



- Ⓞ Fire Alarm System
- Ⓞ Burglar Alarm System
- Ⓞ Access Control
- Ⓞ CCTV System
- Ⓞ Intercom System
- Ⓞ Phone System
- Ⓞ Cable TV / Satellite
- Ⓞ Home Theater
- Ⓞ Home Automation

24 Hours Monitoring
786-465-2743

Licensed & Insured EY12000276
www.ERTsecurity.com

BURGLAR ALARM SYSTEM INSTALLATION, SERVICE & MONITORING CONTRACT

This Agreement, made this _____ day of _____, 20____, by and between ERT Security, Corp., a Florida Corporation, (hereinafter referred to as "ERT Security") and _____ (hereinafter referred to as the "Customer"), located at _____ phone: _____ mutually agree to the terms and conditions under this Agreement for the installation, service and monitoring of the burglar alarm system herein specified.

Qty: <u>Equipment</u>	Qty: <u>Equipment</u>	Qty: <u>Equipment</u>
___ Control Panel	___ Smoke Detector	___ Wireless Transmitter
___ Digital Keypad	___ Contacts	___ Wireless Panic
___ Indoor Siren	___ Security Screens	_____
___ Outdoor Siren	___ Glass Sensor	_____
___ Motion Detector	___ Wireless Receiver	_____

Control Panel _____ Account# _____ Password _____ Format _____

OWNERSHIP OF EQUIPMENT: _____ ERT Security _____ Customer

Services Provided

Burglar Alarm _____ Installation _____ Central Station Monitoring _____ Radio _____ Panic _____ Supervision _____ Residential _____ Service _____ Open/Closing _____ Police / Fire _____ System Trouble _____ 24 Hour Test _____ A/C Loss _____ Low Battery _____

___ Service Extended Warranty (\$5.00 Add. Monthly Fee)
___ Parts and Service Extended Warranty (\$10.00 Add. Monthly Fee)

Alarm Location: _____ Phone: _____

Business/Person's Name: _____

Emergency Contact List:

1) _____ Ph. _____ Special Instructions: _____
2) _____ Ph. _____
3) _____ Ph. _____
4) _____ Ph. _____

Zone List:

1) _____	09) _____	17) _____
2) _____	10) _____	18) _____
3) _____	11) _____	19) _____
4) _____	12) _____	20) _____
5) _____	13) _____	21) _____
6) _____	14) _____	22) _____
7) _____	15) _____	23) _____
8) _____	16) _____	24) _____

The monitoring charge of \$ _____, plus tax is payable in advance and will be billed bimonthly (every 2 months) thereafter according to ERT Security billing cycle for the duration of this Agreement. Any service, repair, upgrade or relocation of the burglar alarm system as installed is not included in this amount and shall be billed separately.

Make all checks payable to ERT Security 815 N Homestead Blvd., Suite 222, Homestead, Florida 33030

Customer hereby authorizes ERT Security to obtain credit information for verification of solvency, credit history and credit rating in relation to the performance of the obligations under this Agreement.

Customer acknowledges that where burglar alarm equipment is provided, the system is designed to detect entry only through those areas actually covered by the equipment. That such equipment performs only those functions explained to the Customer. The Customer further acknowledges that ERT Security has explained the full range of protection, equipment, and services available to the Customer. Customer acknowledges to have read and understands all of this Agreement including the terms and conditions stated above and on the reverse side of this document which have been accepted on the date this Agreement was first signed.

___ Customer will register the alarm with the Police Department to comply with ordinance.

ERT Security will register the alarm with the Police Department. ERT Security will bill customers for the cost of registration plus \$5.00, this will be only for the initial registration. The following years customer are responsible for the registration.

Customer Name: _____

Date of Birth: _____ Authorized ERT Security, Corp Representative

Social Security Number: _____ Signature: _____

Driver License _____ Date: _____

Signature _____ Date: _____

TERMS AND CONDITIONS OF THE AGREEMENT

1. TERMS OF PAYMENT

The primary term of this Agreement shall be for a period of 3 years commencing the date hereof, and shall automatically renew itself for additional successive periods of one year each year thereafter upon the same terms and conditions unless either party notifies the other in writing, of its intention to terminate this Agreement sixty (60) days before the end of the primary or any renewal term. Payments are due on the first day of the month/billing quarter and considered delinquent if not received by ERT Security within 30 days on the invoice date. In the event Customer fails to pay any monthly payment or such other charges provided by this Agreement when due, Customer agrees to pay ERT Security a late fee of \$ 10.00 per month from the date the payment is due until such payment is made for each month Customer is in default. Additionally, Customer agrees to pay ERT Security 1.5% per month interest on all delinquent amounts until paid. Customer agrees that ERT Security shall have the right to increase or decrease the service charges provided for herein, at any time or times after the expiration of one year from the date hereof upon giving the Customer notice of such change. The individual signing this Agreement is responsible for the full amount due under the terms of this Agreement regardless of abandonment, sale, rent or lease of the property where the alarm system was originally installed. Customer further agrees that the alarm systems which is installed at no cost is contingent to the completion of the primary term of this Agreement (3 years) and shall remain the property of ERT Security until maturity of said term.

