

# EAGLE ONE PROTECTION

A Division of Reliable Systems, Inc.

SECURITY ALARM & ACCESS SYSTEMS  
Installation & Service, 24-Hour Monitoring

4515 Ocean View Blvd., Suite 170  
La Canada, CA 91011  
(818) 541-9800, Fax (818) 957-8008  
ACO#7303

## SECURITY SYSTEM MONITORING AGREEMENT

This Agreement is entered into this day March 1, 2017, by and between Eagle One Protection, (hereinafter referred to as "Eagle") and

SUBSCRIBER: 55-740

EAGLE ONE PROTECTION:

WILLIAM S. HART UNION HIGH SCHOOL  
DISTRICT COPY CENTER  
18536 SOLEDAD CANYON RD  
CANYON COUNTRY, CA 91351

Eagle One Protection  
4515 Ocean View Blvd., Suite 170  
La Canada, CA 91011  
(818) 541-9800, (818) 957-8008 Fax

1. DESCRIPTION OF SYSTEMS TO BE MONITORED:  Burglary Alarm System,  Hold-up Alarm System,  
 Other \_\_\_\_\_ The System(s) are described on the attached Schedule of Protection.

2. SERVICES PROVIDED: Eagle agrees to provide the following selected services for the alarm system(s) ("System") described above. Upon connection of the System to Eagle's monitoring facility, Eagle will instruct Subscriber in the proper use of the System.

NEW SYSTEM: Install a new remote station monitoring system and provide monitoring service. The transmitter panel shall remain Eagle's sole property and is provided as part of the service.

TAKEOVER EXISTING EAGLE SYSTEM: Provide remote station monitoring for an existing Eagle System. The transmitter panel shall remain Eagle's sole property and is provided as part of the service.

TAKEOVER SUBSCRIBER SYSTEM: Provide remote station monitoring using exiting monitoring equipment which belongs to Subscriber. Approximate Installation Starting Date: \_\_\_\_\_, 2017. Approximate Completion Date: \_\_\_\_\_, 2017.

Starting the installation of wiring and/or delivery of equipment to your premises will constitute substantial commencement of the work to be performed.

CELLULAR BACK UP: Installation \$ \_\_\_\_\_ Model # \_\_\_\_\_ SIM # \_\_\_\_\_ Monthly Monitoring \$ \_\_\_\_\_

CELLULAR BACK UP: Denied - signature \_\_\_\_\_

### 3. PAYMENT AND TERMS:

3.1 Payments: Subscriber will pay Eagle the sum of \$ \_\_\_\_\_ for the installation and connection of the monitoring equipment, payable \$ \_\_\_\_\_ upon signing this agreement and \$ 686.00 upon connection of the monitoring equipment; and \$ 35.00 per month, payable quarterly in advance, for the monitoring. The first monitoring payment will also include an amount equal to the pro rata share of the service charge for the month in which test signals are first transmitted from the system (based on a 30 day month), whether or not Subscriber puts the System in service.

3.2 Term: This Agreement shall commence on the day test signals are first transmitted to Eagle's monitoring facility continues for a period of 12 full calendar months. After the original term, this Agreement shall automatically be renewed for a consecutive 12 month term unless either party notifies the other in writing of its intention to terminate this Agreement, not less than thirty (30) days prior to the expiration of the original term or any renewal term thereof. Eagle may increase the monthly charge for any renewal period by giving Subscriber sixty (60) days prior written notice.

### 4. RECEIPT OF COPY: SUBSCRIBER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

THE TERMS AND CONDITIONS SET FORTH ON THE REMAINING PAGES OF THIS AGREEMENT AND ALL ADDENDA AND SCHEDULES ARE INCORPORATED HEREIN AND BY REFERENCE ARE MADE A PART HEREOF.

EAGLE ONE PROTECTION

SUBSCRIBER

By: [Signature]

By: \_\_\_\_\_

Approved: 3/17/17

Title: \_\_\_\_\_

Title: Manager

Date signed: \_\_\_\_\_

THIS AGREEMENT SHALL NOT BE BINDING UPON EAGLE UNLESS EITHER:

(1) APPROVED IN WRITING BY A MANAGER OF EAGLE, OR (2) TEST SIGNALS ARE FIRST SENT FROM THE SYSTEM.

