



ALARM21 CORP ARMGUARD

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Glendale, CA 91202
1-866-212-5276 | 1-800-654-7797
alarm21.com | California BSIS License ACO 4251

RESIDENTIAL

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INSTALLATION OF RESIDENTIAL ALARM AGREEMENT

Agreement date: ____ / ____ / 20 ____ Between ALARM21 CORP ARMGUARD ("ARMGUARD") and Customer:

CUSTOMER: _____

SERVICE ADDRESS _____

CITY: _____

STATE _____ ZIP: _____

BILLING ADDRESS _____

CITY _____ STATE _____ ZIP: _____

TELEPHONE NUMBER: _____

SERVICE STARTING DATE: _____

Customer has entered into a separate Agreement for Use and Service of Residential Alarm System (the "Residential Alarm Use and Service Agreement") with ARMGUARD. ARMGUARD agrees to provide the alarm system (the "System") described on the Schedule of Equipment described herein, and to provide monitoring, repair service and the services . THE TITLE TO THE ENTIRE SYSTEM INCLUDING THE MONITORING / PROGRAMMING SOFTWARE, ALL DEVICES, INSTRUMENTS, WIRES, CONDUITS AND OTHER MATERIAL ASSOCIATED THEREWITH, UNLESS THE SYSTEM WAS PURCHASED, REMAINS THE SOLE AND EXCLUSIVE PROPERTY OF ARMGUARD, IRRESPECTIVE TO THE MANNER OF ATTACHMENT TO THE REALTY. Customer shall not, without the written consent of Contractor, (a) assign, sell, mortgage, lease, loan or transfer in any manner, this contract or any interest therein, or in the security system covered hereby or (b) suffer the property to be encumbered or attached.

1. INSTALLATION: ARMGUARD will install the following system "the System" as described below. ARMGUARD will instruct customer with proper operating of the system.
- Approximate Starting Date: _____ Time: _____

EQUIPMENT

DESCRIPTION	INCLUDED	ADDITIONAL	TOTAL	COST	AMOUNT	LOCATION
Control Communicator	1			\$395.00		
Back up Power Supply	1			49.00		
Digital Keypad	1			175.00		
Door / Window Sensor	2			65.00		
Passive Infrared Eye	1			175.00		
Audible Siren	1			100.00		
Lawn / Wall Sign	1			30.00		
Warning Decals	5			10.00		
Wireless Panic				175.00		
Glass Break Sensor				175.00		
Key Chain Remote				175.00		
Programming Fee				99.00		
Smoke Detector				175.00		
RJ31X Telephone	Recommended			99.00		
Removal Fee				149.00		
Telephone Failure Radio	Recommended			175.00		

TOTAL INSTALLATION PRICE: \$ _____

DEPOSIT RECEIVED: \$ _____

BALANCE DUE UPON COMPLETION: \$ _____



ARMGUARD Welcomes Visa & MasterCard

IF CUSTOMER FAILS TO MAKE ANY PAYMENT DUE, ARMGUARD MAY DISCONTINUE INSTALLATION, TERMINATE THIS AGREEMENT AND RECOVER ALL DAMAGES TO WHICH ARMGUARD IS ENTITLED TO, INCLUDING THE VALUE OF ALL WORK PERFORMED AND LOSS OF PROFIT. IN ADDITION ARMGUARD MAY IMPOSE A LATE CHARGE ON ALL PAYMENTS THAT ARE MORE THAN TEN (10) DAYS PAST DUE OR THE MAXIMUM AMOUNT PERMITTED BY LAW. CUSTOMER AGREES TO PAY ALL COLLECTION FEES, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES, COURT COSTS & OTHER DAMAGES.

2. AGREEMENT RECEIPT: CUSTOMER HAS RECEIVED A LEGIBLE, COMPLETED COPY OF THIS AGREEMENT. ALL THE TERMS ON THE REVERSE SIDE OF THIS AGREEMENT AND ALL THE ATTACHMENTS ARE PART OF THIS AGREEMENT. READ THEM BEFORE SIGNING BELOW.
3. ARMGUARD'S LIMITED LIABILITY: PURSUANT TO SECTIONS 12 AND 13 OF THIS AGREEMENT, OUR LIABILITY IS LIMITED TO THREE HUNDRED (\$300.00) IF YOU OR ANYONE ELSE SUFFERS ANY LOSS (DAMAGE, LOSS OF PROPERTY, INJURY OR DEATH) BECAUSE THE SYSTEM FAILED TO OPERATE PROPERLY OR ARMGUARD WAS CARELESS OR ACTED IMPROPERLY. CUSTOMER AGREES THAT ARMGUARD IS NOT AN INSURER AND FURTHER UNDERSTANDS THAT IT CAN OBTAIN A HIGHER LIMITATION OF ARMGUARD LIABILITY BY PAYING AN ADDITIONAL FEE TO ARMGUARD.
4. WORK COMMENCEMENT: PARTS DELIVERY OR START OF WORK SHALL CONSTITUTE SUBSTANTIAL COMMENCEMENT OF THIS INSTALLATION. FAILURE BY ARMGUARD WITHOUT LEGAL EXCUSE , TO SUBSTANTIALLY COMMENCE WORK WITHIN TWENTY (20) DAYS FROM THE APPROXIMATE DATE SPECIFIED IS A VIOLATION OF ALARM COMPANY ACT , AS AMENDED IN SEPTEMBER OF 1982.

ARMGUARD ALARM SYSTEMS

SALES PERSON # _____

CUSTOMER'S NAME _____

SIGNATURE _____

SIGNATURE _____

ARMGUARD OFFICE APPROVAL _____

DATE SIGNED _____

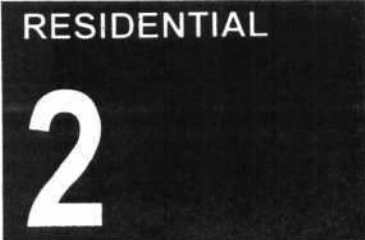
AGREEMENT NOT BINDING UNTIL IS APPROVED BY OUR OFFICE OR INSTALLATION HAS BEGUN.

