

All-In-One Commercial Agreement  
Kenneth Kirschenbaum, Esq., Tel. No. (516) 747-6700  
KIRSCHENBAUM CONTRACTS@Copyright 7-24-18

**SECURITY SOLUTIONS NORTHWEST INC**  
**1619 N. State Street**  
**Bellingham, WA 98225**  
**(360) 734-4940**

**STANDARD COMMERCIAL SECURITY AGREEMENT**

Date: \_\_\_\_\_

Subscriber's ( Company ) Name: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Site Address: \_\_\_\_\_ Cell Phone No.: \_\_\_\_\_

Billing Address (If different from site address): \_\_\_\_\_

1. SECURITY SOLUTIONS Northwest Inc. (hereinafter referred to as "SSNW" or "ALARM COMPANY") agrees to sell, install, and program, at Subscriber's premises, and Subscriber agrees to buy an electronic security system consisting of the equipment and services described in the **attached Schedule of Equipment and Services**.

Purchase Price: \$ NA plus Washington State taxes (if applicable)      Approximate date work to begin NA  
Down Payment: \$ NA      Estimated date work to be substantially completed NA  
Balance due upon completion of installation: \$ NA      Maximum Retainage allowed: 5%

2. **DESCRIPTION OF EQUIPMENT AND SERVICES:**

- Check Services Provided:  
 Central Station Monitoring    Service    Inspection    Remote Subscriber Access/Cameras    Access Control Administration  
 Alarm Signal Verification    Guard Response    Self-Monitoring    Other: (See Attached Schedule of Equipment and Services.)

3. **PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF SSNW:** Provided Subscriber performs this agreement for the full term, upon termination SSNW shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code. Software programmed by SSNW is the intellectual property of SSNW and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright Laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. The Equipment shall remain Subscriber's personal property and shall not be considered a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by SSNW. SSNW's signs and decals remain the property of SSNW and must be removed upon termination of this agreement.

4. **CHECK BOX FOR APPROPRIATE SERVICES: Only services selected are included:**  
**SERVICES AND RECURRING CHARGES: All charges are billed in advance and are plus tax, if applicable [select one option]:**  
**Billing shall be:**  Monthly    Quarter Annually    Semi-Annually    Annually

- (a) **CENTRAL STATION MONITORING CHARGES:** Subscriber agrees to pay SSNW:  
 (i) The sum of \$ \_\_\_\_\_, payable in advance for the installation and programming of the communication software and communication devices if separate from the alarm panel if not already installed.  
 (ii) The sum of \$ \_\_\_\_\_ per month for the monitoring of the Security System for the term of this agreement.

- (b) **SERVICE (Select i or ii)**  
 (i) Subscriber agrees to pay SSNW on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay SSNW for all parts and labor at time of service. Subscriber is not obligated to call SSNW for per call service and SSNW is under no duty to provide service except its warranty service during warranty period. Service by anyone other than SSNW during warranty period relieves SSNW of any further obligations under the Limited Warranty. **Subscriber to initial for per call service option: \_\_\_\_\_**  
 (ii) Subscriber agrees to pay SSNW for service of the security equipment the sum of \$ \_\_\_\_\_ per month for the term of this agreement.

(c) **INSPECTION AND TESTING:** Subscriber agrees to pay SSNW \$ \_\_\_\_\_ per month for the term of this agreement for inspection service. If this option is selected SSNW will make \_\_\_\_\_ inspection(s) per year. Unless otherwise noted in the Schedule of Equipment and Services inspection service includes testing of all accessible components to insure proper working order. If the system is UL Certified, the inspection will comply with UL requirements. SSNW will notify Subscriber 3 days in advance of inspection date. It is Subscriber's responsibility to reschedule or permit access. Testing at inspection insures only those components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair. If sprinkler alarm or other device monitoring water flow is inspected the inspection does not include inspection or testing of sufficiency of water supply, for which SSNW has no responsibility or liability.

(d) **ALARM SIGNAL VERIFICATION:** Subscriber agrees to pay SSNW the sum of \$ \_\_\_\_\_ per month for the term of this agreement. If Subscriber selects Alarm Signal Verification as a service to be provided, or if Alarm Signal Verification is required by law, SSNW or its designated central station shall verify the alarm signal by electronic telephone communication, video verification or such other verification system deemed appropriate by SSNW or as required by local law and only verified alarm conditions shall be communicated to police or fire department.

