SAFEHOUSE SECURITY SOLUTIONS

2140 51st Street * Sarasota, Florida 34234
Phone :(941) 342-6272 Fax :(941) 342-6949
EC13009577

Account SF0085-_____

Initial Expiration: _____

Installation Location:

Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Billing Address (if Different)

Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Email:

Description of Proposal:

Monitoring of Alarm System /month

***IN CASE OF EMERGENCY , CALL 1-800-432-1429**

1. 'Safehouse' agrees to install the equipment specified at the above installation location. As to the equipment specified in the Description of Proposal above and all other equipment appurtenant thereto governed by this Agreement, the parties agree:

a) _____all equipment shall be leased by Safehouse to Customer.
b) **XX** Only the Cellular/Radio Dialer shall be leased by Safehouse, all other equipment is sold to Customer.
c) _____Customer owns all equipment except information programmed as installation codes.

2. Monitoring and/or Maintenance

a) Commencing as of _____, The Subscriber agrees to pay Safehouse, it agents or assigns the sum of $_____per month, plus sales tax in the amount of $ per month, payable in advance each Annually
For a period of [X]two or [ ]three years from the date described above for the : 1.[X] ongoing monitoring only OR
2. [ ] ongoing monitoring and maintenance of the system and for the use of the leased equipment. If option 1.[ ] is checked, Safehouse shall have no obligation to maintain the system installed pursuant to this Agreement; Safehouse shall incur no liability for loss, damage or injury suffered by Subscriber arising out of any failure in the system due to the lack or improper maintenance of the system and references in the Agreement to Safehouse's affirmative undertakings to maintain the system shall be deemed inapplicable.
b) The monthly payment in paragraph 2.a) may be increased, at Safehouse's continuing option, by an amount up to 5% during the initial or any renewal term no more than once annually without prior notice.
c) All charges set forth herein are based upon existing federal, state and local taxes and utility charges in paragraph 2.a) and do not reflect any additional taxes, fees or charges which may hereafter be imposed by any governmental agency or utility relating to the installation maintenance or service provider under the terms of this Agreement, and Subscriber agrees to pay the same. Safehouse, at its option, may pass on any reduction in said taxed, fees or charges but shall not be obligated to do so. In connection with the installation of the aforesaid equipment, Subscriber has been advised that the utility company may require the installation of a special jack or network interface, in the event a special jack or network interface has to be installed, Subscriber agrees to bear all costs in connection therewith.
d) Time is of the essence as to making all payments under this Agreement. Subscriber shall pay Safehouse a late charge equal to the highest annual rate of interest allowed under the laws of the State of Florida times the delinquent payment for any payment that is ten (10) calendar days late from the date when the delinquent payment was due through the date of payment.

3. Installation and Removal of Equipment

Safehouse is hereby authorized to make any preparations such as drilling holes, driving nails, making attachments, or doing any other things necessary or pertinent to the installation and maintenance of the material described in the Schedule and Safehouse shall not be responsible for any condition created thereby during the installation, maintenance or removal of the equipment and further, Safehouse shall not be responsible for the condition of premise upon the removal of the apparatus under all conditions hereinabove mentioned. Upon the termination of this Agreement, all the equipment leased to Subscriber pursuant to this Agreement shall be returned to Safehouse in the same condition as on the date of installation, normal wear excepted. Any removal of equipment shall only be done by Safehouse and Safehouse shall be entitled to remove only such equipment as it may elect, in its discretion, to recover. Upon removal of any equipment, Safehouse shall have no obligation to repair or redecorate any portion of the Subscriber's premises. Subscriber hereby authorized Safehouse to make inspections, tests and repairs as required to maintain the equipment outlined in the Description of Proposal. Subscriber agrees to provide all required access needed by Safehouse to install, inspect, maintain and/or remove the equipment.

4. Indemnification

Subscriber agrees and shall indemnify Safehouse, its agents and employees, against and hold Safehouse, its agents and employees harmless from any and all third party claims, actions, causes of action, suits, judgments, damages or demands arising out of or in any way connected with Safehouse's performance or actions (whether such performance or actions are negligent) under this Agreement, if Safehouse becomes liable for or a party to such claims, actions, causes of action, suits, judgments, damages or demands. Subscriber agrees to pay all costs, losses or expenses, including a reasonable attorney's fee, incurred by Safehouse as result thereof.

