

**ALARM MONITORING AGREEMENT
 GRANITE SECURITY SYSTEMS
 4515 Hudson Bend Rd., Suite 100, Austin, Texas 78734
 (512) 302-1181**

www.granitesecurity.net

Dealer State License # B-08601, Fire Alarm Registration # ARC-1625

THIS AGREEMENT DATED THIS _____ / _____ /20____, IS MADE BY AND BETWEEN GRANITE SECURITY SYSTEMS (COMPANY"),		
AND SUBSCRIBER(S):	ACCOUNT #:	
STREET ADDRESS:		
CITY:	STATE:	ZIP:
EMAIL ADDRESS(S):	TELEPHONE#(s):	
BUSINESS NAME:	SEIZED PHONE NUMBER:	
PANE TYPE:	CELL COMUNICATOR TYPE:	COMMUNICATION TYPE:
MONTHLY MONITORING RATE \$ _____ QUARTERLY MONITORING RATE \$ _____		

AUTHORIZED INDIVIDUALS TO BE NOTIFIED ("CALL LIST")

<u>NAME</u>	<u>TELEPHONE NUMBER & EMAIL ADDRESS</u>	<u>PASSCODE</u>	<u>RELATIONSHIP</u>

LOCAL AUTHORITIES

<u>SIGNAL TYPE</u>	<u>AGENCY</u>
BURGLARY	
FIRE	

BY SIGNING BELOW SUBSCRIBER(S) ACKNOWLEDGE THAT SUBSCRIBER(S) HAVE RECEIVED A COPY OF THIS AGREEMENT AND ALL ITS ATTACHMENTS, HAVE READ AND UNDERSTOOD THEM, ESPECIALLY THOSE SECTIONS RELATING TO THE SUBSCRIBER'S INDEMNIFICATION OF THE COMPANY AND THE COMPANY'S LIMITED LIABILITY AND WARRANTY IN ADDITION TO OTHER TERMS AND CONDITIONS OF THIS CONTRACT. THE PARTIES AGREE THAT THIS AGREEMENT MAY BE ELECTRONICALLY SIGNED AND THAT THE ELECTRONIC SIGNATURES APPEARING ON THIS AGREEMENT ARE THE SAME AS HANDWRITTEN SIGNATURES FOR THE PURPOSES OF VALIDITY, ENFORCEABILITY, AND ADMISSABILITY.

NOTICE OF CANCELLATION (FOR RESIDENTIAL SUBSCRIBERS ONLY): YOU, THE SUBSCRIBER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY OF THIS TRANSACTION. SEE ATTACHED PAGE nine (9) NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

SUBSCRIBER (1) SIGNATURE _____

SUBSCRIBER (2) SIGNATURE _____

COMPANY REPRESENTATIVE SIGNATURE _____ **TITLE** _____

ALARM SYSTEM AND AUTOMATION EQUIPMENT (“System”)

<u>ZONE</u>	<u>LOCATION</u>	<u>ZONE</u>	<u>LOCATION</u>
1		11	
2		12	
3		13	
4		14	
5		15	
6		16	
7		17	
8		18	
9		19	
10		20	