5. **INSTALLATION OF THE SYSTEM:** Customer agrees to permit ARMGUARD to install the System during normal business hours and to give uninterrupted access to customer's premises. Customer has approved the locations of where the control panel, audible devices and all protective devices will be installed. The construction of customer's premises may require that some or all of the wire be exposed. If the System includes an exterior audible bell, horn or siren, it is designed to shut off after sounding for not more than fifteen minutes. Customer will provide electrical outlets for the System's transformers. We are not responsible if the installation is delayed because of the condition of the premises, bad weather, labor disputes, Acts of God or other reasons beyond our control. Upon completion of installation, customer and our representative will inspect it. If something is missing or not properly installed customer will tell us within ten (10) days, otherwise the System will have been accepted by customer.
6. **HAZARDOUS MATERIAL:** Customer has the affirmative duty to inform ARMGUARD, prior to beginning of installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, we will determine where to drill holes and place equipment. We will take reasonable precautions to avoid concealed obstructions, but have no means of determining with certainty if they exist. Any costs incurred to repair pipes, wires or other obstructions, and any resulting damaged walls, ceiling, floors or furnishings shall be at customer's sole expense and responsibility. If asbestos or other health hazardous material is encountered during installation, we will cease work until customer has, at customer's sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall ARMGUARD be liable for discovery or exposure of hidden asbestos or other hazardous material.
7. **MONITORING AND OTHER SERVICES:** Monitoring, contract repair service, alarm response and other services are not provided by this contract and are available in ARMGUARD's Commercial Alarm System Use and Services Agreement.
8. **FALSE ALARMS:** Customer agrees that customer, customer's employees, and others assigned by customer, using the System, will use it carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond our control. If a false alarm fine or penalty is charged to us by any governmental agency, customer will repay us for the charge.
9. **CUSTOMER'S DUTIES:** Customer will instruct all others who may use the System on its proper use. If service is required customer will notify ARMGUARD immediately. Customer will obtain and keep in full force and effect all permits or licenses that may be required for the installation and operation of the System. IF THE SYSTEM UTILIZES WIRELESS DEVICES, THE CUSTOMER WILL REPLACE THE BATTERIES WHEN REQUIRED. THE SYSTEM MAY NOT FUNCTION IN THE EVENT OF AN ALARM.
10. **ASSIGNEES AND SUBCONTRACTORS:** ARMGUARD may transfer or assign this Agreement to any other alarm company who may assume our obligation to provide installation, warranty service and repair service. Customer may not transfer this Agreement to someone else (including someone who purchases ARMGUARD business) unless ARMGUARD approves the transfer in writing. ARMGUARD may use subcontractors to provide installation or repair services, and this Agreement, and in particular sections 12 and 13 shall apply to the work they perform, and apply to them and protect them in the same manner as it applies to and protects us.
11. **CHANGES TO THE SYSTEM:** If customer or any governmental agency or insurance interest wants us to change the System described on the Schedule of Equipment, or change it after it is installed, customer agrees to pay our standard labor charges for such changes. CUSTOMER AGREES THAT CUSTOMER HAS CHOSEN THE SYSTEM AND CUSTOMER UNDERSTANDS THAT ADDITIONAL OR DIFFERENT PROTECTION IS AVAILABLE FOR A HIGHER PRICE.
12. **ARMGUARD IS NOT AN INSURER LIQUIDATED DAMAGES: LIMITATION OF LIABILITY:** CUSTOMER UNDERSTANDS THAT: (a) ARMGUARD IS NOT AN INSURER OF CUSTOMER'S PREMISES AND PROPERTY OR THE PERSONAL SAFETY OF PERSONS IN CUSTOMER'S PREMISES, (b) CUSTOMER WILL PROVIDE ANY INSURANCE ON CUSTOMER'S PREMISES AND ITS CONTENTS; (c) THE AMOUNT CUSTOMER PAYS TO ARMGUARD IS BASED SOLELY ON THE VALUE OF THE WORK PERFORMED AND NOT BASED UPON THE VALUE OF CUSTOMER'S PREMISES OR ITS CONTENTS. (d) THE SYSTEM AND THE INSTALLATION MAY NOT ALWAYS OPERATE PROPERLY FOR VARIOUS REASONS; (e) IT IS DIFFICULT TO DETERMINE IN ADVANCE THE VALUE OF CUSTOMER'S PROPERTY THAT MIGHT BE LOST, STOLEN OR DESTROYED IF THE SYSTEM OR OUR INSTALLATION FAIL TO OPERATE PROPERLY, (f) IT IS DIFFICULT TO DETERMINE IN ADVANCE HOW FAST THE POLICE OR FIRE DEPARTMENT OR OTHERS WOULD RESPOND TO AN ALARM SIGNAL; (g) IT IS DIFFICULT TO DETERMINE IN ADVANCE WHAT PORTION, IF ANY, OF ANY PROPERTY LOSS, PERSONAL INJURY OR DEATH WOULD BE PROXIMATELY CAUSED BY OUR FAILURE TO PERFORM, OUR NEGLIGENCE, OR A FAILURE OF THE SYSTEM. THEREFORE CUSTOMER AGREES THAT: EVEN IF A COURT DECIDES THAT ARMGUARD'S BREACH OF THIS AGREEMENT, A FAILURE OF THE SYSTEM, ARMGUARD'S NEGLIGENCE, OR A FAILURE OF THE SYSTEM OR SERVICES TO BE PROVIDED BY ARMGUARD CAUSED OR ALLOWED ANY HARM OR DAMAGE (WHETHER BUSINESS INTERRUPTION, ECONOMIC LOSS, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) TO CUSTOMER OR ANYONE IN CUSTOMER'S PREMISES, CUSTOMER AGREES THAT ARMGUARD'S LIABILITY SHALL BE LIMITED TO THREE HUNDRED (\$300.00) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AND THIS SHALL BE CUSTOMER'S ONLY REMEDY REGARDLESS OF WHAT LEGAL THEORY (INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, NEGLIGENCE, PRODUCTS LIABILITY OR BREACH OF WARRANTY) IS USED TO DETERMINE THAT ARMGUARD WAS LIABLE FOR THE INJURY OR LOSS. CUSTOMER MAY OBTAIN A LIMITATION OF LIABILITY. CUSTOMER MAY OBTAIN A LIMITATION OF LIABILITY INSTEAD OF THE LIQUIDATED DAMAGES FOR AN ADDITIONAL PERIODIC FEE BASED ON A GRADUATED SCALE OF RATES. IF CUSTOMER ELECTS THIS OPTION, ARMGUARD WILL ATTACH A RIDER TO THIS AGREEMENT WHICH WILL SET FORTH THE AMOUNT OF THE LIMITATION OF LIABILITY AND THE AMOUNT OF THE ADDITIONAL CHARGE. ARMGUARD'S AGREEING TO A LIMITATION OF LIABILITY DOES NOT MEAN THAT ARMGUARD IS AN INSURER.
13. **THIRD PARTY INDEMNIFICATION AND SUBROGATION:** IF ANYONE OTHER THAN CUSTOMER ASKS ARMGUARD TO PAY FOR ANY HARM OR DAMAGES (INCLUDING PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) CONNECTED WITH OR RESULTING FROM (i) ARMGUARD'S BREACH OF THIS AGREEMENT, (ii) A FAILURE OF THE ALARM SYSTEM OR SERVICES, (iii) ARMGUARD'S NEGLIGENCE, (iv) ANY OTHER IMPROPER OR CARELESS ACTIVITY IN PROVIDING THE ALARM SYSTEM OR SERVICES, OR (v) A CLAIM FOR CONTRIBUTION OR INDEMNIFICATION, CUSTOMER WILL PAY TO ARMGUARD: (a) ANY AMOUNT WHICH A COURT ORDERS ARMGUARD TO PAY OR WHICH ARMGUARD REASONABLY AGREES TO PAY, AND (b) THE AMOUNT OF REASONABLE ATTORNEY'S FEES AND ANY OTHER LOSS AND COSTS THAT ARMGUARD MAY PAY IN CONNECTION WITH THE HARM OR DAMAGES. CUSTOMER'S OBLIGATION TO PAY ARMGUARD FOR SUCH HARM OR DAMAGES SHALL NOT APPLY IF THE HARM OR DAMAGES HAPPENS WHILE ONE OF ARMGUARD EMPLOYEES OR SUBCONTRACTORS IS IN OR ABOUT THE PREMISES, AND SUCH HARM OR DAMAGES IS SOLELY CAUSED BY THAT EMPLOYEE OR SUBCONTRACTOR. UNLESS PROHIBITED BY CUSTOMER'S PROPERTY INSURANCE POLICY, CUSTOMER AGREE TO RELEASE FROM ANY CLAIMS OF ANY PARTIES SUING THROUGH CUSTOMER'S AUTHORITY OR IN CUSTOMER'S NAME, SUCH AS CUSTOMER'S INSURANCE COMPANY, AND CUSTOMER AGREES TO DEFEND ARMGUARD AGAINST ANY SUCH CLAIM. CUSTOMER WILL NOTIFY CUSTOMER'S INSURANCE COMPANY OF THIS RELEASE.
14. **LIMITATION ON LAWSUITS: WAIVER OF JURY TRIAL:** Both ARMGUARD and Customer agree that no lawsuit or any other legal proceeding connected with this Agreement shall be brought or filed more than one year after the incident giving rise to the claim occurred. In addition any such legal proceeding shall not be heard before a jury. EACH PARTY GIVES UP ANY RIGHT TO A JURY TRIAL.
15. **ENTIRE AGREEMENT:** The entire and only Agreement between Customer and ARMGUARD for alarm services is written in this Agreement. It replaces any earlier oral or written understandings or Agreements, including any previous Agreement by which ARMGUARD or its predecessor provided alarm services for Customer. It may only be changed by a written Agreement signed by Customer and ARMGUARD. THIS AGREEMENT MAY NOT BE AMENDED OR ALTERED BY ANY ORAL OR WRITTEN STATEMENTS OF OUR SECURITY SALES REPRESENTATIVE. If Customer has given or ever gives ARMGUARD a purchase order for the System or service which provides for different terms than this Agreement, this Agreement will govern and be controlling. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of the Agreement shall remain in force. Customer agrees that this Agreement is performed in the state of California and shall be governed by the laws of California.
16. **ARMGUARD'S LICENSED CONTRACTORS:** ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTOR'S STATE BOARD, WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN 4 YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTOR'S STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CA 95826.
17. **ARMGUARD ALARM SYSTEMS:** AND ITS EMPLOYEES ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES OF THE STATE OF CALIFORNIA, 1920-20TH STREET, SACRAMENTO, CA 95814. ARMGUARD LICENSE NUMBER IS ACO4251.



