



**X-tech Security, Inc.**  
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# MONITORING SERVICE FORM

**SITE INFORMATION**

Site Name: \_\_\_\_\_ CS#: \_\_\_\_\_  
**UNIVERSAL ABORT CODE:** \_\_\_\_\_ Back-up Radio# \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone #1: \_\_\_\_\_ Phone #2: \_\_\_\_\_  
 Map Book: \_\_\_\_\_ Map Page: \_\_\_\_\_ Cross Street: \_\_\_\_\_  
 Special Instructions: \_\_\_\_\_

**CONTACT INFORMATION**

List contacts in order of call sequence.

1. **Contact Name:** \_\_\_\_\_ PIN (abort) Code: \_\_\_\_\_ User ID: \_\_\_\_\_  
**Phone Number #1:** \_\_\_\_\_ **Phone Type:** \_\_\_\_\_  
**Phone Number #2:** \_\_\_\_\_ **Phone Type:** \_\_\_\_\_  
 \_\_\_\_\_  
 2. **Contact Name:** \_\_\_\_\_ PIN (abort) Code: \_\_\_\_\_ User ID: \_\_\_\_\_  
**Phone Number #1:** \_\_\_\_\_ **Phone Type:** \_\_\_\_\_  
**Phone Number #2:** \_\_\_\_\_ **Phone Type:** \_\_\_\_\_  
 \_\_\_\_\_  
 3. **Contact Name:** \_\_\_\_\_ PIN (abort) Code: \_\_\_\_\_ User ID: \_\_\_\_\_  
**Phone Number #1:** \_\_\_\_\_ **Phone Type:** \_\_\_\_\_  
**Phone Number #2:** \_\_\_\_\_ **Phone Type:** \_\_\_\_\_  
 \_\_\_\_\_

**SYSTEM INFORMATION**

Panel Type: \_\_\_\_\_ System Default: \_\_\_\_\_  
 Telco#: \_\_\_\_\_ Location: \_\_\_\_\_  
 ATI (Timer Test) Frequency:  24 hrs  48 hrs  168hrs  Other  
 Open/Close Report Required:  Yes  No (Report will be mailed at the end of each month)  
 Site Type: **1688** Event/Zone ID: \_\_\_\_\_

**AGENCY INFORMATION**

Installer must provide agency telephone numbers

Agency Permit Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
 Police Name: \_\_\_\_\_ Police Number: \_\_\_\_\_  
 Fire Name: \_\_\_\_\_ Fire Number: \_\_\_\_\_  
 Guard Name: \_\_\_\_\_ Guard Number: \_\_\_\_\_

**INSTALLER INFORMATION**

Dealer and Personal Code: \_\_\_\_\_ Date: \_\_\_\_\_

**SUBSCRIBER**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**DEALER SUPPORT SERVICES ONLY**

Fax Rec'd By: \_\_\_\_\_ Entered By: \_\_\_\_\_ Verified By: \_\_\_\_\_  
 Date: \_\_\_\_\_ Date: \_\_\_\_\_ Date: \_\_\_\_\_

White: Office Use

Yellow: Office Copy

Pink: Customer Copy

1. The Subscriber has contracted with the Installer, or is about to contract with Installer, for protective system at the location indicated on Monitoring Service Form (hereinafter called "Location")
2. The Installer has subcontracted monitoring services for Subscriber to Advanced Protection Industries, Inc. dba National Monitoring Center ("Company"). Such services will consist solely of those, as set forth in service request section, and the Company agrees to perform same solely as the agent of the Installer upon the following terms and conditions.
3. The Subscriber and the Company agree that the Company's sole obligation under this agreement and/or under any agreement between the Subscriber and the Installer shall be to monitor signals received by means of the protective system and to respond thereto.
4. Company or its designee, shall without warranty, make every reasonable effort to do the following:
  - a. Upon receipt of a burglar alarm signal, notify the public police department or designated agency and notify the Subscriber or his/her designated representative by calling the telephone number supplied to Company in writing by the Installer
  - b. Upon receipt of a hold-up alarm signal, notify the public police department or designated agency.
  - c. Upon receipt of a sprinkler system, water flow signal, manual or automatic fire alarm signal, notify the public fire department and notify Subscriber or his/her designated representative by calling the telephone number supplied to Company in writing by Installer.

