



# CENTRAL OFFICE MONITORING AGREEMENT LOCK-IN RATES PROMOTION RENEWAL

Martin Security Systems, Inc. 2988 Voyager Drive Green Bay, WI 54311  
Ph (800) 640-3130 \* Fax (920) 432-7416 \* email: sales@martinsecurityinc.com

Subscriber's Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Site Address, City, St, Zip: \_\_\_\_\_

Agreement dated as of \_\_\_\_/\_\_\_\_/\_\_\_\_ by and between MARTIN SECURITY SYSTEMS, INC. 2988 Voyager Drive Green Bay, WI 54311 (hereinafter referred to as "MSS") and Subscriber as listed above, (hereinafter referred to as "Subscriber"). Premises where communication software and security equipment is installed listed above as Site Address. WHEREAS, Subscriber owns an electronic security system and desires central office monitoring service, the parties agree as follows:

*Renewal Options below  
Choose One*

### Terms & Conditions that apply to each selection

#### Monthly Term

Monthly  
Rate \$ \_\_\_\_\_

You agree to pay MSS the amount of the Monthly Monitoring Service Fee monthly in advance and any automatic renewals thereof. After the initial (1) month term, this Agreement will automatically renew on a month-to-month basis unless either party provides written notice of cancellation to the other party within (30) days of the expiration of the initial term of any renewal term. Subscriber agrees to pay for a full month for any month in which the Subscriber has service. Subscriber agrees to be solely responsible for any taxes, fees, or charges including sales/use tax, alarm license fees and false alarm assessments, levied or imposed by any government authority on any charges and all Telephone Company or digital VOIP provider charges related to the Central Office Monitoring Agreement.

#### 36 Month Term Fixed Rate Locked-in

Monthly  
Rate \$ \_\_\_\_\_

You agree to pay MSS the amount of the Monthly Monitoring Service Fee monthly in advance during and for each month of the term of this Agreement and any automatic renewals thereof. After the initial (36) Thirty-six month term, this Agreement will automatically renew on a month-to-month basis unless either party provides written notice of cancellation to the other party within (30) days of the expiration of the initial term of any renewal term. Subscriber agrees to pay for a full month for any month in which the Subscriber has service. Subscriber agrees to be solely responsible for any taxes, fees, or charges including sales/use tax, alarm license fees and false alarm assessments, levied or imposed by any government authority on any charges and all Telephone company or digital VOIP provider charges related to the Central Office Monitoring Agreement.

**1. MONITORING SERVICE CHARGES:** Subscriber agrees to pay MSS current established monthly monitoring service fees plus applicable taxes, to be billed quarterly or annually in advance, for the use, monitoring and servicing of the communication software for the term of this agreement commencing on the first day of the month next succeeding the date hereof, and continuing monthly thereafter. All payments being due within 10 days from the billing due date. There is no financing charge or cost of credit (0% APR) associated with this Agreement.

**2. RENEWAL INCREASE:** MSS shall be permitted, from time to time to increase the monitoring charge by an amount not to exceed twelve percent each year and Subscriber agrees to pay such increase. Such increases shall not be more frequent than twelve month intervals, unless subscriber has chosen the 36 month fixed rate lock-in option above.

**See Page 2 & 3 for additional terms & conditions of this central office monitoring contract which are part of this contract. Read them before you sign this contract. Buyer acknowledges receiving a fully executed copy of this contract at time of execution.**

**(Residential only) Cancellation:** You, the subscriber may cancel this agreement at any time prior to midnight of the third business day after the date of this transaction.

