

**ARCO SECURITY CENTRAL STATION, CORP.**  
MONITORING BURGLAR AND FIRE ALARM SYSTEMS

**ALARM MONITORING AGREEMENT**

This agreement made the \_\_\_\_\_ day of \_\_\_\_\_ by and between Arco Security Central Station, Corp., located at 3905 SW 110<sup>th</sup> Ave, Miami, FL 33165, hereinafter called the Contractor and \_\_\_\_\_ Located at: \_\_\_\_\_, hereinafter called the Alarm Company, wherein it is mutually agreed as follows:

1. The Contractor agrees to monitor on a twenty-four (24) hour basis, alarm signals received from the Alarm Company's devices and equipment installed on the premises of the Alarm Company subscribers that is connected to the Contractor's Central Station. The Contractor agrees to connect and monitor at its monitoring Central Station, the incoming signals from the Alarm Company Subscriber, as the Alarm Company notifies the Contractor of such subscriber through the submission of an approved subscriber Alarm Monitoring Agreement.
2. The Alarm Company agrees to pay the Contractor a monthly fee, per customer connected to the Contractor's Central Station, at the prevailing rate as set forth per month, as a Central Station monitoring service charge, in advance and payable the first of each month. It is further agreed and understood 'that the Contractor has the right to discontinue all Subscribers monitoring, in the event that the Alarm Company fails to pay two or more months of the amount agreed for monitoring. If this is the case, the Alarm Company shall be notified by certified mail.
3. The Alarm Company agrees to provide all of the devices, equipments and wire facilities and services necessary to transmit emergency signals to the Contractor's Central Station.
4. The Alarm Company agrees to furnish the Contractor a list of the names and telephone numbers of the persons who shall be notified by the Contractor in the event an emergency signal is received at the Contractor's Central Station. The Contractor shall notify promptly the appropriate police and/or fire department and the designated representative of the Subscriber as determined by the Subscriber. If there is any change in the information that was originally submitted to the Contractor for the Subscriber or the Alarm Company, the Contractor shall be promptly notified through submission of a written request of any changes, additions or cancellations of any of the Alarm Company's Subscribers. Such written request MUST contain such identification as the Alarm Company's name, the Subscriber's name, address and Code number. .
5. The Contractor will exercise reasonable efforts in rendering monitoring service under this agreement, but shall not be liable for any damages arising out of delays and in no event shall be liable for consequential damages.
6. The Contractor assumes no liability or responsibility in any way for interruptions of monitoring services due to strikes, riots, floods, telephone failure, fires, acts of God or any cause beyond the control of the Contractor and will not be required to supply monitoring service to the Subscriber while interruption of service due to any cause shall continue.
7. In the event that ARCO SECURITY CENTRAL STATION CORP., prevails in any litigation arising as a result of this contract, Subscriber and the Alarm Company shall pay any and all attorney's fees incurred by ARCO in defending said litigation. It is understood and agreed by the parties hereto that the Contractor is not an insurer and that insurance, if any, covering personal injury and property loss or damage on Subscriber's premises shall be obtained by the Subscriber, that the Contractor is being paid for the monitoring of a system designed to reduce certain risks of loss and that the amounts being charged by the Contractor are not sufficient to guarantee that no loss will occur; the Contractor is not assuming responsibility for any losses which may occur even if due to Contractor's negligent performance or failure to perform any obligation under this Agreement. **THE CONTRACTOR DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED.** Since it is impractical and extremely difficult to fix actual damages which may arise due to the faulty operation of the system or failure of services provided, if, notwithstanding the above provisions, there should arise any liability on the part of the Contractor, such liability shall be limited to an amount equal to one half the annual service charge provided herein or \$250, whichever is greater. This sum shall be complete and exclusive and shall be paid and received as liquidated damages and not as a penalty.
8. The Subscribers Alarm Company agrees to pay in addition to the charges above any false alarm assessments, taxes, fees or charges that are imposed by any governmental body, relating to the monitoring service provided under this agreement and any telephone company wire facilities necessary to transmit emergency signals to an off premises point located at ARCO SECURITY CENTRAL STATION CORP. The Contractor reserves the right to have the telephone company bill the Subscriber directly for these facility charges.
9. This agreement may be terminated at the option of the Contractor at any time in the event that Contractor's Central Station is destroyed or so substantially damaged by fire or other catastrophe where it is impracticable to continue service, or in the event that the Contractor is unable either to secure or retain the connections or privileges necessary for the transmissions of emergency signals by means of conductors between the Subscriber's premises and the Contractor's Central Station, and the Contractor shall not be liable for any damages or subject to any penalty as a result of such termination.
