

Florida Alarm and Security Technologies

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ALARM SYSTEM AGREEMENT FOR MONITORING

Issued to:

Florida Alarm and Security Technologies (FAST) hereinafter referred to as the "Company" agrees to provide monitoring service hereinafter set forth for the alarm system owned by subscriber. The communicator will be provided, and remain the sole property of the: Customer XX

1. Monitoring services: Signals of the alarm system owned by the subscriber at the premise hereinabove set forth shall be monitored by an independent monitoring facility ("IMF"), to be selected by company. If in the opinion of the company, use of the alarm system by the subscriber adversely affects the use of the signal receiving equipment, this agreement may be terminated ten (10) days following written notice to subscriber. Company shall pay any monitoring fee charged by IMF.
2. Transmission lines: subscriber shall pay all charges made by any telephone company or any utility for installation, leasing and service charges of telephone lines connecting subscriber's protected premises to IMF's central station that the signals from subscriber's alarm system are transmitted over subscriber's regular telephone service and in the event subscriber's telephone service is out of order, disconnected, placed on vacation, or otherwise interrupted, signals from subscriber's alarm system will not be received in IMF's central station during any such interruption in telephone service and the interruption will not be known to company or IMF. Subscriber further acknowledges and agrees that the applicable telephone company or utility transmits signals over telephone company lines, which are wholly beyond the control and jurisdiction of company or IMF, and are maintained and serviced. Company, at its option, may utilize a radio frequency system for transmitting alarm signals from subscriber's premises to IMF's central station. Subscriber acknowledges that the use of radio frequencies are controlled by the Federal Communications Commission and changes in rules, regulations, and policies may necessitate the discontinuing use of such transmission facilities by company at company's sole option. Subscriber further acknowledges that radio frequency transmissions may be impaired or interrupted by atmospheric conditions, including electric storms, power failures, or other conditions and events beyond the control of company and IMF.
3. Payment and terms: the sum of Change Order Dollars for the installation of communicator and/or initial connections, payable upon completion. Subscriber agrees to pay company, its agents, or assigns for monitoring the sum of \$42.00 Dollars per month, per account, payable QUARTERLY in advance. This rate is based on maximum number of 200 signals per month. All signals in excess of 200 shall be invoiced at a rate of \$0.25 per signal, invoiced on a monthly basis. The first quarterly payment shall be paid upon execution of this agreement. This agreement shall be for an initial term of one (1) year and shall be automatically renewed for like periods at the same monitoring rate, unless either party notifies the other in writing of its intention to terminate this agreement, under the cancellation guidelines. Written notice thirty (30) days prior to cancellation of monitoring. Company may increase the monthly monitoring rate for any renewal period by giving subscriber thirty (30) days written notice.
4. By initialing this agreement here, I hereby acknowledge that we prefer a three (3) year agreement with no annual increases during the initial term of the contract. _____

F.A.S.T.

Subscriber: I acknowledge receipt of this page and agree and accept the conditions stated therein for the duration of this contract.

By: Eric Kemmerling _____

By: Tracy Lesse Tracy Lesse
Signature Print Name

Project Manager _____
Title Date

Regional Director, Agent for Owner 11/10/2021
Title Date

Please provide current contact information for your alarm monitoring account. If there are any changes it will be your responsibility to contact our office with the change.

Thank you.

Monitoring Account Information

Contact Information Provide minimum of 2 people to
Contacted in an emergency situation

Name

Phone

1) _____

2) _____

3) _____

4) _____

5) _____

Subscriber Information

Corporate, Business, Partnership or Resident Name

DBA

City State Zip

Cross Street County of

Telephone Number

Monitoring Account No. (office use only)

LIMITATIONS ON MONITORING SERVICES:

- **Failure of Telephones or Telephone Equipment:** FAST shall not be obligated to perform any monitoring service whenever any telephone line, VoIP (*Voice over Internet Protocol*), or telephone equipment shall not be in working order.
- **Power Interruptions:** FAST shall not be obligated to perform any monitoring service whenever a power interruption of four (4) hours or longer occurs.
- **Runaway Dialers or Excessive Signals:** These type signals are typically the result of malfunctioning equipment on the subscriber's end. Failure to address a runaway or excessive signal situation immediately may prevent an actual emergency transmission from being properly acted upon in a timely fashion. Therefore, the following actions/responsibilities will apply to these situations:
 1. In the event that the Central Station declares a dialer to be in "runaway," the IMF will attempt to notify the subscriber of the condition through the subscriber's notification list. The subscriber once notified must either address the problem causing the runaway situation themselves, or else must contact FAST Alarm Division's Service Department for assistance in addressing the problem. This action must be taken within two (2) hours following notification of a runaway dialer condition.
 2. If the subscriber cannot be notified or if the subscriber fails to take the necessary action to resolve the run-away condition as specified in the proceeding subparagraph, FAST Alarm Division will, at its sole discretion, take one or more of the following actions:
 - a. 1) Dispatch a technician to the subscriber's premises, in which event the subscriber will pay to FAST a minimum service charge of (3) hours at emergency billable rates.
 - b. 2) Suspend monitoring service to a subscriber which generates what FAST deems, in its sole discretion, to be an excessive number of false alarm signals.
 3. In the event of "Excessive Signals" from a subscriber which may or may not include one or more "run-away" dialer events, FAST will notify the subscriber via registered mail, return receipt requested, of the excessive signal condition. Upon receipt of such notification, subscriber will contact FAST Alarm Division Service Department within five (5) business days to schedule an inspection of the alarm system to include corrective action where required to insure the condition or conditions that resulted in the excessive signals is repaired.
 4. Should the subscriber not resolve the excessive signal problem to the satisfaction of FAST Alarm Division, one or more of the remedies outlined in subparagraph 2, above may be taken at the sole discretion of FAST.
- **Waiver of Warranties:** FAST hereby disclaims all warranties, express or implied, including those of merchantability or fitness for a particular purpose, as well as any warranty that its service will avert, deter, or prevent any loss which protective systems might alleviate or mitigate.

