



☆☆ Lone Star Alarm Monitoring L.S.A.M., Inc. ☆☆

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LoneStarResponse.com



Customer Service Address: 18341 Sherman Way #204 Reseda, CA 91335

ALARM MONITORING AND SERVICES AGREEMENT

This Agreement is made this _____ day of _____ 20____ by and between L.S.A.M. Inc. of Texas (hereafter called LS, or Lone Star) and _____ hereafter called "Client" who is responsible for the system located or to be installed on Client's premises at:

SERVICE ADDRESS: _____
ADDRESS STREET CITY STATE ZIP

Lone Star and the "Client" have agreed as follows:

1. LONE STAR SERVICES PROVIDED:

- ☐ Alarm Monitoring
- ☐ Open & Close Supervision
- ☐ Star-Link Communication
- ☐ Star-Link Interactive
- ☐ Expanded Monitoring
- ☐ Private Alarm Response
- ☐ Video-Sentry Monitoring
- ☐ Service & repair policy

LONE STAR'S EQUIPMENT:

- ☐ Star-Link TX Valued @ \$750.00
- ☐ Video-Sentry and or Monitoring equipment valued at \$ _____

1.1 Client agrees to pay Lone Star the amount specified and comply with the following terms and conditions:

2.1. Connection of new _____ equipment or reprogramming of the existing _____ system and initial connection: the sum of _____ Dollars (\$ _____).

2.2. SERVICES: For services, the sum of \$ _____ per month, payable annually in advance. Or, the sum of \$ _____ per month, payable quarterly in advance; Quarterly payments are billed via ACH Electronic Payment from a checking account. There is a \$2.00 per month charge for any month not paid in advance.

Billing period to start 1st / 15th day of _____ . Payments are due on the 1st / 15th day of the month, for the original term of _____ months. This Agreement shall automatically be renewed for successive one (1) year terms thereafter, unless either party notifies the other in writing of its intention to terminate this Agreement, not less than thirty (30) days prior to the expiration of the original term or any renewal term thereof: Clients may cancel the LS services of this Agreement without penalty after one year of service if the Client vacates the Premises, gives written notice to LS at least thirty (30) days prior to the date of vacating, returns all LS equipment in good working order and pays all charges incurred through the cancellation date, months are not prorated. LS may not increase the monitoring charge during the original term selected, but may do so during any subsequent renewal term by giving Client thirty (30) days prior written notice.

3. PRIVATE ALARM RESPONSE: For Alarm Response the sum of \$ _____ per month, payable with the monitoring service, under the same terms and conditions as the billing period listed in section 2.2. Responses are \$ _____ per dispatch. A billing fee of \$5 per dispatch will be applied if payment is not pre-paid or paid by EFT.

4. ALARM RESPONSE SERVICE: If Client has elected to make payment under section 3 of this Agreement, LS or its agents shall dispatch its Response Agent to Client's Premises to investigate. If LS' agent observes a criminal situation or condition at the Premises, the agent shall make every reasonable attempt to notify the appropriate public authority and Client's representative of the condition. LS' Response Agents shall only take such steps, as shall be deemed necessary by LS to attempt to secure Client's Premises. Client authorizes Response Agent to make any arrests deemed necessary by LS or it's agents. In non-criminal situations; LS's, response agent will endeavor to carry out client's specific written instructions for the situation.

5.1 CLIENT'S DUTIES: Client is responsible to properly check and set the system. Client shall carefully test the system no less than monthly and promptly notify LS of any deficiencies.

5.2 Client agrees to furnish LS a written pass-code and a list of names and telephone numbers of all persons authorized to be notified . The pass-code is to confirm that when a signal is received, that no dispatch is requested. Failure to provide a correct pass-code to LS when a signal is received would establish a reasonable basis for LS to attempt to dispatch. All changes, revisions and modifications to the above shall be promptly supplied to LS in writing. Client agrees and acknowledges that the Client is responsible for providing LS agents parking for any vehicle used to respond to an alarm at the premises or on a service/repair request.

