



M/L 63150

## INSTRUCTION PAGE

### RESIDENT ALARM SERVICES AGREEMENT

Please complete the attached form and fax **ONLY** the "Protection One" copy with all of the required information below. All forms must be received by Protection One within 60 days of the signature date. If the form is not completed correctly, the "Protection One" copy is not faxed in, and/or the form is received 60 days or more after the signature date, the form will be rejected and a corrected "Protection One" copy of the form will need to be resubmitted. Contact your Regional Account Representative if you have any questions.

#### SECTION I. INFORMATION

Please enter your telephone number with area code. Please list all residents 18 years old and over. If required by local authorities, **YOU MUST** list your permit number and expiration date. **If permit number is not provided when required, Protection One cannot process this agreement.** If not required, please leave Item Numbers 13 and 14 blank.

#### SECTION II. PERSONAL IDENTIFICATION CODE

**THIS SECTION MUST BE COMPLETED WHEN CHOOSING MONITORED OR LOCAL SERVICE!!!!** Please choose one PERSONAL IDENTIFICATION CODE to be used by all residents to identify themselves to Protection One Operators. **Please choose 4 numbers that can be easily remembered.**

#### SECTION III. MONITORED ALARM

All residents 18 years and over choosing monitored alarm service must sign and date this section of the agreement.

#### SECTION IV. LOCAL ALARM

RESIDENT ACKNOWLEDGES THAT THE SERVICE DEFINED AS "LOCAL ALARM" OFFERED BY PROTECTION ONE AND CHOSEN BY RESIDENT DOES NOT PROVIDE FOR MONITORING OF THE EQUIPMENT OR RESPONSE FROM ANY THIRD PARTY INCLUDING THE POLICE DEPARTMENT. THE LOCAL ALARM HAS A BUILT IN SOUNDER WHICH WHEN SET OFF WILL ONLY ALERT INDIVIDUALS INSIDE THE APARTMENT UNIT AND CANNOT BE HEARD NOR IS INTENDED TO BE HEARD BY INDIVIDUALS NOT LOCATED INSIDE THE UNIT. ALL RESIDENTS 18 YEARS OLD AND OVER MUST BE LISTED ABOVE AND MUST SIGN BELOW.

**PLEASE NOTE:** This agreement will cancel all previous agreements and automatically cancel all duties to all residents previously registered in this unit. If you are using this form to make change (example: adding a roommate), all residents must be listed and must sign as if completing a new agreement.

THE RESIDENT'S COPY OF THIS AGREEMENT CONTAINS 3 PAGES INCLUDING THE TERMS AND CONDITIONS. RESIDENT IS BOUND BY THIS INSTRUCTION PAGE AND ALL 3 PAGES OF THE RESIDENT'S COPY OF THIS AGREEMENT.

#### **DISTRIBUTION:**

PROTECTION ONE COPY:  
PROPERTY MANAGEMENT COPY:  
RESIDENT COPY:

FAX OR SEND THIS COPY TO PROTECTION ONE  
RETAIN FOR YOUR RECORDS  
RETAINED BY PERSONS SIGNING

*To ensure accuracy, please print in capital letters and avoid contact with the edge of the box.  
The following is an example:*

A	B	C	D	E	F	G	H	I	J	K	L	M
N	O	P	Q	R	S	T	U	V	W	X	Y	Z
0	1	2	3	4	5	6	7	8	9			

# RESIDENT ALARM SERVICES AGREEMENT PROTECTION ONE ALARM MONITORING, INC.

Send this page to: 4221 W. John Carpenter Frwy  
Irving, TX 75063-2924  
1-800-541-3138

OR FAX 800-356-5285  
Dallas Local FAX 214-277-7306

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M/L

## SECTION I. INFORMATION

1. Property Name	License # TX ACR 1637, B08690	2. Property ID
<input type="text"/>	<input type="text"/>	<input type="text"/>

3. Resident #1 Last Name	4. Resident #1 First Name
<input type="text"/>	<input type="text"/>

5. Resident Street Number	6. Resident Street Name
<input type="text"/>	<input type="text"/>

7. Unit No.	8. Building No.	9. Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>

10. Resident Home/Land Line Telephone Number	11. Resident Contact Cell/Mobile Telephone Number
<input type="text"/> - <input type="text"/> - <input type="text"/>	<input type="text"/> - <input type="text"/> - <input type="text"/>