**5. EAGLE'S LIABILITY/DISCLAIMER OF WARRANTIES:** EAGLE DOES NOT REPRESENT OR WARRANT: THAT THE SYSTEM TO BE MONITORED AND SERVICED BY EAGLE WILL PREVENT ANY LOSS BY BURGLARY, HOLDUP, VANDALISM, FIRE OR OTHERWISE OR THAT THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH THEY ARE INTENDED. SUBSCRIBER ACKNOWLEDGES AND AGREES: THAT EAGLE HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE SYSTEM, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, NOR HAS SUBSCRIBER RELIED ON ANY REPRESENTATIONS OR WARRANTIES. SUBSCRIBER FURTHER ACKNOWLEDGES AND AGREES: THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE OF THE AGREEMENT HEREOF. SUBSCRIBER FURTHER ACKNOWLEDGES AND AGREES: THAT EAGLE IS NOT AN INSURER; THAT SUBSCRIBER ASSUMES ALL RISK OF LOSS OR DAMAGE TO SUBSCRIBER'S PREMISES OR TO THE CONTENTS THEREOF; AND THAT SUBSCRIBER HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPHS 17 AND 18 WHICH SET FORTH EAGLE'S MAXIMUM LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO SUBSCRIBER OR ANYONE ELSE.

**6. EAGLE'S LIMITED LIABILITY:** SUBSCRIBER ACKNOWLEDGES THAT HE HAS DISCUSSED PARAGRAPH 17 WITH EAGLE'S AGENT, AND UNDERSTANDS THAT HE MAY OBTAIN AN INCREASE OF EAGLE'S LIABILITY BY PAYING AN ADDITIONAL CHARGE.

**7. INSTALLATION OF MONITORING EQUIPMENT:** Eagle shall install and connect Eagle's monitoring equipment to the protective devices described on the Schedule of Protection. Subscriber warrants that it has full authority from the owner and/or other person in control of the premises to permit the installation and operation of the System under all conditions set forth herein. Subscriber will provide all necessary non-switched electrical outlets required and necessary current through his meter for the installation and operation of the System at his expense. Eagle assumes no liability for delay in installation of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service, acts of God, or for any cause beyond the control of Eagle and will not be required to supply service to Subscriber while interruption of service due to any such cause may continue. The installation charge quoted in this Agreement is based upon Eagle performing the installation with its own personnel during normal business days and hours. If for any reason this installation or any part thereof must be performed by outside contractors or at other than normal business times, said installation charge is subject to revision.

**8. MONITORING SERVICE:** Monitoring will be performed by an independently owned and operated monitoring facility selected by Eagle (the "Center"). Upon receipt of an alarm the Center shall make every reasonable effort to notify the appropriate police department and the first available person on the Alarm Response Notification Form. Upon receipt of a trouble or other non-alarm signal the Center will attempt to notify the first available person on the Alarm Response Notification Form. Eagle reserves the right to verify all alarm signals by telephone or otherwise before notifying emergency personnel and may discontinue any particular response service due to governmental or insurance requirements by giving notice in writing to Subscriber. All monitoring fees imposed by the Center are paid by Eagle.

**9. REPAIR SERVICE:**

**9.1 Eagle's Transmitter Panel:** For Lease Panels: Repairs to the transmitter panel necessitated by ordinary wear, tear and usage shall be Eagle's responsibility without additional charge to Subscriber. Repairs necessitated by accident, misuse, attempted repairs by persons other than Eagle's service personnel, or acts of God shall be at Subscriber's expense and charged for pursuant to section 9.2.

**9.2 Time and Materials Service:** All repairs and inspections for Subscriber's system shall be at Subscriber's expense. All repairs which may be required shall be usually performed within seventy two (72) hours following the request for service by Subscriber and between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday, except holidays observed by Eagle. Repair service is available at other times for a premium labor rate charge. Subscriber authorizes Eagle to repair the System as needed and agrees to pay for all materials, parts and labor used for said repairs, and/or inspections at Eagle's then prevailing rates. Labor charges will include a minimum visit charge. Payment of charges for repair service shall be paid upon completion of the work.

**10. SERVICE CONTRACTS:** Contract repair service is not provided under this Agreement, and are available by separate contract.

**11. FALSE ALARMS FINES:** In the event a fine, penalty or fee is assessed against Subscriber or Eagle by any governmental or municipal agency as a result of any alarm originating from Subscriber's premises, Subscriber agrees to pay the same or reimburse Eagle, as the case may be.

**12. INTERRUPTION; CANCELLATION; TERMINATION:** Eagle assumes no liability for interruption of monitoring or repair service due to strikes, riots, floods, storms, earthquakes, fires, power failures, acts of Subscriber, interruption or unavailability of telephone service, acts of God, or for any other cause beyond the control of Eagle and Eagle will not be required to supply service to Subscriber while interruption of service due to any such cause may continue. This Agreement may be suspended or canceled, at the option of Eagle, if Subscriber's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event Eagle is unable to render service as a result of any action by any governmental authority, or Subscriber causes an excessive number of false alarms.

