New Customer Signup Form



Please submit only pages 2,3, 7, 8 and 9.

New Customer Form – Commercial

Business Name					
Owner/Manager					
Monitored Address					
City			ST	Zip	
County		Cross Street(s) _			
Home Phone	Cell Phone		Work Phone	e	
E-Mail					
Mailing Address (If different from about	ove)				
City			ST	Zip	
Panel Type		Pane	el Phone#_		
Installer Code	(Office use	only)			
	,	•,			
ZONE INFORMATION (if you have	more Zones please	e provide on sepa	arate sheet)		
Zone		Zone			
Zone		Zone			
Zone		Zone			
Zone		Zone			
Zone		Zone			
LOCAL AUTHORITY PD Code	/ED C	odo (Off	ioo uoo only		
Police ()	·/ / FD C	Fire Dept. (<u>/</u>	
You will need to call your local Polic	e Department or S			d an <u>Alarm Permi</u>	<u>t</u> .
Permit #	Expiration Date				
CALL LIST (Contacts)					
1.	Password :		Tel. ()	
2.	Password :		Tel. ()	
3.	Password :		Tel. ()	
4.	Password :		Tel. ()	
5.	Password :		Tel. ()	
6.	Password :		Tel. ()	

Business Name				
Owner/Manager				
Bus. Address		City	_ST	_Zip:
Phone	_Email			

Alarm Relay Inc. strongly recommends saving and printing a copy of this agreement for your records.

Terms of Service: One Year Monitoring Agreement

By signing "I have read and agree to the service agreement", you will be bound to the following for a one-year term (renewable in accordance with the Terms of Service):

- 1) The Terms of Service, including the limited liability clause (below)
- 2) The terms and conditions and other information regarding services provided on the page where you selected your services.

"Alarm Relay" or "we", "us" or "our" refers to Alarm Relay, Inc. "Subscriber", "You" or "your" refers to the person or entity that is the customer of record. PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. This is an agreement between you and Alarm Relay for the purpose of providing monitoring of the security alarm system which you already own at the address supplied by you. You understand that "monitoring service," means only that Alarm Relay, Inc. will react to signals received by us from the security alarm system you already have at your premises.

- 1. WARRANT: Subscriber represents and warrants that the Subscriber's identity and contact information provided above is accurate, and that the Subscriber is age 18 or older and otherwise competent and authorized to enter into the agreement.
- **2. ELECTRONIC FORMAT:** Subscriber agrees to enter into this agreement in electronic format pursuant to the federal Electronic Signatures in Global and National Commerce Act and the Uniform Electronic Transactions Act, if in effect in Subscriber's state, or any other comparable law. The Subscriber consents to the entering into and the storage of this agreement in electronic form. The Subscriber may withdraw this consent, but only if he or she first provides written notice to Alarm Relay, Inc. and also first provides Alarm Relay, Inc. with an original ink signature on a paper copy of this agreement.

- **3. SET-UP FEE:** Subscriber understands and agrees that the SET-UP FEE IS NON-REFUNDABLE and will be charged once a programming appointment is kept regardless of whether programming is or is not successful. Subscriber further agrees that the set-up fee is not determined by the actual duration of appointment. The set-up fee will be charged one time per alarm panel and will not be charged for any subsequent appointments made to complete same panel programming after the initial appointment. The Subscriber is responsible for notifying Alarm Relay, Inc. of any appointment cancellation or schedule change 24 hours prior to the appointment time.
- 4. COMMENCEMENT, RENEWAL, TERMS: Service will commence when Alarm Relay, Inc. at its monitoring center has received test signals from your premises and both Alarm Relay, Inc. and Subscriber agrees that such signals have been satisfactorily transmitted and received. This agreement shall automatically renew each year until Alarm Relay, Inc. or Subscriber indicates termination via Email or in writing. Subscriber may terminate this agreement at the end of one year by notifying Alarm Relay, Inc., 30 days in advance of cancellation, via Email, Fax, or US Mail.
- **5. PAYMENT:** In the event that Subscriber has provided a credit card as the method of payment, Alarm Relay, Inc. shall, at the start of the billing plan period OR on the first day of the month of the anniversary of the receipt of satisfactory test signals or the expiration of any free months monitoring service granted, whichever is later, charge Subscriber's credit card in the amount stated on the bill, and Alarm Relay, Inc. will provide monitoring service for the length of the billing plan term. Should the charge to Subscriber's credit card be declined, Alarm Relay, Inc. will notify Subscriber by E-mail, telephone, and letter by US Mail. In the event that Subscriber has provided a bank account number, either checking or savings, as method of payment, then Alarm Relay, Inc. shall, at the start of the billing plan period OR on the first day of the month of the anniversary of the receipt of satisfactory test signals or the expiration of any free months monitoring service granted, whichever is later, create a debit instrument to Subscriber's bank account in the amount stated on the bill, and provide monitoring service for the length of the billing plan term. Should funds not be available from Subscriber's bank account, Alarm Relay, Inc. will notify Subscriber by E-mail, telephone and letter by US Mail. In the event the Subscriber fails to make payments required by this agreement when due, Alarm Relay, Inc, may at its election declare a breach and accelerate the contractual obligations hereunder. Alarm Relay, Inc shall be entitled, in the event of default, to the immediate payment of all sums then due together with all damages due Alarm relay, Inc for the balance of the initial or any renewal term of this agreement. Subscriber is to receive no refund if Subscriber terminates this agreement prior to the end of the term period.
- 6. N.F.P.A. UL FIRE STANDARDS for Commercial Fire Alarm System Customers Only Subscriber understands that a system which they are self-installing may not be in compliance with the UL Fire Standards, as set forth by the NFPA. Subscriber understands that in the event that they are required by their local authorities having

