



Surveillance
Home · Business · Alarms

NME Surveillance LLC
324 Dartmouth St Apt 2
New Bedford, MA 02740
508.441.0810
E-mail: Nick@NMESurveillance.com

RESIDENTIAL ALARM MONITORING AGREEMENT

TERMS OF SERVICE

This agreement is made on _____, 2019 by and between NME Surveillance LLC, herein referred to as

“COMPANY”, and _____, herein referred to as “Subscriber”. (print name clearly)

This is an agreement between you (“Subscriber”) and NME Surveillance LLC (“COMPANY”) for the purpose of monitoring the residential alarm system installed at Subscriber’s owned, rented or leased property at:

(Street Address)
(Zip Code)

(City)

(State)

(Home Number)

(Cell Phone Number)

(E-mail Address) *To send billing reminder/Update as necessary*

1. **ALARM MONITORING:** Service will commence NME Surveillance LLC has processed Subscriber’s paperwork, billed Subscriber’s credit card for the first month of residential alarm monitoring service, a one-time activation fee of \$99.00, and alarm signals sent from Subscriber’s residential alarm system have been received and validated by our alarm monitoring company.
2. **TERM:** This agreement is **36** months. At the end of this agreement and monthly thereafter, unless Subscriber cancels alarm monitoring service in writing and allows the removal by NME Surveillance LLC of Company

_____Initials

account number(s) and telephone number(s) from Subscriber's alarm system, Subscriber authorizes NME Surveillance LLC to charge Subscriber's credit card for monthly monitoring service at the same rate or higher, as specified in paragraphs 9 and 17. This procedure will be repeated month to month unless Subscriber or NME Surveillance LLC terminates service. All terminations/cancellations MUST BE DONE IN WRITING 30 days prior to cancellation.

REFUNDS WILL NOT BE SENT NME Surveillance LLC CAN VERIFY THAT THE ACCOUNT NUMBER (S) AND TELEPHONE NUMBER (S) ASSIGNED TO SUBSCRIBER'S ALARM EQUIPMENT HAVE BEEN REMOVED FROM SUBSCRIBER'S ALARM EQUIPMENT.

3. **REFUNDS:** Upon written cancellation of alarm monitoring service from Subscriber, NME Surveillance LLC will attempt to remove the account and telephone numbers from Subscriber's alarm equipment. Subscriber agrees to assist in that effort and make the alarm equipment available to NME Surveillance LLC during normal business hours. The amount of work required to recover NME Surveillance LLC proprietary alarm data will be billed at our prevailing labor rates, charged against Subscriber's credit card and may reduce or eliminate any refund Subscriber is due and may require additional billing of Subscriber's credit card. Failure of NME Surveillance LLC to recover its data may result in the continued alarm monitoring of Subscriber's alarm system. SUBSCRIBER AGREES THAT MONITORING AND BILLING WILL CONTINUE UNTIL ALL OF NME Surveillance LLC PROPRIETARY DATA HAVE BEEN REMOVED FROM SUBSCRIBER'S ALARM EQUIPMENT.
4. **PAST DUE STATUS:** Should client's account become 'PAST DUE' for any reason, NME Surveillance LLC may, at its option and without notice to client, remove alarm reporting from a toll free communication path. Client understands that client may incur communication charges for each alarm transmission from their telephone company should the toll free service be removed. Client agrees that during the period Client's account remains in its 'PAST DUE' status NME Surveillance LLC and its designated Central Station may, at its option, only respond to Client's alarm signals by notifying only the appropriate authorities and may, at its option, refrain from calling Client's telephone numbers and 'call list' numbers. Client also understands that a charge of \$ 50.00 will be required before toll free reporting and regular 'call list' service can be restored.
5. **INSURANCE:** Subscriber acknowledges and agrees that NME Surveillance LLC is not an insurer, that subscribing to alarm monitoring will not replace insurance of any kind or pay any insurance deductible(s), that alarm systems cannot protect against loss, and that NME Surveillance LLC alarm monitoring service will not be held responsible in any way should loss occur.
6. **LIABILITY:** NME Surveillance LLC assumes NO LIABILITY OR RESPONSIBILITY whatsoever for the serviceability, operation, maintenance or function of Subscriber's alarm equipment. Additionally, NME Surveillance

_____Initials

LLC cannot guarantee that Subscriber's alarm equipment provides full or even partial security coverage or will provide the security protection Subscriber intended it to provide. NME Surveillance LLC reserves the right to terminate WITHOUT FAULT the alarm monitoring service to any Subscriber whose alarm equipment is: a) in poor working order; b) has not been repaired after Subscriber has been notified service is needed; c) responsible for excessive alarm signals – more than 5 during a 30 day period; d) used improperly by Subscriber or Subscriber's designates. Subscriber understands and agrees that unnecessary service or false alarm calls are to be borne by Subscriber.

If excessive false alarms are caused by ANY reason, including but not limited to user error or malicious behavior, carelessness, unintended use of the alarm system,

NME Surveillance LLC may, at its sole discretion, deem the same to be a material breach of contract on the part of the Subscriber and may, at its sole discretion, be excused from further performance.