**13. SUBSCRIBER'S DUTIES:** Subscriber will make all necessary repairs to the premises, including any repairs to Subscriber's alarm system and premises, which Eagle reasonably requires to facilitate the installation of the monitoring equipment and to provide the monitoring service. If any defect in operation of the System develops, Subscriber shall notify Eagle immediately. Subscriber agrees to furnish to Eagle a completed Response Notification Form containing a list of the names, and phone numbers of all persons authorized to be notified in the event of an alarm, receipt of a supervisory signal or other emergency. All changes, revisions and modifications to the above shall be supplied to Eagle in writing. Unless expressly assumed by Eagle herein, Subscriber shall obtain at Subscriber's sole expense all necessary permits and licenses that may be required by any governmental agency for the installation, use and operation of the System. In the event Subscriber shall sell or otherwise transfer occupancy of the premises to a third party, Subscribers shall either cause the new occupant to assume Subscriber's obligations hereunder, or pay the full amount that would be due for the remaining term of this Agreement.

**14. ASSIGNEES AND SUBCONTRACTORS OF EAGLE:** Eagle shall have the right to assign this Agreement to any other person, firm or corporation without notice to Subscriber and shall have the further right to subcontract any services including monitoring which it may perform. Subscriber acknowledges that this Agreement, and particularly those paragraphs relating to Eagle's maximum liability, liquidated damages, and third party indemnification, inure to the benefit of and are applicable to any assignees, and/or subcontractors (including the Center), and that they bind Subscriber with respect to said assignees, and/or subcontractors with the same force and effect as they bind Subscriber to Eagle.

**15. TRANSMISSION LINES:** Subscriber shall pay all charges made by any telephone company or utility for installation and service charges of telephone lines and related equipment (including jacks) connecting Subscriber's protected premises to the monitoring facility. Subscriber acknowledges that if the signals from the System are transmitted over Subscriber's regular telephone lines, Eagle recommends the use of an RJ31X telephone jack or equivalent jack to give the System priority over other telephones on the premises, however other calls (including calls to the 911 emergency operator) cannot be made when the system is activated, and therefore Subscriber may wish to have the system connected to a separate telephone service. In the event Subscriber's telephone is out of order, disconnected, placed on vacation status, or otherwise interrupted, signals from the System will not be received at the Center during any such interruption in telephone service and the interruption may not be known to the Center or Eagle. Subscriber further acknowledges and agrees that telephone company lines are wholly beyond the control and jurisdiction of Eagle and are maintained by the applicable telephone company.

**16. DEFAULT BY SUBSCRIBER:** If Subscriber fails to pay any amount within ten (10) days after the same is due and payable, or if Subscriber fails to perform any other provisions of this Agreement within (10) days after Eagle has requested in writing performance thereof, Eagle may terminate this Agreement. If any proceeding in bankruptcy, receivership or insolvency shall be commenced by or against Subscriber or his property, or if Subscriber makes any assignment for the benefit of creditors, Subscriber and any Trustee or Assignee appointed to take charge of Subscriber's assets shall elect within thirty (30) days to assume or reject this Agreement. If assumed, the party assuming this

Agreement shall within sixty (60) days thereafter: (1) cure all defaults including payment of all amounts due, and (2) provide to Eagle assurances of future performance of all of Subscriber's duties and obligations, including the ability to pay all periodic charges due hereunder. If Subscriber fails to assume this Agreement, to cure all defaults, or provide Eagle with adequate assurance of future performance, Eagle shall have the right to terminate this Agreement. If Eagle terminates this Agreement pursuant to the provisions of this section, Eagle shall be entitled to recover from Subscriber all sums Eagle may be entitled to under law including, without limitation, loss of profits. In addition, in the event Subscriber shall be delinquent in the payment of the periodic service charge, Subscriber agrees to pay to Eagle a late charge in the maximum amount permitted by California law from the date of the delinquency. Subscriber's abandonment of the premises shall not relieve Subscriber of its obligations under the terms of this Agreement.

**17. EAGLE IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY:**

17.1 It is understood and agreed: That Eagle 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 services as set forth herein and are unrelated to the value of the Subscriber's property or the property of others located on Subscriber's premises; that Eagle makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the services performed will avert or prevent occurrences or the consequences there from which the System 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 Eagle's negligence, or from a failure to perform any of the obligations herein, including, but not limited to installation of equipment, monitoring, or repair service, or the failure of the System to properly operate with resulting loss to Subscriber because of, among other things:

17.1.1 The uncertain amount or value of Subscriber's property or the property of others kept on the premises which may be destroyed, damaged or otherwise affected by occurrences which the System or service is designed to detect or avert;

17.1.2 The uncertainty of the response time of any police department or others, should they be dispatched as a result of a System activation;

