



☆☆ LONE STAR SECURITY & VIDEO INC. ☆☆

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LoneStarResponse.com



ALARM MONITORING AND RESPONSE AGREEMENT

This Agreement is made this _____ day of _____ 20____ by and between LONE STAR SECURITY & VIDEO INC. (hereinafter called LS)

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

SERVICE ADDRESS	NUMBER _____	STREET/ADDRESS _____	TELEPHONE NO. _____
	CITY _____	STATE _____	ZIP _____

Lone Star Security & Video Inc. and the "Client" have agreed as follows:

1. MONITORING SERVICES PROVIDED:

- Standard Alarm Monitoring
- Open & Close Supervision
- Open & Close, Log Only
- Star-Link Communication
- Expanded Monitoring
- Alarm Response
- Video-Sentry
- _____

INSTALL LONE STAR SECURITY'S

- Program Chip
- Communicator
- Star-Link Transmitter
- Programming Information
- Video-Sentry Equipment
- Security Equipment
- Valued @ \$750.00
- Valued @ \$ _____

1. PAYMENTS AND TERMS: Client agrees to pay Lone Star Security & Video Inc., the amount specified and comply with the following terms and conditions.

2.1. Installation of new _____ system or reprogramming of the existing _____ type of system and initial connection, the sum of _____ Dollars (\$ _____).

2.2. MONITORING: For monitoring the sum of \$ _____ per month, payable quarterly in advance; or the sum of \$ _____ per month, payable annually in advance; **which is due on the first/fifteenth day of the month, for the original term of _____ months.** Billing period to start _____. Quarterly is billed via ACH Electronic Payment to a checking account. There is a \$2.00 per month charge for any month not paid in advance. 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 this Agreement after one year of monitoring service if the Client vacates the Premises and gives written notice to LS at least thirty (30) days prior to the date of vacating. LS may not increase the monitoring charge during the original term selected, but may do so during any subsequent renewal term by giving Client forty five (45) days prior written notice.

2.3. ALARM RESPONSE: For Alarm Response the sum of \$ _____ per month, payable quarterly in advance; or the sum of \$ _____ per month, payable annually in advance, under the same terms and conditions as listed in section 2.2. Billing period to start _____. Responses are \$ _____ per dispatch. A billing fee of \$5 per invoice to be applied if payment is not made automatically. Payment terms are net ten (10) days.

2.4. REPAIRS: Inspections, Maintenance and Repairs of the system are not included. A separate service policy to cover Inspections, Maintenance and Repairs is available for an additional fee. Client agrees to pay LS's prevailing service rates, if Client requests LS to service the system.

3. MONITORING SERVICE: LS or its agents, upon receipt of a signal from Client's Premises, shall make every reasonable effort to notify the police, fire or other authorities and/or the person or persons whose name and telephone numbers are set forth in the notification instructions of section (5) of this Agreement, unless LS determines that there is a reasonable cause to assume that an emergency condition does not exist.

4. ALARM RESPONSE SERVICE: If you have elected to make payment under section 2.3 of this Agreement, LS or its agents shall dispatch its Response Agent to Client's Premises to investigate the alarm. If LS' agent observes an emergency 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.

5. CLIENT'S DUTIES: Client shall carefully and properly test and set the alarm system immediately prior to the securing of the Premises and shall carefully test the signal system no less than monthly during the term of the Agreement, and promptly notify LS if service is required. Client agrees to furnish LS a written list of names and telephone numbers of all persons authorized to enter the Premises or be notified in the event of an alarm, and for supervised commercial accounts an opening and closing schedule. 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. Client agrees and acknowledges that it is solely the Client's responsibility to schedule repair service or maintenance of the system.

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 \$25.00, 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 service for the system 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 \$25.00, 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).

In the event of Small Claims Court litigation; LS, may select any venue within the county of the LS office closest to the location where the contracted work was to be performed.

Upon the expiration of service for any reason, Client agrees to grant LS ample and reasonable access to remove LS' equipment and deprogram the system. Client agrees that the charges for all non Alarm Response services shall resume thirty (30) days after the expiration of service if the customer has failed to grant LS ample and reasonable access, and shall continue until LS is granted such access. Client agrees to pay LS a thirty (\$50.00) charge for this removal.

7. 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.