jurisdiction to have a UL-approved fire system, they will need to switch to a UL-approved fire control panel. Alarm Relay, Inc. agrees to monitor fire signals for the system covered by this agreement, but Alarm Relay, Inc. is not responsible for the operation of the system, installation of the system, or the ability of the system to successfully transmit fire signals to our Central Monitoring Station. Subscriber agrees to hold Alarm Relay, Inc. harmless for any damages that result from the fire system's inability to function. Subscriber understands that Alarm Relay, Inc has, in good faith, notified them that their fire system should be in compliance with UL and NFPA Fire Standards. Typical procedures for monitoring UL-approved fire systems require daily timer tests which are available to Subscriber at an additional cost.

7. VOICE OVER IP SERVICE (VOIP) Customers

Subscriber understands that the Subscriber's Voice over IP (VOIP) communication system may not transmit emergency signals to Alarm Relay Inc's Central Monitoring Station or to 911 emergency services. In the event that signals are not transmitted, Subscriber understands that emergency dispatch may not occur. Subscriber's using Voice over IP (VOIP) communications are encouraged to utilize a basic telephone land line, cellular/radio, or network monitoring device to ensure alarm signal transmission.

- **8. EQUIPMENT:** Subscriber understands that Alarm Relay, Inc. agrees to monitor a security system owned by Subscriber and not installed by or designed by Alarm Relay, Inc. Alarm Relay, Inc. makes no representation as to suitability or condition of Subscriber's system. Alarm Relay, Inc. assumes no responsibility whatsoever for the maintenance, operation or non-operation, actuation or non-actuation, of your existing equipment. Alarm Relay, Inc. reserves the right to terminate service under this Agreement in the event your existing equipment is not in good operating condition and Alarm Relay, Inc. will not be liable for any damages or penalties as a result of termination under those circumstances.
- 9. SERVICE: Subscriber acknowledges that if Alarm Relay, Inc. utilizes a digital communicator for the purposes of sending alarm signals from Subscriber's premises to Alarm Relay, Inc.'s Central Station, that the signals from Subscriber's alarm system are sent over Subscriber's regular telephone lines, Voice over IP service, broadband Internet connection, LLR (long range radio), GSM cellular phone network, or other transmission mediums provided by others to Alarm Relay, Inc.'s Central Monitoring Station, and in the event that the service Subscriber has elected to use for the purpose of transmitting alarm signals is out of order, disconnected, placed on vacation or otherwise interrupted, signals from Subscriber's alarm system will not be received in Alarm Relay, Inc.'s Central Monitoring Station during any such interruption and the interruption will not be known to Alarm Relay, Inc. Subscriber further acknowledges and agrees that signals that are transmitted over these services are wholly beyond the control and jurisdiction of Alarm Relay, Inc. and are maintained and serviced by the applicable service provider.
- 10. INSURANCE: Alarm Relay, Inc. encourages its Subscribers to carry adequate

insurance to safeguard their valuables. Adequate insurance would compensate Subscriber's losses including but not limited to losses due to burglary, hold up and fire in case of transmission problems due to severance of telephone lines or due to development of shorts or grounds, which may affect the system and the transmission of signals to Alarm Relay, Inc.'s Central Monitoring Station. Electronic alarm systems are not foolproof. They do not replace insurance.

ALARM RELAY, INC. OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES. ANY QUESTIONS CONCERNING AN ALARM ARELAY, INC. OPERATOR MAY BE REFERRED TO THE CHIEF, BUREAU OF SECURITY AND INVESTIGATIVE SERVICES, 401 S STREET, SACRAMENTO, CALIFORNIA 95814.

