

# RESIDENT INTRUSION ALARM SERVICE AGREEMENT

DATE: January 0, 1900

ACCOUNT NO.:

RESIDENT NAME: 0	Contact Number: 0
RESIDENT NAME: 0	Contact Number: 0
RESIDENT NAME: 0	Contact Number: 0
RESIDENT NAME: 0	Contact Number: 0

ADDRESS: FALSE SW 44 Street, Miami, FL 33155  
 Building: 0 Unit: 0

PERSONAL IDENTIFICATION CODE: 0

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 NETWORK MULTIFAMILY 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 RESIDENTS' RESPONSIBILITY TO NOTIFY PROPERTY MANAGEMENT OR NETWORK MULTIFAMILY, 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 NETWORK MULTIFAMILY WILL NOT PROCESS ALARM SIGNALS RECEIVED (IF ANY) UNTIL REPAIRS HAVE BEEN COMPLETED.)

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

**MONITORED ALARM**

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

(LESSEE),

_____	_____
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_____	_____
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**LOCAL ALARM**

RESIDENT ACKNOWLEDGES THAT THE SERVICE DEFINED AS "LOCAL ALARM" OFFERED BY NETWORK MULTI-FAMILY 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.

(LESSEE),

_____	_____
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Initial: \_\_\_\_\_ Initial: \_\_\_\_\_  
Initial: \_\_\_\_\_ Initial: \_\_\_\_\_

**1.0 GENERAL PROVISIONS.**

1.1 This Resident Alarm Services Agreement ("Resident Agreement") governs the terms and conditions under which Network Multi-Family Security Corporation ("we", "us" or "Network") 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 Network 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 Network'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 Network 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 Network, the alarm Services may be terminated. **NETWORK 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 Network the right to provide alarm Services to the Property. Network's agreement with Owner may be terminated and/or modified or amended from time to time, and Network 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 Network of the cancellation of this Resident Agreement, using forms provided by Network, 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 Network 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. Network has no duty to any person occupying the Unit, pursuant to this Agreement or otherwise, who does not sign and deliver to Network a Resident Alarm Services Agreement.

3.3 You must promptly, and in any event within seventy-two (72) hours, notify Network 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 Network.

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

**4.0 LIMITATION OF LIABILITY.**

4.1 **YOU AGREE THAT: (A) NETWORK 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, NETWORK, 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 Network 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 Network 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 Network's monitoring of the System, Owner's and Network'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 Network 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 Network's limited liability hereunder by paying an additional annual charge directly to Network. 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 Network. **SUCH RIDER AND ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD OWNER OR NETWORK AS AN INSURER, AND THE RIDER SHALL NOT BE EFFECTIVE UNLESS SIGNED BY YOU AND NETWORK.**

5.0 **DISCLAIMERS.** NEITHER OWNER NOR NETWORK 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 NETWORK 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 Network to enter the Unit to perform maintenance and repairs to the System, or to respond to emergencies. You agree to allow Owner and Network, 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 Network, and their respective agents, partners, officers, directors, employees and representatives from any claim whatsoever other than claims arising from Network's gross negligence or willful misconduct, for any damages caused by such personnel while in the course and scope of employment. Network 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 Network, and their respective agents, partners, officers, directors, employees and representatives from any claim whatsoever for any damages caused by any alleged failure by Network 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 Network 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 Network 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, Network shall, in accordance with

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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 Network by Owner or by Resident, as the case may be. You acknowledge that when an alarm signal is received by Network, in order to verify the validity of such signal, the Network operator will call only the telephone number in the Unit designated by the Owner and/or Property Management. You further understand that Network 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. Network 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, NETWORK SHALL ALWAYS UNDERTAKE TO VERIFY AN ALARM SIGNAL BEFORE DISPATCHING EMERGENCY RESPONSE PERSONNEL. NETWORK MAY ELECT TO VERIFY ALL ALARM SIGNALS BY CALLING RESIDENT'S UNIT PRIOR TO NOTIFYING THE APPROPRIATE DESIGNATED RESPONDING PARTY. NETWORK 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, NETWORK IS NOT OBLIGATED UNDER ANY CIRCUMSTANCES TO SEND ANY EMPLOYEES OR OTHER PERSON TO THE UNIT IN RESPONSE TO ANY ALARM SIGNAL.**

**8.3.** Network 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, NETWORK 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 Network not notify any entity of alarms, you understand and acknowledge that, in the event an alarm signal is received, NETWORK 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 Network'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 Network's monitoring center may be interrupted. Network 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, Network will utilize a radio frequency system for transmitting alarm signals from your System to Network'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 Network's control, including storms and power failures. If the System is configured by Network 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. Network is not responsible for your telephone or internet service. You authorize Network, 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 Network 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 Network, Network will be unable to contact you.

**9.3** Resident acknowledges that, if contracted for by Owner, the Network 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 Network 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 Network or Owner by a governmental or municipal agency as a result of any false alarm originating from the Unit, you agree to promptly reimburse Network 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 Network.

**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 Network 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 Network within ninety (90) days of receipt of notice that a false alarm fine, penalty or fee has been assessed. Network 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.** Network's obligation to monitor the System may be suspended or canceled, without notice to you, at the option of Network in the event of any of the following:

**11.1** Interruption of services from Network'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 Network.

**11.2** Network 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 Network.

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

**12.0 ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between you and Network 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 Network.

**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 Network for any damage to the System caused by Resident or Resident's guest, invitees, and licensees.

**15.0 RELATIONSHIP OF PARTIES.** You acknowledge that Network 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 Network for the monitoring of the System, and that the obligations of Network 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 Network.

**16.0 SERVICE INTERRUPTION.** Network'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 NETWORK, AS DESIGNATED BY OWNER OR ITS AGENT, OF SUCH FAILURE OR DISRUPTION IN SERVICE, AND NETWORK 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 Network. 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, Network Multi-Family, 4221 West John Carpenter Freeway, Irving, Texas 75063.

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