



# PHILO SECURITY SYSTEMS

## CUSTOMER MONITORING INFORMATION

### ADDRESS INFORMATION

ACCT# \_\_\_\_\_

CUSTOMER NAME Town of Georgia VT LIBRARY

STREET 1697 ETHAN ALLEN HWY

City/State/zip FAIRFAX ,VT 05454

SITE PHONE NUMBER 802-524-3254

EMAIL ADMINISTRATOR@TOWNOFGEORGIA.COM

### USER CODES AND INFORMATION

Please list in the order you want called if there is an alarm

Passcode is used by the monitoring station to identify you. We suggest passcode and code be the same.

USER NAME	CODE	PASSCODE	PHONE
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

### SYSTEM INFORMATION

SYSTEM TYPE /MODLE ICT

COMM. TYPE CELLULAR



DBA **Philo Security Systems**  
**Philo Electric, LLC**  
100 State Park Road  
Charlotte, VT 05445  
(802) 425-2580 / FAX (802) 425-2579

**ALARM MONITORING AGREEMENT**

**TERMS OF SERVICE**

This agreement is made 25<sup>th</sup> day of September, 2023 \_\_\_\_\_ by and  
between PHILO SECURITY SYSTEMS, herein referred to as  
"COMPANY", and Town of Georgia VT (library)  
herein referred to as "Subscriber". (print name clearly)

This is an agreement between you ("Subscriber") and PHILO SECURITY SYSTEMS ("COMPANY") for  
the purpose of monitoring the alarm system installed at Subscriber's owned, rented or leased property  
at:

1697 Ethan Allen Hwy. \_\_\_\_\_ Fairfax \_\_\_\_\_ VT \_\_\_\_\_ 05454  
(Street Address) (City) (State) (Zip Code)

802-524-3524 \_\_\_\_\_  
(Home Number) (Cell Phone Number)

administrator@townofgeorgia.com  
(E-mail Address) *To send billing reminder/Update*

1. **TERM:** This agreement is year to year. At one year thereafter, agreement will auto renew annually at  
acceptance anniversary unless Subscriber cancels alarm monitoring service in writing and allows the  
removal by PHILO SECURITY SYSTEMS of Company account number(s) and telephone number(s)  
from Subscriber's alarm system. All terminations/cancellations **MUST BE DONE IN WRITING** 30 days  
prior to cancellation.

\_\_\_\_\_ Initials

2. **CANCELLATION:** Upon written cancellation of alarm monitoring service from Subscriber, PHILO SECURITY SYSTEMS will attempt to remove the account and telephone numbers from Subscriber's alarm equipment. Subscriber agrees to assist in that effort and make the alarm equipment available to PHILO SECURITY SYSTEMS during normal business hours. The amount of work required to recover PHILO SECURITY SYSTEMS proprietary alarm data will be billed at our prevailing labor rates, invoiced and may reduce or eliminate any refund Subscriber is due. Failure by PHILO SECURITY SYSTEMS to recover it's data may result in the continued alarm monitoring of Subscriber's alarm system. SUBSCRIBER AGREES THAT MONITORING AND BILLING WILL CONTINUE UNTIL ALL OF PHILO SECURITY SYSTEMS PROPRIETARY DATA HAVE BEEN REMOVED FROM SUBSCRIBER'S ALARM EQUIPMENT.
3. **PAST DUE STATUS:** Should client's account become 'PAST DUE' for any reason, PHILO SECURITY SYSTEMS may, at it's option and without notice to client, remove alarm reporting from a toll free communication path. Client understands that client may incur communication charges for each alarm transmission from their telephone company should the toll free service be removed. Client agrees that during the period Client's account remains in it's 'PAST DUE' status PHILO SECURITY SYSTEMS and it's designated Central Station may, at it's option, only respond to Client's alarm signals by notifying only the appropriate authorities and may, at it's option, refrain from calling Client's telephone numbers and 'call list' numbers. Client also understands that a charge of \$ 50.00 will be required before toll free reporting and regular 'call list' service can be restored.
4. **INSURANCE:** Subscriber acknowledges and agrees that PHILO SECURITY SYSTEMS is not an insurer, that subscribing to alarm monitoring will not replace insurance of any kind or pay any insurance deductible(s), that alarm systems cannot protect against loss, and that PHILO SECURITY SYSTEMS alarm monitoring service will not be held responsible in any way should loss occur.
5. **LIABILITY:** PHILO SECURITY SYSTEMS assumes NO LIABILITY OR RESPONSIBILITY whatsoever for the serviceability, operation, maintenance or function of Subscriber's alarm equipment. Additionally, PHILO SECURITY SYSTEMS cannot guarantee that Subscriber's alarm equipment provides full or even partial security coverage or will provide the security protection Subscriber intended it to provide. PHILO SECURITY SYSTEMS reserves the right to terminate WITHOUT FAULT the alarm monitoring service to any Subscriber whose alarm equipment is: a) in poor working order; b) has not been repaired after Subscriber has been notified service is needed; c) responsible for excessive alarm signals – more than 5 during a 30 day period; d) used improperly by Subscriber or Subscriber's designates. Subscriber understands and agrees that unnecessary service or false alarm calls are to be borne by Subscriber.

