

Monitoring Agreement

Central Station:

Customer Name	
Address Line 1	
Address Line 2	
City, State, Zip	
Billing Contact Name	
Billing Contact Phone	
Billing Contact Email	
Include Customer specific billing notes here: (ie. Tax Exempt, PO Required, Email Invoices, etc.)	

Site Name	
Address Line 1	
Address Line 2	
City, State, Zip	
Scheduling Contact Name	
Scheduling Contact Phone	
Scheduling Contact Email	
Include Site specific notes here: (ie. Location of equipment, additional site contacts, on-site procedures, etc.)	

Sales Person:

Purchase Order:

Estimated Start Date:

List site contacts in order of priority

General Site Password:
(Preferred)

-or individual password-

1. Contact Name:	Phone #:	Password:
2. Contact Name:	Phone #:	Password:
3. Contact Name:	Phone #:	Password:
4. Contact Name:	Phone #:	Password:

This Monitoring Agreement ("Agreement") is entered into between Patterson Group Services ("Service Provider" or "SP") and Customer for the provision of the monitoring service described below (the "Service") and will supersede and replace any and all prior agreement between Customer and SP for monitoring services. This agreement does not include furnishing, installing, maintaining, repairing, replacing, testing, or inspecting any equipment, nor does it include any design, construction, alteration, improvement, repair, maintenance, testing or inspection of the premises (the "Excluded Services"), all of which, if desired, shall be provided pursuant to a separate work order (or other agreement) executed by the Customer and SP. SP shall have no responsibility whatsoever to provide any Excluded Services without a separate work order approved in writing by Customer and SP.

1. **Multiple Premises.** If this box ☐ is checked, then this Agreement covers the above premises and each additional location listed on Exhibit A attached hereto (the Premises and each additional location listed on Exhibit A are collectively referred to as the "Premises").

2. **Monitoring Service to be Provided (Check all that apply):**

(Type)	Fire	Security	Elevator	Hold-up/Panic	Critical Condition	_____
(Equip.)	Radio	Cellular	UDACT (POTS)	I.P.	Customer Owned	_____

Upon receipt of signal from Customer's equipment, SP's sole responsibility shall be to use commercially reasonable efforts to notify the Customer and the applicable authority in accordance with standard monitoring procedures. SP is not responsible if, for any reason, a signal is not received from Customer's equipment.

3. **Annual Service Fee:** The Annual Service Fee is _____. Customer agrees that SP may increase the annual service fee any time after the initial Term of the Agreement upon 30 days prior written notice to Customer

4. **Payment for Services:** Customer agrees to pay the Monthly Service Fee as follows:

A prorated invoice shall be paid for the remainder of the current calendar year. Service will be billed in accordance with the agreed upon Payment for Services starting on January 1st of the following year for the remaining Term of this Agreement. If Customer

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fails to pay the Monthly Service Fee as and when due, SP may discontinue the Service upon 30 days prior written notice to Customer. Customer shall pay for all costs of collection, including attorneys' fees.