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RESIDENTIAL ALARM USE AND SERVICE AGREEMENT

Agreement date: ____ / ____ / 20____ Between ALARM21 CORP ARMGUARD ("ARMGUARD") and Customer:

CUSTOMER: _____ SERVICE ADDRESS _____

CITY: _____ STATE _____ ZIP: _____

BILLING ADDRESS _____ CITY _____ STATE _____ ZIP: _____

TELEPHONE NUMBER: _____ SERVICE STARTING DATE: _____

Customer has entered into a separate Agreement for Installation of RESIDENTIAL Alarm System (the "Installation Agreement") with ARMGUARD. ARMGUARD agrees to provide the alarm system (the "System") described on the Schedule of Equipment in the Installation Agreement, and to provide monitoring, repair service and the services checked below and described in this agreement. THE TITLE TO THE ENTIRE SYSTEM INCLUDING THE MONITORING / PROGRAMMING SOFTWARE, ALL DEVICES, INSTRUMENTS, WIRES, CONDUITS AND OTHER MATERIAL ASSOCIATED THEREWITH, UNLESS THE SYSTEM WAS PURCHASED, REMAINS THE SOLE AND EXCLUSIVE PROPERTY OF ARMGUARD, IRRESPECTIVE TO THE MANNER OF ATTACHMENT TO THE REALTY. Customer shall not, without the written consent of Contractor, (a) assign, sell, mortgage, lease, loan or transfer in any manner, this contract or any interest therein, or in the security system covered hereby or (b) suffer the property to be encumbered or attached.

TYPE OF SYSTEM: ☒ Burglary ☒ Duress ☐ Smoke/ Heat Detection ☐ Supervisory

In addition to monitoring and repair service, Customer requests that and ARMGUARD agrees to provide the following alarm services for the alarm system ("System") checked above.

☐ Other Services (SEE ATTACHED SCHEDULE)

1. **SERVICES FEE:** The monthly fee for 24 hour U. L. (Underwriters Laboratory) monitoring and repair service is \$_____, payable monthly, quarterly or yearly in advance as follows:

SIMPLE PAY - AUTO DEBIT ONLY - Select One

☒ Prepaid Monthly: \$45.99 ☐ Quarterly: Ask for quote ☐ Yearly: Ask for quote

THERE IS NO FINANCE CHARGE OR COST OF CREDIT ASSOCIATED WITH THE ABOVE, HOWEVER TO OFFER THE BEST VALUE FOR THE SERVICE SIMPLE PAY OPTION MUST BE USED. A SEPARATE AUTHORIZATION FORM IS ATTACHED FOR PROCESSING.

LATE CHARGE- ARMGUARD may impose a one time late charge on each payment that is more than ten (10) days past due, of ten percent (10%) of the delinquency or the maximum amount permitted by law whichever is greater AND A TWENTY \$20.00 NSF/RETURNED ITEM OR REJECTED BY BANK OR CREDIT CARD

See Section 12 of this agreement for additional information about nonpayment and default. YOU AUTHORIZE US TO INVESTIGATE YOUR CREDIT RECORD AND TO REPORT YOUR PAYMENT PERFORMANCE UNDER THIS AGREEMENT TO CREDIT AGENCIES AND CREDIT REPORTING SERVICES.

