

**Cooperative Response Network
Monitoring Agreement**
(Please Print Clearly)

<input type="checkbox"/> Alert Monitoring _____
<input type="checkbox"/> Combined Monitoring _____

Rev: 9/18/2012

This Monitoring Agreement is made this ____ day of _____, 20____, by and between Cooperative Light & Power (hereinafter called "Company") and _____ (hereinafter called "Subscriber") located at (Address/City/Zip) _____ with the telephone number _____.

Duration of Agreement and Terms of Payment: Monitoring service under this Agreement shall commence on the date of installation and shall remain in effect from the first date of service until otherwise amended or canceled in accordance with the applicable terms and conditions listed. Leasing services under this Agreement shall commence on the date of installation and remain in effect for 39 months. After 39 months, the ownership of the equipment shall pass to the consumer and all maintenance shall be assumed by the consumer.

For such services, Subscriber agrees to pay Company, its agents or assigns, the sum of _____ dollars (\$_____) upon execution of this Agreement, payable in advance, for the duration of this Agreement. Upon expiration of the original term, this Agreement shall automatically renew itself for additional 12 months/annual period unless either party shall notify the other in writing of its intent not to renew no less than sixty (60) days prior to the expiration of the original term or any subsequent renewal.

The consumer accepts all responsibility for the payment of the account. Should a third party, such as insurance or public assistance, be available to the consumer, the Company shall attempt to bill for said services. If payment is not received, the consumer is ultimately responsible for the payment of the bill. Any sales or use tax, fees, or charges (exclusive of tax based on net income) imposed by any governmental body upon materials and services required by the Cooperative Response Network under this Agreement shall be paid by the Subscriber, and if by law the CRN is charged with collection thereof, the amount of such tax shall be added to the contract amounts set forth herein.

