



# HSHOA ALARM MONITORING ACTIVATION AGREEMENT

**FirstMile Security** (appears as FMS in body of agreement)

**Customer Name and Address:** (equipment location)

P.O. Box 4

Westfield, IN 46074

Phone: 317-361-4999

Premise Phone: ( ) -

Contact Phone: ( ) -

Email: monitor@firstmilesecurity.com

Email:

**To enable FMS to provide you with the best quality of service, please verify and/or furnish the Customer information above.**

**Emergency Contact List:** Please list at least 2 different people or phone numbers.

	NAME	PHONE 1	PHONE 2	PASSCODE (PASSWORD)
1.				
2.				
3.				

**Note:** When a customer fails to operate the system properly and transmits an erroneous alarm, the customer must be prepared to furnish the Central Station operator with the correct password to prevent the dispatch of the police/fire departments. When choosing contacts in addition to yourself for your emergency list, please note; 1) they should have keys or access to your home or business, 2) they should know the password and 3) they should know how to operate your system. **Caution:** An incorrect password will be handled as an alarm condition by the operator and the dispatch will be made. Please help prevent false alarms and the unnecessary dispatch of police and/or fire departments. When changes in your emergency contact list are required, please direct all correspondence to FMS Office (see above). We are available Monday – Friday during normal business hours to assist you and answer any questions you might have.

### CENTRAL STATION MONITORING SERVICES: (CHECK ALL THAT APPLY)

- Residential Alarm
  - Residential Cellular Backup
  - Other: \_\_\_\_\_
- Monthly Base Monitoring Charge \$ \*billed by HOA  
 Monthly Cell Backup \$ \_\_\_\_\_  
 Monthly Other \$ \_\_\_\_\_

### AGREEMENT SUMMARY

Monthly Service Payment Calculation	
Total of All Monthly Service Charges	\$ _____
% Service Tax	\$ 0.00
<b>Total Monthly Service Charge plus Tax</b>	<b>\$ _____</b>

### Term, Renewal & Expiration:

This Alarm Monitoring Activation Agreement shall remain in full force if and only if the Customer is a Qualified Participant as defined by the "Bulk Rate – Alarm Monitoring Agreement" between FMS and the Highland Springs Home Owner's Association (hereafter referred to as HSHOA). The two agreements shall be co-terminus with the HSHOA agreement taking precedent in the case of any conflicting terms or conditions between the two agreements.

If customer moves out of Highland Springs, the customer has the right to provide 30 days prior written notice of termination and will NOT be charged or liable for an early cancellation fee.

Customer agrees to pay, in addition to the service charges above, any false alarm assessments, taxes, fees or charges that are imposed by any governmental body, relating to the installation or service provided under this Agreement.

FMS will connect the system to an independently owned and operated Central Station monitoring facility (herein referred to as the CS). Customer agrees and understands that FMS and the CS will share and exchange information provided to FMS by the Customer without the additional express permission of the Customer. Customer further agrees and understands that information previously provided to the CS by the Customer or created on behalf of the Customer, including but not limited to system settings, historical events information and existing emergency contact lists will be shared with FMS upon the request of FMS.

Entire Agreement – Customer acknowledges that he is aware that no alarm system can guarantee prevention of loss; that human error on the part of FMS or the municipal authorities is always possible, and that signals may not be received if the transmission mode is cut, interfered with, or otherwise damaged. This agreement constitutes the entire agreement between the customer and FMS. In executing this agreement, customer is not relying on any advice or advertisement of FMS. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in writing in this agreement shall not be binding upon any party, and that the terms and conditions hereof apply as printed without alteration or qualification, except as specifically modified in writing. The terms and conditions of this agreement shall govern notwithstanding any inconsistent or additional terms and conditions or any purchase order or other document submitted by the customer.

**It is understood that FMS is not an insurer, that it shall specifically be the obligation of the customer to purchase any insurance which customer desires to protect itself from loss, damage or injury due directly or indirectly to occurrences or consequences therefrom, which the service or system is designed to detect or avert. Section 6 of this agreement limits FMS's liability to \$500.00 or 10% of the annual service charge if customer or anyone else suffers any harm (damage or loss of property, personal injury, or death) because the system failed to operate properly or FMS was careless or acted improperly. Attention is directed to the limited warranty, limit of liability and other conditions on PAGE 2.**

FirstMile Security

Title

Date

By:  President

Customer's Acceptance/Signature

Date

Customer's Printed Name

By: \_\_\_\_\_

By acceptance, I acknowledge that I understand that I may cancel this transaction any time prior to the end of the third business day after the date of this transaction. To cancel, mail (or deliver) a signed notice of cancellation to FirstMile Security (see local branch address above). I also understand that the information contained herein and other alarm system monitoring information may be shared with and between FMS, its successors and assigns, and any 3<sup>rd</sup> party provider of monitoring services (Central Station).

