



MONITORING AGREEMENT

Burglar Alarm License B-08601
 4515 Hudson Bend Rd., Ste. 100, Austin, TX 78734 (512) 302-1181
 Texas Board of Private Investigators and Private Security Agencies,
 P.O. Box 13509, Capitol Station, Austin, Texas 78711 • (512) 463-5545

Customer Name: _____

Address: _____

City, ST, Zip: _____

Residential Commercial Other _____

Burglary Fire Cellular Back-up

Alarm Callback Phone #1 _____ SEIZED #: _____

Email Address: _____

PASSWORD: _____ FORMAT: _____ EQUIP: _____

EMERGENCY CONTACTS: PHONE: RELATIONSHIP:

1 _____

2 _____

3 _____

4 _____

POLICE: _____ FIRE: _____ Map Grid _____

SUBDIVISION: _____ CROSS STREET: _____

SPECIAL INSTRUCTIONS: _____

CENTRAL STATION USE		
Acct #	-	-
Dealer Code	_____	
Date Received	_____	

MONITORING RATES:

Alarm System	\$ _____	+ Tax	Cellular Back-up	\$ _____	+ Tax	3 Year Lease	\$ _____	+ Tax
ZONE:	DESCRIPTION:		ZONE:	DESCRIPTION:				
01	_____		13	_____				
02	_____		14	_____				
03	_____		15	_____				
04	_____		16	_____				
05	_____		17	_____				
06	_____		18	_____				
07	_____		19	_____				
08	_____		20	_____				
09	_____		21	_____				
10	_____		22	_____				
11	_____		23	_____				
12	_____		24	_____				

(A) RECEIPT OF COPY(S): Subscriber acknowledges receipt of copy of this Agreement; and notification of required Alarm Permit (if any). (See Par. 15)

(B) COMPANY'S LIABILITY: DISCLAIMER OF WARRANTIES: 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. COMPANY DOES NOT REPRESENT NOR WARRANT THAT THE ALARM SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLD UP, FIRE OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE DETECTION FOR WHICH IT IS INTENDED. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT COMPANY IS NOT AN INSURER; THAT SUBSCRIBER ASSUMES ALL RISK OF LOSS OR DAMAGE TO SUBSCRIBER'S PREMISES OR THE CONTENTS THEREOF; THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY COMPANY SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THAT SUBSCRIBER IS NOT RELYING ON COMPANY'S SKILL OR JUDGEMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE; THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT HEREOF. SUBSCRIBER UNDERSTANDS AND AGREES THAT IF COMPANY SHOULD BE FOUND LIABLE FOR LOSS OR DAMAGE DUE FROM 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 TEN (10%) PERCENT OF THE ANNUAL SERVICE CHARGE OR FIVE HUNDRED (\$500.00) DOLLARS, WHICHEVER IS GREATER, AS LIQUIDATED DAMAGES, NOT AS A PENALTY; AND THIS LIABILITY SHALL BE EXCLUSIVE; AND THE PROVISIONS OF THIS SECTION SHALL APPLY TO LOSS OR DAMAGE, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY, FROM PERFORMANCE OR NONPERFORMANCE OF THE OBLIGATIONS IMPOSED BY THIS AGREEMENT, OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF THE COMPANY, ITS AGENTS, ASSIGNS, OR EMPLOYEES. IF SUBSCRIBER WISHES COMPANY TO ASSUME A LIMITED LIABILITY IN LIEU OF THE LIQUIDATED DAMAGES AS HEREIN ABOVE SET FORTH, SUBSCRIBER MAY OBTAIN FROM COMPANY A LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO COMPANY. IF SUBSCRIBER ELECTS TO EXERCISE THIS OPTION, A RIDER SHALL BE ATTACHED TO THIS AGREEMENT SETTING FORTH THE TERMS, CONDITIONS, AND AMOUNT OF LIMITED LIABILITY, AND THE ADDITIONAL MONTHLY CHARGE; SUCH RIDER AND ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD COMPANY AS AN INSURER. SUBSCRIBER HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPHS 10 AND 11 WHICH FURTHER SET FORTH COMPANY'S LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO SUBSCRIBER OR ANYONE ELSE. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT IN THE EVENT OF THE TERMINATION OF PART OR ALL OF THIS AGREEMENT, THAT ALL OF SUBSCRIBER'S DUTIES AND OBLIGATIONS HEREIN WILL SURVIVE.