- 11. WARRANTY: Alarm Relay, Inc. makes no express or implied warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability or its fitness for any particular use.
- **12. SYSTEM TESTING:** Subscriber agrees to carefully and properly test and set system daily, including walk test if movement detection devices are installed, and will notify Alarm Relay, Inc. promptly on any operating defect. Automatic daily timer testing service is available for an additional cost.
- 13. NOTIFICATION: SUBSCRIBER AGREES TO IMMEDIATELY NOTIFY ALARM RELAY, INC. IN WRITING OF ANY SYSTEM CHANGES THAT WOULD AFFECT THE TRANSMISSION OF SIGNALS TO THE ALARM RELAY, INC CENTRAL MONITORING STATION. Changes to be notified include, but are not limited to, telephone number changes, signal transmission service provider changes, alarm panel replacement or disconnection, peripheral installation that affects alarm communication, or equipment loss or damage that prevents alarm communication.
- **14. RECONNECTION:** A reconnect charge is to be paid by Subscriber if alarm is cut off because of a past due balance and Subscriber desires it reconnected. Subscriber is to receive no credit if system is temporarily cut off or out of service for any reason.
- 15. Alarm Relay, Inc. IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY: It is understood and agreed: That Alarm Relay, Inc. is not an insurer: that insurance, if any, shall be obtained by the Subscriber: that the payments provided herein are based solely on the value of the services set forth herein and are unrelated to the value of the Subscriber's property or the property of others located on Subscriber's premises; that Alarm Relay, Inc. makes no guaranty or warranty, including any implied warranty of merchantability of fitness that the equipment or services supplied will avert or prevent occurrences or the consequences there from which the system or service is designed to detect or avert. Subscriber acknowledges that it is

impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, or the failure of the system to properly operate with resulting loss to Subscriber because of, among other things:

- a. The uncertain amount or value of Subscriber's property or the property of others 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, should they be dispatched as a result of a signal from or at premises;
- c. The inability to ascertain what portion, if any, of any loss would be proximately caused by Alarm Relay, Inc.'s failure to perform or by its equipment to operate;
 - d. The nature of the service to be performed by Alarm Relay, Inc.
- 16. LIMITED LIABILITY: Subscriber understands and agrees that if Alarm Relay, Inc. should be found liable for loss or damage due to failure of Alarm Relay, Inc. to perform any of the obligations herein, including but not limited to installation, maintenance, monitoring or service, or the failure of the system or equipment in any respect whatsoever, Alarm Relay, Inc.'s liability shall be limited to a sum equal to the total of Two Hundred Fifty (\$250.00) Dollars as liquidated damages and not as a penalty and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause of origin, results directly or indirectly to persons or property, from performance or non-performance of the obligations imposed by this contract, or from negligence, active or otherwise, of Alarm Relay, Inc., its agents, assigns or employees.
- 17. FINES, TAXES, FEES: Any applicable taxes, sales taxes, permit fees, false alarm fees or assessments with regard to Subscriber's alarm system or the monitoring thereof, are the responsibility of the Subscriber. If excessive false alarms are caused by carelessness, malicious, or unintended use of the alarm system, Alarm Relay, Inc. may, at its sole discretion, deem same to be a material breach of contract on part of Subscriber and may be excused from further performance. Subscriber agrees to eliminate conditions or factors interfering with the proper operation of installed devices or which may cause false alarms.
- **18. DISPATCH:** In the event of an alarm signal from premises, Alarm Relay, Inc. agrees to transmit it to local police, fire department or persons designated by Subscriber. Subscriber hereby authorizes Alarm Relay, Inc., at Alarm Relay, Inc.'s discretion, to cause the arrest of anyone found on the premises without authority to enter and cause him to be held until released by Subscriber or his representative. In the event local authorities refuse to respond to an alarm signal at the premises, Alarm Relay will notify Subscriber. Alarm Relay, Inc. will attempt to reach Subscriber until an approved member of the call list is contacted. In the event we cannot reach an approved member

of the call list, leaving a voice mail or recorded message constitutes sufficient notification by Alarm Relay, Inc. to Subscriber.

19. SYSTEM DISCONNECTION: Alarm Relay, Inc. is to be kept informed in writing by Subscriber of daily and holiday opening and closing schedule, if applicable, and of all persons authorized to enter premises during closed hours or who may be called in the event of an alarm signal from or at premises. Subscriber hereby authorizes Alarm Relay, Inc. to manually or automatically disconnect system, if so ordered by a public official or regulation or for nuisance or electrical reasons or if Alarm Relay, Inc. is unable to notify Subscriber at emergency number listed or if Subscriber declines, or fails to arrive at premises within 30 minutes after notification. Subscriber agrees to hold Alarm Relay, Inc. harmless and to indemnify Alarm Relay, Inc. for any loss or liability that may result from turning off the system.

