



349 Southland Drive
Lexington, KY 40503
859-276-0404

RESIDENTIAL ALARM MONITORING AGREEMENT
TERMS OF SERVICE

This agreement is made _____ day of _____, 20_____ by and between C.I.V.A INC.
D/B/A VACUFLO OF KENTUCKY, herein referred to as

“COMPANY”, and _____, herein referred to as “Subscriber”.
(Print name clearly)

This is an agreement between you (“Subscriber”) and CIVA INC. D/B/A VACUFLO OF KENTUCKY
(“COMPANY”) for the purpose of monitoring the residential alarm system installed at Subscriber’s owned,
rented or leased property at:

(Street Address) (City) (State) (Zip Code)

(Home Number) (Cell Phone Number)

- 1. ALARM MONITORING: Service will commence when CIVA Inc. has processed Subscriber’s paperwork and alarm signals sent from Subscriber’s residential alarm system have been received and validated by our alarm monitoring company.
2. TERM: This agreement is month to month. Subscriber must cancel alarm monitoring service in writing and allows the removal by CIVA Inc. of company account number(s) and telephone number(s) from Subscriber’s alarm system, Subscriber authorizes CIVA Inc. to charge Subscriber’s credit card for another term/year of alarm monitoring service at the same rate unless changes in the rate occur and subscriber is notified. This procedure will be repeated annually unless Subscriber or CIVA Inc. terminates service. All terminations/cancellations MUST BE DONE IN WRITING 30 days prior to cancellation.
REFUNDS WILL NOT BE SENT UNTIL CIVA INC. CAN VERIFY THAT THE ACCOUNT NUMBER (S) AND TELEPHONE NUMBER (S) ASSIGNED TO SUBSCRIBER’S ALARM EQUIPMENT HAVE BEEN REMOVED FROM SUBSCRIBER’S ALARM EQUIPMENT.
3. REFUNDS: Upon written cancellation of alarm monitoring service from Subscriber, CIVA Inc. 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 CIVA Inc. during normal business hours.
4. PAST DUE STATUS: Should client’s account become ‘PAST DUE’ for any reason, CIVA Inc., may, at its option and without notice to client, remove alarm reporting from a toll free communication path. Subscriber understands that client may incur communication charges for each alarm transmission from their telephone company should the toll free service be removed. Subscriber agrees that during the period Subscriber’s account remains in its ‘PAST DUE’ status CIVA Inc. and it’s designated Central Station may, at it’s option, only respond to Subscriber’s alarm signals by notifying only the appropriate authorities and may, at it’s option, refrain from calling Subscribers telephone numbers and ‘call list’ numbers. Subscriber also understands that a charge of \$ 25.00 will be required before toll free reporting and regular ‘call list’ service can be restored.
5. INSURANCE: Subscriber acknowledges and agrees that CIVA Inc. 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 CIVA Inc.’s alarm monitoring service will not be held responsible in any way should loss occur.

_____Initials

6. **LIABILITY** CIVA Inc. assumes NO LIABILITY OR RESPONSIBILITY whatsoever for the serviceability, operation, maintenance or function of Subscriber's alarm equipment. Additionally, CIVA Inc. 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. CIVA Inc. 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, CIVA Inc. 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.

7. **COMPANY IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY:** It is understood that CIVA Inc. is **not an insurer**: that insurance, if any, shall be obtained by the Subscriber: that the payments provided herein are based solely on the value of the services set forth herein and are unrelated to the value of the Subscriber's property or the property of others located on Subscriber's premises; that CIVA Inc. makes no guaranty or warranty, including any implied warranty of merchantability of fitness that the equipment or services supplied will avert or prevent occurrences or the consequences 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:
- 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;
 - 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;
 - The inability to ascertain what portion, if any, of any loss would be proximately caused by CIVA Inc. or its AGENTS failure to perform or by a failure in it's equipment to operate;
 - The nature of the service to be performed by CIVA Inc. or its AGENTS.
8. **COMMUNICATION LINK DISCLAIMER:** Subscriber acknowledges that Subscriber's alarm equipment utilizes a dialer & cell radio transmissions, that the dialer communicates with a CIVA Inc. 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. CIVA Inc. Subscriber agrees to hold CIVA Inc. harmless for any and all loss as a result of any and all forms of communication failure.
9. **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 a CIVA Inc. the above fees and the current programming charges required to comply with those changes.

