



1265 Route 28 • South Yarmouth, MA 02664 • 508-394-0599 • MA LIC. #1317C

24 HOUR PROTECTION

ALARM MONITORING SERVICE AGREEMENT

FOR OFFICE USE ONLY

DATE: _____

FREQUENCY: _____

SERV. CODE: _____

DATE: _____ PASSCODE: _____ ACCOUNT NUMBER: _____

☐ New Account ☐ Transfer ☐ Other _____

Customer: _____

Installer #: _____

Address: _____

Call Waiting: ☐ Yes ☐ No

City: _____

Call Answering ☐ Yes ☐ No

State: _____ Zip Code: _____

Default: _____

Email/Text: _____

Panel Type: _____

Directions: _____

☐ Residential ☐ Seasonal ☐ Commercial

TERMS OF ALARM MONITORING AGREEMENT

The following terms and conditions, including those on the face and main body hereof, constitute an Agreement ("Agreement") between the "Customer", Seaside Alarms ("Installer") and Centra-Larm Monitoring, Inc. (the "Company") (collectively referred to herein as the "Parties").

1. **MONITORING SERVICE.** Customer hereby represents that it has contracted, or is about to contract, with the Installer for the installation and/or service of an electro-protective system at premises owned or occupied by the Customer (the "System") and that, in connection with such installation, has also requested monitoring service of said System. Installer and Customer have entered into an agreement whereby the Installer will provide monitoring services for the Customer; such services to consist solely of those described herein. Installer has subcontracted such monitoring services to the Company and the Company agrees to perform monitoring services solely as the subcontractor of Installer upon the terms and conditions set forth in this Agreement. The Company is not a party to any contract between Installer and Customer and is not bound by any of its terms. **The term of this agreement shall be for one year with automatic one year renewals unless canceled by either party upon 30 days written notice.** INSTALLER IS NOT OWNED OR OPERATED BY THE COMPANY AND IS AN INDEPENDENT ENTITY. CUSTOMER AGREES THAT THE COMPANY DOES NOT ASSUME AND SHALL NOT BE LIABLE FOR ANY ACTS OR OMISSIONS OF INSTALLER. The Company's sole obligation under this Agreement shall be to monitor, without liability, signals received from the System installed on the Customer's premises. When a signal from the System is received in the Company's monitoring facility the Company will use reasonable efforts to notify the proper police or fire department, paramedic unit or other authorities as deemed appropriate in the Company's sole discretion, and the first available person on Customer's emergency call list at such number as has been provided by the Customer or Installer. To avoid false alarms, the Company may call Customer's premises first to determine if an actual emergency exists before the Company calls any authorities. If the Company has reason to believe that no actual emergency exists, the Company may choose not to place such calls. If medical alert is specified as a service to be provided, Customer acknowledges that Company provides no response to a medical alert signal except notification to the appropriate party, and that the provisions of this Agreement exculpating and limiting Company's and Installer's liability are fully applicable to the medical alert service. The Company may discontinue any particular response service by giving Customer written notice if required to do so by any governmental agency or the Company's liability insurance provider. **MONITORING SERVICE WILL NOT BEGIN UNTIL THE COMPANY HAS RECEIVED AND APPROVED: (A) A FULLY EXECUTED COPY OF THIS AGREEMENT, (B) VALID TEST SIGNALS FROM THE SYSTEM, AND (C) ANY REQUIRED LICENSING INFORMATION.**

2. **TERM, SUSPENSION, DISCONNECTIONS.** This Agreement shall continue for as long as the Installer contracts with the Company for the performance of monitoring services for Customer. In the event that (i) Installer notifies the Company of its termination of service for Customer for any reason, or (ii) the Installer fails or refuses to make payment for services furnished, or to be furnished, to the Customer, or (iii) if the System is not maintained in good operating condition, or (iv) in the event the agreement between Installer and the Company is terminated by the Company, the Company will give the Customer at least ten (10) days notice of termination of such services to the Customer and, upon giving such notice, this Agreement and all the Company's responsibilities hereunder shall come to an end as of the date fixed in such notice, unless Customer otherwise elects to have the Company continue the performance of monitoring services for Customer as outlined hereunder. The Company will not be obligated to notify Customer in the event Installer terminates the agreement between Installer and the Company for any reason. Upon termination of this Agreement it shall be the obligation of the Customer to disconnect the transmitting device which transmits the alarm signal to the Company and the Customer shall allow the Installer or an agent of the Company to enter the premises during regular business hours and disconnect the transmitting device. Customer's failure or refusal to disconnect the transmitting device shall cause Customer to be liable for all loss or damage the Company may sustain including, but not limited to, the Company's inability to assign to another user of the Company's alarm monitoring service the number designation theretofore assigned to the Customer. Should Customer elect to have Company continue the performance of monitoring services, Customer must provide written notice pursuant to paragraph #14 of this Agreement to Company of same no later than ten (10) days following Customer's receipt of notice of termination of services by Company. Monitoring service may thereafter be provided to Customer by the Company or a third-party designee of the Company upon the execution of a monitoring contract between Customer and Company, or its designee, which shall supersede and replace the former monitoring contract respecting Customer's premises entered into between Customer and Installer. This Agreement may also be suspended at the Company's option, should the protective equipment or the premises of the Customer or the Company become so substantially disabled or damaged that further service is impracticable, or if the rendering of such service is not possible by reason of strike, riots, floods, fires, interruption of telephone or other communication services, ruling or action of any governmental authority, acts of God, or any other cause beyond the control of the Company.