12. Resident Email Address **NOTE: Please use the two sets of blocks below to enter your full email address**

<input type="text"/>
<input type="text"/>

13. Permit No. (See Property Mgt. Staff for Details)	14. Permit Expiration Date
<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>

15. Resident #2 Last Name	16. Resident #2 First Name
<input type="text"/>	<input type="text"/>

## SECTION II. ACKNOWLEDGEMENT

**A PERSONAL ID CODE WILL BE USED BY ALL RESIDENTS FOR IDENTIFICATION TO PROTECTION ONE OPERATORS. PLEASE CHOOSE A 4-DIGIT CODE, NUMBERS ONLY.**

ANY CHANGE TO THE ABOVE INFORMATION IS THE SOLE RESPONSIBILITY OF THE RESIDENT AND MUST BE PRESENTED IN WRITING.

RESIDENT AGREES AND ACKNOWLEDGES THAT THE PROTECTION ONE ALARM SYSTEM HAS BEEN DEMONSTRATED TO THE RESIDENT, HAS BEEN TESTED BY THE RESIDENT, IS FULLY OPERATIONAL, AND RESIDENT UNDERSTANDS HOW TO USE THE SYSTEM. (RESIDENT AGREES TO TEST THE SYSTEM FOR PROPER PERFORMANCE IMMEDIATELY UPON MOVE-IN AND THEREAFTER AT LEAST ON A MONTHLY BASIS.) RESIDENT FURTHER UNDERSTANDS IT IS THE RESIDENT'S RESPONSIBILITY TO NOTIFY THE PROPERTY MANAGEMENT OR PROTECTION ONE, AS DESIGNATED BY THE CUSTOMER OR ITS AGENT, AND REQUEST REPAIR SERVICE IF THE ALARM SYSTEM BECOMES NON-OPERATIONAL FOR ANY REASON. (RESIDENT HAS BEEN NOTIFIED WHOM TO CONTACT TO REQUEST REPAIRS. RESIDENT FURTHER UNDERSTANDS THAT UPON REQUESTING REPAIR SERVICE PROTECTION ONE WILL NOT PROCESS ALARM SIGNALS RECEIVED (IF ANY) UNTIL REPAIRS HAVE BEEN COMPLETED.)

THIS RESIDENT AGREEMENT WILL AUTOMATICALLY CANCEL ALL DUTIES TO ALL PREVIOUS RESIDENTS REGISTERED TO THIS UNIT.

**NOTE: ALLOW 7 TO 10 WORKING DAYS FOR MAILING AND HANDLING BEFORE MONITORING BEGINS.**

## SECTION III. MONITORED ALARM

RESIDENT(S) ACKNOWLEDGES THAT RESIDENT(S) HAS/HAVE READ AND UNDERSTANDS ALL 2 PAGES OF THIS AGREEMENT, PARTICULARLY PARAGRAPH 4.3, LIMITATION OF LIABILITY. I/WE ACKNOWLEDGE, UNDERSTAND AND AGREE TO ALL TERMS AND CONDITIONS FOUND ON ALL 2 PAGES OF THIS AGREEMENT, INCLUDING THE AMOUNTS OF PARAGRAPH 4.3.

ALL RESIDENTS 18 YEARS OLD AND OVER MUST BE LISTED ABOVE AND MUST SIGN BELOW.

