



Address
715 N Inspiration
Mission, TX 78572

Administration
Tel: (956) 862-9194
Tel: (956) 458-4360

Monitoring
Tel: (800) 836-0142
Tel: (956) 862-9194

Triple R Fire & Safety
(hereinafter referred to as "The Company")

MONITORING CONTRACT

Alarm Customer Name/Address

Install/Monitored Name/Address

County of Hidalgo Texas

Hidalgo County PCT1 Administration Building

3100 S Business Hwy 83 Edinburg TX

1902 Joe Stephens

Weslaco TX. 78596

Home#: _____

Work#: _____

Acct#: _____

Install Co.: _____

Fire Alarm Monitoring Invoicing Information **Start Date:** 2/26/2019 **End Date:** 2/25/2020

Residential @ \$ _____ per Month Test timer: Monthly Weekly or

Commercial @ \$ _____ per Month Daily @ \$ 4.99 per Month

GSM/Cellular @ \$ 30.00 per Month Type/Provider: _____

GSM Information: Primary or Backup

GSM plan: Basic Supervision Other Specify: _____

If GSM is used, has the GSM PROVIDER END USER DISCLOSURE been attached & signed Yes No

Open/Close logging @ \$ 5.00 per Month Term of Agreement: 1 Year

Open/Close supervision @ \$ _____ per Month Alarm Customer Initials: _____

Monthly Reporting @ \$ _____ per Month To email: _____

Additional Services @ \$ _____ per Month Specify: _____

Total Monitoring rate: \$ <u>39.99</u> HST: \$ <u>0</u> Total Monthly Rate: \$ <u>39.99</u>
Payment Method: Monthly PAP <input type="checkbox"/> or Credit Card <input type="checkbox"/>
Email Address for Billing: _____
A \$4.95 fee may apply for customers who wish a paper invoice

NOTE: Billing is the 1st of each month. The first monitoring invoice will be prorated to cover the balance of the month of activation plus a full period as selected above. Monitoring is billed separately from the sale of equipment.

Communication Disclosure

Alarms generally communicate to the central monitoring station through your premise telephone line. If for any reason your telephone line is not functioning (telephone company technical problems, somebody cuts the line...) the alarm will not be able to communicate to the monitoring station. Other technologies, such as cellular communicators, can be used to monitor alarms. They have some risk of failure as well. As a result of these potential failures, Triple R Fire & Safety recommends two communication paths (ie: phone and cellular) to greatly reduce the risk of signal communication failures.

Other Information:

Req. # 388366

By signing here, you agree that you have read and agree to the terms and conditions on the following pages

Date: _____ Signature: _____

Printed: _____

Date: _____ Signature: _____

Printed: _____

****POLICE WILL NOT BE DISPATCHED FOR THE FIRST SEVEN DAYS OF MONITORING** Customer Initials _____

SERVICES CONTRACTED & PROVIDED:

Triple R Fire & Safety (The Company) agrees to arrange for The Alarm Customer an alarm monitoring service on behalf of the Alarm Install Company (Install Co.). The Company's sole and exclusive obligations hereunder are to monitor signals received by means of the alarm system and upon receipt of any such signals to make every reasonable effort to transmit by telephone, notification of the alarm promptly to police, fire, or other authority or such persons whose names and telephone numbers are set forth in the Monitoring Details provided in writing by The Alarm Customer (as same may be changed by The Alarm Customer or the Install Co. and acknowledged by The Company from time to time), unless there is reasonable cause for The Company to assume that emergency conditions do not exist at the premises (including but not limited to storms, power outages). The initial term of this agreement is as described and agreed upon on the front page. The initial term commences on the date the services become operational. Client may terminate contract without cause on thirty (30) days written notice. The Alarm Customer agrees to notify its insurers upon any termination of this agreement. The Alarm Customer acknowledges that upon termination, the Install Co. shall have the right to create an order to enter the premises upon reasonable notice to The Alarm Customer to reprogram the automatic dialing device so as to prevent The Company's monitoring station from receiving any further alarm signals. This order may, at the Install Co.'s discretion, be billable to the Alarm Customer at the Install Co.'s then current rates.

