

FIRST STATE SECURITY AND ALARMS

3600 N. 23rd. Street
308
McALLEN, TX 78501
(956) 686-3502
1-877-465-3483

ALARM SYSTEMS
Valleywide License B-7076
Intercom • Stereo • Central Vacuum


ATTN: MR. R. MUNOZ

MONITORING AGREEMENT

1. This agreement made and entered into this 1ST day of MAY, 2012 between **First State Security and Alarms AND HIDALGO COUNTY PCT. #4** (hereinafter called "Subscriber"), of 1102 N. DOOLITTLE RD. EDINBURG, TEXAS, 78539

2. The Company agrees to provide monitoring and notification services for a MONTHLY fee of \$20.00 ANNUALLY, due and payable in advance quarterly commencing on MAY 1ST.

3. The Company's sole obligation under this agreement shall be to monitor signals received by means of the Subscriber's electronic-protective system and to respond thereto by making every reasonable effort to transmit notification of the alarm promptly to the Police, Fire, or other authorities and/or the person or persons whose names and telephone numbers are set forth in the Notification Instruction or as same may be changed on written notification by the Subscriber from time to time, unless there is just cause to assume that an emergency condition does not exist.
4. The electronic-protective system at Subscriber's premises is not the property of the Company, and said system is to be kept in working condition by the Subscriber. The Company cannot be responsible, at any time, for its working condition or any failure of same.
5. The Subscriber shall properly set the electronic-protective system for the protection required. The Subscriber shall carefully test the electronic- protective system each time same is set and shall immediately report any inadequacy or failure of said system to the Company and to a service representative for repair.
6. The Company shall not be obligated to perform any monitoring service hereunder during any time when any necessary telephone equipment is not in working order since signals to Company are received solely by means of telephonic communication.
7. It is agreed that the Company is not an insurer and that the payment hereinbefore named is based solely upon the value of the services herein described and it is not the intention of the parties that the Company assume responsibility for any loss occasioned by malfeasance or misfeasance of the services under this agreement or for loss or damage sustained through burglary, theft, robbery, fire or other cause or any liability on the part of the Company, by virtue of this agreement or because of the relationship hereby established. Subscriber shall be responsible for obtaining their own insurance coverage for any of the above losses.
8. If the Company is found liable for any loss or damage due to its negligence or the failure to perform its obligations in this agreement, including installing, monitoring, repairing or taking over the system, in any respect at all, the Company's maximum liability will be \$250.00.
9. The Company shall not be liable for any loss or damage to Subscriber or to third parties caused by defects or deficiencies in the electronic- protective equipment of any Subscriber nor shall the Company incur any liability for any delay in response time or non-response of Police, Fire, or other authorities, institutions or individuals notified by the Company, and Subscriber shall hold Company harmless therefrom and assume the risk for said loss or damage.
10. Company's liability under this agreement is limited to the repair or replacement of defective parts.
11. This agreement shall remain in full force and effect for a period of 12 months from the date of execution and shall be renewed annually thereafter for additional one year terms upon the same terms and conditions as herein contained unless said service is terminated by either party giving written notice to the other party within thirty days prior to the expiration of the original or additional annual term or unless terminated by provisions set forth in paragraph 12.
12. This contract may be cancelled by either party in the event that the premises are destroyed by fire, windstorm or other catastrophe so as to substantially damage the premises in a way that makes it impractical to continue service thereto.
13. The service fee specified herein may be changed by the Company after said agreement has been in effect for a period of at least 24 months. Said change shall be effective by Company giving Subscriber thirty days written notice prior to said adjustment in said service fee. Said service fee amount may be modified accordingly during the complete 12 month period. Should said increase be for a total of more than 15% over and above the existing rate at the time of said increase, then Subscriber may terminate this contract on the effective date of such adjustment.
14. This agreement shall be construed in accordance with the laws of TEXAS as are now in force and hereinafter amended.
15. This contract contains the entire agreement between parties hereto and cannot be altered without the written consent of both parties.
16. Company reserves the right for termination of services if contracted account is past-due more than 60 days from billing date. This is hereby agreed and accepted.

By: 
Title: OWNER
Date: 05/01/12

SUBSCRIBER
X
Y
By: _____
Date: X

Contract Number gd004593