5. **Term:** This Agreement shall remain in force and effect for an initial term until December 31st, . Thereafter, this agreement shall be automatically renewed for consecutive terms of one year each, unless terminated by either party on thirty days written notice to the other party. Customer shall pay to SP a non refundable termination fee in an amount equal to 12 months of Monthly Service Fee if Customer terminates services prior to the conclusion of the initial term of this agreement. Payment shall be due from Customer to SP upon receipt of an invoice for the termination fee.
6. **Limitation of Liability; No Warranty:** Customer agrees that SP is not an insurer and that no insurance is offered by SP herein. SP is not responsible for any loss or damage caused by or in any way relating to defects or deficiencies in the system equipment or for delays in response time or non-response of police, fire or other authorities. SP makes no representation or warranty that Customer's equipment is free of defects or that Customer's equipment will provide the detection for which it is intended. SP is not assuming any responsibility for any losses which may occur even if due to SP's negligence or failure to perform its obligations under this Agreement. If, notwithstanding the above, there should arise any liability on the part of SP as a result of its negligence or failure to perform the total liability, in the aggregate, of SP and its officers, directors, employees, agents and parent, shall not exceed \$250 in the aggregate. It is intended that this limitation shall apply, to the fullest extent permitted by law, to any and all liability or cause of action however alleged or arising, and Customer agrees to accept this amount as liquidated damages, and not as a penalty, in complete satisfaction, discharge and release of SP's liability hereunder. If Customer desires to increase the liquidated damage amount, a rider signed by the parties will be attached to this agreement. SP HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
7. **Indemnification; Insurance:** To the fullest extent permitted by law, Customer agrees to defend, indemnify and hold harmless SP and its officers, directors, employees, agents and parent from and against all third-party claims, suits, losses, damages and expenses, including without limitation attorneys' fees, which may be asserted against or incurred by SP arising out of or resulting from the performance or non-performance of the Service, including, without limitation, the active or passive negligence of SP or its officers, directors, employees, agents or parent. Customer shall maintain general liability insurance covering the Premises under which SP shall be named as an additional insured and which shall insure Customer's indemnification obligations hereunder. Customer also shall maintain a policy of property insurance, on a replacement cost basis, covering all risks of loss due to fire, theft, burglary and other casualties, which policy shall waive subrogation as against SP. Said policies shall be primary and non-contributory.
8. **Loss of Service/Suspension:** SP may suspend Service at any time and for any reason, provided, however, SP will notify Customer if Service will be suspended for more than 24 hours. If service is suspended for non-payment, any and all past due balances must be paid before service will be restored. There shall be no refund, offset or reduction in the Monthly Service Fee for any loss of Service not exceeding 10 days. SP shall not be liable for loss or damages caused by delays or interruptions in Service.
9. **False Alarms.** SP shall not be responsible for any fee, charge or assessment imposed by any government authority or other person in connection with any false alarms at the Premises.
10. **Customer Obligations.**
 - a. Customer shall pay any and all federal, state and local taxes, fees or charges which are imposed upon the Service to be provided herein.
 - b. Customer shall provide and maintain during the Term, at Customer's sole cost and expense, any required electrical power communication transmission services to the Premises, including but not limited to telephone service, cellular network, IP communication and/or radio communication. SP shall not be responsible for any loss of communication services or electrical power.
 - c. Customer retains the sole responsibility for the life and safety of all persons occupying the Premises and for protecting against losses to Customer's property located within or adjacent to the Premises
11. **Assignment.** This Agreement may be assigned by Customer to any subsequent occupant of the Premises, so long as SP receives advance written notice of such assignment, and the assignee assumes the obligations of Customer under this Agreement. SP may assign this Agreement at any time provided Customer is notified in writing within ten (10) days following such assignment.

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12. **Miscellaneous:** This Agreement constitutes the entire agreement with respect to the Service. This Agreement is governed by the law of the state where the Premises is located. All disputes shall be governed by binding arbitration administered by the American Arbitration Association, pursuant to its Commercial Arbitration Rules and Mediation Procedures. The parties consent to the joinder of other parties in any such arbitration and to the consolidation of other arbitration proceedings provided there are common questions of law of fact. Any action against SP must be commenced within one (1) year from last date of Service. If any provision in this Agreement is unenforceable, that provision will be limited or eliminated only to the extent reasonably necessary so that this Agreement shall otherwise remain enforceable. Customer authorizes SP to convey information regarding the Premises and Customer's equipment to the applicable authorities,
13. **Video Systems:** If the System(s) being monitored transmits video images, Customer shall:
- a. provide and maintain adequate power and lighting for all cameras or other video-related equipment
 - b. inform all persons on or about the Premises that they may be monitored by video
 - c. not install, use or permit the use of video where any person may have a reasonable expectation of privacy
 - d. use broadband connectivity exclusively to transmit video images
 - e. use the video system for security surveillance and management services only
 - f. not use the video system for any criminal, illegal, or otherwise unlawful activity; and
 - g. obtain and keep in effect all permits or licenses required for the installation and operation of the video system.

Customer understands and agrees that:

- a. a video system enables SP to record, store, view and review images of the interior of the Premises and/or the area outside of the Premises, and
- b. video with audio capability enables SP to listen to, record, store and review oral communications from the interior of the Premises and/or the area outside of the Premises.

Customer, hereby agrees, authorizes and consents to SP and any contracted monitoring entities: recording, storing, viewing and reviewing video images and listening to, recording, storing and reviewing oral communications transmitted from the video system at the Premises.

14. **Authority to Sign.** The undersigned represents and warrants to SP that the undersigned has the express authority to bind the Customer to receive and pay for the Service.

CUSTOMER

By: _____

Its: _____

Patterson Group Services

By: _____

Its: _____