

**RETAIL INSTALLMENT CONTRACT**

**Security System & Services Agreement**

LICENSE# AC01277 BONDED & LICENSED LICENSE# 430530



This Agreement is entered into this 22 day of October, 2019 by First Alarm a California corporation, hereinafter referred to as "Company," and Monterey County Emergency Communications, hereinafter referred to as "Customer," at Monterey County Emergency Communications: 1322 Natividad Road, Salinas, CA 93906.

1) **Installation of System:** First Alarm will deliver and install the equipment described below, and provide the warranty and other services described herein.

<input type="checkbox"/> This agreement represents a <b>Leased System</b> . The installed equipment shall remain the property of First Alarm and must be returned to the company upon termination of this agreement.	<input checked="" type="checkbox"/> This agreement represents a <b>Purchased System</b> . The equipment becomes the property of the Customer upon payment of all fees described in paragraph 2. The equipment shall remain with the customer upon termination of this agreement.	<b>Customer Initial:</b> <div style="background-color: yellow; width: 100px; height: 20px;"></div>
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Approximate Installation Starting Date: 10/22/2019 Approximate Installation Completion Date: 11/21/2019

Starting the installation of wiring and/or delivery of equipment to your premises will constitute substantial commencement of the work to be performed. A failure by Company without legal excuse to substantially commence work within twenty (20) days from the approximate installation starting date is a violation of the Alarm Company Act. Upon completion of the installation, we will thoroughly instruct you in the proper use of the System. The city or county in which your residence is located may require that you obtain a permit for the installation, use and operation of an alarm system. Local authorities may not respond to alarm notifications until all permits or licenses for use of the alarm System have been obtained, and therefore Company may not be able to begin monitoring until you have obtained at your expense all necessary permits or licenses, and provide Company with the license or permit number.

Contract Status: New Addition Activation of Existing system Types of Service(s): Intrusion Fire Video Access Other

If a fire alarm system has been installed, we certify that all costs attributable to making the fire alarm system operable for the residence identified by this document, including sale and installation costs do not exceed five hundred dollars (\$500.00). If not checked, see section 21.

Equipment List		
QTY	Description	Location
1	Existing Access System	
1	***	
1	Existing XR500 Access Panel	IT Room
1	Existing LCD Display	IT Room
9	Existing Interface Module	
1	Existing Dual Sided Card / Badge Printer	
1	Existing Entre Lite Includes Badge Printing Software	
1	Existing Installation/Wire	
1	Effective date of agreement for services and billing: 7/1/2019	<div style="background-color: yellow; width: 100px; height: 15px;"></div> Initial
<b>PURCHASE PRICE:</b>		<b>\$0.00</b>

Primary Communication Type	Amount	Accepted
<input type="checkbox"/> Landline <input type="checkbox"/> Internet <input type="checkbox"/> Cellular <input type="checkbox"/> Radio <input type="checkbox"/> Local ONLY	\$0.00	
<b>Secondary Communication Type</b>		
<input type="checkbox"/> Landline <input type="checkbox"/> Internet <input type="checkbox"/> Cellular <input type="checkbox"/> Radio <input type="checkbox"/> None	\$0.00	
Mobile App Security <input type="checkbox"/> w/ Video	\$0.00	
Account Web Portal	\$0.00	
Communication Tests :	\$0.00	
On Site System Testing (Fire testing frequency per NFPA)	\$0.00	
Video Verified Alarm	\$0.00	
Video Guard Tour	\$0.00	
VPN Support	\$0.00	
Video Security Escort	\$0.00	
Video Trespass Interdict	\$0.00	
Delivery Notice <input type="checkbox"/> Delivery Escort <input type="checkbox"/>	\$0.00	
Open/Close: <input type="checkbox"/> Event Logs <input type="checkbox"/> Schedule <input type="checkbox"/> Must Call	\$0.00	
Email Reports (req Open/Close event Log)	\$0.00	
Remote Access Control	\$0.00	
Silver Shield (M-F 8a-5p) <input type="checkbox"/> Gold Shield (24/7) <input checked="" type="checkbox"/>	\$129.92	X
Key Retention	\$0.00	
Software License	\$0.00	
Software Maintenance	\$0.00	
Patrol Response Retainer	\$0.00	
Emergency Phone Monitoring	\$0.00	
UL Certificate for the Agreement Term	\$0.00	
Line Security	\$0.00	
<b>I ACCEPT THE ABOVE SELECTED SERVICES</b> <div style="float: right;">                     Initial: <div style="background-color: yellow; width: 50px; height: 15px;"></div> </div>		