FAILURE TO PERFORM: CIVA Inc. 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. CIVA Inc. 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 CIVA Inc.'s central station provider should be destroyed or rendered inoperative by fire or other catastrophe.

DAMAGES: Subscriber understands and agrees that if CIVA Inc. should be found liable for loss or damage due to failure CIVA Inc. 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, CIVA Inc. 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 or its CIVA Inc. AGENTS, ASSIGNS, or EMPLOYEES.

10. **WARRANTY OR MERCHANTABILITY:** CIVA Inc. makes no expressed or implied warranties as to any matter whatsoever, including, but without limitation, the condition of the equipment, its merchantability or its fitness for any particular use.
11. **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 CIVA Inc. of any operating defect and have it repaired in a timely manner.
12. **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 CIVA Inc. at its address of record. Subscriber understands and accepts that CIVA Inc. 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 CIVA Inc. for the life of their mutual business relationship. Additionally, Subscriber understands and accepts that CIVA Inc. 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.

_____Initials

13. **RECONNECT FEES:** If monitoring service is suspended for ANY reason, Subscriber agrees to pay a minimum \$ 25.00 re-connect and processing fee and authorizes to CIVA Inc. charge SUBSCRIBER for the re-connect fee prior to the re-establishment of alarm monitoring service.
14. **INCREASES IN OPERATING EXPENSES:** CIVA Inc. 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 CIVA Inc. by any utility, governmental agency or insurance carrier(s) relating to the service(s) provided under the terms of this Agreement and Subscriber agrees to pay the same or cancel service.
15. **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.
16. **ASSIGNMENT:** This agreement is not assignable by Subscriber without written consent of CIVA Inc. CIVA Inc. shall have the right to assign this agreement or subcontract any of the services it may perform. There are NO VERBAL understandings changing or modifying this Agreement.
17. **FEATURES AND SERVICES:**

STANDARD RESIDENTIAL ALARM MONITORING
n Burglary alarm activation: <ul style="list-style-type: none"> • We call your home, your cell, Police/Fire Dept. or Response Agent • Up to 4 other phone numbers For other types of alarm activation – FIRE, HOLD-UP, PANIC, DURESS, MEDICAL, ENVIRONMENTAL – we will contact the appropriate authority to handle the event on your behalf
<ul style="list-style-type: none"> • Keypad Notification Communication Failure Notification
<ul style="list-style-type: none"> • Keypad Notification Loss of Power and Reserve Back-up Battery
<ul style="list-style-type: none"> • Keypad Notification of Wireless Transmitter Low Batteries
<ul style="list-style-type: none"> • 1 Yard Signs and up to 8 Window Decals

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

Alarm monitoring @\$25.00 per month via Home Telephone Line (prior to 2017 only)
Alarm monitoring @ \$35.00 per month via Cell Radio Transmission

Subscriber Signature

Print Name

Email Address (Copy of Agreement will be emailed to you for your records)

Billing Cycle (Please Circle) Quarterly Semi-Annual Annually

Date



349 Southland Drive
Lexington, KY 40503
859-276-0404

CREDIT CARD AUTHORIZATION FORM

Automatic Payment

Land Line
3 Months = \$75.00
6 Months = \$150.00
12 Months = \$275.00

Starlink/Connect
3 months = \$105.00
6 months = \$210.00
12 months = \$385.00

Monitoring is billed on the 15th of the month prior to your monitoring period.

Authorization Agreement for Automatic Payments

I hereby authorize my financial institution to charge the account I have specified on the form below for the amount of my Civa Incorporated/Vacuflo of Kentucky Alarm Monitoring Service bill. I agree that each charge to my account shall be the same as if I had signed a check to pay my bill. This authority will remain in effect until I notify Vacuflo of Kentucky. If I change the account number or financial institution specified, I will provide written authorization for the change to Vacuflo of Kentucky. In addition, I have the right to stop payment of the charge by notifying Vacuflo of Kentucky. I understand that both the financial institution and Vacuflo of Kentucky reserve the right to terminate the payment plan and/or my participation therein.

Payment Pre-Authorization

I authorize Civa Incorporated/Vacuflo of Kentucky to keep my signature on file AND to charge my Credit Card / Debit Card (check appropriate card)

Visa MasterCard American Express Discover

Card Number: _____

Expiration Date _____ 3 or4 digit code _____

Cardholder _____

Authorized Signature _____

Note: It is your responsibility to inform CIVA Inc. of any updates or changes with the above listed card.