

1. The Customer understands that the Company is in the business of providing monitoring service for Customers who have a protective burglar alarm system at their place of business, homes, etc. The Customer understands that the Dealer must know and have on record basic information about the Customer's system. The Customer also acknowledges that he/she has completed the portion of this contract which calls for information, and the Company, in performing its obligations under this contract, the Dealer will rely on the information given by the Customer.
2. Customer hereby represents that they have contracted, or is about to contract, with the Dealer for the installation of a protective system at premises owned or occupied by Customer and in connection with such installation has also requested monitoring service or said system, installer and subscriber have entered into an agreement whereby the installer will provide monitoring services for the subscriber consisting of the following:
 - a) Direct call response by experienced operators to an emergency condition until proper authorities are notified.
 - b) Direct call response until a station designated by Customer is notified.
 - c) Notification to the Dealer that an alarm condition has occurred, if requested.
 - d) Such other services as may be agreed upon by the parties;
3. The parties agree that the Dealer's sole obligation under this agreement shall be to monitor signals received from the protective system located on the Customer's premises. The Company, upon receipt of a signal shall make every reasonable effort to transmit notification of the alarm promptly to the police, fire or other authorities and to the person or persons whose names and telephone numbers are provided to the Company by Dealer or Customer, unless there is just cause to assume that an emergency condition does not exist.
4. This agreement shall continue for as long as the Dealer contracts with the Customer for the performance of monitoring services for there residence, or place of business. All contracts will automatically renew annually unless cancellation of contract is received in writing thirty days prior of anniversary date of contract.

In the event that amounts due by Customer to the Dealer hereunder are not paid in full within sixty (60) days of the date of invoice, the Dealer may suspend this account and all monitoring services by notice given under paragraph 16 below. Such termination shall be effective upon mailing pursuant to paragraph 16. It is the responsibility of the Dealer to notify all his/her Customers to termination of services.

In the event that the Customers check for service under this agreement is returned by the Dealers bank for reason of insufficient funds or otherwise, the Dealer will immediately contact Customer, and a fee of \$25.00 and any outstanding balance owed to the Dealer by Customer will be billed immediately. If the Dealer has a recurrence with Customer, Dealer will put account on credit card, money order, and certified check terms.

