**ALARM MONITORING AGREEMENT**

This agreement is entered into this First day of May, in the year 2018, by and between Federal Fire and Security LLC, hereinafter referred to as “COMPANY” Hardin County School Board and all its facilities in Hardin County (City) Elizabethtown, (State) Kentucky, hereinafter referred to as “SUBSCRIBER”.

1. **DESCRIPTION OF SERVICES PROVIDED:** COMPANY agrees to provide monitoring service as hereinafter set forth for the alarm system owned by SUBSCRIBER and located at (Street) Various Addressess (City) Multiple Cities (State) Kentucky, (Zip Code) Multiple Zip codes.
2. **PAYMENT AND TERMS:** SUBSCRIBER agrees to pay to company, its agents of assigns for monitoring, the sum of Three Hundred Fifty ($) 350.00 Dollars Payable Annually per account. This agreement shall be for an initial term of one (1) year and may be renewed by the Hardin County Board of Education for additional one year terms. This agreement may be for a term of one (1) year. This agreement may be renewed by Subscriber, providing thirty (30) days’ notice to Company. COMPANY may increase the monthly monitoring rate for any renewal period by giving SUBSCRIBER sixty (60) days prior written notice.
3. **RECEIPT OF COPY: SUBSCRIBER acknowledges receipt of a copy of this agreement**
4. **COMPANY IS NOT AN INSURER; LIMITATION OF LIABILITY:**

**4.1** It is understood and agreed: That COMPANY is not an insurer; that insurance, if any, shall be obtained by SUBSCRIBER; that the payments provided for herein are based solely on the value of the service as set forth herein; that COMPANY makes no guaranty or warranty, including any implied warranty of merchandise or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences therefrom which the system or service 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 failure to perform any of the obligations herein, including, but not limited to monitoring or the failure of the system to properly operate with resulting loss to SUBSCRIBER because of, among other things:

**a.)** The uncertain amount of value of SUBSCRIBER’S property or the property of others kept on premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system of service is designed to detect or avert.

**b.)** The uncertainty of the response time of any police department, fire department, paramedic unit, or other, 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, or any loss would be proximately caused by COMPANY’S failure to perform or by its equipment 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 from failure of COMPANY to perform any of the obligations herein, including, but not limited to monitoring service, or the failure of the service or equipment in any respect whatsoever, COMPANY’S liability shall be limited to a sum equal to the total of six monthly payments or Two Hundred Fifty Dollars ($250.00), whichever is lesser, and this liability shall be exclusive, and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly to persons or property, from performance or non-performance of the obligations imposed by this contract, or from negligence, active or otherwise, of COMPANY, its agents, servants, assigns, or employees.

**4.2** If SUBSCRIBER wishes COMPANY to assume a greater limited liability, SUBSCRIBER may obtain from COMPANY a greater limitation of liability by paying an additional periodic charge to COMPANY. If SUBSCRIBER elects to exercise this option, a rider shall be attached to this agreement setting forth the terms, conditions and amount of the limited liability and the additional charge. Such rider and additional obligation shall in no way be interpreted to hold COMPANY as an insurer.

**4.3** All of Section 5 is applicable to common negligence by the Company and if any loss resulting to the District is a result of the gross negligence or willful conduct of an employee or agent of the Company, then all waivers regarding damages would no longer apply.

1. **COMPANY’S LIABILITY/DISCLAIMER OF WARRANTIES: COMPANY DOES NOT REPRESENT OR** WARRANT: THAT THE ALARM SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM OR SERVICE WILL PREVENT ANY LOSS BY BURGLARY, HOLD-UP, OR OTHERWISE; OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTIONS FOR WHICH IT IS INSTALLED OR INTENDED, SUBSCRIBER ACKNOWLEDGES AND AGREES: THAT COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. SUBSCRIBER FURTHER ACKNOWLEDGES AND AGREES: THAT COMPANY IS NOT AN INSURER; THAT SUBSCRIBER ASSUMES ALL RISK OF LOSS OR DAMAGE TO SUBCRIBER’S PREMISES OR TO THE CONTENTS THEREOF. SUBSCRIBER HAS DISCUSSED THE AMOUNTS SET FORTH IN PARAGRAPH 5 WITH COMPANY’S AGENT, WHICH SETS FORTH COMPANY’S MAXIMUM LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO SUBSCRIBER OR ANYONE ELSE AND HAS

( ) **ACCEPTED** (X ) **DECLINED** A HIGHER LIMITATION OF COMPANY’S LIABILITY.

