

# ALARM MONITORING SERVICE AGREEMENT BETWEEN:

\_\_\_\_\_ (Alarm Partner) and CenCom.com dba VirtuAlarm® & American Digital Monitoring®, hereafter referred in this agreement as Contractor", and \_\_\_\_\_, hereafter referred to as the "Subscriber".

1. **AGREEMENT TERM:** This agreement shall be for \_\_\_\_\_ months, at the month rate of \$\_\_\_\_\_ per month, billed [ ☐ ] Monthly [ ☐ ] Quarterly [ ☐ ] Semi-Annually [ ☐ ] Annually, billed 30 days in advance of any future billing cycle, starting the day alarm signals are received by the alarm monitoring center, with no pro-rating of monthly fees charged to the following credit card listed below:

[ \_\_\_\_\_ ] **EXP:** \_\_\_\_/\_\_\_\_ **CVV:** \_\_\_\_\_

2. **CONTRACTOR NOT AN INSURER:** Contractor is not an insurer and does not provide the Subscriber ANY insurance for property loss and or damages, personal injury or loss and therefore, subscriber is responsible for ANY and ALL insurance coverage for the premises or its contents. Any payments made by Subscriber under this contract are solely based on the value of the electronic protective system(s) and services as set forth in this agreement. Payments are unrelated to the Subscribers exposure, risk or value of the Subscriber's property or the property of others located on said property.

3. **AUTO PAYMENT REQUIRED:** Subscriber agrees to have all fees, including any future fees, regardless of type, charged automatically on a provided auto payment source or an additional monthly fee shall apply. Should an attempt to collect any automatic payment fail, a late fee and re-billing fee may also apply.

4. **PRE-PAID MONITORING REFUNDS:** Should Subscriber cancel services prior to the completion of any pre-paid monitoring term, there shall be no pro-rating or refunds.

5. **SIGNAL ROUTING:** If Subscriber uses any phone line transmission method, Subscriber acknowledges that their alarm system will be connected to a single POTS line service. If phone line is not a POTS line, then it must be of a high-quality VoIP, Cable or Digital service. If VoIP services are not used, alternative signal routing is available from Contractor for an additional fee. Subscriber herein acknowledges that depending on their choice of signal routing, they will provide back-up power for all supporting equipment, including any routers, phone equipment, internet transmitters or cell transmitters to ensure temporary operation through any short-term power failure.

6. **PHONE LINE INTERFERENCE:** Subscriber is aware that if the system uses Subscriber's POTS or VoIP phone lines to transmit signals to a central monitoring station by dialing over said phone line. Blocking, Restricting, Suspension, Disconnection or interference, degradation of quality, loss of bandwidth, or any routing services may cause loss of signaling ability without notice to the central monitoring station. Optional signal routing and phone line protection is available at an additional cost from Contractor under separate Agreement.

7. **VoIP SERVICES:** Subscriber is aware that sending alarm signals over a VoIP, Digital or Cable phone line does not guarantee that the signal will be constantly or successfully transmitted to the monitoring center based on the quality of their service provider. Therefore, it is strongly recommended that the Subscriber use an I.P., GSM or Cellular transmitter which is available from Contractor at an additional fee.

8. **EXCLUDED / EXCESS SIGNALS:** Subscriber aware that monitoring services provided under this agreement are limited to a single partition within area 00 and area 01 and do not include monitoring of any automatic or supervisory signals, including but not limited to opening, closing or automatic test signals. Transmission of these types of signals or receipt of any excessive standard signals of any type, (More than 15 signals per calendar month sampled over a 90-day period.) or from partitions outside area 00 and area 01 may cause Contractor to access additional monthly fees to Subscriber account.

9. **WALK TESTING:** Subscriber agrees to fully 'walk test' their alarm system within 72 hours after conversion to send in any and all alarm zone signals for protected area identification and reprocessing. Subscriber is aware that any signals that are not received by Contractor or its monitoring center may not be responded to in the future as they are considered non valid signals and auto logged by the monitoring center.

10. **DELAY IN SERVICE:** Contractor does not guarantee system to be monitored or repaired on any specific date or time and therefore assumes no liability for delay in the installation, set-up or repairs of said system. Once system has been activated, serviced, altered or repaired, monitoring of the system may not be in effect for up to 5 business days from that point.

11. **SERVICE CANCELLATION:** As this is a life safety service, Subscriber hereby agrees to a specific cancellation procedure that requires on line cancellation at <http://www.CancelMyAlarm.com>. No other forms of cancellation shall be accepted, including cancellation by phone, email or fax. Contractor shall process cancellation requests during regular business hours. There shall be no pro-rating of monthly fees on cancelled accounts.

**12. HOLD HARMLESS:** Subscriber will not hold Contractor, its agents and or assigns, liable for any loss, injury or damages 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, against the type of intruder(s) or emergency that the system(s) or monitoring was intended to detect.

**13. LIABILITY LIMITS:** Subscriber agrees that in the event that a loss has occurred based on failure of performance of its obligations under this agreement, and therefore is determined to be the responsibility of Contractor, its agents, employees, or any third parties to this agreement, subscriber agrees to limit damages to no more than twelve (12) times the monthly charges on said account, or two hundred fifty dollars (\$250.00), whichever is greater. This amount is to be considered by the parties to this agreement as fair compensation in the form of liquidated damages.

