



AUDIO CENTRAL ALARM, INC.

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Saginaw Bay City Statewide Toll Free
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www.audiocentralalarm.com

		DATE / /	
		CONTACT PERSON	BILLING ACCT #
CUSTOMER'S NAME		SUBSCRIBER	
STREET		RESIDENTIAL <input type="checkbox"/>	COMMERCIAL <input type="checkbox"/>
CITY, STATE, AND ZIP CODE		<input type="checkbox"/> ADD'L. PROT	<input type="checkbox"/> TAKEOVER
SUB PHONE		<input type="checkbox"/> U/L	<input type="checkbox"/> PREWIRE
JOB PHONE		<input type="checkbox"/> NEW	<input type="checkbox"/> AUDIBLE
		SALESMAN	

TYPE OF SYSTEM: BURGLAR ALARM FIRE ALARM HOLDUP ALARM SUPERVISION OTHER _____

CONFIDENTIAL SCHEDULE OF PROTECTION

TYPE OF ALARM CONTROL _____ LOCATION _____

SUBSCRIBER ACKNOWLEDGES THAT ADDITIONAL PROTECTION MAY BE OBTAINED FROM THE COMPANY OVER AND ABOVE THAT PROVIDED HEREIN AT ADDITIONAL COST

YOU, THE BUYER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT AT THE END OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

SIGNATURE _____

DATE _____

I AUTHORIZE AUDIO CENTRAL ALARM TO CHARGE MY CREDIT CARD LISTED BELOW FOR THE AMOUNT SET FORTH HEREIN COVERING INSTALLATION CHARGES ONLY

SIGNATURE _____

DATE _____

- VISA
- MASTERCARD

REMARKS

**WIRELESS BACKUP SYSTEM
EXPLAINED AND OFFERED**

ACCEPTED DECLINED

CUSTOMER SIGNATURE _____

SALESMAN'S INITIALS _____

DATE _____

PHONE LINE PROBLEMS • CALL AUDIO CENTRAL FIRST
SUBSCRIBER AGREES IT IS THEIR RESPONSIBILITY TO TEST THEIR ALARM SYSTEM IN ITS ENTIRETY

<p>CHARGES FOR ABOVE LISTED EQUIPMENT (INCLUDING INSTALLATION)</p> <p>CONTRACT PRICE \$ _____</p> <p>DEPOSIT \$ _____</p> <p>BALANCE \$ _____</p> <p>BALANCE DUE: \$ _____</p> <p>UPON COMPLETION</p>	<p>MAINTENANCE & MONITORING AGREEMENT ANNUAL CHARGE</p> <p><input type="checkbox"/> MAINTENANCE SERVICE \$ _____</p> <p><input type="checkbox"/> CENTRAL STATION SIGNAL RECEIVING & NOTIFICATION SERVICE \$ _____</p> <p><input type="checkbox"/> _____ \$ _____</p> <p><input type="checkbox"/> RUNNER RESPONSE SERVICE \$ _____</p> <p><small>MONITORING SERVICE AND TERMS: Audio Central Alarm agrees to monitoring without liability and not as an insurer during the term of this Agreement the signals of the system. This Agreement shall have an initial term of five (5) years commencing from the date monitoring service begins. Audio Central Alarm shall have the right to increase the annual charge for monitoring after one (1) year. At the expiration of the initial term, this Agreement shall automatically renew for periods of five (5) years each. The first of such renewal periods to commence upon the date of expiration of this Agreement unless either party shall notify the other in writing, not less than thirty (30) days prior to the expiration of the original Agreement or the expiration of any renewal periods of the desire to terminate this Agreement.</small></p>
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CUSTOMER'S APPROVAL	DATE	SALESMAN	COMPANY APPROVAL
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TERMS AND CONDITIONS APPLYING TO INSTALLATION

1. **Installation:** Audio Central Alarm, (hereinafter referred to as ACA), agrees to install the equipment listed on the reverse side of this agreement in a workmanlike manner in accordance with the following conditions:

A. Customer will make premises available without interruption during ACA's normal working hours, 8:00 AM to 5:00 PM, Monday through Friday excluding holidays.