1. **MONITORING SERVICES: Signals of the alarm system owned by SUBSCRIBER at the premise herein above set forth shall be monitored by COMPANY. If in the opinion of COMPANY, use of the alarm system by SUBCRIBER adversely affects the use of the signal receiving equipment, this Agreement may be terminated ten (10) days following written notice to the SUBSCRIBER.**
2. **RESPONSE TO ALARMS:**

**7.1** Upon receipt of a burglar alarm signal, Company shall transmit the alarm to headquarters of the police department and notify the SUBSCRIBER or its designated representative by calling the telephone number supplied to COMPANY in writing by SUBSCRIBER. Upon written request from SUBSCRIBER, COMPANY will notify SUBSCRIBER or his designated representative first to receive authorization to dispatch the police department.

**7.2** Upon receipt of a hold-up alarm signal, transmit the alarm to police department.

**7.3** Upon receipt of a sprinkler alarm signal, water flow signal, manual, smoke or automatic fire alarm signal, transmit the alarm to the fire department and notify SUBSCRIBER or his designated representatives by calling the telephone number supplied to COMPANY in writing by SUBSCRIBER. Upon written request of the SUBSCRIBER, COMPANY will notify SUBSCRIBER or his designated representative first to receive authorization to dispatch the fire department.

**7.4** Upon receipt of a monitor signal, notify SUBSCRIBER or his designated representative by calling the telephone number supplied to COMPANY in writing by SUBSCRIBER.

**7.5 TRANSMISSION LINES:** SUBSCRIBER shall pay all charges made by any telephone company or other utility for installation, leasing, and service charges or telephone lines connecting SUBSCRIBER’S protected premises to COMPANY’S central station when a digital communicator is used. SUBSCRIBER acknowledges that if COMPANY utilizes a digital communicator for the purposes of transmitting alarm signals from SUBSCRIBER’S premises to COMPANY’S central station, that the signals from subscriber’s alarm system are transmitted over SUBSCRIBER’S regular telephone service to COMPANY’S central station and in the event SUBSCRIBER’S telephone service is out of order, disconnected, 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 will not be known to COMPANY. SUBSCRIBER further acknowledges and agrees that signals which are transmitted over telephone company lines which are wholly beyond the control and jurisdiction of COMPANY and are maintained and serviced by the applicable telephone company or utility. COMPANY, at its option, may utilize a radio frequency system for transmitting alarm signals from SUBSCRIBER’S premises to COMPANY’S central station. SUBSCRIBER acknowledges that the use of radio frequencies are controlled by the Federal Communication Commission and changes in rules, regulations, and policies may necessitate the discontinuing use of such transmission facilities by COMPANY at COMPANY’S sole option. SUBSCRIBER further acknowledges that radio frequency transmissions may be impaired or interrupted by atmospheric conditions, including electrical storms, power failures, or other conditions and events beyond the control of COMPANY.

1. **COMPANY’S OBLIGATION: SUBSCRIBER and COMPANY agree that COMPANY’S sole and only obligation under the Agreement shall be to monitor signals received by means of the protective systems and respond thereto as set forth in Section 8 of this Agreement.**
2. **FALSE ALARMS: In the event an excessive number of false alarms (The definition of excessive will be agreed upon by the subscriber and not at the sole discretion of the company) are caused by** SUBSCRIBER’S carelessness, malicious action, or accidental use of the alarm system , COMPANY may in its sole discretion deem same to be a material breach of contract on the part of SUBSCRIBER and, at its option, be excused from further performance, upon the giving of ten (10) days written notice to SUBSCRIBER.

In the event a fine, penalty, or fee is assessed against COMPANY by any governmental or municipal agency as a result of any alarm originating from SUBSCRIBER’S premises, SUBSCRIBER agrees to forthwith reimburse COMPANY for same, unless the fine is a result of gross negligence or willful conduct of an employee or agent of the Company. SUBSCRIBER represents that he fully understands that the equipment, because of it sensitivity and nature, is subject to the influence of external events which are not within the control of COMPANY and which may cause the alarm to activate.

