

Agreement for 911 Responder mPERS Lease & Monitoring Service

1. The Subscriber, also known as the Customer, acknowledges that H.E.S. Electronics (Company) owns the 911 Responder mPERS unit (System) and is leasing it to Customer. Company is in the business of providing telephonic and/or radio monitoring services for Customers who have the System. The Subscriber understands that the company must know and have on record basic information about the Subscriber. The Subscriber also acknowledges that he/she has provided Company with a call list, and that the Company, in performing its obligations under this contract, will rely on the information given by the Subscriber. Subscriber understands that if any information should change, Subscriber will call, write or email Company with those changes, at least seven (7) days before they are to take effect to allow time to update the computer database.
2. Company and Subscriber have entered into an agreement whereby the Company will provide monitoring services for the Subscriber consisting of the following: A. Direct call response by experienced operators to an emergency condition until proper authorities are notified. B. Direct call response until a station designated by subscriber is notified.
3. The parties agree that the Company's sole obligation under this agreement shall be to monitor signals received from the System while in the 3G AT&T coverage area of the U.S. The Company, upon receipt of a signal, shall make every reasonable effort to transmit notification of an alarm promptly to the police, fire, or other authorities and to the person or persons, whose names and telephone numbers are provided to the Company by Subscriber, unless there is reason to assume that an emergency condition does not exist.
- 4. This agreement shall be for an initial period of Twelve (12) Months at the monthly rate of _____ Dollars, (\$_____), due () MONTHLY () QUARTERLY in advance of the period, for the performance of monitoring/lease services, and shall renew automatically for subsequent periods as checked above, unless subscriber gives Company at least 15 days written notice prior to the expiration of the current term.** In the event that Subscriber defaults on any progress payment, then the entire unpaid amount shall become due and payable to Company. Company will give the Subscriber at least 15 days' notice of termination of such services to the Subscriber, and upon giving such notice, this agreement will be terminated, and all the Company's responsibilities here under shall come to an end as of the date fixed in such notice **Subscriber agrees to return the entire System to Company within Ten (10) days after termination or Subscriber authorizes company to charge customer's credit card for the full retail cost of the System: One Hundred Ninety Nine and 99/100 dollars (\$199.99). Subscriber acknowledges that all fees paid in advance for services under this contract are not refundable under any circumstances and that any unpaid term is owed upon such termination.** Upon termination for any reason, Subscriber authorizes Company to disable system from sending further transmissions, either by remotely deleting, changing, or modifying the System. Subscriber agrees to pay Company a \$35.00 fee for any returned check and a late fee of 1.5% per month (18% per year) for any outstanding unpaid services. This agreement may also be terminated at the Company's option, should the System or the premises of the Subscriber become so substantially disabled or damaged that further service is impractical, or if the rendering of such service is not possible by reason of strike, riots, floods, fires, interruption of telephone communication service, Acts of God, or any other cause beyond control of the Company. **Failure of Customer to remit payment for any term within TEN (10) days of Customer's due date shall cause the system to be SUSPENDED until payment is received in full without notice.**
5. The Customer agrees to test the System each and every month. The Subscriber has the obligation of telling the Company when the System is not working for any reason.
6. The Subscriber acknowledges that the System is owned by Company but controlled by him/her and all responsibility for maintenance, care, proper use is that of Subscriber. The Manufacturer of the System offers a one year limited equipment warranty. The warranty is for normal use not damage. Any returns for damage or Systems not functioning for repair or replacement shall be determined by the manufacturer, not Company. There are no advance replacement units under this contact.
7. If the Subscriber's System is damaged to such an extent, or not functioning in such a way that false alarms are transmitted with unreasonable frequency, the Company may choose to suspend its obligations under this contract until the System is fixed or the condition corrected. If the Company elects to suspend its obligations, it will first notify the Subscriber of the suspension.
8. The Subscriber understands that the signals from the System, which the Company will monitor, may be transmitted over radio and/or telephone to the Company. Subscriber also understands that the Company cannot be responsible for any monitoring during periods when either Subscriber's or the Company's telephone or cellular service is not working, or any condition which would make it impossible to send a normal signal from the Subscriber's premises to the Company's place of business and/or local authorities.
9. The Company cannot be responsible for losses or damages suffered by a Customer caused by: A. Defects or deficiencies in the System owned or leased by the customer. B. Delay in response time or failure to respond by any person or authority notified by the Company according to Subscriber's instructions.
10. The Company shall not be responsible for any fees, charges or assessments imposed by any government authority or other persons in connection with false alarms from any equipment located at any Subscriber's premises.
11. By agreeing to monitor the System, the Company does not make any promise or representation, or express or implied warranty, that the Subscriber's system is fit for the protection service the Subscriber intends, nor that the protective services will in all cases provide the protection for which it was installed.
12. In the event that any person not a party to this agreement shall make any claim or file any lawsuit against Company relating to the design, operation or installation of the system, Customer agrees to indemnify, defend, and hold harmless from any and all claims and