THIS PARAGRAPH APPLIES ONLY TO RESIDENTIAL SUBSCRIBERS

YOU THE SUBSCRIBER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

Customer signature: _____ Date _____

3 Year Lease

Authorized Representative of Company _____ Customer Signature: _____ Date _____

This Agreement shall not be binding upon Company unless approved in writing by a representative of the company. No person has any authority to bind Company in any manner whatsoever unless approved in writing by a representative of Company. The terms and conditions contained on the reverse side of this Agreement are incorporated herein and by reference are made a part hereof. Company shall have the right but not the obligation, of collecting and/or reporting to one or more credit reporting agencies relevant information pursuant to this Agreement.

Top Original, Company - Bottom Copy, Subscriber

ALL HEADINGS INCORPORATED HEREIN ARE FOR INFORMATION PURPOSES ONLY AND ARE NOT INTENDED TO, AND WILL NOT AFFECT ANY LEGAL INTERPRETATION OF THE TERMS HEREIN.

1. **AUTHORIZED PERSONNEL:** Subscriber agrees to furnish to Company forthwith a list of the names, titles, addresses and phone numbers of all persons authorized to enter the premises of Subscriber. Such persons shall be supplied by Company with a code number or word. Subscriber agrees to furnish to Company forthwith an authorized daily and holiday opening and closing schedule in writing, if commercial. All changes, revisions and modifications to the above shall be supplied to Company, in writing.

2. **OFF-PREMISES MONITORED ALARMS:** Company, upon receipt of an alarm signal from the Subscriber's premises, shall make every reasonable effort to transmit the alarm promptly to the headquarters of the police, guard or the fire department having jurisdiction, unless there is just cause to assume that an emergency condition does not exist, and then Company shall make a reasonable effort to notify the Subscriber or his designated representative by telephone, unless instructed to do otherwise by the Subscriber, in writing.

3. **SUBSCRIBER'S RESPONSIBILITY:** Subscriber shall carefully and properly set the system immediately prior to the closing of the premises and carefully test the system daily during the term of this Agreement. In the event any defect in the operation of the system develops, Subscriber shall notify Company and Company will repair such defective condition as soon as reasonably possible after receipt of notice from Subscriber. Subscriber agrees prior to setting the system for closed periods to test motion detectors, door/window switch, hold-up switch, sounder, capacitance device, smoke-heat detector, or any other electronic equipment included in the design of the security system, according to procedures prescribed by Company; to notify Company promptly in the event such equipment fails to respond to any such test; and at Subscriber's sole cost inspect and replace as needed all batteries in wireless transmitters, wireless hold-up/money clips, etc. In addition, Subscriber agrees to operate the system according to the current procedure prescribed by Company. Subscriber agrees to notify Company promptly in the event Subscriber needs additional instruction on testing or use of equipment.

4. **DISTURBING CONDITIONS:** Where any device or equipment is supplied, including but not limited to space detection, which is affected by turbulence of air or other disturbing conditions, Subscriber agrees to turn off or remove all things, animate or inanimate, including but not limited to all force heaters, air conditioners, animated display signs, animals, coverings of chemical vats, compressors and any other source of air turbulence or movement which may interfere with the effectiveness of the system, while system is operating. Subscriber also agrees to exterminate premises, to keep premises free from rodents, and insects, or otherwise that might affect the operation of the system.

5. **POWER FAILURE:** In the event of power failure or other interruption at Subscriber's premise, Subscriber shall immediately notify Company. Subscriber also agrees to supply 120 volt AC power, uninterrupted, to any device in the system that requires such electrical power.