5.3 For LS's Video-Sentry Service; If selected in section#1.0; Client agrees to provide LS written dispatch criteria and viewing schedules.

5.4 Client agrees and acknowledges that it is the Client's sole responsibility to provide for any repair service or maintenance of any equipment not owned by LS. Client is responsible at their own expense for maintenance of any non-LS equipment unless they have selected the service & repair policy option in section #1.0

5.5 LS will maintain all equipment provided by LS.

6. CLIENT DEFAULT: TERMINATION: If Client fails to pay any amount herein provided within ten (10) days after the same is due and payable, or if Client fails to perform any other provisions within ten (10) days after LS has made a request in writing, or if any proceeding of bankruptcy, receivership or insolvency shall be commenced by or against Client of his property, or if Client makes any assignment for the benefit of creditors, LS shall have the right but shall not be obligated to exercise any one or more of the following remedies:

- (a) Continue to provide services and recover existing amounts due from client, in which case LS shall be entitled to recover, the monthly amounts due under this Agreement, and recover a late fee of \$10.00 per unpaid invoice item, interest at a rate of 18% APR, a collection charge of \$50.00, as well as any and all costs or charges incurred by LS concerned with the collection of amounts owed and not paid, this includes attorney's fees.
- (b) Discontinue all services upon ten (10) days written notice of LS's intent to discontinue; in which case LS shall be entitled to recover the monthly amounts due for the entire term of this Agreement, a late fee of \$10.00 per unpaid invoice, interest at a rate of 18% APR, a collection charge of \$50.00, as well as any and all costs or charges incurred by LS concerned with the collection or recovery of amounts owed and not paid, this includes attorney's fees.
- (c) Recover all equipment owned by LS (or its value at the time of cancelation not returned within ten (10) business days).

7. TRANSMISSION LINES: Client acknowledges that if the signals are transmitted over Client's regular telephone service to LS's central station, and in the event Client's telephone service is out of order, disconnected or otherwise interrupted, signals from the system will not be received by LS' central station during any such interruption in telephone service and the interruption will most likely not be known to LS. Client acknowledges that unless they have selected the Star-link communication option listed in section #1.0 that an alarm system requires a conventional telephone-line as provided by a telephone company to communicate signals to LS. A VOIP or non-conventional telephone-line is not suitable for communication of alarm signals. Client further acknowledges and agrees that telephone company lines are wholly beyond the control and jurisdiction of LS and are maintained and serviced solely by the telephone company. If the Star-link service is provided, Client acknowledges that the use of radio or cellular frequencies is controlled by the Federal Communications Commission and changes in rules, regulations and policies may necessitate discontinuing or modifying such transmission devices by LS at its option. Client further acknowledges that radio frequency or cellular transmissions may be impaired by atmospheric conditions, interference, or other events beyond the control of LS and that LS may not be aware of a condition that prevents a signal from being received by LS. Video-Sentry Monitoring requires the client to provide adequate internet service at the location.

8. INTERRUPTION OF SERVICE: LS assumes no liability for interruption or failure of monitoring service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption, or unavailability of telephone service, acts of God, or for any other cause either within or beyond the control of LS, and LS will not be required to supply monitoring service to Client while any such cause may continue. This Agreement may be suspended or cancelled at LS' option should the alarm system, Client's Premises, or LS' monitoring facilities become so substantially damaged or unstable that further service is impractical.

TERMS AND CONDITIONS OF THIS AGREEMENT CONTINUE ON THE REVERSE SIDE.