CPU LOCATION: _____ FIRE SYSTEMS: YES _____ NO _____

TERMS AND CONDITIONS

1. **TERM OF AGREEMENT.** The term of this Agreement shall be for a period of three (3) years (“Initial Term”) and shall renew automatically for a period of three (3) years (“Subsequent Term”) unless either party gives written notice to the other by certified mail, return receipt requested, of its intention not to renew the contract at least 30 days prior to the expiration of any term. Should the automatic renewal for the Subsequent Terms be deemed void, the Agreement shall renew automatically on a month-to-month basis after the expiration of any term under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of its intention not to renew the contract at least 30 days prior to the expiration of any term. Company shall have the right to assign this Agreement’s billing and collection rights to any other person, company, corporation, association, or entity without notice to the Subscriber. Subscriber shall not have the right to assign this Agreement. The term “System” as used herein shall refer to all equipment purchased by Subscriber under this Agreement, whether at the time this Agreement is executed or following its execution.
2. **PAYMENT FOR MONITORING SERVICE.** Subscriber agrees to pay Company, or its assignee, an activation fee of \$ _____ and a monthly alarm monitoring service fee sum of \$ _____, plus any applicable taxes, or fees, for Monitoring Services, for the full period of this Agreement.
3. **MONTHLY PAYMENT FOR AUTOMATION SERVICE.** Subscriber agrees to pay Company, or its assignee, the monthly home automation service fee of \$ _____, plus any applicable taxes, or fees, for home automation subscription (“Automation Services”), for the full period of this Agreement. This payment amount is based on the Automation Equipment as listed herein and will change should you add additional Automation Equipment.
4. **TERMS OF ALARM SYSTEM AND AUTOMATION EQUIPMENT SERVICE.** Upon expiration of any applicable limited warranty, the Company agrees to provide repair service to the System on a time and materials basis. Work will be performed during normal business hours of 8 a.m. to 5 p.m. (“Normal Business Hours”), Monday-Friday, within reasonable time of receiving notice from the Subscriber that service is required, exclusive of Saturday, Sunday, and legal holidays. The Company’s obligation to provide repair services does not cover batteries or physical damage, nor does it apply if caused by unauthorized intrusion, lightning, electrical surges, acts beyond the Company’s control, acts of God, or caused by any means other than normal wear and tear. Repairs shall be made at the cost of the Subscriber and billed separately from the total monthly monitoring or Automation Service rate. Company is not responsible for the malfunction of any remote access through a third-party app.
5. **AUTOMATION PORTAL.** If Subscriber chooses to use Alarm.com/ Total Connect (Company’s “Automation Portal Provider”) to provide remote Automation Services, Subscriber agrees that if the Automation Portal Provider’s network or other communication transmission method is damaged, destroyed, interrupted, circumvented, compromised, or malfunctions for any reason, remote Automation Services are automatically suspended without notice and without liability to Company. Company is not responsible for any interruption or suspension of remote Automation Services provided through the Automation Portal Provider caused by Subscriber’s Internet service, phone, electricity, loss of cell signal or Wifi Hotspot to any portable device, including, but not limited to, cell phone, tablet, or computer, or any interruption of Automation Services through the Automation Portal Provider for any reason out of the control of Company. Subscriber also agrees to provide consent to the recording and use of telephonic, video and/or other communications and Subscriber agrees that to the extent required, the Company is the agent of the Subscriber for the purpose of giving direction to the Automation Portal Provider. Subscriber further acknowledges, understands, and agrees that Company and Automation Portal Provider are independent contractors and are not partners or joint venturers. Please see Exhibit “A” of this Agreement for further terms on the Automation Portal Provider.
6. **SELF-INSTALLATION OF SYSTEM:** Subscriber is responsible for all installation and maintenance of the System unless otherwise indicated herein. Subscriber acknowledges the System is owned solely by Subscriber and Subscriber assumes all responsibility for the installation of the System. Company makes no representations as to the suitability or condition of the System. Company does not provide Internet, phone, or electricity service and is not responsible for Subscriber’s access to the Internet, phone, or electricity. Company is not responsible for any interruption of Monitoring Service or service by any remote access caused by Subscriber’s Internet service, phone, electricity, or any other interruption of service out of the control of Company. Subscriber hereby authorizes Company to access its Internet network. Company is not responsible for any third-party access. It is the sole responsibility of Subscriber to secure its Internet network. Company reserves the right to terminate this Agreement in the event the System is not in good operating condition.

