





## TERMS AND CONDITIONS

1. **INSTALLATION:** Customer warrants that the Customer owns the premises in which the equipment is being installed or that Customer has the authority to engage Company to carry out the installation in the premises. Company intends to conceal wiring in the finished areas of the premises, however, there may be areas in which due to construction, decoration, or furnishing of the premises, it would be impractical to conceal the wiring and, in such cases, wire will be exposed. Customer agrees to provide 110 AC electrical outlets at designated locations for equipment requiring AC power. It is mutually agreed that the Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding, transmitting equipment and points of contact. Customer hereby authorizes Company to make any preparation such as drilling holes, driving nails, making attachments, or doing any other things necessary to install the above described system. Company agrees that all work will be done in a neat and workmanlike manner. Errors or omissions in construction or installation of the system must be called to the attention of the Company by the Customer in writing within ten (10) days of the installation or the system shall be deemed to have been accepted by Customer.
2. **LIMITED WARRANTY:** Any part of the system, including the wiring, installed under this Agreement which proves to be defective in material or workmanship during the limited warranty period specified on the front hereof will be repaired or, at Company's option, replaced with a new or functionally operative part.
3. **EXTENDED WARRANTY:** If the reverse side of this agreement indicates this service is being provided, Company, in return for the consideration paid for the Extended Warranty, agrees to keep and maintain in good serviceable condition, and, repair or replace those components of the system as Company deems necessary to provide proper service during the entire term of this Agreement. Company agrees to inspect system on the basis set forth on the front hereof. Company will mail a notice to customer approximately 30 days before inspection of system is due. Customer then needs to call our Service Department at 800-582-2459 and schedule a time (Monday thru Friday between 8:30 AM and 4:00 PM) for the inspection. Company will not be responsible for failure of Customer to schedule an inspection and will not be liable to refund or provide service other than current service. Company will not be responsible for the failure to check any parts of the system that are painted shut or not accessible.
4. **SERVICE PURSUANT TO THE LIMITED & EXTENDED WARRANTY:** Service will be provided Monday thru Friday between the hours of 8:30 AM to 5:00 PM. Company will provide same day service to any customer who calls before 1:00 P.M. After business hours and weekend calls will be invoiced at our current overtime rate.
5. This agreement does not cover damage created by fire, water, riot, acts of nature, pest, burglary, trouble due to interruption of commercial power or misuse or abuse by Customer, its agents, servants, or employees. Excluded also are exterior devices, window screens, batteries (other than their factory warranty), any alterations or modifications of system due to remodeling of premises or requirements of any governmental officials. Nor does this agreement cover failure of Customer to properly close windows or doors connected to the system or any unauthorized service or improperly adjusting CCTV cameras, monitors or accessory components. If Company provides service that is incurred from any or all of the above stated reasons, Company will invoice to customer our current charges to cover the service provided.
6. **MONITORING SERVICE:** Company agrees to provide 24 hour service for monitoring alarm activations received at the central station. Upon receiving an activation, central station personnel will call the Customer and, if we are given the proper passcode, will abort the dispatch of Police, Fire Department or Rescue Squad. If a proper passcode cannot be given, proper authorities will be dispatched, then notification of someone on the Customer's contact list will be made. Company recommends customers test their monitoring service periodically. Call 800-582-2459 and give your name and passcode number, activate system for 30 seconds then call 800-582-2459 and confirm signal going through. Customer authorizes Company to upload or download information to Customer's control panel in order to make it operational or to prevent continuous false alarm signals. Monitoring Service may be suspended at any time, at the option of Company, should Company be unable either to secure or retain the connections or privileges necessary for the transmission of signals between premises and the Central Station, or other place of connection, or if rendering of service is not possible due to damage to Company's monitoring facilities, so substantial that it is impractical to continue service due to strike, riots, floods, fires, acts of God, or any other cause beyond the control of Company. Nor shall Company be required or obligated to provide service with respect to Customer during any period in which the equipment located at such Customer's premises is disabled or damaged, or in a state of disrepair, or when Customer has repeatedly failed to properly use such equipment or follow required procedures to such an extent that the performance of Company with respect to such Customer is prevented or made impractical. Nor shall Company be liable for any damages or subject to any penalty as a result of such suspension. Any advance payment made for service to be supplied subsequent to the date of such termination shall be credited to the Customer's account.  
The parties agree that Company's sole obligation under this paragraph shall be to monitor signals received from the system located in or on Customer's premises. That Company, upon receipt of a signal shall make every reasonable effort to orally transmit notification of the emergency to the appropriate police, fire or other authorities, and to the person or persons whose names and telephone numbers are provided Company. It is further understood that Company does not assume any responsibility for the manner in which the police, firemen or others may respond to reported emergencies.
7. **COMPANY'S LIABILITY - PLEASE READ:** THE COMPANY DOES NOT REPRESENT OR WARRANT THAT A SYSTEM WILL IN ALL CASES PROVIDE THE SERVICE FOR WHICH IT IS INSTALLED OR INTENDED. CUSTOMER ACKNOWLEDGES THAT THE COMPANY IS NOT AN INSURER, THAT THE CUSTOMER ASSUMES ALL RISK FOR LOSS OR DAMAGE TO CUSTOMER'S PREMISES OR TO ITS CONTENTS AND CUSTOMER ACKNOWLEDGES THAT HE HAS READ AND UNDERSTANDS PARTICULARLY PARAGRAPHS #8, 9, 10, AND 11 OF THIS AGREEMENT WHICH SETS FORTH THE COMPANY'S OBLIGATION AND MAXIMUM LIABILITY IN THE EVENT OF LOSS OR DAMAGE TO CUSTOMER. It is mutually understood and agreed that any representation, promise, condition, inducement, or warranty, express or implied, not included in writing in this agreement shall not be binding upon any party, and the Company's terms and conditions hereof apply as printed without alteration or qualification, except as specifically modified in writing.
8. **COMPANY'S OBLIGATION.** Customer acknowledges that the Company's obligation hereunder relates solely to the installation and maintenance of the specified system and that the Company is in no way obligated to insure the operation of the system or any device of the Customer or others to which the Company's system is connected.
9. **THE COMPANY IS NOT AN INSURER AND LIQUIDATED DAMAGES.** It is understood and agreed by and between the parties hereto that the Company is not an insurer. Insurance, if any, must be obtained by the Customer. Charges are based solely upon the value of the services provided and are unrelated to the value of Customer's property or the property of others located in Customer's premises. The amounts payable by the Customer are not sufficient to warrant the Company assuming any risk of consequential or other damages to the Customer due to the Company's or its employees' negligence or failure to perform, including, but not limited to loss or damage which may be occasioned by or be caused by the improper working of any equipment or connecting circuit.  
  
