

# ALARM MONITORING SERVICES SUBSCRIBER INFORMATION SHEET

Dealer Name \_\_\_\_\_ Dealer Code \_\_\_\_\_ Dealer Default \_\_\_\_\_

Account # \_\_\_\_\_ Partitioned:  Y  N If yes, complete a SIS for each partition. Start Date \_\_\_\_\_

Subscriber Name \_\_\_\_\_

Installation Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Cross Street/Subdivision/Directions: \_\_\_\_\_

TimeZone:  Pac.  Mtn.  Cent.  East. Panel Phone # \_\_\_\_\_ Alarm License/ Permit# \_\_\_\_\_

Residential  Commercial  Industrial Premises Office Hours \_\_\_\_\_ Equipment Type \_\_\_\_\_

Type(s) of Monitoring:  Burglar  UL Burglar  IP: \_\_\_\_\_  Video (also submit Video addendum)  
 Fire  Required Fire  UL Fire  Wireless Backup (provide brand) \_\_\_\_\_

Test Monitored:  Hourly  Daily  Weekly  Monthly  Quarterly Open/Close:  Y  N If yes, submit Open/Close Addendum

**Please provide area codes for all phone numbers. Designate 2nd Verification and Contacts as (H)ome, (O)ffice, or (C)ellular.**

Call List	Phone #	Call List	H   O   C	Phone #
1. Premises	/ -	6. 2nd Verification	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	/ -
2. Police	/ -	7. Contact #1	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	/ -
3. Fire	/ -	8. Contact #2	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	/ -
4. Ambulance	/ -	9. Contact #3	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	/ -
5. Guard	/ -	10. Contact #4	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	/ -

**Passcode** (14 character limit) \_\_\_\_\_ **Maximum 4 Contact Phone Numbers**

**Communicator Format:** \_\_\_\_\_

Partition/ Area #	Zone #	Code Description	Zone Description	Instructions (Use Initials Below)			
				1st	2nd	3rd	4th

Does this account have additional zones?  Y  N If Yes, please submit the zones addendum.

Partition/Area Description	Partition/Area Description	Instructions
1.	5.	<b>VP</b> Verify Premises
2.	6.	<b>NA</b> Notify Authorities
3.	7.	<b>NC</b> Notify Contact Immediately
4.	8.	<b>NCDB</b> Notify Contact During Business Hours
		<b>ND</b> Notify Dealer Immediately
		<b>NDDB</b> Notify Dealer During Business Hours
		<b>NG</b> Notify Guard

DEALER BILLING CLIENTS: Do you want AMS to bill this account for you?  Y  N If Yes, please complete this section.

Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Billing Interval:  Monthly  Quarterly  Semi Annual  Annual Monthly Rate: \_\_\_\_\_ Billing Start Date: \_\_\_\_\_

### MONITORING FACILITY AGREEMENT

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Alarm Monitoring Services, Inc. ("Company") and \_\_\_\_\_ ("Subscriber"). Subscriber is sometimes referred to herein as "you" or "your". Subject to the terms and conditions hereinafter set forth, Company agrees to perform monitoring services ("Services") for an electronic security alarm signaling system ("System"), as a subcontractor of \_\_\_\_\_ ("Dealer"). You understand and agree that your local municipality may require that you obtain a license or permit for the use or monitoring of the System and that you are solely responsible for determining and complying with such obligations.

**NOTICES TO SUBSCRIBER.** YOU SPECIFICALLY ACKNOWLEDGE AND ACCEPT THE DISCLAIMER/LIMITATION OF LIABILITY AND INDEMNITY PARAGRAPHS HEREOF. TERMS AND CONDITIONS ON THE REVERSE SIDE ARE AN INTEGRAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT. READ THE FRONT AND REVERSE BEFORE SIGNING.

**NO WARRANTIES.** THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE HEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, the parties, intending to be legally bound hereby, have signed or caused this Agreement to be signed on the date first above written.