This agreement may also be suspended or cancelled at the Dealer's obligation should the protective equipment on the premises of the Customer become so substantially disabled or damaged that further service is impractical or if the rendering of such service is not possible by reason on strike, riot, floods, fires, interruption of telephone communication services, acts of God, or any cause beyond the control of the Dealer.
5. Customer understands that the signals from the alarm system which the Company will monitor are transmitted over normal telephone lines to the monitoring company. Customer also understands that the Dealer cannot be responsible for any monitoring during periods with either Customer's or the Company's telephones lines not working or under any condition which would make it impossible to send a normal telephone call from the Customers premises to the Companies place of business.
6. The Dealer cannot be responsible for loss or damages suffered by a Customer caused by:
 - a) Defects or deficiencies in the alarm system owned by the Customer.
 - b) Delay in response time of failure to respond by any person or authority notified by the Company according to Customer's instructions in this contract.
7. This agreement shall continue for as long as the Dealer contracts with the Customer for the performance of monitoring services for Customer. In the event that Customer notifies the Dealer of its termination of service it must be in writing thirty (30) days prior to anniversary of contract, or in the event that the Customer fails or refuses to make payment for services furnished, or to be furnished, Dealer will give the Customer at least fifteen (15) days notice of suspension, of such services to the Customer and, upon giving such notice, Dealer will pursue this agreement in a legal manner to uphold obligations of this contract. This agreement may also be suspended, at the Dealer's option, should the protective equipment or the premises of Customer become so substantially disabled or damaged that further service is impractical, or if the rendering of such service is not possible by reason of strike, riots, floods, fires, interruption of telephone communication service, act of God, or any other cause beyond the control of the Dealer.
8. LIMIT OF LIABILITY: It is understood and agreed by the parties hereto that the Dealer is not an insurer and that insurance, if any, shall be obtained by the Customer and that the amounts payable to the Dealer hereunder are based upon the value of the service set forth herein and are unrelated to the value of the Customer's property of others located in Customer's premises. The Dealer makes no guarantee or warranty, including any implied warranty or fitness that the system supplied, will avert or prevent occurrence of the consequences there from, which the system or service is designed to detect or avert. Customer agrees that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the failure to perform any of the obligations herein, or the failure of the system to properly operate with resulting loss to Customer because of, among other things:
 - a) The inability to ascertain what portion, if any, of any loss of property, personal injury or death would be proximately caused by Alarm Company's failure to perform or by failure of its equipment to operate;
 - b) The nature of the service performed by the Dealer. Customer understands and agrees that if Dealer should be found liable for loss, damage or injury due to failure of service or equipment, including negligence, breach or warranty or otherwise in any respect, it, and that the provisions of this paragraph shall apply if loss, damage or injury irrespective of cause or origin, result directly or indirectly to person or property form performance or non performance or obligations imposed by this contract or from negligence, active or otherwise, of the Alarm Company, its agents, assigns or employees. No suit or action shall be brought against the Alarm Company more than one (1) year after the accrual of the cause of action therefore it is further agreed that the limitations on liability, expressed herein shall insure to the benefit of and apply to all parent, subsidiary, monitoring company and affiliated Alarm Company's companies. If the Customer decides the Alarm Company to assume a greater liability, the Alarm Company shall amend this agreement by attaching a rider setting forth the amount of additional amount payable by the Customer for the assumption by the Dealer of such greater liability provided, however, that such rider and additional obligation shall in no way be interpreted to hold the Dealer as an insurer.
 - c) The uncertainty of the response time of any police or fire department, should the police of fire department be dispatched as a result of signal being received or an audible device sounding.
 - d) The uncertainty amount of value of Customer's property or the property of others kept on the premises which may be lost or stolen, destroyed, damaged or otherwise affected by occurrence which the system or service is designed to detect or avert.
9. INDEMNIFICATION: The Customer agrees to indemnify and hold harmless to the Dealer, its agents and employees and assigns for and against all third party claims, lawsuits and losses alleged to be caused by the performance of the Dealer, its employees, agents or assigns or as a result of negligent performance of failure to perform any obligations under this agreement.
10. It is also understood that although the Company is being paid to monitor system designed to reduce certain risks of loss or damage, the Company cannot guarantee that loss or damage will not occur. The Company is not an insurer against loss or damage. All insurance arrangements to cover loss or damage must be made separately by the Customer.
11. The Dealer shall not be responsible for any fees, charges, or assessments imposed by any government authority or other persons in connection with false alarms from any equipment located at any customers premises. The Dealer shall not be responsible for any fees, licenses or taxes imposed by any government authority.
12. The Dealer agrees to and shall indemnify and save harmless the Company, its employees and agents, from and against all claims, suits, causes of action, liability, costs, damages, of whatever kind of nature, including reasonable attorney's fees, incurred or alleged to have been incurred by or caused to any person, entity, or thing as a result, directly or indirectly of any of the goods and services sold, performed, or covered by this agreement.
13. The Customer may not assign his interest under this contract without prior written consent of the company.
14. This agreement is to be governed by the laws of Maryland.
15. The parties hereto agree that this agreement contains the entire understanding and final expression of agreement between the parties, that only representations contained herein are binding on the parties, and that no prior statements or representations of any type shall be received in evidence or otherwise used to vary the express terms set forth herein. It shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. This agreement may be amended only in writing signed by the parties with in thirty (30) days of anniversary date of this contract, and will renew automatically if cancellation of the account is not received in writing thirty (30) days prior to anniversary date, and no oral modification of this agreement shall be enforceable.
16. Any notices required to be given by each of the parties to this contract to the other must be in writing and mailed certified mail, return receipt requested, addressed to the party at the address shown in this contract.
17. If the system excessively signals the Company station of if the Customer is not subject to a valid and acceptable contract with the Dealer and the system continues to send signals or the Customer no longer occupies the entire protected premises, Customer agrees to pay the Dealer the sum of One Dollar (\$1.00) for each individual signal from the system received by the Company, as liquidated damages and not as a penalty, plus all actual attorneys fees and court costs incurred by the Dealer as a party to any dispute arising out or from or in connection with this paragraph.