THE CUSTOMER DOES NOT DESIRE THIS CONTRACT TO IMPOSE ANY LIABILITY ON THE COMPANY FOR PROPERTY LOSSES AND CUSTOMER AGREES THAT THE COMPANY SHALL NOT BE LIABLE FOR LOSS OR DAMAGE DUE DIRECTLY OR INDIRECTLY TO ANY NEGLIGENCE OF THE COMPANY OR ITS EMPLOYEES OR TO ANY OCCURRENCE, OR CONSEQUENCES THEREFROM, WHICH THE SERVICE IS DESIGNED TO DETECT OR AVERT. FROM THE NATURE OF THE SERVICES TO BE PERFORMED IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM THE FAILURE ON THE PART OF THE COMPANY TO PERFORM ANY OF ITS OBLIGATIONS HEREIN, OR FROM THE FAILURE OF THE SYSTEM TO PROPERLY OPERATE WITH A RESULTING LOSS TO THE CUSTOMER. IN THE EVENT THE COMPANY SHOULD BE FOUND LIABLE FOR LOSS OR DAMAGE DUE TO A FAILURE ON THE PART OF THE COMPANY OR ITS SYSTEM IN ANY RESPECT, THIS LIABILITY SHALL BE LIMITED TO THE SUM OF TEN PERCENT (10%) OF THE ANNUAL SERVICE CHARGE OR \$250.00, WHICHEVER IS GREATER, AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY. THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY IN THE EVENT OF LOSS OR DAMAGE, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTING DIRECTLY OR INDIRECTLY TO PERSON OR PROPERTY FROM THE PERFORMANCE OR NON-PERFORMANCE OF THE OBLIGATIONS SET FORTH BY THE TERMS OF THIS AGREEMENT OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF THE COMPANY, ITS AGENTS, OR EMPLOYEES.  
  