Subscriber Signature \_\_\_\_\_ Date Signed \_\_\_\_\_

Billing Address \_\_\_\_\_  
*If different than above*

E-mail address (required for billing) \_\_\_\_\_

Authorized MSS Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**Below Subscriber Agrees to have its credit card automatically charged for all charges under this contract.**

Please contact me for my (ACH) automatic check handling or automatic credit card processing information. Phone # \_\_\_\_\_  
*(OR > fill out credit card information below)*

Master Card  Visa Card # \_\_\_\_\_ Exp Date \_\_\_\_\_

3 digit verification code on back of card \_\_\_\_\_ Billing Cycle:  Annually  Quarterly (\$3.00 per quarter billing fee applies)

Credit Card Billing address \_\_\_\_\_

**Read all 3 pages of this contract, fill out & sign this page, page 1 of 3, then fax, or (scan & email), or mail, only this page.**

**3. CENTRAL OFFICE MONITORING:** MSS will connect the alarm system(s) to an independently owned and operated monitoring facility selected by MSS (herein referred to as the "Central Station"). When a burglar alarm signal from the alarm system is received, the Central Station will first try to telephone Subscriber's premises, and if there is no answer then will try to telephone the first available person on Subscriber's emergency call list, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, the Central Station will attempt to notify the municipal police department. The Central Station will also attempt to contact someone on Subscriber's emergency call list to advise them that the police have been notified. When a fire alarm, hold-up alarm or duress alarm signal is received, the Central Station will attempt to notify the police or fire department or other emergency personnel and the first available person on the emergency call list. When a non-emergency signal is received, the Central Station will attempt to contact the premises or the first available person on the emergency call list but will not notify emergency authorities. The Central Station reserves the right to verify all alarm signals by using the two-way video or voice feature of the system, if one has been installed or otherwise before notifying emergency personnel. The Central Station may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. Subscriber acknowledges that Central Station is being paid for its monitoring service by MSS and not the Subscriber. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves or other modes of communication pass through communication networks wholly beyond the control of MSS and are not maintained by MSS and, therefore, MSS shall not be responsible for any failure which prevents transmission signals from reaching the Central Station or damages arising therefrom. Subscriber agrees to furnish MSS with a written list of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. All changes and revisions shall be supplied to MSS in writing. Subscriber authorizes MSS to access the control panel to input or delete data and programming. If the equipment contains listening & or video devices permitting central office to monitor sound & video then upon receipt of an alarm signal central office shall monitor sound & video for so long as central office in its sole discretion deems appropriate to confirm an alarm condition. The Central Station will not make a decision to dispatch or not dispatch the authorities as a result of viewing the video. Video verification is an enhancement to regular alarm monitoring services, procedures for alarm monitoring will be based on information provided on the Alarm Monitoring Information Form If Subscriber requests MSS to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay MSS \$37.50 for each such service. MSS may, without prior notice, suspend or terminate its services in event of Subscriber's default in performance of this agreement. Central Station is authorized by Subscriber to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. Subscriber authorizes MSS to act on Subscriber's behalf when dealing with the Central Station. This will include permission to make any changes to the Subscriber's account database at the Central Station, including information conveyed by the Subscriber to MSS, and for MSS to directly make any changes for the purpose of maintaining the Subscriber's account.

**4. NO WARRANTIES OR REPRESENTATIONS; SUBSCRIBER'S EXCLUSIVE REMEDY:** MSS does not represent nor warrant that the security equipment, monitoring or other services will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire or other cause, or that the security equipment or services will in all cases provide the protection for which they are intended or provided. Subscriber acknowledges that MSS is not an insurer, and the Subscriber assumes all risk for loss or damage to Subscriber's premises or its contents. MSS has made no representations or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Subscriber's exclusive remedy for MSS's default of its repair obligations hereunder is to require MSS to repair or replace, at MSS's option, any equipment covered by this agreement which is nonoperational. There shall be no refund, offset or deduction in Central Station's monitoring fees for suspended service provided suspended service does not exceed 10 days. Central Station will make pro rated refund to subscriber for any period in excess of 10 days.