2. **TERM:** THE ORIGINAL TERM OF THIS AGREEMENT FOR THE USE OF THE SYSTEM AND SERVICES SHALL BE THIRTY SIX (36) FULL CALENDAR MONTHS AFTER THE MONTH DURING WHICH THE SYSTEM IS INSTALLED AND WILL AUTOMATICALLY CONTINUE FOR SUCCESSIVE TWO (2) YEAR PERIODS FROM THE LAST DAY OF THE ORIGINAL TERM UNLESS EITHER PARTY GIVES THE OTHER AT LEAST THIRTY (30) DAYS PRIOR NOTICE OF ITS INTENTION TO CANCEL THE AGREEMENT AT THE END OF THE ORIGINAL TERM OR AT THE END OF ANY RENEWAL TERM.
3. **ALARM NOTIFICATION CHARGES, INCREASE IN USE AND SERVICE FEES:** SOME POLICE AND FIRE DEPARTMENTS IMPOSE A CHARGE (SUCH AS A 900 TELEPHONE NUMBER CHARGE) FOR EACH NOTIFICATION OF AN ALARM CONDITION OR OTHER EVENT RECEIVED FROM AN ALARM COMPANY. CUSTOMER AGREES TO PAY ARMGUARD FOR EACH SUCH CHARGE PAID BY ARMGUARD FOR AN ALARM NOTIFICATION MADE BY ARMGUARD ON BEHALF OF THE CUSTOMER. PAYMENT IS DUE UPON RECEIPT OF ARMGUARD'S BILL FOR SUCH CHARGE. CUSTOMER ACKNOWLEDGES THAT THE USE AND SERVICE FEES ARE BASED UPON EXISTING FEDERAL, STATE, AND LOCAL TAXES AND CHARGES. ARMGUARD SHALL HAVE THE RIGHT, AT ANY TIME, TO INCREASE THE USE AND SERVICES FEE TO REFLECT ANY ADDITIONAL TAXES, LICENSES, PERMITS OR FEES, WHICH MAY BE CHARGED TO ARMGUARD BY ANY UTILITY OR GOVERNMENTAL AGENCY RELATING TO THE INSTALLATION OF THE SYSTEM OR THE SERVICE ARMGUARD PROVIDES AND CUSTOMER AGREES TO PAY THE SAME. IN ADDITION, AFTER THE FIRST YEAR, ARMGUARD MAY INCREASE THE SERVICES FEE DURING EACH FOLLOWING YEAR (BUT NO MORE OFTEN THAN EVERY TWELVE (12) MONTHS BY GIVING CUSTOMER THIRTY (30) DAYS PRIOR WRITTEN NOTICE. IF CUSTOMER IS UNWILLING TO PAY THE INCREASED FEE, CUSTOMER MAY TERMINATE THIS AGREEMENT BY GIVING ARMGUARD WRITTEN NOTICE WITHIN THIRTY (30) DAYS FROM THE EFFECTIVE DATE OF THE INCREASE.
4. **MONITORING SERVICE:** The System will be connected to the ARMGUARD'S monitoring facility (the "Central Station"). When a burglary, fire, holdup or other alarm signal is received by the Central Station, it will attempt to telephone the proper police or fire department and the first person on the first person designated by the customer on the Customer Monitoring Information Schedule. On a Trouble or supervisory signals Central Station will notify the customer or the first available person on the list. Non emergency notifications will be made only during ARMGUARD'S normal day time business hours. In order to avoid false alarms, ARMGUARD may: call Customer's premises first to determine if an actual emergency exists, before notifying the above. For hold up, panic or duress signals we will not notify the premises in order not to escalate any possible emergencies. We reserve the right to record all telephone calls in connection with this agreement ARMGUARD may not take any action, if required to do so by any law enforcement or insurance interest.
5. **ACKNOWLEDGEMENT OF RECEIPT OF COPY:** CUSTOMER ACKNOWLEDGED THAT PRIOR TO SIGNING THIS AGREEMENT, CUSTOMER RECEIVED, READ AND UNDERSTOOD A LEGIBLE, EXACT AND COMPLETE COPY OF THIS AGREEMENT.
6. **ARMGUARD'S LIMITED LIABILITY:** IT IS UNDERSTOOD THAT THE ALARM CO., IT AGENTS, ASSIGNS, AND SUBCONTRACTORS ("ARMGUARD") ARE NOT INSURERS, IF THE CUSTOMER WISHES TO HAVE INSURANCE, HE SHALL BE RESPONSIBLE FOR OBTAINING IT. THE AMOUNTS PAYABLE TO ARMGUARD HEREUNDER ARE BASED UPON THE VALUE OF ITS SERVICES ONLY AND ARE UNRELATED TO THE VALUE TO THE CUSTOMER'S PROPERTY, OR ANY POTENTIAL LIABILITY OF EITHER ARMGUARD OR CUSTOMER. ARMGUARD RESERVES THE RIGHT TO SUBCONTRACT SERVICES. ARMGUARD MAKES NO GUARANTEE OR WARRANTY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, THAT EITHER ARMGUARD OR THE CUSTOMER'S SYSTEM, OR SERVICES, WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEMS OR SERVICES ARE DESIGNED TO DETECT. THE CUSTOMER AGREES TO AND SHALL INDEMNIFY AND SAVE HARMLESS ARMGUARD, ITS EMPLOYEES AND AGENTS FROM AND AGAINST ALL THIRD-PARTY CLAIMS, LAWSUITS, AND LOSSES ALLEGED TO BE CAUSED BY ARMGUARD'S PERFORMANCE, NEGLIGENT PERFORMANCE, OR FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. THE CUSTOMER DOES NOT DESIRE TO PAY THE PRICES THAT WOULD HAVE TO BE CHARGED IF ARMGUARD WERE TO BE FULLY LIABLE AND AGREES THAT ARMGUARD SHALL BE EXEMPT FROM LIABILITY FOR LOSS OR DAMAGE DUE DIRECTLY OR INDIRECTLY TO OCCURRENCES, OR CONSEQUENCES THEREFROM, WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT; THAT IF ARMGUARD SHOULD BE FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO A FAILURE OF SERVICE OR EQUIPMENT IN ANY RESPECT, IT'S LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO TEN (10%) PERCENT OF THE ANNUAL MONITORING CHARGE FOR THE ABOVE NAMED LOCATION OR \$300.00 (THREE HUNDRED) WHICHEVER IS GREATER, AS AN EXCLUSIVE REMEDY, AND THAT THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY IF LOSS OR DAMAGE, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSON OR PROPERTY FROM PERFORMANCE OR NON PERFORMANCE OF OBLIGATIONS IMPOSED BY THIS AGREEMENT OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF ARMGUARD, IT AGENTS OR EMPLOYEES.
- ALL OF THE TERMS ON THE REVERSE SIDE OF THIS PAGE AND ON ALL THE ATTACHMENTS ARE PART OF THIS AGREEMENT, READ THEM BEFORE SIGNING BELOW:**

ARMGUARD ALARM SYSTEMS

PRINT CUSTOMERS NAME

ARMGUARD REPRESENTATIVE

SIGNATURE DATE

THE CITY OR COUNTY IN WHICH YOUR BUSINESS IS LOCATED MAY REQUIRE YOU TO OBTAIN A PERMIT FOR THE USE OF THE SYSTEM. SOME AUTHORITIES WILL NOT RESPOND WITHOUT BEFORE THE PERMIT IS OBTAINED. IT IS THE CUSTOMERS RESPONSIBILITY TO OBTAIN ANY SUCH PERMITS AND CUSTOMER AGREES TO PROVIDE SUCH PERMIT NUMBER TO ARMGUARD.

