

**alltronics systems, ltd.**  
Security System Monitoring Agreement

PO Box 181  
Royal Oak, Michigan 48068  
(248)544-8642 (248)544-9180 Fax

Subscriber's Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_  
Account #: \_\_\_\_\_ Date: \_\_\_\_\_

I have read and understood the following:

The subscriber acknowledges that digital dialers do not provide telephone line security and that if for any reason their telephone line(s) is not working, Alltronics Systems, Ltd. may not receive signals from their security system. Subscriber also agrees that VOIP telephone communications are not guaranteed to work with alarm system

AGREEMENT TERMINOLOGY
Alltronics Systems, Ltd. Will hereinafter be referred to as Company and the Subscriber Name written above will hereinafter be referred to as Subscriber
RIGHT TO CANCEL
You may cancel this transaction, without penalty or obligation, within three (3) business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten (10) business days following receipt of your cancellation notice by the Company.
TERMS AND CONDITIONS
<p><b>1. LIMITATION OF LIABILITY</b> It is understood and agreed by and between the parties hereto that Company is not an insurer. Insurance, if any, will be obtained by the Subscriber. Charges are based solely upon value of the services provided for and are unrelated to the value of the Subscriber's property or the property of others located in the Subscriber's premises. The amounts payable by the Subscriber are not sufficient to warrant Company assuming any risk of consequential or other damages to Subscriber due to Company's negligence or failure to perform, including, but not limited to loss or damage which may be occasioned by or be caused by the improper working of any equipment or connecting circuit or by or because of the failure of an alarm to be received at the central station, or by or because of any delay in dispatching an agent to the premises to investigate an alarm. Subscriber does desire this contract to provide for the liability of Company, and Subscriber agrees that Company shall not be liable for loss or damage due directly, or indirectly to any occurrence of consequences there from, which the service is designed to detect or avert.</p> <p><b>2. LIQUIDATED DAMAGES</b> The parties agree Company has no liability in the event of a break-in and resulting loss because of the nature of the services that can be provided and current technology. To the extent the Company is found to have any liability despite the immediately preceding paragraph, the parties agree that Company's liability, whether sounding in contract, tort, or otherwise, shall be limited as provided herein. From the nature of the services to be performed, it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result on the part of the Company to perform any of its obligations herein, or the failure of the system to properly operate with the resulting loss to Subscriber. If Company shall be found liable for loss or damage due to failure on the part of Company or its system, in any respect, this liability shall be limited to an amount equal to the aggregate of six (6) monthly payments, or the sum of \$250.00, whichever sum shall be less, as liquidated damages and not as penalty, and this liability shall be exclusive. The provisions of this paragraph shall apply in the event of loss or damage, irrespective of cause or origin, resulting directly or indirectly to person or property from the performance or nonperformance of the obligations set forth by the terms of this contract or from negligence, active or otherwise, of Company, its agents or employees.</p> <p><b>3. DISCLAIMER OF WARRANTY</b> COMPANY REPRESENTS THAT THE ALARM SYSTEM INSTALLED PURSUANT TO THE TERMS OF THIS AGREEMENT IS ONLY A DETERRENT AND COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM MAY BE COMPROMISED OR CIRCUMVENTED; THAT THE SYSTEM PREVENT ANY LOSS BY BURGLARY, HOLD-UP, FIRE, OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. SUBSCRIBER ACKNOWLEDGES THAT COMPANY IS NOT AN INSURER. SUBSCRIBER ASSUMES ALL RISK FOR LOSS OR DAMAGE TO SUBSCRIBER'S PREMISES AND PROPERTY AND ANY OTHER PARTIES' PROPERTY STORED ON SUBSCRIBER'S PREMISES. COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS SUBSCRIBER RELIED ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, EXCEPT, AS SET FORTH HEREIN, AND SUBSCRIBER ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND PARTICULARLY PARAGRAPH 1 OF THIS AGREEMENT WHICH SETS FORTH COMPANY'S MAXIMUM LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO THE SUBSCRIBER. FURTHER, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE, EITHER EXPRESS OR IMPLIED.</p> <p><b>4. AUTHORIZED PERSONNEL</b> Subscriber shall furnish to Company a list of the names of any and all persons who shall have passcodes to enter the premises of Subscriber between the regularly scheduled time for closing and opening the premises and who may be upon for a key to enter the premises of the Subscriber during such periods. Subscriber shall immediately notify Company, in writing, of any changes in said list.