8. TRANSMISSION LINES: Client acknowledges that if the signals from Client's alarm system 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 Client's alarm system will not be received in LS' central station during any such interruption in telephone service and the interruption in telephone service and the interruption will most likely not be known to LS. 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 applicable telephone company. LS may utilize a radio frequency system for transmitting alarm signals from the Client's Premises to LS' central station. (if the customer has selected this service) Client acknowledges that the use of radio frequencies are controlled by the Federal Communications Commission and changes in rules, regulations and policies may necessitate discontinuing or modifying such transmission facilities by LS at its option. Client further acknowledges that radio frequency transmissions may be impaired by atmospheric conditions, interference, or other events within or beyond the control of LS.

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

9. LS IS NOT AN INSURER: LIQUIDATED DAMAGES; LIMITATION OF LIABILITY: In consideration for the providing of service by LS, or its agents, it is understood and agreed; LS is not an insurer; insurance, if any, shall be obtained by the Client; that payments provided herein are based solely upon the perceived value of the services provided, and are unrelated to the value of the Client's property or the property or others located in Client's Premises. Client acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure of the system to operate, or a failure of LS, or of its agents, to perform any of the obligations herein with the resulting loss to the Client, because of, among other things:

- (a) The uncertain amount of value of Client'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 the police department, fire department, paramedic unit, LS' agent, or others, should they be dispatched as a result of a signal being received;
- (c) The inability to ascertain what portion, if any, of any loss would be proximately caused by LS' failure to perform or by its equipment to operate;
- (d) The uncertain nature of occurrences which might cause injury or death to Client or any other person which the system is designed to detect or avert;
- (e) The nature of the system installed or of the services provided.

Client understands and agrees that if LS or its agents should be found liable for loss due to the failure of the system or services in any respect whatsoever, LS and its agents liability shall be limited to a sum equal to ten percent (10%) of the amounts payable hereunder or Two Hundred Fifty (\$250.00) Dollars, whichever is the greater, as liquidated damages, and not as a penalty, and this liability shall be exclusive; and that provisions of this section shall apply if 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 contracts, or from negligence, active or otherwise, of LS, its agents or assignees or employees.

If Client wishes LS or its agents to assume a greater liability than set forth above, then an additional rider shall be attached to this Agreement outlining the terms and conditions of greater liability and an additional charge shall be borne by Client for this rider. This additional rider in no way makes LS, or its agents an insurer and only affects the maximum amount of liquidated damages Client may recover.

10. THIRD PARTY INDEMNIFICATION: When Client in the ordinary course has the property or care of others in his custody or responsibility, or the alarm system extends to protect the property of others, Client agrees to and shall indemnify, defend, and hold harmless LS, its employees and agents, for and against all claims brought by parties other than the parties to this Agreement. This provision shall apply to all claims, demands, or lawsuits, regardless of cause including LS or its responding agent's performance or failure to perform any of the obligations herein, LS' or its agent's negligence, or a failure of the monitoring equipment or service, whether these claims be based upon active or passive negligence, express or implied warranty, contribution, indemnification, or strict or product liability on the part of LS, its employees or agents.

11. ASSIGNEES/SUBCONTRACTORS OF LS: LS shall have the right to assign this Agreement to any other persons, firm or corporation without notice to Client and shall have the further right to subcontract any installation and/or services, including alarm response and monitoring, which it may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to LS' maximum liability, liquidated damages, disclaimer of warranties and third party indemnification inure to the benefit of and are applicable to any assignees and/or subcontractors with the same force and effect as they bind Client to LS.

12. LS' COMMUNICATOR: Client acknowledges and agrees that if LS has installed a communicator, program chip, Star-Link transmitter, or other equipment pursuant to section 1 of this Agreement. Upon any Client default, or termination of service, LS is authorized to enter upon the Premises of Client and, at LS's option to remove the equipment, program chip or to reprogram the existing system to remove LS' account information for which the Client agrees to pay a charge of \$50.00, or LS may choose to abandon it instead. Removal shall be without prejudice to the collection of any and all sums due under the term of this Agreement or extensions or renewals thereof. Client shall return the said communicator, Star-Link transmitter, or other equipment to LS in good condition, reasonable wear and tear excepted. Client agrees not to damage, encumber, tamper with or dispose of the communicator, program chip, Star-Link transmitter, or other equipment. In the event of loss or damage to the communicator, program chip, Star-Link transmitter, or other equipment, Client agrees to pay LS the reasonable value for its replacement or repair. Client agrees that the installation of the equipment does not create a fixture to Client's Premises. Client agrees that a failure on the Client's part to allow LS ample and reasonable access to remove the equipment, chip, or reprogram obligates the client to continue to pay for the service at full rate regardless of whether the account is actually being monitored or not.