**Financial Disclosures**

Agreement Length 60 Months(s) at \$129.92 per Month billed Quarterly

This Agreement will have an original term as noted above and automatically renew and continue for successive one (1.00) month terms unless canceled in writing at least thirty (30) days before the end of the original term or any renewal term.

THERE IS NO FINANCE CHARGE OR COST OF CREDIT (0% APR) ASSOCIATED WITH THIS AGREEMENT. See sections 11 and 12 for additional information regarding nonpayment, default, late fees and our collection and termination remedies.

2) **Sales Price, Payment and Term:**  
 Customer hereby agrees to pay Company, its agents or assigns, the sum of zero and xx / 100 Dollars (\$0.00) upon execution of this Agreement and zero and xx / 100 Dollars (\$0.00) upon completion of the installation. For projects with an installation duration exceeding 30 days from start to finish, Customer agrees to pay monthly progress billing on a percent completion basis. We may elect not to start to monitor the System, activate other systems, or provide other services until the total Install Amount is paid in full. For monitoring (if applicable), repair service, other services and use of a System you will pay us the Total Monthly Recurring Amount, quarterly in advance, unless otherwise specified, starting on the first day of the month following the month in which service begins, unless specified otherwise. In addition, you will pay the prorated Services Fee for the month in which service starts, and any applicable sales or use taxes. You authorize us to investigate your credit record, and to report your payment performance under this Agreement to credit agencies and credit reporting services.



**3) Limited Warranty:**

**A. TERM OF WARRANTY:** THE WARRANTY SHALL BEGIN WHEN THE INSTALLATION IS COMPLETE OR THE CUSTOMER BEGINS USING THE SYSTEM, WHICH EVER OCCURS FIRST. THE WARRANTY SHALL REMAIN IN EFFECT FOR A PERIOD OF ONE (1) YEAR. HOWEVER, IF THE SYSTEM IS LEASED (see paragraph 1), THE WARRANTY SHALL BE EXTENDED AS LONG AS THIS AGREEMENT REMAINS IN EFFECT

**B. WHAT IS INCLUDED:** WE WILL REPAIR OR REPLACE ANY DEFECTIVE PART OF THE SYSTEM WITHOUT CHARGE TO YOU. WE MAY USE NEW OR USED PARTS OF THE SAME QUALITY, AND KEEP ALL REPLACED PARTS

**C. WHAT IS NOT INCLUDED:** REPAIR OF THE SYSTEM IS OUR ONLY DUTY. THIS WARRANTY DOES NOT INCLUDE DISPOSABLE ITEMS SUCH AS BATTERIES, VIDEO TAPE, AND CAMERA VIDEO STORAGE MEDIA AND DOES NOT INCLUDE WINDOW SCREENS. WE MAKE NO OTHER EXPRESS WARRANTY INCLUDING ANY WARRANTY OF MERCHANTABILITY OF THE SYSTEM OR ITS FITNESS FOR ANY SPECIAL PURPOSE. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT OR HELP PREVENT, ANY BURGLARY, FIRE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED OR COMPROMISED OR THAT IT WILL ALWAYS OPERATE. THIS WARRANTY DOES NOT COVER REPAIRS THAT ARE NEEDED BECAUSE OF AN ACCIDENT, ACTS OF GOD, YOUR FAILURE TO PROPERLY USE THE SYSTEM, OR IF SOMEONE OTHER THAN US ATTEMPTS TO REPAIR OR CHANGE THE SYSTEM, OR ANY OTHER REASON EXCEPT A DEFECT IN THE EQUIPMENT OR OUR INSTALLATION. **WE ARE NOT LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.** YOU AGREE THAT THIS IS OUR ONLY WARRANTY AND WE HAVE GIVEN YOU NO OTHER WARRANTY FOR THE SYSTEM. NOTE: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSION MAY NOT APPLY TO YOU. THE WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE

**HOW TO GET SERVICE:** CALL OR WRITE US AT THE ADDRESS AND TELEPHONE NUMBER AT THE TOP OF THIS AGREEMENT AND TELL US WHAT IS WRONG WITH THE SYSTEM. WE WILL PROVIDE SERVICE AS SOON AS POSSIBLE DURING OUR NORMAL BUSINESS HOURS WHICH ARE 9:00AM TO 5:00PM MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS WE OBSERVE. A RESPONSIBLE ADULT MUST BE AT THE PREMISES AT THE TIME WE VISIT. EMERGENCY REPAIR SERVICE IS AVAILABLE AT OTHER TIMES FOR A PREMIUM RATE WHICH INCLUDES A ONE HOUR MINIMUM VISIT CHARGE

4) Regardless of the system type, if the Company provides you with an ancillary FirstNET (radio) equipment, that equipment shall remain the property of First Alarm and must be returned to us upon termination of the Agreement. The installed equipment is herein referred to as the "System."

5) **Installation of System:** You will permit us to install the System during our normal business hours and you will give us uninterrupted access to your premises. You warrant that you have full authority from the owner and/or other person in control of the premises to permit the installation and operation of the System under all conditions set forth herein. You have approved the locations of where the control panel, audible devices, cameras, monitors, and all other devices will be installed. If the System includes an exterior audible bell, horn or siren, it is designed to shut off after sounding for not more than ten (10) minutes. You will provide 24-hour, 110-volt electrical service, including non-switched electrical outlets for the System's transformers and other electrical needs, and will make repairs to the premises (such as fixing loose doors or broken windows) that we deem reasonably necessary to facilitate the installation and operation of the System. You will provide adequate lighting for any CCTV System, and otherwise provide the proper environment for the System, as we may reasonably request. We are not responsible if the installation is delayed because of bad weather, labor disputes, acts of God or other reasons beyond our control. You have the affirmative duty to inform us, prior to the beginning of installation, of every location at the premises where we should not work, because of concealed obstructions or hazards such as pipes, wires or where other obstructions are present. Any resulting damaged walls, ceiling, floors or furnishings shall be your sole expense and responsibility. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case, shall we be liable for discovery or exposure of hidden asbestos or other hazardous material. After we complete the System, you and our representative will inspect it. If something is missing or not properly installed, you will tell us within ten (10) days, otherwise the System will have been accepted by you. If the installation is to be completed during premises construction or remodel, Customer understands that the above amounts have been agreed to be based upon the following: Company shall be scheduled to perform pre-wire work after doors and windows have been installed and prior to installation of any new insulation or drywall. If Customer's agent requires Company to complete pre-wire after insulation or drywall is started, Customer understands that additional labor costs will be charged.

6) **Alarm System Monitoring Service:** If you have subscribed to monitoring service, we will connect the System to our monitoring facility (the "Center"). To reduce false alarms, some police agencies require that we use enhanced call verification (also known as 2-call verification or ECV). When an intrusion alarm signal from the alarm system is received, we will first try to telephone your premises, and if there is no answer then we will try to telephone the first person on your emergency call list, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, we will attempt to notify the police department. We will also attempt to contact someone on your emergency call list to advise them that the police have been notified. When a fire alarm, holdup alarm or duress alarm signal is received, we will attempt to notify the police or fire department or other emergency personnel and the first available person on the emergency call list. When a non-emergency signal is received, we will attempt to contact the premises or the first available person on your emergency call list but will not notify emergency authorities. When a carbon monoxide alarm is received, the Center will first attempt to contact the premises. If there is no answer at the premises, the Center will attempt to notify the fire department and the first available person on your emergency call list. If someone in the premises responds to our call, the Center will not notify the fire department, and we recommend that everyone vacate the premises and you call your local gas company to investigate the cause of the CO gas alarm. If no one answers the door for emergency authorities, they may attempt to forcibly enter your premises which may result in damage to your door or other entrance. We recommend the installation of a Lock Box which gives the fire department access to your premises key to enter your premises. We reserve the right to verify all alarm signals by using the video or two-way voice features on the System, if installed, or otherwise before notifying emergency personnel. We may choose not to notify emergency personnel if we have reason to believe that an emergency condition does not exist. We and you are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over your System. We may discontinue or change any particular response service due to governmental or insurance requirements by giving you written notice. You consent to the recording of all telephonic communications between your premises, personnel, listed contacts and our monitoring center. If your police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, you agree to subscribe to such service if provided by us, or otherwise comply with such requirements. We may charge an additional fee for such service.