1. LIMITED WARRANTY- Any part of the system, including the wiring, installed under this Agreement which proves to be defective in material or workmanship within 90 days of the date of completion of installation will be repaired or replaced at FMS's option with a new or functionally operative part. Labor required to repair or replace such defective components or to make mechanical adjustments to the system will be free of charge for a period of ninety (90) days following the completion of the original installation. This warranty is extended only to the original consumer purchaser of the system and may be enforced only by such person. To obtain service under this warranty, call or write our local FMS Service Department at the telephone number or address found in your local yellow pages.

Service pursuant to the warranty will be furnished only during FMS' normal working hours 8:00 A.M. to 4:45 P.M., exclusive of Saturdays, Sundays, and holidays. Services rendered outside the normal working hours of FMS are not within the scope of this warranty and any services requested to be performed at such times shall be charged for at FMS' then applicable rates for labor and material.

This Warranty does not apply to the conditions listed below and in the event Customer calls FMS for service under the Warranty and upon inspection it is found that one of these conditions has led to the inoperability or apparent inoperability of the system, a charge will be made for the service call of the FMS representative whether or not he actually works on the system. Should it actually be necessary to make repairs to the system due to one of the "Conditions not covered by Warranty," a charge will be made for such work at FMS's then applicable rates for labor and material.

CONDITIONS NOT COVERED BY WARRANTY: A. Damage resulting from accidents, acts of God, alterations, misuse, tampering or abuse. B. Failure of the Customer to properly follow close or secure a door, window, or other point protected by a burglar alarm device. C. Failure of Customer to properly follow operating instructions provided by FMS at time of installation or at a later date. D. Trouble in leased telephone lines. E. Trouble due to interruption of commercial power. F. Battery replacements, security screens, exterior mounted devices. G. The expense of ordinary maintenance and repair of said system due to normal wear and tear. H. The expense of extraordinary maintenance and repair due to alterations in the Customer's premises, alterations of the system made at the request of the Customer or made necessary by changes in the Customer's premises, damage to the premises or alarm system, or to any cause beyond the control of FMS.

THE ABOVE LIMITED WARRANTY AND BELOW EXTENDED LIMITED WARRANTY ARE IN LIEU OF ALL OTHER EXPRESSED WARRANTIES. ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL COINCIDE IN DURATION WITH THE ONE (1) YEAR LIMITED WARRANTY. THE EXCLUSIVE REMEDY TO THE CUSTOMER HEREUNDER SHALL BE REPAIR OR REPLACEMENT AS STATED ABOVE. UNDER NO CIRCUMSTANCES SHALL FMS BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY BY FMS, THE NEGLIGENCE OF FMS OR OTHERWISE, FMS' LIABILITY WILL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE SYSTEM. SOME STATES MAY NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE ABOVE LIMITATIONS AND EXCLUSION MAY NOT APPLY TO YOU. No agent, employee or representative of FMS or any other person is authorized to modify this Warranty in any respect. This Warranty gives you specific legal rights and you may also have other rights which vary from state to state.

