(COMPANY NAME)

(Address)

(phone)

(email/fax)

*This agreement is made \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_ by and between (NAME OF THE DEALER), herein referred to as*

*“DEALER’, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, herein referred to as “SUBSCRIBER”.                               (SUBSCRIBERS NAME)*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*(Street Address)                                       (City) (State) (ZipCode)*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_            \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.*

*(Home Number)                                            (Cell Phone Number)*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*(E-mail Address)*

*This is an agreement between you (SUBSCRIBER) and (DEALER) to be legally bound to the following:*

*Monitoring Services: Service begins when (DEALER) has billed and processed the dealer/subscriber’s, and alarm signals sent from dealer/subscriber’s alarm system has been received and validated by our alarm monitoring company.*

*The (DEALER) receives certain transmissions including, (WHATEVER YOUR COMPANY ACTUALLY MONITORS, INSTALLS, ETC.) and (WHOEVER YOUR COMPANY COMMUNICATES WITH ie. SUBSCRIBERS, POLICE, FIRE, MEDICAL, EMERGENCY, AMBULANCE, etc.) and (WHEN ie. 24/7).*

*Term: This agreement is for (NUMBER OF MONTHS OR YEARS). This agreement will automatically renew at the end of the initial term unless (DEALER) is given (NUMBER OF DAY NOTICE) of cancellation.*

Payment*: (SUBSCRIBER)) agrees that the services which (DEALER) provides. It has been negotiated between (DEALER) and (SUBSCRIBER) that (AMOUNT) billed to (SUBSCRIBER) each month for the services described.*

Past Due Status: Should the subscriber’s account become ‘PAST DUE’ for any reason, *(DEALER)* may, at its accord and without notice to said subscriber, remove alarm reporting from a toll free communication path. The subscriber understands that subscriber may incur communication charges for each alarm transmission from their telephone company should the toll free service be removed. Subscriber agrees that during the period subscriber’s account remains in it’s ‘PAST DUE’ status *(DEALER)* and it’s designated Central Station may, at it’s option, only respond to subscriber’s alarm signals by notifying only the appropriate authorities and may, at it’s option, refrain from calling subscriber’s telephone numbers and ‘call list’ numbers. (SUBSCRIBER) also understands that a charge of $ 50.00 will be required before toll free reporting and regular ‘call list’ service can be restored.

SUSPENSION OR CANCELLATION FOR NON PAYMENT: The (DEALER) may forthwith suspend or cancel monitoring service without notice if any payment is overdue or any check is not honored, in addition to any other right or remedy it may have.

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

*LIMITATION OF LIABILITY*: The (SUBSCRIBER) agrees that (DEALER), 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 (SUBSCRIBER) also agrees that the system can fail for reasons beyond the control of (DEALER) 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 (SUBSCRIBER’S) payment to (DEALER) is not for protection or insurance.

**THE (DEALER) WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES, FOR ANY LOST PROFIT, ECONOMIC OR CONSEQUENTIAL DAMAGE OR FOR ANY CLAIM OR DEMAND AGAINST THE (SUBSCRIBER) BY ANY OTHER PERSON. THE (SUBSCRIBER) ACKNOWLEDGES THAT AT THE TIME OF MAKING OF THIS AGREEMENT OR PRIOR THERETO, THE (DEALER) HAS NOT BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OCCURRING.**

BINDING EFFECT OF DOCUMENT: This document when signed by (SUBSCRIBER) and accepted by (DEALER) shall constitute a binding contract for monitoring services described.

This agreement constitutes the entire agreement between the parties and no changes can be made, save in writing and signed by (DEALER), and the (SUBSCRIBER). 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 (DEALER) hereunder, expressed or implied.

Subscriber’s signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(For DEALER use only)

Approved by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_