B. Customer understands that the installation will necessitate drilling into various parts of the premises. ACA intends generally to conceal wiring in the finished areas of the premises, however, there may be areas which due to construction, decoration or furnishings of the premises, ACA determines, in its sole discretion, that it would be impractical to conceal the wiring and in such cases, wire will be exposed.

C. Errors In Installation. Any error or omission in construction or installation of the system must be called to the attention of the Company in writing within thirty (30) days after completion of the installation. Upon the expiration of said thirty (30) day period, the installation shall be considered accepted by the Subscriber.

D. Customer agrees to provide 110 AC electrical outlets at the designated locations for equipment requiring AC power.

E. The Subscriber understands that he/she is responsible to have the telephone company make any necessary connections.

F. Customer agrees to provide for lifting and replacing carpeting if required for the installation of floor mats or wiring.

2. **Title** to the equipment is to remain ACA's until the full purchase price of the installed equipment is paid. Failure to pay the purchase price when due shall give ACA the right, without obligation to redecorate or repair the premises or any other liability, to repossess that equipment with or without notice, and to avail itself of any legal remedy.

3. **Warranty** - ANY PART OF THE SYSTEM AND WIRING INSTALLED UNDER THIS AGREEMENT WHICH PROVES TO BE DEFECTIVE IN MATERIAL OR WORKMANSHIP WITHIN ONE YEAR OF THE DATE OF COMPLETION OF INSTALLATION WILL BE REPAIRED OR REPLACED AT ACA'S OPTION WITH A NEW OR FUNCTIONALLY OPERATIVE PART. LABOR AND MATERIAL REQUIRED TO REPAIR OR REPLACE SUCH DEFECTIVE COMPONENTS OR TO MAKE MECHANICAL ADJUSTMENTS TO THE SYSTEM WILL BE FREE OF CHARGE FOR A PERIOD OF ONE YEAR FOLLOWING THE COMPLETION OF THE ORIGINAL INSTALLATION. THESE REPAIRS WILL BE PERFORMED DURING REGULAR WORKING HOURS.

THE WARRANTY PRINTED ABOVE DOES NOT APPLY TO THE CONDITIONS LISTED BELOW AND IN THE EVENT THE CUSTOMER CALLS ACA FOR SERVICE UNDER THE WARRANTY AND UPON INSPECTION BY THE ACA REPRESENTATIVE IT IS FOUND THAT ONE OF THESE CONDITIONS HAS LED TO THE INOPERABILITY OR APPARENT INOPERABILITY OF THE SYSTEM, A CHARGE WILL BE MADE FOR THE SERVICE CALL OF THE ACA REPRESENTATIVE WHETHER OR NOT HE ACTUALLY WORKS ON THE SYSTEM. SHOULD IT ACTUALLY BE NECESSARY TO MAKE REPAIRS TO THE SYSTEM DUE TO ONE OF THE "CONDITIONS NOT COVERED BY WARRANTY," A CHARGE WILL BE MADE FOR SUCH WORK, AT ACA'S THEN APPLICABLE RATES FOR LABOR AND MATERIAL.

Conditions Not Covered by Warranty:

A. Damage resulting from accidents, acts of God, alteration, misuse, tampering and abuse.

B. Failure of the Customer to properly close or secure a door, window or other points protected by the alarm system.

C. Failure of Customer to properly follow operating instructions provided by ACA at time of installation.

D. Trouble in the telephone line.

E. Trouble due to interruption of power resulting in replacement of rechargeable batteries, transformers, etc.

TERMS AND CONDITIONS OF MAINTENANCE SERVICE, SIGNAL RECEIVING AND NOTIFICATION SERVICE, RUNNER RESPONSE SERVICE AND DIRECT CONNECT SERVICE

1. **Maintenance Service** for the equipment supplied under this Agreement will be provided by ACA if the reverse side of this Agreement includes a charge for Maintenance Service. The term of the Maintenance Service shall be for a period of one year, commencing one year from the date of completion of installation at which time the Maintenance Service charge will be due and payable.

