

**AFFORDABLE ALARMS WA**  
**MONITORING AGREEMENT AUGUST/2012**

Between Affordable Alarms WA (and/or Authorized Agent) hereafter called "Contractor" and \_\_\_\_\_, hereafter called "Subscriber," agree that Contractor shall cause Subscribers existing alarm system to be monitored, using Subscribers existing attached telephone line.

1. Subscriber shall pay \$19.95 per month, plus applicable tax, for services, billed each quarter, or annually. This agreement shall continue on the same billing cycle until such time that Subscriber provides 90 day written notification to Contractor, to stop monitoring services.

2. All fees within the terms set forth in this agreement shall be charged with any required state and local taxes.

3. Contractor is not an insurer and does not provide you, the Subscriber, insurance for property loss and or damages, personal injury or loss. Subscriber is responsible for all insurance coverage for the premises or its contents. Payments made under this contract are solely based on the value of the electronic protective system(s) and services as set forth in this agreement for services. Monitoring Payments are unrelated to the value of the Subscribers property, or the property of others located on or within the boundaries of said property.

4. Subscriber will not hold Contractor, its agents and or assigns liable for any damage, injury or loss Subscriber may have sustained due to a malfunction of the system or dispatching errors, regardless of the cause of such errors. Contractor assumes no liability for interruption of performance of said system regardless of cause and makes no guarantee or warranty including any implied warranty of merchantability or fitness, as to the type of intruder(s) or emergency that the system(s) are intended to detect, warn against, or to deter.

5. In the event that a failure of performance of its obligations under this agreement is determined to be the responsibility of Contractor, its agents, or employees, (or if applicable) landlord, etc., subscriber agrees to limit all damages to no more than a refund of current monitoring fees paid, or Nineteen dollars and 95 cents (\$19.95), whichever is less. In signing the agreement, this amount is to be accepted by the parties to this agreement as liquidated damages.

6. Contractor has no physical control of the electronic protective system(s) and acknowledges that it is the Subscribers sole responsibility to verify proper operation of the system(s) by daily testing the system(s). Testing shall include but is not limited to: Walk testing all equipment and/or testing communications signals into the monitoring center; and immediately reporting to contractor, any claimed inadequacy in or failure of the electronic protective system(s). If the inadequacy or failure reported is not responded to the satisfaction of the Subscriber, Subscriber agrees to notify contractor, by certified mail, within FIVE (5) days of the last contact with Contractor, or its designated agent.

7. Subscriber agrees and understands that it is their responsibility to comply with any governmental restrictions, permits, conditions or regulations covering this system and agrees to pay in advance, or reimburse Contractor for any payments on behalf of Subscriber for any fees, assessments and or fines as may be determined in accordance with those applicable governmental restrictions, permits, conditions or regulations.

8. Any future service or alterations provided to Subscriber by any party, excluding non-authorized contractor or other parties, shall be considered an addition to this agreement and shall be incorporated into this document, and shall be subject to the same terms and conditions as fully set forth herein.

9. THIS AGREEMENT DOES NOT INCLUDE MAINTENANCE, OR, FOR SELF MONITORED SYSTEMS. Any maintenance, programming changes, written status reports, changes to monitoring center data, etc., is additional and Subscriber agrees to any said services, to be charged at standard service rates, separate from this agreement, including programming, parts and labor.

10. At time of initial connection or modifications, Contractor to provide Subscriber various equipment to cause their system to be monitored. Upon completion of services, these device(s) will be returned to Contractor, or a fee for the device may be charged.

11. Contractor does not guarantee system to be monitored or repaired on any specific dates or times, therefore assumes no liability for delay in the installation or set-up or repairs of this system and Subscriber is aware that monitoring of the system may not be in effect for up to 5 business days following initial connection, services or alterations of said system.

12. Subscriber is aware that the system must use Subscribers phone line or data line to transmit signals to a central monitoring station by dialing/transmitting a special phone number/code. Blocking, Restricting, Suspension, Disconnection or interference of communications lines of services may cause loss of signaling ability without notice to the central monitoring station. Communications disconnection detection is available at an additional cost from Contractor under separate Agreement. Also, alternatives to Traditional Land Lines are available at higher equipment charges and Higher Monitoring Charges. With this agreement, Subscriber has agreed to the use of Land Line Services and/or /IP Services (Traditional or IP). Subscriber is responsible for any phone and or cable company charges. In the event a telephone/data interface is required, an additional fee may be charged. Additional Note: Electric Service Failures Causes Interruptions to IP type communications services.

13. Subscriber consents to all telephone/data communications through central monitoring station being recorded and authorizes any employee, resident or emergency subscriber full authority to issue instructions in regards to operation, installation, or service of the system unless specified otherwise in writing.

14. Subscriber aware that monitoring services provided under this agreement do not include supervisory signals, including and/ not limited to opening, closing or auto tests. Transmission of these type of signals or receipt of excessive signals of any type will cause Contractor to access additional fees against Subscribers account.