</p> <p><b>5. SUBSCRIBER TO TEST SYSTEM</b> Subscriber agrees to carefully and properly set and test alarm system immediately prior the closing of premises.</p> <p><b>6. CHANGES/ALTERATIONS TO SYSTEM</b> Any changes or alterations to the system which shall be made at the request of Subscriber or recommendation of Company, shall be at the expense of Subscriber. Subscriber shall not be excused from any performance under this agreement for failing to make any change or alteration recommended by any authorized representative of Company.</p> <p><b>7. ERRORS IN INSTALLATION</b> An error or omission in construction or installation of the system must be called to the attention of Company in writing within thirty (30) days after completion of installation. Upon expiration of said (30) day period, the installation shall be considered accepted by Subscriber.</p> <p><b>8. MATERIALS AND LABOR</b> Subscriber agrees that it shall not be excused from performance under this agreement as a result of Company's shortage of parts or labor for any reason.</p> <p><b>9. EXCLUSIVE LIMITED WARRANTY OF SYSTEMS</b> Any part of the system and wiring installed under this agreement which proves to defective in material or workmanship within 1 year of the date of completion of installation will be repaired or replaced at Company's option with a new or functionally operable part. Labor and parts required to replace or repair such defective components or to make mechanical adjustments to the system will be free of charge 90 days following the completion of original installation. The warranty printed above does not apply to the conditions listed below and in the event Subscriber calls Company for service under the warranty and upon inspection by Company representative it is found that one of these conditions had led to the inoperability of the system, a charge will be made for the service call of Company representative whether or not they actually work on the system. Should it be actually be necessary to make repairs to the system due to one of the conditions not covered by warranty, a charge will be made for such work at Company's the applicable rates for labor and parts.</p> <p style="margin-left: 20px;"><b>Conditions Not Covered By Warranty</b> Damage resulting from accidents, acts of God, alteration, misuse, tampering and abuse. Failure of Subscriber to properly close or secure a door, window, or other point protected by a burglar alarm device. Failure of Subscriber to properly follow operation instructions provided by Company at time of installation. Trouble in telephone line. Trouble due to interruption of commercial power.</p> <p>Existing equipment taken over from another alarm company is not covered under warranty. The Subscriber acknowledges responsibility for any charges resulting defective or nonfunctioning equipment or wiring not installed by Company.</p> <p><b>10. LABOR AND PARTS REPLACEMENT WITHOUT WARRANTY</b> After the warranty period, Company will, if requested in writing, provide Subscriber with repair and parts replacement for repair of the equipment at Company's prevailing prices and terms at the time.</p> <p><b>11. REPAIR OF SYSTEM / OPPORTUNITY TO CURE</b> Subscriber agrees to notify Company of any failure to make required repair(s) to said system and confirm same in writing not later than seven (7) days within the occurrence of said failure. Company shall have a reasonable time from receipt of said notice to make required repair(s) to said system. Subscriber shall be deemed to have waived any claim, defense, cause of action, or any right of nonperformance for any failure on Subscriber's parts to provide any notice within the time limits and in the manner as required under this paragraph.</p> <p><b>12. SIGNAL RECEIVING AND NOTIFICATION SERVICE</b> Upon receipt of an alarm signal from the premises of the Subscriber, Company will attempt the following: a) Upon receipt of a burglar alarm signal, and unless otherwise directed by the Subscriber, Company will first attempt to notify Subscriber or their designated agent by phone and in the event Company is unable to notify Subscriber or their designated agent by phone, Company will then attempt to notify the headquarters of the local police authority by phone. b) Upon receipt of a fire signal, and unless otherwise directed by Subscriber, Company will first attempt to notify the headquarters of the local fire department by phone. c) Upon receipt of a hold-up signal, and unless otherwise directed by Subscriber, Company will first attempt to notify the headquarters of the local police authority by phone.