YOU THE CONSUMER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION, BY NOTIFYING ARMGUARD BY MAIL, TELEGRAM OR ANY OTHER WRITTEN NOTICE, IDENTIFYING THE TRANSACTION., AND YOU ARE ENTITLED TO A REFUND OF ANY PAYMENTS.

GUARANTY

"I" means the person making the guaranty, and "you" means ARMGUARD. I guarantee that the Customer will make all payments and pay all the other charges required on this agreement, when they are due and will perform all other obligations under the Agreement fully and properly. I also agree that you may make other arrangements with the customer and I will still be responsible for those payments and obligations. You do not have to notify me if the Customer is in default. I will immediately pay in accordance with the default provisions of the Agreement all sums due under the original terms of the agreement and will perform all other obligations under the Agreement. I will reimburse you for all the expenses you incur in enforcing any of your rights against the Customer or me, including attorney's fees. I authorize you to investigate my credit history in connection with my offering to provide this guaranty.

Social Security Number _____ Date of Birth _____ Today's Date _____

Guarantor's Signature _____ Printed Name _____

Home Address _____

7. **REPAIR SERVICE:** According to the term of this Agreement, ARMGUARD will provide repair service for the System, including all parts and labor, except alarm screens and batteries used in sensing devices or back up power supply, or equipment and devices not installed by ARMGUARD pursuant to the Purchase Agreement. All repairs shall be performed as soon as reasonably possible after receipt of notice from Subscriber. Repair service is normally provided between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except holidays observed by ARMGUARD. ARMGUARD may substitute materials of equal quality at time of replacement, may install reconditioned or used parts, and may keep all replaced parts. Customer shall pay for all parts and labor, at ARMGUARD's then prevailing rates, necessary to repair the System as a result of damage caused by accident, misuse of the System, acts of God, attempted unauthorized repair service. In addition, you will pay for all parts and labor necessary to replace batteries in sensing devices, replace of back up power supply, replace or repair alarm screens or to repair or replace equipment and devices not installed by ARMGUARD pursuant to the Purchase Agreement.
8. **SIGNAL TRANSMISSION:** The System includes a communicator that sends Signals to ARMGUARD over Customer's regular telephone service. Customer will pay for all telephone charges including any installation or repair fee charged by the telephone company for a special jack to connect the System to Customer's telephone service. ARMGUARD recommends the use of an RJ31X or equivalent telephone jack to give the System priority over other telephones in Customer's premises; however, when the System is activated, Customer will be unable to use Customer telephone to make other calls wish as calls to the emergency 911 operator. Therefore Customer may wish to have the System connected to a separate telephone line. If Customer's telephone is out of order or otherwise not working, signals cannot be transmitted and ARMGUARD may be unaware of the telephone service problem.
9. **FALSE ALARMS:** Customer agrees that the Customer, Customer's employees or others using the System, will use it carefully so as to avoid causing false alarms. False alarms can be caused by severe weather, faulty building construction or other forces or conditions beyond ARMGUARD's control. If ARMGUARD receives too many false alarms ARMGUARD may cancel all services. If a false alarm fine or penalty is charged to Customer or ARMGUARD by any governmental agency, Customer will pay the charge of reimburse ARMGUARD for the charge as the case may be.
10. **ARREST AUTHORITY:** Should Customer enter into a separate Alarm Response Agreement. Customer authorizes ARMGUARD to cause the arrest of any person or persons on or around Customer's premises who are unauthorized by Customer to be on Customer's property and to hold such person or persons until released by Customer, his known representative or police authority.
11. **CUSTOMER'S DUTIES:** Customer will instruct Customer's employees and others who may use the System on its proper use. Customer will obtain and keep in effect all permits or licenses that may be required for the installation and operation of the System. Customer will pay all usage fees imposed by any governmental agency. Customer will provide a Monitoring Information Schedule which will include the name, telephone number relationship of each person ARMGUARD may call in the event ARMGUARD believes there is an emergency at Customer's premises, and other emergency information ARMGUARD may request. Customer will provide written notice of any changes in the information on Customer's Monitoring Information Schedule. Customer agrees that ARMGUARD may provide the information on Customer's call list to any governmental authority having jurisdiction over ARMGUARD or the System. IF THE SYSTEM USES WIRELESS BATTERY OPERATED DETECTION DEVICES, CUSTOMER MUST NOTIFY ARMGUARD IF THE SYSTEM EMITS A LOW BATTERY SIGNAL. WHEN NOTIFIED BY CUSTOMER, ARMGUARD WILL REPLACE THE LOW BATTERIES AT CUSTOMER'S EXPENSE. IF CUSTOMER FAILS TO NOTIFY ARMGUARD, THE SYSTEM MAY NOT FUNCTION PROPERLY. IN ADDITION CUSTOMER AGREES TO TEST THE SYSTEM AT LEAST ONCE A MONTH, BY CONTACTING ARMGUARD'S CENTRAL STATION AND PLACING THE SYSTEM ON TEST STATUS, THEN ARMING THE SYSTEM AND BY VIOLATING THE DIFFERENT SENSORS. THE RESULTS OF THE TEST THEN, NEED TO BE VERIFIED BY CONTACTING ARMGUARD'S CENTRAL STATION. THERE IS NO CHARGE INVOLVED IN TESTING THE SYSTEM.
12. **SUSPENSION OR CANCELLATION OF THIS AGREEMENT:** Customer understands that ARMGUARD may stop or suspend monitoring, or other services, or cancel this Agreement if: (a) strikes, severe weather, earthquakes, telephone outages or other such events beyond its control affect its operations or so severely damage Customer's premises that continuing service would be impractical; (b) ARMGUARD is unable to provide service because of some action or ruling by any governmental authority; (c) Customer becomes a debtor in a bankruptcy proceeding; or (d) Customer does not pay the rental or service fees, after ARMGUARD has given Customer ten (10) days notice that ARMGUARD is canceling service because of nonpayment. ARMGUARD may charge a service re establishment fee if service is suspended for non-payment. If Customer fails to make any payment when due or is otherwise in default of this Agreement, ARMGUARD may discontinue service, remove its System, terminate this Agreement and recover all damages to which ARMGUARD is entitled to including the value of the services performed and all amounts due to ARMGUARD for the unexpired term of the Agreement and all other sums that may be due to ARMGUARD under the law including all remedies provided to ARMGUARD by the Uniform Commercial Code. Customer's abandonment of the premises or the equipment shall not relieve Customer of its obligations under the terms of this Agreement.
13. **ASSIGNEES AND SUBCONTRACTORS:** ARMGUARD may transfer or assign this Agreement to any other alarm company or financing institution without notice to Customer.