ALARM MONITORING SERVICES, INC.

DEALER

SUBSCRIBER

BY: \_\_\_\_\_

This agreement is subject to the terms and conditions set forth herein, shall commence on the date hereof and shall remain in effect for a period of \_\_\_\_ year(s) . This agreement may be renewed by the Subscriber under the same terms and conditions as set forth herein by notifying Dealer at least Sixty (60) days prior to the expiration date of this agreement. If such notice is not given, this agreement shall automatically renew for periods of 1 year, first renewal to commence upon date of expiration of this agreement and each successive term to follow annually upon expiration of any renewal period unless cancelled during such renewal period by either party upon thirty (30) days written notice. Subscriber agrees to pay Dealer a monthly/quarterly/annual payment of \_\_\_\_\_, which is to be billed monthly/quarterly/annually on the \_\_\_\_\_(date billed) and become due on \_\_\_\_\_ .

1. **DISCLAIMER/LIMITATION OF LIABILITY.** YOU UNDERSTAND AND AGREE:

THAT NEITHER COMPANY NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS OR EMPLOYEES (COLLECTIVELY, "REPRESENTATIVES") IS AN INSURER; THAT YOU CURRENTLY HAVE AND SHALL ALWAYS MAINTAIN INSURANCE COVERING YOU, YOUR FAMILY, YOUR EMPLOYEES AND OTHERS WHO MAY BE ON YOUR PREMISES FOR MEDICAL, DISABILITY, LIFE, AND PROPERTY DAMAGE; THAT RECOVERY FOR ALL SUCH LOSS, DAMAGE, COST AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY; AND THAT COMPANY AND REPRESENTATIVES ARE RELEASED FROM ALL LIABILITY DUE TO ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE, THE IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM, BREACH OF CONTRACT, EXPRESS OR IMPLIED, BREACH OF WARRANTY, EXPRESS OR IMPLIED, OR BY LOSS OR DAMAGE TO OR MALFUNCTION OF FACILITIES NECESSARY TO OPERATE THE SYSTEM, TRANSMIT ANY SIGNAL OR OPERATE ANY MONITORING FACILITY.

YOU FURTHER UNDERSTAND AND AGREE: THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF COMPANY OR REPRESENTATIVES FOR ANY LOSS, DAMAGE, COST OR EXPENSE DUE TO ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE WHICH OCCURS BEFORE OR AFTER THE SIGNING OF THIS AGREEMENT, PRODUCT OR STRICT LIABILITY, BREACH OF WARRANTY, EXPRESS OR IMPLIED, BREACH OF CONTRACT, EXPRESS OR IMPLIED, OR FOR CONTRIBUTION OR INDEMNIFICATION, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$1,000.00 COLLECTIVELY FOR COMPANY AND REPRESENTATIVES.

IN THE EVENT THAT YOU WISH TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, YOU MAY, AS A MATTER OF RIGHT, OBTAIN A HIGHER LIMIT BY PAYING A CHARGE FOR THE INCREASE IN SUCH LIMIT OF LIABILITY, BUT THIS CHARGE OR ANY HIGHER LIMITATION SHALL IN NO WAY BE INTERPRETED TO HOLD COMPANY OR REPRESENTATIVES AS AN INSURER.

2. **Release of Insured Losses and Waiver of Subrogation.** You hereby waive any rights your insurance company may have to be reimbursed by Company or Representatives for money paid to you or on your behalf. You hereby release Company and Representatives for all losses, damages and expenses which are insured.

3. **Termination.** Company may terminate this Agreement at any time upon five (5) days written notice to you.

4. **Transmission of Data or Voice.** You acknowledge that a digital alarm communicator transmitter is part of the System and is a non-supervised reporting device. If the transmission medium for delivery of data or voice communications from your System to the monitoring facility or your telephone equipment is incompatible, inoperative, circumvented, compromised or interrupted by natural or human causes including, without limitation, the cutting of the telephone line, radio transmission interference, power line surges or outages (BPL), or internet or internet provider problems (VOIP), there is no indication of this fact at the monitoring facility. Further, you understand that a two-way voice system enables Company to "listen-in" to your premises. You authorize and consent to Company listening-in and release Company and Representatives for all claims, losses, damages, costs and expenses due to Company listening-in to your premises.