2. INSTALLATION (applicable only to new alarm system installations) – FMS agrees to install the equipment listed on the reverse side of this Agreement in a workmanlike manner in accordance with the following conditions: A. Customer will make premises available without interruption during FMS normal working hours, 8:00 A.M. to 4:45 P.M., exclusive of Saturdays, Sundays, and holidays. B. Customer understands that the installation will necessitate drilling into various parts of the premises. FMS intends, generally, to conceal wiring in the finished areas of the premises, however, there may be areas in which due to construction, decoration, or furnishing of the premises, FMS determines, in its sole discretion, that it would be impractical to conceal the wiring and in such cases, wire will be exposed. C. Customer agrees to provide 110 AC electrical outlets at designated locations for equipment requiring AC power. D. Customer agrees to provide for lifting and replacing carpeting, if required, for installation of floor mats or wiring. Customer warrants that Customer owns the premises in which the equipment is being installed and that the Customer has the authority to engage FMS to carry out the installation in the premises. The Customer agrees to furnish any necessary electric current through the Customer's meter and at the Customer's own expense. Customer will obtain and keep in effect all permits or licenses that may be required for the installation and operation of the system. Customer has the affirmative duty to inform FMS, prior to beginning of installation, of every location at the premises where FMS's employees or agents should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. If asbestos or other health hazardous material is encountered during installation, FMS will cease work until Customer, at its sole expense, obtains clearance from a licensed asbestos removal or hazardous material contractor and that continuation of work will not pose any danger to FMS personnel. In no case shall FMS be liable for discovery or exposure of hidden asbestos or other hazardous material, and Customer shall indemnify and hold FMS and its employees harmless from any claims brought against FMS and/or its employees by third parties for damages, personal injury, death, emotional injury, whether actual or prospective, allegedly caused by the presence, spread, ingestion or inhalation of any substance/vapor on or originating from Customer's premises. If Customer or any governmental agency or insurance interest wants FMS to change the system described herein, or change it after it is installed, Customer agrees to pay FMS' standard parts and labor charges for such changes. CUSTOMER AGREES THAT CUSTOMER HAS CHOSEN THIS SYSTEM AND UNDERSTANDS THAT ADDITIONAL OR DIFFERENT PROTECTION IS AVAILABLE FOR A HIGHER PRICE.

3. EXTENDED LIMITED WARRANTY- If the reverse side of this agreement indicates that extended limited warranty is being furnished, FMS will extend the limited warranty set forth in paragraph 1 above for the period of 9 months from the date of expiration of the Limited Warranty and this Extended Limited Warranty will be automatically renewed yearly thereafter for an annual term at the then applicable annual charge, subject to termination as provided on the reverse side of the Agreement. Excluded from Extended Limited Warranty are conditions not covered by the Limited Warranty listed above in paragraph 1. To obtain service under this Extended Limited Warranty call or write our local FMS Service Department at the telephone number or address found in your local yellow pages. It is mutually agreed that the work of installation and repairs of the system under the Extended Limited Warranty shall be performed between the hours of 8:00 A.M. and 4:45 P.M. exclusive of Saturdays, Sundays, and holidays. It is understood and agreed that FMS's obligation relates solely to the specified detection system, and that FMS is in no way obligated to maintain, repair, service, replace, operate, or assure the operation of any devices of the Customer or of others not installed by FMS. If not contracted prior to the expiration of the Limited Warranty, FMS may subsequently enter into an Extended Limited Warranty with Customer at FMS's then prevailing prices and subject to the terms and conditions of this Agreement.

4. SIGNAL RECEIVING AND NOTIFICATION SERVICE shall be provided by FMS if the reverse side of this Agreement includes a charge for Central Station Monitoring Services. FMS will connect the system to an independently owned and operated monitoring facility (herein referred to as the CS). Under such service, in the event a burglary or hold-up signal, or fire signal registers at the Central Station, the CS shall endeavor to notify promptly the appropriate police or fire department and the designated representative of the customer. To avoid false alarms, the CS may elect to call your premises first to determine if an actual emergency exists before calling any authorities or Customer's representatives. If the CS has reason to believe that no actual emergency exists, the CS may choose not to place such notification calls. The CS may discontinue any part of this service if required to do so by governmental or insurance authorities. Customer consents to the tape recording of all telephonic communications between the CS office and your premises. In the event a supervisory signal or trouble signal registers at the Central Station, the CS shall endeavor to notify promptly the designated representative of the customer.

COMMUNICATION FACILITIES - A. AUTHORIZATION-Customer authorizes FMS to make requests for information service, orders or equipment in any respect on behalf of Customer to a telephone company (the "Telephone Company") or other entity providing facilities or services for transmission of signals under this Agreement. B. DIGITAL COMMUNICATOR - The Customer understands that if a digital communicator is installed under this Agreement, it uses standard telephone lines as the transmission mode of sending signals and eliminates the need for dedicated telephone facilities and the large cost increases frequently imposed on such facilities. Customer also understands that

the CS does not receive signals when the transmission mode is or becomes non-operational and that signals from the digital communicator cannot be received if the transmission mode is cut, interfered with or otherwise damaged. FMS recommends the use of an RJ31X telephone jack or equivalent jack to give the system priority over other telephones on the premises; however, other calls (including calls to the 911 emergency operator) cannot be made when the system is activated, and therefore Customer may wish to have the system connected to a separate telephone service. C. DERIVED LOCAL CHANNEL - The facilities and services provided by the Telephone Company, in connection with the services to be provided to the Customer hereunder, include what is generally described as Derived Local Channel service. Those facilities and services relate to the provision of lines, signal paths, scanning and transmission. The Customer agrees that the liability of the Telephone Company is limited in accordance with, and the Telephone Company may invoke, the provisions of Paragraph 6 Limit of Liability of the General Terms and Conditions of this Agreement.