13. FALSE ALARMS; PERMIT FEES: In the event an excessive number of false alarms are caused by Client's carelessness, equipment malfunction, malicious action, or accidental use of the alarm system, or in the event Client in any manner abuses the system, LS may in its sole discretion deem same to be a material breach of this Agreement and at its option in addition to all other remedies available to LS, be excused for further performance upon the giving of five (5) days written notice to Client. Client shall secure, pay, and maintain all licenses or permits that may be necessary from governmental or insurance authorities for the monitoring and use of the alarm system(s). Client agrees to pay any false alarm assessments, taxes, fees, or charges relating to the monitoring services or equipment provided pursuant to this Agreement, and is solely responsible for knowledge of the applicable laws and ordinances regarding them. Client agrees not to offset any such payments from the amounts to be paid LS pursuant to this Agreement. Client agrees to reimburse LS for any such sums assessed directly against LS, as well as any other costs incurred by LS as a result and paid by LS.

14. ENTIRE AGREEMENT: This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. LS' DUTY AND OBLIGATION TO PROVIDE MONITORING SERVICE TO CLIENT ARISE SOLELY FROM THIS AGREEMENT. This Agreement supersedes all prior representations, understandings or agreements of the parties and that parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. The parties agree that this Agreement is to be performed in and shall be governed by the laws of the State of California.

15. LONE STAR SECURITY & VIDEO, INC's LICENSE #ACO4028: Alarm Company operators are licensed and regulated by the Bureau of Security and Investigative Services, 400 "R" Street, Suite 2001, Sacramento, California 95814.

16. RECEIPT OF COPY: Client acknowledges receipt of a copy of this Agreement. The terms and conditions contained on the reverse side hereof are incorporated by reference herein.

17. DISCLAIMER OF WARRANTIES: LS does not represent or warrant: that the monitoring or alarm services will prevent or reduce any loss or harm by burglary, fire, hold-up, medical emergency or otherwise, or that the services will in all cases provide the protection for which they are intended. Client acknowledges and agrees: that LS has made no representations or warranties expressed or implied, as to any matter whatsoever, including without limitation the condition of the monitoring equipment, its merchantability, or its fitness for any particular purpose: nor has Client relied on any representation or warranties, expressed or implied. Client further acknowledges and agrees: that any affirmation of fact or promise shall not be deemed to create an express warranty, and there are no warranties which extend beyond the face of this Agreement hereof. Client acknowledges that LS is not liable for any damage done to the property, structure, or its contents caused by any of its agents. Client further acknowledges and agrees: that LS is not an insurer; that Client assumes all risk of loss or damage to Client's Premises or to the contents thereof; and that Client has read and understands all of this Agreement, particularly Paragraphs 9 and 10, which set forth LS' maximum liability in the event of any loss or damage to Client or anyone else.

18. LS' LIMITED LIABILITY: Client acknowledges that he is aware of and understands the limitation of liability set forth in Paragraph 9, with LS' agent, and understands that Client may obtain a higher limitation of LS' liability by paying an additional charge. LS assumes no liability for any damage done to the premises during the installation or any subsequent service of the system. This includes damage that is a result of either accidental or negligent acts.

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

20. EMERGENCY SERVICE: Client authorizes LS to take, or to not take, any measures or actions that LS or its agents deem necessary in a situation where the alarm is either malfunctioning or an emergency is deemed to exist, in the sole opinion of LS, and LS is unable to reach client or client's authorized persons. Client agrees to reimburse LS for any costs incurred by LS in such a circumstance.

THIS AGREEMENT SHALL NOT BE BINDING ON LONE STAR SECURITY & VIDEO, INC. UNLESS APPROVED BY COMPANY MANAGEMENT.

Only the LS copy need be approved, unless a change in a condition is made. In the event a change in a condition is made, or a condition is added or deleted, the condition must be approved by LS' management on the customer's copy for the change to be binding on LS.

ACCEPTED:

LONE STAR SECURITY & VIDEO INC.

CLIENT:

Approved By _____
(Company Management) (Date)

(Client) (Date)

Agent: _____
(Date)