2. EQUIPMENT

It is agreed that the security system shall remain in the same location as installed and any cost of removal, repairs or reinstallation of all or any part of the equipment including auxiliary connections in other locations shall be paid for by the Customer. The Customer shall be responsible for any loss occasioned by fire and casualty and the cost of putting the same in proper repair after such loss. It is agreed that the value of the security system is fifty (50%) percent of the remaining amounts due under this Agreement. Customer shall keep the equipment free and clear of all liens, taxes, and encumbrances and shall pay all license fees, assessments and charges which may now or hereinafter be imposed upon the use of the equipment. If the Customer fails to pay any said fees, assessments, or charges ERT Security shall have the right, but shall not be obligated, to pay the same. In that event the cost thereof shall be payable to ERT Security immediately, and failure to repay the same shall carry with it the same consequence, including interest as failure to make any payment required under this Agreement.

3. INSTALLATION

ERT Security is hereby authorized to enter upon the premises of the Customer to install all equipment devices and other components selected herein as a part of the alarm system and to make any preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary or pertinent to the installation or maintenance of the electrical apparatus and ERT Security shall not be responsible for any condition created thereby during the installation, maintenance or removal of the equipment. And further, ERT Security shall not be responsible for the condition of the premises upon removal of the apparatus and the Customer warrants that it has full authority from the owner. And or any other person in control of the premises to permit the installation and removal of the apparatus under all conditions herein above mentioned. Customer acknowledges that ERT Security has no way of knowing of the existence of hidden pipes, wires or other obstructions within walls and it is the Customer's obligation to make ERT Security aware of such condition failing which ERT Security shall have no responsibility whatsoever for any damaged that may be caused.

4. LIMITED SERVICE WARRANTY

During the first year after installation, ERT Security will repair or at its option replace any defective part of the system, including wiring (but not including disposable items such as batteries), and will make any needed mechanical adjustments at no charge to the Customer. This service warranty is for the Customer's benefit only and may not be enforced by any other person.

5. EXTENDED WARRANTY PROGRAM

The Customer at his option shall purchase the Extended Warranty Program for an additional monthly fee at which time ERT Security will extend the term of the Limited Service Warranty explained above for the duration of the then-current term of this Agreement. Thereafter, the Customer's participation in the Extended Warranty Program will automatically renew for successive one-year terms unless terminated by either party's written notice given at least sixty (60) days before the end of the then-current term. This service does not cover normal wear and tear of the equipment or its components.

6. TESTING

The parties hereby agree that the burglar alarm system, once installed, is in the exclusive possession and control of the Customer. It is the Customer's sole responsibility to perform periodic tests to ensure the operation of the burglar alarm system and to notify ERT Security if any equipment needs repair. ERT Security shall not be required to service the burglar alarm system unless it has received notice from the Customer and upon such notice, ERT Security may service the burglar alarm system to the best of its ability within 48 hours, exclusive of Saturdays, Sundays and legal holidays, during the business hours of 9:00 AM and 5:00 PM provided the Customer agrees to pay for the labor and material charge for such service.

7. SERVICE AND REPAIRS

Customer hereby authorizes and empowers ERT Security, its agents or assigns to service said security system and to make any service or repairs as required. Customer shall pay for all charges and expenses, which may be necessary to retain the original protection provided herein unless the Customer has elected to purchase the Extended Warranty Program. Service shall be performed during regular business hours, 9:00 a.m. to 5:00 p.m., Monday through Friday and will incur a service fee based on our standard rate. Service after business hours will be available only on an as soon as possible basis and is subject to additional charges. ERT Security shall have no liability for delays in providing service.

8. ALARM MONITORING

ERT Security shall provide monitoring of Customer system by using the services of a professional Monitoring Company. ERT Security and or the Monitoring Company will exercise reasonable efforts in rendering monitoring services under this Agreement; but shall not be liable for any damages arising out of delays or the refusal of the police to respond and in no event shall be liable for consequential damages. ERT Security and the Monitoring Company assume no liability or responsibility in any way for interruptions of monitoring services due to strikes, riots, floods, telephone failure, fire, acts of God or any cause beyond the control of ERT Security or the Monitoring Company. ERT Security may at any time discontinue monitoring services of Customers alarm system. All alarm signals received by the Monitoring Company shall be verified by calling the alarm location and the emergency numbers indicated in form of this Agreement. Hold up, Panic, and Fire Alarm signals shall not be verified and the Police Fire Department will be notified immediately.

