



2206 Darby Road • Havertown, PA 19083
(610) 789-7016 FAX (267) 775-3319

CENTRAL STATION MONITORING AGREEMENT

This Central Station Monitoring Agreement is dated this 23 Day of April, 2019, by and between KARTMAN SECURITY, LLC (“Company”) and you (the “Customer”). This Agreement is only for Central Station Monitoring of the System located at the Premises of the Customer, as identified below (hereinafter the “System”).

SECTION 1. SUBSCRIBER INFORMATION

Premises Address:
22 Township Line Road
Elkins Park PA 19027

Billing Address:
Name: Lindy Property Management, Bill Box
Address: P.O. Box 7559
Hicksville NJ 11802

Premises Telephone No: (855) 998 - 6717

Billing Telephone No: (125) 886 - 8030

SECTION 2. SERVICES PROVIDED

- ☐ Fire Alarm Monitoring via phone lines

☒ Fire Alarm Monitoring via GSM Cellular

☐ Burglar Alarm Monitoring via phone line(s)

☐ Burglar Alarm Monitoring via GSM Cellular
- ☐ Elevator Phone Monitoring

☐ Open and Closing Reports

☐ Other (specify) _____

Total Annual Service Charges \$ 540.00
All charges exclude taxes.

Subscriber shall pay Company the amount indicated above as the “Total Annual Service Charges” as follows:

____ Monthly ____ Quarterly ____ Semi-Annually x Annually, in advance, for the term of this Agreement.

NOTE: MONITORING SERVICES SHALL NOT COMMENCE UNTIL AFTER COMPANY HAS RECEIVED PAYMENT IN FULL FOR ALL MONITORING RELATED CHARGES FOR THE INITIAL TWELVE (12) MONTHS OF THE TERM.

TERM OF CENTRAL STATION MONITORING

The Company, through a Central Monitoring Station (the “Central Monitoring Station”), agrees to monitor signals from the System for an initial term of three (3) years from the date of this Agreement. After the initial term, this Agreement will automatically renew for successive, equal periods unless either party gives to the other at least thirty (30) days written notice of intention to terminate this Agreement before the expiration of the term.

BY SIGNING BELOW THE CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS RECEIVED A COPY OF THIS AGREEMENT AND HAS READ AND UNDERSTOOD THIS AGREEMENT, INCLUDING THOSE GENERAL TERMS OF THE SECOND PAGE.

CUSTOMER:

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Brian Kroker
Electronic Signature
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COMPANY:

DocuSigned by:
By: John Bowen
Authorized Representative
Electronic Signature
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GENERAL TERMS TO CENTRAL STATION MONITORING

1. **DESCRIPTION OF MONITORING SERVICE.** Monitoring Services consists of the following: if the Central Monitoring Station receives a signal from the System, the Central Monitoring Station will attempt to notify, over the regular telephone lines and/or other available means and methods which it customarily utilizes, the person(s) identified in writing by the Customer on the Call List and/or the appropriate governmental agencies, if applicable. Customer understands and agrees that neither the Company nor the Central Monitoring Station can control or be responsible for police or fire response time to alarm conditions. The Customer agrees to provide the Company with a completed authorized personnel and call list (the "Call List"), and to update it as Customer makes changes. The Company and the Central Station are entitled to rely solely on the Call List in providing the Monitoring Services, unless required otherwise by law. The Customer hereby appoints the Company as the authorized agent of the Customer for purpose of providing information and direction to the Central Monitoring Station, including without limitation, the Call List. The Customer understands that no form of monitoring is error-free. Signals from the System are transmitted to the Central Monitoring Station using one or more forms of communications equipment or services authorized by the Customer and at the Customer's Premises, which may include (i) the Customer's regular telephone lines; (ii) wirelessly, if the Customer has contracted for a wireless cellular radio from the Company; and/or (iii) the Customer's internet or cable system. The System's ability to transmit data, and the ability of the Central Monitoring Station to receive and understand and act on data, is dependent upon the proper functioning of the applicable communication equipment. In the event the applicable communications equipment is out of order, off-hook, disconnected, or otherwise interrupted, the signals from the System will not be received or known to the Central Monitoring Station and no action can therefore be taken. The Customer further understands that switching or changing the communications equipment or services (i.e., switching to Comcast, Skype, Vonage, VOIP or other similar service), may leave the System compromised and unable to communicate alarm signals to the Central Monitoring Station. Customer agrees to notify Company in writing at least ten (10) days before altering, changing, or discontinuing its existing communications equipment or services. Customer understands that additional equipment may be required to be installed at Customer's costs to have the System operate correctly. The Customer understands that neither the Company nor the Central Monitoring Station shall have any duty or obligation to provide any Monitoring Services (i) in the event the Central Monitoring Station does not receive an alarm signal from the System; or (ii) during any period of time in which the Central Monitoring Station and/or its communication network is inoperable such that it is unable to receive an alarm signal and/or respond to a alarm signal.