(e) **REMOTE SUBSCRIBER ACCESS / VIDEO STREAMING DATA [VSD] / CCTV / AUDIO / SELF-MONITORING:** Subscriber agrees to pay SSNW the sum of \$ \_\_\_\_\_ per month for the term of this agreement. Select remote access / video / audio services to be provided:  
 Recording Device    Central Station Remote Video / Audio Monitoring for Live Streaming    Video Clips Monitored Upon Alarm Activation Only  
 Verification Recorded Video Clips    Cloud Service Data Storage and Retrieval    Remote Access By Subscriber  
 Video Data to Subscriber's Smart Phone    Self-Monitoring    Audio    Other (describe): \_\_\_\_\_

- (f) **ACCESS CONTROL ADMINISTRATION SERVICES:** Subscriber agrees to pay SSNW the sum of \$\_\_\_\_\_ per month for the term of this agreement. Select Access Control Administration services to be provided:  
 Remote Access Administration     On-Site Administration     Data Storage     Data Backup
- (g) **GUARD RESPONSE:** Subscriber agrees to pay SSNW the sum of \$\_\_\_\_\_ per month for the term of this agreement which includes 2 guard response calls per calendar year. Additional guard responses are billed at current market rate.
- (h) **SELF-MONITORING:** Subscriber agrees to pay SSNW the sum of \$\_\_\_\_\_ per month for the term of this agreement, for self-monitoring services. Self-Monitoring is provided by third party vendors who facilitate signals and data from Subscriber's alarm system to Subscriber's Internet or Cellular connected device. Unless Subscriber has selected Central Station Monitoring, signals from Subscriber's security system will not be monitored by and no signals will be received by any professional central station.
- IN LIEU OF SEPARATE RECURRING CHARGES IN PARAGRAPHS 4(a)-(h) ABOVE, SUBSCRIBER SHALL PAY \$\_\_\_\_\_ PER MONTH WHICH INCLUDES ALL THE CHECKED SERVICES IN PARAGRAPHS 4(a)-(h).**
5. **TERM OF AGREEMENT / RENEWAL:** The term of this agreement shall be for a period of 5 years and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other of their intention not to renew the agreement at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof SSNW shall be permitted from time to time to increase all charges by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase. SSNW may invoice Subscriber in advance monthly, quarterly, or annually at SSNW's option. Unless otherwise specified herein, all recurring charges for 4(a)-(h) services shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month.
6. **CENTRAL STATION MONITORING SERVICES:** Upon receipt of an alarm signal, video, or audio transmission, from Subscriber's security system, SSNW or its designee central station shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department [First Responders] depending upon the type of signal received. Not all signals or transmissions will require notification to the authorities and Subscriber may obtain a written response policy from SSNW. No response shall be required for supervisory, loss of communication pathway, trouble, or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of SSNW or SSNW's designee central station and SSNW does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals and transmissions are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication, and pass through communication networks wholly beyond the control of SSNW and are not maintained by SSNW except SSNW may own the radio network, and SSNW shall not be responsible for any failure which prevents transmission signals from reaching the central station monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish SSNW with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List, SSNW will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text, or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with SSNW's notification obligation. All changes and revisions shall be supplied to SSNW in writing. Subscriber authorizes SSNW to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting central station to monitor video or sound then upon receipt of an alarm signal, central station shall monitor video or sound for so long as central station, in its sole discretion, deems appropriate to confirm an alarm or emergency condition. If Subscriber requests SSNW to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay SSNW \$90.00 for each such service. SSNW may, without prior notice, suspend or terminate its services, in SSNW's sole discretion, in event of Subscriber's default in performance of this agreement or in event central station facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms or runaway signals. Central station is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by SSNW.
7. **REPAIR SERVICE:** Repair service pursuant to paragraph 4(b)(ii), includes all parts and labor, and SSNW shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, water, insects, vermin, lightning, or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without SSNW's written consent.
8. **SUBSCRIBER REMOTE ACCESS:** If Remote Access is included in the Schedule of Equipment and Services to be installed and services provided by SSNW, the equipment will transmit data via Subscriber's high-speed Internet, cellular or radio communication service from remote device supplied by SSNW or Subscriber's Internet or wireless connection device which is compatible with SSNW's remote services. SSNW will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed or, when system design permits, connect the system to the Internet, over which SSNW has no control. The remote services server is provided either by SSNW or a third party. SSNW shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. SSNW shall have no responsibility for failure of data transmission, corruption or unauthorized access by hacking or otherwise and shall not monitor or view the camera data. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology or any other established criteria for encryption and SSNW shall have no liability for access to the alarm system by others.
9. **WIRELESS AND INTERNET ACCESS CAPABILITIES:** Subscriber is responsible for supplying high-speed Internet access and/or wireless services at Subscriber's premises. SSNW does not provide Internet service, maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments for remote access to the system, SSNW will authorize Subscriber access. SSNW is not responsible for Subscriber's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and SSNW shall have no liability for such third party unauthorized access. SSNW is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. SSNW is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to Subscriber's system will be at Subscriber's expense. If Subscriber is Self-Monitoring, no signals will be received unless Subscriber has access to the selected mode of communication pathway such as cellular, radio or Internet service.
10. **ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS / ACCESS CONTROL ADMINISTRATION:** If Access Control is selected as a service to be provided and included in the Schedule of Equipment and Services, Access Control equipment shall be connected to a computer supplied by the Subscriber and connected to Subscriber's computer network. If data storage or backup is a selected service SSNW or its designee shall store and/or backup data received from Subscriber's system for a period of one year. SSNW shall have no liability for data corruption or inability to retrieve data even if caused by SSNW's negligence. Subscriber's data shall be

maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Internet access is not provided by SSNW and SSNW has no responsibility for such access or IP address service. SSNW shall have no liability for unauthorized access to the system through the Internet or other communication networks or data corruption or loss for any reason whatsoever. If Access Control Administration is selected as a service to be provided SSNW will maintain the data base for the operation of the Access Control System. Subscriber will advise SSNW of all change in personnel and or changes in access levels of authorization and restrictions, providing access card serial numbers or biometric data and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to SSNW regarding personnel access must be in writing via email or fax to addresses designated by SSNW. SSNW shall have remote Internet access to the Subscriber's designated access control computer to program and make data base updates to the system. Subscriber is responsible for maintaining its computer and computer network and Internet access.

- 11. AUDIO / VIDEO SYSTEM OPERATION AND LIMITATIONS:** If Audio / Video System is selected as a service to be provided and included in the Schedule of Equipment and Services, and if video equipment is attached to a recorder, it shall not be used for any other purpose. SSNW shall be permitted to access and make changes to the system's operation on site and over the internet. If data storage is selected service, SSNW shall store data received from Subscriber's system for one year. SSNW shall have no liability for data corruption or inability to retrieve data even if caused by SSNW's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Telephone or internet access is not provided by SSNW and SSNW has no responsibility for such access or IP address service. If system has remote access SSNW is not responsible for the security or privacy of any wireless network system or router, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock outs. SSNW shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever. If audio or video devices are installed, Subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. SSNW has made no representations and has provided no advice regarding the use of audio or video devices, and it is Subscriber's sole responsibility to use the camera and audio devices lawfully.
- 12. GUARD RESPONSE:** If guard response is specified as a service to be provided, upon receipt of an alarm signal, SSNW or its subcontractor shall as soon as may be practical send one or more of its guards to the Subscriber's premises. Unless the guard determines that the alarm is a false alarm and that no situation requiring police or fire department services exist, the guard shall notify the central station or police or fire department directly that an emergency situation exists and wait up to 15 minutes for the municipal police or fire department personnel or Subscriber to arrive at the premises and if permitted by the police shall assist in making a search of the premises to determine the cause of the alarm condition. If provided with keys to the premises the guard shall endeavor to secure the premises. However, Subscriber acknowledges that the guard is not required to enter the premises and shall not be required to remain stationed at Subscriber's premises for more than 15 minutes after initial arrival.

### LIMITED WARRANTY ON SALE

- 13.** In the event that any part of the security equipment becomes defective, SSNW agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. SSNW reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life. SSNW is not the manufacturer of the equipment and other than SSNW's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. **Except as set forth in this agreement, SSNW makes no express warranties as to any matter whatsoever, including, without limitation to, unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose and SSNW shall not be liable for consequential damages.** SSNW does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. **SSNW expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose.** The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than SSNW. Subscriber acknowledges that any affirmation of fact or promise made by SSNW shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on SSNW's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that SSNW has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for SSNW's breach of this agreement or negligence to any degree under this agreement is to require SSNW to repair or replace, at SSNW's option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 4(b)(ii) of this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, SSNW will procure all permits required by local law and will provide a Certificate of Workman's Compensation prior to starting work.

