



5902
Office Use

341 LEWIS STREET, PO BOX 3368 KETCHUM IDAHO 83340 208.726.4788 mail@sentinelfire.com

INSTALLATION AND SYSTEM MONITORING AGREEMENT

CLIENT: Syringa Mountain School Email Address **X** SGROVER@SYRINGAMOUNTAIN.SCHOOL.ORG
Billing Address: P.O. Box 3531 Hailey, ID 83333
Premise Address: 4021 Glenbrook Drive, Hailey
Installation and Equipment Cost: *As Installed*
Monitoring charges are \$35.00 per month billed Quarterly (Monthly, Quarterly, Semi Annual, Annual)

THIS DETECTION SYSTEM and MONITORING AGREEMENT, (the Agreement) is made this on this date of April 1st, 2015 by and between Sentinel Fire & Security, Inc., (the Company) and the "Client" noted above.

1. Terms and Conditions Subject to the terms and conditions hereinafter set forth, Company agrees, without liability and not as an insurer, to provide EQUIPMENT, and MONITORING SERVICE for an alarm signaling system ("System"), consisting of the equipment AS PREVIOUSLY INSTALLED. Client agrees to pay for, and Company agrees to provide without liability and not as an insurer, Services to Client at the premises identified above according to all the terms and conditions contained in this Agreement. Client agrees that Company is authorized and permitted to subcontract central office monitoring service and any other special services which Company is obligated to perform under this contract, and that Company shall not be liable for any loss or damage sustained by Client by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Client acknowledges that this agreement, and particularly those paragraphs relating to Client's disclaimer of warranties, exemption from liability, even for negligence, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any subcontractors and communication centers of the Company.

(a) The Company may already provide monitoring services to the Client. This Agreement shall commence upon execution by the parties and replace any existing agreement between the parties from and after such execution.

(b) This Agreement shall run for a period of Two Years unless terminated as provided herein. Thereafter, this Agreement shall continue in effect from year to year unless terminated by written notice of either party to the other no fewer than 30 days before an anniversary date of this Agreement, specifying the date and time of termination, or as otherwise provided in this Agreement.

2. Price and Payment. Client agrees to pay Company for service under this Agreement payable as noted Charges for specified service in any subsequent year of this Agreement shall not exceed 115% of the charges for specified service in the prior year and Company shall notify Client of any such increases in charges for specified service at least thirty (30) days before an anniversary date of this Agreement, specifying the date and time of termination, or as otherwise provided in this Agreement. Client acknowledges that all charges set forth herein are subject to federal, state and local taxes. The Company shall have the right, at any time without prior notice to increase the monthly charges provided herein to reflect any additional taxes, fees, licenses or charges which hereafter may be imposed on Company by any utility or government agency relating to the service provided under this Agreement, and subscriber agrees to pay the same. In the event that the Client shall fail to make any periodic payment when due, the Client shall pay, in addition to such periodic payment, a late charge of 18% of the payment due. In addition to the right to receive the late charge, the Company also has the right to terminate this Agreement for nonpayment by the Client upon thirty (30) days prior notice to the Client.

3. Terms and Conditions. Provision of any services or materials covered by this Agreement is conditional upon the terms and conditions contained herein. Any additional or different terms or conditions proposed by client are not binding upon the Company unless specifically assented to in writing by the Company.

4. Service. (a) The Company will monitor Client's detection system as provided herein. Upon receipt of a signal from the Client's detection system, Company will make reasonable efforts to contact appropriate authorities and telephonically report over regular telephone exchange networks the existence and nature of the signal to responding agencies and/or individual contacts (hereinafter referred to collectively as Contact or Contacts) designated in writing by the Client, as provided herein. Company may attempt to verify the nature of the signal by telephoning Client's premises or otherwise before notifying authorities or any contacts, and Company shall not be obligated to attempt to notify authorities or contacts if there is reasonable cause to believe that an alarm signal does not warrant such action.

