



PARAGON MONITORING CENTER

217 MAIN STREET SE, ALBANY, OREGON 97321
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www.wemonitor.org

"Our business is monitoring your business"

Est. 1984

PARAGON MONITORING CENTER ALARM MONITORING AGREEMENT

This agreement is made and entered into this _____ day of _____, 200____, between PARAGON MONITORING CENTER, hereinafter referred to as "PARAGON", a corporation organized and existing under the laws of the State of Oregon, with offices at 217 Main Street SE, Albany, Oregon 97321, and _____, hereinafter referred to as the "Dealer" located at _____.

1. PARAGON and the Dealer enter into an Agreement in which PARAGON will provide monitoring services for the Dealer.
2. Such monitoring services shall consist of providing alarm monitoring on a continuing twenty-four (24) hour basis seven (7) days a week. The monitoring service shall be via direct connection, telephone lines or cellular services.
3. The Dealer agrees that PARAGON shall be responsible for alarm monitoring service only, and that a predetermined series of actions shall be taken by PARAGON upon receipt of an alarm at the central monitoring station. PARAGON shall be deemed to have complied fully with its responsibilities and obligations under this contract if each necessary action or step in the predetermined procedures is promptly and accurately performed by employees or agents of PARAGON.
4. PARAGON'S operating instructions shall be provided to PARAGON by the Dealer and shall follow a format established by PARAGON. The Dealer may amend the predetermined procedures through written notice to PARAGON. Written instructions for formal initiation of monitoring and changes in predetermined procedures must be made (10) days prior to its effective date. PARAGON recognizes that monitoring of asset protection may require that services be initiated prior to the receipt of written notices. To that purpose PARAGON will accept verbal instructions to initiate services or a change in service. It is understood that PARAGON assumes and bears no responsibility for its actions, or lack thereof, in the processing of alarms from accounts for which proper written instructions and complete and accurate information has not been provided by the Dealer.
5. The Dealer agrees to use the alarm monitoring service for an uninterrupted period of one year, and the Dealer further agrees that alarm monitoring service shall automatically be continued from month to month unless canceled by either party in writing at least thirty (30) days prior to the expiration of any such period.
6. **The Dealer agrees to furnish, supplement and update PARAGON with a complete, current and accurate listing of account information, including but not limited to; location address, communication format, coding, zone descriptions, contact list of names and numbers, titles, assigned pass codes, correct emergency response names and phone numbers and telephone numbers of all persons authorized by the Dealer to respond to each and every alarm monitored by PARAGON. Upon the occurrence of any change in said list, the Dealer shall immediately notify PARAGON. PARAGON shall be entitled to rely in full upon the most recently supplemented list and shall be deemed to have fully discharged any duty of notification to the Dealer under the term of the Agreement by contacting any person identified on such list.**
7. The Dealer and PARAGON hereto agree and understand that alarm signals are transmitted over Telephone Company or other cable lines, or by cellular services, and the maintenance and performance of such lines or cellular systems are totally beyond the control of PARAGON. Under no circumstances shall PARAGON be responsible or liable for any failure of performance or malfunction due to lines under the control of telephone companies or other utilities, including cable companies, or due to malfunctioning cellular systems.
8. The Dealer agrees that other persons using, or having a legal interest in the premises as regards to the monitoring services provided by PARAGON under this agreement, shall have no greater rights against PARAGON than the Dealer has and should be limited to recovery of the liquidated damages set forth in Paragraph nine (9). The Dealer further agrees to indemnify and hold harmless PARAGON, or any other division of MARTINVEST, INC. for any such claims against PARAGON from customers of the Dealer.
9. **The Dealer specifically understands and agrees that PARAGON is not an insurer, either of the alarm system or of the alarm monitoring services, and is not responsible for any loss or damage which the Dealer may incur as a result of a malfunction of the alarm system or failure to report an alarm. It is understood that the Dealer shall obtain any desired insurance coverage for such risks. The services provided to the Dealer by PARAGON hereunder are solely for the Dealers convenience, and charges are based solely upon the cost to PARAGON for providing the services hereunder and do not take into account any assumption by PARAGON of any responsibility. Fees and charges imposed hereunder are not sufficient to warrant the assumption of any risk of consequential or other damages to the Dealer incurred by PARAGON'S negligence or failure to perform, or due to any malfunction of equipment, line, connecting circuit, or because of the failure of any alarm to be received at Paragon, or**

because of any delay in or failure to dispatch public authorities, fire, police personnel, or other agencies to investigate an alarm. The Dealer, therefore, agrees that PARAGON shall not be liable for any loss or damage due directly or indirectly to any occurrence which the service rendered hereunder is designed to detect. Since it is impractical and extremely difficult to fix actual damages which may arise due to the faulty operation of the system or failure of the devices notwithstanding the above provisions, should there arise any liability on the part of PARAGON, such liability shall be limited to two hundred fifty dollars (\$250), as liquidated damages and not as a penalty, and this liability shall be exclusive.