- **Limitations of Liability:** Subscriber understands and agrees that FAST is not an insurer. Subscriber realizes that despite the frequency of any inspection or test, there is always the possibility that a problem or defect may develop subsequently which would render the alarm system inoperable. FAST shall not be responsible for any loss or damage caused by the failure of subscriber's alarm system to operate properly where such failure was caused by:
 - a. a problem or defect which developed or manifested itself subsequent to an inspection or test by SPACE COAST FIRE AND SAFETY, or a problem or defect which could not be discovered by a reasonable inspection or test, or
 - b. the failure of, or defect in, any equipment or property not covered by this agreement, or
 - c. the failure of subscriber to properly arm/disarm and/or operate the system
 - d. a problem or defect which FAST was unable to fix because of the unavailability of any part, nor shall FAST incur any liability for any delay in response, or the non-response, of police, fire, other authorities, or persons notified by FAST.
 - e. FAST shall not be responsible for any loss sustained through fire, burglary, theft, robbery, vandalism, Acts of God, or other cause, by virtue of this agreement or by virtue of the relationship established by this agreement.
 - f. FAST SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. FAST sole obligation is to provide those services previously specified. In light of the difficulty of ascertaining damages and the non-feasibility of otherwise obtaining an adequate remedy, if there shall at any time be or arise any liability of FAST by virtue of this agreement, such liability is and shall be limited and fixed as liquidated damages to a sum not to exceed the cost of this agreement.
- **Subscriber's duties as to use of Alarm System:** Subscriber shall carefully and properly test and set the Alarm System immediately prior to the securing of the Premises and carefully test the Alarm System periodically during the term of this Agreement. Subscriber shall immediately report to FAST any claimed inadequacy in or failure of the Alarm System or Monitoring Service. Subscriber agrees to furnish FAST or IMF with all changes, revisions, and modifications to Subscriber's information in writing. When any device or protection is used, including but not limited to space protection, which is affected by turbulence or air, occupied airspace change, or other disturbing conditions, Subscriber shall turn off or remove all things, animate or inanimate, including but not limited to all forced air heaters, air conditioners, horns, bells, animals, and any other sources of air turbulence or movement, which may interfere with the effectiveness of the Alarm System during closed periods while the Alarm System is on. Subscriber shall have sole responsibility for silencing any audible device. In the event FAST is called upon by Subscriber, governmental authority, or others to silence an audible device, Subscriber agrees to pay for each such service call at FAST then prevailing rate with a two (2) hour minimum charge. Subscriber shall obtain, pay for, keep in full force and effect, all necessary licenses and permits for the installation and use of the Alarm System during the original and any renewal term of this Agreement.
- **Indemnification:** Subscriber shall defend, indemnify and hold harmless FAST, FAST's IMF, subcontractors and each of their employees, agents, officers, directors, owners, principals and their successors and assigns from and against any and all actual and threatened claims, causes of action, lawsuits, demands, administrative actions, fines, penalties and violations of state, federal, local or municipal laws or ordinances brought or charged against any of them arising out of or relating to: (a) any act of Subscriber; (b) this Agreement or any parties or any IMF or subcontractor performance hereunder; (c) any state or federal fines, penalties, fees costs or expenses; or (d) FAST's or IMF's or a subcontractor's performance or failure to perform and including defects in products, design, installation, maintenance, operation or non-operation of the Alarm System, the Communicator or the Monitoring Services, whether any of the foregoing (a) through (d) are based upon negligence, active or passive conduct, warranty, strict liability or product liability on the part of FAST, IMF, a subcontractor or any of their employees or agents; however, this provision shall not apply to claims solely and directly caused by an employee of FAST or IMF while on Subscriber's Premises or if solely caused by FAST's or IMF's breach of the Limited Warranties if it is not cured by FAST.
- **Early Termination:** In the event that FAST's services are terminated by the customer prior to the end of the contract term, FAST will be entitled to a pro-rated portion of the fee specified based upon the amount of time that services have been performed. This fee shall be equal to, but not less than 50% of the cost of the agreement.
- **Renewal:** Agreement is for the term previously specified. Unless either party notifies the other in writing at least thirty (30) days prior to the date of expiration, this agreement will automatically be renewed for a term of one year at FAST's then prevailing rate for the service described in this agreement. If customer selected the three (3) year optional contract, then no increase in yearly contract fee shall apply.
- **Cancellation:** FAST may cancel this agreement at any time, upon ten (10) days' written notice to customer. FAST may cancel this agreement without any written notice in the event that FAST's facility, connection wires, or equipment are destroyed or substantially damaged by fire or other cause, such that it is impractical to continue service, or in the event that for reasons beyond FAST's control, proper signal wires or facilities are not available. In the event that FAST's services are terminated pursuant to this Section, FAST will be entitled to a pro-rata portion of the fee specified based upon the amount of time that services have been performed.