



THE ALARM COMPANY, INC.
P.O. Box 748
Los Gatos, California 95031-0748
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ACO Lic No. 6730
C10 932413

ALARM RESPONSE AGREEMENT

This Alarm Response Agreement is entered into on _____, 20____, by and between _____ (you, your) and The Alarm Company, Inc., a California corporation (we, us, our).

CLIENT INFORMATION

Contact Person: _____
Premises Address ("Premises"): _____
Billing Address: _____
Phone: _____ Cell Phone: _____ Email: _____
Owner (if different from above): _____

1. **Term.** The original term of this Agreement is one year. After the original term, this Agreement automatically renews for successive one-year periods unless either party notifies the other in writing of its intent to terminate this Agreement. Notice must be given no less than 30 days prior to the expiration of the original or renewal period. This Agreement runs concurrently with your Monitoring Agreement with us.

Your Initials

2. **Service Fees.** You will pay \$_____ for each alarm response. You will pay an extra charge of \$_____ per alarm response on holidays. If the alarm response officer remains on your Premises longer than 30 minutes, you will pay \$_____ per every partial or full 15-minute increment after the initial 30 minutes. Court appearances by the alarm response officer will be billed at \$_____ per hour with a four-hour minimum. All additional fees will appear on your statement and will be paid by you. Your payments shown above do not include any applicable tax. If any taxes are due, you will pay the tax in addition to your monthly payments. **No finance charge or cost of credit is associated with this Agreement.**

3. **Alarm Response Services.** Upon receipt of an alarm signal from your security system to our central monitoring station ("central station"), or if requested by you or others who have reason to believe that criminal activity has or is about to occur, we shall, without warranty, dispatch an alarm response service that we select ("alarm response service"). **You have chosen the service, and agree that the service meets your needs. Additional, different, or higher levels of protection and service are available at additional cost. We will provide 24-hour/7-days per week alarm response service. We are not obligated or required to enter any portion of your Premises where dangerous animals, people, or conditions, as may be reasonably determined by the response officer in his sole determination, may be located or exist.**

If the alarm response officer detects signs of criminal activity, intrusion, or an emergency while on your Premises, the alarm response officer will notify our central station, which will, without warranty, make every reasonable effort to dispatch the appropriate law-enforcement or emergency agency. The response officer will provide law-enforcement with any information observed at or around your Premises.

If criminal activity or an emergency has occurred, we will make every reasonable effort to reach you or someone who is on your call list. See Paragraph 6. If you or your designated representative cannot be reached or do not appear at your Premises within 30 minutes from the time we first attempt contact, you authorize and appoint us as your agent to determine if you, in our sole discretion, require additional security services on a temporary basis. We are authorized to provide or obtain those services on your behalf and at your sole expense if you or your designated representative is not available. All additional services will be reported to you or your designated representative as soon as reasonably possible. Any additional fees will appear on your statement and will be paid by you.

4. **DISCLAIMER OF WARRANTIES; LIABILITY; CONSEQUENTIAL DAMAGES. WE DO NOT REPRESENT OR WARRANT THAT THE SERVICE WILL DETER OR PREVENT ALL BURGLARIES, HOLD-UPS, FIRES, SMOKE OR WATER DAMAGE, OR OTHERWISE; OR THAT IT WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT WAS INTENDED. WE MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING AN IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, AS TO ANY MATTER WHATSOEVER REGARDING THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT. YOU DID NOT RELY ON ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED. ANY AFFIRMATION OF FACT OR PROMISE DOES NOT CREATE AN EXPRESS WARRANTY. IF WE, THE ALARM RESPONSE SERVICE, OR THE CENTRAL STATION WERE TO HAVE ANY LIABILITY GREATER THAN THAT AGREED TO BY YOU IN PARAGRAPHS 5, 9, AND 12 OF THIS AGREEMENT, WE COULD NOT AND WOULD NOT PROVIDE THE SERVICE. THE WARRANTY PROVIDED IN THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE-TO-STATE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.**

5. **LIMITATION OF LIABILITY. WE AND OUR DIVISIONS OR AFFILIATES ARE NOT INSURERS OF YOUR PROPERTY OR THE PERSONAL SAFETY OF ANYONE ON YOUR PREMISES. YOU MUST OBTAIN ALL PROPERTY, LIFE, HEALTH, OR DISABILITY INSURANCE. THE PAYMENTS REQUIRED ARE BASED SOLELY UPON THE VALUE OF THE SERVICE, AND NOT ON THE VALUE OF YOUR PROPERTY OR THE PROPERTY OF OTHERS LOCATED IN OR ON YOUR PREMISES. WE MAKE NO GUARANTEE OR WARRANTY, INCLUDING AN IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, THAT THE SERVICE WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM, WHICH THE SERVICES ARE DESIGNED TO DETECT OR AVERT. IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO DETERMINE IN ADVANCE (1) THE VALUE OF YOUR PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PREMISES, WHICH MAY BE LOST, STOLEN, OR DAMAGED IF THE SERVICE IS NOT PERFORMED PROPERLY; (2) THE RESPONSE TIME OF THE CENTRAL STATION, LAW-ENFORCEMENT AGENCY, FIRE DEPARTMENT, PARAMEDIC UNIT, OR ALARM RESPONSE SERVICE; OR (3) WHAT PORTION, IF ANY, OF A LOSS, DAMAGE, PERSONAL INJURY, OR DEATH WOULD BE PROXIMATELY CAUSED BY OUR FAILURE TO PERFORM OR OUR ACTIVE OR PASSIVE NEGLIGENCE.**