**5. LIMITATION OF LIABILITY:** Subscriber understands and agrees that: (a) MSS is not an insurer of Subscriber's property or the personal safety of persons in or about Subscriber's premises; (b) Subscriber will provide any insurance on Subscriber's premises and its contents; (c) the amounts paid to MSS by Subscriber are based only on the value of the equipment and services MSS provides and not on the value of Subscriber's premises or its contents; (d) MSS's equipment and services may not detect or prevent an unauthorized intrusion onto the premises or other emergency condition such as fire or smoke or water damage; (e) it is difficult to determine in advance the value of the property that might be lost, stolen, damaged or destroyed if the system or MSS's services fail to operate properly; (f) it is difficult to determine what portion, if any, of any property loss, personal injury or death would be proximately caused by MSS's: (i) breach of this agreement, (ii) failure to perform, (iii) negligence, or (iv) any failure of the system or services. Therefore, Subscriber agrees that even if a court or arbitrator decides that MSS's breach of this agreement, any failure of the system or services, or MSS's negligence (including gross negligence), caused or allowed any harm or damages (whether such harm or damages are actual, direct, incidental or consequential, including without limitation, property damage, business interruption, loss of profits, personal injury or death) to Subscriber or anyone in or about Subscriber's premises (including employees and invitees), Subscriber agrees that MSS's liability shall be limited to \$1500.00 and this shall be Subscriber's only remedy regardless of what legal theory is used to determine that MSS was liable for the harm, damages, injury or loss. **SUBSCRIBER MAY OBTAIN A HIGHER LIMITATION OF LIABILITY.** Subscriber may obtain from MSS a higher limitation of liability, by paying an additional fee to MSS. If Subscriber elects this option, a rider will be attached to this agreement which will set forth the amount of the higher limitation of liability and the amount of the fee. Agreeing to the higher limitation of liability does not mean that MSS is an insurer.

**6. CARE OF EQUIPMENT:** Subscriber agrees not to tamper with, remove or otherwise interfere with the communication software which shall remain in the same location as installed and Subscriber agrees to bear the cost of repairs or replacement made necessary as a result of any painting, alteration, remodeling or damage, including damage caused by unauthorized intrusion to the premises, lightning or electrical surge, except for ordinary wear and tear during the warranty period, in which event repair or replacement shall be made by MSS without additional charge.

**7. ALTERATION OF PREMISES FOR INSTALLATION:** MSS is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in MSS's sole discretion for the installation and service of the communication software, including any software installed to customer's computers and connection to customer's computer network. MSS shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the communication software, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the communication software under the terms of this agreement.

**8. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:** Subscriber agrees to furnish, at Subscriber's expense, 110 Volt AC power electrical outlets, receptacles, telephone hook-ups, RJ31X telephone jack or equivalent, Internet connection, high speed broadband cable or DSL and IP Address, as deemed necessary by MSS in its sole discretion and to notify MSS of any change in such service.

**9. TESTING AND SERVICE OF COMMUNICATION SOFTWARE:** The parties hereto agree that the communication software, 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 communication software and to notify MSS if it is in need of repair. MSS shall not be required to service the communication software if subscriber is in default and unless it has received notice from Subscriber, and upon such notice, MSS shall service the communication software to the best of its ability within 48 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 8 a.m. and 4 p.m. Any repair or other services provided by MSS to Subscriber's alarm or security equipment shall be at MSS's option on a per call request by Subscriber, and Subscriber shall pay for such labor and material at time such repair or other service is performed. All such repair or other service shall be governed by the terms of this agreement. In the event Subscriber complies with the terms of this agreement and MSS fails to repair the communication software within 36 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Subscriber agrees to send notice that the communication software is in need of repair to MSS, 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. If MSS fails to repair the communication software within 48 hours after receipt of said notice, Subscriber shall not be obligated to pay any amount for the communication software from date said notice is given, until the communication software is restored to working order. In any lawsuit between the parties in which the condition or operation of the communication software is in issue, the Subscriber shall be precluded from raising the issue that the communication software was not operating unless Subscriber can produce a post office certified or registered receipt, signed by MSS, evidencing that service was requested by Subscriber. Only communication and security system software is covered by service. It shall be Subscriber's sole responsibility to maintain the communication hardware in working order.