7. **COMPANY IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY:** It is understood that NME Surveillance LLC is **not an insurer**: that insurance, if any, shall be obtained by the Subscriber: that the payments provided herein are based solely on the value of the services set forth herein and are unrelated to the value of the Subscriber's property or the property of others located on Subscriber's premises; that NME Surveillance LLC makes no guaranty or warranty, including any implied warranty of merchantability of fitness that the equipment or services supplied will avert or prevent occurrences or the consequences from which the system or service 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 system to properly operate with the resulting loss to Subscriber because of but not limited to:
- a. The uncertain amount or value of Subscriber's property or the property of others kept on the premises 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 of the response time of any police, fire department or alarm response company dispatched as a result of a signal from or at the premises;
 - c. The inability to ascertain what portion, if any, of any loss would be proximately caused by NME Surveillance LLC or it's AGENTS failure to perform or by a failure in it's equipment to operate;
 - d. The nature of the service to be performed by NME Surveillance LLC or its AGENTS.

8. **COMMUNICATION LINK DISCLAIMER:** Subscriber acknowledges that Subscriber's alarm equipment utilizes a dialer, that the dialer communicates NME Surveillance LLC central monitoring provider via telephone lines, DSL lines, Internet service, cellular service, via radio transmission, or by any

_____Initials

communication path unknown now but utilized in the future and that the serviceability of any communication path is COMPLETELY BEYOND THE CONTROL OF NME Surveillance LLC. Subscriber agrees to hold NME Surveillance LLC harmless for any and all loss as a result of any and all forms of communication failure.

9. **COMMUNICATION CHARGES AND CHANGES:** Subscriber agrees to pay for all telephone line charges and/or transmission charges brought about, but not limited to: Changes in line fees, rates or service levels and those fees, taxes and adjustments levied by service providers, local, state or federal governments; Changes in tariff regulations for any service provided within the entirety of this agreement; Changes to, splitting of or adding area codes. Subscriber agrees to pay NME Surveillance LLC all the above fees and the current programming charges required to comply with those changes.
10. **FAILURE TO PERFORM:** NME Surveillance LLC assumes NO LIABILITY for failure to perform because of, but not limited to, labor trouble, riots, floods, power outages, communication failures, acts of God, or any catastrophe or condition beyond its control and is NOT REQUIRED to perform service while any such condition exists. NME Surveillance LLC shall have the right to cancel an existing agreement with or without notice in the event any telephone carrier discontinues certain grades of service, if Subscriber's premises including communication capability or NME Surveillance LLC central station provider should be destroyed or rendered inoperative by fire or other catastrophe.
11. **DAMAGES:** Subscriber understands and agrees that if NME Surveillance LLC should be found liable for loss or damage due to failure of NME Surveillance LLC or its AGENTS 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, NME Surveillance LLC and its AGENTS liability shall be limited to a sum equal to the total of Two Hundred and Fifty (\$250.00) dollars as liquidated damages and not as a penalty and this liability shall be exclusive; and that the provisions of this section shall apply if loss or damage, irrespective of cause of origin, results directly or indirectly to persons or property, from performance or non-performance of the obligations imposed by this contract, or from negligence, active or otherwise, NME Surveillance LLC or its AGENTS, ASSIGNS, or EMPLOYEES.
12. ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE MASSACHUSETTS BOARD OF STATE EXAMINERS OF ELECTRICIANS. ANY QUESTIONS CONCERNING AN ALARM COMPANY OPERATOR MAY BE REFERRED TO: THE DIVISION OF PROFESSIONAL LICENSURE, 1000 WASHINGTON ST. SUITE 710 BOSTON MASSACHUSETTS 02118-6100 OR MASS.GOV/DPL
13. **WARRANTY OR MERCHANTABILITY:** NME Surveillance LLC makes no expressed or implied warranties as to any matter whatsoever, including, but

_____Initials

without limitation, the condition of the equipment, it's merchantability or its fitness for any particular use.