### GENERAL PROVISIONS

- 14. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL:** SSNW shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including SSNW's negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of SSNW, SSNW shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber agrees to pay SSNW the sum of \$1,000 per day for each business day the work is re-scheduled or delayed by Subscriber or others engaged by Subscriber through no fault of SSNW on less than 24 hour notice to SSNW. If installation is delayed for more than one year from date hereof by Subscriber or other contractors engaged by Subscriber and through no fault of SSNW, Subscriber agrees to pay an additional 5% of the contract Purchase Price upon installation. Subscriber assumes all risk of loss of material once delivered to the job site. Should SSNW be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay SSNW for such service or material.
- 15. TESTING OF SECURITY SYSTEM:** The parties hereto agree that the security equipment, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the security equipment and to notify SSNW if any equipment is in need of repair. Service, if provided, is pursuant to paragraphs 4 and 7. SSNW shall not be required to service the security equipment unless it has received notice from Subscriber, and upon such notice, SSNW shall, during the warranty or repair service plan period, service the security equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m. Subscriber agrees to test and inspect the security equipment and to advise SSNW of any defect, error or omission in the security equipment. In the event Subscriber complies with the terms of this agreement and SSNW fails to repair the security equipment within 36 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Subscriber agrees to send notice that the security equipment is in need of repair to SSNW, in writing, by certified or registered mail, return receipt requested, and Subscriber shall not be responsible for payments due while the security equipment remains inoperable. In any lawsuit between the parties in which the condition or operation of the security equipment is in issue, the Subscriber shall be precluded from raising the issue that the security equipment was not operating unless the Subscriber can produce a post office certified or registered receipt signed by SSNW, evidencing that warranty service was requested by Subscriber.
- 16. CARE AND SERVICE OF SECURITY SYSTEM:** Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning, or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service under paragraph 4(b) (ii) and will be repaired or replaced at

Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without SSNW's written consent.

17. **ALTERATION OF PREMISES FOR INSTALLATION:** SSNW is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in SSNW's sole discretion for the installation and service of the security system, and SSNW shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement.
18. **SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:** Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high-speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by SSNW.
19. **LIEN LAW:** SSNW or any subcontractor engaged by SSNW to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.
20. **INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS:** Subscriber agrees to defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless SSNW, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or by Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by SSNW's performance, negligence or failure to perform any obligation under or in furtherance of this agreement. Parties agree that there are no third-party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against SSNW or SSNW's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of SSNW. SSNW shall have the right to assign this agreement and shall be relieved of any obligations herein upon such assignment.
21. **EXCULPATORY CLAUSE:** SSNW and Subscriber agree that SSNW is not an insurer, and no insurance coverage is offered herein. The security system, equipment, and SSNW's services are designed to detect and reduce certain risks of loss, though SSNW does not guarantee that no loss or damage will occur. SSNW is not assuming liability, and, therefore, shall not be liable to Subscriber or any other third party for any loss, economic or non-economic, in contract or tort, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by SSNW's breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty.
22. **INSURANCE / ALLOCATION OF RISK:** Subscriber shall maintain a policy of Comprehensive General Liability and Property Insurance for liability, casualty, fire, theft, and property damage under which Subscriber is named as insured and SSNW is named as additional insured and which shall cover any loss or damage SSNW's services are intended to detect to one hundred percent of the insurable value or potential risk. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment, system or SSNW's services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. SSNW shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against SSNW and its subcontractors for loss or damages caused by perils intended to be detected by SSNW's services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.
23. **LIMITATION OF LIABILITY:** SUBSCRIBER AGREES THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF SSNW AS A RESULT OF SSNW'S BREACH OF THIS CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF SSNW'S OBLIGATIONS PURSUANT TO THIS AGREEMENT OR ANY OTHER LEGAL DUTY, EQUIPMENT FAILURE, HUMAN ERROR, OR STRICT PRODUCTS LIABILITY, WHETHER ECONOMIC OR NON-ECONOMIC, IN CONTRACT OR IN TORT, THAT SSNW'S LIABILITY SHALL BE LIMITED TO THE SUM OF \$250.00 OR 6 TIMES THE MONTHLY PAYMENT FOR SERVICES BEING PROVIDED AT TIME OF LOSS, WHICHEVER IS GREATER. IF SUBSCRIBER WISHES TO INCREASE SSNW'S AMOUNT OF LIMITATION OF LIABILITY, SUBSCRIBER MAY, AS A MATTER OF RIGHT, AT ANY TIME, BY ENTERING INTO A SUPPLEMENTAL AGREEMENT, OBTAIN A HIGHER LIMIT BY PAYING AN ANNUAL PAYMENT CONSONANT WITH SSNW'S INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXCULPATORY CLAUSE, INDEMNITY, INSURANCE, ALLOCATION OF RISK AND LIMITATION OF LIABILITY PROVISIONS.

