

INSTALLATION AND/OR MAINTENANCE CONTRACT

Militia Hill Security, Inc. (Contractor) and _____ (Subscriber)

do hereby agree to the following:

1. Any material or labor that is added subsequent to the signing of this contract will be added to the contract with the costs clearly stated. Contractor and Subscriber will both initial such additions.
2. One-half of contract price is due upon acceptance of the contract. The balance is due upon the completion of the installation.
3. It is the responsibility of the Subscriber to remit payments for any permits that may be required. In the event that registration is required for the installation of a fire or burglar alarm system, it is the Subscriber's responsibility to notify the proper authorities.
4. The quoted contract price will be honored for a period of thirty (30) days from the date appearing on this contract.
5. The Subscriber understands that additional and more effective equipment is available at additional cost and accepts the system to be installed as being fit for his purposes.
6. All protective equipment supplied and installed by the Contractor shall become the sole property of the Subscriber upon full payment for such installation in accordance with this contract. It is further understood that the Contractor owns none of the electro-protective equipment in Subscriber's premises and has no responsibility for the condition and/or the functioning thereof and that maintenance, repair, service, replacement or insurance of the electro-protective equipment are not the obligation or responsibility of the Contractor, except as set forth in paragraphs 7 and 8 below.
7. All protective equipment supplied and installed by the Contractor shall, if necessary, be repaired or replaced, free of charge, for a period of one (1) year following the completion of the installation. It is the Subscriber's responsibility to notify the Contractor promptly of any system malfunctions, in order that the necessary repairs be expeditiously completed. Specifically excluded from such repairing or replacing are system malfunctions caused by fire, theft, burglary, vandalism, lightning, wind, flood, acts of God, etc. Repairs to equipment that malfunctions during the first year due to "normal wear and tear" shall be made at no cost.
8. All service that may be required after the first year shall be supplied in accordance with an annual service contract or on an "as needed" basis. Terms for such service will be supplied upon request.
9. The contracted charges for central station monitoring are subject to increase or decrease from time to time, but such changes in charges will not be made unless written notice is given to the Subscriber at least sixty (60) days before such increase or decrease is to take effect.
10. Subscriber shall carefully and properly set the burglar alarm system each night or at such other time as Subscriber shall close his premises. Subscriber shall carefully and properly test the alarm system prior to each closed period including walk testing all equipment with walk test provisions, and shall immediately report to the Contractor any claimed inadequacy in or failure of the system. Contractor shall make such repairs as shall be necessary as soon after receipt of notice as is reasonably possible.
11. The central station monitoring facility, upon receipt of an alarm signal from the Subscriber's premises, shall make every reasonable effort to transmit the alarm properly to the headquarters of the police or the fire department having jurisdiction, and the central station monitoring facility shall make a reasonable effort to notify the Subscriber or his designated representative by telephone, unless instructed to do otherwise by the Subscriber.
12. Subscriber acknowledges that Contractor is responsible only for maintenance of signaling system that may be attached to a sprinkler system and only if a specific maintenance contract for such service is current and in effect. It is the Subscriber who is solely responsible for maintenance of the sprinkler system, including maintaining adequate heat, so that the sprinkler system will at all times be in good working order.
13. Contractor assumes no liability for delay in installation of the system or interruption of service due to strikes, riots, floods, fires, acts of God or any cause beyond the control of Contractor including interruption in telephone service. Contractor will not be required to supply service to the Subscriber while interruption of service due to any such cause shall continue.
14. Subscriber acknowledges that Contractor has no way of knowing of the existence of hidden pipes, wires or other obstructions within walls, and it is Subscriber's obligation to make Contractor aware of such conditions, failing which Contractor shall have no responsibility whatsoever for any damage that may be caused.
15. It is understood and agreed by and between the parties hereto, that if there is any conflict between this contract and Subscriber's purchase order, or any other document, this contract will govern, whether such purchase order or other document is prior or subsequent to this agreement. This agreement contains the entire understanding between the parties. No representations of any kind not contained herein or made by some third party shall in any way bind the Contractor. This agreement may only be altered or modified by an agreement in writing signed by both parties hereto.
16. The department or other organization to which the connection may be made or an alarm signal may be transmitted may invoke the provisions hereof against any claims by the Subscriber or by others due to any failure of such department or other organization, and Subscriber agrees to indemnify, defend and hold harmless Contractor against claims by the department or other organization.
17. (A) IT IS UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT THE CONTRACTOR IS NOT AN INSURER AND THAT INSURANCE, IF ANY, COVERING PERSONAL INJURY AND PROPERTY LOSS OR DAMAGE ON SUBSCRIBER'S PREMISES SHALL BE OBTAINED BY SUBSCRIBER; THAT THE PAYMENTS PROVIDED FOR HEREIN ARE BASED SOLELY ON THE VALUE OF THE SERVICE AS SET FORTH HEREIN AND ARE UNRELATED TO THE VALUE OF SUBSCRIBER'S PROPERTY OR THE PROPERTY OF OTHERS LOCATED ON SUBSCRIBER'S PREMISES; THAT CONTRACTOR MAKES NO GUARANTEE OR WARRANTY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICE SUPPLIED WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM WHICH THE SYSTEM OR SERVICE IS INTENDED TO DETECT OR AVERT;

