

# Alarm Control Systems

Alarm System Monitoring  
& Service Agreement

2166 South 900 East  
Salt Lake City, Utah 84106  
(801) 486-8731  
(801) 484-2737

Utah License #: 6399890-6501

Name: City of Cedar Hills  
Address: 10246 N. Canyon Rd.  
City: Cedar Hills State: UT Zip: 84062  
Home: ( ) Work: (801) 785-9668 Cell: ( ) Other: ( )

Length of Monitoring Contract: Month to Month

Monthly Monitoring Fee: \$25.00

- Fire Monitoring
- Security Monitoring
- Cellular Monitoring
- Other: \_\_\_\_\_

By signing this agreement, customer hereby agrees to all terms and conditions on the front and reverse side of this agreement.

[Signature]  
Customer's Signature (Required)

1/9/14  
Date

[Signature]  
Salesman's Signature (Required)

1-8-14  
Date

**1. Acceptance.** By signing this agreement, customer hereby agrees to all terms and conditions on the front and reverse side of this agreement. Pursuant to this agreement, no cancellation, change in duration, or change to monthly monitoring amount may be made without the written consent of Alarm Control Systems (hereinafter referred to as "ACS").

**2. Monitoring Fee.** The monitoring fee shall be ACS's standard fee in effect at the time this agreement was signed. Some police and fire departments impose a charge for each notification of an alarm condition or other event received from an alarm system. Customer agrees to pay for each such charge. A LATE FEE OF \$5.00 per system per month will be charged on all accounts 30 days past due. In the event it becomes necessary to place this account for collection, customer agrees to pay all expenses, charges and costs including all collection and reasonable attorneys' fees.

**3. Ownership of the System.** If all or part of this system is discounted in price and/or financed over more than a period of one year through a Monitoring & Service Agreement, the equipment remains the property of ACS until the Monitoring & Service Agreement has been completed.

**4. Warranty of System Performance.** ACS warrants that the system and the individual components used in the system are safe for their intended use as security and monitoring devices. If any component in this system proves to be defective in material or workmanship, or if any repairs to the system are required, ACS will repair and / or replace the component(s) and restore the system to operation without cost to the Customer for the period of one (1) year from the date of installation. ACS reserves the right to replace or repair defective components and to substitute parts and materials of equal quality at the time of repair. Upon discovery of a defect in or malfunction of the system, the Customer agrees to immediately contact the ACS service department so that repairs and service may be provided.

ACS will provide repair service pursuant to this warranty during its normal working hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays. Services rendered at the request of the Customer other than during the normal business days or hours of ACS are not within the scope of this warranty and any services requested to be performed on such days or at such times shall be charged to the Customer at ACS's then applicable rates for labor and materials. This warranty does not apply to the conditions specified in Section 5, "Conditions Not Covered by Warranty." If the Customer calls ACS for service under this warranty and, upon inspection, it is found that one of the conditions listed in Section 5 caused the system to malfunction, ACS may charge the Customer for the service call whether or not work is actually performed on the system. To obtain service under this warranty, the Customer agrees to call the ACS service department at 1-801-486-8731. This warranty is available only to the original purchaser of the system. Equipment that is not sold and installed by ACS is not covered under this warranty.

**5. Conditions Not Covered by Warranty.** The following conditions are not covered by the limited warranty set out in Section 4 above: (i) damage to the System resulting from accidents, acts of God, unauthorized modifications, misuse, tampering or abuse; (ii) failure of the Customer to properly close or secure a door, window or other point protected by a security alarm device; (iii) failure of the Customer to follow the manufacturer's system operating instructions; (iv) malfunction of a telephone line; (v) low or dead batteries or malfunction of the system due to low or dead batteries; (vi) interruption to electrical power; (vii) malfunction of security screens or exterior mounted devices; or (viii) the expense of system maintenance or repair due to alteration of the Customer's premises; (ix) the expense of premises alteration or restoration due to the installation, modification, or removal of one or more components of the system; (x) the expense of modifying the system to comply with changes in the requirements of governmental agencies or insurance companies; or (xi) any condition beyond the control of ACS.

**6. Limitations on Warranty.** The limited warranty set out in Section 4 above is in lieu of all other express warranties and provides the exclusive remedy of the Customer under this Agreement for defects in the materials, workmanship, or installation of the system. ACS and the Customer agree that the consequential damages that may result from defects in the materials, workmanship, or installation of the system are incapable or very difficult of accurate estimation. Accordingly, the Customer and ACS agree that if ACS is found liable for property loss or damage or any other damages, including personal injury, as a result of such defects in any respect, the Customer's recovery of damages, including punitive damages, shall be in the aggregate the total cost to the Customer of the System purchase and installation, as specified in this Agreement or \$250.00, whichever is greater. No suit or action shall be brought against ACS more than one (1) year after the accrual of the cause of action therefore. No agent, employee or representative of ACS or any other person is authorized to modify this warranty in any respect.