</p> <p><b>13. SERVICE CALLS</b> In the event Subscriber shall cause Company to make any service calls which shall be caused by the inadvertent or negligence of the Subscriber, then and in that event Subscriber agrees to pay Company's prevailing rate for each such service call. In the event Subscriber shall cause an excessive number of service calls due to carelessness of Subscriber or the negligent or accidental use of the alarm system, or in the event Subscriber shall in any manner misuse or abuse the system, it shall constitute a material breach of contract on the part of Subscriber and Company may, at its option, in addition to all other legal remedies, be excused from further performance upon giving of ten (10) days notice to Subscriber in writing. Company's excuse from performance will not affect Company's right to recover damages from Subscriber as provided under this agreement. In the event a fine, penalty, or fee shall be assessed against Company by any governmental or municipal agency as a result of any alarm originating from the premises of Subscriber, Subscriber agrees to reimburse Company for payment of said false alarm fine, penalty, or fee.</p> <p><b>14. FALSE ALARMS</b> Notwithstanding the provisions of paragraph 12, Subscriber agrees Company is not responsible for payment as a result of false alarm charge assessed against Subscriber, nor shall any false alarm irrespective of cause, excuse Subscriber from any performance under the agreement.</p> <p><b>15. DEFAULT</b> In the event of any default on the part of Subscriber, including but not limited to the failure to make any payment as agreed herein, Subscriber agrees to the acceleration of the balance of its contractual obligations pursuant to this contract and to pay 75% of all the unexpired term of this Agreement as lost profit and not as penalty shall become immediately due and payable at the option of Company. In addition, Subscriber agrees to pay Company all sums to which the Company may be entitled under the law by virtue of said default. If suit is instituted by Company for collection, Subscriber agrees to pay Company's reasonable attorney fees and costs. Subscriber agrees that this agreement was executed and/or performed in the same building in which Company has its principal place of business and that the jurisdiction and venue are appropriate in the district and/or circuit court located nearest Company's principal place of business. Subscriber hereby waives any challenge to jurisdiction and/or venue. If Company approves reinstatement of service(s) to Subscriber in lieu of other remedies provided herein, Subscriber must first pay Company's current reinstatement fee, all past due amounts, all costs for installation / re-installation of equipment, three (3) monthly payments in advance, and execute a new "Alltronics Systems, Ltd. Alarm Agreement". Subscriber is to pay the Company's "actual" attorney fees and costs.</p> <p><b>16. DAMAGE TO SUBSCRIBER'S PREMISES</b> In the event Subscriber's premises are destroyed or damaged, or Subscriber moves or goes out of business, Subscriber shall not be relieved of its obligations(s) under the terms of this Agreement.</p> <p><b>17. SUBROGATION</b> Subscriber does hereby for itself and any parties claiming under it, release and discharge Company from and against all hazards covered by Subscriber's insurance, it being expressly understood and agreed that Subscriber shall hold harmless and indemnify Company against any claim for Subrogation by Subscriber's insurance.</p> <p><b>18. DESTRUCTION OF COMPANY'S FACILITY</b> This Agreement may be suspended without notice at the option of Company, in the event Company's Central Station, connecting wires or other equipment are destroyed or are so substantially damaged that it is impractical to continue service, or in the event that Company is unable to secure or retain the connections or privileges necessary for the transmission of signals between Subscriber's premises and Company's Central Station and the public police and departments for any reason whatsoever due to the understood impracticality or possibility of timely notification. In the event of such suspension or termination, Company shall not be liable to Subscriber or subject to any penalty as a result of such termination.</p> <p><b>19. INDEMNIFICATION</b> Subscriber agrees to and shall indemnify and save harmless Company, for and against all third-party claims, lawsuits, and losses alleged to be caused by Company's performance, negligent performance, or failure to perform its obligation under this agreement.</p> <p><b>20. THIRD-PARTY BENEFICIARIES</b> There are no third-party beneficiaries to this Agreement.</p> <p><b>21. CONTRACTUAL PERIOD OF LIMITATIONS</b> Any action or claim by Subscriber against Company must be commenced within one (1) year of the accrual of the action / claim or said action / claim shall be barred.</p> <p><b>22. INVALID PROVISIONS</b> In the event any terms or provisions of this Agreement shall be invalid or unenforceable, all of the remaining terms and provisions shall remain in full force and effect.