**Subject to Terms and Conditions of this Agreement (Including the reverse side)
the subscriber agrees to subscribe for the CENTRA-LARM MONITORING.**

X _____
(Authorized signature of Customer)

X _____
(Authorized signature of Installer)

ACCEPTED: CENTRA-LARM MONITORING

By: _____

Date: _____

TERMS OF ALARM MONITORING AGREEMENT (continued)

3. **CUSTOMER'S DUTIES.** The Customer agrees to use its System each and every time there will not be a person at the Customer's premises to inspect for or discover the condition the System is designed to warn or protect against. Before setting the System for use, Customer agrees it will test the System to see if it is in proper working order. The Customer has the obligation of telling the Company when the System is not working. Customer will obtain and keep in effect all permits and licenses that may be required for the installation and operation of the System. Customer is solely responsible for notifying the Installer of any changes in the persons or contact information on the Customer's emergency call list, and providing and updating all information regarding the System as necessary for the Company to perform the monitoring services. The Customer understands that the Company must know and have on record basic information about the Customer's System and a written list of names and telephone numbers of those persons for whom Customer wishes to receive notification of alarm signals, and that the Company, in performing its obligations under this Agreement, will rely on such information provided by the Customer or the Installer. Customer designates Installer as its exclusive agent to convey information to or otherwise deal with the Company hereunder. Customer shall at all times maintain a policy of public liability, property damage, burglary and theft, fire, water damage and loss of property insurance. The minimum liability insurance shall be one million dollars for any injury or death, and property damage and loss, burglary and theft, and fire and water damage coverage in an amount necessary to indemnify Customer for property (whether owned by Customer or other parties) on its premises. In no event shall Company or Installer be responsible for any portion of any loss or damage that is recovered or recoverable by the Customer from insurance covering such loss or damage or for such loss or damage against which Customer is indemnified or insured.

4. **CONDITION OF EQUIPMENT.** The Customer acknowledges that the System is owned by him and all responsibility for maintenance, repair, service, replacement or insurance of the System are the responsibility of the Customer and not of the Company. The Company has no responsibility for the condition or functioning of the System.

5. **FALSE ALARMS; CHARGES; ASSESSMENTS.** If the Customer's System is damaged to such an extent, or not functioning in such a way, that false alarms are transmitted with unreasonable frequency, the Company may choose to suspend its obligations under this contract until the System is fixed or the condition corrected. If the Company elects to suspend its obligation, it will first, to the extent it is reasonably possible to do so, notify the Customer of the suspension. The Company shall not be responsible for any fees, charges, or assessments imposed by any government authority or other persons in connection with false alarms from any equipment located at Customer's premises, and Customer and Installer agree to indemnify the Company in connection with same.

6. **TRANSMISSION LINES; SYSTEM INTERRUPTIONS.** Customer understands that, for equipment which transmits signals via telephone circuit, cellular and/or radio telemetry, or internet transmission, none of such services are infallible, and Customer specifically acknowledges that Company does not represent or warrant that the transmission of signals will not be interrupted, circumvented or compromised. In addition, Customer understands that a digital communicator is a reporting device which requires the telephone line to be operative for a signal to be received by the monitoring center. Accordingly, if the telephone line is not operative, there is no indication of this fact at the monitoring center and no signal can be received by the monitoring center while the telephone line remains inoperative. Customer understands that cellular or radio transmissions may be impaired or interrupted by atmospheric conditions, including electrical storms, power failures or other conditions and events beyond the Company's control. The use of DSL, BPL, VoIP or other broadband or Internet-based telephone service may prevent the System from transmitting alarm signals to the Company's monitoring center, after it is installed or at any time in the future, and/or interfere with the telephone line-seizure feature of the System. Customer agrees to notify the Installer and the Company if Customer has installed or intends to install DSL, VoIP, BPL or other broadband or Internet service. **IMMEDIATELY AFTER THE INSTALLATION OF DSL, VoIP, BPL, OR OTHER BROADBAND OR INTERNET SERVICE, CUSTOMER MUST TEST THE SYSTEM'S SIGNAL TRANSMISSION WITH THE COMPANY'S MONITORING CENTER.**

7. **EXCULPATORY CLAUSE:** The Company and Installer are not assuming any liability for, and therefore, shall not be liable to Customer for, any loss, personal injury or property damage sustained by Customer as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or committed to by the Company's negligent performance to any degree (including gross negligence), failure to perform any obligation, or strict product liability. By agreeing to monitor the Customer's System, the Company and Installer do not make any promise or representation, or express or implied warranty, that the Customer's System, the monitoring services provided by the Company, or the Company's monitoring equipment are fit for the protective service the Customer intends, nor that such protective services will provide for the protection intended.