17.1.3 The inability to ascertain what portion, if any, of any loss of property, personal injury or death would be proximately caused by Eagle's failure to perform;

17.1.4 The nature of Eagle's service.

17.2 Subscriber understands and agrees that if Eagle should be found liable for loss or damage due from: (i) failure of Eagle to perform any of the obligations herein, including but not limited to installation of equipment, monitoring, inspections, tests or repair service; (ii) the failure of the services or equipment in any respect whatsoever; or (iii) Eagle's negligence, Eagle's liability shall be limited to a sum equal to the total of one-half the annual monitoring fee or Five Hundred Dollars (\$500.00), whichever is the lesser, as liquidated damages and not as a penalty 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 or indirectly to persons or property, from performance or nonperformance of the obligations imposed by this Agreement, or from negligence of Eagle, its agents, subcontractors, assigns or employees.

17.3 Subscriber may obtain from Eagle a limitation of liability in lieu of liquidated damages by paying an additional periodic service charge to Eagle. 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 Eagle as an insurer.

**18. THIRD PARTY INDEMNIFICATION:** When Subscriber ordinarily has the property of others in his custody, or the System extends to protect other persons or the property of others, Subscriber agrees to and shall indemnify, defend and hold harmless Eagle, its employees, agents and subcontractors for and against all claims brought by parties other than the parties to this Agreement. This provision shall apply to all claims regardless of cause, including Eagle's performance or failure to perform and including installation of equipment, monitoring, repair service, or non-operation of the System, whether based upon negligence, contribution, indemnification, warranty, or strict or product liability on the part of Eagle, its employees, subcontractors or agents, but this provision shall not apply to claims for loss or damage which occur while an employee of Eagle is on or about Subscriber's premises, and are solely and directly caused by said employee.

**19. SUBROGATION:** So far as it is permitted by Subscriber's property insurance coverage, Subscriber hereby releases, discharges and agrees to hold Eagle harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the Subscriber's premises whether said claims are made by Subscriber, his agents, or insurance company or other parties claiming under or through Subscriber. Subscriber agrees to indemnify Eagle against, and defend and hold Eagle harmless from any action for subrogation which may be brought against Eagle by any insurer or insurance company or its agents or assigns, including the payment of all damages, expenses, costs and attorney's fees. Subscriber shall notify his insurance carrier of the terms of this provision.

**20. LIMITATION ON ACTIONS; WAIVER OF JURY TRIAL:** Both parties hereby agree that no suit or action that relates in any way to this Agreement (whether based upon contract, negligence or otherwise) shall be brought against the other more than one (1) year after the accrual of the cause of action thereof. In addition, both parties hereby waive any rights to a jury trial in any judicial action brought by either party which relates in any way to this Agreement (whether based upon contract, negligence or otherwise).

**21. TITLE TO EQUIPMENT; REMOVAL OF SYSTEM:** Subscriber acknowledges and agrees that this Agreement is a service agreement only and that THE TRANSMITTER PANEL INSTALLED AT SUBSCRIBER'S PREMISES SHALL AT ALL TIMES REMAIN THE SOLE PROPERTY OF EAGLE. Subscriber will not damage, encumber or dispose of the equipment or permit system to be damaged, encumbered, taken from the premises, tampered with or repaired by any but authorized agents of Eagle. In the event of loss or damage to Eagle's equipment or any part thereof, Subscriber agrees to pay Eagle the reasonable value thereof or cost of repair as the case may be. At the expiration of this Agreement or in the event of any default in performance by Subscriber, Eagle is authorized to enter upon the premises of Subscriber and to remove all or any portion of the equipment. Eagle may elect to abandon all or any portion of the equipment. Removal of the equipment shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof. Subscriber shall in such event return the equipment to Eagle in good condition, reasonable wear and tear excepted. Subscriber agrees that installation of the equipment does not create a fixture to Subscriber's premises. In the event Subscriber is not the owner of the premises, Subscriber hereby warrants that Subscriber has secured the written consent of the owner for the installation and removal of the equipment.

**22. PURCHASE ORDERS:** It is understood and agreed by and between the parties hereto, that if there is any conflict between this Agreement and Subscriber's purchase order, this Agreement will govern.

**23. 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.

**24. ENTIRE INTEGRATED AGREEMENT; MODIFICATION; ALTERATIONS; WAIVER:** 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 in 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. This Agreement may be signed in counterparts.

**25. EAGLE'S LICENSES:** ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF COLLECTION AND INVESTIGATIVE SERVICES, DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA 95814. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD. ANY QUESTIONS REGARDING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR WHOSE ADDRESS IS: CONTRACTORS STATE LICENSE BOARD, 3132 BRADSHAW ROAD, SACRAMENTO, CALIFORNIA. MAILING ADDRESS: P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.