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2. **LIMITATION OF COMPANY'S LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF "COMPANY" IS FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO BREACH OF CONTRACT OR WARRANTY, ANY DEGREE OF NEGLIGENCE OF COMPANY IF PERMITTED BY APPLICABLE LAW, STRICT PRODUCT LIABILITY, SUBROGATION, INDEMNIFICATION OR CONTRIBUTION, OR ANY OTHER THEORY OF LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, THE SYSTEM, OR ANY SERVICES CONTRACTED-FOR UNDER THIS AGREEMENT, COMPANY'S MAXIMUM LIABILITY WILL BE LIMITED TO THE SUM OF ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00), AND THIS LIABILITY SHALL BE EXCLUSIVE. COMPANY MAY ASSUME A GREATER LIABILITY, BUT ONLY FOR AN ADDITIONAL CHARGE TO BE AGREED UPON BY CUSTOMER AND COMPANY IN WRITING. THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS LIABILITY FOR, AMONG OTHER THINGS, LOST PROFITS; DAMAGED OR DESTROYED PROPERTY, OR LOSS OF USE OF PROPERTY; GOVERNMENT FINES AND CHARGES; PERSONAL INJURIES, PAIN AND SUFFERING AND DEATH; LOSS OF WAGES AND EARNING CAPACITY; CROSS-CLAIMS AND CLAIMS FOR INDEMNITY AND CONTRIBUTION; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS LIMITATION ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES. THROUGHOUT THESE GENERAL TERMS, THE "COMPANY" INCLUDES ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS (INCLUDING THE CENTRAL MONITORING STATION). NOTHING CONTAINED HEREIN SHALL BE CONSTRUED IN A MANNER WHICH WOULD RENDER OR MAKE THIS CLAUSE, IN WHOLE OR IN PART, VOID AND/OR UNENFORCEABLE.

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3. **CUSTOMER'S PROTECTION OF COMPANY.** THIS AGREEMENT IS INTENDED ONLY FOR CUSTOMER'S BENEFIT. THEREFORE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER SHALL PROTECT, INDEMNIFY, DEFEND, RELEASE AND HOLD HARMLESS COMPANY FROM ALL LIABILITY AGAINST ALL THIRD PARTY CLAIMS OR LOSSES (INCLUDING PAYMENT OF COMPANY'S ATTORNEYS' FEES AND COSTS) BROUGHT AGAINST COMPANY ARISING FROM OR RELATING TO THIS AGREEMENT AND/OR THE SYSTEM, BUT (a) ONLY TO THE EXTENT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT ACTS OR OMISSIONS OF THE CUSTOMER OR ANY THIRD PARTY, AND (b) FROM THE COMPANY'S OWN NEGLIGENCE, BUT ONLY IF PERMITTED BY APPLICABLE LAW. NOTHING CONTAINED HEREIN, INCLUDING (b) ABOVE, SHALL BE CONSTRUED TO REQUIRE ANY INDEMNIFICATION WHICH WOULD RENDER OR MAKE THIS CLAUSE, IN WHOLE OR IN PART, VOID AND/OR UNENFORCEABLE.

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4. **CUSTOMER'S AGREEMENTS.** Customer has the authority to sign this Agreement and in doing so will not violate any other agreement. Customer understands and agrees that the Central Monitoring Station is an independent contractor and independent operating company. There is no partnership, joint venture,

employer/employee, master/servant, or other similar relationship between the Company and the Central Monitoring Station. All of Customer's duties and obligations under this Agreement continue even if the Customer sells or leaves the Premises. Customer agrees to register the System, if required by the local county, township or municipality.

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5. **REMEDIES.** If Customer fails to perform its obligations under this Agreement, Company will give Customer written notice of default. If Customer does not cure the default in full within 10 days of the date of the notice, Company may terminate this Agreement and Customer must pay Company, to the fullest extent permitted by applicable law: (a) all amounts then due; (b) 50% of the amount due the Company for the remainder of this Agreement (as an agreed-upon amount of damages and not as a penalty); and (c) Company's reasonable collection costs, including attorneys' fees and costs. If this Agreement is terminated, Company will not provide Central Station Monitoring after that date. If Company waives any default, Company is not waiving other defaults. Any waiver by Company must be in writing. Company reserves the right to terminate the Central Station Monitoring, with no further obligation to Customer, upon 14 days advance written notice to Customer in the event of (i) excessive runaway and/or false signals, or (ii) violations of the reasonable policies and procedures of the Central Monitoring Station. Any default by the Customer under this Agreement is a cross-default under any and all other agreements between the Customer and Company, and the Company has assigned by the rights and remedies available to it under any other such agreement.