**7. Termination of Agreement Upon Customer Default.** If the Customer breaches any material representation, covenant, agreement, requirements or obligation contained in this Agreement, including the obligation to pay when due any invoice for system equipment, installation, repair, or monitoring fee, ACS may terminate this Agreement upon written notice to the Customer and the Customer's failure to cure the default within ten (10) days of the receipt of the notice. The Customer agrees that, until the Customer has paid for the System equipment and installation in full, the system and all parts of the system shall remain the property of ACS, and ACS may, at its option, postpone or terminate the provision of system alarm monitoring services. Upon the Customer's default under this Agreement, ACS may recover all sums allowed under governing law including lost profits, unpaid equipment purchase, installation expenses, repair expenses, collection costs, and attorney fees.

**8. Monitoring Services.** Signal receiving and notification service shall be provided to Customer by ACS if the reverse side of the Agreement includes a charge for such monitoring. The term of contract for monitoring service is as noted on the reverse side of the agreement and is subject to payment of monitoring fees by Customer. If this Agreement provides for distinct police emergency signal or duress signal service and if such a signal registers at ACS's monitoring center, ACS shall endeavor to notify the appropriate police department and Customer or its designated representative. If a burglar alarm signal or fire alarm signal, if provided, registers at ACS's monitoring center, ACS at its sole direction may endeavor to contact Customer's premises by telephone to verify that the alarm is not false. If ACS is unable to contact Customer or otherwise verify the alarm is not false. If ACS is unable to contact Customer or otherwise verify the alarm, ACS shall use its best efforts to notify the appropriate police or fire department. If a supervisory signal or trouble signal, if provided, registers at ACS's monitoring center, ACS shall use its best efforts to notify Customer or its designated representative as soon as possible.

**A. Reception of Signal by ACS.** If connection to ACS for monitoring purposes is by telephone line, or any wireless frequency method, such as cellular or private radio, ACS cannot receive a signal when the transmission mode is or becomes inoperative for any reason including being cut, interfered with or otherwise damaged.

**B. System Function.** Customer understands that the system requires electrical power to operate. The system will not function if the power source is cut off and if backup batteries (if any) are low or dead. The customer should regularly inspect electrical connections and batteries.

**9. Public Safety Agency Charges and Fees.** The fees charged by ACS under this Agreement are applicable exclusively to the purchase and installation of the System and not for services provided by any other person, company, or governmental agency. The Customer further understands that the public safety agency or agencies that are to be notified upon activation of a System alarm may charge a single or a per-use fee for alarm notifications transmitted to the agency by the monitoring center on behalf of the Customer. Such agencies may also impose a fine or punitive fee for excessive or false notifications of emergency conditions at the Customer's premises. The Customer shall be solely responsible for payment of each such fee or penalty directly to the charging agency. The Customer further agrees to obtain and maintain as necessary any license, registration, or permit required by any governmental agency for the operation of the System. The Customer also understands that it may be the policy of some public safety agencies not to respond to a notification of a safety and security system installed on the Customer's premises unless all required licenses, permits, or registrations have been obtained. The Customer shall be solely responsible for paying any fee or defraying any expense arising from charges in the regulation of security alarm systems that occur after the date of installation of the System.

**10. Cancellation.** After completion of the initial term of the contract listed on the front hereof, monitoring services shall continue month to month until such time as the Customer provides to ACS 30 days written notice with valid security clearance. Customer will be liable for all charges up until such 30 days' notice has been completed whether or not the system was in service. ACS may terminate its monitoring service at any time upon notice to Customer. Termination of the monitoring service to Customer by ACS ends the limited warranty period. Customer understands that if the monitoring service contracted for under this Agreement is terminated, some or all of the equipment may not be compatible with other companies' monitoring equipment. Upon termination of this agreement, Customer understands that the system will be powered down, signage removed, and some components of the system may be removed.

**11. Limitation - ACS's Liability.** CUSTOMER UNDERSTANDS THAT ACS IS NOT AN INSURER, THAT INSURANCE, IF ANY, SHALL BE OBTAINED BY CUSTOMER AND THAT THE AMOUNTS PAYABLE TO ACS UNDER THIS AGREEMENT AND UNDER ANY SERVICE CONTRACT ARE BASED UPON THE VALUE OF THE SERVICES AND THE SCOPE OF LIABILITY AS SET FORTH IN THIS AGREEMENT AND ARE UNRELATED TO THE VALUE OF CUSTOMER'S PROPERTY, OR PROPERTY OF OTHERS LOCATED IN THE CUSTOMER'S PREMISES. CUSTOMER AGREES TO LOOK EXCLUSIVELY TO CUSTOMER'S INSURER TO RECOVER FOR INJURY OR DAMAGE IN THE EVENT OF ANY LOSS OR INJURY AND RELEASES AND WAIVES ALL RIGHT OF RECOVERY AGAINST ACS ARISING BY WAY OF SUBROGATION. ACS MAKES NO GUARANTEE OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FAIRNESS THAT THE SYSTEM OR SERVICES SUPPLIED, WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEM OR SERVICE IS DESIGNATED TO DETECT. IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM FAILURE ON THE PART OF ACS TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER. CUSTOMER DOES NOT DESIRE THE CONTRACT TO PROVIDE FOR FULL LIABILITY OF ACS TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER. CUSTOMER DOES NOT DESIRE THE CONTRACT TO PROVIDE FOR FULL