RESPONSIBILITIES OF THE ALARM CUSTOMER:

The Alarm Customer shall under no circumstances discriminate in any way against The Company's personnel nor shall it or any person associated with its account be verbally abuse in any way towards The Company's personnel at any time. If events such as these arise, The Company shall, at its absolute discretion, have the right to terminate the Agreement with immediate effect.

LIMITATION OF LIABILITY:

The Alarm Customer agrees that The Company, Install Co., their agents, employees, and sub-contractors are not insurers and are exempt from liability for any risk of any damage, loss or injury that may result upon the failure of the alarm system to operate or from the failure of any monitoring of alarm signals to respond to same, in both events, for any reason whatsoever. The Alarm Customer also agrees that the system can fail for reasons beyond the control of The Company and the Install Co. or response from the municipal authorities or designated contacts can be slow or ineffectual. As such this system is a deterrent and does not provide complete or unlimited protection or protection in lieu of insurance coverage. The Alarm Customer's payment to The Company is for monitoring service only and not for protection or insurance. In the event of any loss or damage for any reason whatsoever The Alarm Customer's sources of reimbursement are his/her own resources or property and liability insurers. The failure of the system to function or for the recipient of any alarm signal to react properly, for any reason whatsoever (including The Company's, or the Install Co., or their agents' or Contractors' negligence or gross negligence or substantial or fundamental breach of this agreement), shall not give rise to any liability, for breach of contract, tort or otherwise on The Company or Install Co.'s part except to return to The Alarm Customer payment of a reasonable value of its monitoring services not performed fixed at and limited to the return of \$1,000.00 or not more than the annual monitoring service fee in the year in which any such loss occurs or in the case of any equipment failure to the return of the market value of such equipment at the time of loss which the parties agree constitutes a genuine pre-estimate of The Alarm Customer's potential damages and is therefore agreed by, The Company, the Install Co. and The Alarm Customer to be liquidated damages. Any action by the Alarm Customer against the Company or the Install Co. must be commenced within one year of the accrual of the cause of action or shall be barred.

THE COMPANY AND INSTALL CO. WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES, FOR ANY LOST PROFIT, ECONOMIC OR CONSEQUENTIAL DAMAGE OR FOR ANY CLAIM OR DEMAND AGAINST THE ALARM CUSTOMER BY ANY OTHER PERSON. THE ALARM CUSTOMER ACKNOWLEDGES THAT AT THE TIME OF MAKING OF THIS AGREEMENT OR PRIOR THERETO, THE COMPANY HAS NOT BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OCCURRING.

Without limiting the generality of the foregoing in no circumstances shall The Company or Install Co. be responsible for any loss, damage, costs or expense suffered by The Alarm Customer or any person claiming through him on account of nor does any warranty given by The Company or Install Co. cover any of the following; (a) any error or omission in doing any act or providing any goods or services required to be done or provided by The Alarm Customer; (b) damage to the equipment or any part of it, by reason of any action or omission of The Alarm Customer or his/ her employees, servants, agents or contractors or by reason of any environmental condition including but not limited to fire, water; wind, lightning or any-other element & any other act of God, fire, explosion, misuse, tampering, vandalism, water, steam or any other peril for which The Alarm Customer has insurance or which is usually insured by owners or premises similar to those of The Alarm Customer or any other cause beyond the control of The Company and/or Install Co.; (c) any false alarm assessment, tax, fee or other charge that has or may be imposed or authorized by any government body relating to the installation or service provided under this agreement or any refusal to respond, cancellation, or suspension by any police, fire, ambulance or other law enforcement agency; (d) power failure, power surges, or variance or failure of telephone transmission lines or equipment; (e) tampering or attempted Service to any part of the equipment, addition of equipment or other alarm monitoring systems by any person not authorized in writing by The Company or Install Co.; (f) misuses or malfunctions of parts of the equipment not serviced by The Company or Install Co.; (g) failure of The Alarm Customer to properly arm the alarm system or any part thereof, or to properly close doors, windows or other protected points or to test and replace batteries as required; (h) changes to the premises as a result of renovation, construction, decoration or other alteration, storage of goods or lack of maintenance which may affect the performance of the alarm system or any part thereof; (i) any delay in obtaining replacement parts from any manufacturer or supplier thereof; (j) any delay in providing any goods or services for any reason beyond the control of The Company and/or Install Co. and; (k) charges for service calls prompted as a result of any of the foregoing.

