### Sales and Service Agreement - <COMPANY NAME>

**1. SERVICES:** <COMPANY NAME> shall install, service, and warranty the system(s) as designed by <COMPANY NAME> and approved by Customer, in accordance with <COMPANY NAME>'s Proposal (attached).

**2. INSTALLATION CHARGES:** The Customer agrees to pay <COMPANY NAME>, its agents or assigns, the installation charge and, if applicable, the maintenance, and/or lease charge as listed in the Proposal, subject to the terms and conditions as listed in the Proposal and Sales and Service Agreement.

**3. INSTALLATION, MAINTENANCE, SERVICE:** Customer hereby authorizes and empowers <COMPANY NAME> to perform or cause to be performed the work necessary to fulfill the terms of this Agreement, including but not limited to installation, maintenance, inspection, testing, and repair of the systems on its premises. Such work shall be performed in a workmanlike manner in accordance with <COMPANY NAME>'s standard practices and shall be completed in accordance with a mutually agreed upon schedule, unless stated otherwise in the Proposal. The obligation of <COMPANY NAME> to provide service related to the maintenance of the system pertains solely to the items specified in the Bill of Materials as listed in the Proposal. <COMPANY NAME> is not obligated to maintain, repair, service, replace, operate or assure the operation of any device, system, or property belonging to Customer or to any third party to which such specified systems or components are attached, unless specifically agreed upon in the Proposal. In order to protect Customer from losses resulting from, damage to, or destruction of <COMPANY NAME> systems, Customer shall include such systems in the coverage provided in its liability and fire insurance policies. <COMPANY NAME> will provide service availability in accordance with the coverage requirements listed in the Proposal and defined under "coverage type" while the equipment is located on the premises upon which it was installed. The service to be provided is intended to keep the equipment in, or restore the equipment to, good working order. Unscheduled, on-call remedial maintenance, is also to be provided by <COMPANY NAME> under this Agreement as necessary. Service provided by <COMPANY NAME> under this Agreement does not assure against, nor does <COMPANY NAME> assume any liability for, interruptions in operation of the equipment covered by this Agreement. When covered by our Full Service Agreement, the service also includes preventative maintenance based upon the specific needs of the individual equipment as determined by <COMPANY NAME>.

**4. ACCESS:** <COMPANY NAME>'s technicians shall have full and free access upon their arrival to the equipment covered under this Agreement to provide service thereon.

**5. OWNERSHIP:** For existing installations, the Customer represents that it is the owner of the equipment to be serviced under this Agreement, or, if not the owner, has authority from the owner to include such equipment under this Agreement.

**6. OPERATION:** Customer represents and agrees to properly test and set the system on every closing and to properly turn off the system on each opening (if applicable); to test any detection device, or other electronic equipment designated in the Proposal prior to setting the system for closed periods and to notify <COMPANY NAME> promptly if such equipment fails to respond to the test; to use the equipment properly and follow proper operating procedures (if customer requires <COMPANY NAME> service); if <COMPANY NAME> representatives are sent to Customer's premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions or failing to close or properly secure a protected point, to pay an additional service charge at the prevailing rate per occurrence; and that all walls, doors, skylight, windows or other elements of the premises as now constructed or to be constructed are or will be placed and maintained in such condition, at Customer's expense, as to permit proper installation and operation of the system(s).

**7. DELAYS - INTERRUPTION OF SERVICE:** <COMPANY NAME> shall not be liable for any delays, however caused, or for interruptions of service caused by strikes, riots, floods, acts of God, loss of communication and or other signal transmission lines, or by any event beyond the control of <COMPANY NAME>. <COMPANY NAME> will not be required to furnish service to Customer while such interruption shall continue.

**8. EQUIPMENT COVERED:** Refer to attached Proposal or Rider "A," as applicable.

<<Note: Include a Rider "A" if there is no proposal. The rider should include a generic list of the equipment to be covered. To simplify the process, state "all equipment supplied and installed by <COMPANY NAME>." This makes it easier, since in large older installations, it's very difficult to reconstruct a detailed inventory>>

**9. EXCLUSIONS:** Services to be provided by <COMPANY NAME> pursuant to this Agreement do not include:

a) Repair of damage or increase in service time caused by failure to continually provide a suitable operating environment with all facilities as prescribed by <COMPANY NAME> and/or the equipment manufacturer, including, but not limited to, the failure to provide, or the failure of, adequate and regulated electrical power, air conditioning or humidity control; or such special requirements as contained in Rider "A" or the Proposal hereto.

b) Repair of damage or increase in service time caused by use of the equipment for other than the ordinary use for which the equipment was designed or purpose for which it was intended.

c) Repair of damage, replacement parts (due to other than normal wear) or repetitive service calls caused by the use of unauthorized supplies or equipment.

d) Repair of damage or increase in service time caused by: accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; transportation, neglect or misuse, alterations, which shall include, but not be limited to, any deviation from <COMPANY NAME>'s physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnecting to non-<COMPANY NAME> equipment and devices not supplied by <COMPANY NAME>.

Electrical work external to the equipment or accessories furnished by <COMPANY NAME>.