LIABILITY OF ACS AND AGREES THAT ACS SHALL BE EXEMPT FROM LIABILITY FOR LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO OCCURRENCES, OR CONSEQUENCES THEREFROM WHICH THE SERVICE OR SYSTEM IS DESIGNED TO DETECT OR AVERT, THAT IF ACS SHOULD BE FOUND LIABLE FOR LOSS, DAMAGE OR INJURY DUE TO A FAILURE OF SERVICE OR EQUIPMENT IN ANY RESPECT, ITS LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO 10% OF THE ANNUAL SERVICE CHARGE OR \$250, WHICHEVER IS GREATER, AS THE AGREED UPON DAMAGES (AND NOT AS A PENALTY), AS THE EXCLUSIVE REMEDY. THE PROVISIONS OF THIS SECTION SHALL APPLY IF LOSS, DAMAGE OR INJURY, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSON OR PROPERTY FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY THIS CONTRACT OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, STRICT LIABILITY, VIOLATION OF ANY APPLICABLE CONSUMER PROTECTION LAW OR ANY OTHER ALLEGED FAULT ON THE PART OF ACS, ITS AGENTS OR EMPLOYEES, NO SUIT OR ACTION SHALL BE BROUGHT AGAINST ACS 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 INURE TO THE BENEFIT OF AND APPLY TO ALL PARENTS (BOTH DIRECT AND INDIRECT), SUBSIDIARIES AND AFFILIATES OF ACS.

**12. Limitation-Third Party Claims.** In the event any person, not a party to this agreement, shall make any claim or file any lawsuit against ACS in any way relating to the equipment or services that are the subjects of this agreement, including for failure of its equipment or service in any respect, customer agrees to indemnify and hold ACS harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

**13. Limitation-Police, Etc.** If this agreement provides for direct connection to a municipal police or fire department or other organization, that department, or other organization may invoke the limitation provisions of this agreement against any claims by customer due to any failure of such department or organization.

**14. Limitation-Delays, False Alarms.** ACS assumes no liability for delays in response to alarms, or the consequences therefrom, however caused, or for the false alarms or interruptions in service, however caused, or the consequences therefrom, due to strikes, riots, vandalism, floods, fires, acts of God or any causes beyond the control of ACS. ACS shall not be required to supply monitoring service to customer while any such interruption of service shall continue.

**15. Assignment.** This Agreement is not assignable by Customer except upon written consent of ACS first being obtained. ACS shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

**16. Amendment.** No verbal agreement by ACS or its agents or employees nor any change or amendment of this Agreement shall be binding on ACS unless so agreed in writing and signed by ACS. This Agreement replaces any terms and conditions for any written offer from Customer.

**17. Interpretation.** In case any one or more of the provisions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalid, illegal enforceable provision shall be curtailed, limited, construed, or if necessary, eliminated to the extent necessary to remove such invalidity, illegality, or unenforceability with respect to the applicable law as it shall then be applied, and the other provisions of this Agreement shall not be affected thereby. The section and other headings of this Agreement are for the purpose of convenience only and shall not limit, enlarge or affect any of the covenants, terms, conditions, or provisions of this Agreement. This Agreement shall be interpreted and enforced by the laws of the State of Utah.

**18. Complete Agreement.** ACS and the Customer agree that this Agreement is their complete and exclusive statement relating to the subject matter hereof and that this Agreement supersedes and merges all prior proposals and understandings and all other agreements, whether oral or written, between them relating to the subject matter hereof. This Agreement may not be amended, modified, altered or supplemented except by a written instrument duly executed by the Parties. No verbal agreement by ACS or its agents or employees nor any change or amendment of this Agreement shall be binding on ACS unless so agreed in writing and signed by ACS.

**BUYERS RIGHT TO CANCEL.** If this agreement was solicited at your residence or place of employment and you do not want the goods or services, you may cancel this agreement by mailing a notice to the seller. The notice must say that you do not want the goods or services and must be mailed before midnight on the third business day after you sign this agreement. The notice must be mailed to Alarm Control Systems, 2166 South 900 East, Salt Lake City, UT 84106.

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