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- 5. MONITORING SERVICE: The system will be monitored by a central monitoring station owned by Security Associates International, Inc., or its subsidiaries (the "Center"). We will pay all monitoring fees charged by the Center. If requested to do so, you will complete and return to us or the Center, the Center's standard Subscriber Information Form. When a burglary, fire or holdup signal from the system is received in the Center it will try to telephone the proper police or fire department and the first person designated on the Subscriber Information Form you give us. When a personal emergency or supervisory signal is received in the Center it will try to notify the persons designated on your information form. To avoid false alarms, the Center may call your premises first to determine if an actual emergency exists before calling any authorities or persons on your information form. If the Center has reason to believe that no actual emergency exists, it may choose not to place such calls. We may discontinue any particular form of response if required to do so by any governmental authority or insurance interests. You consent to the tape recording of all telephonic communications between our office or the Center and your premises.
- 6. REPAIR SERVICE: After the expiration of any applicable warranty for a system we sold to you, or for a new subscriber takeover we will provide time and material repair service. You will pay our standard parts and labor charges for all repair calls. There will be a one hour minimum visit charge for each repair call. Service is normally provided Monday through Friday between the hours of 9:00am and 5:00pm except holidays we observe. There is a premium labor charge for service performed at other times.
- 7. TRANSMISSION LINES; You will pay for all telephone charges including any installation fee for a special jack to connect the system to your telephone service. The system includes a communicator that sends signals to the Center over your regular telephone service, and we recommend the use of an RJ31X telephone jack or equivalent jack to give the system priority over other telephones on your premises; however, you will not be able to use your telephone service to make other calls (such as calls to the 911 emergency operator) when the system is activated, and therefore you may wish to have the system connected to a separate telephone service. If your telephone is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and we will not know of the telephone service problem. Transmission is provided over telephone facilities that are controlled and maintained by the telephone company and are beyond our control.
- 8. FALSE ALARMS: You agree that you and others 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 we receive too many false alarms, that will constitute a breach of contract by you, and we may cancel monitoring and service, disconnect the system from the Center and seek to recover damages. You will pay any false alarm fine, penalty or fee that is charged against you, and if a false alarm fine, penalty or fee is charged to us by any governmental agency, you will pay us for the charge. Additionally, you will pay all taxes and assessments imposed by state, local or county agencies.
- 9. SUBSCRIBER'S DUTIES: You will instruct all other persons who may use the system on its proper use. You will test the system's protective devices and send test signals to the Center in accordance with our instructions. If the system includes space information (ie: infrared, microwave, photobeams or other such detectors) you will turn off, control, relocate or remove all things such as air conditioning and heating systems, inventory, furniture and pets that might interfere with such devices when they are turned on. If a problem in the system occurs you will notify us. You will obtain and keep in effect, at your sole expense, all permits or licenses that may be required for the monitoring and operation of the system. You will complete and give us a Subscriber Information Form which will include the name, telephone number and relationship of each person we may call in the event we believe there is an emergency at your premises, and other information we may require. You will notify us in writing of any changes in the information set forth on the form. You agree that we may disclose the information on the form to any governmental agency having jurisdiction over the use and operation of the system.
- 10. SUSPENSION OR CANCELLATION OF THIS AGREEMENT: You understand that Dealer may stop or suspend monitoring and repair service if: (a) strikes, severe weather, earthquakes or other such events beyond our control affect the operation of our facilities, including the Center, or so severely damage your premises that continuing service would be impractical; (b) there is an interruption or unavailability of the telephone service between the system and the Center; (c) you do not pay the service charge or any fees or charges due to us, after we have given you ten days notice that we are canceling service because of non-payment, we may charge a reconnection fee if service is suspended for non-payment; (d) we are unable to provide service because of some action or ruling by any governmental authority; or (e) you become a debtor in a bankruptcy proceeding.
- 11. TERMINATION. REMOVAL OF CERTAIN EQUIPMENT: At the expiration of this Agreement or in the event of your default, you authorize us to cancel monitoring by remotely disconnecting the system from the monitoring facilities at the Center, and enter upon your premises to remove all of our signs, decals, communications prom chip and communications software. Such disconnection and removal of equipment shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof, and for recovery of the amounts due for any unexpired term of this Agreement. If you do not permit us to disconnect the communicator, it is possible that the communicator may interfere with your telephone service even though signals are not being processed at the Center.
- 12. <u>ASSIGNEES AND SUBCONTRACTORS</u>: We may transfer or assign this agreement to any other alarm company or central station. You may not transfer this agreement to someone else (including someone who purchases or rents your premises) unless we approve the transfer in writing. We may use subcontractors (including the Center) to provide monitoring, repair or other services. This Agreement, and particularly sections 13 and 14, shall apply to and protect our assignees and subcontractors in the same manner as it applies to and protects us.
- 13. DEALER AND CENTER ARE NOT INSURERS: LIMITATION OF LIABILITY: You understand that: (a) we and the Center are not insurers of your property or the personal safety of persons in your premises; (b) you will provide any insurance on your premises and its contents; (c) the amount you pay to us is based on the value of the system and service provided and not on the value of your premises or its contents; (d) alarm systems and the monitoring and repair service may not always operate properly for various reasons; (e) it is difficult to determine in advance the value of the 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 an alarm signal; and (g) it is difficult to determine what portion, if any, of any property loss, personal injury or death would be proximately caused by our or the Center's failure to perform, our or the Center's active, passive or gross negligence, or a failure of the system.