If excessive false alarms are caused by ANY reason, including but not limited to user error or malicious behavior, carelessness, unintended use of the alarm system, PHILO SECURITY may, at its sole discretion, deem the same to be a material breach of contract on the part of the Subscriber and may, at its sole discretion, be excused from further performance.

\_\_\_\_\_ Initials

6. **COMPANY IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY:** It is understood that PHILO SECURITY SYSTEMS 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 PHILO SECURITY SYSTEMS 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 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 the resulting loss to Subscriber because of but not limited to:
- 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, fire department or alarm response company dispatched as a result of a signal from or at the premises;
  - c) The inability to ascertain what portion, if any, of any loss would be proximately caused by PHILO SECURITY SYSTEMS or it's AGENTS failure to perform or by a failure in it's equipment to operate;
  - d) The nature of the service to be performed by PHILO SECURITY SYSTEMS or its AGENTS.
7. **COMMUNICATION LINK DISCLAIMER:** Subscriber acknowledges that Subscriber's alarm equipment utilizes a dialer, that the dialer communicates with PHILO SECURITY SYSTEMS central monitoring provider via telephone lines, DSL lines, Internet service, cellular service, via radio transmission, or by any communication path unknown now but utilized in the future and that the serviceability of any communication path is COMPLETELY BEYOND THE CONTROL OF PHILO SECURITY SYSTEMS. Subscriber agrees to hold PHILO SECURITY SYSTEMS harmless for any and all loss as a result of any and all forms of communication failure.
8. **COMMUNICATION CHARGES AND CHANGES:** Subscriber agrees to pay for all telephone line charges and/or transmission charges brought about, but not limited to: Changes in line fees, rates or service levels and those fees, taxes and adjustments levied by service providers, local, state or federal governments; Changes in tariff regulations for any service provided within the entirety of this agreement; Changes to, splitting of or adding area codes. Subscriber agrees to pay PHILO SECURITY SYSTEMS all the above fees and the current programming charges required to comply with those changes.
9. **FAILURE TO PERFORM:** PHILO SECURITY SYSTEMS assumes NO LIABILITY for failure to perform because of, but not limited to, labor trouble, riots, floods, power outages, communication failures, acts of God, or any catastrophe or condition beyond its control and is NOT REQUIRED to perform service while any such condition exists. PHILO SECURITY SYSTEMS shall have the right to cancel an existing agreement with or without notice in the event any telephone carrier discontinues certain grades of service, if Subscriber's premises including communication capability or PHILO SECURITY SYSTEMS central station provider should be destroyed or rendered inoperative by fire or other catastrophe.

\_\_\_\_\_ Initial

10. **DAMAGES:** Subscriber understands and agrees that if PHILO SECURITY SYSTEMS should be found liable for loss or damage due to failure of PHILO SECURITY SYSTEMS or its AGENTS 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, PHILO SECURITY SYSTEMS and its AGENTS liability shall be limited to a sum equal to the total of Two Hundred and 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 PHILO SECURITY SYSTEMS or its AGENTS, ASSIGNS, or EMPLOYEES.
11. **WARRANTY OR MERCHANTABILITY:** PHILO SECURITY SYSTEMS makes no expressed or implied warranties as to any matter whatsoever, including, but without limitation, the condition of the equipment, it's merchantability or its fitness for any particular use.
12. **SUBSCRIBER'S DAILY OPERATIONAL OBLIGATIONS AND RESPONSIBILITY:** Subscriber agrees to carefully and properly test and set system daily, including walk test if movement detection devices are installed, and will notify PHILO SECURITY SYSTEMS of any operating defect and have it repaired in a timely manner.
13. **POLICE DEPARTMENT/LOCAL, STATE REGULATIONS; SUBSCRIBER'S SOLE RESPONSIBILITY:** If Subscriber's local police department requires a permit, Subscriber agrees to pay for, get and immediately forward a copy of permit to PHILO SECURITY SYSTEMS at its address of record. Subscriber understands and accepts that PHILO SECURITY SYSTEMS is NOT RESPONSIBLE for maintaining Subscriber's police permit, paying local fees associated with police permits or permits of ANY kind. Subscriber assumes ALL responsibility and liability for the maintenance and compliance with local, state and federal regulations as they currently apply to security services and Subscriber agrees to diligently follow and pay for all local, state and federal ordinances as they apply to Subscriber's relationship with PHILO SECURITY SYSTEMS for the life of their mutual business relationship. Additionally, Subscriber understands and accepts that PHILO SECURITY SYSTEMS is not responsible for false alarm charges, will not pay them, and that police response or lack of police response may be due wholly or in part to having Subscriber's alarm account, if applicable, current with the local police department.
14. **RECONNECT FEES:** If monitoring service is suspended for ANY reason, Subscriber agrees to pay a minimum \$ 50.00 re-connect and processing fee.
15. **INCREASES IN OPERATING EXPENSES:** PHILO SECURITY SYSTEMS shall have the right to increase the annual charges provided herein to reflect any additional taxes, licenses, permits, insurance premiums, fees or charges which hereafter may be imposed on PHILO SECURITY SYSTEMS by any utility, governmental agency or insurance carrier(s) relating to the service(s) provided under the terms if this Agreement and Subscriber agrees to pay the same or cancel service.

