



Security on the Spot

Security on the Spot, Inc.
401 Interlocken Blvd, Suite 3217
Broomfield, CO 80021
(844) SOS-ASAP
www.security-on-the-spot.com

RESIDENTIAL ALARM MONITORING AGREEMENT

This Agreement is made _____ day of _____, 20____ by and between SECURITY ON THE SPOT, INC., herein referred to as "COMPANY", and _____, (print name clearly) herein referred to as "Subscriber".

This is an Agreement between you ("Subscriber") and SECURITY ON THE SPOT, INC. ("COMPANY") for the purpose of monitoring the residential alarm system being installed at the Subscriber's owned, rented or leased property at:

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

(E-mail Address) (Home Phone Number) (Mobile Phone Number)

1. **ALARM MONITORING:** Service will commence when SECURITY ON THE SPOT, INC. has processed Subscriber's paperwork, installation has been completed with alarm signals sent from Subscriber's residential alarm system being transmitted, received and validated by our designated alarm monitoring center, and Subscriber's credit card for the first quarter of residential alarm monitoring service has been processed.
2. **TERM:** This Agreement is for the period of twelve months and will renew annually thereafter unless Subscriber cancels alarm monitoring service in writing. Subscriber authorizes SECURITY ON THE SPOT, INC. to charge Subscriber's credit card quarterly for continued alarm monitoring service at the same rate or as adjusted (specified in paragraphs 7 and 13). All cancellations MUST be in writing 30 days prior to the discontinuance of services.
3. **INSURANCE:** Subscriber acknowledges and agrees that SECURITY ON THE SPOT, 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 SECURITY ON THE SPOT, INC. will not be held responsible in any way should a loss occur.
4. **LIABILITY:** SECURITY ON THE SPOT, INC. assumes NO LIABILITY OR RESPONSIBILITY whatsoever for the serviceability, operation, maintenance or function of Subscriber's alarm equipment. Additionally, SECURITY ON THE SPOT, 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. SECURITY ON THE SPOT, 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, SECURITY ON THE SPOT, 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.
5. **COMPANY IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY:** It is understood that SECURITY ON THE SPOT, 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 SECURITY ON THE SPOT, 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:
 - 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 SECURITY ON THE SPOT, INC. or its AGENTS failure to perform or by a failure in it's equipment to operate;
 - d. The nature of the service to be performed by SECURITY ON THE SPOT, INC. or its AGENTS.
6. **COMMUNICATION LINK DISCLAIMER:** Subscriber acknowledges that Subscriber's alarm equipment utilizes Internet service and/or cellular service and that the serviceability of any communication path is COMPLETELY BEYOND THE CONTROL OF SECURITY ON THE SPOT, INC. Subscriber agrees to hold SECURITY ON THE SPOT, INC. harmless for any and all loss as a result of any and all forms of communication failure.

7. **COMMUNICATION CHARGES AND CHANGES:** Subscriber agrees to pay for all Internet and/or cellular 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. Subscriber acknowledges their responsibility of paying the communication service fees associated with the proper operation of their security system.
8. **FAILURE TO PERFORM:** SECURITY ON THE SPOT, 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. SECURITY ON THE SPOT, 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 SECURITY ON THE SPOT, INC.'s central station provider should be destroyed or rendered inoperative by fire or other catastrophe.
9. **DAMAGES:** Subscriber understands and agrees that if SECURITY ON THE SPOT, INC. should be found liable for loss or damage due to failure of SECURITY ON THE SPOT, 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, SECURITY ON THE SPOT, 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 SECURITY ON THE SPOT, INC. or its AGENTS, ASSIGNS, or EMPLOYEES.
10. **WARRANTY OR MERCHANTABILITY:** SECURITY ON THE SPOT, 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 SECURITY ON THE SPOT, 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 the fee and forward a copy of the permit to SECURITY ON THE SPOT, INC. at its address of record. Subscriber understands and accepts that SECURITY ON THE SPOT, 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 SECURITY ON THE SPOT, INC. for the life of their mutual business relationship. Additionally, Subscriber understands and accepts that SECURITY ON THE SPOT, 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.
13. **INCREASES IN OPERATING EXPENSES:** SECURITY ON THE SPOT, 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 SECURITY ON THE SPOT, 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. An increase in the annual monitoring rate of over 5% allows at the Subscriber's discretion the right to cancel monitoring services within 30 days of such an increase by written notice.
14. **OWNERSHIP:** SECURITY ON THE SPOT, INC. yard signs, window decals, and anything with the SECURITY ON THE SPOT, INC. identifier shall remain the property of SECURITY ON THE SPOT, INC. Subscriber acknowledges that none of the above is for sale and that all are used only with permission by SECURITY ON THE SPOT, INC. during the period of service of Subscriber's alarm system by SECURITY ON THE SPOT, INC.
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 SECURITY ON THE SPOT, INC. SECURITY ON THE SPOT, 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. Subscriber has read, understands and accepts the terms of this Agreement and is signing up for:

Standard Residential Alarm Monitoring Service: \$29.95 per month / \$89.85 per quarter / \$359.40 per year

- ☐ **Full Warranty Coverage: +\$5.00 per month** (includes labor, trip charge, parts and battery replacement)
- ☐ **Fire / Medical Monitoring: +\$5.00 per month** (required with smoke detectors / CO detectors / medical alerts)
- ☐ **Environmental Monitoring: +\$5.00 per month** (required with flood detectors / temperature sensors)
- ☐ **Thermostat Control / Door Locks / Lighting: +\$5.00 per month** (required with Z-Wave home automation devices)
- ☐ **Cellular / Radio Back-Up: +\$10.00 per month** (required with LTE Verizon cellular card)
- ☐ **Video Cloud Storage: +\$10.00 per month** (required with compliant video cameras)

18. Subscriber authorizes SECURITY ON THE SPOT, INC. to charge my credit card now for the quarterly amount I have indicated above and authorizes SECURITY ON THE SPOT, INC. to charge my credit card for services and charges that may occur during the term of this Agreement.

Customer Signature: _____ **Date:** _____



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CREDIT CARD AUTHORIZATION FORM

I hereby authorize SECURITY ON THE SPOT, INC. to charge my credit card for:

- Alarm Monitoring Service(s)
- Additional Services Requested
- Additional Equipment and Installation
- Service Call Charges and Parts Needed for Repair
- Requested Programming Changes

☐ Visa

☐ MasterCard

Cardholder Name: _____

Credit Card Billing Address: _____

(code on back of card)

Card Number: _____

3 Digit Security Code: _____

Expiration Date: _____

Authorized Signature: _____

PLEASE NOTE: IT IS THE SUBSCRIBER'S RESPONSIBILITY TO INFORM SECURITY ON THE SPOT, INC. OF ANY UPDATES OR CHANGES WITH THE ABOVE LISTED CREDIT CARD.

Failure of your credit card company to accept your credit card and/or the charges billed by SECURITY ON THE SPOT, INC. will result in the IMMEDIATE SUSPENSION of ALL SERVICES provided by SECURITY ON THE SPOT, INC.

Customer Signature: _____

Date: _____

Print Name: _____