7) **Patrol Response:** If you have subscribed to alarm response service, and a response officer is dispatched in response to an emergency condition as a result of the Center receiving an alarm signal from your System, or as a result of us being requested to do so by you or others who have reason to believe that a crime or other emergency is occurring or is about to occur at your premises, and if the response officer observes criminal activity, fire or other threats to your premises, he/she will take appropriate prudent action, and if deemed necessary by us, the Center will notify the proper police or fire department or other emergency personnel, and the first available person on your call list. **YOU UNDERSTAND AND AGREE THAT OUR RESPONDING OFFICER(S) DO NOT HAVE SPECIAL ARREST OR LAW ENFORCEMENT POWERS AND MAY ONLY ACT AS ORDINARY CITIZENS.**

8) **Transmission Lines:** The System includes a communicator that sends signals to the Center over your regular telephone service, Internet service, dedicated cellular service or long range radio, and will not work on standard cellular telephone service. For a regular telephone service connection, you will pay for all telephone charges including any installation fee for a special jack to connect the System to your telephone service, and Company recommends the use of an RJ31X or equivalent telephone jack to give the System priority over the other telephones in your premises, however, when the System is activated, you will be unable to use your telephone to make other calls (such as call to 911 emergency operator), therefore, you may wish to have the System connected to a second telephone line. For certain types of fire alarm systems, two telephone lines may be required. If your telephone is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted to the Center and we will not know of the telephone service problem. For Internet service you will provide a standard modular connection block and you are required to maintain a high-speed/always-on Internet connection. If the transmission facilities are to be connected to your internal IP network, you are solely responsible for providing Company with the proper connection facilities and for testing the IP network after connection of the System's transmission equipment. You acknowledge that the use of Internet (Including VoIP), cellular, or radio transmission services may be controlled by local state agencies and the Federal Communication Commission and changes in rules, regulations and policies may necessitate our discontinuing such transmission facilities at our option, in which event we will substitute another service. Internet, cellular or radio transmissions may be impaired by atmospheric conditions, including electrical storms, power failures or other conditions and events beyond our control, and we make no representations or warranties as to how fast a signal will be received at the Center, because signal transmission speed may be adversely affected by causes beyond our control. You acknowledge and agree that all software, firmware, computer codes and transmission facilities are our sole and exclusive property and are not part of the System. You further acknowledge that signals are transmitted over communications facilities provided by independent carriers or providers, which are wholly beyond our control, and are maintained and serviced solely by the applicable carrier or provider. Signal transmission may rely on various communication facilities and methods including, without limitation, household electric power, wireless networks, and broadband Internet service, all of which are subject to interruptions or outages, and we recommend the installation of a backup communications systems that would allow System to communicate with Center during times of temporary loss, interruptions, or outages. You agree to reimburse us for any costs we may incur to reprogram the communicator because of area code changes or other dialing pattern changes. You further understand that transmission facilities currently available and used may not be available in the future (e.g. the discontinuance of common landline telephone service or of existing cellular service), and in such event you agree that in order to provide monitoring service, we may be required to replace or modify your existing transmission facilities. If the System excessively signals the Center and this issue persists following our 10-day notice to you to remedy same, we reserve the right to charge the sum of One Dollar (\$1.00) for each individual signal from the premises received the Center and you agree to pay such excessive signal charges concurrently with the Service Fees under this agreement. If telephone service is used, the use of DSL, VoIP or other broadband telephone service may prevent the System from transmitting alarm signals to the Center and /or interfere with the telephone line-seizure feature of the System. Such services should be installed on a telephone number that is not used for alarm signal transmission. You agree to notify us if you have installed or intend to install DSL, VoIP or other broadband service. **IMMEDIATELY AFTER THE INSTALLTION OF DSL OR OTHER BROADBAND SERVICE YOU MUST TEST THE SYSTEM'S SIGNAL TRANSMISSION WITH THE CENTER.** Additionally, you will conduct follow-up testing to ensure that your System properly communicates with the Center.