7. **COMPANY INSTALLATION OF SYSTEM:** Subscriber agrees that Company will install the System. Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC receptacles, telephone hook-ups, RJ-31 block or equivalent, Internet connection, high speed broadband cable or DSL and IP address, as deemed necessary, by Company for the installation and use of the Communication Unit and Equipment. Company does not provide Internet, phone, or electricity service and is not responsible for Subscriber's access to the Internet, phone, or electricity. Company is not responsible for any interruption of Monitoring Service or service by any remote access caused by Subscriber's Internet service, phone, electricity, or any other interruption of service out of the control of Company. Subscriber hereby authorizes Company to access its Internet network. Company is not responsible for any third-party access. It is the sole responsibility of Subscriber to secure its Internet network.
8. **MONITORING STATION.** Subscriber agrees that if Company's monitoring central station facility ("Monitoring Station"), phone network, or other communication transmission method is damaged, destroyed, interrupted, circumvented, compromised, or malfunctions for any reason, Monitoring Services are automatically suspended without notice and without liability to Company. Subscriber also agrees to provide consent to the recording and use of telephonic, video and/or other communications and Subscriber agrees that the Company is the agent of the Subscriber for the purpose of giving direction to the Monitoring Station. Subscriber further acknowledges, understands, and agrees that Company and Monitoring Station are independent contractors and are not partners or joint ventures.
9. **CENTRAL STATION MONITORING:** Upon receipt of a signal from the Subscriber's Central Station Communication Unit, Monitoring Station shall make every reasonable effort to notify Subscriber and/or the designated local authorities via telephone call, text message or any other electronic means available. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of Company's communication's center and company does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals are transmitted over telephone lines, wire, airwaves or other modes of communication networks, which are wholly beyond the control of Company and are not maintained by Company and therefore Company shall not be responsible for any equipment failure, which prevents transmission signals from reaching Monitoring Station, or for any damages arising therefrom. Subscriber agrees to furnish Company with and maintain an accurate written list of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. All changes and revisions shall be supplied to Company in writing. Subscriber authorizes Company to access control panel to input or delete data and programming. If the Communications Unit contains listening devices permitting Monitoring Station to monitor sound, then upon receipt of an alarm signal Monitoring Station shall monitor sound for so long as Monitoring Station in its sole discretion deems it appropriate to confirm an alarm signal. If Subscriber requests Company to remotely access the control panel for purposes of, but not limited to, arming/disarming, pass code changes, openings/closings, or programming changes, Subscriber shall pay Company \$ N/A for each such service.
