

# Circle City Security Systems, Inc.

5355 East 38<sup>th</sup> Street, Indianapolis, IN 46218

317-542-7087 Fax: 317-541-2687

www.circlecityalarm.com

## Alarm Sales Agreement

Customer Name:

Date:

Address:

Phone: Home

City, State, Zip:

Work:

Other:

Customer authorizes Contractor to install the following security systems:

- |   |                              |
|---|------------------------------|
| ( ) Control with DC standby power         | ( ) Glass Break Detector(s)  |
| ( ) Digital Keypad(s)                     | ( ) Carbon Monoxide Detector |
| ( ) Custom English Keypad(s)              | ( ) Smoke Detector(s)        |
| ( ) Door Contact(s)                       | ( ) Heat Detector(s)         |
| ( ) Overhead Door contacts(s)             | ( ) Sump Pump Detector       |
| ( ) Window Contact(s)                     | ( ) A/C Tamper               |
| ( ) Motion Detector(s)                    | ( ) Keyfobs                  |
| ( ) Siren/Speaker ( ) Indoor ( ) Outdoors | ( )                          |

**Customer Agrees to pay the Contractor (sales tax not included) for the sale and installation of system:**

Total Price \$ \_\_\_\_\_ plus sales tax, payable \_\_\_\_\_ % at signing, with the balance due upon completion.  
For Central Station Monitoring and/or maintenance charges \$ \_\_\_\_\_ per month – Payable \_\_\_\_\_ in advance

**Options:** Back-up signal transmitter: Accept  Decline  Extended Service Plan: Accept  Decline  Fire Detection: Accept  Decline

**Payments** All charges are payable in advance. A 2% per month interest charge (24% APR) will be assessed on all installments not paid within 30 days of due date.

The parties agree that the Customer will be responsible for the payment of any equipment required by the telephone company including an interfacing device, for any license or permit fees or fines, imposed by any governmental agencies relating to the use of the alarm system specified in this Agreement, and for providing any necessary AC power and electrical outlets.

**The Term of this Agreement** is 36 months from the approved date, and year to year thereafter. At the end of the original term or any year thereafter, either party may terminate the Agreement with a 30 day written notice.

**Increase in charges.** We have the right to increase the monthly service charge at any time after the first year. If you give us a written objection to the increase within thirty (30) days of your receipt of notice of the increase, and if we do not waive the increase, then you may terminate this Contract effective thirty (30) days after our receipt of your written notice of termination.

**Limits of Contractor's Liability.** The parties agree that the Customer retains the sole responsibility for the life and health of persons in the protected premises and for protecting against property losses or losses due to personal injury in the protected premises relating both to his own personal property or to that of others. It is therefore agreed that Contractor is not responsible for personal injury or other losses which are alleged to be caused by the improper operation of the system, whether due to defects in the system or acts or omissions of the Contractor in receiving and responding to alarm signals. The parties further agree that the Contractor is not an insurer and that insurance, if Customer obtains any that covers such personal injury and other losses. If, not withstanding the above agreements, there should arise any liability on the part of the Contractor, such liability shall be limited to an amount equal to six times the monthly charge provided above or \$500.00, whichever is greater.

**NO LIABILITY. CIRCLE CITY SECURITY SYSTEMS DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM, OR SERVICES WILL IN EVERY CASE PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED.**

**Assignment.** The Contractor may assign this Agreement provided the Customer receives written notice.

**Contractor's Duty.** If the alarm system is connected to the Contractor's Central Station, upon receipt of an alarm signal from the Customer's premises requiring police

response or fire authority response, Contractor, at its sole discretion, may endeavor to contact by telephone, the Customer and/or his designated representative(s) as indicated in writing by the subscriber in the form of the emergency contact list, to verify that the alarm is not false prior to notifying the appropriate law enforcement agency or fire department. It is the Customers responsibility to keep the emergency contact list current and up to date.

**Customer's Duty.** The Customer assumes the responsibility to test the system monthly to verify operation of the system. It is further understood that the responsibility of the replacement of batteries in the detection transmitters is the responsibility of the Customer. Contractor may do battery replacement upon request from the Customer, on a time and material basis.

It is the responsibility of the customer to notify the Contractor in writing in the event that there is a change in location phone numbers, local telephone service providers or type of telephone service DSL, VIOP, or emergency contacts.

Any claim by Customer of improper installation or a defect in the system shall be made in writing to the Contractor within 30 days of installation completion.

**False Alarms.** If the Contractor or Customer is assessed any fine or penalty as a result of a false alarm, Customer shall be responsible for that charge. It is also the responsibility of the Customer to verify with local authorities if an alarm permit is required.

**Entire Agreement.** It is agreed to and understood by the parties that this Agreement, *including the provisions on the back of this page*, constitutes the entire agreement between the parties and supercedes and replaces all other prior understandings or agreement related to the premises covered by the Agreement. This agreement may not be changed, modified, or varied except by writing and signed by an authorized representative of Contractor. This Agreement shall not become binding on the contractor until approved by Contractor's Management as provided below.

Customer hereby acknowledges that (s) he has read and understands the entire Agreement, including the terms and conditions on the back of this page.