Resident #1 Signature: \_\_\_\_\_

M M	D D	Y Y Y Y
<input type="text"/>	<input type="text"/>	<input type="text"/>

Resident #2 Signature: \_\_\_\_\_

M M	D D	Y Y Y Y
<input type="text"/>	<input type="text"/>	<input type="text"/>

## SECTION IV. LOCAL ALARM

RESIDENT ACKNOWLEDGES THAT THE SERVICE DEFINED AS "LOCAL ALARM" OFFERED BY PROTECTION ONE AND CHOSEN BY RESIDENT DOES NOT PROVIDE FOR MONITORING OF THE EQUIPMENT OR RESPONSE FROM ANY THIRD PARTY INCLUDING THE POLICE DEPARTMENT. THE LOCAL ALARM HAS A BUILT IN SOUNDER WHICH WHEN SET OFF WILL ONLY ALERT INDIVIDUALS INSIDE THE APARTMENT UNIT AND CANNOT BE HEARD NOR IS INTENDED TO BE HEARD BY INDIVIDUALS NOT LOCATED INSIDE THE UNIT. UNMONITORED LOCAL ALARM SERVICE IS NOT AVAILABLE IN ALL LOCATIONS, AND ADDITIONAL CHARGES MAY APPLY. CHECK WITH YOUR PROPERTY MANAGER FOR MORE INFORMATION. ALL RESIDENTS 18 YEARS OLD AND OVER MUST BE LISTED ABOVE AND MUST SIGN BELOW.

WHY DID YOU CHOOSE LOCAL ALARM SERVICE?

NO LAND LINE TELEPHONE     PERMIT FEE     OTHER \_\_\_\_\_

Resident #1 Signature: \_\_\_\_\_

M M	D D	Y Y Y Y
<input type="text"/>	<input type="text"/>	<input type="text"/>

Resident #2 Signature: \_\_\_\_\_

M M	D D	Y Y Y Y
<input type="text"/>	<input type="text"/>	<input type="text"/>

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M/L PROTECTION ONE COPY

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## 1.0 GENERAL PROVISIONS.

1.1 This Resident Alarm Services Agreement ("Resident Agreement") governs the terms and conditions under which Protection One ("we", "us" or "Protection One") will furnish certain alarm services (the "Services," as more particularly described below) to your dwelling unit (the "Unit"), pursuant to the terms of an Alarm Services Agreement between Protection One and the legal owner of or entity responsible for the Property (hereafter referred to as the "Owner"). The Services to be provided to you hereunder consist of the maintenance and repair of various alarm equipment (the "System") provided by Owner. The terms of Protection One's Alarm Services Agreement with Owner are hereby incorporated herein by reference, and control over any inconsistent provision hereof.

1.2 In consideration for the promises set forth herein, you ("you" or "Resident") agree to the operation of an alarm System in the Unit, and the provision by Protection One of alarm Services to the Unit and to you and other Residents occupying the Unit, on the terms and conditions set forth in this Resident Agreement, including the reverse sides of each page.

2.0 **PERMITS, FEE.** You agree to promptly obtain all required permits for the operation of the System in the Unit, and to comply with, and to be responsible for, all required permit fees, service fees and false alarm fees which may be charged by any agency or governmental authority having jurisdiction. If you do not comply with applicable permitting or other similar governmental requirements within 3 days of receiving written notice from such a governmental agency or from Protection One, the alarm Services may be terminated. **PROTECTION ONE SHALL NOT BE REQUIRED TO DISPATCH THE POLICE OR OTHER RESPONDING AGENCIES IN THE EVENT OF AN ACTIVATION OF YOUR ALARM IF YOU DO NOT OBTAIN REQUIRED USER PERMITS.**

## 3.0 DUTIES.

3.1 You understand and acknowledge that Owner has granted Protection One the right to provide alarm Services to the Property. Protection One's agreement with Owner may be terminated and/or modified or amended from time to time, and Protection One has no duty to notify you of any modification or amendment to the Agreement, or the termination or cancellation of alarm Services.

3.2 You agree to promptly notify Protection One of the cancellation of this Resident Agreement, using forms provided by Protection One, at any time: (i) you vacate the Unit, (ii) you lease or sublease the Unit to a third party, or (iii) the Unit is otherwise occupied by a third party. Any person desiring to obtain our Services must first complete and deliver to Protection One a Resident Alarm Services Agreement in the form of this Resident Agreement. You must inform all other adult Residents of your Unit of the need to complete a Resident Alarm Services Agreement. Protection One has no duty to any person occupying the Unit, pursuant to this Agreement or otherwise, who does not sign and deliver to Protection One a Resident Alarm Services Agreement.

3.3 You must promptly, and in any event within seventy-two (72) hours, notify Protection One in writing in the event of any loss, cost or damage to the Unit, or to your personal property or that of any other Resident, or bodily injury to you or any other Resident, resulting from or arising out of any alleged failure or nonperformance of the alarm System in any respect whatsoever, including but not limited to monitoring or other Services provided by Protection One.