10. **NO WARRANTIES OR REPRESENTATIONS: SUBSCRIBER'S EXCLUSIVE REMEDY:** Company does not represent nor warrant that Subscriber's System, Monitoring Service, Automation Services Provider, Monitoring Station, or any third-party app, website, or automation system will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire, or other cause, or that the alarm system will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges that Company is not an insurer, and the Subscriber assumes all risk for loss or damage to Subscriber's premises or its contents. Nothing shall be construed to exclude, modify or limit warranties of merchantability or fitness or any remedy provided by law of breach. Subscriber's remedy for Company's default hereunder is to require Company to repair or replace, at Company's option, any piece of the System covered by this Agreement which is non-operational. Company provides no express or implied warranties including any warranty of merchantability or fitness other than any set forth in this Agreement.
11. **EXCULPATORY CLAUSE:** The parties agree that Company is not an insurer and no insurance coverage is offered herein. Subscriber's payments to Company are for Monitoring Services or Automation Services only—Company does not guarantee that no loss will occur. Company, its subcontractors nor the Monitoring Station are not assuming liability and therefore shall not be liable to Subscriber for any loss or damages sustained by Subscriber as a result of burglary, theft, hold-up, fire, equipment failure, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by, or contributed to, by Company, its subcontractors or Monitoring Station, or the Automation Portal Provider's negligent performance or failure to perform any obligation.
12. **LIMITATION OF LIABILITY: THE PARTIES AGREE THAT THE COMMUNICATIONS UNIT, MONITORING SERVICES, INCLUDING ANY THIRD-PARTY APP, WEBSITE, OR AUTOMATION SYSTEM IS NOT DESIGNED OR GUARANTEED TO PREVENT ANY LOSS BY BURGLARY, THEFT AND OTHER ILLEGAL ACTS OF THIRD PARTIES, OR LOSS BY FIRE, SMOKE, WATER OR ANOTHER CAUSE. IF, NOTWITHSTANDING THE TERMS OF THIS AGREEMENT, THERE SHOULD ARISE ANY LIABILITY ON THE PART OF THE COMPANY AS A RESULT OF BURGLARY, THEFT, HOLD-UP, FIRE, SMOKE OR ANY CAUSE WHATSOEVER REGARDLESS OF WHETHER OR NOT SUCH LOSS, DAMAGE, PERSONAL INJURY WAS CAUSED BY, OR CONTRIBUTED TO, BY COMPANY'S NEGLIGENCE TO ANY DEGREE OR FAILURE TO PERFORM ANY OBLIGATION, SUCH LIABILITY WILL BE LIMITED TO THE SUM OF \$500.00. IF SUBSCRIBER WISHES COMPANY TO ASSUME A GREATER LIABILITY, CUSTOMER MAY OBTAIN FROM COMPANY A HIGHER LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL PERIODIC SERVICE CHARGE, THE TERMS OF WHICH WOULD BE SET FORTH IN A RIDER TO THIS AGREEMENT. SUCH AN ADDITIONAL OBLIGATION SHALL NOT BE INTERPRETED TO HOLD COMPANY AS AN INSURER.**
13. **CALL LIST:** Subscriber, for him/her/itself and as the authorized agent of each person on the Call List, consents to Company and Monitoring Station calling each such person's cell phone or other mobile device.
14. **CARE OF COMMUNICATIONS UNIT:** Subscriber agrees not to tamper with, remove or otherwise interfere with the System, including, but not limited to, the Communications Unit, which shall remain in the same location as installed and Subscriber agrees to bear the cost of repairs or replacement made necessary as a result of any painting, alteration, remodeling or damage, including damage caused by unauthorized intrusion to the premises, lightning or electrical surge, except for ordinary wear and tear, in which event repair or replacement shall be made by Company without additional charge.

