



☆☆ Lone Star Alarm Monitoring L.S.A.M., Inc. ☆☆



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Customer Service Address: 321 N. Maclay Ave. #D, San Fernando, CA 91340

ALARM MONITORING AND SERVICES AGREEMENT

This Agreement is made this _____ day of _____ 20____ by and between L.S.A.M. Inc. of Texas (hereafter called LS, or Lone Star)

and _____ hereafter called "Client" who is responsible for the system located or to be installed on Client's premises at:

SERVICE ADDRESS:

ADDRESS STREET CITY STATE ZIP

Lone Star and the "Client" have agreed as follows:

1. LONE STAR SERVICES PROVIDED:

- Alarm Monitoring
- Open & Close Supervision
- Star-Link Communication
- Star-Link Interactive
- Expanded Monitoring
- Private Alarm Response
- Video-Sentry Monitoring
- Service & repair policy

LONE STAR'S EQUIPMENT:

- Star-Link TX Valued @ \$750.00
- Video-Sentry and or Monitoring equipment valued at \$ _____

1.1 Client agrees to pay Lone Star the amount specified and comply with the following terms and conditions:

2.1. Connection of new _____ equipment or reprogramming of the existing _____ system and initial connection: the sum of _____ Dollars (\$ _____).

2.2. SERVICES: For services, the sum of \$ _____ per month, payable annually in advance. Or, the sum of \$ _____ per month, payable quarterly in advance; Quarterly payments are billed via ACH Electronic Payment from a checking account. There is a \$2.00 per month charge for any month not paid in advance.

Billing period to start 1st / 15th day of _____ . Payments are due on the 1st / 15th day of the month, for the original term of _____ months.

This Agreement shall automatically be renewed for successive one (1) year terms thereafter, unless either party notifies the other in writing of its intention to terminate this Agreement, not less than thirty (30) days prior to the expiration of the original term or any renewal term thereof: Clients may cancel the LS services of this Agreement without penalty after one year of service if the Client vacates the Premises, gives written notice to LS at least thirty (30) days prior to the date of vacating, returns all LS equipment in good working order and pays all charges incurred through the cancellation date, months are not prorated. LS may not increase the monitoring charge during the original term selected, but may do so during any subsequent renewal term by giving Client thirty (30) days prior written notice.

3. PRIVATE ALARM RESPONSE: For Alarm Response the sum of \$ _____ per month, payable with the monitoring service, under the same terms and conditions as the billing period listed in section 2.2. Responses are \$ _____ per dispatch. A billing fee of \$5 per dispatch will be applied if payment is not pre-paid or paid by EFT.

4. ALARM RESPONSE SERVICE: If Client has elected to make payment under section 3 of this Agreement, LS or its agents shall dispatch its Response Agent to Client's Premises to investigate. If LS' agent observes a criminal situation or condition at the Premises, the agent shall make every reasonable attempt to notify the appropriate public authority and Client's representative of the condition. LS' Response Agents shall only take such steps, as shall be deemed necessary by LS to attempt to secure Client's Premises. Client authorizes Response Agent to make any arrests deemed necessary by LS or it's agents. In non-criminal situations; LS's, response agent will endeavor to carry out client's specific written instructions for the situation.

5.1 CLIENT'S DUTIES: Client is responsible to properly check and set the system. Client shall carefully test the system no less than monthly and promptly notify LS of any deficiencies.

5.2 Client agrees to furnish LS a written pass-code and a list of names and telephone numbers of all persons authorized to be notified . The pass-code is to confirm that when a signal is received, that no dispatch is requested. Failure to provide a correct pass-code to LS when a signal is received would establish a reasonable basis for LS to attempt to dispatch. All changes, revisions and modifications to the above shall be promptly supplied to LS in writing. Client agrees and acknowledges that the Client is responsible for providing LS agents parking for any vehicle used to respond to an alarm at the premises or on a service/repair request.

5.3 For LS's Video-Sentry Service; If selected in section#1.0; Client agrees to provide LS written dispatch criteria and viewing schedules.

5.4 Client agrees and acknowledges that it is the Client's sole responsibility to provide for any repair service or maintenance of any equipment not owned by LS. Client is responsible at their own expense for maintenance of any non-LS equipment unless they have selected the service & repair policy option in section #1.0

5.5 LS will maintain all equipment provided by LS.

6. CLIENT DEFAULT: TERMINATION: If Client fails to pay any amount herein provided within ten (10) days after the same is due and payable, or if Client fails to perform any other provisions within ten (10) days after LS has made a request in writing, or if any proceeding of bankruptcy, receivership or insolvency shall be commenced by or against Client of his property, or if Client makes any assignment for the benefit of creditors, LS shall have the right but shall not be obligated to exercise any one or more of the following remedies:

- (a) Continue to provide services and recover existing amounts due from client, in which case LS shall be entitled to recover, the monthly amounts due under this Agreement, and recover a late fee of \$10.00 per unpaid invoice item, interest at a rate of 18% APR, a collection charge of \$50.00, as well as any and all costs or charges incurred by LS concerned with the collection of amounts owed and not paid, this includes attorney's fees.
- (b) Discontinue all services upon ten (10) days written notice of LS's intent to discontinue; in which case LS shall be entitled to recover the monthly amounts due for the entire term of this Agreement, a late fee of \$10.00 per unpaid invoice, interest at a rate of 18% APR, a collection charge of \$50.00, as well as any and all costs or charges incurred by LS concerned with the collection or recovery of amounts owed and not paid, this includes attorney's fees.
- (c) Recover all equipment owned by LS (or its value at the time of cancelation not returned within ten (10) business days).

7. TRANSMISSION LINES: Client acknowledges that if the signals are transmitted over Client's regular telephone service to LS's central station, and in the event Client's telephone service is out of order, disconnected or otherwise interrupted, signals from the system will not be received by LS' central station during any such interruption in telephone service and the interruption will most likely not be known to LS. Client acknowledges that unless they have selected the Star-link communication option listed in section #1.0 that an alarm system requires a conventional telephone-line as provided by a telephone company to communicate signals to LS. A VOIP or non-conventional telephone-line is not suitable for communication of alarm signals. Client further acknowledges and agrees that telephone company lines are wholly beyond the control and jurisdiction of LS and are maintained and serviced solely by the telephone company. If the Star-link service is provided, Client acknowledges that the use of radio or cellular frequencies is controlled by the Federal Communications Commission and changes in rules, regulations and policies may necessitate discontinuing or modifying such transmission devices by LS at its option. Client further acknowledges that radio frequency or cellular transmissions may be impaired by atmospheric conditions, interference, or other events beyond the control of LS and that LS may not be aware of a condition that prevents a signal from being received by LS. Video-Sentry Monitoring requires the client to provide adequate internet service at the location.

8. INTERRUPTION OF SERVICE: LS assumes no liability for interruption or failure of monitoring service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption, or unavailability of telephone service, acts of God, or for any other cause either within or beyond the control of LS, and LS will not be required to supply monitoring service to Client while any such cause may continue. This Agreement may be suspended or cancelled at LS' option should the alarm system, Client's Premises, or LS' monitoring facilities become so substantially damaged or unstable that further service is impractical.

TERMS AND CONDITIONS OF THIS AGREEMENT CONTINUE ON THE REVERSE SIDE.