**10. ADDITIONAL CHARGES:** Unless otherwise specified in the Proposal, service charges for the system are based upon coverage as specified in the "hours of operation." Service performed outside this window, or as a result of the failure of the Customer to adhere to the requirements as specified by either the manufacturer or outside the scope of the Agreement, shall be chargeable at <COMPANY NAME>'s prevailing rates. Customer shall not tamper with, adjust, alter, move, remove, or otherwise interfere with equipment without <COMPANY NAME>'s specific permission, nor permit the same by other Contractors. Any work performed by <COMPANY NAME> to correct Customer's breach of the foregoing obligation shall be corrected and paid for by Customer at <COMPANY NAME>'s prevailing rates. Remedial maintenance due to Acts of God or events beyond the control of <COMPANY NAME> shall be corrected by <COMPANY NAME> and paid for by Customer in accordance with <COMPANY NAME>'s prevailing rates.

<COMPANY NAME> shall have the right to increase or decrease the periodic service charge provided above at any time or times after the expiration of one year from the date service is operative under this Agreement, upon giving Customer written notice thirty (30) days in advance of the effective date of such increase or decrease.

**11. LIQUIDATED DAMAGES:** <COMPANY NAME>'s LIMITS OF LIABILITY: It is understood that <COMPANY NAME> is not an insurer; that insurance for whatever reason or purpose and in whatever amount shall be obtained by Customer, if any is desired; that the sums payable hereunder to <COMPANY NAME> by Customer are based upon the value of services offered and the scope of liability undertaken and such sums are not related to the value of property belonging to Customer or to others located on Customer's premises. Customer does not seek indemnity by this Agreement from <COMPANY NAME> and specifically waives any rights for indemnity for any damages or losses caused by hazards to Customers, Invitees, Guests, or property. <COMPANY NAME> MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEMS IT INSTALLS OR THE SERVICES IT FURNISHES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEMS AND SERVICES ARE DESIGNED TO DETECT. Customer agrees that <COMPANY NAME> shall not be liable for any of Customer's losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or non-performance of obligations imposed by this agreement or by negligent acts or omissions of <COMPANY NAME>, its agents or employees.

The Customer does hereby waive and release any rights of recovery against <COMPANY NAME> that it may have hereunder. It is agreed that it is impractical and impossible to fix actual damages which may arise from situations where there may be a failure of services provided, due to the uncertain value of Customer's property or the property of others kept on the protected premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system is designed to detect or avert. Due to the inability of <COMPANY NAME> to establish a causal connection between systems or service problems and Customer's possible loss, it is further agreed that if <COMPANY NAME> should become liable for any losses or damages attributable to a failure of systems or services in any respect, its total liability to Customer shall be limited to $250.00, which the Customer agrees is reasonable. The payment of this amount shall be <COMPANY NAME>'s sole and exclusive liability regardless of the amount of loss or damage incurred by the Customer. No suit or action shall be brought against <COMPANY NAME> more than one (1) year after the accrual of the cause of action therefore.

Since it is agreed that the Customer retains the sole responsibility of the life and safety of all persons in the protected premises, and for protecting against losses to his own property or the property of others in the protected premises, Customer agrees to indemnify, defend and hold harmless <COMPANY NAME> from any and all such claims and lawsuits including the payment of all damages, expenses, costs, and attorney fees incurred by <COMPANY NAME>, its employees and agents, from and against all claims, lawsuits and losses, by persons not a party to this Agreement, against <COMPANY NAME> for failure of its equipment or services in any respect, alleged to be caused by the improper operation of the system, whether due to malfunctioning or non-functioning of the system, or by the negligence, active or passive, of <COMPANY NAME>.

**12. RENEWAL:** The Service Agreement portion of these conditions is self-renewing for the term provided herein and at the prices in effect as of the date of renewal unless modified or canceled by either party in writing not less than thirty (30) days prior to the expiration date of this Agreement.

**13. TERMINATION/PAYMENT:** <COMPANY NAME> has the option to terminate this agreement for cause should any payment due from Customer to <COMPANY NAME> remain overdue for a period of more than thirty (30) days. Should <COMPANY NAME> elect to exercise such cancellation option, said exercise shall be in writing, sent by certified mail, return receipt requested, and such cancellation shall be effective upon receipt.

**14. SUCCESSORS:** The Agreement is not assignable by Customer except upon the written consent of <COMPANY NAME>, which consent will not unreasonably be withheld.

**15. ENTIRE AGREEMENT:** This Agreement is to govern the providing of services by <COMPANY NAME> to Customer as described herein. Nothing in this Agreement is to be construed as creating a lease or a leasehold agreement between the parties. This Agreement is not binding unless approved in writing by an authorized representative of <COMPANY NAME>. If approval is not obtained, the only liability of <COMPANY NAME> shall be to return to Customer the amount, if any, paid to <COMPANY NAME> upon the signing of the Agreement by its Sales Representative. This writing, together with any individually signed acceptance of Proposals, rider, other attachments pertaining to this Agreement is intended by the parties as the final expression of their agreement with respect to the subject matter contained herein and also as the complete and exclusive statement of the terms and such Agreement, notwithstanding any prior, contemporaneous or subsequent purchase order or other document relating to said subject matter. There is no course of dealing or usage of the trade what would supplement or conflict with its terms. This Agreement may only be amended in writing signed by both parties.

**16. JURISDICTION:** This Agreement will be governed by the laws of the State of <STATE>.