9) **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 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.

10) **Repair Service:** Unless an Enhanced Service Option has been chosen, at the end of the limited warranty described in Section 3, we will provide time and material service for all repairs at our then prevailing rates with a minimum one-hour visit charge. Payment for such service is due upon completion of the work. Customer agrees to allow reasonable access to the System.

11) **Customer's Duties:** You will instruct all other persons who may use the System on its proper testing and use. You will test the System's protective devices and send test signals to the Center in accordance with our instructions at least monthly. If the System includes space protection (e.g., microwave, infrared, photo beams or other such detectors) you will turn off, control, relocate or remove all things such as HVAC systems, pets, furniture and other such items that might interfere with such devices when they are turned on. If a problem in the System occurs, you will promptly notify us. You will complete and give us an emergency 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 emergency information form. You agree that we may disclose the information on the emergency information form to any governmental agency having jurisdiction over the use and operation of the System. You are solely responsible for providing and maintaining video/audio storage media as we do not provide processing or editing for such media. **CARBON MONOXIDE DETECTORS AND SMOKE ALARMS SHOULD BE PERIODICALLY REPLACED IN ACCORDANCE WITH APPLICABLE FIRE CODE STANDARDS OR THE MANUFACTURER'S RECOMMENDATION (TYPICALLY 6 TO 10 YEARS).** You are solely responsible for timely replacing each detector or alarm. Upon receipt of your notice that a detector or alarm needs replacement, we will replace the detector or alarm at our standard parts and labor charges.



**12) Suspension or Cancellation of this Agreement:** You understand that we may stop or suspend monitoring and other services if: (i) strikes, severe weather, earthquakes or other such events beyond our control affect the operation of our Center or so severely damage your premises that continuing service would be impractical; (ii) there is an interruption or unavailability of the telephone service between the System and our Center; (iii) you do not pay the service charge due to us, after we have given you ten days' notice that we are canceling service because of non-payment; (iv) we are unable to provide service because of some action or ruling by any governmental authority; and/or (v) you become a debtor in a bankruptcy proceeding. If service is canceled or this Agreement expires or is terminated for any reason, you authorize us to remotely disconnect the System from our monitoring equipment and remove the decals and yard signs for a system, from your premises. If service is suspended because you have failed to pay the charges set forth herein, and you ask us to reactivate the System, you will pay, in advance, our then prevailing re-connection fee. **YOU UNDERSTAND THAT THE SYSTEM MAY NOT WORK WITH EQUIPMENT USED BY OTHER ALARM COMPANIES OR MONITORING CENTERS.**

**13) Termination, Default, Removal of System:** If you fail to make any payment when due we may discontinue installation, monitoring and service, terminate this Agreement and recover all damages to which we are entitled including, without limitation, the value of the work performed and the amount due to us for the unexpired term of the Agreement, including loss of profits. In addition, we may impose a late charge on all payments more than thirty (30) days past due in the amount equal to ten percent (10%) of the payment amount due or maximum amount permitted by California law, whichever is less. Company shall not be liable for any conditions of the premises upon removal of the System.

**14) Assignees and Subcontractors:** We may transfer or assign this Agreement to any other security company, financial institution or other entity. Upon an assignment to another security company, Company will be relieved of any further obligations hereunder. 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 to provide installation, repair, monitoring, alarm response and other services. This Agreement, and particularly sections 15 and 16, shall apply to the work and services they provide, and shall apply to them and protect our assignees and subcontractors in the same manner as it applies to and protects us.