9. LS IS NOT AN INSURER: LIQUIDATED DAMAGES; LIMITATION OF LIABILITY: In consideration for the providing of service by LS, or its agents, it is understood and agreed; LS is not an insurer; insurance, if any, shall be obtained by the Client; that payments provided herein are based solely upon the perceived value of the services provided, and are unrelated to the value of the Client's property or the property or others located in Client's Premises. Client acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure of the system to operate, or a failure of LS, or of its agents, to perform any of the obligations herein with the resulting loss to the Client, because of, among other things:

- (a) The uncertain amount of value of Client'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 the police department, fire department, paramedic unit, LS' agent, or others, should they be dispatched as a result of a signal being received;
- (c) The inability to ascertain what portion, if any, of any loss would be proximately caused by LS' failure to perform or by its equipment to operate;
- (d) The uncertain nature of occurrences which might cause injury or death to Client or any other person which the system is designed to detect or avert;
- (e) The nature of the system installed or of the services provided.

Client understands and agrees that if LS or its agents should be found liable for loss due to the failure of the system or services in any respect whatsoever, LS and its agents liability shall be limited to a sum equal to ten percent (10%) of the amounts payable hereunder or Two Hundred Fifty (\$250.00) Dollars, whichever is the greater, as liquidated damages, and not as a penalty, and this liability shall be exclusive; and that provisions of this section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the obligations imposed by this contracts, or from negligence, active or otherwise, of LS, its agents or assignees or employees.

9.1 If Client wishes LS or its agents to assume a greater liability than set forth above, then an additional rider shall be attached to this Agreement outlining the terms and conditions of greater liability and an additional charge shall be borne by Client for this rider. This additional rider in no way makes LS, or its agents an insurer and only affects the maximum amount of liquidated damages Client may recover.

10. THIRD PARTY INDEMNIFICATION: When Client in the ordinary course has the property or care of others in his custody or responsibility, or the alarm system extends to protect the property of others, Client agrees to and shall indemnify, defend, and hold harmless LS, its employees and agents, for and against all claims brought by parties other than the parties to this Agreement. This provision shall apply to all claims, demands, or lawsuits, regardless of cause including LS or its responding agent's performance or failure to perform any of the obligations herein, LS' or its agent's negligence, or a failure of the monitoring equipment or service, whether these claims be based upon active or passive negligence, express or implied warranty, contribution, indemnification, or strict or product liability on the part of LS, its employees or agents.

11. ASSIGNEES/SUBCONTRACTORS OF LS: LS shall have the right to assign this Agreement to any other persons, firm or corporation without notice to Client and shall have the further right to subcontract any services, including alarm response and monitoring, which it may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to LS' maximum liability, liquidated damages, disclaimer of warranties and third party indemnification inure to the benefit of and are applicable to any assignees and/or subcontractors with the same force and effect as they bind Client to LS.

12. LS' EQUIPMENT: Client acknowledges and agrees that if LS has installed a communicator, Star-Link transmitter, or other equipment pursuant to section 1.0 of this Agreement. Upon any Client default, or termination of service, LS is authorized to enter the Premises of Client and, at LS's option to remove the equipment, remove LS' account programming information; for which the Client agrees to pay a charge of \$50.00. LS may choose to abandon it instead. Removal shall be without prejudice to the collection of any and all sums due under the term of this Agreement or extensions or renewals thereof. LS is not responsible to restore any previously installed equipment or remedy or repair anything caused by the equipment installation or it's removal. Client shall return the communicator, Star-Link transmitter, or other equipment to LS in good condition, reasonable wear and tear excepted. Client agrees not to damage, encumber, tamper with or dispose of the communicator, Star-Link transmitter, or other equipment. In the event of loss or damage to the communicator, Star-Link transmitter, or other equipment, Client agrees to pay LS the reasonable value for its replacement or repair. Client agrees that the installation of any equipment does not create a fixture to Client's Premises. Client agrees that a failure on the Client's part to allow LS ample and reasonable access to remove the equipment, or reprogram obligates the client to continue to pay for the service at full rate regardless of whether the account is actually being monitored/serviced or not.

