Advantage Alarm

SECURITY ALARM SYSTEM AGREEMENT

[redacted]

PO Box 1267, Lake Geneva, WI 53147
(800) 249-0031

ADVANTAGE ALARM (hereinafter referred to as Company), and

[redacted]
(name)

636 Baker Street
(address)

Walworth, WI 53184
(city, state, zip)

(county)

( ) -
(telephone)

( ) -
(fax)

(hereinafter referred to as Subscriber) hereby agree as follows:

1. The company shall furnish the electrical protective system to the subscriber, at the Subscriber's premises, the type of protection and equipment as set forth below, and Subscriber shall pay to Company the cost set forth below. This Agreement is further subject to the Terms and Conditions fully set forth on the reverse side hereof.

Complete pre-wired system:

1 DSC alarm control
1 Color touch keypad
1 Cellular communicator / no App
5 Door contacts
2 Motion detectors
1 Siren
1 12 volt battery
1 Low temp sensor
3 Months monitoring included in price

There is a 1 year warranty parts and labor

1-A. NA. Subscriber acknowledges alarm signals are transmitted over exposed standard phone lines and have been offered additional methods of transmission and / or physical phone line protection devices.

PAYMENT. The total cost of the installation shall be $ 1,376.25, payable as follows:

(i) $ Ø upon the signing of this Agreement;

(ii) $ 1,376.25 upon the completion of the installation of the system;

(iii) $ 44.83 per month paid quarterly, semi annual or annual in advance for monitoring during the term of this Agreement, subject to paragraph 2 of the Terms and Conditions set forth herein. Monthly monitoring fee schedule will begin within thirty days (30 days) of the alarm completion.

2. **DURATION - TERMINATION.** This contract shall remain in full force and effect for a period of 1 years from the date of this Agreement, and shall automatically renew itself for a period of one year each under the same terms and conditions as set forth herein until a written cancellation notice at least thirty (30) days prior to the termination of this Agreement or any automatic extension thereof is given by either Company or Subscriber.

3. **LIMITATION OF LIABILITY.** IT IS UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT COMPANY IS NOT AN INSURER AND THAT INSURANCE IF ANY COVERING PERSONAL INJURY AND PROPERTY LOSS OR DAMAGE ON SUBSCRIBER'S PREMISES SHALL BE OBTAINED BY THE SUBSCRIBER; THAT THE COMPANY IS BEING PAID FOR THE INSTALLATION AND MAINTENANCE OF A SYSTEM DESIGNED TO REDUCE CERTAIN RISKS OF LOSS AND THAT THE AMOUNTS BEING CHARGED BY THE COMPANY ARE NOT SUFFICIENT TO GUARANTEE THAT NO LOSS WILL OCCUR; THAT THE COMPANY IS NOT ASSUMING RESPONSIBILITY FOR ANY PERSONAL INJURY OR PROPERTY LOSS OR DAMAGE WHICH MAY OCCUR EVEN IF DUE TO COMPANY'S NEGLIGENT PERFORMANCE OR FAILURE TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT SINCE IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE DUE TO FAULTY OPERATION OF THE SYSTEM OR FAILURE OF SERVICES PROVIDED. IF NOTWITHSTANDING THE ABOVE PROVISIONS THERE SHOULD ARISE ANY LIABILITY ON THE PART OF THE COMPANY SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO ONE HALF THE ANNUAL SERVICE CHARGE PROVIDED HEREIN OR $250.00, WHICHEVER IS LESSER THIS SUM SHALL BE COMPLETE AND EXCLUSIVE AND SHALL BE PAID AND RECEIVED AS LIQUIDATED DAMAGES AND NOT AS A PENALTY IN THE EVENT THAT THE SUBSCRIBER WISHES COMPANY TO ASSUME GREATER LIABILITY SUBSCRIBER MAY AS A MATTER OF RIGHT OBTAIN FROM COMPANY A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT PROPORTIONED TO THE INCREASE IN DAMAGES BUT SUCH OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD COMPANY AS AN INSURER.

4. **INDEMNIFICATION.** SUBSCRIBER AGREES TO AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY, ITS EMPLOYEES AND AGENTS FOR AND AGAINST ALL CLAIMS, LAWSUIT AND LOSSES WHICH CLAIM AND/OR LAWSUIT IS BROUGHT OR LOSS SUSTAINED BY PARTIES OR ENTITIES OTHER THAN THE PARTIES TO THIS AGREEMENT THIS PROVISION SHALL APPLY TO ALL CLAIMS, LAWSUITS OR DAMAGES CAUSED BY COMPANY'S NEGLIGENT PERFORMANCE, WHETHER ACTIVE OR PASSIVE AND TO ALL CLAIMS BASED UPON DEFECTS IN DESIGN, INSTALLATION, MAINTENANCE OPERATION OR NON-OPERATION OF THE ALARM SYSTEM, WHETHER THOSE CLAIMS BASED UPON NEGLIGENCE, ACTIVE OR PASSIVE, WARRANTY, OR STRICT OR PRODUCT LIABILITY ON THE PART OF COMPANY, ITS AGENTS, SERVANTS OR EMPLOYEES THIS AGREEMENT BY SUBSCRIBER TO INDEMNIFY COMPANY AGAINST CLAIMS AS HEREINABOVE SET FORTH SHALL NOT APPLY TO LOSSES, DAMAGES, EXPENSE AND LIABILITY RESULTING IN INJURY OR DEATH TO THIRD PERSONS OR INJURY TO PROPERTY OF THE THIRD PERSONS, WHICH OCCUR WHILE AN EMPLOYEE OF COMPANY IS ON SUBSCRIBER'S PREMISES AND ARE SOLELY AND DIRECTLY CAUSED BY THE ACTS OF SAID EMPLOYEE.

Accepted:
ADVANTAGE ALARM Date: / /

By:

Title:

Accepted:
SUBSCRIBER

By: X / /

Title:

(Please read Reverse side for Terms and Conditions)