5. CANCELLATION - This Agreement may be terminated at the option of FMS at any time in the event that the Central Station is destroyed or so substantially damaged by fire or other catastrophe that it is impractical to continue service, or in the event that the CS is unable either to secure or retain the connections or privileges necessary for the transmission of signals by means of conductors between the Customer's premises and the Central Station or between the Central Station and the Municipal Fire or Police Department and FMS shall not be liable for any damages or subject to any penalty as a result of such termination. It is understood and agreed that this Agreement may be terminated by FMS in the event that the Customer fails to follow the operating instructions provided at the time this system was installed which results in an undue number of false alarms or if the premises in which the system is installed are so modified or altered after installation as to render continuation of service impractical, or in the event of default in payment of any monies due under this Agreement. In the event of such termination, FMS will refund to the Customer any advance payments made for service to be supplied subsequent to the date of such termination less any amount still due for the sale of equipment. ASSIGNMENT – FirstMile Services, LLC d/b/a FirstMile Security, and E.com Technologies, LLC d/b/a FirstMile Security shall have the right to assign or transfer its rights under the Agreement to any person, firm, association, or corporation without the consent of the Customer, provided however, that such assignee or transferee shall agree in writing to assume all obligations undertaken by FMS and contained herein.

CUSTOMER DUTIES – Customer will instruct all other persons who may use the system on its proper use. Customer will test the system's protective devices and send test signals to the Central Station in accordance with FMS's instructions or per the system's owner manual at least monthly. If the system includes space protection (i.e. ultrasonic, microwave, infrared, photo beams, under carpet mats or other such detectors) Customer will turn off, control or remove all things such as air conditioning systems, heaters, and pets that might interfere with such devices when they are turned on. Customer will complete and give FMS an emergency information form which will include the name, telephone number and passcode of each person the CS may call in the event they believe there is an emergency at Customer's premises, and other information FMS and/or the CS may require. Customer will notify FMS in writing of any changes in the persons or telephone numbers on the emergency call list. Customer agrees that FMS and/or the CS may disclose the information on the emergency information form to any governmental agency having jurisdiction over the use and operation of the system. Customer agrees that FMS and the CS may exchange information provided by the Customer from time to time as necessary without the express permission of the Customer. IF THE SYSTEM INCLUDES ANY WIRELESS DEVICES, Customer will replace the batteries as indicated by the system, and at least as frequently as specified by manufacturer instructions.

6. IT IS UNDERSTOOD THAT FMS IS NOT AN INSURER, THAT IT SHALL SPECIFICALLY BE THE OBLIGATION OF CUSTOMER TO PURCHASE ANY INSURANCE WHICH CUSTOMER DESIRES TO PROTECT ITSELF FROM LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO OCCURRENCES OR CONSEQUENCES THEREFROM, WHICH THE SERVICE OR SYSTEM IS DESIGNED TO DETECT OR AVERT.