**15) Changes to the System:** If you or any governmental agency or insurance interest wants us to change the System described herein, or change it after it is installed, you agree to pay our standard parts and labor charges for such changes. **YOU AGREE THAT YOU HAVE CHOSEN THE SYSTEM AND YOU UNDERSTAND THAT ADDITIONAL OR DIFFERENT PROTECTION IS AVAILABLE FOR A HIGHER PRICE**

**16) Company is Not an Insurer; Liquidated Damages; Limitation of Liability:** You understand that (i) we are not an insurer of your property or the personal safety of persons in your premises; (ii) you should provide any insurance on your premises and its contents; (iii) the amount you pay to us is based only on the value of the System and services we provide and not on the value of your premises or its contents; (iv) systems and our monitoring, repair, and other services may not always operate properly for various reasons; (v) a CCTV system may not detect or prevent an unauthorized intrusion onto the premises or unauthorized activities (including criminal conduct) by persons on the premises; (vi) it is difficult to determine in advance the value of your property that might be lost, stolen or destroyed if the System or our service fails to operate properly; (g) it is difficult to determine how fast the police or fire department or others would respond to an alarm signal; and (vii) it is difficult to determine what portion, if any, of any property loss, personal injury or death would be proximately caused by our failure to perform, our negligence, or a failure of the System or any of our services.

**THEREFORE YOU AGREE** Even if a court decides that the Company's breach of this Agreement, a failure of the System, or our negligence, or a failure of the System installation, monitoring, repair service, or other services 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 liability shall be limited to the greater of \$1,500.00 or twelve (12) times the Total Monthly Recurring Amount, as liquidated damages and not as a penalty, and this shall be your only remedy regardless of what legal theory (including without limitation, negligence, breach of contract, breach of warranty or product liability) is used to determine that we were liable for the injury or loss.

**YOU MAY OBTAIN A LIMITATION OF LIABILITY.** If you wish, you may obtain from us a limitation of liability in lieu of the liquidated damages set forth above, for an additional periodic charge. 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 higher limitation of liability does not mean that we are an insurer.

**17) Third Party Indemnification and Waiver Subrogation.** If anyone, other than you, asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) Company's breach of this Agreement or a failure of the System or services, (ii) our negligence, (iii) any other improper or careless activity of ours in providing the System or services, or (iv) a claim for indemnification or contribution, you will pay us (a) any amount which a court orders us to pay or which we reasonably agree to pay, and (b) the amount of our reasonable attorneys' fees and any other losses or costs that we may pay in connection with the harm or damages. Your obligation to pay us 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 solely caused by that employee or subcontractor. Unless prohibited by your property insurance policy, you agree to release us from any claims of any parties suing through your authority or in your name, such as your insurance company, and you agree to defend us against any such claim. You will notify your insurance company of this release.

**18) Limitation on Lawsuits; Reference:** Both Company and Customer agree that no lawsuit or any other legal proceeding connected with this Agreement shall be brought or filed more than one (1) year after the incident giving rise to the claim occurred. Any controversy, dispute, or claim between the parties arising out of or relating to this Agreement (other than actions brought by Company in small claims court to collect amounts due under this Agreement), will be settled by a reference proceeding in Santa Cruz County, California in accordance with the provisions of Section 638, et seq. of the California Code of Civil Procedure, or their successor section, which shall constitute the exclusive remedy for the resolution of any controversy, dispute, or claim concerning this Agreement, including whether such controversy, dispute, or claim is subject to the reference proceeding. The referee shall be appointed to sit as a temporary Judge with all the powers of a temporary Judge authorized by law. In the event that the enabling Legislation, which provides for the appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, will be resolved and determined by binding arbitration. The arbitration will be conducted by a retired Judge of the Superior Court in accordance with Section 1280 to 1294.2 of the California Code of Civil Procedure, as amended from time to time.