14. **SUBSCRIBER'S DAILY OPERATIONAL OBLIGATIONS AND RESPONSIBILITY:** Subscriber agrees to carefully and properly test and set system daily, including walk test if movement detection devices are installed, and will notify NME Surveillance LLC of any operating defect and have it repaired in a timely manner.
15. **POLICE DEPARTMENT/LOCAL, STATE REGULATIONS; SUBSCRIBER'S SOLE RESPONSIBILITY:** If Subscriber's local police department requires a permit, Subscriber agrees to pay for, get and immediately forward a copy of permit to NME Surveillance LLC at its address of record. Subscriber understands and accepts that NME Surveillance LLC is NOT RESPONSIBLE for maintaining Subscriber's police permit, paying local fees associated with police permits or permits of ANY kind. Subscriber assumes ALL responsibility and liability for the maintenance and compliance with local, state and federal regulations as they currently apply to security services and Subscriber agrees to diligently follow and pay for all local, state and federal ordinances as they apply to Subscriber's relationship NME Surveillance LLC for the life of their mutual business relationship. Additionally, Subscriber understands and accepts that NME Surveillance LLC is not responsible for false alarm charges, will not pay them, and that police response or lack of police response may be due wholly or in part to having Subscriber's alarm account, if applicable, current with the local police department.
16. **RECONNECT FEES:** If monitoring service is suspended for ANY reason, Subscriber agrees to pay a minimum \$ 75.00 re-connect and processing fee and authorizes NME Surveillance LLC to charge SUBSCRIBER'S credit card for the re-connect fee prior to the re-establishment of alarm monitoring service.
17. **INCREASES IN OPERATING EXPENSES** NME Surveillance LLC shall have the right to increase the annual charges provided herein to reflect any additional taxes, licenses, permits, insurance premiums, fees or charges which hereafter may be imposed on NME Surveillance LLC by any utility, governmental agency or insurance carrier(s) relating to the service(s) provided under the terms if this Agreement and Subscriber agrees to pay the same or cancel service.
18. **OWNERSHIP:** NME Surveillance LLC yard signs, window decals, telephone stickers and anything with the NME Surveillance LLC identifier shall remain the property of NME Surveillance LLC. Subscriber acknowledges that none of the above is for sale and that all are used only with permission by NME Surveillance LLC during the period of service of Subscriber's alarm system by NME Surveillance LLC.

_____Initials

19. **NOTE:** If any 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.
20. **ASSIGNMENT:** This agreement is not assignable by Subscriber without written consent of NME Surveillance LLC. NME Surveillance LLC shall have the right to assign this agreement or subcontract any of the services it may perform. There are NO VERBAL understandings changing or modifying this Agreement.

21. **FEATURES AND SERVICES:**

RESIDENTIAL ALARM MONITORING	♥♥ \$ <u> </u> .00 /mo ♥♥
<p>On Burglary alarm activation:</p> <ul style="list-style-type: none"> • We call your home, your cell, Police/Fire Dept. or Response Agent • Up to 3 other phone numbers <p>For other types of alarm activation – FIRE, HOLD-UP, PANIC, DURESS, MEDICAL, ENVIRONMENTAL – we will contact the appropriate authority to handle the event on your behalf</p>	
<ul style="list-style-type: none"> • 7 – Day Communication test 	
<ul style="list-style-type: none"> • Central Station Notification on Loss of Power and Reserve Back-up Battery 	
<ul style="list-style-type: none"> • Keypad Notification of Wireless Transmitter Low Batteries 	
<ul style="list-style-type: none"> • 1 Yard Signs and up to 5 Window Decals 	

22. **OPTIONAL PROFESSIONAL SERVICES & CHARGES:** Can be ordered as needed in writing via mail, fax or e-mail ONLY.

<ul style="list-style-type: none"> • Truck Roll 	<ul style="list-style-type: none"> • \$. \$49.00
<ul style="list-style-type: none"> • Activity : 	<ul style="list-style-type: none"> • \$.00 ea • \$.00 ea • \$.00 ea
	<ul style="list-style-type: none"> • \$.00/month

23. **Subscriber has read, understands and accepts the terms of this Agreement and is signing up for Residential Alarm Monitoring Service:**

_____Initials

Alarm Monitoring Package: Alarm.com Interactive Gold@

\$.00 per month / \$.00 per year

24. Subscriber authorizes NME Surveillance LLC to charge my credit card now for the amount I have agreed to above, and authorize NME Surveillance LLC to charge my credit card for services and charges that may occur during the term of this AGREEMENT.

CREDIT CARD AUTHORIZATION FORM

I hereby authorize NME Surveillance LLC to charge my credit card for:

- Start-up fees;
- Alarm Monitoring Service(s)
- Alarm Installation and Equipment;
- Service Call Charges and Alarm Components;
- Programming Changes;
- Requested reports;
- Recovery Charges of Proprietary Account Data Belonging NME Surveillance LLC;

Visa MasterCard American Express (add 3%)

Cardholder: _____

Credit Card billing address: _____

(code back of card)

Card Number: _____ 3 or 4 digit code

Expiration date: _____

Email address for electronic receipt: _____

Authorized Signature: _____

NOTE: IT IS YOUR RESPONSIBILITY TO INFORM NME Surveillance LLC OF ANY UPDATES OR CHANGES WITH THE ABOVE LISTED CREDIT CARD.

Failure of your credit card company to accept your credit card and/or the charges billed by NME Surveillance LLC will result in the IMMEDIATE SUSPENSION of ALL SERVICES provided by NME Surveillance LLC.

Services WILL NOT be restored until said debt has been satisfied and a SUSPENSION/REINSTATEMENT CHARGE of \$ 50.00 has been paid.

_____Initials

Customer signature: _____ Date: _____

Print name: _____

(For use by NME Surveillance LLC only below this point)

Approved by: _____ Date: _____

Time: _____

_____Initials