14. **ARMGUARD IS NOT AN INSURER. LIQUIDATED DAMAGES. LIMITATION OF LIABILITY:** CUSTOMER UNDERSTANDS THAT (a) ARMGUARD IS NOT AN INSURER OF CUSTOMER'S PROPERTY OR THE PERSONAL SAFETY OF PERSONS IN CUSTOMER'S PREMISES; (b) IT IS CUSTOMER'S RESPONSIBILITY TO PROVIDE ANY INSURANCE ON CUSTOMER'S PREMISES AND ITS CONTENTS AND ANY LIFE, DISABILITY OR HEALTH INSURANCE FOR PERSONS USING OR WORKING IN CUSTOMER'S PREMISES; (c) THE AMOUNT CUSTOMER PAYS TO ARMGUARD IS BASED ONLY ON THE VALUE OF THE SERVICE ARMGUARD PROVIDES; (d) ALARM SYSTEMS AND THE SERVICES ARMGUARD MAY PROVIDE MAY NOT ALWAYS OPERATE PROPERLY FOR VARIOUS REASONS; (e) IT IS DIFFICULT TO DETERMINE IN ADVANCE THE VALUE OF CUSTOMER'S PROPERTY THAT MIGHT BE LOST, STOLEN OR DESTROYED IF THE SYSTEM OR SERVICE FAIL TO OPERATE PROPERLY; (f) IT IS DIFFICULT TO DETERMINE HOW FAST THE POLICE OR FIRE DEPARTMENT OR OTHERS WOULD RESPOND TO A REQUEST FOR HELP; (g) IT IS DIFFICULT TO DETERMINE WHAT PORTION, IF ANY, OF ANY PERSONAL INJURY OR DEATH WOULD BE PROXIMATELY CAUSED BY ARMGUARD'S FAILURE TO PERFORM, ARMGUARD'S NEGLIGENCE, OR A FAILURE OF THE SYSTEM; (h) THAT THE SYSTEM IS NOT ABSOLUTELY IMPREGNABLE AND THAT CERTAIN INDIVIDUALS MAY POSSESS THE TECHNICAL ABILITY TO CIRCUMVENT OR PENETRATE THE SYSTEM. THEREFORE CUSTOMER AGREES: THAT EVEN IF A COURT DECIDES THAT ARMGUARD BREACH OF THIS AGREEMENT, A FAILURE OF THE SYSTEM, ARMGUARD'S NEGLIGENCE, OR A FAILURE OF THE SYSTEM OR SERVICES TO BE PROVIDED BY ARMGUARD CAUSED OR ALLOWED ANY HARM OR DAMAGE (WHETHER BUSINESS INTERRUPTION, ECONOMIC LOSS, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) TO CUSTOMER OR ANYONE IN CUSTOMER'S PREMISES, CUSTOMER AGREES THAT ARMGUARD'S LIABILITY SHALL BE LIMITED TO THE GREATER OF \$300.00 (THREE HUNDRED) OR 10% (TEN) OF THE ANNUAL SERVICES FEE, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AND THIS SHALL BE CUSTOMER'S ONLY REMEDY REGARDLESS OF WHAT LEGAL THEORY INCLUDING (WITHOUT LIMITATION, BREACH OF CONTRACT, NEGLIGENCE, PRODUCTS LIABILITY OR BREACH OF WARRANTY) IS USED TO DETERMINE THAT ARMGUARD WAS LIABLE FOR THE INJURY OR LOSS. CUSTOMER MAY OBTAIN A LIMITATION OF LIABILITY. IF CUSTOMER WISHES, CUSTOMER MAY OBTAIN A LIMITATION OF LIABILITY INSTEAD OF THE LIQUIDATED DAMAGES FOR AN ADDITIONAL PERIODIC FEE. IF CUSTOMER ELECTS THIS OPTION, ARMGUARD WILL ATTACH A RIDER TO THIS AGREEMENT WHICH WILL SET FORTH THE AMOUNT OF THE LIMITATION OF LIABILITY AND THE AMOUNT OF THE ADDITIONAL CHARGE. AGREEING TO THE LIMITATION OF LIABILITY DOES NOT MEAN THAT ARMGUARD IS AN INSURER OF CUSTOMER, CUSTOMER'S PROPERTY, OR THIRD PARTIES OR THEIR PROPERTY.
15. **THIRD PARTY INDEMNIFICATION AND SUBROGATION:** IF ANYONE OTHER THAN CUSTOMER ASKS ARMGUARD TO PAY FOR ANY HARM OR DAMAGES (INCLUDING PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) CONNECTED WITH OR RESULTING FROM: (i) ARMGUARD'S BREACH OF THIS AGREEMENT; (ii) A FAILURE OF THE SYSTEM OR SERVICES; (iii) ARMGUARD'S NEGLIGENCE; (iv) ANY OTHER IMPROPER OR CARELESS ACTIVITY OF ARMGUARD IN PROVIDING THE SERVICES; OR (v) A CLAIM FOR INDEMNIFICATION OR CONTRIBUTION, CUSTOMER WILL PAY TO ARMGUARD (a) ANY AMOUNT WHICH A COURT ORDERS ARMGUARD TO PAY OR WHICH ARMGUARD REASONABLY AGREES TO PAY, AND (b) THE AMOUNT OF ARMGUARD'S REASONABLE ATTORNEY'S FEES AND ANY OTHER LOSS THAT ARMGUARD MAY PAY IN CONNECTION WITH THE HARM OR DAMAGES, CUSTOMER AGREES TO RELEASE ARMGUARD FROM ANY CLAIMS OF ANY PARTIES SUING THROUGH CUSTOMER'S AUTHORITY OR IN-CUSTOMER'S NAME, SUCH AS CUSTOMER'S INSURANCE COMPANY, AND CUSTOMER AGREES TO DEFEND ARMGUARD AGAINST ANY SUCH CLAIM. CUSTOMER WILL NOTIFY CUSTOMER'S INSURANCE COMPANY OF THIS RELEASE.
16. **TITLE TO EQUIPMENT. INSURANCE. REMOVAL OF SYSTEM:** Customer acknowledges and agrees that THE ENTIRE SYSTEM SHALL AT ALL TIMES REMAIN THE SOLE PROPERTY OF ARMGUARD. Customer will not damage, encumber or dispose of the System or permit the System to be tampered with or repaired by anyone but authorized agents of ARMGUARD. Customer agrees to keep the System fully insured against loss until this Agreement expires or is terminated and to have ARMGUARD named as loss payee. Customer agrees to provide ARMGUARD with certificates or other evidence of insurance upon request. If Customer fails to provide acceptable evidence of insurance, ARMGUARD may, but will not be required to buy insurance for Customer and add a charge to the monthly fee which will include the premium cost, costs associated with effecting the insurance and carrying charge of 15% or the highest amount allowed by applicable law, whichever is lower in the event of loss or damage to the System or any part thereof. Customer agrees to pay ARMGUARD the reasonable value thereof or cost of repair as the case may be. At the expiration or termination of this Agreement or in the event of any default in performance by Customer, ARMGUARD is authorized to enter upon the premises of Customer and to remove all or any portion of the System. ARMGUARD may elect to abandon all or any portion of the System. Removal of the System shall be without prejudice to the collection of any and all sums due under the entire Agreement or extensions or renewals thereof. Customer shall in such event return the System to ARMGUARD in good condition, reasonable wear and tear excepted. Customer agrees that installation of the System does not create a fixture to Customer's premises. In the event Customer is not the owner of the premises, Customer hereby warrants that Customer has secured the written consent of the owner for the installation and removal of the System.
17. **LIMITATION ON LAWSUITS: WAIVER OF JURY TRIAL:** Both ARMGUARD and Customer agree that no demand or arbitration, lawsuit or any other legal proceeding connected with this Agreement shall be brought or filed more than one (1) year after the incident giving rise to the claim occurred. Customer agrees that this does not apply to recovery of ARMGUARD's System, its value or collection efforts. Customer agrees to pay all collection fees including but not limited to all attorney fees and court costs. In addition any such legal proceeding shall not be heard before a jury. EACH PARTY GIVES UP ANY RIGHT TO A JURY TRIAL.
18. **ENTIRE AGREEMENT** The entire and only Agreement between Customer and ARMGUARD for alarm services is written in this Agreement. It replaces any earlier oral or written understandings or Agreements, including any previous Agreement by which ARMGUARD or its predecessor provided alarm services for Customer. It may only be changed by a written Agreement signed by Customer and ARMGUARD. THIS AGREEMENT MAY NOT BE AMENDED OR ALTERED BY ANY ORAL OR WRITTEN STATEMENTS OF OUR SECURITY REPRESENTATIVE. If Customer has given or ever gives ARMGUARD a purchase order for the System or service which provides for different terms than this Agreement, this Agreement will govern and be controlling. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of the Agreement shall remain in force. Customer agrees that this Agreement is performed in the state of California and shall be governed by the laws of California.
19. **ARMGUARD'S LICENSED CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE BOARD, WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN 4 YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CA 95826.**
20. **ARMGUARD ALARM SYSTEMS AND ITS EMPLOYEES ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES, OF THE STATE OF CALIFORNIA, 1920-20TH STREET, SACRAMENTO, CA 95814. ARMGUARD ALARM SYSTEMS ALARM LICENSE NUMBER IS ACO4251.**