**Connection.** The parties agree that the Customer will be responsible for the payment of any fees or fines imposed by governmental agencies relating to the use of the alarm system specified in this Agreement, including alarm permit or license fees, and for providing any necessary AC power and electrical outlets

**CIRCLE CITY SECURITY SYSTEMS, INC.**

**CUSTOMER**

Written By \_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_

Approved By \_\_\_\_\_ Date \_\_\_\_\_

Date \_\_\_\_\_

Revised 1/2008

**EARLY TERMINATION.** You agree that the charges due under this Contract are based on your agreement to receive and to pay for the services for Three (3) full years. Accordingly, you agree that, If you terminate this Contract during the first year, you will pay us \$450.00, If you terminate this contract during the second year, you will pay us \$200.00, and if you terminate this Contract during the Third year, you will pay us \$100.00. These amounts are agreed upon damages and are not a penalty. . Customer shall be responsible for the payment of any attorney or collection fees incurred by Contractor in the collection of Customer's Account

**LIMITED WARRANTY.** During the first twelve (12) months after installation, we will repair or, at our option, replace any defective part of the System, including wiring, and will make any needed mechanical adjustments, all at no charge to you. We will use new or functionally operative parts for replacements.

**EXTENDED SERVICE PLAN. (ESP)** If you purchased our Extended Service Plan we will, at our option, repair or replace any part of the System, (including batteries), requiring such repair or replacement due to ordinary wear and tear or malfunction of the System. We will also provide a labor rate discount, at the then current labor rate discount rate, for each service call for an excluded condition; we will use new or functionally operative parts for replacements. The Extended Service Plan and the billing for it will commence as of the date the System is installed, operational, and the necessary communications connection is completed and will continue for the term of the Contract. The Extended Service Plan will automatically renew for successive thirty (30) day terms at our the Extended Service Plan rate unless terminated by either parties written notice at least thirty (30) days before the end of the then current term. If you purchase the Extended Service Plan after the initial system installation, your system must be in good working condition at the time of the Extended Service Plan purchase.

## DEFINITIONS

**Direct Sale** is an agreement under which an alarm system is installed where title to the system passes to the customer subject to the provisions of any conditioned sales agreement.

**Maintenance** is an agreement under which the Customer authorizes the Contractor to make inspections, tests, and repairs as required to maintain the system, and the Contractor agrees to make necessary repairs due to ordinary wear and tear. Repairs or replacements necessitated by reason of Customer misuse of the equipment will be made with an additional charge. Repairs will be made in a timely manner after discovery or notification. The parties also agree that required maintenance normally will be performed from 8:00 AM to 5:00 PM on normal business days, excluding holidays.

**Monitoring** is an agreement under which the alarm system is connected to a central station and where the central station agrees to take certain action upon the receipt of an alarm signal.

**Contractor** – Circle City Security Systems, Inc.  
5355 E. 38th Street  
Indianapolis, IN 46218  
Phone: 317-542-7087  
Fax: 317-541-2687  
**Central Station:** 317-542-7087

## Descriptions

**A. DIGITAL COMMUNICATOR** – The Customer understands that if a digital communicator is installed under this Agreement, it uses standard telephone lines as the transmission mode of sending signals and eliminates the need for dedicated telephone facilities and large cost increases frequently imposed on such facilities. **Customer also understands that if CCSS does not receive signals when the transmission mode is or becomes non-operational and that signals from the digital communicator cannot be received if the transmission mode (telephone line) is cut, interfered with or otherwise damaged.**

**B. BACKUP SIGNAL TRANSMITTER** – refers to the facilities and services which may be purchased by the subscriber, at the subscriber's option, from Circle City Security Systems, Inc. for the express purpose of providing an alternate signal transmission path to the central monitoring facility. These systems may utilize either the air waves or the existing cellular network for signal transmission. As with any electronic transmission system, NO GUARANTEES are expressed or provided by Circle City Security Systems, Inc. will not

guarantee that the "backup signal transmitter" will, in every case, be able to transmit a signal to the central monitoring station.

**C. CENTRAL STATION SERVICES** – Central station services consist of the receipt, analysis and response (dispatch or proper authorities) to signals from system installed under this agreement. Such services are initiated upon final payment for installation and pre-payment of service charges. All services may be discontinued anytime charges are unpaid or system is abused. Notice by mail to billing address shall be deemed sufficient notice of cancellation of service.

Company reserves the right to employ outside monitoring facilities. Subscriber acknowledges that this agreement and particularly those paragraphs relating to disclaimers to warranties, liquidated damages, and indemnification, inure to the benefit of and are applicable to any outside monitoring facilities employed by Company as well as Company and that they bind Subscriber with respect to the monitoring facility in the same manner and with the same force and effect as they bind Subscriber to Company.

## Customer's Right to Cancel

You, the customer, may cancel this transaction without penalty or obligation at any time prior to midnight of the third business day after the date of this transaction by submitting a written request to be received by CCSS prior to the deadline. (Residential customers only)

If you cancel, any property traded in, any payments made by you under the contract, and any negotiable instrument executed by you will be returned within 10 business days following written receipt by CCSS of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to CCSS at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or you may, if you wish, comply

with the instructions of CCSS regarding the return shipment of the goods at CCSS's risk and expense.

If you do make the goods available to CCSS and CCSS does not pick them up within 20 days after receipt of your written cancellation notice, you may retain or dispose of goods without any further obligation.

**To cancel this transaction, send via registered mail or deliver a signed and dated copy of this cancellation notice to Circle City Security Systems, Inc. 5355 East 38<sup>th</sup> St. Indianapolis IN 46218.**

X \_\_\_\_\_ Date \_\_\_\_\_