15. **ALTERATION OF PREMISES FOR INSTALLATION AND SERVICE:** Company is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing deemed necessary in Company's sole discretion for the installation, service, or removal of the System, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation and servicing of the System under this Agreement.
16. **TESTING OF SYSTEM:** The parties hereto agree that the System, including, but not limited to, the Communications Unit, once installed, is in the exclusive possession and control of the Subscriber, and **it is Subscriber's sole responsibility to test the operation of the Communications Unit monthly and to notify Company if it is in need of repair as applicable.**
Initials _____
17. **SUBCONTRACTORS:** This Agreement shall inure to the benefit of and is applicable to any subcontractors engaged by Company to provide any service set forth in the Agreement, in addition to any assignees, manufacturers, and vendors, and the terms of this Agreement are binding on Subscriber as to each subcontractor, assignee, manufacturer, and vendor. Subscriber hereby agrees that Company may subcontract any of the services provided under this Agreement
18. **INCREASES IN CHARGES:** Company has the right to increase the monthly service charge on an annual basis. Company will provide Subscriber with notice of increase in writing.
19. **LEGAL ACTION:** The parties agree due to the nature of services provided by the Company, and whereas the payments to be made by the Subscriber for the term of this Agreement form an integral part of Company's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix Company's actual damages. Therefore, in the event Subscriber defaults in the payment of any charges to be paid to the Company, Subscriber shall be liable for 75% of the remaining payments under the Agreement as liquidated damages without relieving Subscriber of any obligation herein. In any litigation between the parties, Subscriber shall be liable for Company's legal fees. The parties waive trial by jury in any action between them. All actions or proceedings against Company must be based on the provisions of this Agreement.
20. **FIRE ALARM SYSTEM EQUIPMENT:** Should any Fire Alarm System Equipment be installed, Company will provide Subscriber with instructions describing the installation, operation, testing, and property maintenance for the device.
21. **SMOKE AND CARBON MONOXIDE DETECTORS:** **If the System includes smoke and/or carbon monoxide detectors, it is Subscriber's sole responsibility to determine whether the number and placement of the detectors fulfills the requirements or recommendations in codes, laws, or standards that apply to Subscriber's jurisdiction, including the code provisions of the National Fire Protection Association and the International Residential Code. Subscriber acknowledges Subscriber has sole responsibility for complying with any and all codes, laws, and standards applicable to the installation, placement, and maintenance of the System. Any smoke and/or carbon monoxide detectors included in the System as supplemental device only and are not intended to be part of a primary fire alarm or carbon monoxide detection system. Subscriber acknowledges electrical smoke and carbon monoxide detectors, if installed, are designed to be connected to an electrical power source. These detectors will not operate, the alarm will not sound, and the alarm signal will not be transmitted when: electricity is cut off; the backup battery, if applicable, is low or dead; or fire cuts off the electricity before the alarm is activated, sounds, and is transmitted. Connecting these detectors to a separate dedicated electrical circuit may increase their reliability, but even dedicated circuits can fail. Subscriber acknowledges these detectors all have limited useful lives, after which time they will not function. Subscriber acknowledges it is Subscriber's sole responsibility to monitor and replace all detectors before or at the end of their useful lives.**
22. **BATTERY-POWERED DEVICES.** I understand that all battery-powered motion detectors, smoke detectors, door and window contact transmitters, and other detection sensors that are part of the System are not connected to the electrical system of Subscriber's premises and require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERIES ARE LOW OR DEAD. It is Subscriber's sole responsibility to maintain and replace these batteries. Subscriber should regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation. Subscriber should also carefully read and follow the owner's manual, instructions, and warning for all equipment in the System.
23. **CCTV:** Should any CCTV equipment be installed; Customer agrees to be solely responsible for the direction and positioning of all video cameras. Customer acknowledges they have approved the angle, position, direction, focus and aim, of the video cameras including, but not limited to, selecting what items or persons, room, locations, and areas that may be depicted or captured in the camera view and recording. Customer shall be solely responsible for the video camera images produced or recorded and captured by the video cameras and Customer shall defend, indemnify and hold Company harmless in connection with the location, aim, position, operation and use of the video cameras and the video images resulting therefrom, including, but not limited to, any claims of any person depicted in a video camera image and any claim by such person that his or her likeness has been misappropriated and/or his or her privacy has been invaded or intruded upon. Any obligations to notify, warn, or obtain the permission or consent of any person depicted in a video camera image to have his or her likeness depicted, recorded, transmitted or otherwise used, and the duty to determine and comply with any and all applicable laws, standards, and regulations that govern the legal, proper, and ethical use of video capturing devices, including, but not limited to, any and all signage requirements or other notices which provide notification that the video cameras are in use at the Customers premises, shall be Customers sole responsibility. Company shall have no liability for any discarded, damaged video camera images, or the quality thereof, and Company makes no promise, warranty, representation, or agreement as to the length of time that recorded video camera images is retained. Customer shall (i) provide and maintain adequate power and lighting for all cameras or other video-related equipment; (ii) inform all persons on or about Customer's premises that they may be monitored by video; (iii) not install, use or permit the use of video where any person may have a reasonable expectation of privacy; (iv) use broadband connectivity exclusively to transmit video images; (v) use the video system for security surveillance and management services only; (vi) not use the video system for any criminal, illegal, or otherwise unlawful activity; and (vii) obtain and keep in effect all permits or licenses required for the installation and operation of the video system.
24. **INSURANCE:** Company shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Subscriber from insurance covering such loss or damage against which the Subscriber is indemnified or insured.
25. **INDEMNITY/WAIVER OF SUBROGATION RIGHTS; ASSIGNMENTS AND DELEGATION: SUBSCRIBER AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COMPANY AND ITS EMPLOYEES, AGENTS, ASSIGNS, AND SUBCONTRACTORS, FROM AND AGAINST ALL CLAIMS, LAWSUITS, INCLUDING REASONABLE ATTORNEYS' FEES AND LOSSES, ASSERTED AGAINST AND ALLEGED TO BE CAUSED BY COMPANY'S PERFORMANCE, NEGLIGENCE OR FAILURE TO PERFORM ANY OBLIGATION UNDER THIS**