**19) INCREASE IN SERVICE FEE:** You acknowledge that the services fee is based upon existing federal, state and local taxes and charges. We shall have the right, at any time, to increase the Total Monthly Service Fee to reflect any additional or increased taxes, licenses, permits, or fees which may be charged to us by any utility or governmental agency relating to the services we provide and you agree to pay the same. In addition, notwithstanding any other term or condition set forth herein, after the expiration of one (1) year from the date of completion of installation, we may at any time and from time to time, but not more than once in any twelve (12) month period, increase the Total Monthly Recurring Amount by a percentage not to exceed ten percent (10%) of the Total Monthly Service Fee in effect immediately prior to the effective date of the increase, by giving you thirty (30) days prior written notice of the amount of the increase and you agree to pay the same.

**20) ENTIRE AGREEMENT.** The entire and only agreement between you and Company 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. **IT MAY NOT BE CHANGED BY ANY ORAL STATEMENTS MADE BY OUR SALES AGENT.** 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. No provision of this Agreement shall be construed against any party on the ground that such party or its counsel drafted the provision. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of this Agreement shall remain in force. You agree that this Agreement is performed in the state of California and shall be governed by the laws of California.

**21) INFORMATION AND PRIVACY:** You understand and agree that in conjunction with employee training, quality control and the provision of services, we may monitor and/or electronically record video and audio related to monitored activity at your premises, as well as conversations with you, your family members, employees, emergency services providers, and law enforcement personnel. Furthermore, you understand that privacy cannot be guaranteed on telephone, cable and computer systems, and we shall not be liable to you for any claims, loss, damages or costs which may result from a lack of privacy experienced. You consent to our (i) using information about you and the premises (collectively, "information") to administer services, offer you new products or services, enforce the terms of this Agreement, prevent fraud and respond to regulatory and legal requirements, (ii) provide information to law enforcement personnel for the purpose of providing services hereunder or in response to a subpoena or other such legal process, and (iii) using and sharing aggregate Customer information and statistics that do not include information that identifies you personally. You can obtain our privacy policy by contacting us at (831) 476-1111. You agree that we may contact you by telephone, facsimile, e-mail or other Internet facilities, with respect to the System and services provided under this Agreement, and new offerings of systems or services we may make available in the future.

**22)  HOME IMPROVEMENT: FIRE ALARM EXCEEDS FIVE HUNDRED DOLLARS \$500.00:** Certain equipment (other than the intrusion alarm and other security systems) installed pursuant to the Base Agreement may be a "home improvement" as that term is defined under California law, and this applies to the sale and installation of any such equipment, including any smoke detectors or other fire/smoke warning system. All of the terms of the Base Agreement, including Company's limitation of liability set forth in Sections 15 and 16, remain unchanged and in full force and effect. **CONTRACT PRICE:** The contract price and down payment is set forth in paragraph 2 of the Base Agreement. **THE DOWN PAYMENT (DEPOSIT) SET FORTH IN SECTION 1 OF THE BASE AGREEMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE WHICH EVER IS LESS.** If progress payments are provided for in the Base Agreement, the schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. **IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT. THE COMPANY CARRIES COMMERCIAL LIABILITY INSURANCE WRITTEN BY PHILADELPHIA INDEPENDENT INSURANCE COMPANY. YOU MAY CALL THE INSURANCE COMPANY AT 916-609-8457 TO VERIFY THE COMPANY'S INSURANCE COVERAGE. THE COMPANY CARRIES WORKERS' COMPENSATION INSURANCE FOR ALL EMPLOYEES**

**23) OUR LICENSES: ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA 95814. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD, WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECT MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTOR'S STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.**

**24) DISCLAIMER OF LIABILITY.** WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT OR HELP PREVENT ANY INTRUSION, FIRE, SMOKE DAMAGE, WATER DAMAGE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED OR BYPASSED OR THAT IT WILL ALWAYS OPERATE. SECTIONS 14 AND 15 ON THE PREVIOUS PAGES OF THIS AGREEMENT LIMIT OUR LIABILITY TO THE GREATER OF \$1,500.00 OR TWELVE (12) TIMES THE TOTAL MONTHLY RECURRING AMOUNT IF YOU OR ANYONE ELSE SUFFERS ANY HARM (DAMAGE OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH) BECAUSE THE SYSTEM FAILED TO OPERATE PROPERLY OR WE WERE CARELESS OR ACTED IMPROPERLY. YOU HAVE HAD THE OPPORTUNITY TO TALK TO OUR SALES AGENT ABOUT THIS LIMITATION AND YOU KNOW THAT YOU MAY OBTAIN A HIGHER LIMITATION OF OUR LIABILITY BY PAYING AN ADDITIONAL PERIODIC FEE TO US. **24) Cancellation: Residential Customers Only: YOU, THE CUSTOMER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT**