## THEREFORE YOU AGREE:

Even if a count decides that a failure of the system, or our or the Center's negligence, or a failure of any repair work, monitoring or other service caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in your premises, you agree that our and the Center's total combined liability shall be limited to the lesser of \$250.00 or six times the monthly monitoring fee, and this shall be your only remedy regardless of what legal authority is used to determine that Dealer and or the Center were liable for the injury or loss.

YOU MAY OBTAIN A HIGHER LIMITATION OF LIABILITY. If you wish, you may obtain from us a higher limitation of liability by paying an additional periodic charge based on a graduated scale of rates. If you elect this option, we 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 we are an insurer.

- 14. THIRD PARTY INDEMNIFICATION AND SUBROGATION: If anyone other than you, asks Dealer or the Center to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) a failure of the alarm system or services, (ii) the Center's or our negligence, (iii) any other improper or careless activity of the Center or Dealer in providing the alarm system or services or (iv) a claim for indemnification or contribution, you will pay to the Center or Dealer (a) any amount which a court orders the Center or us to pay or which we or the Center reasonably agree to pay, and (b) the amount of the Center's and our reasonable attorney's fees and any other losses and costs that the Center or we may pay in connection with the harm or damages. Your obligation to pay Dealer or the Center for such harm or damages shall not apply if the harm or damages happens while one of our employees or subcontractors is in or about your premises, and such harm or damages is directly and solely caused by that employee or subcontractor. Unless prohibited by your property insurance policy, you agree to release Dealer and the Center from any claims of any parties suing through your authority or in your name, such as your insurance company, and you agree to defend the Center and us against any such claim. You will notify your insurance company of this release.
- 15. LIMITATION ON LAWSUITS: WAIVER OF JURY TRIAL: Both Dealer and Subscriber agree that no law suit 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.
- 16. ENTIRE AGREEMENT: The entire and only agreement between you and Dealer is written in this Agreement. It replaces any earlier oral or written understandings or agreements. It may only be changed by a written agreement signed by you and us. If you have given or ever give us 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 in court, the balance of the agreement shall remain in force.

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3. OUR LIMITED LIABILITY: WE DO NOT REPRESEN TO BURGLARY, HOLD-UP, FIRE, PERSONAL EMERGENCY OR OTION FOR WHICH IT IS INTENDED. YOU ACKNOWLEDGE AND EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, NO OR IMPLIED, AND (B) YOU ASSUME ALL RISK OF LOSS OR DAM REPRESENTATION OR WARRANTY AS TO THE PROMPTNESS RESPONSE TIME OR CAPABILITY OF ANY AGENCY OR PERSON THER UNDERSTAND THAT WE OR THE CENTER MAY BE NEGLITHE RECEIPT OF AN ALARM SIGNAL FROM THE SYSTEM, OR WE OR THE CENTER WERE TO HAVE ANY LIABILITY GREATEMENT, WE COULD NOT AND WOULD NOT PROVIDE THE SERVIDISABILITY INSURANCE FOR THE PROTECTION OF YOURSEL ARE ALTERNATIVES AVAILABLE TO YOU SUCH AS 911 EMERGIVAL UNDERSTANDING OF ITS LIMITATIONS AND THE LIMITHAYE READ AND UNDERSTOOD ALL OF THIS AGREEMENT, PABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO YOU OR TO DISCUSS PARAGRAPH 13 WITH OUR REPRESENTATIVE AN ITED LIABILITY BY PAYING AN ADDITIONAL PERIODIC CHAR	THERWISE, OR THAT THE SERVICE OF AGREE THAT: (A) WE HAVE MAD OR HAVE YOU RELIED ON ANY REAGE TO YOUR PREMISES OR TO THE OF THE CENTER'S RESPONSE, A WHO MAY BE NOTIFIED AS A RESIGENT IN PROVIDING THE SERVICE THAT THE SYSTEM MAY FAIL TO RETHAN THAT AGREED TO BY YOU CE. YOU ACKNOWLEDGE THAT YOU FAND OTHERS WHO MAY USE THE ENCY TELEPHONE SERVICE AND STITION OF THE CENTER'S AND OUR RITICULARLY PARAGRAPHS 13 ANI ANYONE ELSE. YOU ACKNOWLEDGE UNDERSTAND THAT YOU MAY OF THE THAT YOU MAY OF THAT YOU MAY OF THE THAT YOU THE THAT	EWILL IN ALL CASES PROVIDE THE PROT DE NO REPRESENTATIONS OR WARRANTIES EXPRIPED TO THE PROTON OF WARRANTIES EXPRIPED TO THE STATE OF THE SEARCH OF THE SYSTEM BEING USED. YOU FE, AND MAY FAIL TO PROPERLY RESPOND FUNCTION PROPERLY. YOU AGREE THAT I PURSUANT TO SECTION 13 OF THIS AGRIU SHOULD OBTAIN ANY LIFE, MEDICAL, E SYSTEM. YOU UNDERSTAND THAT THIS YOU HAVE SELECTED THIS SERVICE WITH A LIABILITY. YOU ACKNOWLEDGE THAT YOU IS THAT YOU HAVE HAD THE OPPORTUND OBTAIN A HIGHER LIMITATION OF OUR LEADERS OF THAT YOU HAVE HAD THE OPPORTUND OBTAIN A HIGHER LIMITATION OF OUR LEADERS OF THAT YOU HAVE HAD THE OPPORTUND OBTAIN A HIGHER LIMITATION OF OUR LEADERS OF THAT YOU HAVE HAD THE OPPORTUND OBTAIN A HIGHER LIMITATION OF OUR LEADERS OF THAT YOU HAVE HAD THE OPPORTUND OBTAIN A HIGHER LIMITATION OF OUR LEADERS OF THAT YOU HAVE HAD THE OPPORTUND OBTAIN A HIGHER LIMITATION OF OUR LEADERS OF THE PROPERTY OF TH	EC- IES, ESS NO THE UR- O TO T IF UEE- , OR ERE H A YOU LIA- IITY LIM-
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- 13. DEALER AND CENTER ARE NOT INSURERS: LIMITATION OF LIABILITY: You understand that: (a) we and the Center are not insurers of your property or the personal safety of persons in your premises; (b) you will provide any insurance on your premises and its contents; (c) the amount you pay to us is based on the value of the system and service provided and not on the value of your premises or its contents; (d) alarm systems and the monitoring and repair service may not always operate properly for various reasons; (e) it is difficult to determine in advance the value of the 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 an alarm signal; and (g) it is difficult to determine what portion, if any, of any property loss, personal injury or death would be proximately caused by our or the Center's failure to perform, our or the Center's active, passive or gross negligence, or a failure of the system.