TERMS AND CONDITIONS

1. The Subscriber has contracted with the Alarm Installer, or is about to contract with Alarm Installer, for protective system at the location indicated on Service Agreement (hereinafter called "Location").
2. The Alarm Installer has subcontracted monitoring services for Subscriber to National Alarm Computer Center, Inc. ("Company"). Such services will consist solely of those, as set forth in service request section, and the Company agrees to perform same solely as the agent of the Alarm Installer upon the following terms and conditions:
3. The Subscriber and the Company agree that the Company's sole and only obligation under this agreement and / or any other agreement between the Subscriber and the Alarm Installer shall be to monitor signals received by means of the protective system and to respond thereto.
4. Company or its designee, shall without warranty, make every reasonable effort to do the following:
 - (1) Upon receipt of a burglar alarm signal, notify the public police department and notify the Subscriber or his designated representative by calling the telephone number supplied to Company in writing by Alarm Installer.
 - (2) Upon receipt of a hold-up alarm signal, notify the public police department.
 - (3) Upon receipt of a sprinkler signal, water flow signal, manual or automatic fire alarm signal, notify the public fire department and notify the Subscriber or his designated representative by calling the telephone number supplied to Company in writing by Alarm Installer.

Company may discontinue any part of this service if required to do so by governmental or insurance authorities.

5. Upon agreement, Alarm Installer shall pay all charges made by any telephone company or other utility for installation, leasing and service charges of telephone lines connecting Subscriber's protected premises to Company. Alarm Installer acknowledges that alarm signals from Subscriber's premises to Company are transmitted over Alarm Installer's or Subscriber's regular telephone service to Company, and in the event the telephone service is out of order, disconnected, placed on vacation or otherwise interrupted, signal from Subscriber's alarm system will not be received in Company during any such interruption in telephone service and the interruption will not be known to Company. If the alarm system is connected to the telephone line by a RJ31X or equivalent telephone jack, when the alarm system is activated, it is designed to seize the telephone and disconnect any telephone calls as well as preventing the making of any other telephone calls (such as calls to 911 emergency operator) while the system is attempting to transmit signals to Company. Alarm Installer and Subscriber further acknowledge and agree that signals transmitted over telephone company lines which are wholly beyond the control and jurisdiction of Company and are maintained and serviced by the applicable telephone company or utility.
6. Alarm Installer agrees to furnish Company forthwith a written list of the names, titles, residences, residence phone numbers and signatures of all persons authorized to enter the premises of Subscriber during regularly scheduled closed periods, and/or be notified in the event of an alarm, and with a written daily and holiday opening and closing schedule, including janitor's schedule, all changes, revisions and modifications to the above shall be supplied to Company in writing.
7. This Agreement may be suspended or cancelled, without notice at the option of Company, if Company's Alarm Installer's or Subscriber's premises, or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event Company is unable to render service as a result of any action by any government authority.
8. If Alarm Installer or Subscriber fails to pay any amount provided herein within twenty (20) days after the same is due and payable, or if Alarm Installer fails to perform any other provisions within (20) days after Company shall have requested it in writing the performance thereof, or if Alarm Installer makes any assignment for the benefit of creditors, Company shall have the right, but shall not be obligated, to recover the existing amount due from Alarm Installer and continue to service the Subscriber's systems, in which case, Company shall be entitled to recover, in addition, the monthly payment due under Agreement for said services; or Notify Subscriber, via First Class mail, that the Subscriber's monitoring service is being cancelled for non payment of monitoring charges, within 10 days of the date of the mailing.

Upon termination of service for any reason, including Subscriber's or Alarm Installer's default or breach of this Agreement, Subscriber authorizes and will permit Company and Alarm Installer to remotely disconnect the alarm system from Company's monitoring network, and/or enter upon the premises of Subscriber for the purpose of disconnecting and deprogramming the communication device of the alarm system.