Initial_____

5. Safehouse's Liability

It is understood and agreed that Safehouse is not an insurer; that insurance, if any, covering personal injury and property loss or damage at the location shall be obtained by Subscriber; that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the Subscriber's property or the property of others at the location or against any personal injury at the location. Subscriber hereby waives and releases any right to recover any damages against Safehouse that Subscriber may have under this Agreement or otherwise. Safehouse makes no guarantee of warranty, including any implied warranty of merchantability or fitness that the equipment of services supplied will avert or prevent occurrences or the consequences therefrom which the equipment or services 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 a failure to perform any of the obligations herein, or the failure of the equipment and/or services to properly operate with resulting loss to Subscriber because of, among other things:

a) The uncertain amount of value of Subscriber's property or the property of others kept at the location which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert.

b) The uncertainty or the response time of any law enforcement, emergency service, fire department or other service responding to a signal, should the law enforcement or the fire department or other service be dispatched as a result of a signal being received or an audible device sounding.

c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Safehouse's failure to perform or by failure of its equipment to operate.

d) The nature of the service to be performed by Safehouse.

e) The uncertain loss, damage or injury sustained by Subscriber or any guest, invitee or other individual at the location that would be proximately caused by Safehouse's failure to perform or by the failure of its equipment to operate.

Subscriber understands and agrees that if Safehouse should be found liable for loss, damage or injury due from a failure of Safehouse to perform any of the obligations herein, including but not limited to installation, maintenance, monitoring or service or the failure of the system or equipment in any respect whatsoever, whether due to the negligence of Safehouse or otherwise, Safehouse's liability shall be limited to a sum equal to the total of six (6)monthly payments or Two Hundred Fifty Dollars ($250.00), whichever is the lesser, as liquidated damages and not as a penalty and this liability shall be the sole liability of Safehouse under this agreement to the complete exclusion of any and all other remedies, legal or equitable, available to Subscriber or damages suffered by Subscriber (for purposes of this provision Subscriber shall mean and include Subscriber and all others to whom it may be determined Safehouse is liable under this Agreement); and that the provisions of this section shall apply if loss, damage or injury, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or non performance of the obligations imposed by this agreement or from negligence, active or otherwise, of Safehouse, its agents, assigns or employees.

You further acknowledge that you understand the Limitation of Liability herein. In the event that the Subscriber wishes to increase the maximum amount of such damages Subscriber may, as a matter of right, obtain from Safehouse a higher limit by paying an additional amount proportioned to the increase in such damages.

f) When Subscriber in the ordinary course of activity or business has property of others, Subscriber agrees to and shall indemnify, defend and hold harmless Safehouse, its employees and agents from and against all claims brought by parties other than the Subscriber. This provision shall apply to all claims regardless of cause including Safehouse's performance or failure to perform and including defects in equipment, design, installation, maintenance, operation or non-operation of the system whether based upon negligence, active or passive, warranty, or strict or product liability on the part of Safehouse, its employees or agents.

6) No Representations or Warranties

Safehouse does not make any representation or warranty, including implied warranty or merchantability or fitness, that the system or service supplied may not be compromised, or that the system or services will in all cases provided the protection for which it is intended. The disclaimer set forth in this paragraph are in addition to the disclaimers in Paragraph 5 above.

7) Default

In the event the Subscriber shall default in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, Safehouse may, at its option, terminate this Agreement, immediately discontinue all services under this Agreement, specifically including but not limited to monitoring and/or maintenance of the system, shall be entitled to immediate possession and recovery of all leased equipment and shall be entitled to recover as liquidated damages a sum equal to the lessor of the following; ninety-five percent (95%) of the balance of monthly payments then remaining under this Agreement or $850.00 (eight hundred fifty dollars) together with late charges provided in Paragraph 2 above which shall be immediately due and payable. Upon Subscriber's default Safehouse's entry into the location to remove and recover its equipment shall not be deemed a trespass. The parties hereto agree that the purpose in setting forth and providing for liquidated damages in this paragraph is that it is impossible to determine actual damages Safehouse may suffer in the event of Subscriber's default at the time of execution of this agreement. Subscriber fully understands that the damages, as set forth herein, include a portion of Safehouse's installation expenses, commissions, and other expenses related to the installation of such system, as well as maintenance and service expenses and reasonable profit. After Subscriber's default, termination of service or removal of the system or equipment as hereinabove set forth shall not be considered to constitute a breach by Safehouse of this Agreement or waiver of Safehouse to any such damages. Subscriber's abandonment of the location shall not relieve Subscriber of its obligations under the terms of this Agreement.

8) False Alarms

The Subscriber agrees to pay any false alarm fine, assessments, penalties, fees, charges, or legal fees relating to the installation or service provided under this Agreement, which are authorized or imposed by any governmental body or other organization which responds to the false alarm. In the event a fine, assessment, penalty, fee, charge, or legal fee shall be assessed against Safehouse by any governmental body or other organization as a result of any false alarm originating from Subscriber's premises, Subscriber agrees to forthwith reimburse Safehouse for payment of the said false alarm fine, assessment, penalty, fee, charge, or legal fee. Failure to pay such fine, assessment, penalty, fee, charge, or legal fee immediately upon Safehouse's request shall constitute default in this Agreement at Safehouse's option.