**MECHANIC'S LIEN WARNING.** Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit. To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a "20-day Preliminary Notice." **This notice is not a lien.** The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid. **BE CAREFUL.** The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices. You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property. **PROTECT YOURSELF FROM LIENS.** You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive. **PAY WITH JOINT CHECKS.** One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier. For other ways to prevent liens, visit CSLB's Web site at [www.cslb.ca.gov](http://www.cslb.ca.gov) or call CSLB at 800-321-CSLB (2752). **REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME.** This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

**NOTE ABOUT EXTRA WORK AND CHANGE ORDERS.** Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. Change orders required by the building department at the jobsite shall be considered incorporated into the contract without being signed by both parties. If you want us to change the System described herein or change it after it is installed, you agree to pay our standard parts and labor charges for such changes. Customer may not require Company to perform extra or change-order work without providing written authorization prior to the commencement of any work covered by the new change order. Extra work or a change order is not enforceable against Customer unless the change order also sets forth: (i) the scope of work encompassed by the order; (ii) the amount to be added to or subtracted from the contract, (iii) the effect the order will make in the progress payments or the completion date. Company failure to comply with this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

**Information about the Contractors' State License Board (CSLB).** CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees. For more information: Visit CSLB's Web site at [www.cslb.ca.gov](http://www.cslb.ca.gov). **You are entitled to a completely filled in copy of this Agreement, signed by both you and Company, before any work may be started. You have the right to require Company to have a payment and performance bond.**

**BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, THE NOTICE TO OWNER FORM REGARDING MECHANIC'S LIEN, AND TWO COPIES OF THE NOTICE OF CANCELLATION WHICH HAS BEEN ORALLY EXPLAINED TO YOU. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER MAY NOT RECEIVE A COPY OF THIS AGREEMENT SIGNED BY COMPANY'S MANAGER, AND SUCH LACK OF RECEIPT SHALL NOT IN ANY WAY, INVALIDATE OR OTHERWISE AFFECT THIS AGREEMENT.**

First Alarm Alarm Employee Registration No.  (000)-052-9728 Anthony Sanchez	CUSTOMER NAME  Monterey County Emergency Communications
By (Alarm Employee Signature): 	By Signer (Signature):
By (Authorized Officer Signature):	Date Signed:

This agreement shall not be binding upon company unless either approved in writing by a manager, or we start the installation or service. You acknowledge and agree that you may not receive a copy of this agreement approved by our manager, and such lack of receipt shall not, in any way, invalidate or otherwise affect this agreement. In the event of non-approval, the liability of company shall be to refund to the customer the amount that has been paid to company by the customer upon the signing of the agreement.

1111 Estates Dr.  
Aptos, CA 95003  
(831) 476-1111

1 Lower Ragsdale Dr., #3700  
Monterey, CA 93940  
(831) 649-1111

2365 Paragon Dr., Suite E  
San Jose, CA 95131  
(408) 866-1111

6153 State Farm Dr.  
Rohnert Park, CA 94928  
(707) 542-1111

3701 Collins Ave., Suite 3S  
Richmond, CA 94806  
(510) 338-1111

FOR OFFICE USE ONLY			BILLING ADDRESS: (If billing address is different than Site)			
Job # 14099-1-0	CS#	Customer #	Name Monterey County Emergency Communications			
COMMENTS/CLARIFICATIONS			Street Address: 1322 Natividad Road			
			City: Salinas	State: CA	Zip: 93906	County:
			Contact Person:		Email:	
			Telephone Number:			
			Site Telephone Number (required): (831)-769-8882		Fax Number:	