lawsuits, including the payment of all damages, expenses, costs, and attorney's fees, whether these claims be based upon negligence, active or passive warranty, or strict liability on part of Company, its agents, servants or employees. Customer further agrees to waive all claims against Company that is covered by insurance, and the Customer, on behalf of himself and any insurance carrier waives any right of subrogation. Customer's agreement to indemnify Company pursuant to this paragraph shall not apply to any claim or lawsuit, loss or damage or expense arising from Company's sole negligence. ANY ACTION BY CUSTOMER AGAINST COMPANY MUST BE COMMENCED WITHIN ONE YEAR OF THE ACCRUAL OF THE CAUSE OF ACTION, OR THE ACTION SHALL BE BARRED.

13. It is understood and agreed: that Company is not an insurer. Insurance shall be obtained by Customer; that payments provided herein are based solely upon the value of the service and are unrelated to the value of Customer's property or the property of others located in Customer's premise. Customer acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure to perform any of the obligations herein, or the failure of system to properly operate with resulting loss to Customer because of, among other things: A. The uncertain amount or value of Customer's property or the property of others kept on the premise which may be lost, stolen, destroyed, damaged, or otherwise affected by occurrences which the system is designed to protect or avert; B. The uncertainty of the response time of any police, fire department or ambulance, should they be dispatched as a result of a signal being received; C. The inability to ascertain what portion, if any, of any loss proximately caused by Company's failure to perform or the equipment operate; D. The nature of the system installed by Company. Customer understands and agrees that if Company should be found liable for loss or damage due from failure of Company to perform any of the obligations herein, including but not limited to, installation, warranty service, or failure of the system or equipment in any respect whatsoever, Company's liability shall be limited to 10% of the System price or Two Hundred Fifty (\$250.00) dollars, whichever is lesser, as liquidated damages and not as a penalty and this liability shall be exclusive, and that provisions of this section 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 the obligations imposed by this agreement, or from negligence, active or otherwise of Company, its agents, assignees, or employees. If Customer wishes Company to assume a limited liability in lieu of the liquidated damages as herein set forth, Customer may obtain from Company a limitation of liability by paying an additional monthly service charge to Company. If Customer elects to exercise this option, a rider shall be attached to this agreement setting forth the terms, conditions and the amount of the limited liability, and the additional monthly charge. Such rider and additional obligation shall in no way be interpreted to hold Company as an insurer.

14. The Subscriber may not assign or transfer his/her interest under this contract without written consent of the Company. Company may assign all the rights and privileges under this contract upon notice to the Customer. Upon such assignment, the Company has no further contractual obligations under the agreement.

15. The laws of the State of New Jersey will govern this agreement.

16. Any notices required to be given by each of the parties to this contract to the other must be in writing and mailed by the U.S. Postal Service, addressed to the Company's current address as herein stated or as otherwise notified.

17. If any of the 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.

18. In the event it shall become necessary for Company to institute legal proceedings to collect the System, the fees due or any progress payments as set forth herein, then and in that event, Customer shall pay to Company reasonable attorney's fees.

19. The parties intend this writing as a final expression of their agreement and as complete and exclusive statement of the terms thereof. This agreement supersedes all prior representations, understandings, or agreements of the parties pertaining to System performance and monitoring services. There are no prior writings, verbal negotiations, understandings, representations or agreements not expressed in this agreement in executing it, and have not relied on any other representations, oral or otherwise made by the parties, their agents, or employees. This contract, signed by both parties and their duly authorized agent, can only modify this agreement. No waiver or a breach of any term or condition of this agreement shall be construed to be a waiver of any succeeding breach.

I, the subscriber, do hereby agree: X _____ Subscriber Date: _____
Customer acknowledges receipt of a copy of this agreement and they have read both sides of this agreement in full.

Customer Name & Address: _____

Customer's Driver's License State: _____ Number: _____

Accepted by Company: X _____ Date: _____

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