5. **INDEMNIFICATION.** IF ANYONE OTHER THAN YOU, INCLUDING YOUR INSURANCE COMPANY, ASKS COMPANY OR REPRESENTATIVES TO PAY FOR ANY LOSS, DAMAGE OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ECONOMIC LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) DUE TO (I) BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED, (II) ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE BY COMPANY OR REPRESENTATIVES, (III) FAILURE OR MALFUNCTION OF THE SYSTEM OR THE MONITORING FACILITY, (IV) RECORDING OF COMMUNICATIONS OR VIDEO SURVEILLANCE/RECORDING, (V) PRODUCT OR STRICT LIABILITY . OR (VI) A CLAIM FOR SUBROGATION, INDEMNIFICATION OR CONTRIBUTION, YOU AGREE TO PAY (WITHOUT ANY CONDITION THAT COMPANY OR REPRESENTATIVES FIRST PAY) FOR ALL LOSSES, DAMAGES, COSTS AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY COMPANY OR REPRESENTATIVES.

6. **Suspension of Service.** Should Dealer default under its contract with Company, or upon termination or suspension of Services for any reason under Company's contract with Dealer, or if the System becomes a "runaway" system or the System excessively signals the company's monitoring facility without apparent reason, you unconditionally and irrevocably authorize Company to, without limitation, concurrently or consecutively, do any one or more of the following: ignore all signals received from the System, disconnect the System, or render the System incapable of signaling locally or communicating with the monitoring facility by deletion or modification of data necessary to operate the System and Company's obligations hereunder are waived automatically without notice to you.

You agree that Company's obligations hereunder are waived automatically without notice and you release Company for all loss, damage and expense in the event the monitoring facility, equipment, or facilities necessary to operate the System or monitoring facility are interrupted, circumvented, compromised, destroyed, damaged, inoperable or mal(collectively, an "Interruption") for any reason whatsoever, for the duration of such Interruption of service.

7. **False Alarms.** In the event the System is activated for any reason whatsoever, you shall pay, without any right to be reimbursed by Company, all fines, fees, costs, expenses and penalties assessed against you or Company by any court or governmental agency.

8. **Binding Agreement.** This Agreement becomes binding upon Company only (i) when signed by an authorized representative of Company, who must be a corporate officer if (a) there are any additions to the Agreement, or (b) any of the printed terms and conditions have been altered, deleted or substituted by other wording, or (ii) upon commencement of Services.

9. **Applicable Law.** This Agreement shall be governed by and construed according to the laws of Louisiana.

10. **Type and Place of Suit.** You and Company each unconditionally and irrevocably agree that all claims, actions or proceedings arising out of or from, in connection with, as a result of, related to or as a consequence of this Agreement or the Services (a "Suit") shall be limited to breach of this Agreement only (all other types of claims being hereby waived and Company and Representatives being hereby released) brought exclusively in the state or federal courts located in the district or county where Company's monitoring facility is located and you and Company each unconditionally and irrevocably consent to the exclusive jurisdiction of these courts.

11. **Service of Process.** You and Company each authorize and consent to service of process by U.S. mail, certified, return receipt requested, or national overnight courier service (with confirmation of receipt).

12. **WAIVER OF TRIAL BY JURY. YOU AND COMPANY EACH HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY SUIT BROUGHT BY EITHER PARTY.**

13. **Contractual Limitation of Actions.** All Suits against Company or Representatives must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or said Suit is barred. The time period in this paragraph must be strictly complied with.

14. **Assignability of Agreement.** This Agreement is not assignable by you. This Agreement or any portion thereof is assignable by Company and, upon assignment, Company shall have no further duty, obligation, responsibility or liability to you.

