

NELSON ALARM

2602 East 55th Street
Indianapolis, IN 46220
(317) 255-2125

STANDARD COMMERCIAL SECURITY AGREEMENT

Date: 6/29/22

Subscriber's Name: City of Greenfield City Hall Telephone No.: _____ Mobile Phone No: 317*325-1501
Address: 10 S State St Greenfield IN 46240 Email Address: jwebb@greenfield.in.org

1. NELSON ALARM (hereinafter referred to as "NA" or "ALARM COMPANY") agrees to sell, install, and program at Subscriber's premises, and Subscriber agrees to buy, an electronic security and or fire alarm system, consisting of equipment and materials listed in **Schedule of Equipment** with the below cost.

Purchase Price:	\$ <u>5612.00</u>	**Plus Applicable Taxes and Fees, Price Includes Installation
Down Payment:	\$ <u>0.00</u>	**Balance due upon completion of installation: \$ <u>5612.00</u>

2. DESCRIPTION OF MONTHLY SERVICES: CHECK BOX FOR APPROPRIATE MONTHLY SERVICES AND CHARGES FOR THE SECURITY SYSTEM: Only services selected are included:

- \$ _____ Central Station Monitoring via Land Line Intrusion Fire Panic
- \$ 50.00 Central Station Monitoring via Cellular Communicator Intrusion Fire Panic
- \$ _____ Add Remote Alarm Access and Automation Total Connect Alarm.com
- \$ _____ Add Elevator Monitoring
- \$ _____ Add Proactive Video Monitoring
- \$ _____ Add Alarm Video Verification
- \$ _____ Add Video Access and Data Storage
- \$ _____ Add Remote Access Control Administration
- \$ _____ Add Service Contract for Components under **Schedule of Equipment**
- \$ _____ Add Annual Equipment Inspection - Inspection services include testing of all accessible components to insure proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair and only one scheduled inspection is included per annum.

Subscriber agrees to pay NA the sum of \$ 50.00, plus applicable tax and fees, per month, payable three (3) months in advance for the monitoring of the Security System and other applicable services checked above, for the original and renewal term of this agreement.

3. **PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF NA:** Provided Subscriber performs this agreement for the full term thereof, upon termination NA shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code. Software programmed by NA is the Intellectual property of NA and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. The Equipment shall remain personal property and shall not be considered a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by NA. NA's signs and decals remain the property of NA.

4. **TERM OF AGREEMENT / RENEWAL:** The term of this agreement shall be for a period of three (3) years and shall automatically renew year to year thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the agreement at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof NA shall be permitted from time to time to increase all charges by an amount not to exceed five percent each year and Subscriber agrees to pay such increase.

5. **CENTRAL OFFICE MONITORING:** Upon receipt of a signal from Subscriber's alarm or video system, NA or its designee central office shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department depending upon the type of signal received. Not all signals will require notification to the authorities and Subscriber may obtain a written response policy from NA. With the exception of a fire system, no response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of NA or NA's designee central office and NA does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, Internet, VOIP, radio or cellular, or other modes of communication pass through communication networks wholly beyond the control of NA and are not maintained by NA except NA may own the radio network, and NA shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish NA with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List NA will make a reasonable effort to make contact via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with NA's notification obligation. All changes and revisions shall be supplied to NA in writing. Subscriber authorizes NA to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting central

If NA prevails in any litigation or arbitration between the parties, Subscriber shall pay NA's legal fees. In any action commenced by NA against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. The parties agree that they may bring claims against the other only in their individual capacity, and not as a class action plaintiff or class action member in any purported class or representative proceeding. Subject to Subscriber's right to bring any claim against NA for up to \$1,000 in small claims court having jurisdiction, any dispute between the parties or arising out of this agreement, including issues of arbitrability, shall, at the option of any party, be determined by arbitration before a single arbitrator administered by Arbitration Services Inc., under its Arbitration Rules www.ArbitrationServicesInc.com, except that no punitive damages may be awarded. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address in this agreement or another address provided by the party in writing to the party making service. Subscriber submits to the jurisdiction and laws of Indiana and agrees that any litigation or arbitration between the parties must be commenced and maintained in the county where NA's principal place of business is located. The parties waive trial by jury in any action between them unless prohibited by law. Any action by Subscriber against NA must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against NA must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against NA in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement, and this consent to arbitrate shall survive the termination of this agreement.

26. NA'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that NA is authorized and permitted to subcontract any services to be provided by NA to third parties who may be independent of NA, and that NA shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Subscriber appoints NA to act as Subscriber's agent with respect to such third parties, except that NA shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to NA's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and central offices of NA.

27. FALSE ALARMS / PERMIT FEES: Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse NA for any fines relating to permits or false alarms. NA shall have no liability for permit fees, false alarms, false alarm fines, police or fire response, any damage to personal or real property or personal injury caused by police or fire department response to alarm, whether false alarm or otherwise, or the refusal of the police or fire department to respond. In the event of termination of police or fire response by the municipal police or fire department this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should NA be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay NA for such service or material.

28. CREDIT INVESTIGATION: Subscriber and any guarantor authorize NA to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.

29. FULL AGREEMENT / SEVERABILITY: This agreement along with the Schedule of Equipment constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties, except NA's requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document, agreement, purchase order or understanding between the parties, the terms of this agreement shall govern. Should any provision of this agreement be deemed void, the remaining parts shall not be affected.

SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS 6 PAGE AGREEMENT, SCHEDULE OF EQUIPMENT AT TIME OF EXECUTION.

NELSON ALARM:

Prepared By: RIL

Approved By: _____

Date: _____

BILL TO ADDRESS:

Same as Service Location

Address: _____

City, State, Zip: _____

ACCOUNTS PAYABLE CONTACT:

Name: _____

Phone: _____

Email: _____

SUBSCRIBER:

Printed Name: CHUCK FENWELL

Signature: 

Date: 7-12-2022

ACH AUTHORIZATION:

I authorize NA to charge my bank account indicated below on the 10th of each month, payable quarterly for advance payment of my central station monitoring and applicable services checked in section 2 of this agreement.

Check this box to include future repairs and upgrades.

Subscriber initials _____

Name on Acct: _____

Bank Name: _____

Routing #: _____

Account #: _____

Bank City / State: _____