20. INCREASE IN OPERATING EXPENSES:

- a. Alarm Relay, Inc. shall have the right, at renewal of service, to increase the monthly charges provided herein, to reflect any additional taxes, licenses, permits, fees or charges which hereafter may be imposed on Alarm Relay, Inc. by any utility or governmental agency relating to the service provided under the terms of the Agreement and Subscriber agrees to pay the same.
- b. So that Alarm Relay, Inc. may properly adjust its rates to meet changing service and maintenance costs, and notwithstanding the terms and conditions set forth herein, after the expiration of one (1) year from the date of commencement of service, Alarm Relay, Inc. may at any time, increase the monthly service charge upon giving the Subscriber notice in writing. If Subscriber is unwilling to pay the increased monthly charge, Subscriber must notify Alarm Relay, Inc. in writing within thirty (30) days from the date of notice of the increase. Subscriber's failure to notify Alarm Relay, Inc. within said thirty (30) days shall constitute Subscriber's consent to the increase.
- 21. DISHONORED CHECKS AND OTHER INSTRUMENTS: Alarm Relay, Inc. will charge you \$30.00 or the highest amount allowed by law, whichever is less, for any check or other instrument (including credit card chargebacks) tendered by you and returned unpaid by a financial institution for any reason. You agree to reimburse us the fees of any collections agency, which may be based on a percentage at a maximum of 35% of the debt, and all costs and expenses, including reasonable attorney's fees, we incur in such collections.
- **22. CHARGES AND DISPUTES:** The Subscriber is responsible for paying all charges for or resulting from services provided under the Agreement. You will receive invoices that are due in full as shown. You must, within 100 days if the date of the bill, notify us in writing at Alarm Relay, Inc., of any dispute you have with respect to the bill, including any charges on the bill and any service we provided for which you were billed,

or you will have waived your right to dispute the bill or such services and to bring, or participate, any legal action raising any such dispute.

- 23. INVALID PROVISIONS: If any terms or provisions of this Agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect
- **24. LIABILITY:** Alarm Relay, Inc. assumes no liability for failure to perform because of labor trouble, riots, floods, acts of God, or any catastrophe or condition beyond its control and is not required to perform service while any such condition exists. Alarm Relay, Inc. shall have the right to cancel an existing agreement without or with notice in the event the Subscriber's telephone company discontinues certain grades of telephone lines, or if Subscriber's transmission service provider ceases service for reason, or if Subscriber's premises including telephone lines or Alarm Relay, Inc.'s Central Monitoring Station should be destroyed by fire or any calamity.
- **25. ASSIGNABILITY OF AGREEMENT:** This agreement is not assignable by Subscriber without written consent of Alarm Relay, Inc. Alarm Relay, Inc. shall have the right to assign this agreement or subcontract any of the services it may perform. There are no verbal understandings changing or modifying this agreement.
- The Subscriber has the right to request a paper copy of this agreement from Alarm Relay, Inc. at any time, at no charge. Such request may be made in writing or by contacting Alarm Relay, Inc. at 1-800-624-6866. The Subscriber may print a copy of this agreement before submitting it to Alarm Relay, Inc. The Subscriber may also save this agreement in Adobe PDF format. This agreement is also available at www.alarmrelay.com.

I have read	and agree	to the se	rvice agree	ement
	Sid	gnature		

9

We must have payment of the full amount in our possession prior to setup of your account.

One-time set up fee \$35.00

The set-up fee is non-refundable and will be charged once we have attempted to program your system. We will only charge this fee once regardless of how many attempts it takes to program the system.

Monitoring at \$8.95 per month X 12 months= \$107.40

Monitoring fees will be charged once programming of the account is completed and

verifie	ed by our central station technician.
includ	Check here if you would like a yard sign sent for an additional fee (stake not led; postage paid.)
	WATCHLIGHT ALARM [800) 762-9964 Actual Size 10" diameter.
	1 @ \$12
Total a	amount: \$
	Check
1.	If by Check, make check payable to: Watchlight Corporation and mail to the address on page 1 of this document. Please send two checks, one for set-up, one for monitoring and any additional add-ons such as email notifications, yard signs, etc.
2.	If by Credit Card complete the following information:
	Credit Card Number:
	Card Expiration Date (mm/yy): CCV Verification Number
	Name on Credit Card
	Credit Card Statement Mailing Address:
	Street:
	City ST 7in

I authorize Alarm Relay, Inc., a Watchlight Corporation, to charge my credit card for the amount listed above.
Signature
Automatic Credit Card Billing (Optional): I authorize Alarm Relay, Inc., a Watchlight Corporation, to enroll this credit card in the Automatic Credit Card Billing program (ACCB) and to charge this credit card for service renewal on a yearly basis. I understand that I may cancel or edit the ACCB service at any time by submitting request in writing via fax, email or mail.
Signature