15. **Monitoring Service.** Monitoring service consists solely of the calling by telephone ("Calling") (at the numbers supplied by Dealer or you in writing) of Proper Authorities (the "Call List") within a reasonable period of time under the circumstances at the Monitoring Facility and the priority of the Signal after Signals which are codes identified in writing by Dealer ("Listed Codes") appear on an operator's computer screen at the Monitoring Facility or voice communication is received from the Subscriber's premises ("Premises") ("Monitoring Services"). No Monitoring Services shall be rendered for Signals received which are not Listed Codes or for voice communication which does not request assistance.

Notwithstanding anything contained herein to the contrary, upon receipt of a Listed Code and prior to Calling the Call List, Company may, in its sole and absolute discretion and without any liability, contact or attempt to contact the Premises by one telephone call to confirm the necessity to report the receipt of a Listed Code to Proper Authorities.

Company's efforts to notify Proper Authorities shall be satisfied by (a) advice of receipt of a Listed Code to the first person answering a Call, or (b) if a Call does not connect (e.g., telephone equipment or telephone company's system unable to successfully complete the Call for any reason), one attempt to call each of the Proper Authorities, or (c) by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the reconnection of voice or data communications.

16. **Service Information Obligation of Subscriber.** You shall properly and accurately complete and deliver to Company in writing all information required by Company to perform Services under this Agreement ("Information"). All Information (and all additions, modifications or changes) shall be (i) your sole and absolute responsibility, and (ii) in writing or electronically transmitted by you or Dealer to Company. All Information shall not become available for use until transferred by Company to its database which shall occur not sooner than the next business day after receipt of the Information at the monitoring facility. No oral communication shall be binding on Company. Notwithstanding the foregoing, in the event Company provides or agrees to provide any of the Information, Subscriber hereby releases Company for any and all acts, errors or omissions of Company, including Company's active or passive sole, joint or several negligence of any kind or degree arising out of or from or related to Company providing, failing to provide or agreeing to provide any Information.

17. **Integrated Agreement.** This instrument contains the entire agreement between you and Company. Neither party has authority to make or claim any representation, term, promise, condition, statement, warranty, or inducement (collectively, "Inducement") which is not expressed herein. You and Company each represent that it/he/she is not relying on any Inducement in signing this Agreement which is not expressed in the Agreement.

18. **Valid Agreement.** Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this Agreement, or of such provisions as applied to any other circumstances shall not be affected thereby, and shall remain in full force and effect as valid, binding and continuing.

19. **Modifications.** All changes or amendments to this Agreement must be in writing and signed by you and Company to be binding.

20. **Right to Subcontract.** Company may, in its sole and absolute discretion, subcontract for the provision of Services under this Agreement. You agree that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Company to provide any Service to you, and bind you to said subcontractor with the same force and effect as they bind you to Company.

21. **Consent to Intercept, Record, Disclose And Use Contents of Communications.** You, for yourself and as the authorized agent of your family, guests, agents, servants, representatives and employees (individually and collectively, "Any Person"), hereby consent to Company intercepting, recording, retrieving, reviewing, copying, disclosing and using the contents of all telephone, video, wire, oral, electronic and other forms of transmission or communication to which you, Any Person or Company are parties.

22. **MEDICAL EMERGENCY SIGNAL. YOU ACKNOWLEDGE AND AGREE THAT COMPANY'S SOLE RESPONSIBILITY UPON RECEIPT OF A MEDICAL EMERGENCY SIGNAL TRANSMITTED FROM THE SYSTEM IS TO CALL BY TELEPHONE THE MEDICAL ASSISTANCE PROVIDERS AS DIRECTED BY YOU. YOU UNDERSTAND AND AGREE THAT COMPANY AND REPRESENTATIVES ARE HEREBY RELEASED FROM ALL LIABILITY DUE TO ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF COMPANY OR REPRESENTATIVES WHICH YOU, OR ANYONE CLAIMING THROUGH YOU, IN ANY WAY MIGHT OR COULD CLAIM AGAINST COMPANY OR REPRESENTATIVES BASED UPON, ARISING OUT OF OR FROM, IN CONNECTION WITH, RESULTING FROM, RELATED TO OR AS A CONSEQUENCE OF COMPANY'S FAILURE OR IMPROPER DISPATCH OF MEDICAL ASSISTANCE PROVIDERS.**