AGREEMENT. The parties agree that there are no third-party beneficiaries of this contract except as provided below. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against Company or Company's subcontractors arising out of this Agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this Agreement without written consent of Company. Company may sell, transfer, encumber or assign its right, title and interest in the monthly Monitoring Service or Automation Service fees owed under this Agreement to an assignee. Any assignee of Company will have all of Company's rights under this Agreement to bill and collect the monthly Monitoring Service or Automation Service fees owed under this Agreement, but none of the obligations. Subscriber agrees that an assignee has no right, title or interest in the System, including, but not limited to, the Communication Unit, nor does an assignee have any service or maintenance obligations of the System, nor does the assignee have any responsibility for the selection or satisfactory performance of the Subscriber's System or alarm Monitoring Service or Automation Service and Subscriber will settle any claims, defenses, setoffs they may have directly with Company or any third party without affecting Subscriber's obligations to pay without offset or abatement to assignee.

26. LIMITATION OF ACTIONS: No lawsuit or action under this Agreement by Subscriber may be brought unless the action is started within two (2) years after the occurrence causing the loss, injury, or damage or the shortest duration permitted under applicable law if such a period is greater than one year. Venue for any action shall be in San Antonio, Bexar County, Texas.

27. FALSE ALARMS AND PERMITS: Company shall have no liability for false alarms, false alarm fines, police response, or refusal of police to respond. In the event of termination of police response by the municipal police this Agreement shall nevertheless remain in full force, and Subscriber shall remain liable for all payments provided for herein. Should Company be required, by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this Agreement, Subscriber agrees to pay Company for such service. The Subscriber agrees to obtain all licenses and pay all taxes, fines and other assessments, including sales/use tax. The Company's fees are based upon existing taxes and charges, and the Company can increase the Company's fees to reflect changes in these taxes or charges. The Subscriber agrees to check with the local municipality to determine whether any licenses or permits are needed.

28. FORCE MAJEURE: Company shall not be in breach of this Agreement and shall not be liable for any non-performance or delay in performance if such non-performance or delay is due to a force majeure event or other circumstances beyond Company's reasonable control, including but not limited to shortages of labor, energy, fuel, machinery or materials, war, civil unrest, any government act, law or regulation, including any judicial order or decree, any communication or power failure, labor dispute, epidemic, pandemic, natural disaster, fire, flood, earthquake, explosion, terrorist act, any other national or regional emergency, or Act of God. Further, Company shall not be in breach of this Agreement and shall not be liable for any non-performance or delay in performance if such non-performance or delay is due to runaways, excessive signaling, or problem accounts.

29. FULL AGREEMENT SEVERABILITY: This Agreement constitutes the full understanding of the parties and may not be amended or modified or canceled except in writing signed by both parties. This Agreement supersedes all prior negotiations contracts, statements, and oral agreements between the parties, which are deemed merged into this Agreement. Should any provision of this Agreement be deemed void, the remaining parts shall not be affected except that in the event that Company issues a UL certificate to Subscriber or provides fire alarm monitoring, Company will comply with Underwriters Laboratory, Inc., NFPA 72 and any other local law requirements regarding notifications or items of protection provided for in this Agreement.

30. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

31. MANNER OF EXECUTION: Facsimile or digital signatures shall be deemed as fully enforceable valid signatures as if they were original signatures.