6. **FALSE REPORT:** In the event Subscriber shall cause an excessive number of false alarms through the carelessness, malicious or accidental use of the system, or in the event Subscriber shall in any manner misuse or abuse the alarm system, it shall constitute a material breach of contract on the part of the Subscriber and Company may at its option, in addition to all other legal remedies, be excused from further performance upon the giving of ten (10) days notice to Subscriber. Company's excuse from performance will not affect Company's right to recover damages from Subscriber. In the event a fine, penalty or fee shall be assessed against Company by any governmental agency as a result of any false alarm originating from Subscriber's premises, Subscriber agrees to reimburse Company for payment of the said false alarm fine, penalty or fee. In the event Company shall dispatch an agent to respond to a false alarm originating from Subscriber's premises, where Subscriber intentionally, knowingly, or negligently activates the alarm system and no emergency condition exists, then and in that event, Subscriber is to pay Company the sum of minimum applicable hourly rate at the time of the false report.

7. **LENGTH OF CONTRACT:** Contract shall be for 3 years and automatically renew for the term of the original agreement, unless notified in writing thirty (30) days prior to renewal date.

8. **EARLY TERMINATION:** If the subscriber terminates service prior to the payment term, whether they own the security equipment or are leasing it, the subscriber will be responsible for 75% of the remaining balance of the payment term.

9. **DEFAULT OR TERMINATION:** Inasmuch as the breach of this Agreement by Subscriber will cause a serious and substantial damage to Company, and because it will be difficult if not impossible to prove the amount of such damage, Subscriber agrees that in case of breach of the Agreement by Subscriber's failure to pay Company as agreed herein, or any service charge for service rendered by Company to Subscriber that was not a part of this Agreement for repair or service of the system, the Company will have the option to terminate service without terminating the contract, and in the event of termination of service for Subscriber's failure to pay, Subscriber will immediately pay to Company all accrued charges incurred prior to the date of termination, together with an additional amount equal to seventy-five (75%) percent of the remaining payments which Subscriber would have been obligated to pay from the date of termination until the end of the existing Agreement term as liquidated damages, not as a penalty. In addition, in the event of any default of whatever nature by Subscriber, or upon expiration of the Agreement or any renewal term thereof, Subscriber consents to Company entering any premises where the property of Company may be located for the purpose of removing all or part of the equipment belonging to Company, and Subscriber agrees to pay Company all accrued charges incurred prior to the date of termination, together with all sums to which Company may be entitled to under the law by virtue of said default. Removal of the equipment or other items by Company shall not constitute a breach by Company of this Agreement or a waiver of Company's right to damages to which it may be entitled under the terms of this Agreement or other provisions of law.

10. **SUSPENSION OR CANCELLATION OF THIS AGREEMENT:** This Agreement will be suspended, upon the occurrence of any such event, without liability or penalty, in the event the Company's Central Station, connecting wires, radio repeater/tower, or other equipment are destroyed by fire, other catastrophe or by any other means, or is so substantially damaged that it is impractical to continue service; or in the event that Company is unable to either secure or retain the connections, licenses, or privileges necessary for the transmission of signals between Subscriber's premises and Company's Central Station or between the Public Police, Guard and Fire Departments, or for any other reason whatsoever. Company, at its option, may reinstate or cancel this Agreement.

11. **COMPANY'S OBLIGATION:** Company's obligation hereunder relates solely to the servicing of the specified system and Company is not obligated to maintain, repair, or to assure operation of the property, or any devices of the Subscriber or of others to which Company's system may be attached, nor to repair or redecorate any portion of the Subscriber's premises upon removal of all or part of Company's system.