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6. **LATE CHARGES/PRICE INCREASES.** All invoices from Company are due within 10 days of receipt, unless otherwise stated in writing. If Customer is more than 30 days late with payment, Company can charge Customer interest of 1.5% per month (18% per annum), or the maximum amount permitted by applicable law. **THE COMPANY MAY INCREASE THE CHARGES FOR EACH RENEWAL TERM BY NO MORE THAN 10% BY GIVING THE CUSTOMER AT LEAST FORTY-FIVE (45) DAYS WRITTEN NOTICE BEFORE THE END OF THE CURRENT TERM.**

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7. **ASSIGNMENTS/SUBCONTRACTORS.** Customer cannot transfer or assign this Agreement without Company's prior written consent. COMPANY MAY SUBCONTRACT THIS AGREEMENT (IN WHOLE OR IN PART) AND, IF COMPANY DOES SO, THE SUBCONTRACTOR (WHICH INCLUDES THE CENTRAL MONITORING STATION) WILL HAVE THE RIGHT TO ENFORCE, AND RECEIVE THE BENEFIT OF, ALL TERMS & PROVISIONS OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE LIMITATION OF COMPANY'S LIABILITY. CUSTOMER'S PROTECTION OF COMPANY, AND WAIVER OF SUBROGATION. COMPANY DOES NOT ASSIGN OR SELL THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW.

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8. **LIMITATIONS ON LAWSUITS: JURY TRIAL.** Customer must bring any lawsuit against Company within 1 year after the act, omission or event occurred upon which the lawsuit is based. If Customer does not, Customer has no right to sue Company. Time is of the essence. The discovery rule shall not apply to toll this one (1) year limitation period. **TO THE FULL EXTENT PERMITTED BY LAW, COMPANY AND CUSTOMER BOTH SIGN UP THE RIGHT TO A JURY TRIAL.**

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9. **FALSE ALARM CHARGES.** In the event a fine, penalty or fee is assessed against Customer or Company by any governmental or municipal authority, department or agency as a result of any false or other alarm condition, Customer agrees to be solely responsible for payment, and shall reimburse the Company for any related fines, penalty or fees it pays.

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10. **USE OF COMMUNICATIONS.** The Customer, for himself/herself/itself, and as the authorized agent of Customer's family, guests, servants, representatives and employees (individually and collectively "Any Person") hereby consents to the Central Monitoring Station intercepting, recording, retrieving, reviewing, copying, disclosing and using for purposes of providing the Central Station Monitoring the contents of all telephone, video, wire, oral, electronic and other forms of transmission of communication to which Customer, or any Person, is a party. The Central Monitoring Station or Company are parties.

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11. **FORCE MAJEURE.** The obligation to provide Central Station Monitoring shall immediately terminate, without prior notice, in the event of (i) the telephone lines, network, or equipment; other communications equipment; software; or facilities of the Central Monitoring Station are destroyed, damages, or inoperable for any reason whatsoever; (ii) any war whether declared or undeclared, fire, flood, extreme weather, accident, explosion, act of terrorism, governmental orders, regulations, restrictions or priorities, strike, lockout or other labor troubles or any other cause beyond the absolute control of the Central Monitoring Station; or (iii) excessive runaway and/or false signals during the duration of the interrupted service; or

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12. **MISCELLANEOUS.** This Agreement contains the entire understanding between Customer and Company relating to the subject matter hereof, and replaces any earlier discussions or agreements. This Agreement cannot be changed except by a writing signed by Customer and Company. If any provision of this Agreement is found to be invalid, the remaining provisions are still effective. The law of the State where the Customer's address is located governs this Agreement. The terms and conditions of this Agreement shall prevail over any other terms and conditions of any order form, proposal, purchase order, or other agreement submitted by Customer, even if signed by Company. EXCEPT FOR SUBCONTRACTORS AND ASSIGNEES UNDER SECTION 7 ABOVE, THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

This Agreement is not binding on the Company until the earlier of: (i) Company signs this Agreement; or (ii) Central Station Services are commenced under this Agreement.

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