**14. DAILY SYSTEM TESTING:** Subscriber is aware that Contractor has no physical control of the electronic protective system(s) or their mode of transmission and acknowledges that it is the Subscribers sole responsibility to verify proper operation of the system(s) by testing the complete system(s) daily. Subscriber is aware that any automatic test signals generated by their system(s) ARE NOT monitored by the central station unless contracted for under a separate agreement. Subscriber initiated system testing shall include but is not limited to; walk testing all equipment, verifying proper operation and testing all signals into the alarm 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, then Subscriber will notify Contractor IN WRITING, SENT BY CERTIFIED LETTER, RETURN RECEIPT, TO THE CONTRACTOR WITHIN FIVE (5) DAYS. FAILURE TO DO SO WILL RESULT IN SUBSCRIBERS FULL AND COMPLETE WAIVER OF ANY DEFENSES IT MAY HAVE AS A RESULT.

**15. GOVERNMENTAL REQUIREMENTS:** 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 either pay a deposit in advance, or reimburse Contractor for any payments on behalf of Subscriber for any fees, assessments and or fines, as determined in accordance with those applicable governmental restrictions, permits, conditions or regulations, regardless of cause of such fines.

**16. FUTURE SERVICES:** Any future service or alterations provided to Subscriber by any party 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 here.

**17. CALL LOGGING:** Subscriber consents to all communications to or from Contractor or central monitoring station being recorded.

**18. AGENT AUTHORITY:** Subscriber authorizes any employee, resident or emergency subscriber full authority to issue instructions in regard to operation, installation, or service of the system unless specified otherwise in writing. In addition, Subscriber is aware that access to their account is available online and can be altered or updated by any person with knowledge of their account number and password. Subscriber shall change their passwords frequently to maintain security and in the event any of their password(s) are compromised, they shall immediately change their account password(s).

**19. PAYMENTS REQUIRED:** Subscriber is obligated to payments herein agreed to for all monitoring services, regardless if their system is not connected, completed, operational, abandoned, or just not being used. If a credit card inquiry or charge back is initiated by the Subscriber, a minimum \$50.00 per occurrence will be charged to Subscriber.

**20. SERVICE SUSPENSION:** In the event Subscriber fails to make payments as agreed to in this agreement, Contractor may disable any equipment owned by Contractor, including suspension of any monitoring services.

**21. NON-TRANSFERRABLE:** Subscriber may not transfer this agreement to any other party without consent of Contractor and will not be in effect unless new Subscriber executes a replacement agreement. However, this agreement and its terms may be assigned or transferred without Customers prior consent by Contractor to a third or new party.

**22. CONTRACT BREACH:** 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, RETURN RECEIPT, TO 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.

**23. LEGAL FEES:** Subscriber agrees to pay costs incurred by Contractor in enforcing its rights under this agreement, whether or not suit is instituted, including but not limited to legal fees, attorney fees, mediation services, court costs or collection costs.

**24. EXCLUSIVE VENUE:** 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 EXCLUSIVE VENUE for such action to be King County, Washington REGARDLESS where the Subscriber shall reside or where the services under this contract may reach.

**25. TIME OF THE ESSENCE:** Time is of the essence in this agreement.

26. **INTEREST RATE:** Any past due balances shall bear the interest rate of 1.5% per month or the maximum allowable rate by law.
27. **SIGNAL PREVENTION:** Upon cancellation of services the Subscriber agrees to prevent any alarm reporting from continuing into the alarm monitoring center by disconnecting the system from its method of signal sending, whether it be by phone line, cellular, internet or other means. Should any signal be received after the Subscribers cancellation date, said signals will be ignored, but the Subscriber shall be charged \$25.00 per signal, maximum of \$250.00 per calendar month for any signal(s) that are received.
28. **HOLD HARMLESS:** 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 from any and all claims.
29. **ENTIRE AGREEMENT:** This agreement constitutes the entire agreement between the parties and is intended as a final expression of that agreement. This agreement supersedes all prior and future representations, either in writing or if orally in person or by telephone conversations for any understandings or assumed agreements, as the parties may only rely upon the actual written content of this agreement when executing it either in person, or by accepting services ordered on-line from that point forward, including future communications between the parties.
30. **MODIFICATIONS:** This agreement may only be modified in writing and signed by both parties or by fully authorized agent of the same.
31. **AUTHORIZED REPRESENTATIVE:** 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 an authorized representative to any business, corporation, if said business or corporation is a part of this agreement.
32. **HEADINGS:** Headings of the sections contained in this agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this agreement.
33. **SEVERABILITY:** If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.
34. **NON-WAIVER:** The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

SUBSCRIBERS SIGNATURE BELOW SHALL BE BINDING TO THIS AGREEMENT:

ALARMED ADDRESS: \_\_\_\_\_ CITY, ST. ZIP: \_\_\_\_\_

ALARM PREMISES PHONE NUMBER: (\_\_\_\_) \_\_\_\_\_ PASSWORD \_\_\_\_\_

EMERGENCY CONTACT #1: PHONE NUMBER: (\_\_\_\_) \_\_\_\_\_ NAME: \_\_\_\_\_

EMERGENCY CONTACT #2: PHONE NUMBER: (\_\_\_\_) \_\_\_\_\_ NAME: \_\_\_\_\_

EMERGENCY CONTACT #3: PHONE NUMBER: (\_\_\_\_) \_\_\_\_\_ NAME: \_\_\_\_\_

_____	____/____/____	_____	____/____/____
SUBSCRIBERS SIGNATURE	DATE	ALARM REPRESENTATIVES SIGNATURE	DATE