9. It is understood and agreed: That the Company is not an insurer; that insurance, if any, shall be obtained by Alarm Installer and/or Subscriber, that the payments provided for herein are based solely on the value of service as set forth herein and are unrelated to the value of the Alarm Installer's and/or Subscriber's property located at Alarm Installer and/or Subscriber's premise. Alarm Installer and Subscriber acknowledge that it is impractical and extremely difficult to fix the actual damages if any, which may proximately result from Company's negligence or a failure by Company to perform any of the obligations herein including monitoring or the failure of the system to properly operate, with resulting loss to Alarm Installer and/or Subscriber because of among other things:
 - (a) The uncertain amount or value of Alarm Installer's and/or Subscriber property or the property of other kept on the premises which may be lost, stolen, destroyed, damaged, or otherwise affected by occurrences which the system or service is designed to detect or avert;
 - (b) The uncertainty of the response time of any police or fire department, should be the police or fire department be dispatched as a result of a signal being sent and/or received;
 - (c) The inability to ascertain what portion, if any of any loss would be proximately caused by Company's failure to perform or it's equipment to operate;
 - (d) The uncertain nature of occurrences which might cause injury or death to Subscriber or any other person which the system or service is designed to detect or avert;
 - (e) The nature of the services to be performed by the Company.

Alarm Installer and Subscriber understand and agree that if Company should be found liable for loss or damage due from failure of company to perform any of the obligations herein, including but not limited to installation, monitoring or service, or failure of the system or equipment in any respect whatsoever, Company's liability shall be limited to Three Hundred Fifty Dollars (\$350.00), as liquidated damages and not as a penalty and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damages, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the obligations imposed by this contract, or from negligence, active or otherwise of Company, it's agents, assigns, employees, or subcontractor.

If Alarm Installer or Subscriber wishes Company to assume a limited liability in lieu of the liquidated damages as hereinabove set forth, Alarm Installer and/or Subscriber may obtain from Company's limitation of liability by paying an additional monthly service charge to Company, and a rider shall be attached to this agreement setting forth the terms, conditions and the amount of the limited liability, and the additional monthly charge. Such rider and additional obligation shall in no way be interpreted to hold Company as an insurer.

ALARM INSTALLER AND SUBSCRIBER ACKNOWLEDGE THAT THEY HAVE DISCUSSED THIS PROVISION REGARDING LIQUIDATED DAMAGES AND LIMITATION OF LIABILITY WITH COMPANY'S AGENT AND UNDERSTAND THAT THEY MAY OBTAIN A HIGHER LIMITATION OF COMPANY'S LIABILITY BY PAYING AN ADDITIONAL CHARGE.

10. When Subscriber in the ordinary course has the property of others in his custody, or the alarm system extends to protect the property of others, Subscriber agrees to and shall indemnify, defend, and hold harmless Company, its employees, subcontractors, agents and assigns, for and against all claims brought by parties other than Subscriber. This provision shall apply to all claims, demands, or lawsuits, regardless of cause including Company's performance or failure to perform any of the obligations herein, Company's negligence or a failure of the monitoring equipment or service whether these claims be based upon negligence, express or implied warranty, contribution, indemnification, or strict or product liability on the part of Company, its employees, subcontractors, agents or assigns.
11. So far it is permitted by Subscriber's property insurance coverage, Subscriber hereby releases, discharges and agrees to hold Company harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the Subscriber's premise whether said claims are made by Subscriber, his agents, or insurance company or other parties claiming under or through Subscriber. Subscriber agrees to indemnify Company against, defend and hold harmless from any action for subrogation which may be brought against Company by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney's fees. Subscriber shall notify his insurance carrier of the terms of this provision.

Both parties hereby agree that no suit or action that relates in anyway to this Agreement (whether based upon contract, negligence or otherwise) shall be brought against the other more than one (1) year after the accrual of the cause of action therefor. In addition, both parties hereby waive any rights to a jury trial in any judicial action brought by either party which relates in any way to this Agreement (whether based upon contract, negligence or otherwise).

Subscriber acknowledges and agrees that he is not a third party beneficiary to the Master Monitoring Agreement entered between company and Alarm Installer.

In the event an excessive number of false alarms are caused by Subscriber's careless, malicious action, or accidental use of the alarm system, or in the event Subscriber in any manner misuses or abuses the system, Company may in its sole discretion deem same to be material breach of this Agreement and at its option in addition to all legal remedies available to company, be excused from further performance upon the giving of five (5) days written notice to Subscriber. Subscriber agrees to pay any false alarm assessments, taxes, fees, or charges relating to the monitoring services provided pursuant to this Agreement.

12. Alarm Installer and Subscriber acknowledge that if there is any conflict between this Agreement and Alarm Installer's or Subscriber's purchase order or any other document, this Agreement will govern, whether said purchase order or other document is prior or subsequent to this Agreement.
13. In the event it shall become necessary for company to institute legal proceedings to collect the cost of installation or the monthly service as set forth herein, then and in such proceeding and the unsuccessful party shall pay to the successful party reasonable attorneys' fees.
14. This agreement is made in shall be governed by, the laws of the State of California.
15. In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.
16. This writing is intended by the parties as final expression of their agreement and as a complete and exclusive statement of the terms thereof, and in particular paragraph 9 which set forth Company's maximum liability in the event of loss or damage to Alarm Installer or others. This agreement supercedes all prior representations, understanding or agreements of the parties, and the parties rely only upon the contents of the Agreement in executing it. This Agreement can only be modified in writing signed by the parties or their duly authorized agents. No waiver or breach of any term condition of this Agreement shall be construed to be a waiver of any succeeding breach.
17. All notices to be given hereunder shall be in writing and may be served either personally, or by mail, postage prepaid to addresses set forth in the Agreement or to any other address provided by one to the other from time to time in writing.
18. Each and all of the provisions of this agreement are conditions to be faithfully and fully performed.
19. It is understood that the Company owns none of the protective equipment in Subscriber's location and has no responsibility for the condition and/or the functioning thereof and the maintenance, repair, service, replacements or insurance of the protective equipment are the sole obligation and responsibility of the Alarm Installer.
20. The Company hereby disclaims all warranties, express or implied, including those of merchantability or fitness that its services will avert, deter, or prevent any loss which monitoring might alleviate or mitigate.

Subscriber's Name _____ Line# _____ Account# _____



ALARM21 CORP ARMGUARD

1009 N Pacific Ave, STOP 4754 | Glendale, CA 91202
1-866-212-5276 | 1-800-654-7797
alarm21.com | CA BSIS License ACO 4251

CUSTOMER AND SERVICE INFORMATION

Residential alarm agreement | Monthly monitoring: \$45.99

Agreement date: _____

Customer / client name: _____

Service address: _____

City: _____ State: _____ ZIP: _____

Telephone: _____

Email: _____

Approximate service start date: _____

BASE MONTHLY MONITORING

\$45.99 / month

Additional equipment and installation charges, if any, are specified separately.