3.4 Protection One's standard service charges will be paid by Owner in accordance with the Alarm Services Agreement between Protection One and Owner, whether or not service is actually required.

## 4.0 LIMITATION OF LIABILITY.

4.1 YOU AGREE THAT: (A) PROTECTION ONE IS NOT AN INSURER OF YOU, OTHER PERSONS LIVING IN, OR PRESENT AT YOUR UNIT, OR YOUR UNIT OR ITS CONTENTS; (B) IT IS YOUR RESPONSIBILITY TO OBTAIN ADEQUATE CASUALTY, HEALTH AND LIABILITY INSURANCE COVERING YOU, YOUR UNIT AND ITS CONTENTS, AND OTHER RESIDENTS, MEMBERS OF YOUR HOUSEHOLD AND OTHER AFFECTED PERSONS AND PROPERTY; (C) OUR SERVICE FEES ARE BASED ON THE DETERRENCE AND OTHER VALUE OF THE SERVICES WE PROVIDE AND OUR LIMITED LIABILITY UNDER THIS AGREEMENT, AND NOT ON THE VALUE OF YOUR PREMISES OR ITS CONTENTS, OR THE LIKELIHOOD OR POTENTIAL EXTENT OR SEVERITY OF PERSONAL INJURY (INCLUDING DEATH) TO YOU OR OTHERS; AND (D) YOUR SYSTEM AND OUR SERVICES MAY NOT ALWAYS OPERATE AS INTENDED FOR VARIOUS REASONS, INCLUDING OUR NEGLIGENCE OR OTHER FAULT.

FOR THE REASONS SET FORTH IN SECTION 4.2, WE CANNOT PREDICT THE POTENTIAL AMOUNT, EXTENT, OR SEVERITY OF ANY DAMAGES OR INJURIES THAT YOU OR OTHERS MAY INCUR WHICH COULD BE DUE TO THE FAILURE OF THE SYSTEM OR SERVICES TO WORK AS INTENDED. AS SUCH (I) YOU AGREE THAT THE LIMITS ON OUR LIABILITY, WAIVERS AND INDEMNITIES, SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN YOU, PROTECTION ONE, OWNER AND ANY AFFECTED THIRD PARTIES; (II) YOU WILL LOOK EXCLUSIVELY TO YOUR INSURER FOR FINANCIAL PROTECTION FROM SUCH RISKS AND LIABILITIES, AND (III) EXCEPT AS PROVIDED IN SECTION 4.3, YOU WAIVE ALL RIGHTS AND REMEDIES AGAINST US, INCLUDING SUBROGATION, THAT YOU, ANY INSURER, OR OTHER THIRD PARTY MAY HAVE DUE TO ANY LOSSES OR INJURIES YOU OR OTHERS INCUR.

4.2 You acknowledge that it is impractical and extremely difficult to determine the actual damages, if any, which may result from a failure of Owner or Protection One to perform any of their respective obligations hereunder, or the failure

of the System to properly operate, with resulting loss to Resident because of, among other things:

4.2.1 The uncertain amount or value of your property or the property of others kept in the Unit which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the System may be designed to detect or avert;

4.2.2 The uncertainty and unpredictability of the response time of any police department, fire department, paramedic unit, patrol service or others, should any of these parties be dispatched as a result of a signal being received;

4.2.3 The difficulty in ascertaining what portion, if any, of any loss would be proximately caused by the System's failure to perform or operate as intended, as opposed to other factors; and

4.2.4 The intervening actions of third parties which could cause loss or damage to property or injury or death to you or any other person, and the uncertain and unpredictable damages arising from such actions, which the System is designed to detect or avert.

4.3 You understand and agree that if either Owner or Protection One should be found liable for loss, damage, or injury due to the failure of the System in any respect whatsoever, including but not limited to Protection One's monitoring of the System, Owner's and Protection One's collective liability shall not exceed Two Hundred and Fifty Dollars (\$250.00), and this liability shall be exclusive, that is, entirely limited to \$250.00 and nothing else.