24. **LEGAL ACTION / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION:** The parties agree that due to the nature of the services to be provided by SSNW, the payments to be made by the Subscriber for the term of this agreement form an integral part of SSNW's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix SSNW's actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to SSNW, Subscriber shall be immediately liable for any unpaid installation and invoiced charges plus 80% of the balance of all payments for the entire term of this agreement as LIQUIDATED DAMAGES and SSNW shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to remotely re-program or delete any programming without relieving Subscriber of any obligation herein.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE.

The prevailing party in any litigation or arbitration is entitled to recover its reasonable legal fees from the other party. In any action commenced by SSNW against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. SUBSCRIBER AGREES THAT SUBSCRIBER MAY BRING CLAIMS AGAINST SSNW ONLY IN SUBSCRIBER'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY DISPUTE BETWEEN THE PARTIES OR ARISING OUT OF THIS AGREEMENT, INCLUDING ISSUES OF ARBITRABILITY, SHALL, AT THE OPTION OF ANY PARTY, BE DETERMINED BY BINDING AND FINAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICES INC., ITS SUCCESSORS OR ASSIGNS, PURSUANT TO ITS ARBITRATION RULES AT [WWW.ARBTRATIONSERVICESINC.COM](http://WWW.ARBTRATIONSERVICESINC.COM), EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED. The arbitrator shall be bound by the terms of this agreement and is authorized to conduct proceedings by telephone, video or by submission of papers. By agreeing to this arbitration provision, you are waiving your right to a jury trial, waiving your right to appeal the arbitration award and waiving your right to participate in a class action. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address in this agreement or another address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of Washington and agree that any litigation or arbitration between the parties may be commenced and maintained in the county where SSNW's principal place of business is located or Nassau County, New York. The parties waive trial by jury in any action between them unless prohibited by law. Any action between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings by either party must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against SSNW in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE DISPUTES AND THAT ARBITRATION IS BINDING AND FINAL AND THAT SUBSCRIBER IS WAIVING SUBSCRIBER'S RIGHT TO TRIAL IN A COURT OF LAW AND OTHER RIGHTS.



**Customer Information:**

Property Owner / Company: City of Lynden (Billing Info same as Lynden Fire Station)

Billing address of Property Owner: \_\_\_\_\_

Property Owner Telephone No.: \_\_\_\_\_ Email: \_\_\_\_\_ Cell Phone No: \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_

A/P Telephone No.: \_\_\_\_\_ Email: \_\_\_\_\_  I would like to receive paperless invoices

Name of the Property Monitored: \_\_\_\_\_

Physical address of Property Monitored: \_\_\_\_\_

**Property Management:**     YES     NO

Property Management Company: \_\_\_\_\_

Property Management Contact: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Email: \_\_\_\_\_

Do you want Property Management to be billed?\_  YES     NO

Billing address of Property Management: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Email: \_\_\_\_\_  I would like to receive paperless invoices





ACCOUNT / SITE \_\_\_\_\_

ACCOUNT ADMINISTRATOR

Preferred Contact Method

Name \_\_\_\_\_  
Email \_\_\_\_\_  
Phone \_\_\_\_\_

Phone   
Email

IT CONTACT

Name \_\_\_\_\_  
Email \_\_\_\_\_  
Phone \_\_\_\_\_

Phone   
Email

OTHER AUTHORIZED CONTACTS (Able to request paid service and site info)

Name \_\_\_\_\_  
Email \_\_\_\_\_  
Phone \_\_\_\_\_

Phone   
Email

Name \_\_\_\_\_  
Email \_\_\_\_\_  
Phone \_\_\_\_\_

Phone   
Email

Name \_\_\_\_\_  
Email \_\_\_\_\_  
Phone \_\_\_\_\_

Phone   
Email