Initial____

9) Service and Repairs

Safehouse, at its cost and expense, shall keep the leased equipment in good repair and working order and shall garnish all parts, mechanisms and devices required to maintain the leased equipment. Attachments, accessories, and repairs at any time made to or placed on the equipment shall become part thereof and remain the property of Safehouse. An additional charge shall be made for any repairs to the leased equipment necessitated by other than ordinary wear and tear in accordance with standard charges of Safehouse which Subscriber shall immediately pay upon request.

If Paragraph 2) a) 1) is checked, all costs and expenses for maintaining or repairs to the equipment sold to the Subscriber shall be charged to the Subscriber in accordance with standard charges of Safehouse which Subscriber shall immediately pay upon request. If Paragraph 2) a) 2) is checked, a) Safehouse, at its cost and expense, shall provide for maintenance and repairs to the equipment sold to the Subscriber necessitated by ordinary wear and tear during normal business hours; however b) Subscriber shall be charged for all costs and expenses for maintenance or repairs to the equipment sold to the Subscriber necessitated by other than ordinary wear and tear which Subscriber shall immediately pay upon request.

If Subscriber request repairs to the equipment during Safehouse's non-business hours, Safehouse shall charge a fee for labor in accordance with Safehouse's standard charges (regardless whether option 1 or 2 is selected under Paragraph 2) b) which Subscriber shall immediately pay upon request.

10) Equipment

Subscriber acknowledges that leased equipment installed in Subscriber's premises including, if applicable all devices, instruments, appliances and all connections, wires, conduits, and other materials associated therewith, except telephone company leased lines, is and shall at all times remain the property of Safehouse to be removed by Safehouse upon the termination of this Agreement or upon default by the Subscriber as set forth herein. Subscriber agrees that Subscriber will not damage, encumber or dispose of the equipment or permit such property to be damaged, encumbered or taken from the premises above described, nor repaired by any but authorized agents of Safehouse in the event of loss or damage to the equipment of Safehouse, for any reason whatsoever. Subscriber agrees to pay to Safehouse the current replacement value of the equipment furnished by Safehouse.

The Subscriber agrees not to tamper with, alter, adjust, add or connect foreign devices to disturb, injure or remove or otherwise interfere with any of the equipment nor to permit the same to be done, and the Subscriber shall be responsible for this equipment during the term of this Agreement, and until same is returned to the possession of Safehouse. It is further agreed that the equipment shall remain in the same location as installed and any removal or disturbance thereof (resulting from painting, altering, or remodeling the fixtures or any changes whatsoever) necessitating any work by way of repairs, relocation or otherwise, shall be paid for by the Subscriber in accordance with standard charges of Safehouse in addition to all other charges mentioned herein. Subscriber agrees to return the leased equipment to Safehouse upon the termination of this Agreement or any renewal term, in as good condition as the time it was installed, ordinary wear excepted. **Failure to return leased GSM Module will result in an additional charge to customer of $395.00 per module leased.** Subscriber hereby agrees to include replacement cost of the equipment to Subscriber's casualty insurance and name Safehouse as an insured as its interest may appear.

11) Attorney Fees and Costs

Subscriber agrees to pay all costs, charges, and expenses of collection, including reasonable attorney's fees incurred by Safehouse, if this Agreement is in default and is placed in the hands of an attorney for collection or if it becomes necessary to enforce any of the terms of this Agreement whether or not a complaint is filed, including, but not limited to, such attorney's fees incurred prior to the institution of litigation, or in litigation, including trial and appellate review, and in arbitration, bankruptcy, mediation or other administrative or judicial proceedings.

12) Subscriber to Test and Set System

Subscriber shall carefully and properly set the system installed pursuant to this Agreement each day or at such other time as Subscriber shall close the Location. Subscriber shall carefully and properly test the alarm system prior to each closed period and shall immediately report to Safehouse Claimed inadequacy in or failure of the system. Safehouse shall make such repairs as shall be necessary as soon after receipt of notice as is reasonably possible, during Safehouse's regular business hours. In the event the system installed pursuant to this Agreement is or becomes inoperative due to Subscriber's failure to notify Safehouse of the need of repairs to the system, the failure of the system to operate due to Subscriber's failure to so notify Safehouse shall not constitute a breach of this Agreement on the part of Safehouse nor shall it waive Safehouse's right to payment due under this Agreement.