## THEREFORE YOU AGREE:

Even if a court decides that a failure of the system, or our or the Center's negligence, or a failure of any repair work, monitoring or other service caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in your premises, you agree that our and the Center's total combined liability shall be limited to the lesser of \$250.00 or six times the monthly monitoring fee, and this shall be your only remedy regardless of what legal authority is used to determine that Dealer and or the Center were liable for the injury or loss.

YOU MAY OBTAIN A HIGHER LIMITATION OF LIABILITY. If you wish, you may obtain from us a higher limitation of liability by paying an additional periodic charge based on a graduated scale of rates. If you elect this option, we 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 we are an insurer.

- damages (including property damage, personal injury or death) connected with or resulting from (i) a failure of the alarm system or services, (ii) the Center's or our negligence, (iii) any other improper or careless activity of the Center or Dealer in providing the alarm system or services or (iv) a claim for indemnification or contribution, you will pay to the Center or Dealer (a) any amount which a court orders the Center or us to pay or which we or the Center reasonably agree to pay, and (b) the amount of the Center's and our reasonable attorney's fees and any other losses and costs that the Center or we may pay in connection with the harm or damages. Your obligation to pay Dealer or the Center for such harm or damages shall not apply if the harm or damages happens while one of our employees or subcontractors is in or about your premises, and such harm or damages is directly and solely caused by that employee or subcontractor. Unless prohibited by your property insurance policy, you agree to release Dealer and the Center from any claims of any parties suing through your authority or in your name, such as your insurance company, and you agree to defend the Center and us against any such claim. You will notify your insurance company of this release.
- 15. <u>LIMITATION ON LAWSUITS: WAIVER OF JURY TRIAL</u>: Both Dealer and Subscriber agree that no law suit 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.
- 16. ENTIRE AGREEMENT: The entire and only agreement between you and Dealer is written in this Agreement. It replaces any earlier oral or written understandings or agreements. It may only be changed by a written agreement signed by you and us. If you have given or ever give us 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 in court, the balance of the agreement shall remain in force.



## **AUTHORIZATION FOR** AGREEMENTS, MOUS, OR OTHER DOCUMENTS OBLIGATING THE CITY

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and

signatures are obtained.

Document: Alarm System Monitoring Agreement - ACE Alarms Date: 10/2/20								
Statement of Purpose: Agreement f	or mon	itoring	48th and	68 <sup>th</sup> Pi	ump Stations.			
Department Head Signature:	1	, }	Bi					
Remarks, if any:\$35/month mon	itoring a	agreen	nent for e	ach bu	uilding			
City Attorney Review and Signature: Date:								
Other Signatures as Requested by t	the City	Attorn	ney:					
					Name/Position Date:			
Signature								
Budget Confirmed: Yes	No		N/A					
Certificate of Insurance Attached:	Yes	0	No	D	N/A 🗆			
City Council Approval Needed:	Yes		No		Date:			
After all the above requested information is complete and signatures obtained, return this form along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as edidenced by signature of this document.								
City Manager Signature: Date: 10 - 02 - 20								
Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.								
City Recorder Signature:	Date: 10/2/2020							
Pata posted an wabaita: $(0/2/26)$								