**10. LEGAL ACTION:** The parties agree that due to the nature of the services to be provided by MSS, the payments to be made by the Subscriber for the term of this agreement form an integral part of MSS's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix MSS's actual damages. Therefore, in the event Subscriber defaults in the payment of any charges to be paid to MSS, the balance of all payments for the entire term herein shall immediately become due and payable and Subscriber shall be liable for 80% thereof as liquidated damages and MSS shall be permitted to terminate all its services under this agreement and remotely re-program or delete any programming without relieving Subscriber of any obligation herein. In the event of Subscriber's breach of this agreement, MSS may at its option either remove its software or deem same sold to Subscriber for 80% of the amount specified as the value of the equipment in addition to the liquidated damages provided for herein. Should MSS prevail in any litigation between the parties Subscriber shall pay MSS's legal fees. The parties waive trial by jury in any action between them. In any action commenced by MSS against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. Any action by Subscriber against MSS must be commenced within thirteen months of the accrual of the cause of action or shall be barred. All actions or proceedings against MSS must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against MSS 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.

**11. DELAY IN INSTALLATION:** MSS shall not be liable for any damage or loss sustained by Subscriber as a result of delay in 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 MSS's negligence in the performance of this agreement. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence.

**12. COMMUNICATION SOFTWARE IS PROVIDED AS PART OF THE SERVICE AND REMAINS PERSONAL PROPERTY OF MSS:** MSS will instruct Subscriber in the proper use of the security system, install, program and service in the premises of the Subscriber, communication software, which together with lawn signs and decals, shall remain the sole personal property of MSS with a value of \$500.00 and shall not be considered a fixture or a part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by MSS. If the communication equipment is part of the instrument panel then the chip or software programmed to transmit a signal shall remain MSS's property, and all reference in this agreement to communication software shall be deemed to read chip or software. The access passcode to the CPU software remains the property of MSS. Provided Subscriber performs this agreement for the full term thereof, upon termination MSS shall at its option provide to Subscriber the access passcode to the CPU software or change the passcode to the manufacturer's default.

**13. INDEMNITY/WAIVER OF SUBROGATION RIGHTS/ASSIGNMENTS:** Subscriber agrees to and shall indemnify and hold harmless MSS, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third parties or Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by MSS's performance, negligence or failure to perform any obligation under 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 MSS or MSS'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 MSS. MSS shall have the right and be permitted to assign this agreement and shall be relieved of any obligations herein upon such assignment.

**14. FALSE ALARMS:** MSS shall have no liability for false alarms, false alarm fines, police response, or the refusal of the police to respond. In the event of termination of police response by the municipal police this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should MSS be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay MSS for such service or material.

**15. MSS'S RIGHT TO SUBCONTRACT SERVICES:** Subscriber agrees that MSS is authorized and permitted to subcontract any services to be provided by MSS to third parties who may be independent of MSS, and that MSS shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties, and Subscriber appoints MSS to act as Subscriber's agent with respect to such third parties, except that MSS shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to MSS's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and communication centers of MSS.