</p> <p><b>23. DELAY IN INSTALLATION</b> Company assumes no liability for delay in installation of the system or equipment, or for any interruption of monitoring service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service, acts of God or any other cause beyond the control of Company and will not be required to supply monitoring service to Subscriber while interruption of service due to any such cause shall continue.</p> <p><b>24. ASSIGNMENT</b> Company shall have the right to assign this Agreement to any other person, company, corporation, association, or entity without notice to Subscriber.</p> <p><b>25. MODIFICATIONS TO AGREEMENT</b> Company shall have the right to increase or decrease the charges for protective services and maintenance of the system at any time or times after the expiration of one (1) year from the date such system is operative under this Agreement with the understanding that the increase will not exceed 10% per year. This Agreement shall renew itself after the original one (1) year term and for successive periods of like term upon the the same terms and conditions unless either party hereto, by registered mail to the other at least sixty (60) days prior to expiration of the initial term or any succeeding term, gives notice of its intention not to renew this Agreement. Subscriber hereby agrees to pay all taxes which may be levied on the installation and service charges, to pay an additional fee of 1.5% per month on all charges that remain after thirty (30) days, and in addition to any other remedies provided by law or under this Agreement, to pay Company's current charge for insufficient fund checks, stop payment checks, or checks issued pursuant to closed accounts. Subscriber hereby authorizes and empowers Company, its agents or assigns, to install the system in said premises and to make inspections, and to test it. Subscriber shall furnish all necessary electrical currents and outlets at Subscriber's expense.</p> <p><b>26. TAXES</b> The charges forth herein are based upon existing federal, state, and local taxes and utility charges, including but not limited to telephone company line charges. Company shall have the right to increase the monthly charge to reflect any additional taxes, fees, or charges which may hereafter be imposed by any utility or governmental agency relating to the installation or service provided under the terms of this Agreement and Subscriber agrees to pay the same.</p> <p><b>27. FIRE ALARM INSTALLATIONS</b> The Company recommends that the Subscriber install a complete fire protection service in compliance with local, state, and/or federal codes. Any modifications or deviations made at the Subscriber's request will be the sole responsibility of the Subscriber. Installation of a partial fire detection system does not provide complete fire protection.</p> <p><b>28. ADDITIONAL CHARGES</b> The local authorities may require additional equipment, permits, or inspections on behalf of the Subscriber. Subscriber will be responsible for these charges.</p> <p><b>29. SEVERABILITY OF CONTRACTUAL PROVISIONS</b> Subscriber and Company agree that in the event any paragraph(s) found to be unenforceable by a court of law, this shall not affect the enforceability of the remaining terms and conditions of the Agreement which the parties intend to be independently enforceable without regard to the unenforceability of any one provision or paragraph in this Agreement.</p> <p><b>30. COMPLETE AGREEMENT</b> Subscriber and Company agree that this Agreement is a completely integrated agreement containing all the representations, promises and conditions relative to this agreement. The parties agree there are no material representations made by either party other than those expressly set forth in this Agreement and to the extent any pre-agreement discussions took place, any discussions or representations are not binding or enforceable.</p>

Subscriber agrees to pay Company for providing monitoring services \$ \_\_\_\_\_ annually, payable \$ \_\_\_\_\_ Quarterly, in advance during the term of this agreement.

Company: Alltronics Systems, Ltd. \_\_\_\_\_ Subscriber: \_\_\_\_\_

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

Authorized Representative: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

This is a contract. The terms of the agreement is for a period of one (1) year from the date of execution. Company and Subscriber agree there are no verbal understandings changing or modifying any of the terms herein and further that this contract is controlling and supercedes any prior contract(s) between Company and Subscriber. By signing above, I, As Subscriber, personally guarantee any and all sums due and owing to Company. This agreement is not binding on Company unless approved in writing by an authorized representative of the Company in addition to the salesperson or installer.