1. **Subscriber Agreement:** Subscriber has, or is about to contract with Company for emergency phone equipment/personal emergency system (hereinafter called "System") and monitoring at the Premises indicated on this Agreement (hereinafter called "Premises".) Company and Subscriber have entered into an Agreement wherein and whereby Company will provide monitoring services for Subscriber, such services to consist solely of those described herein.
2. **Monitoring Services Provided:** Company, or its designee, upon receipt of a signal from Subscriber's Premises, shall make every reasonable effort to notify the police, fire, paramedic unit or other authorities and/or the person or persons whose names and telephone numbers are set forth in the Notification Instructions to be completed by Subscriber and submitted to Company, or as same may be changed on written notification by Subscriber from time to time. Company may attempt to verify the nature of the emergency by telephoning Customer's Premises prior to notifying emergency personnel or anyone on Subscriber's Notification Instructions. The subscriber is responsible for updating the Notification Instructions.
3. **Service Limitations/Disclaimer of Warranties:** In consideration for the provision of this service, Subscriber acknowledges that Company does not represent or warrant that the monitoring service will prevent death, bodily or personal injury, any loss by burglary, fire, holdup or otherwise, or any other injury or damage to Subscriber or others who use the System, and Subscriber does not and has not relied upon any express or implied representations by Company. Company makes no representation or warranty as to the promptness of its response, and has no control over the response time or capability of any agency or person who may be notified as a result of the System being used. Subscriber further understands that Company may be negligent in providing the service, and may fail to properly respond to the receipt of an alarm signal from the System, or that the System may fail to function properly. Subscriber agrees that if Company was to have any liability greater than that agreed to by Subscriber pursuant to Sections 11 of this Agreement, Company could not and would not provide the service. Subscriber acknowledges that Subscriber should obtain any life, medical or disability insurance for the protection of Subscriber and others who may use the System. Subscriber understands that there are alternatives available to Subscriber such as 911 emergency telephone service and Subscriber has selected this service with a full understanding of its limitations and the limitation of Company's liability. **Subscriber acknowledges that the personal pendant or other equivalent devices are battery operated, and subscriber is responsible for testing the pendant and/or other devices to assure proper operation per the Late to Test Agreement with CRC for MSM equipment only. Subscriber further acknowledges and agrees: that any affirmation of fact or promise shall not be deemed to create any express warranty, and that there are no warranties which extend beyond the face of the agreement hereof.**
4. **Receipt of Copy:** Subscriber acknowledges receipt of a copy of this Agreement.
5. **Right of Termination: Either party may terminate this Agreement and the service provided by giving the other party thirty (30) days prior written notice.**
6. **Company's Obligation:** Subscriber and Company agree that Company's sole and only obligation under this Agreement and/or under any agreement between Company and Subscriber, shall be to monitor signals received from the System and to respond thereto as set forth in Section 2. Company shall not be obligated to provide monitoring service until it has received: (i) a fully executed copy of this agreement, (ii) the completed Notification Instructions, and valid test signals from Subscriber's System.
7. **Subscriber's Duties:** In order to avoid false alarms, Subscriber shall maintain the System in good operating condition. Subscriber shall carefully and properly test and set the alarm system immediately prior to the securing of the premises and carefully test the signal System no less than monthly during the term of this Agreement, and notify Company promptly if service is required. Subscriber agrees to complete and submit the Notification Instructions and provide Company with written notice of any changes, revisions and modifications. Subscriber shall secure and maintain all licenses or permits that may be necessary from governmental or insurance authorities for the continued monitoring and use of the System.
8. **Term of Agreement/Disconnection:** This Agreement shall continue for as long as Company contracts with Subscriber for the performance of monitoring services for the Subscriber. Company may terminate monitoring services by giving Subscriber five (5) days prior written notice, in the event that (i) Company notifies Subscriber of its termination of service for the Subscriber for any reason, (ii) Subscriber fails or refuses to make payments for services furnished or to be furnished to Subscriber by Company, or (iii) the system is not maintained in good operating condition and repair. Upon giving such notice, this Agreement and all of Company's responsibilities hereunder shall come to an end and neither party hereto shall have any claim against the other for any further obligations. Upon termination of this Agreement for any reason, Subscriber agrees to permit Company to discontinue monitoring and further permit Company to enter upon Subscriber's Premises and disconnect Subscriber's system from the Cooperative Response Network.
9. **Interruption of Service:** Company assumes no liability for interruption of monitoring service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption, or unavailability of telephone service, acts of God, or for any other cause beyond the control of Company, and Company will not be required to supply monitoring service to Subscriber while any such cause may continue. This Agreement may be suspended at Company's option should the System, Subscriber's Premises, or the Cooperative Response Network become so substantially damaged that further service is impractical.
10. **Transmission Lines:** Subscriber acknowledges that the signals from Subscriber's System are transmitted over Subscriber's telephone facilities and commercial telephone company carrier facilities to Company's Central Station, and in the event Subscriber's telephone service is out of order, disconnected, placed on vacation, or otherwise interrupted, signals from Subscriber's alarm system

will not be received in Company's Central Station during any such interruption in telephone service and the interruption may not be known to Company. **In order to give the System priority over other telephones, Company recommends that member properly install a RJ31X or equivalent telephone jack for the connection of the system to Subscriber's telephone service.** Subscriber further acknowledges and agrees that telephone company lines are beyond the control and jurisdiction of Company and are maintained and serviced solely by the applicable telephone company.