4.4 The provisions of this Section 4 shall apply if loss or damage, bodily injury or death, irrespective of cause or origin, results, directly or indirectly, to persons or property, from performance or nonperformance of the obligations imposed by this Resident Agreement, or from negligence, active or otherwise, of Owner or Protection One or their respective agents, employees, legal representatives or assigns. You agree that Owner is a third party beneficiary of this Agreement for these purposes.

4.5 Notwithstanding the provisions of Section 4.3, you may obtain an increase in Protection One's limited liability hereunder by paying an additional annual charge directly to Protection One. If you elect to pay this higher charge, a rider setting forth the terms, conditions and amount of the additional liability and the additional annual charge shall be provided by Protection One. SUCH RIDER AND ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD OWNER OR PROTECTION ONE AS AN INSURER, AND THE RIDER SHALL NOT BE EFFECTIVE UNLESS SIGNED BY YOU AND PROTECTION ONE.

5.0 **DISCLAIMERS.** NEITHER OWNER NOR PROTECTION ONE MAKES ANY GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SYSTEM OR THE SERVICES. IN PARTICULAR, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OWNER AND PROTECTION ONE DISCLAIM ANY IMPLIED WARRANTY: (A) OF MERCHANTABILITY OR FITNESS FOR THE PURPOSES FOR WHICH THE SYSTEM IS OR WAS DESIGNED, (B) THAT THE SYSTEM OR SERVICE SUPPLIED WILL AVERT OR PREVENT OCCURRENCES OR CONSEQUENCES THEREFROM WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT, AND (C) OF GOOD AND WORKMANLIKE SERVICES.

## 6.0 RELEASES OF LIABILITY.

6.1 You understand and agree that from time to time it may be necessary for Owner and Protection One to enter the Unit to perform maintenance and repairs to the System, or to respond to emergencies. You agree to allow Owner and Protection One, and their respective employees, agents and representatives, to turn off the alarm System and enter the Unit for these purposes. You further hereby release and hold harmless Owner and Protection One, and their respective agents, partners, officers, directors, employees and representatives from any claim whatsoever other than claims arising from Protection One's gross negligence or willful misconduct, for any damages caused by such personnel while in the course and scope of employment. Protection One shall make commercially reasonable efforts to notify property management personnel of the deactivation and reactivation of the Unit's System.

6.2 You understand that from time to time advancing technology may allow the development of improved alarm systems, and hereby release and hold harmless Owner and Protection One, and their respective agents, partners, officers, directors, employees and representatives from any claim whatsoever for any damages caused by any alleged failure by Protection One or Owner to upgrade, modify or change existing Equipment to new or different technological design.

7.0 **INDEMNIFICATION.** If any third party files any claim or legal action against Protection One or Owner, or any person or entity authorized to act on our behalf, which claim or legal action relates or pertains to our Services or your Unit's System, you agree to defend and hold Protection One and Owner completely harmless from any such actions, including all damages, expenses, costs, and attorneys' fees we incur. This indemnification shall apply even if such actions arise from our negligence, breach of this Agreement, strict liability, non-compliance with any applicable law or regulation, or other fault, subject to our limited liability set forth above.

## 8.0 RESPONSES TO ALARMS; ALARM VERIFICATION

8.1 Upon receipt of an alarm signal, Protection One shall, in accordance with its policies, procedures and applicable legal requirements, attempt to verify the signal and, upon verification, notify the appropriate responding party, as designated by Owner, by calling the telephone numbers provided to Protection One by Owner or by Resident, as the case may be. You acknowledge that when an alarm

signal is received by Protection One, in order to verify the validity of such signal, the Protection One operator will call only the telephone number in the Unit designated by the Owner and/or Property Management. You further understand that Protection One may follow the instructions of you and any other Resident residing in the Unit to disregard any intrusion alarm signal that is received from specified locations within the Unit. **Protection One is not responsible for any injury, loss or damage that may result from your or another Resident's instruction for cancellation of such alarm signal.** It is your responsibility to notify Property Management in the event that the designated call-back telephone number is changed or disconnected for any reason.