(B) 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 A FAILURE OF THE SYSTEM TO OPERATE BECAUSE OF, AMONG OTHER THINGS: THE UNCERTAIN AMOUNT OF VALUE OF SUBSCRIBER'S PROPERTY OR THE PROPERTY OF OTHERS WHICH MAY BE LOST OR DAMAGED; THE UNCERTAINTY OF THE RESPONSE TIME OF THE POLICE OR FIRE DEPARTMENT; THE INABILITY TO ASCERTAIN WHAT PORTION, IF ANY, OF ANY LOSS WOULD BE PROXIMATELY CAUSED BY CONTRACTOR'S FAILURE TO PERFORM ANY OF ITS OBLIGATIONS OR FAILURE OF ITS EQUIPMENT TO OPERATE; THE NATURE OF THE SERVICES TO BE PERFORMED BY CONTRACTOR;

(C) SUBSCRIBER UNDERSTANDS AND AGREES THAT IF CONTRACTOR SHOULD BE FOUND LIABLE FOR ANY LOSS OR DAMAGE FROM A FAILURE TO PERFORM ANY OF ITS OBLIGATIONS OR A FAILURE OF THE EQUIPMENT TO OPERATE, CONTRACTOR'S LIABILITY SHALL BE LIMITED TO TWO HUNDRED AND FIFTY DOLLARS, AND THIS LIABILITY SHALL BE EXCLUSIVE AND SHALL APPLY IF LOSS OR DAMAGE, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY FROM PERFORMANCE OR NON-PERFORMANCE OF ANY OF THE OBLIGATIONS HEREIN OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE OF CONTRACTOR, ITS EMPLOYEES OR AGENTS;

(D) IN THE EVENT THAT SUBSCRIBER WISHES CONTRACTOR TO ASSUME GREATER LIABILITY, SUBSCRIBER MAY, AS A MATTER OF RIGHT, OBTAIN FROM CONTRACTOR A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT TO CONTRACTOR, AND A RIDER SHALL BE ATTACHED HERETO SETTING FORTH SUCH HIGHER LIMIT AND ADDITIONAL AMOUNT, BUT THIS ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD CONTRACTOR AS AN INSURER;

(E) WHEN SUBSCRIBER IN THE ORDINARY COURSE OF BUSINESS HAS THE PROPERTY OF OTHERS IN HIS CUSTODY, OR THE ALARM SYSTEM EXTENDS TO PROTECT THE PROPERTY OF OTHERS, OR THE ALARM SYSTEM IS MONITORED BY OTHERS, SUBSCRIBER AGREES TO AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CONTRACTOR, ITS EMPLOYEES AND AGENTS FOR AND AGAINST ALL CLAIMS BROUGHT BY PARTIES OTHER THAN THE PARTIES TO THIS AGREEMENT. THIS PROVISION SHALL APPLY TO ALL CLAIMS REGARDLESS OF CAUSE INCLUDING CONTRACTOR'S PERFORMANCE OR FAILURE TO PERFORM AND INCLUDING DEFECTS IN PRODUCTS, DESIGN, INSTALLATION, MAINTENANCE, OPERATION OR NON-OPERATION OF THE SYSTEM WHETHER BASED UPON NEGLIGENCE, ACTIVE OR PASSIVE, WARRANTY, OR STRICT OR PRODUCT LIABILITY ON THE PART OF THE CONTRACTOR, ITS EMPLOYEES OR AGENTS, BUT THIS PROVISION SHALL NOT APPLY TO CLAIMS FOR LOSS OR DAMAGE SOLELY AND DIRECTLY CAUSED BY AN EMPLOYEE OF CONTRACTOR WHILE ON SUBSCRIBER'S PREMISES.

ACCEPTANCE:

Your signature below authorizes Militia Hill Security, Inc. to perform this installation and/or service and acknowledges that you have read, understood and accepted the terms of this agreement.

BY: _____ BY: _____
Date Date

An authorized Militia Hill Security, Inc. signature below binds us to supply all materials listed and perform all work as outlined.

BY: _____
Date