9. FALSE ALARMS

In the event Customer shall cause excessive number of false alarms, through the carelessness of Customer or the malicious or accidental use of the alarm system or in the event Customer shall in any manner misuse the alarm system, it shall constitute a material breach of contract on the part of the Customer and ERT Security may at its option be excused from further performance. The Customer shall pay all false alarm assessments.

10. LIABILITY

It is understood and agreed that ERT Security is not an insurer, that insurance covering personal injury and property loss or damage on Customer's premises, if any, shall be obtained by the Customer and that the amount payable to ERT Security hereunder are based upon the value of the services as herein said forth and are unrelated to the value of the Customer's property or the property of others located on Customer's premises. ERT Security makes no warranty or warranty, including any implied warranty of merchantability or fitness that the equipment, system, or service supplied will avert or prevent occurrences or the consequences there from which the system or service is designed to detect or avert. The Customer does not desire this Agreement to provide for full liability of ERT Security and agrees that ERT Security shall be exempt from liability for loss or damage due directly or indirectly to occurrences or consequences there from which the service is designed to detect or avert; that if ERT Security should be found liable for personal injury or property loss or damaged due to a failure of ERT Security to perform any of the obligations herein, it's liability shall be limited to a sum equal to six months payment or \$250.00 whichever is the lesser, as liquidated damages, and not as a penalty, and this liability shall be exclusive, and that the provisions of this paragraph shall apply if loss or damage irrespective of cause or origin, results directly or indirectly to person or property from assigns or employees.

11. INDEMNIFICATION

In the event any person, not a party to this Agreement, including Customer's insurance shall make any claim or file any lawsuit against ERT Security for any reason whatsoever, including but not limited to the installation, maintenance, operation or non-operation of the alarm system. Customer agrees to indemnify, defend and ERT Security, its agents, assigns and employees harmless from any and all lawsuits including the payment of all damages, expenses, cost and attorney's fees whether these claims be based upon alleged intentional conduct, active or passive negligence, warranty, strict or product liability on the part of ERT Security, its agents, assigns or employees.

12. DEFAULT

Any failure to pay charges provided by this Agreement on time shall constitute a default by Customer. In the event Customer remains in default for a sixty (60) days period, ERT Security may, at its option, accelerate seventy five percent (75%) of the entire amount due pursuant to this Agreement and institute whatever action to collect the total amount agreed upon by this Agreement, including cost of collection, attorney fees, court cost and consequential damage. The institution of any proceedings to appoint a receiver, to declare Customer insolvent or other proceeding against Customer under the bankruptcy code shall constitute a default under this Agreement. Upon termination, breach, or discontinuance of the alarm service for any cause whatsoever, ERT Security, its agents, employees or assigns shall have and is expressly given the right to enter the Customer's premises or any other premises where the property of ERT Security may be located for the purpose of removing the system and equipment belonging to ERT Security. Removal of said system shall neither constitute a breach nor waiver of ERT Security rights under the terms of this Agreement, nor waive any rights to damage which ERT Security might be entitled by law, nor subject ERT Security to liability for any damage which may be caused to the premises of the Customer as a result of the installation or removal of the system and equipment. Customer default shall not alleviate Customer from paying the monthly payment due under this Agreement including court cost and reasonable attorney fees incurred by ERT Security in exercising any remedies available to ERT Security including the collection of any sum due under this Agreement or in securing possession of the equipment. If the whole or any part of the premises herein described shall be acquired or condemned by eminent domain for any public or quasi-public use or for purpose, then in that event, the Customer shall pay ERT Security the entire amount of the payment which shall be due to the date of the expiration of the term provided herein or any request thereof. It is also understood and agreed Customers abandonment of the premises shall not relieve Customer of its obligation under the terms of this Agreement. In the event the customer elects to cancel this Agreement for any reason whatsoever prior to the maturity of the primary term (3 years) a cancellation fee of 75% in relation to the time left to complete the full term of this Agreement will be payable immediately and arrangements for retrieval of the alarm system by ERT Security shall be made by the Customer upon cancellation.

13. INVALID PROVISIONS

In the event that the terms or provisions of this agreement shall be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

14. APPLICABLE LAW

The laws of the State of Florida shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties hereto.

Customer Initials _____