13) Signal Transmission

Subscriber understands that in the event a digital communicator or telephone line is used as the method of transmission of a signal to Safehouse's central station, the alarm is not continually supervised and, therefore, if the telephone line or cable is cut, damaged, disconnected, out of order, placed on vacation, or otherwise interrupted, signals form the Subscriber's alarm system will not be received in Safehouse's central station and the interruption of service will not be known to Safehouse. Subscriber has been specifically informed of this inherent limitation is a system using such devices, and further acknowledges that signals transmitted over telephone lines in this manner are beyond the control of Safehouse with such line being maintained in service by the applicable telephone company or utility. Subscriber may back-up telephone communication with a radio frequency, cellular, GSM transmission device. Subscriber will notify Safehouse if such back-up communication is desired at an additional cost to subscriber. If the alarm system transmits signals by radio, cellular, GSM telemetry, Subscriber understands that a radio, cellular, GSM telemetry is not supervised and requires an operable antenna and non-interference with radio, cellular, etc. wave transmissions for a signal to be transmitted and received by the central station. If there is interference with the transmissions or if the antenna is inoperative, there is no indication of this fact at the central station and no alarm signal can be received by the central station while the interference or inoperative condition exists.

Subscriber agrees that Safehouse shall incur no liability under this Agreement, or otherwise, for loss or damage sustained by Subscriber if the electronic protective system installed by Safehouse pursuant to this Agreement fails to properly function due to an interruption in the transmission of the signal set out above in this Paragraph 13.

14) Assignment and Subcontractors

This Agreement shall not be assignable by the Subscriber except upon the written consent of Safehouse. Safehouse shall have the right to assign this Agreement to any other persons, firm or corporation without notice to Subscriber and shall have the further right to subcontract any installation, monitoring, maintenance or other services which it may perform. Subscriber acknowledges that this Agreement, and particularly those paragraphs relating to Safehouse's maximum liability, liquidated damages, and indemnification inure to the benefit of and are applicable to any assignees and/or subcontractors of Safehouse, and that they bind Subscriber to Safehouse.

Initial_____

15) Waiver of Subrogation
Subscriber does hereby for Subscriber and parties claiming through or under Subscriber, release and discharge Safehouse from any and all liability covered by Subscriber's insurance.
It is expressly understood and agreed that no insurance company or insurer will have any right of subrogation against Safehouse for any losses or damage resulting from fire, burglary or any other cause covered under any such policy. If any of the aforesaid policies of the Subscriber require the Subscriber to inform Subscriber's insurer of the existence of this waiver of subrogation provision, the Subscriber shall promptly provide the appropriate notice to Subscriber's insurer.

16) Entire Agreement, Parties Bound, Governing Law
No prior or present agreements or representations shall be binding upon Safehouse or Subscriber unless incorporated in writing in this Agreement. No Underwriters Laboratories or other certificate shall be construed to modify or extend this agreement or Safehouse's liability. The terms of this contract supersede the terms of any UL Certificates issued. In the event of a conflict between the language of such certificate and this agreement the provisions of this agreement shall prevail. No modification or change in this Agreement shall be valid or binding upon the parties hereto unless in writing, executed by the parties to be bound thereby. This Agreement shall be binding upon Safehouse and Subscriber and their personal representative heirs, successors, or assigns. This Agreement shall be construed pursuant to the laws of the State of Florida as to interpretation and performance. Venue for all actions under this Agreement shall only be in a court or agency of competent jurisdiction in Sarasota or Manatee County, Florida.

17) Authorized Entry
For supervised central station service, Subscriber agrees to furnish Safehouse a list of the names, residence addresses, and phone numbers of all persons authorized to be notified if the alarm is activated and a signal received.

18) Invalid Provisions
In the event any of 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.

19) Waiver
Failure or delay by Safehouse to enforce its rights hereunder shall not operate as a waiver of such rights in the future.

THIS AGREEMENT SHALL BE AUTOMATICALLY RENEWED FOR THE SAME PERIOD OF TIME AS SET FORTH HEREIN, UNLESS EITHER PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO TERMINATE BY CERTIFEID MAIL, (RETURN RECEIPT REQUESTED) SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THE THEN CURRENT TERM.

RESIDENTIAL CUSTOMERS ONLY:
YOU THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE AFFIXED THEIR SIGNATURE THIS _____ DAY OF _____ , 20 ___

SAFEHOUSE SECURITY SOLUTIONS

X_____

BY: Tim Castelloe

AUTHORIZED AGENT OF SAFEHOUSE

_____
Social Security Number or Florida Driver's License Number

Title:_____

_____
AUTHORIZED AGENT OF SUBSCRIBER (IF NECESSARY)

Approved:_____