IF WE ARE FOUND LIABLE FOR LOSS, DAMAGE, OR INJURY OF ANY KIND WHATSOEVER FROM OUR FAILURE TO PERFORM ANY OF OUR OBLIGATIONS UNDER THIS AGREEMENT, FAILURE OF THE SERVICE IN ANY MANNER, BREACH OF WARRANTY, OR OUR ACTIVE OR PASSIVE NEGLIGENCE, THEN OUR LIABILITY IS LIMITED TO A SUM EQUAL TO YOUR TOTAL ANNUAL SERVICE CHARGE OR \$1,000, WHICHEVER IS GREATER. THIS IS NOT A PENALTY. THIS IS YOUR ONLY REMEDY REGARDLESS OF THE LEGAL THEORY USED TO FIND THE ALARM RESPONSE SERVICE, CENTRAL STATION, OR US LIABLE.

YOU MAY OBTAIN A HIGHER LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL CHARGE. IF YOU ELECT THIS OPTION, A RIDER WILL BE ATTACHED TO THIS AGREEMENT STATING THE TERMS, CONDITIONS, AND AMOUNT OF THE LIMITED LIABILITY AND THE ADDITIONAL CHARGE. WE ARE NOT AN INSURER EVEN IF A RIDER IS PROVIDED TO YOU.

ACCEPTANCE

The prices, specifications, and conditions in this Agreement are satisfactory. You understand, approve, and accept this Agreement, in particular Paragraphs 5, 9, and 12, which set forth our maximum liability if there is any loss or damage to you or any third party. You understand that you may obtain a higher liability limit by paying an additional charge. You received a completed copy of this Agreement and, for our residential customers, two copies of the Notice of Right to Cancel. **You were advised that there are additional, different, or higher levels of protection and service available. The services provided are based upon your specific request, approval, and cost considerations, for which you must hold us harmless.**

For our residential customers only, you, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached Notice of Right to Cancel form for an explanation of this right.

YOU

THE ALARM COMPANY, INC.

Dated: _____ Dated: _____
Your Signature / Title Authorized Company Officer

CDL No.: _____ Alarm Agent No.: _____

THIS AGREEMENT SHALL NOT BE BINDING UPON US UNTIL APPROVED IN WRITING BY AN AUTHORIZED COMPANY OFFICER.

PLEASE READ IMPORTANT TERMS AND CONDITIONS ON BACK.

6. Authorized Call List; Personnel. You will immediately give us in writing a written list of names, relationship, titles, and telephone, cell, and pager numbers of all persons to be notified if there is an alarm and the order in which these persons are to be called ("Call List"). You will also give us and keep current a written list of the names, titles, and residence phone numbers of all persons authorized to enter or remain on the Premises ("Personnel List"). For commercial systems, you must give us a daily and holiday opening and closing schedules and all other information that we may require. All changes to your Call List or Personnel List must be supplied to us in writing only and become effective only upon our acknowledgment of receipt of the changes.

7. Your Duties. You must:

- A. Pay all fees and invoices on time.
- B. Provide us with sufficient and safe access to the Premises or adjacent areas to allow us to conduct a perimeter visual verification of the Premises.
- C. Keep Call List and Personnel List up-to-date and report to us in writing any changes to your information.
- D. Provide us with any available information relating to any criminal activity in or around the surrounding area of your Premises.
- E. Provide us with 48-hours written notice in the manner set forth in Paragraph 13 if you become aware of any changes or modifications to the Premises that may affect the performance of the services to be provided under this Agreement.

8. Change in Ownership of Premises. Moving from your Premises does not relieve you of your duties under this Agreement.

9. Assignment; Rights of Subcontractors. We may assign this Agreement, or extensions or renewals of the Agreement, to any person or entity without notice to you. You must not assign or transfer this Agreement without our prior written consent. We may subcontract any of the work to be performed under this Agreement, including alarm response service or monitoring, without notice to you. This Agreement, especially Paragraphs 5 and 12, protects the alarm response service, central station, or any other subcontractor in the same way that the paragraphs protect us.

10. Default; Late Charge. Any of the following constitute your default under this Agreement: (a) failure to pay any amount provided in this Agreement within seven days after the same is due; (b) failure to communicate or cooperate with us; (c) failure to perform any other obligations under this Agreement within ten days after written request; or (d) you become a debtor in a bankruptcy proceeding. If you default, we may discontinue all services upon seven-days written notice to you, and accelerate and recover all amounts to become due under this Agreement, as well as all other sums to which we are entitled. If any payment due is more than ten days late, our residential customers pay simple interest on each payment due in the amount of 10% per year [periodic rate of .833% per month] until the balance is paid in full. Our commercial customers pay simple interest on each past due payment in the amount of 18% per year [periodic rate of 1.5% per month] until the balance is paid in full. You must pay a service charge of \$25 for each returned check or failed electronic payment.