Maintenance Service shall include the labor and parts required to repair equipment which has become defective through normal wear and useage and excludes from coverage the "Conditions Not Covered by Warranty" listed above.

It is understood and agreed that ACA's obligation is related to the maintenance solely of the specific protection system, and that ACA is in no way obligated to maintain, repair, service, replace operate or assure the operation of any device or devices of the Customer or of others not installed by ACA.

If not contracted for before the expiration of the Warranty, ACA will enter into a Maintenance Service Contract only after inspecting the system and making any necessary repairs or replacements to the system at a charge to the Customer for labor and/or material at ACA's then prevailing rates.

2. **Repair and Parts Replacement Without Maintenance Service** - After the warranty period and if a maintenance service contract has not been signed, ACA will, if requested, provide the Customer with repair and parts replacement for the equipment at ACA's prevailing prices and terms at the time.

3. **A Direct Connection** to the Municipal Police, Fire Department or other Agency shown shall be provided if the reverse side of this Agreement provides for direct connect service.

4. **Signal Receiving and Notification Service** shall be provided by ACA if the reverse side of this agreement includes a charge for Signal Receiving and Notification Service. This service will provide the following:

In the event a distinct hold-up alarm signal registers at ACA CENTRAL STATION, ACA shall endeavor to notify promptly the appropriate police department. ACA shall not call the premises to verify alarm signal.

When a burglar or fire alarm signal registers at ACA CENTRAL STATION, ACA shall endeavor to notify promptly the appropriate police or fire department and the designated representative(s) of the Subscriber. If possible ACA will call premise to verify fire alarm signal.

In the event a supervisory signal or trouble signal registers at ACA CENTRAL STATION, ACA shall endeavor to notify promptly the designated representative of the Subscriber.

5. **The Company shall** have the right to subcontract any services which it is required to perform under this Agreement.

6. **Runner Response Service** - shall be provided by ACA if the reverse side of the Agreement includes a charge for Runner Response Service. This service will provide the following:

On receipt of a burglar or fire alarm signal from the Subscriber's premises, ACA agrees to send its representative to said premises to meet the Police or Fire department personnel and if provided with a key by the Subscriber for such purpose, the representative will enter the premises with Police or Fire officials. The Subscriber hereby authorizes and directs ACA's representative to enter his premises and in such cases to indemnify ACA and ACA's representative against any liability, cost of expense, in consequence of entering Subscriber's premises. The Subscriber agrees to furnish ACA a list of the names of all persons who shall have the right to enter the premises of the Subscriber and who may be called upon for a key to enter the premises of the Subscriber, during such periods. In the event ACA's representative is sent to the subscriber's premises in response to an alarm signal caused by the Subscriber improperly following operating instructions or failing to close or properly secure a window, door or other protected point, there shall be an additional charge to the Subscriber.

7. **Cancellation** - This agreement may be terminated at the option of the Contractor at any time in the event that ACA's Central Station is destroyed or so substantially damaged by fire or other catastrophe that it is impracticable to continue service, or in the event that the Contractor is unable either to secure or retain the connections or privileges necessary for the transmission of signals by means of conductors between the Subscriber's premises and the Municipal Police or Fire Department or other Agency and the Contractor shall not be liable for any damages or subject to any penalty as a result of such termination.

It is understood and agreed that this Agreement may be terminated by ACA in the event that the Subscriber fails to follow any recommendations ACA may make for the repair or replacement of defective parts of his system not covered under the Warranty or Maintenance Service Contract or in the event that the Subscribers fail to follow the operating instructions provided at the time his system was installed results in an undue number of false alarms or if the premises in which the system is installed are so modified or altered after installation as to render continuation of service impractical.

In the event of such termination, ACA will refund to the subscriber any advance payments made for service to be supplied subsequent to the date of such termination less any amount still due for the sale of equipment, etc.