\_\_\_\_\_ Initials

16. **OWNERSHIP:** PHILO SECURITY SYSTEMS yard signs, window decals, telephone stickers and anything with the PHILO SECURITY SYSTEMS identifier shall remain the property of PHILO SECURITY SYSTEMS. Subscriber acknowledges that none of the above is for sale and that all are used only with permission by PHILO SECURITY SYSTEMS during the period of service of Subscriber's alarm system by PHILO SECURITY SYSTEMS.
17. **NOTE:** 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.
18. **ASSIGNMENT:** This agreement is not assignable by Subscriber without written consent of PHILO SECURITY SYSTEMS. PHILO SECURITY SYSTEMS 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.

19. **FEATURES AND SERVICES:**

<b>STANDARD ALARM MONITORING</b>
On Burglary alarm activation: <ul style="list-style-type: none"> <li>• We call your home, your cell, Police/Fire Dept. or Response Agent</li> <li>• Up to 4 other phone numbers</li> </ul> For other types of alarm activation – <b>FIRE, HOLD-UP, PANIC, DURESS, MEDICAL, ENVIRONMENTAL</b> – we will contact the appropriate authority to handle the event on your behalf
<ul style="list-style-type: none"> <li>• 52 – day Communication test (residential)</li> <li>• 365 – day Communication test (commercial)</li> </ul>
<ul style="list-style-type: none"> <li>• Cell Digital Dialer Communication.</li> <li>• Central Station Notification on Loss of Power and Reserve Back-up Battery</li> </ul>
<ul style="list-style-type: none"> <li>• Keypad Notification of Wireless Transmitter Low Batteries</li> </ul>
<ul style="list-style-type: none"> <li>• Up to 10 Window Decals</li> </ul>

\_\_\_\_\_  
Initials

20. **OPTIONAL PROFESSIONAL SERVICES & CHARGES:** Can be ordered as needed in writing via mail, fax or e-mail ONLY.

• Programming Changes (Remote Access)	\$ 35.00 per written request
• Activity Reports: E-Mailed (Remote Access)	\$ 10.00 ea
User code updates or changes (Remote Access)	\$ 25.00

21. **Subscriber has read, understands and accepts the terms of this Agreement and is signing up for Alarm Monitoring Service:**

Please Note that some costs include Cellular transmission eliminating phone lines. All costs below are a yearly fee.

Residential/Commercial Security Alarm Monitoring @ 210 per year \_\_\_\_\_ Initial  
 PHONE LINE (Weekly transmission test)

Residential/ Commercial Security Alarm Monitoring @ 270 per year \_\_\_\_\_ Initial  
 WIFI (Weekly transmission test)

Residential/ Commercial Security Alarm Monitoring @ \$330 per year \_\_\_\_\_ Initial  
 CELL (Weekly Transmission Test)

Residential Security Total Connect Service for Honeywell \_\_\_\_\_ Initial  
 @ 60.00 per year Remote system control

Commercial Security / Fire Alarm Monitoring@ \$369.95 per year \_\_\_\_\_ Initial  
 (Phone Line Daily Transmission Test)

Commercial Fire Alarm Monitoring @ \$492.00 per year \_\_\_\_\_ Initial  
 (Cell Hourly Transmission Test)

Digital Remote Keypad @ \$25.00 per year \_\_\_\_\_ Initial  
 (Security Only – 4 Users) NAPCO PANELS ONLY

Customer signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_

(For use by Philo Security only below this point)

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Account Number: \_\_\_\_\_