(b) The Client shall identify to the Company each contact designated by the Client on the Client information sheets provided by the Company for this purpose. Such identifications shall contain the names and residences and/or business telephone numbers of each individual representative designated as a contact by the Client. The Client may change designated contacts at any time upon no fewer than three (3) days written notice to the Company on a form provided by the Company. Client is responsible for providing up-to-date identifications of its designated contacts to the Company, and the Company is entitled to rely upon such identifications as are provided to it by the Client according to this Agreement, and under no circumstances shall be responsible for identifying or attempting to contact any other person or entity.

(c) In the event Company shall retain the services of a third-party monitoring service, Client agrees to execute all forms, which may be required by that third party monitor to implement monitoring. Company makes no representations on behalf of third party monitoring service. In the event that monitoring terms and conditions for providing monitoring are inconsistent with any term or condition of this Agreement, the terms and conditions of this Agreement shall control the relationship between the Company and the client.

(d) The Company retains the option to charge, and the Client agrees to pay to Company a reasonable response fee.

5. Equipment at Client's Premises.

(a) Under this Agreement the Company is not responsible for the provision, furnishing, installation or maintenance of any electro detective devices, communications equipment, telephone lines or instruments, electrical power or equipment or any other equipment at the Client's premises. This Agreement is contingent upon the Client providing all such items and maintaining them in sufficiently good condition to enable the Company to provide the monitoring services covered by this Agreement. The Client shall provide electrical power for Client's equipment and communication services (telephone, internet, etc.).

Sentinel Fire & Security, Inc.

By: Tom Bowman
Sentinel Fire & Security, Authorized Officer

Client: Mary Jane
Mary Gewase
(Please Print Name)

(b) The Client acknowledges and agrees that if the electric power to Client's equipment is interrupted or if Client's communication service is out-of-order or disconnected, or if Client fails to activate the system, or if the Client's equipment for any other reason does not operate properly, detection signals may not be transmitted to the Company, and that any such failure to transmit detection signals is wholly beyond any control or duty of Company. Client further acknowledges and agrees that detection signals are transmitted over telephone lines or other communication services which are wholly beyond the control and jurisdiction of Company, and which are maintained and services by the applicable communication company or utility. Interruptions in monitoring service due to such system incapacity shall not relieve the Client from its obligation to the Company all amounts specified in this Agreement.

(c) No services, inspection or maintenance to Client's alarm system is provided under this Agreement unless indicated above.

(d) Client agrees to maintain the system in suitable condition for the provision of monitoring for the entire term of this agreement. If, in the sole determination of the Company, and at any time prior to or during the term of this Agreement, the system or any portion of it cannot be adequately inspected, repaired or adjusted on site to bring it to an acceptable level of condition for monitoring, Client shall be required to repair the system at its own expense. Company shall not be required to perform further under this Agreement until and unless such repairs have been completed to the satisfaction of the Company. Interruptions in monitoring service due to such system incapacity shall not relieve the Client from its obligation to the Company all amounts specified in this Agreement.

6. Responsibilities of Client. The Client shall:

(a) Promptly notify Company of any known or suspected trouble or malfunction in the system.

(b) Allow Company full and free access to and use of the system for purposes of this Agreement, and full and free access to and use of any additional devices or areas necessary to provide services under this Agreement. The Client shall also provide Company with appropriate working space, including adequate light, heat, ventilation, electricity and telephone access, for Company's use in providing services under this Agreement.

(c) Make all payments and pay all charges when due and without setoff of any kind and not permit grounds to exist for insecurity of the Company about Client's ability to perform any of its obligations.

(d) Maintain the system in suitable condition for monitoring during the entire term of this Agreement, and test the system for proper operation periodically, but not less than weekly.

7. Disabling Equipment on Termination or Equipment Malfunction.

(a) Upon termination of monitoring for any reason, or if Company determines Client's system is malfunctioning, the Client agrees to immediately disconnect the Client's system upon being notified by Company to disable all equipment as necessary to prevent the system from calling and/or transmitting alarm signals to the Company. In the event that Company is unable to contact Client directly, Client authorizes any of its designated contacts to perform any operations necessary to disable the system upon notification by the Company. Client will pay any cost to Company due to above occurrences.