THE AMOUNTS PAYABLE TO FMS HEREIN UNDER ARE BASED UPON THE VALUE OF THE SERVICES AND THE SCOPE OF LIABILITY AS HEREIN SET FORTH AND ARE UNRELATED TO THE VALUE OF THE CUSTOMER'S PROPERTY OR PROPERTY OF OTHERS LOCATED IN CUSTOMER'S PREMISES. FMS MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS OF THE SYSTEM OR SERVICES SUPPLIED, WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM WHICH THE SYSTEM OR SERVICES IS DESIGNED TO DETECT. IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM FAILURE ON THE PART OF FMS TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER. THE CUSTOMER DOES NOT DESIRE THIS CONTRACT TO PROVIDE FOR FULL LIABILITY OF FMS AND AGREES THAT FMS SHALL BE EXEMPT FROM LIABILITY FOR LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO OCCURRENCES, OR CONSEQUENCES THEREFROM WHICH THE SERVICE OR SYSTEM IS DESIGNED TO DETECT OR AVERT. THAT IF FMS SHOULD BE FOUND LIABLE FROM LOSS, DAMAGE OR INJURY DUE TO A FAILURE OF SERVICE OR EQUIPMENT IN ANY RESPECT, ITS LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO 10% OF THE ANNUAL SERVICE CHARGE OR \$500.00, WHICHEVER IS GREATER, AS THE AGREED UPON DAMAGES AND NOT AS A PENALTY, AS THE EXCLUSIVE REMEDY, AND THAT THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY IF LOSS, DAMAGE OR INJURY, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSON OR PROPERTY FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY THIS CONTRACT OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF FMS, ITS AGENTS OR EMPLOYEES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST FMS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION THEREFORE. IF THE CUSTOMER DESIRES FMS TO ASSUME A GREATER LIABILITY, FMS SHALL AMEND THIS AGREEMENT BY ATTACHING A RIDER SETTING FORTH THE AMOUNT OF ADDITIONAL LIABILITY AND THE ADDITIONAL AMOUNT PAYABLE BY THE CUSTOMER FOR THE ASSUMPTION BY FMS OF SUCH GREATER LIABILITY PROVIDED. HOWEVER, THAT SUCH RIDER AND ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD FMS AS AN INSURER. IN THE EVENT ANY PERSON NOT A PARTY TO THIS AGREEMENT, SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST FMS FOR FAILURE OF ITS EQUIPMENT OR SERVICE IN ANY RESPECT, CUSTOMER AGREES TO INDEMNIFY AND HOLD FMS HARMLESS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES.

SO FAR AS IT IS PERMITTED BY CUSTOMER'S PROPERTY INSURANCE COVERAGE, CUSTOMER HEREBY RELEASES, DISCHARGES AND AGREES TO HOLD FMS 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 CUSTOMER'S PREMISES WHETHER SAID CLAIMS ARE MADE BY CUSTOMER, HIS AGENTS, OR INSURANCE COMPANY OR OTHER PARTIES CLAIMING UNDER OR THROUGH CUSTOMER. CUSTOMER AGREES TO INDEMNIFY FMS AGAINST AND DEFEND AND HOLD FMS HARMLESS FROM ANY ACTION FOR SUBROGATION WHICH MAY BE BROUGHT AGAINST FMS BY ANY INSURER OR INSURANCE COMPANY OR ITS AGENTS OR ASSIGNS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES. IT IS FURTHER AGREED THAT THE LIMITATIONS ON LIABILITY AND THE OBLIGATIONS OF THE CUSTOMER, EXPRESSED HEREIN, SHALL INURE TO THE BENEFIT OF AND APPLY TO ALL PARENT, SUBSIDIARY AND AFFILIATED FMS COMPANIES AS WELL AS TO FIRST ALERT PROFESSIONAL SECURITY SYSTEMS, MICHIGAN MONITORING SERVICE, AND TO ANY OTHER COMPANY WITH WHICH FMS MAY CONTRACT TO PROVIDE ANY OF THE SERVICES SET FORTH HEREIN. IF THIS AGREEMENT PROVIDES FOR A DIRECT CONNECTION TO A MUNICIPAL POLICE OR FIRE DEPARTMENT OR OTHER ORGANIZATION, THAT DEPARTMENT, OR OTHER ORGANIZATION MAY INVOKE THE PROVISIONS HEREOF AGAINST ANY CLAIMS BY THE CUSTOMER DUE TO ANY FAILURE OF SUCH DEPARTMENT OR ORGANIZATION.

7. FMS ASSUMES NO LIABILITY FOR DELAYS IN INSTALLATION OF THE EQUIPMENT, OR FOR INTERRUPTIONS OF SERVICE DUE TO STRIKES, RIOTS, FLOODS, FIRES, ACTS OF GOD OR ANY CAUSES BEYOND THE CONTROL OF FMS AND WILL NOT BE REQUIRED TO SUPPLY SERVICE TO THE CUSTOMER WHILE INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE SHALL CONTINUE.

8. UNLESS A LONGER PERIOD IS REQUIRED, BY APPLICABLE LAW, ANY ACTION AGAINST FMS IN CONNECTION WITH THIS SYSTEM MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF THE ACTION HAS ACCRUED.