**8.2 UNLESS SPECIFICALLY PROHIBITED BY APPLICABLE LAW, PROTECTION ONE SHALL ALWAYS UNDERTAKE TO VERIFY AN ALARM SIGNAL BEFORE DISPATCHING EMERGENCY RESPONSE PERSONNEL. PROTECTION ONE MAY ELECT TO VERIFY ALL ALARM SIGNALS BY CALLING RESIDENT'S UNIT PRIOR TO NOTIFYING THE APPROPRIATE DESIGNATED RESPONDING PARTY. PROTECTION ONE MAY ELECT NOT TO DISPATCH THE POLICE, FIRE DEPARTMENT, PATROL SERVICE OR OTHERS, IF IT HAS REASONABLE CAUSE TO BELIEVE THAT AN EMERGENCY CONDITION DOES NOT EXIST. EXCEPT AS MAY BE REQUIRED BY APPLICABLE LAW, PROTECTION ONE IS NOT OBLIGATED UNDER ANY CIRCUMSTANCES TO SEND ANY EMPLOYEES OR OTHER PERSON TO THE UNIT IN RESPONSE TO ANY ALARM SIGNAL.**

**8.3** Protection One is solely responsible for contacting or dispatching responding parties, as designated by the Owner or its Agent, to respond to alarm signals, and Owner has no responsibility for answering or responding to an alarm signal. You may not contact Owner to respond in any way to any alarm signal.

**8.4** In the event you or Owner have elected to utilize a guard, patrol or other security company for alarm response services ("Private Responder"), you understand and acknowledge that, in the event an alarm signal is received, PROTECTION ONE SHALL NOTIFY THE PRIVATE RESPONDER AND SHALL NOT NOTIFY THE POLICE DEPARTMENT, UNLESS YOU SPECIFICALLY REQUEST OTHERWISE.

**8.5** In the event you have elected that Protection One not notify any entity of alarms, you understand and acknowledge that, in the event an alarm signal is received, PROTECTION ONE SHALL NOT NOTIFY THE POLICE DEPARTMENT OR ANY PRIVATE RESPONDER, but will only call the Unit to verify the alarm.

#### **9.0 SIGNAL TRANSMISSION**

**9.1** The System may include a communicator that sends signals to Protection One's monitoring center via regular telephone service. If your telephone service is disconnected or out of order, or if you make modifications to your telephone service (such as adding DSL, voice-over-internet (VoIP) service or changing your telephone service provider) signal transmission to Protection One's monitoring center may be interrupted. Protection One may, on your behalf, request services or equipment from any telecommunications company providing signal transmission services or facilities under this Agreement. If radio, cellular or other wireless monitoring services are provided, Protection One will utilize a radio frequency system for transmitting alarm signals from your System to Protection One's monitoring center. You acknowledge that there may be times when your System will be unable to acquire, transmit, or maintain an alarm signal, and that radio frequency transmissions may be impaired or interrupted by a variety of conditions and circumstances beyond Protection One's control, including storms and power failures. If the System is configured by Protection One to communicate over your broadband internet service (Cable, DSL or other), signal transmission may be interrupted by irregularities in that service or by power outages. Protection One is not responsible for your telephone or internet service. You authorize Protection One, on your behalf, to request services, orders or equipment from a telephone company or other company providing signal transmission or reception services or facilities under this Agreement. Such telecommunication services may include Derived Local Channel service. Such service may be provided under the telecommunication provider's service marks or service names. These services include providing lines, signal paths, scanning, transmission and/or reception. You agree that the telecommunication provider's liability is limited to the same extent our liability is limited pursuant to the terms of this Agreement.

**9.2** You further acknowledge that when an alarm signal is received, in order to verify the validity of such signal, the Protection One operator will only call the telephone number designated by the Owner. You acknowledge that if your designated callback number, or your telecommunications service is interrupted, out of order, disconnected, or otherwise inoperable, or should you change your phone number without notifying Protection One, Protection One will be unable to contact you.

**9.3** Resident acknowledges that, if contracted for by Owner, the Protection One Alarm System provides magnetic contacts on all exterior doors and moveable, accessible windows. When armed, the System will detect the opening and closing of only these contacted doors and windows and activation of Emergency Features. The System does not provide for motion or glass breakage detection. The System will not operate if telephone lines or System wiring is disconnected, cut, or otherwise interrupted.