12. **COMPANY IS NOT AN INSURER; LIQUIDATED DAMAGES:** IT IS UNDERSTOOD AND AGREED: COMPANY IS NOT AN INSURER; THAT INSURANCE, IF ANY, SHALL BE OBTAINED BY 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 SUBSCRIBER'S PREMISES OR PROPERTY OR THE PROPERTY OF OTHERS LOCATED ON THE PREMISES; THAT COMPANY MAKES NO GUARANTEE OR WARRANTY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE THAT THE EQUIPMENT, INSTALLATION OR SERVICES SUPPLIED WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM 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, INCLUDING BUT NOT LIMITED TO INSTALLATION, MAINTENANCE, SERVICE, OR MONITORING, OR THE FAILURE OF SYSTEM TO PROPERLY OPERATE WITH RESULTING LOSS TO SUBSCRIBER BECAUSE OF AMONG OTHER THINGS:

- THE UNCERTAIN AMOUNT OF VALUE OF SUBSCRIBER'S PREMISES, OR 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;
- THE UNCERTAINTY OF THE RESPONSE TIME OF ANY POLICE, GUARD, OR FIRE DEPARTMENT, SHOULD THE POLICE, GUARD, OR THE FIRE DEPARTMENT BE DISPATCHED AS A RESULT OF A SIGNAL BEING RECEIVED OR AN AUDIBLE DEVICE SOUNDING.
- 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;
- THE NATURE OF THE SERVICE TO BE PERFORMED BY THE COMPANY.

SUBSCRIBER AGREES THAT DAMAGES (IF ANY) WILL BE FIXED AS HEREIN SPECIFIED IN SECTION "B" ON THE REVERSE SIDE OF THIS AGREEMENT. SUBSCRIBER UNDERSTANDS AND AGREES THAT THE SERVICES RENDERED BY COMPANY ARE PROFESSIONAL SERVICES, THE ESSENCE OF WHICH IS PROVIDING ADVICE, JUDGEMENT, OPINION, OR OTHER PROFESSIONAL SKILL, AND THAT NEITHER THE COMPANY NOR ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES HAVE MADE ANY EXPRESS REPRESENTATIONS OF FACT OR ANY WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER AFFECTING THE SUBSCRIBER OR THIS AGREEMENT. SUBSCRIBER FURTHER REPRESENTS THAT SUBSCRIBER HAS NOT RELIED ON ANY STATEMENT, REPRESENTATION, ACTION, OR OTHER CONDUCT BY COMPANY IN ELECTING TO ENTER INTO THIS AGREEMENT, AND THAT ABSENT SUCH REPRESENTATION, THE COMPANY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.

13. **INDEMNIFICATION:** IN THE EVENT ANY PERSON OR ENTITY SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST COMPANY FOR ANY REASON RELATING TO COMPANY'S DUTIES AND OBLIGATIONS PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE DESIGN, INSTALLATION, MAINTENANCE, SERVICE, OPERATION OR NON-OPERATION OF THE SYSTEM, SUBSCRIBER AGREES TO INDEMNIFY, DEFEND AND HOLD COMPANY HARMLESS FROM ANY AND ALL CLAIMS AND LAWSUITS, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COST AND ATTORNEY'S FEES, WHETHER THESE CLAIMS BE BASED UPON ALLEGED INTENTIONAL CONDUCT, ACTIVE OR PASSIVE NEGLIGENCE, OR STRICT OR PRODUCT LIABILITY ON THE PART OF COMPANY, ITS AGENTS, SERVANTS OR EMPLOYEES. SUBSCRIBER HEREBY WAIVES RIGHT TO SUBROGATION, AND AGREES NOT TO PARTICIPATE WITH ANY INSURANCE COMPANY OR ANY OTHER THIRD PARTY IN ANY SUBROGATION AGAINST COMPANY.

14. **DIGITAL DIALER COMMUNICATORS:** Subscriber acknowledges: that this is a non-supervised digital communicator system; that the system utilizes Subscriber's voice telephone lines which are wholly beyond the supervision and control of Company; that in the event Subscriber's telephone line fails or is out, the system will not communicate alarms to the monitoring station; if Subscriber desires additional supervision and so notifies and contracts with Company for additional service, a cellular back-up or other device may be used to increase the level of monitoring integrity. Subscriber agrees to furnish Company with the proper data communication telephone line to enable signals to be transmitted. In addition, Subscriber agrees to operate the RJ-31X test jack when testing telephone line continuity, and agrees to notify Company if system fails to respond to test, when jack is provided.