5. Installer agrees to furnish Company forthwith a written list of the names, titles, residences, residence phone numbers and signatures of all persons authorized to enter the premises of Subscriber during regularly scheduled closed periods, and/or be notified in the event of an alarm, and with a written daily and holiday opening and closing schedule, including janitor's schedule, all changes, revisions and modifications to the above shall be supplied to Company in writing.

6. Upon agreement, Installer shall pay all charges made by any telephone company or other utility for installation, leasing and service charges of telephone lines connecting Subscriber's protected premises to Company. Installer acknowledges that alarm signals from Subscriber's premises to Company are transmitted over Installer's and/or Subscriber's regular telephone service to Company, and in the event the telephone service is out of order, disconnected, placed on vacation or otherwise interrupted, signal from Subscriber's alarm system will not be received in Company during any such interruption in telephone service and the interruption will not be known to Company. If the alarm system is connected to the telephone line by a RJ31X or equivalent telephone jack, when the alarm system is activated, it is designed to seize the telephone and disconnect any telephone calls as well as preventing the making of any other telephone calls (such as to the 911 emergency operator) while the system is attempting to transmit alarm signals to Company. Installer and Subscriber further acknowledge and agree that signals are transmitted over telephone company lines which are wholly beyond the control and jurisdiction of Company and are maintained and serviced by the applicable telephone company or utility.

7. If Installer or Subscriber fails to pay any amount provided herein within twenty (20) days after the same is due and payable, or if Installer fails to perform any other provisions within twenty (20) days after Company shall have requested it in writing the performance thereof, or if Installer makes any assignment for the benefit of creditors, Company shall have the right, but shall not be obligated, to recover the existing amount due from Installer and continue to service the Subscriber's systems, in which case, company shall be entitled to recover, in addition, the monthly payment due under the agreement for said services; or notify Subscriber, via First Class mail, that the Subscriber's monitoring service is being cancelled for non payment of monitoring charges, within ten (10) days of the date of the mailing.

Upon termination of the service for any reason, including Subscriber's or Installer's default or breach of this agreement, Subscriber authorizes and will permit Company and Installer to remotely disconnect the alarm system from Company's monitoring network, and/or enter upon the premises of the Subscriber for the purposes of disconnecting and deprogramming the communications device of the alarm system.

8. This agreement may be suspended or cancelled, without notice at the option of the Company, if Company's, Installer's or Subscriber premises, or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event Company is unable to render service as a result of any action by any government authority.

9. When Subscriber in the ordinary course has the property of others in his/her custody or the alarm system extends to protect the property of others, Subscriber agrees to and shall indemnify, defend, and hold harmless Company, its employees, subcontractors, agents and assigns, for and against all claims brought by parties other than Subscriber. This provision shall apply to all claims, demands, or lawsuits, regardless of cause including Company's performance or failure to perform any of the obligations herein. Company's negligence or a failure of the monitoring equipment of service whether these claims be based upon negligence, express or implied warranty, contribution, indemnification, or strict or product liability on the part of Company, its employees, subcontractors, agents or assigns.

10. So far as it is permitted by Subscriber's property insurance coverage, Subscriber hereby releases, discharges and agrees to hold Company harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the Subscriber's premise whether said claims are made by Subscriber, his agents, or insurance company or other parties claiming under or through Subscriber. Subscriber agrees to indemnify Company against, defend and hold Company harmless from any action for subrogation which may be brought against Company by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs, and attorney's fees. Subscriber shall notify his/her insurance carrier of the terms of this provision.

Both parties hereby agree that no suit or action that relates in any way to this agreement (whether based upon contract, negligence or otherwise) shall be brought against the other more than one (1) year after the accrual of the cause of action therefore. In addition, both parties hereby waive any rights to a jury trial in any judicial action brought by either party which relates in any way to this agreement.