1. **INTERRUPTION OR CANCELLATION 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 control of COMPANY and will not be required to supply monitoring service to SUBSCRIBER while interruption of service due to any such may continue. This agreement may be suspended or canceled, without notice at the option of COMPANY, if COMPANY’S Central Station or SUBSCRIBER’s premises or equipment are destroyed by fire or other catastrophe, or substantially damaged that it is impractical to continue service or in the event COMPANY is unable to render service as a result of any action by any government authority.
2. **SUBSCRIBER’S DUTIES AS TO USE OF SYSTEM:** The SUBSCRIBER shall carefully and properly test and set the alarm system immediately prior to the securing or the premises and carefully test the system yearly during the term of this Agreement. SUBSCRIBER shall immediately report to COMPANY any claimed inadequacy in or failure of the system or service. SUBSCRIBER agrees to furnish COMPANY with all changes, revisions, and modifications to SUBSCRIBER’S information in writing. When any device or protection is used, including but not limited to space protection, which is affected turbulence of air, occupied airspace change, or other disturbing conditions, SUBSCRIBER may at its discretion turn off or remove all things, inanimate, including but limited to all forced air heaters, air conditioners, horns, bells, animals, and any other sources of air turbulence or movement, which may interfere with the effectiveness of the system during closed periods while the alarm system is on. SUBSCRIBER shall have sole responsibility for SUBSCRIBER’S audible device. In the event COMPANY is called upon by SUBSCRIBER, governmental authority, or others to silence SUBSCRIBER’s audible device, SUBSCRIBER agrees to pay for each such service call at COMPANY’S then prevailing rate with a one hour minimum charge, unless the need to silence is a result of gross negligence or willful conduct of an employee or agent of the Company in which case the Company will make needed repairs at the Company’s cost.

SUBSCRIBER shall obtain, pay for and keep in full force and effect, all necessary licenses and permits for the installation use of the alarm system during the original and any renewal term of this Agreement.

1. **DEFAULT BY SUBSCIBER: If SUBSCRIBER fails to pay any amount herein provided within sixty (60) days. This is a test 08:22:36 Real time(60) days after the same is due and payable, or if SUBSCRIBER fails to perform any other provisions hereof within sixty (60) days after COMPANY shall have requested in writing performance thereof, COMPANY shall have the right but shall not be obligated to exercise any one or more of the following remedies: (a) Recover the existing amounts due from SUBSCRIBER and continue to monitor the system, in which case COMPANY shall be entitled to recover, in addition, the monthly charge due under the contract for said services; or (b) Recover from SUBSCRIBER all sums COMPANY may be entitled to under the law.**
2. **DELINQUENCY; RECONNECT CHARGES: In the event any payment due hereunder is more than sixty (60) days delinquent, COMPANY may impose and collect a late charge on the amount of the delinquency at the maximum rate permitted by Kentucky law, but not greater than six (6%) percent per annum. If the alarm system is deactivated because of SUBSCRIBER’s past due charge to be fixed by COMPANY may be entitled to under the law.**
3. **TERMINATION: Upon termination of this Agreement for any reason, SUBSCRIBER shall permit COMPANY or its agent to enter SUBSCRIBER’S premises and disconnect SUBSCRIBER’s transmitter or communicator from COMPANY’S network.**
4. **PURCHASE ORDERS: It is understood and agreed by and between the parties hereto, that if there is any conflict between this Contract and SUBSCRIBER’s purchase order, or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.**
5. **INVALID PROVISIONS: In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.**
6. **ENTIRE INTEGRATED AGREEMENT; MODIFICATION; ALTERATION WAIVER:**
7. **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 supersedes all prior representations, understandings or 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 of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. The parties agree that this Agreement is to be performed in the State of Kentucky and shall be governed by the laws of the State of Kentucky. THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNLESS APPROVED IN WRITING BY AN OFFICER OF COMPANY. IN THE EVENT OF NON-APPROVAL, THE SOLE LIABILITY OF COMPANY SHALL BE TO REFUND TO SUBSCRIBER THE AMOUNT THAT HAS BEEN PAID TO COMPANY BY SUBSCRIBER UPON THE SIGNING OF THIS AGREEMENT.**

**Federal Fire and Security Hardin County Board of Education**

**Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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