GENERAL TERMS AND CONDITIONS

1. **Service** - pursuant to the Warranty or the Maintenance Service Contract printed above will be furnished by ACA during its normal working hours, 8:00 AM to 5:00 PM, Monday through Friday, except holidays. ACA shall have full and free access to the equipment to perform service thereon. ACA shall not be responsible for failure to render service due to causes beyond its control. Services rendered outside the normal working hours of ACA are not within the scope of the Warranty or Maintenance Contract.

2. **LIMIT OF LIABILITY** - THE WARRANTIES PRINTED ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THE REMEDIES ARE IN LIEU OF ALL OTHER REMEDIES. IT IS UNDERSTOOD THAT ACA IS NOT AN INSURER, THAT INSURANCE, IF ANY SHALL BE OBTAINED BY THE CUSTOMER AND THAT AMOUNTS PAYABLE TO ACA HEREUNDER ARE BASED UPON THE VALUE OF THE SERVICES AND EQUIPMENT AND THE SCOPE OF LIABILITY AS HEREIN SET FORTH AND ARE UNRELATED TO THE VALUE OF THE CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHERS LOCATED IN CUSTOMER'S PREMISES. ACA MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, THAT THE SYSTEM OR SERVICES SUPPLIED, WILL AVERT OR PREVENT OCCURRENCES OF THE CONSEQUENCES THEREFROM, WHICH THE SYSTEM OR SERVICES IS DESIGNED TO DETECT. THE CUSTOMER DOES NOT DESIRE THIS CONTRACT TO PROVIDE FOR FULL LIABILITY OF ACA AND AGREES THAT ACA SHALL BE EXEMPT FROM LIABILITY FOR LOSS OR DAMAGE DUE DIRECTLY OR INDIRECTLY TO OCCURRENCES, OR CONSEQUENCES THEREFROM WHICH THE EQUIPMENT OR SERVICE IS DESIGNED TO DETECT OR AVERT; THAT IF ACA SHOULD BE FOUND LIABLE FOR LOSS OR DAMAGE DUE TO FAILURE OF EQUIPMENT OR SERVICE IN ANY RESPECT, ITS LIABILITY SHALL BE LIMITED TO \$250.00 AS THE EXCLUSIVE REMEDY, IF THIS AGREEMENT PROVIDES FOR A DIRECT CONNECTION TO A MUNICIPAL POLICE OR FIRE DEPARTMENT OR OTHER AGENCY THAT DEPARTMENT OR AGENCY MAY INVOKE THE PROVISIONS HEREOF AGAINST ANY CLAIMS BY THE CUSTOMER DUE TO ANY FAILURE OF SUCH DEPARTMENT OR AGENCY.

3. **Indemnification.** Subscriber agrees to and shall indemnify and save harmless ACA, its employees and agents, for and against all third party claims, lawsuits and losses alleged to be caused by ACA's performance, negligent performance or failure to perform its obligation under this Agreement.

4. **Invalid Provisions.** In the event any of the terms or provisions of this Agreement shall be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

5. **Taxes, Municipal Charges, etc.** - In addition to the charges included herein, the Customer agrees to pay any taxes, fees or charges relating to the installation of service provided under this Agreement which are authorized or imposed by any governmental body.

6. If telephone line charges are included in the annual charge specified on the reverse side; Customer agrees to pay any increase in charge to ACA for facilities required for transmission of signals under this agreement.

7. **Assignment** - This Agreement is not assignable by Subscriber except upon written consent of ACA being first obtained.

8. **Verbal** - There are no verbal understandings changing or modifying any of the terms of this Agreement.

9. **Approval** - This Agreement is not binding unless approved by an authorized representative of ACA. In the event of failure of approval, as aforesaid, the only liability of ACA shall be to return to Subscriber the amount, if any, paid to ACA upon the signing of the Agreement.

10. This constitutes the entire Agreement between the Customer and ACA and no representation or statement not contained in the Agreement shall be binding upon ACA as a warranty or otherwise. The foregoing terms and conditions shall prevail notwithstanding any variance with the terms and conditions of any order submitted by the Customer.