10. The Dealer acknowledges that the provisions of this Agreement, and particularly those paragraphs relating to disclaimer of warranties, liquidated damages, and third-party indemnification, inure to the benefit of PARAGON and are applicable to any subcontractor engaged by PARAGON, and bind the Dealer to said subcontractors with the same force and effect as they bind the Dealer to PARAGON.

11. Connecting communication lines, cable, telephone lines, radio systems, cellular systems, or equipment and instruments used by PARAGON in the performance of its services may be destroyed or substantially damaged by fire or other catastrophes. PARAGON may be unable to secure or retain connections or privileges necessary for the transmission of signals between the alarm location and PARAGON, or between PARAGON and police or fire dispatch centers having jurisdiction over the alarms. Should the above conditions, or strike, flood, riot, fire, explosion, war, conflict, or other causes beyond the reasonable control of PARAGON hinder or prevent the performance by PARAGON of its services, this agreement shall be deemed suspended so long as, and to the extent that, such conditions or causes exist. When such conditions arise, PARAGON shall, as soon as is reasonably practical, notify the Dealer of the nature and extent thereof and the approximate duration foreseen. Upon such notification, either party shall have the following options: (a) to proceed under this Agreement; or (b) to terminate this Agreement, in which event the Dealer shall pay to PARAGON all fees and charges imposed upon the Dealer under this Agreement to the date of the occurrence of the condition, and upon such payment, the contractual relationship between the parties shall cease. All other provisions of this contract will remain in full force.

12. The basic monthly charge payable to Paragon for alarm monitoring service is \$_____ per basic unit. Additional units and /or service requirements are charged as outlined on PARAGONS rate sheet. The Dealer agrees that the monthly rate is to be paid in advance, and that all billings submitted to it shall be due and payable when rendered. It is expressly understood and agreed that PARAGON will not commence the provisional alarm monitoring service for the Dealers alarm subscribers, until the Dealer executes this agreement, including all paragraphs within, and it is returned to PARAGON with payment covering PARAGONS new account setup fee for each subscriber account entered. Billing totals will be tallied on the 27th of each month and the Dealer will be charged for the total number of subscribers currently on line, or being monitored, as of the 27th of each month.

13. The Dealer agrees to pay all collection agency fees and commissions, and/or the costs of any action instituted, as well as any attorney fees made necessary in the collection of any monies due PARAGON for the provision of the alarm monitoring service.

14. If the Dealers account is not paid by the 10th day of the month, it will be considered delinquent, and subject to a 3% bookkeeping/rebilling fee.

15. PARAGON reserves the right to terminate service on delinquent accounts at any time and to adjust the basic monthly charge with (30) days notice.

16. The terms and conditions stated herein constitute the final, complete Agreement between the Dealer and PARAGON. This Agreement may not be modified in any respect except by a subsequent writing executed by the Dealer and an officer of PARAGON.

17. This Agreement may not be assigned without the express prior written consent of PARAGON. PARAGON will not unreasonably withhold its consent.

18. This Agreement shall be interpreted and construed in accordance with the laws of the State of Oregon. The proper forum for any dispute is the State Court located in the Linn County Courthouse.

19. If any legal action or other proceeding is brought for the enforcement of this Agreement, or the collection of any sums due hereunder, the prevailing party shall be entitled to recover reasonable attorney fees and costs incurred in such action or proceeding, or on any appeal there from.

20. Notices, other than fee adjustments, shall be deemed given when deposited, postage prepaid, in the United States Mail, certified return receipt requested, addressed to the parties at the address at the head of this Agreement or an alternative address provided in writing by the Dealer or by PARAGON.

21. The provisions of Paragraph 8., 9, and 10 will survive any termination or expiration of the Agreement.

22. If any provision in this Agreement is held to be invalid or unenforceable, that provision will be enforced to the maximum possible extent, and all other provisions will remain valid and enforceable

Authorized PARAGON Representative

Date

Authorized Dealer Representative

Date

Title

Title