13. FALSE ALARMS; PERMIT FEES: In the event an excessive number of false alarms are caused by Client's carelessness, equipment malfunction, malicious action, or accidental use of the alarm system, or in the event Client in any manner abuses the system, LS may in its sole discretion deem same to be a material breach of this Agreement and at its option in addition to all other remedies available to LS, be excused for further performance upon the giving of five (5) days written notice to Client. Client shall secure, pay, and maintain all licenses or permits that may be necessary from governmental or insurance authorities for the monitoring and use of the alarm system(s). Client agrees to pay any false alarm assessments, taxes, fees, or charges relating to the monitoring services or equipment provided pursuant to this Agreement, and is solely responsible for knowledge of the applicable laws and ordinances regarding them. Client agrees not to offset any such payments from the amounts to be paid LS pursuant to this Agreement. Client agrees to reimburse LS for any such sums assessed directly against LS, as well as any other costs incurred and paid by LS as a result.

14. ENTIRE AGREEMENT: This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. LS' DUTY AND OBLIGATION TO PROVIDE MONITORING SERVICE TO CLIENT ARISE SOLELY FROM THIS AGREEMENT. This Agreement supersedes all prior representations, understandings or agreements of the parties and that 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 of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. The parties agree that this Agreement is to be performed in and shall be governed by the laws of the State of Texas.

15. LONE STAR provides no expectation that any public agency will respond to any signal transmitted or received by LS or LS's communication to them. That if they respond at all, that they will respond in a timely manner, as the choice to respond and the speed with which they might respond are wholly beyond LS's' control. LS does not offer "burglar alarm" monitoring.

16.1 Client acknowledges receipt of a copy of this Agreement. The terms and conditions contained on the reverse side are incorporated by reference herein.

16.2 LS's address of record is : 3700 Idelia Ave #100 El Paso TX 79930

17. DISCLAIMER OF WARRANTIES: LS does not represent or warrant: That the monitoring or services will prevent or reduce any loss or harm by burglary, fire, hold-up, medical emergency or otherwise, or that the services will in all cases provide the protection or function for which they may be intended. Client acknowledges and agrees: that LS has made no representations or warranties expressed or implied, as to any matter whatsoever, including without limitation the condition of the monitoring equipment, its merchantability, or its fitness for any particular purpose: nor has Client relied on any representation or warranties, expressed or implied. Client further acknowledges and agrees: that any affirmation of fact or promise shall not be deemed to create an express warranty, and there are no warranties which extend beyond the face of this Agreement hereof. Client acknowledges that LS is not liable for any damage done to the property, structure, or its contents caused by any of its agents. Client further acknowledges and agrees: that LS is not an insurer; that Client assumes all risk of loss or damage to Client's Premises or to the contents thereof; and that Client has read and understands all of this Agreement, particularly Paragraphs 9, 9.1 and 10, which set forth LS' maximum liability in the event of any loss or damage to Client.

18. LS assumes no liability for any damage done to the premises during the connection, installation or any subsequent service of the system, this includes damage that is a result of either accidental or negligent acts.

19. INVALID PROVISION: If any of the terms or provisions of this Agreement shall be determined to be invalid of inoperative, all of the remaining terms and provisions shall remain in full force and effect.

20. EMERGENCY SERVICE: Client authorizes LS to take, or to not take, any measures or actions that LS or its agents deem necessary in a situation where the system is either malfunctioning or an emergency is deemed to exist, in the sole opinion of LS, and LS is unable to reach client's authorized persons. Client agrees to reimburse LS for any costs incurred by LS in such a circumstance.

THIS AGREEMENT SHALL NOT BE BINDING UPON LONE STAR UNLESS APPROVED BY LS'S COMPANY MANAGEMENT. ONLY THE LS COPY NEED BE APPROVED, UNLESS A CHANGE IN A CONDITION IS MADE. IN THE EVENT A CHANGE IN A CONDITION IS MADE, ADDED OR DELETED, THE CONDITION MUST BE APPROVED BY LS' MANAGEMENT ON THE CUSTOMER'S COPY FOR THE CHANGE TO BE BINDING ON LS.

Client: _____

(Print Name)

(Signature)

____/____/____

DATE:

ACCEPTED: Approved By _____

(Company Management)

LONE STAR: _____

Agent:

____/____/____

DATE: