



ETC Security Monitoring Terms & Conditions

ETC Communications, LLC., a Georgia Limited Liability Company ("Company"), and _____, a Subscriber of alarm monitoring services ("Subscriber"), enter into this Agreement ("Agreement") as of the _____ day of _____, 20____ ("Agreement Date").

Agreement:

The Company owns and operates an alarm security and monitoring system serving subscribers in Fannin County, Georgia, Gilmer County, Georgia, Pickens County, and Cherokee County, Georgia ("System"). The Company currently has certain contracts and Agreements ("Operating Contracts") necessary for the operation of the System. The Subscriber desires to enter into an Agreement with the Company for alarm monitoring services, the System, all under the terms and conditions of this Agreement.

Based on the above understanding, the Company and the Subscriber agree as follows:

1. Subscriber has contracted with the Company, or is about to contract with the Company, for an electro-protective system (hereinafter called "System") and/or service at premises indicated on reverse side hereof (hereinafter called "Premises").
2. The Company and the Subscriber have entered or are about to enter, into an Agreement wherein and whereby the Company will provide monitoring services to the Subscriber indicated on the reverse side hereof, and the Company has agreed to perform these services for the Subscriber upon the following terms and conditions:
The Company, upon receipt of a signal indicating an emergency condition for Subscriber's premises, shall make every reasonable effort to transmit notification of the condition promptly to the authorities indicated and/or to the person or persons whose names and telephone numbers are set forth in the Notification instructions, or as same may be changed on written notification by Subscriber from time to time, unless in the opinion of the Company, there is a cause to assume that an emergency condition does not exist. Non-emergency signals shall be processed and recorded in accordance with the requirements of the particular monitoring service being provided as indicated on the reverse side hereof.
3. The Subscriber shall carefully and properly set in the system each night or at such other times as the Subscriber deems appropriate. The Subscriber shall carefully and properly test system before each setting and shall immediately report to the Company any claimed inadequacy in, or failure of System. The Subscriber shall also refrain from causing false alarms through carelessness or malicious use of the System. The Subscriber agrees to test the system's equipment periodically, at least once monthly and whenever changes are made to the telephone services for the premises.
4. The Subscriber and the Company agree that all issues involving the System, which include, installation, maintenance, repair or insurance of equipment, located on the Subscriber's premises, shall be addressed under the terms of a separate Agreement between the parties and is not part of this Monitoring Services Agreement with the Subscriber.
5. This Agreement shall continue for such period of time as the Subscriber and the Company are in a contractual relationship with regard to this monitoring Agreement. In the event the Subscriber notifies the Company of its termination of service to the Subscriber for any reason, or in the event that the Subscriber fails or refuses to make payment for services furnished to subscriber, or the Company terminates its Agreement with the Subscriber or is otherwise prevented from offering said monitoring services by Government law or regulation, the Company will give the Subscriber at least Fifteen (15) days notice of termination of services to Subscriber and upon giving such notice, this Agreement and all of the Company's responsibilities hereunder shall come to an end as of the date fixed in such notice was the end of the term fixed in the Agreement between the Subscriber and the Company and neither the Company nor the Subscriber shall have any claims against the other.
6. This Agreement may also be suspended, at the Company's option, as follows:
 - (a) Events of Default. The following provisions shall be denominated as Events of Default:
 - (i) Should the System cause so many false alarms, become so disabled or so substantially damaged that further service is impractical. The Company assumes no liability for delay in installation of System, or interruption of service due to strikes, floods, fires, acts of God for any causes beyond the Company's control, including interruption or delay of telephone service;
 - (ii) The failure of the Subscriber to pay the Company as set out under this Agreement when the Company has fully performed under the terms of this Agreement;
 - (iii) The failure of the Company or the Subscriber to complete, without termination this Agreement;
 - (iv) The failure of the Company or the Subscriber to complete this Agreement by performing all the conditions herein;
 - (v) Either party instituting proceedings under any bankruptcy act, insolvency law or any law for the relief of debtors;
 - (vi) Either party instituting proceedings for the appointment or application of a receiver for the other party;
 - (vii) Either party making an assignment for the benefit of Creditors;
 - (viii) The failure of the Subscriber to properly protect security system equipment when subscribed to an equipment replacement warranty;
 - (ix) The failure of the Subscriber to correct electrical, structural, or any other facility issues which causes installed security equipment to fail when subscribed to an equipment replacement warranty;
 - (x) A party other than the Company and the Subscriber initiating involuntary proceedings under any bankruptcy act, insolvency law or any law against Either party, which Either Party fails to have terminated or discharged within thirty (30) days; or
 - (xii) A party other than the Company or the Subscriber initiating proceedings for the appointment or application of a receiver for Either party, which Either party fails to have terminated or discharged within thirty (30) days;
 - (xiii) Either party materially breaching this Agreement pursuant to the terms and conditions thereof.
For purposes of this Section a "Material Breach" shall include, but is not limited to, the following:
 - (1) Filing a voluntary petition in bankruptcy or having an involuntary petition in bankruptcy filed and not dismissed within sixty (60) days after such filing;
 - (2) Making a general assignment to or for the benefit of creditors;
 - (3) Any illegal or dishonest acts of the Company or the Subscriber or any material misrepresentations by the Company or the Subscriber;
 - (4) Any change in the control or management of the Company or the Subscriber which is unacceptable to either party in the exercise of its reasonable business judgment, or if the Company or the Subscriber ceases to function as a going concern or conduct its operations in the normal course of business."
 - (b) The process of Termination in accordance with the terms and conditions set out below, this Agreement shall be subject to Termination by either party which shall be effective immediately. Either party may terminate this Agreement pursuant to the following terms and conditions:
For purposes of this Agreement the "Defaulting Party" shall be defined as follows: the Party who fails to abide by the terms and conditions of this Agreement.
 - (1) If any party is in violation of one (1) or more of the listed "Events of Default" as further set out in above in this Agreement. The party who is not the "Defaulting Party" may terminate the Agreement by giving notice to the Defaulting Party of their intent to terminate this Agreement. A party having the right to terminate this Agreement may exercise such right by giving the other party a written notice stating the Agreement is terminated as of the later of the date of the notice or the permitted termination date;
 - (2) Termination by the Subscriber for cause: The Subscriber may terminate the Agreement if the Company:
 - (a) Persistently fails to supply enough properly skilled workers or proper materials;
 - (b) Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
 - (c) Otherwise is guilty of substantial breach of a material provision of the Agreement.
 - (3) Termination by the Subscriber for cause: The Subscriber may terminate the Agreement if the Company:
 - (a) Fails to make payments to the Company for materials or labor in accordance with the terms of the Agreement;
 - (b) Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
 - (c) Otherwise is guilty of substantial breach of a material provision of the Agreement Documents."
 - (4) Additional Termination provisions. Except as otherwise provided herein, this Agreement may be terminated without any penalty or further liability upon written notice as follows:
 - (a) By either party upon a default of any covenant or term hereof by the other party which default is not cured as further set out above (without, however, limiting any other rights available to the parties pursuant to other provisions hereof, or applicable law);
 - (b) Upon Fifteen (15) days written notice by the Company to the Subscriber or the Subscriber to the Company if either party is unable to obtain or maintain through no fault of any the party seeking termination under this provisions, permit or other Governmental Approval necessary to the construction and operation of the equipment or business of the Company or the Subscriber; or
 - (c) During the initial term or any renewal Term hereof, the Company or the Subscriber may for any mutual reason or no reason at all upon Fifteen (15) days advance written notice from the Subscriber to the Company or from the Company to the Subscriber.

Customer Initials: _____



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7. All other remedies shall be set out in accordance with Georgia law are applicable to both parties;
8. Subject to the above provisions, termination of this Agreement is without prejudice to any other rights or remedies of the parties and is without liability for any loss or damage occasioned by the termination. Termination of this Agreement does not release either party from any liability which, at the time of termination, has already accrued to the other party, or which may accrue as a result of any act or omission prior to termination or from any obligation which is expressly stated to survive the termination;
9. The Company shall not be obligated to perform any monitoring services hereunder during any time when telephone company circuits, equipment or any other means of relaying signals are not working since signals to the Company are received by means of telephone, cellular or internet communication.
10. The Company shall not be liable for any loss or damage caused by defects or deficiencies in System nor shall the Company incur any liability for delay in response or non-response or Police, Fire, or other authorities, Institutions, or individuals to be notified by the Company.
11. The Company disclaims all warranties, express or implied, including those of merchantability or fitness for a particular purpose, that its services will avert, defer, or prevent any loss which monitoring might alleviate or mitigate.
12. The Company's monitoring service to the Subscriber shall commence only after the Company has received completed the Alarm Monitoring Service Agreement and Notification Instructions for System, and a "start date" has been verified. The Subscriber shall notify the Company of any changes in such Notification Instructions.
13. The Subscriber shall notify the Company immediately of any modifications, alteration or termination of any Agreement between the Subscriber and the Company. Failure to so notify will result in discharge and termination of this Agreement.
14. It is understood and agreed by and between the parties hereto, that if there is any conflict between this Agreement and the Subscriber's purchase order to any other document, this Agreement will govern.
15. It is understood by and between the parties hereto that the Company is not an insurer nor is this Agreement intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, will be obtained by the Subscriber. Charges are based solely upon the value of the services to be provided and are unrelated to the value of the Subscriber's property or the property of others on the Subscriber's premises. The Company is being paid to monitor a system designed to reduce certain risks of loss or damage to property, or injury or death to persons and the amounts of being charged by the Company for services to the Subscriber are not sufficient to guarantee that no such loss or damage to property, or injury or death to persons will occur. The Subscriber agrees that the Company shall not be liable for loss or damage to property, or injury, or death to persons, due directly or indirectly to any occurrence and consequences there from which the monitoring service is designed to reduce or avert.
16. The Subscriber agrees that from the nature of the services to be performed it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the failure on the part of the Company to perform any of its obligations hereunder. If the Company should be found liable for loss or damage to property, or injury or death to persons, due to a failure on the part of the Company or its equipment, in any respect, its liability shall be limited to an amount equal to Six (6) times the monthly charges billed by the Company, for services to premises of the sum of Two Hundred and Fifty Dollars (\$250), whichever sum shall be greater, as liquidated damages and not as a penalty, and this liability shall be exclusive.
17. The provisions of this paragraph shall apply in the event loss or damage to property, or injury or death to persons, irrespective of cause or origin, results directly, or indirectly, from the performance or nonperformance of the obligations set forth by the terms of this Agreement, or from negligence, active or otherwise, of the Company, its agents, or employees.
18. **HOLD HARMLESS.** The Subscriber agrees to indemnify, defend and hold harmless the Company from and against all claims, demands, liability, damages, losses, expenses, including attorney's fees and lawsuits which may be asserted against the Company by any person not a party to this Agreement for any expense, loss or damage including, but not limited to personal injury, death and/or property damage, real or personal, arising out of the installation, repair service, monitoring, operation, or nonoperation of the equipment, whether due to the sole, joint, several, or gross negligence of the Company or its agents, servants, employees, suppliers, or sub-contractors, breach of contract, express or implied, breach of warranty, express or implied product of strict liability, or any claim for contribution of indemnification. Notwithstanding anything contained herein to the contrary, this paragraph shall not apply to claims for loss or damage caused directly and solely by the negligence of an employee of the Company while on Subscriber's premises, provided, however, that this exception shall be limited to the amount of proceeds received for the Company's insurance policy(ies) applicable to the claim or action.
19. This Agreement is not assignable by Subscriber except upon prior written consent of the Company.
20. This Agreement is made in, and shall be governed by the laws of the State of Georgia.
21. An notice required to be given hereunder by either party shall be in writing sent by Certified Mail, Return Receipt Requested, addressed to such a party at the address indicated on the reverse side hereof or at such other address as either party shall notify the other hereof, in the same manner.
22. The Subscriber acknowledges receipt of a copy of this Agreement.
23. This Agreement contains the entire understanding of the parties and supersedes any other oral or written Agreement by representation.
24. This Agreement shall become valid only when duly countersigned by an authorized representative of the Company.
25. **DISCLAIMER OF WARRANTIES.** THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE HEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ANY WARRANTIES ON ANY PRODUCT USED IN THIS AGREEMENT ARE THOSE MADE BY THE MANUFACTURER OF SUCH PRODUCT ONLY. THE COMPANY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE COMPANY NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE MONITORING OF THE SYSTEM HEREIN. THE SUBSCRIBER SHALL NOT BE ENTITLED TO RECOVER FROM THE COMPANY ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME OR ANY OTHER INCIDENTAL DAMAGES.

Authorized Customer Signature: _____

Date: _____

ETC Security Representative: _____

Date: _____

Accepted by: ETC
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 Ellijay, GA 30540
 Attention: Security
 Telephone: 800.660.6826
 Facsimile: 706.697.5689