SIGNALS:

Alarm Customers system with passive alarms may generate up to 4 signals per month. Alarm Customers system with signal logging may generate up to 75 signals per month. Excessive signals from the Alarm Customer's alarm may result in additional charges on a per signal basis.

BINDING EFFECT OF DOCUMENT:

This document when signed by The Alarm Customer and accepted by The Company shall constitute a binding contract for monitoring services described.

SUSPENSION OR CANCELLATION OF MONITORING SERVICES:

If The Company's alarm monitoring station is destroyed, damaged, or ceases operation for any cause, or if, due to The Alarm Customer's acts or omissions, (including failure to follow The Company's or Install Co.'s recommendations for use and testing, repairs or replacement of the system or any part thereof) it is impracticable in The Company's sole opinion to continue service then The Company may cancel monitoring service without notice and it shall not be liable for any damages as a result of terminating such services except for a refund of any fees paid for any period after the date of cancellation.

SUSPENSION OR CANCELLATION BY POLICE AGENCIES:

If local police, fire or ambulance authorities refuse to respond to calls pertaining to The Alarm Customer or any location serviced by The Company or Install Co. or suspends response for any reason including but not limited to excessive numbers of false alarms, regardless of source; this agreement shall not be terminated or suspended but The Company shall continue to provide monitoring services and shall, in response to alarm signals, notify The Alarm Customer's private security service or other person designated, if any. The Company shall bear no liability for false alarm fines regardless of cause. It is understood and agreed that The Company or Install Co. shall not be liable for any loss or damage incurred by The Alarm Customer arising out of the delay or failure of any police department or other agency to respond to an alarm. The Alarm Customer agrees to pay any false alarm assessments, permits, taxes, fees, fines, or other charges relating to the installation or service provided under this agreement which may be duly imposed by any government body or other organization.

SUSPENSION OR CANCELLATION FOR NON PAYMENT:

The Company may forthwith suspend or cancel monitoring service without notice if any payment is overdue or any cheque is not honored, in addition to any other right or remedy it may have.

COLLECTION COSTS:

Should the Alarm Customer default on this agreement or not pay for services, The Company reserves the right to send the account to a third party for collection. It is understood and agreed that The Company may do so for the entire amount remaining on the contract plus any collection costs it will incur in the process.

ASSIGNABILITY OF AGREEMENT:

Neither this agreement nor The Company's monitoring service are transferable without The Company's written consent to same. The Company shall have the right to assign this agreement at any time without consent of The Alarm Customer. In such event, The Alarm Customer shall deal with, look for the performance of this agreement to and have remedies for breach of this agreement against the assignee only and The Company shall, upon such assignment, be released from any obligation to The Alarm Customer hereunder.

ENTIRE AGREEMENT:

This agreement constitutes the entire agreement between the parties and no changes can be made, save in writing and signed by The Company, and the Alarm Customer. The parties agree that there are no other Conditions agreed to, representations made or warranties given in connection with the making of this agreement or pertaining to the goods or services provided by The Company hereunder, expressed or implied. NO PERSON OTHER THAN A DULY AUTHORIZED SIGNING OFFICER OF THE COMPANY AND IN PARTICULAR NO INSTALL CO., SALES REPRESENTATIVE OR CONSULTANT HAS ANY AUTHORITY TO AMEND, WAIVE, SUSPEND OR IN ANY WAY ALTER ANY OF THE PRINTED TERMS OR CONDITIONS HEREIN CONTAINED OR TO MAKE ANY PROMISE, REPRESENTATION, CONDITIONS OR WARRANTY NOT PROVIDED HEREIN. THE TERMS AND CONDITIONS HEREIN PRINTED SHALL PREVAIL OVER ANY INCONSISTENT OR ADDITIONAL TERMS OR CONDITIONS IN ANY PURCHASE ORDER OR OTHER LETTER OR DOCUMENT SUBMITTED BY THE CUSTOMER HERewith.

This Contract shall be governed by the laws of the State of Texas and is performable in Hidalgo County, Texas.