Subscriber acknowledges and agrees that he/she is not a third party beneficiary to the Installer agreement entered into between Company and Installer.

In the event an excessive number of false alarms are caused by Subscriber's carelessness, malicious action, or accidental use of the alarm system, or in the event Subscriber in any manner misuses or abuses the system, Company may in its sole discretion deem same to be material breach of this agreement and at its option in addition to all other legal remedies available to Company, be excused from further performance upon the giving of five (5) days written notice to the Subscriber. Subscriber agrees to pay any false alarm assessments, taxes, fees or charges relating to the monitoring service provided pursuant to this agreement.

11. It is understood and agreed: That the Company is not an insurer: that insurance, if any, shall be obtained by Installer and/or Subscriber, that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the Installer's and/or Subscriber's property located at Installer and/or Subscriber's premises. Installer and Subscriber acknowledge that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from Company's negligence or a failure by company to perform any of the obligation herein including monitoring or the failure of the system to properly operate, with resulting loss to Installer and/or Subscriber because of among other things:

- a. The uncertain amount or value of Installer's and/or Subscriber property of other kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert.
- b. The uncertainty of the response time of any police or fire department. The police or fire department is dispatched as a result of a signal being sent and/or received
- c. The inability to ascertain what portion, in any, of any loss would be proximately caused by Company's failure to perform or its equipment to operate
- d. The uncertain nature of occurrences which might cause injury or death to Subscriber or any other person which the system or service is designed to detect or avert
- e. The nature of the service to be performed by the Company

Installer and Subscriber understand and agree that if company should be found liable for loss or damage due from failure of Company to perform any of the obligation herein, including by not limited to installation, monitoring or service, or the failure of the system or equipment in any respect whatsoever, Company's liability shall be limited to Three Hundred Fifty Dollars (\$350.00), as liquidated damages and not as a penalty and this liability shall be exclusive, and that the provision of this Section shall apply if loss or damages, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the obligation imposed by this contract, or from negligence, active or otherwise of Company, its agents, assigns, employees, or subcontractors.

INSTALLER AND SUBSCRIBER ACKNOWLEDGE THAT THEY HAVE DISCUSSED THIS PROVISION REGARDING LIQUIDATED DAMAGES AND LIMITATION OF LIABILITY WITH COMPANY'S AGENT AND UNDERSTAND THAT THEY MAY OBTAIN A HIGHER LIMITATION OF COMPANY'S LIABILITY BY PAYING AN ADDITIONAL CHARGE.

12. It is understood that the Company owns none of the protective equipment in Subscriber's location and has no responsibility for the condition and/or functioning thereof and that maintenance, repair, service replacements or insurance of the protective equipment are the sole obligation and responsibility of the Installer.

13. In the event it shall become necessary for Company to institute legal proceedings to collect the cost of installation or the monthly service as set forth herein, then and in such proceeding and the unsuccessful party shall pay to the successful party reasonable attorney's fees.

14. Installer and Subscriber acknowledge that if there is any conflict between this agreement and Installer's or Subscriber's purchase order or any other document, this agreement will govern, whether said purchase order or other document is prior or subsequent to this agreement.

15. In the event any of the terms or provisions of this agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions remain in full force and effect.

16. All notices to be given hereunder shall be in writing and may be served whether personally or by mail, postage prepaid to the addresses set forth on the agreement or to any other address provided by one to the other from time to time in writing.

17. This writing is intended by the parties as final expression of their agreement and as a complete and exclusive statement of the terms thereof, and in particular paragraph 11 which set forth Company's maximum liability in the event of loss or damage to Installer or others. This agreement supersedes all prior representations, understanding or agreements of the parties and the parties rely only upon the contents of this agreement in executing it. This agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver or breach of any term condition of this agreement shall be construed to be a waiver of any succeeding breach.

18. The Company hereby disclaims all warranties, expressed or implied, including those of merchantability or fitness that its services will avert, deter or prevent any loss which monitoring might alleviate or mitigate.

19. Each and all of the provisions of this agreement are conditions to be faithfully and fully performed.

20. This agreement is made in and shall be governed by the laws of the State of California.