23. **Subscriber as Surety.** You agree to be a surety for the obligations of Dealer to Company including, without limitation, all charges for Services rendered or to be rendered by Company to you, upon written notice to you that Dealer is in default or breach of its agreement with Company.

24. **Subscriber Obligations.** If the business relationship between you and Dealer terminates, or if you sell or no longer occupy the entire Premises, you shall immediately (i) notify Company in writing, and (ii) deprogram the microprocessor in the alarm panel to delete Company's telephone number and account number.

25. **Paragraph Headings.** The paragraph titles used herein are for convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

26. **Company as Subcontractor.** You understand and agree that (i) the relationship between Company and Dealer is one of independent contractors where Company is a subcontractor of Dealer and not a partner or joint venturer with Dealer, and (ii) Company shall not be liable to you, directly or indirectly, for any liability of Dealer to you.

27. **Right to Notice and Cure.** In the event of any breach of this Agreement by Company, Subscriber agrees to provide written notice to Company specifically identifying the nature of the breach and the provisions of this Agreement affected thereby, and to permit Company to cure the breach within five (5) business days after receipt of the written notice or, if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured. If Company cures any said breach as provided herein, this Agreement shall continue unabated and Company shall not be liable to Subscriber for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.

28. **Subscriber as Agent; Revocation; Ratification; Retroactive Date.** You hereby appoint Subscriber as your agent for Subscriber, in Subscriber's name, to give direction to Company, as if done by you in your own right, concerning any and all matters arising out of or from, in connection with or related to the performance of Services. The authority granted to Subscriber under this section shall continue to be binding upon you until revocation in writing, signed by you, shall have been actually received by Company; and no such notice shall affect anything done by Company in reliance hereon or pursuant hereto prior to actual receipt of said written and signed notice of revocation. You hereby ratify and confirm all prior and contemporaneous acts of Subscriber pursuant to this section which you acknowledge and agree shall be and is deemed to be retroactive to the initial date Company performed any Services for you or on your behalf.

29. **Internet Services.** Company hereby grants to Subscriber a non-exclusive, non-transferable license to use the Company's internet site and software to access, input, delete and modify Information through the internet. Except for Subscriber's (a) failure to keep confidential all Information, passwords, etc., (b) use of the license or the Information in any manner that negatively affects Company, (c) use of the license or the Information for any illegal purpose, or (d) violation of any applicable law, this license shall continue and be coextensive with the term of this Agreement. Subscriber shall be solely and absolutely responsible for the Information which it inputs, deletes or modifies. Subscriber agrees that upon termination of this Agreement or termination or suspension of the license by Company, Company may immediately, and without notice, disable Subscriber's access to the internet site and software and cancel all passwords or other access codes.

30. **Execution in Counterparts and by Facsimile.** This Agreement may be executed in any number of counterparts, any one of which need not contain the signature of more than one party, but all of which shall together constitute one and the same instrument. The parties agree that this Agreement and the signatures affixed hereto may be transmitted and delivered by facsimile and that all such signatures and this Agreement transmitted or delivered by facsimile shall be deemed to be originals for all purposes and given the same legal force and effect as the original Agreement and original signatures.

31. **Storage of Agreement and Information.** Subscriber authorizes Company to store or retain this Agreement and all Information and other written materials on electronic data or other storage media and, in the sole and absolute discretion of Company, to destroy all written documents or materials which have been stored or retained on electronic data or other storage media.