**16. KEY GUARD RESPONSE:** If key guard response is specified as a service to be provided, then upon receipt of a burglar alarm signal, MSS or its subcontractor shall as soon as may be practical send one or more of its alarm responders to Subscriber's premises. The guard shall wait up to 15 minutes for the municipal police department personnel or lessee 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 burglar alarm condition. The guard shall endeavor to secure the premises and repair the security equipment, if repairs are necessary. However, Subscriber acknowledges and agrees that the guard is not required to enter the premises or to render any service to the security equipment and shall not be required to remain stationed at Subscriber's premises for more than 15 minutes after his initial arrival. Subscriber authorizes the guard to take such action the guard deems necessary to secure the premises and effect repairs, though Subscriber acknowledges that the guard may not be able to or may not have sufficient time to secure the premises or repair the security equipment and put same in working order. If Subscriber requests MSS to station its guard at the premises for more than 30 minutes, and MSS has sufficient personnel to provide such service, and MSS makes no such representation that its personnel will be available, then Subscriber agrees to pay MSS \$75.00 per hour plus tax for such service with a one-hour minimum charge. Subscriber agrees to confirm the request to MSS to provide extended guard service by sending a notice to MSS at the time request is made and MSS is authorized to ignore any request not confirmed. In the event MSS responds to a false alarm condition occasioned by Subscriber's or Subscriber's family members, employees or other invitees negligence, Subscriber shall pay MSS \$75.00 for each such response. Subscriber shall notify MSS and will furnish MSS at Subscriber's expense, new keys whenever Subscriber changes the existing locks or adds locks to the protected premises. MSS shall have the right to cancel key guard response service at any time without prior notice by returning the premises keys to Subscriber, and Subscriber may cancel this key guard response service at any time by requesting MSS, in writing, to return the keys to Subscriber.

**17. NON-SOLICITATION.** Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of MSS assigned by MSS to perform any service for or on behalf of Subscriber for a period of two years after MSS has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, MSS shall recover from Subscriber an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with MSS, times twelve, together with MSS's counsel and expert witness fees.

**18. SECURITY INTEREST/COLLATERAL:** To secure Subscriber's obligations under this agreement Subscriber grants MSS a security interest in the security equipment installed by MSS and MSS is authorized to file a financing statement.

**19. FULL AGREEMENT/SEVERABILITY/ CONFLICTING DOCUMENTS.** This agreement constitutes the full understanding of the parties and may not be amended or modified or canceled except in writing signed by both parties, except that in the event MSS issues a UL certificate to Subscriber, MSS will comply with Underwriters Laboratory Inc. requirements regarding items of protection provided for in this agreement. THIS AGREEMENT MAY NOT BE CHANGED BY ANY ORAL STATEMENTS OR REPRESENTATIONS MADE BY OUR SALES REPRESENTATIVE. Should there arise any conflict between this agreement and Subscriber's purchase order or other document, this agreement will govern, whether such purchase order or document is prior to or subsequent to this agreement. This contract shall be governed by the laws of the State of Wisconsin. Should any provision of this agreement be deemed void, all other provisions will remain in effect. Subscriber agrees that a copy of this agreement and the signatures affixed hereto transmitted and delivered by facsimile, or electronic mail shall be deemed to be originals for all purposes, and further agrees that MSS may save and store all contracts and other documents executed by Subscriber in an electronic media and all such contracts and other documents shall be deemed to be, and may be used by MSS as, originals and shall be given the same force and effect as the paper-form originals.

**20. INFORMATION AND PRIVACY.** Subscriber understands and agrees that in conjunction with employee training, quality control and the provision of services, MSS may monitor and/or electronically record video and audio related to monitored activity at Subscriber's location, as well as conversations with Subscriber, Subscriber's employees, emergency services providers, and law enforcement personnel. Further, Subscriber understands that privacy cannot be guaranteed on telephone, cable and computer systems, and MSS shall not be liable to Subscriber for any claims, loss, damages or costs which may result from a lack of privacy experienced. Subscriber consents to MSS (i) using information about Subscriber and Subscriber's location (collectively, "information") to administer services, offer Subscriber new products or services, enforce the terms of this agreement, prevent fraud and respond to regulatory and legal requirements, (ii) provide information to law enforcement personnel for the purpose of providing services hereunder or in response to a subpoena or other such legal process, and (iii) using and sharing aggregate customer information and statistics that do not include information that identifies Subscriber personally. Subscriber agrees that MSS may contact Subscriber by telephone, facsimile, e-mail or other Internet facilities, with respect to the System and services provided under this agreement, and new offerings of systems or services MSS may make available in the future. End of Central Office Monitoring Contract

**RESPONSE CENTER 1-800-858-781**