriber's property or the property of others kept on the premises which may be lost, 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 they be dispatched as a result of a signal from or at premises;
- c. The inability to ascertain what portion, if any, of any loss would be proximately caused by COMPANY'S failure to perform or by its equipment to operate;
- d. The nature of the service to be performed by COMPANY.

10. Subscriber understands and agrees that if COMPANY should be found liable for loss or damage due to failure of COMPANY to perform any of the obligations herein, including but not limited to installation, maintenance, monitoring or service, or the failure of the system or equipment in any respect whatsoever, COMPANY'S liability shall be limited to a sum equal to the total of Two Hundred Fifty (\$250.00) Dollars as liquidated damages and not as a penalty and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause of origin, results directly or indirectly to persons or property, from performance or non-performance of the obligations imposed by this contract, or from negligence, active or otherwise, of COMPANY, its agents, assigns or employees.

11. Cost of unnecessary service or false alarm calls by Subscriber to be borne by Subscriber. If excessive false alarms are caused by carelessness, malicious, or unintended use of the alarm system, COMPANY may, at its sole discretion, deem same to be a material breach of contract on part of Subscriber and may be excused from further performance. Subscriber agrees to eliminate conditions or factors interfering with the proper operation of installed devices or which may cause false alarms.

12. In the event of an alarm signal from premises, COMPANY agrees to transmit it to local police, fire department or persons designated by Subscriber. Subscriber hereby authorizes COMPANY, at COMPANY'S discretion, to cause the arrest of anyone found on the premises without authority to enter and cause him to be held until released by Subscriber or his representative. In the event local authorities refuse to respond to an alarm signal at the premises, Alarm Relay will notify Subscriber. Alarm Relay attempt to reach Subscriber until an approved member of the call list is contacted. In the event we cannot reach an approved member of the call list, leaving a voice mail or recorded message constitutes sufficient notification by COMPANY to Subscriber

14. COMPANY is to be kept informed in writing by Subscriber of his daily and holiday opening and closing schedule, if applicable, and of all persons authorized to enter premises during his closed hours or who may be called in the event of an alarm signal from or at premises. Subscriber hereby authorizes COMPANY to manually or automatically disconnect system, if so ordered by a public official or regulation or for nuisance or electrical reasons or if COMPANY is unable to notify Subscriber at emergency number listed or if Subscriber declines, or fails to arrive at premises within 30 minutes after notification. Subscriber agrees to hold COMPANY harmless and to indemnify COMPANY for any loss or liability that may result from turning off of the system.

15. INCREASE IN OPERATING EXPENSES:

COMPANY shall have the right, at renewal of service, to increase the monthly charges provided herein, to reflect any additional taxes, licenses, permits, fees or charges which hereafter may be imposed on COMPANY by any utility or governmental agency relating to the service provided under the terms of the Agreement and Subscriber agrees to pay the same.

16. INVALID PROVISIONS

If any terms or provisions of this Agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

17. COMPANY assumes no liability for failure to perform because of labor trouble, riots, floods, acts of God, or any catastrophe or condition beyond its control and is not required to perform service while any such condition exists. COMPANY shall have the right to cancel an existing agreement without or with notice in the event the telephone COMPANY discontinues certain grades of telephone lines, or if Subscriber's premises including telephone lines or COMPANY'S Central Station should be destroyed by fire or any calamity.

18. This agreement is not assignable by Subscriber without written consent of COMPANY. COMPANY shall have the right to assign this agreement or subcontract any of the services it may perform. There are no verbal understandings changing or modifying this agreement.

Customer Signature

Print Name: \_\_\_\_\_

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

(Alarm Relay Use Only Beyond This Point)

By: \_\_\_\_\_

Approved  
ACO-5603