10. Monthly charge will be billed each month in advance and is payable on the first day of each month thereafter until termination of this agreement, which is terminable at the end of year and shall, without further writing, be renewed and extended for successive annual periods unless thirty days prior notice in writing of desire to terminate is given by either party to the other. The Alarm Company agrees, that, after the expiration of one year, from the date this agreement commences, the Contractor may, at any time or times, increase the monthly service charge upon giving the Alarm Company notice in writing. Should the Alarm Company be unwilling to pay the increased monthly charge, the Alarm Company may terminate this Agreement by notifying the Contractor in writing thirty days after receipt of the Contractor's notice of increase. Failure to notify the Contractor of such intention to terminate, within said thirty day period, shall constitute the Alarm Company consent to the increase, and all other terms and conditions of this Agreement shall remain in full force and effect.
11. This agreement does not cover service, repair or replacement of any device. This is only monitoring agreement.
12. The subscriber will periodically test the system and shall notify the Alarm Company promptly of any condition requiring the Alarm Company's attention.
13. BUYERS RIGHT TO CANCEL: 'This is a home solicitation sale, and if you do not want the goods or services, you may cancel this agreement by providing written notice to the seller in person, by telegram, or by mail. This notice must indicate that you do not want the goods or services and must be delivered or postmarked before midnight of the third business day after you sign this agreement. If you cancel this agreement, the seller may not keep all or part of any, cash down payment.'
14. It is understood and agreed by the parties hereto that any suit against contractor (Central Monitoring Company) has to be filed within one (1) year after accrual action.
15. TRANSMISSION FACILITIES: Alarm Company acknowledges that the Contractor utilize telephone line, radio transmission or satellite transmission to transmitter the signals from subscriber's alarm system to the CENTRAL STATION CONTRACTOR. In the event of Subscriber's telephone service is out of order disconnected or any of the transmission services are malfunctioning or otherwise interrupted, or radio wave transmissions are not received due to interference or if the antenna of the transmitter are inoperative, signals from subscriber's alarm system will not be received by the contractor, during any such interruption.
16. It is understood and agreed by the parties that the responsibilities of the contractor are limited to communicate or respond to an alarm signal.
17. THIRD PARTY INDEMNIFICATION: In the event any person not a party to this agreement shall make any claim or file any lawsuit against contractor for any reason relating to contractor duties and obligations pursuant to this agreement including, but not limited to, the design, installation, maintenance, monitoring, operation of the alarm system, Alarm Company agrees to defend, indemnify and hold contractor harmless from any and all such claims, injuries, damages and lawsuits including the payment of all damages, expenses, costs and attorneys' fees. This provision shall apply to all claims, lawsuits, injuries or damages resulting there from, including those based upon the active or passive negligence of the Contractor, its agents, servants and employees; any alleged breach of warranty or contract on the part of the contractor or any allegation of strict or product liability relating to the alarm system or its component parts. This paragraph shall not apply to claims for loss, injury or damage occurs while an employee of the contractor is present on subscriber premises and which damage or loss is caused solely and directly by the employee of the Contractor that *time*.
18. It is the responsibility of the Alarm Company to insure as to each of the services; notifications are proper, correct and signed by the subscriber on the contractor's subscriber Alarm Monitoring Agreement. Monitoring shall become effective only when the Alarm Company, has sent on acceptable test signal on the monitoring equipment provided by the Alarm Company for such subscriber(s) and for each condition which it is proposed to be monitored for such subscriber(s), only upon receiving of such signals and signed forms) the contractor will commence the monitoring service.
19. in the event that the Alarm Company should default by neglecting payment of the monitoring service charge for the contractor. It's the right of the contractor to collect the due payment on the Alarm Company Accounts, by purchasing the subscribers of said Alarm Company and deducting the purchase price from the balance due, or by contacting and billing directly the subscriber accounts of the Dealer for monitoring until balance is settled.
20. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This agreement supersedes all prior representations, understandings or agreements of the parties, written or oral and shall constitute the sole terms and conditions. This agreement can be modified only in writing signed by the parties. No waiver or a breach of any term or condition of this agreement shall be construed to be a waiver of any succeeding breach.

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Name  
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Signature  
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Title  
Arco Security Central Station, Corp.

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Name  
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Signature  
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Title