Further, without limiting the foregoing exculpatory provisions, the Company will not be responsible for losses or damages suffered by a Customer caused by (i) defects or deficiencies in the System owned by the Customer, (ii) delay in response time or failure to respond by any person or authority notified by the Company according to Customer's instructions in this Agreement, or (iii) inaccuracy of any Customer information or data provided by the Customer to Installer or the Company, or from the Installer to the Company.

8. **COMPANY IS NOT AN INSURER.** It is understood and agreed by the parties hereto that Company and Installer are not insurers and that insurance, if any, covering personal injury and property loss or damage on Customer's premises shall be obtained by the Customer; that the Company is being paid to monitor a system designed to reduce certain risks of loss and that the amounts being charged by the Company are not sufficient to guarantee that no loss will occur or to assume the risk of consequential or other damages to Customer; and that the Company and Installer are not assuming responsibility for any losses which may occur even if due to Company's or Installer's negligent performance or failure to perform any obligation under this Agreement. The Company and Installer do not make any representation or warranty, including any implied warranty of merchantability or fitness, that the System installed by the Installer or service or monitoring equipment supplied or utilized by the Company may not be compromised, or that the services will provide the protection for which they are intended.

9. **LIMITATION OF LIABILITY.** Customer agrees that should there arise any liability whatsoever on the part of Company or Installer, whether in contract, tort or equity, including, but not limited to, any general, direct, special, incidental, exemplary, punitive and consequential damages, and whether as a result of Company's and/or Installer's negligent performance to any degree, failure to perform any of Company's obligations, equipment failure or strict liability, such liability shall be limited to the total sum of \$250. If Customer wishes to increase the limitation of liability, Customer may, as a matter of right, enter into a supplemental agreement and obtain a higher limit by paying an additional amount consonant with the increase in liability.

10. **LIQUIDATED DAMAGES.** The Parties agree that in the event Customer suffers damages as a result of Company's negligence to any degree for failure to perform any obligation, it would be impractical and extremely difficult to anticipate or fix actual damages. Therefore, Customer agrees that should there arise any liability on the part of the Company, Customer agrees to accept \$250.00 as liquidated damages in complete satisfaction of such liability and the Company is released and discharged from any further liability.

11. **INDEMNIFICATION AND SUBROGATION.** Customer and Installer agree to and shall indemnify and hold harmless the Company, its employees and agents, from and against all claims, lawsuits, losses, demands and expenses, including attorneys' fees, alleged to be occasioned by the Company's performance, negligence to any degree or failure to perform its obligations under this Agreement. The Parties agree that there are no third party beneficiaries of this Agreement. Customer and Installer waive, on their behalf and on behalf of any insurance provider, any right of subrogation and agree to release the Company from any claims of any parties suing through their authority or in their name, such as their respective insurance companies, and Customer and Installer agrees to defend Company against any such claim, respectively.

12. **ASSIGNMENT.** The Customer may not assign its interest under this Agreement without written consent of the Company. The Company may assign this Agreement to any other alarm company or monitoring company.

13. **GOVERNING LAW; LIMITATION OF LAWSUITS; WAIVER OF JURY TRIAL.** This Agreement shall be governed by the laws of New Hampshire without reference to its conflicts of laws principles. Any legal actions or proceedings arising out of this Agreement will be brought exclusively in the State of New Hampshire. Both Installer and Customer agree that no lawsuit or any other legal proceeding connected with this Agreement or the services hereunder shall be brought or filed against Company more than one year after the incident giving rise to the claim occurred. In addition any such legal proceeding shall not be heard before a jury. Each party hereby waives any right to a jury trial.

14. **NOTICES.** Any notices required to be given to the Company must be in writing and mailed by certified mail, return receipt requested, addressed to the Company.

15. **ENTIRE AGREEMENT; MISCELLANEOUS.** This Agreement contains the entire understanding between the Parties and only representations contained herein are binding on the Parties. It replaces any earlier oral or written understandings or agreements. It may only be changed by a written agreement signed by the Parties. These provisions, however, are not intended to limit or invalidate the provisions set forth in any installer contract between Company and Installer. If Customer has given or ever gives the Installer or Company a purchase order for the service which provides for different terms than this Agreement, this Agreement will govern and be controlling. **THIS AGREEMENT CANNOT BE AMENDED, ALTERED OR MODIFIED BY ANY AGREEMENT ENTERED INTO BETWEEN INSTALLER AND CUSTOMER. THE COMPANY'S OBLIGATION TO PROVIDE MONITORING SERVICE TO CUSTOMER ARISES SOLELY FROM THIS AGREEMENT.** Customer is not a third party beneficiary to any agreement between the Installer and the Company. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of the Agreement shall remain in force. This Agreement is only valid if it is signed by an officer or authorized agent of the Company.

16. This Agreement is valid for the term set forth in Section 2 above or until otherwise terminated pursuant to the terms herein or otherwise canceled in writing upon ten (10) days written notice by Centra-Larm. notified by the Company according to Customer's instructions in this Agreement, or (iii) inaccuracy of any Customer information or data provided by the Customer to Installer or the Company, or from the Installer to the Company.