11. Change in Rates.

- A. We may increase the alarm response fee provided for at any time after the expiration of the initial term of this Agreement, but not more than once in any 12-month period, and upon giving you written notice 30 days in advance of the effective date of the increase. If you do not want to pay the increased charge, you may cancel the then unexpired term of this Agreement by notifying us in writing 30 days prior to the effective date of the increase.
- B. We may at any time increase the alarm response fees to reflect increases in federal, state, and local taxes, and municipal fees and charges, which are imposed on us and which relate to the services provided under this Agreement. You must pay all increased monitoring fees.

12. Third Party Indemnification; Subrogation. You must defend and indemnify us against all claims brought by others, whether for personal injury, property damage, or death. This provision applies to all claims regardless of cause, including our or the service's performance or failure to perform, defects in products, design, activation, or service, negligence, warranty, contribution, indemnification, or strict products liability. So far as permitted by your liability or property insurance policy, you release us from all claims, whether the claims are made by or through you, including your insurance company or other parties, and must indemnify and defend us from all claims. You must notify your insurance company of these terms.

13. Notices. All notices regarding this Agreement must be in writing and may be served by personal delivery; by a reputable overnight carrier with all delivery charges provided for; or by certified mail, return-receipt requested, and regular mail with postage prepaid, to the addresses set forth in this Agreement or to any other address provided by one party to the other from time-to-time in writing.

14. Information and Privacy. We may monitor or electronically record video and audio related to monitored activity at your Premises, as well as conversations with you, emergency services providers, and law enforcement personnel in connection with employee training, quality control, and the provision of services. You consent to this. Privacy cannot be guaranteed on telephone, cable, and computer systems. We are not liable to you for any claims or damages which may result from a lack of privacy experienced.

You consent to us (a) using information about you and your location ("Information") to administer services, offer you new products or services, enforce the terms of this Agreement, prevent fraud and respond to regulatory and legal requirements; (b) providing Information, including information contained on your Call List and other personal information, to law enforcement or fire service personnel, and our subcontractors or assignees for the purpose of providing services or in response to a subpoena or other legal process; and (c) using and sharing aggregate customer information and statistics that do not include information that identifies you personally. We may contact you by telephone, facsimile, e-mail, or other Internet services, with respect to the System and services we provide under this Agreement, and new offerings of systems or services we may make available in the future.

15. Limitation of Actions; Governing Law. Any proceeding arising out of this Agreement, whether based upon contract, negligence, or otherwise, must be brought no later than one year after the accrual of the claim. This Agreement is made and entered into in Santa Clara County, California between California domiciliaries. The validity, meaning, and effect of this Agreement are determined in accordance with California law, regardless of choice of law principles.

16. Authorities Having Jurisdiction. We are not responsible or liable for any costs, fees, or charges necessitated by changes in the regulations or standards of any law-enforcement agency or authority having jurisdiction, including the interpretation of regulations and standards. You must pay us for the cost of any extra expenses imposed by any changes in the regulations or standards that may be requested or required by any law-enforcement agency or authority having jurisdiction.

17. Interruption, Suspension, or Cancellation of Service. We are not liable for interruption or delay of service due to strikes, riots, floods, storms, earthquakes, fire, power failures, war, declared or undeclared, terrorism, insurrection, interruption or unavailability of telephone, cellular, cable, radio, Internet, or other transmission services, acts of God, or for any other cause beyond our control. **We are not required to provide services to you while any of these causes exist.**

18. Entire Agreement. This Agreement is the final expression of and sets forth the entire agreement between the parties. No other agreements, representations, or warranties, express or implied, oral or written, have been made by any party to the other with respect to this Agreement. All prior and contemporaneous conversations, negotiations, and warranties are not relied upon and are waived. This Agreement supersedes and replaces all prior oral or written agreements or understandings between the parties. This is an integrated agreement. This Agreement cannot be changed verbally, and all changes must be in writing signed by authorized representatives of both parties. This Agreement governs if there is any conflict between this Agreement and your purchase order or other document delivered to us, whether the purchase order or document is prior or subsequent to this Agreement.

19. Enforceability; Waiver of Breach. If any part of this Agreement is void, the remaining portions of the Agreement remain enforceable. No waiver of a breach of any term or condition of this Agreement is a waiver of any succeeding breach.

20. Interpretation; Construction. The captions are for convenience of reference only and have no force in the interpretation or construction of this Agreement. The neuter includes the masculine or feminine gender, and the singular includes the plural wherever the context requires. Each term of this Agreement is a condition to be fully performed. The rule of construction that ambiguities are resolved against the drafting party does not apply in interpreting this Agreement.

21. Authorized Signatories. The individuals executing this Agreement are authorized signatories and have the full power to enter into this Agreement, and make the representations and warranties set forth here.

22. Company License. Alarm Company Operators and Private Patrol Operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, California 95814.