(b) Client acknowledges that the Company has certain proprietary data associated with the system and that proprietary data remains the property of the Company and may be erased by the Company immediately upon termination of central monitoring services under this Agreement. Customer agrees to pay for any service call necessitated for the erasure of this information by Company.

8. Warranties.

(a) **EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THERE ARE NO WARRANTIES OR REPRESENTATIONS WHICH EXTEND BEYOND THE FACE OF THIS AGREEMENT.**

(b) The Company does not represent, guarantee or warrant that any system referred to in this Agreement or monitoring provided by and under this Agreement will operate as designed, or is suitable for any particular purpose, or will prevent any loss by burglary, fire or otherwise, or will in all cases or any particular case provide the detection for which it is intended. Client acknowledges and agrees that it is not relying on Company client's skill or judgment in selecting or furnishing a system or monitoring suitable for any particular purpose, and that the Company has made no representations except as are contained in this Agreement. **Company is not an insurer** against loss or damage, and all insurance arrangements to cover loss, property damage or personal injury must be made separately by the Client. The Client assumes all risk of loss or damage to the premises or to the contents thereof, as well as all risk to the physical or mental well-being of persons therein.

9. Risk of Loss. Risk of loss to any portion of the alarm system shall remain with the Client.

10. Indemnification, Damages and Limitations of Liability.

(a) Client shall defend, indemnify and hold harmless the Company from any expense, liability, loss, claim or damage, including personal injuries, made by any person, including those not a party to this Agreement, relating in any way to the system or services referred to in this Agreement, without regard to whether the Company was at fault. Client on its own behalf and on behalf of any insurance carrier waives any right of subrogation Client's insurance may otherwise have against the Company, its agents, employees and subcontractors arising out of this Agreement or the relation of the parties.

(b) The value of the Client's property or the property of others kept on the premises at which the system is installed, which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences by which the system is designed to detect, alert or avert is completely unknown to and outside the control of the Company and Company is not an insurer. In addition, the Company has no control over response time of any emergency service provider and it would be extremely difficult to ascertain what portion, if any, of any loss or damage would proximately cause any failure on the part of the Company. Charges are based solely upon the value of the services provided, and are unrelated to the uses made by the Client of its premises, including the value of the premises or any property thereat, or well-being of people thereon. The amounts payable by the Client are not sufficient to warrant the Company assuming any risks of damage, including consequential damages, for any property damages or personal injuries, due to Company's negligence, gross negligence, failure to perform, or any other reason whatsoever. ~~Client agrees that it does not desire the Company to assume any risk of damages, and agrees that the Company shall not be liable for same.~~ Client further agrees that if the Company should be found liable due to any failure by the Company to perform any obligation under this Agreement or otherwise, or the failure of the system to operate properly in any respect or relating in any way to any relationship between the parties connected with the system or service referred to in this Agreement, for any reason including negligence or gross negligence, Company's liability shall be limited to \$1,500.00 as liquidated damages and not as a penalty and this liability shall be exclusive. Client may, at its option, increase the amount of this limited liability by separate agreement with the Company at increased cost proportionate to the Company's increased risk, which shall not be insurance coverage.

(c) In no event shall the Company be liable for any loss or damage whatever arising, directly or indirectly in any way from a failure to discover or repair latent defects in the design of the system or any component thereof, or the configuration of the system.

11. RIGHTS AND COST OF COLLECTION - The Company shall be entitled to recover its attorney's fees in connection with any litigation relating to this Agreement. Cost of collection of accounts overdue including reasonable attorney's fees shall be borne by the Client.

12. ENTIRE AGREEMENT - This Agreement contains the entire agreement between the parties hereto with respect to the transactions described herein and supersedes all previous negotiation, commitments and writing pertaining thereto. If any of the terms or provisions of this Agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.