32. ERRORS IN INSTALLATION: Errors or omissions in installation of the System, including but not limited to failure to wire points of equipment, shall be called to the attention of Company by Subscriber in writing within five (5) days of completion of the installation. Upon the expiration of the five (5) day period, the installation and the equipment shall be deemed accepted by Subscriber.

33. 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.

34. 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.

35. 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.

36. 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. In the event Subscriber issues a return check, Subscriber agrees to pay a \$50.00 charge.

37. Please note: Some municipalities require an alarm user permit and you may need to obtain a permit to comply with local regulations Please initial that you have read and agree. Initial: _____

38. LICENSE NUMBERS: Texas Private Security Bureau License #: **B-08601**, Fire Alarm Registration # **ARC-1625**

39. COMPLAINTS: You may direct complaints to the Texas Private Security Bureau at Texas Department of Public Safety—Private Security – MSC 0241, P.O. Box 4087 Austin, Texas 78773-0001 or (512) 424-7293.

Initials: _____

Company Name/Address/Telephone: GRANITE SECURITY SYSTEMS 4515 Hudson Bend Rd., Suite 100 Austin, Texas 78734 (512) 302-1181	Subscriber Name/Address/ Account #:
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Automatic Payment Authorization

By the terms of the Alarm Monitoring Agreement (“Agreement”) bearing the System/Account Number listed above, and incorporated herein by reference, Subscriber (called “I”, “me”, “my” or “mine”) has agreed to make regular monthly payments to Company or its assignee (called “you”, “your”, and “yours”). By signing below, I have chosen to make all payments owed to you under the Agreement by the method selected below and authorize my Bank or credit card company shown below to: **A) debit my checking account if I have selected Option A; or B) charge my credit or debit card if I have selected Option B**, to pay you on the payment due date, the Monthly Payment owed by me each month under the Agreement. I agree that if a Monthly Payment or other amount cannot be collected for any reason when due that continued attempts may be made to debit or charge the designated account for the amount owed until payment in full has been received. I agree to maintain a deposit or credit balance in the designated account sufficient to make all Monthly Payments when due and also to pay for any other amounts owed under the Agreement, including past due amounts and default charges, if any.

Complete only one of the following:

A: EFT Direct Payment:

Name on Checking Account: _____

Routing #: _____ Account #: _____

B: Credit Card-Direct Debit Charge to My Credit Card:

VISA MasterCard AMEX Discover

Name as it appears on the Card: _____

Account #: _____ Expiration Date: _____ CVV: _____

Notice: I understand that the Automatic Payment Method selected by me will remain in effect until canceled by you or me. If I prefer to pay by check, I may make arrangements to do so by contacting you.

Signature: _____ Date: _____

Print Name: _____

Company Name/Address/Telephone: GRANITE SECURITY SYSTEMS 4515 Hudson Bend Rd., Suite 100 Austin, Texas 78734 (512) 302-1181	Subscriber Name/Address/ Account #:
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BUYER'S RIGHT TO CANCEL AND NOTICE OF CANCELLATION
(For Residential Customers Only)

Date of Transaction: _____

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY 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 BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE, OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT DOES NOT PICK THEM UP WITHIN TWENTY (20) DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

TO CANCEL THIS TRANSACTION, MAIL, OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO MERCHANT AT: _____
ATTN: CANCELLATION DEPARTMENT. NOT LATER THAN MIDNIGHT OF _____ (date).

ACKNOWLEDGEMENT OF RECEIPT	
I have received two copies of this Buyer's Right to Cancel and Notice of Cancellation	
Subscriber: _____ Signature	_____ Date

I HEREBY CANCEL THIS TRANSACTION. DATE: _____ TELEPHONE NUMBER: _____ DRIVER LICENSE NUMBER: _____ PRINT NAME: _____ SIGNED: _____
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Buyer's Right to Cancel and Notice of Cancellation