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10. **INDEMNITY.** In the event any person not a party to this agreement shall make any claim or file any lawsuit against the Company for any reason whatsoever, including but not limited to the installation, maintenance, operation, or non-operation of the system, Customer agrees to indemnify, defend, and hold the Company, its agents and employees, harmless from any and all claims and lawsuits including the payments of all damages, expenses, costs, and attorney fees whether these claims be based upon alleged intentional conduct, active or passive negligence, or strict or product liability, on the part of the Company, its agents, or employees.
11. **DELAY IN INSTALLATION OR REPAIR.** The Company assumes no liability for delay in installation or repair of the equipment, or for the interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection of or unavailability of telephone service, acts of nature or any other cause beyond the control of the Company and will not be required to supply service to the Customer while interruption of service due to any other such cause shall continue.
12. **THE DEPARTMENT OR CENTRAL STATION TO WHICH A CONNECTION IS MADE MAY INVOKE THE PROVISIONS HEREOF AGAINST ANY CLAIMS BY THE CUSTOMER DUE TO ANY FAILURE OF SUCH DEPARTMENT OR CENTRAL STATION.**

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8. **COMPANY'S OBLIGATION.** Customer acknowledges that the Company' obligation hereunder relates solely to the installation and maintenance of the specified system and that the Company is in no way obligated to insure the operation of the system or any device of the Customer or others to which the Company's system is connected.
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10. **INDEMNITY.** In the event any person not a party to this agreement shall make any claim or file any lawsuit against the Company for any reason whatsoever, including but not limited to the installation, maintenance, operation, or non-operation of the system, Customer agrees to indemnify, defend, and hold the Company, its agents and employees, harmless from any and all claims and lawsuits including the payments of all damages, expenses, costs, and attorney fees whether these claims be based upon alleged intentional conduct, active or passive negligence, or strict or product liability, on the part of the Company, its agents, or employees.
11. **DELAY IN INSTALLATION OR REPAIR.** The Company assumes no liability for delay in installation or repair of the equipment, or for the interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection of or unavailability of telephone service, acts of nature or any other cause beyond the control of the Company and will not be required to supply service to the Customer while interruption of service due to any other such cause shall continue.
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13. **RECEIPT OF COPY.** Customer acknowledges receipt of a copy of this agreement.
14. **NO WAIVER.** The failure of the Company at any time or times to require performance of any provisions of this Agreement shall in no manner affect the right to enforce subsequent performance of the same. No waiver by the Company of an condition or the breach of any term, provision, agreement or covenant contained in this Agreement in any one or more instances shall be deemed or construed as a further or continuing waiver of any subsequent breach or violation thereof or of any other term, provision, agreement or covenant contained in this agreement.
15. The invalidity of any portion of this agreement shall not affect the remaining valid portions thereof.
16. Each person who has signed or executed this agreement on behalf of Customer is and by these presents does hereby represent that he is authorized to do so, and does HEREBY bind said Customer.
17. **BINDING ON SUCCESSORS.** This Agreement shall be binding upon and insure to the benefit of the heirs, executors, administrators, assigns, successors and legal representatives of the parties hereto.
18. **INTERPRETATION.** This Agreement shall be construed and interpreted under the laws of the State of Georgia.