15. Subscriber is obligated to payments for services regardless, if their system is used or not (also, there will be no refunds, for part monthly use).

16. Upon completion of service, contractor may, at their option, remove their property at prevailing service rates. Contractor is not responsible for any repairs required after equipment and/or wiring removal.

17. Upon completion of initial agreement term selected by the Subscriber, monitoring services will automatically continue on a automatic self-renewing one year term, that shall be billed on a month to month, quarterly, or annual basis, at the rate offered through Contractor, unless written cancellation notice is received by Contractor, a minimum of 60 days prior to automatic renewal date sent by certified mail to Contractor at the address of 4370 164<sup>th</sup> Way, SE, Bellevue, WA 98006. Upon cancellation of this service, or in the event Subscriber fails to make the payment agreed to in this agreement, Contractor may, at its option, remove or disable any equipment owned by Contractor or suspend or discontinue all services including, but not limited to monitoring service, without liability to the Contractor, its agents or employees for any damages to Subscribers premises or property caused during the original installation of the system or caused by the removal of the equipment. A reasonable service fee will be charged for the removal or disabling of the system either on site or by remote computer access.

18. Should any property of Contractors not be returned within 30 days of this agreements cancellation, regardless of cause, Subscriber to make full payment for retail value set forth for missing, or non-returned equipment.

19. Subscriber shall not transfer this agreement to any other party. Transfer of this agreement can only be made by Contractor and will not be in effect unless new Subscriber contracts with Contractor, or Contractor's authorized Agent, by executing a replacement agreement.

20. Any claims for breach of this agreement or breach of any express or implied warranties of fitness or merchantability must be communicated IN WRITING, SENT BY CERTIFIED LETTER, TO THE CONTRACTOR WITHIN FIVE (5) DAYS OF THE ALLEGED BREACH. FAILURE TO DO SO WILL RESULT IN SUBSCRIBERS FULL AND COMPLETE WAIVER OF ANY DEFENSES IT MAY HAVE AS A RESULT OF THE ALLEGED BREACH.

21. Subscriber agrees to pay any reasonable attorney's fees and costs incurred by Contractor in enforcing its rights under this agreement, whether or not any suit is instituted.

22. Subscriber consents and agrees to settle all claims that may arise under this agreement in accordance with the laws of the State of Washington. The parties to this agreement consent to venue for such action to be Douglas County, in the State of Washington. If any portion of this agreement is deemed by law as un-enforceable, then the remaining portions of the agreement will remain in force.

23. This agreement constitutes the entire agreement between the parties and is intended as a final expression of that agreement. This agreement supersedes all prior representations, understandings or agreements, and the parties may rely only upon the contents of this agreement in executing it. This agreement may only be modified in writing by both parties or by an authorized agent of the same.

24. Title to all additional property installed under this agreement to remain in Contractors name.
25. Time is of the essence in this agreement.
26. Any past due balances shall bear the interest rate of 1.5% per month, or the maximum allowable rate by law.
27. This agreement and its terms may be assigned or transferred without Customers prior consent to a third or new party.
28. If any part of this agreement is invalid or unenforceable, it shall not affect the remaining terms, obligations, or requirements, set forth in the remainder of this agreement.
29. In the event any person, not a party to this agreement, shall make a claim or file a lawsuit of any kind against Contractor for any reason relating to Contractors duties or obligations pursuant to all aspects of performing this agreement, Subscriber to indemnify, defend and hold harmless the Contractor and it's Agents and Assigns, and/or Sub Contractors from any and all claims.
30. Should the customer cancel service with a certified letter prior to the depletion of any pre-paid initial / promotional rate monitoring cycles, all months of service prior to the cancellation date be re-billed at the month to month rate calculated at the higher month-to month rate from the original inception date of monitoring service against the original pre-payment amount allowing any unearned fees to be refunded to customer within 90 days.
31. If for any reason, Subscriber wants to cancel or breaches the aforementioned contracted services, Subscriber will be was liable for 100% of the remaining contracted value; with full payment due, at the time of cancellation or breach.

**SUBSCRIBER is aware of all terms and conditions of this agreement and has read this agreement, including all provisions with full understanding of all conditions and meaning of each condition set forth and knowingly accepts this agreement in full as an individual and as a authorized representative to any business or corporation if said business or corporation is a part of this agreement. This agreement constitutes the entire agreement between the SUBSCRIBER and CONTRACTOR and NO OTHER AGREEMENTS, GUARANTEES or WARRANTIES, real or implied are in effect.**

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
**SUBSCRIBERS SIGNATURE DATED**

**PRINT ABOVE NAME:** \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
**CONTRACTOR or AUTHORIZED AGENT'S SIGNATURE DATED**

**PRINT ABOVE NAME:** \_\_\_\_\_

*Landlord's Approval (if applicable and/or necessary):*

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
**LANDLORDS SIGNATURE DATED**

**PRINT ABOVE NAME:** \_\_\_\_\_