#### **10.0 FALSE ALARMS.**

**10.1** You understand and agree that Protection One may impose a false alarm charge for any false alarms generated by your System which are not immediately canceled, and which result in the dispatch of responding parties. Such charges shall be due and payable immediately upon demand. In the event a fine, penalty or fee is assessed against Protection One or Owner by a governmental or municipal agency as a result of any false alarm originating from the Unit, you agree to promptly reimburse Protection One or Owner for the false alarm fine, penalty or fee. Your failure to timely pay such sums may result in the termination of alarm Services to your Unit.

**10.2** You shall be responsible for all fees, penalties and expenses incurred as the result of any and all false alarms. These fees, penalties and expenses include, but are not limited to, any fee imposed by any governmental entity, statute or ordinance or in the event Resident or Owner elects for notification to the police department by Protection One.

**10.3** In the event your alarm dispatch rights are suspended or placed on non-priority status by the police or other governmental agency due to an excessive number of false alarms, you agree that Protection One may require you to give prior verbal approval of all alarm dispatches, and that such dispatches be delayed until such verbal approval can be obtained.

**10.4** Requests by you or the Property Manager, on your behalf, to research a false alarm must be submitted to Protection One within ninety (90) days of receipt of notice that a false alarm fine, penalty or fee has been assessed. Protection One will not pay any late fee or penalty which may accrue due to your failure to promptly pay false alarm fines.

**11.0 SUSPENSION OR CANCELLATION OF MONITORING SERVICES.** Protection One's obligation to monitor the System may be suspended or canceled, without notice to you, at the option of Protection One in the event of any of the following:

**11.1** Interruption of services from Protection One's Monitoring Center or to the Unit or System, due to storms, earthquakes, hurricanes, floods, lightning and other natural disasters, acts of God, water damage, fires, power failures, strikes, insurrections, terrorism, interruption or unavailability of telephone or cable services, theft, vandalism, or any other cause beyond the reasonable control of Protection One.

**11.2** Protection One is unable to render service as a result of any action by any governmental authority having jurisdiction.

**11.3** Default by Owner under the Alarm Services Agreement with Protection One.

**11.4** Excessive false alarms as described in Section 10.

**12.0 ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between you and Protection One concerning the System and Services. YOU UNDERSTAND AND AGREE THAT representations, statements, promises, conditions, inducements or advertisements not contained in this Resident Agreement shall NOT be binding or enforceable against Owner or Protection One.

**13.0 PARTIAL INVALIDITY.** Any provision of this Agreement determined by a court of competent jurisdiction to be invalid, void or illegal, shall in no way effect, impair or invalidate any other provision, and the other provisions shall remain in full force and effect.

**14.0 DAMAGES TO SYSTEM.** Resident agrees to compensate Owner and Protection One for any damage to the System caused by Resident or Resident's guest, invitees, and licensees.

**15.0 RELATIONSHIP OF PARTIES.** You acknowledge that Protection One and Owner are each independently owned and operated companies, and that the act of one may not be imputed to the other. You further acknowledge that this is an independent agreement between you and Protection One for the monitoring of the System, and that the obligations of Protection One to you are independent of any obligations of Owner to you. You understand and agree that the obligations of Owner to Resident are not the obligations of Protection One.

**16.0 SERVICE INTERRUPTION.** Protection One's obligation to you under this Agreement is to monitor your System and to respond to alarms in accordance with the provisions hereof. In the event that the monitoring feature of the Equipment should fail under normal operating conditions and circumstances, YOU MUST NOTIFY THE OWNER OR PROTECTION ONE, AS DESIGNATED BY OWNER OR ITS AGENT, OF SUCH FAILURE OR DISRUPTION IN SERVICE, AND PROTECTION ONE SHALL BE OBLIGATED TO RESPOND WITHIN REASONABLE SERVICE GUIDELINES.

**17.0 MODIFICATIONS TO THE RESIDENT AGREEMENT.** Any or all of the terms and conditions of this Resident Agreement may be modified or altered through negotiation with the Corporate Office of Protection One. Any such negotiations may result in a higher monthly rate payable by Resident due to the increase in costs for handling such requests. Negotiations may be undertaken by writing Contract Administration, Protection One, 4221 West John Carpenter Freeway, Irving, Texas 75063.