15. **PERMIT TO OPERATE ALARM SYSTEM:** Subscriber acknowledges that in some local areas it is a requirement to obtain a permit or license to operate an alarm system. Subscriber agrees to secure any permit that might be required, and Subscriber acknowledges that the cost, if any, of the permit or license will be that of the Subscriber's along with any additional charges that might be imposed on Subscriber. Subscriber agrees to maintain any permit or license during the term of this Agreement and for any automatic renewals of this Agreement.

16. **TAXES; INCREASE IN CHARGES AND MONTHLY PAYMENTS:** Subscriber agrees to pay, in addition to the charges herein, all taxes, fees, permits, licenses and charges imposed by any governmental authority, relating to the installation, service, or operation of the system, and to pay any increase in charges levied against the Company by the public utility providing wire connections for the transmission of signals between Subscriber's premises and Company's central station or Police/Guard/Fire Department. Subscriber additionally agrees that Company may, at its option and upon thirty (30) days written notice to Subscriber, increase the monthly service fee at any time after the expiration of one year from the date of signing of this Agreement, and at any time thereafter, provided that there shall be no more than one such increase during any twelve month period.

17. **ATTORNEY'S FEES:** In the event it shall become necessary for Company to institute legal proceedings to collect the cost of the monthly service charges as set forth herein, then and in such proceedings the unsuccessful party shall pay to the successful party reasonable attorney's fees where permitted by law.

18. **ASSIGNABILITY:** This Agreement is not assignable by Subscriber except upon written consent of Company first being obtained; however, Company has the right to assign part or all of this Agreement.

19. **APPROVAL OF CONTRACT:** This Agreement is not binding unless approved, in writing, by an Authorized Representative of Company. In the event of failure of such approval, the only liability of Company shall be to return to Subscriber the amount, if any, paid to Company upon execution of this Agreement.

20. **WARRANTY:** There is a one year warranty on the equipment starting from the date it was installed, not from the date monitoring started. If a technician has to be called out before 8am or after 5pm Monday through Friday or anytime on weekends for service to the system, the homeowner will be charged a \$125.00 fee.

21. **LATE FEES:** Subscriber agrees to pay the sum of Ten (\$10.00) Dollars if any charge becomes more than thirty (30) days past due for additional bookkeeping costs. In addition Subscriber agrees to pay 1-1/2% interest per month on all delinquent amounts. Any past due amounts for more than sixty (60) days may, at the option of Company, result in the disconnection of services. In the event of disconnection, Subscriber agrees to pay the Company the sum of Fifty (\$50.00) Dollars for the re-connection of service. Such default by Subscriber shall not eliminate Subscriber's obligation to pay the payments thereafter due under this Agreement. In the event Subscriber issues a return check, Subscriber agrees to pay a \$25.00 charge.

22. **DETERMINATION AND VENUE:** Any judicial determination nullifying any clause or condition herein shall not be deemed to nullify the balance of this Agreement, which shall remain in full force and effect. Venue involving any action in this Agreement shall be performed in Travis County, TX only.

23. **COMPLETE AGREEMENT:** Any representation, promise, condition, inducement or warranty, express or implied, unless contained in writing in this Agreement, shall not bind either party, and the terms and conditions hereof apply as printed without alterations or qualifications except as specifically endorsed hereon in writing and initialed by both parties. It is understood and agreed by the parties that if there is any conflict between this Agreement and any other document, this Agreement will govern, whether such other document is prior to or subsequent to this Agreement.

24. **SUBCONTRACT:** Granite Security Systems has the exclusive right to subcontract any portion of this Agreement, including but not limited to, installation, service, maintenance, monitoring, or otherwise. Subscriber acknowledges and agrees that any Subcontractor hired by Company shall have the same protection afforded the Company under the provisions of this Agreement.

25. **LICENSE OF COMPANY:** Company has and maintains a license with the Texas Commission on Private Security, P.O. Box 13509, Austin, TX 78711, 512-463-5545.