11. **Company is not an Insurer/Limitation of Liability:** Subscriber agrees that in consideration of the operation of the monitoring facility by Company: That Company is not an insurer; that insurance, if any, shall be obtained by Subscriber; that Company makes no guarantee or warranty, including any implied warranty of merchantability or fitness for a particular purpose; that the services and equipment supplied will avert or prevent occurrences or the consequences therefrom which the service and equipment 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 Company's negligence, a failure of Company to perform any of the obligations herein, including but not limited to, failure of the monitoring service and/or monitoring equipment to properly operate with a resulting loss to Subscriber because of, among other things:
- (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 the police department, fire department, paramedic unit, or others, should the police department, fire department, paramedic unit, or others, be dispatched as a result of a signal being received;
 - (c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by equipment failure to operate;
 - (d) The uncertain nature of occurrences which might cause injury or death to Subscriber or any other person which the System is designed to detect or avert;
 - (e) The nature of the service to be performed by Company.
- Subscriber understands and agrees that if Company should be found liable for loss or damage due to Company's negligence, a failure of Company to perform any of the obligations herein, or a failure of the Cooperative Response Network, or the monitoring equipment in any respect whatsoever, Company's liability shall be limited to the sum of Two Hundred and Fifty Dollars (\$250.00) and this liability shall be exclusive. The 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, of Company, its employees, agents or assigns.
12. **Third Party Indemnification:** When Subscriber in the ordinary course has the property of others in his custody, or the emergency response system extends to protect the property of others, Subscriber agrees to and shall indemnify, defend, and hold harmless Company, its agents, assigns and employees, for and against all claims brought by parties other than the parties to this Agreement. This provision shall apply to all claims, demands, or lawsuits, regardless of cause including Company's performance or failure to perform any of the obligations herein, Company's negligence, or a failure of the monitoring equipment or service, whether these claims be based upon negligence, express or implied warranty, contribution, indemnification, or strict or product liability on the part of Company, its agents, assigns, or employees.
13. **Subrogation:** So far as it is permitted by Subscriber's property insurance coverage, Subscriber hereby releases, discharges and agrees to hold Company harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the Subscriber's Premises whether said claims are made by Subscriber, his agents, or insurance company or other parties claiming under or through Subscriber. Subscriber agrees to indemnify Company against, defend and hold Company harmless from any action for subrogation which may be brought against Company by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney's fees. Subscriber shall notify his insurance carrier of the terms of this provision.
14. **Limitation on Actions/Waiver of Jury Trial:** both parties hereby agree that no suit or action that relates in any way to this Agreement (whether based upon contract, negligence or otherwise) shall be brought against the other more than one (1) year after the accrual of the causes of action therefore. In addition, both parties hereby waive any rights to a jury trial in any judicial action brought by either party which relates in any way to this Agreement (whether based upon contract, negligence or otherwise.)
15. **False Alarms/Permit Fees:** In the event an excessive number of false alarms are caused by Subscriber's carelessness, malicious action, or accidental use of the System, or in the event Subscriber in any manner misuses or abuses the System, Company may in its sole discretion deem same to be a material breach of this Agreement and at its option in addition to all other legal remedies available to Company, be excused from further performance upon the giving of five (5) days written notice to Subscriber. Subscriber agrees to pay any false alarm assessments, taxes, fees, or charges relating to the monitoring services provided pursuant to this Agreement.
16. **Entire Agreement:** This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. **This Agreement cannot be amended, altered or modified by any agreement entered into between company and subscriber. Company's duty and obligation to provide monitoring service to Subscriber arise solely from this Agreement.** This Agreement supersedes all prior representations, understandings agreements of the parties and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach or any term or condition of this Agreement shall be construed to be waiver of any succeeding breach. The parties agree that this Agreement is to be performed in and shall be governed by the laws of the State of this contract.

Subscriber Acknowledges and Agrees: That Company is not an insurer and that Subscriber has read and understands all of this Agreement, particularly Paragraph 11, which set forth Company's maximum liability in the event of any loss or damage to Subscriber or anyone or anything else.

Subscriber acknowledges that they have discussed the limitation of liability set forth in Paragraphs 11 and 12 with Company and understands that Subscriber may obtain a higher limitation of Company's liability by paying an additional periodic charge to Company.

This Agreement shall not be binding upon Company unless either (i) approved in writing by an Employee of Company, or (ii) Company begins monitoring service.

Print Cooperative Light & Power Representative Name

Print Subscriber Name

Signature

Subscriber Signature

Date: _____

Date: _____