



2701 Gateway Drive
 Pompano Beach, FL 33069
 (954) 772-1700 / (954) 772.0500 fax
 State Licensed EF # 0001026
 UL Certified (S-7192-1) & FM Certified (3043261)

MONITORING AGREEMENT

F Code: F19

Date: March 24, 2017

Property Name: Legacy Park Recreational
 Contact Person: Michael Festa
 Address: 11400 NW 82nd St

Billing Name:
 Attn:
 Address:

City: Doral
 State: FL Zip: 33178

City:
 State: Zip:

Phone Number:
 Fax Number:
 Email:

PhoneNumber:
 Fax Number:
 Email:

	FIRE ALARM SYSTEM:		
<input type="checkbox"/>	Standard Monitoring	<input checked="" type="checkbox"/>	Security System Monitoring
<input type="checkbox"/>	UL / FM Monitoring ¹	<input type="checkbox"/>	Elevator Phone Monitoring
<input checked="" type="checkbox"/>	Radio Dialer ²	<input checked="" type="checkbox"/>	Dialer Addendum Attached

EMERGENCY CONTACTS	PHONE (DAY)	PHONE (NIGHT)
1.		
2.		
3.		

TERMS OF AGREEMENT

The Property named (SUBSCRIBER) hereby agrees to pay Advanced Fire & Security, Inc. (SERVICE PROVIDER), its agents or assigns the sum of \$0.00 upon completion of installation of Dialer (if applicable), and the sum of \$45.00 per month, plus applicable Sales Tax, payable in advance each quarter for a period of five year(s) from the date of first received signal.

Late fees (1.5%) per month may be assessed on all past due invoices. Invoices are past due if monies are not received within 60 days from date of invoice.

¹ UL / FM Monitoring is a Code Requirement of NFPA 72 for Certificated systems. Properties that have UL or FM Monitoring are also required to have an Agreement in place that includes Runner Service.

² When a Radio Dialer is installed, the property is not required to have phone lines for the monitoring of their Fire Alarm System.

SUBSCRIBER agrees that the SERVICE PROVIDER'S sole and only obligation under this Agreement shall be to monitor signals (via a UL Listed Central Station) received by means of the protective system and to respond thereto in accordance with the requirements NFPA 72.

The SERVICE PROVIDER'S Central Station (Agent), upon receipt of a signal from the SUBSCRIBER'S premises shall make every reasonable effort to transmit notification of the alarm promptly to the police, fire or other authorities and/or the person or persons whose name and telephone numbers are set forth in Emergency Contact Information (Page 1). Emergency Contact Information may be changed via written notification by the SUBSCRIBER from time to time. SERVICE PROVIDER and its Agent represent and warrant that its employees or agents have the requisite skills and qualifications to perform the services hereunder.

The agreement shall be 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 certified mail, return receipt requested) in advance of sixty days (60) of the expiration date. The SERVICE PROVIDER shall give written notice to the SUBSCRIBER in advance of sixty days (60) prior to renewal for any increase in charges or fees. In the case of early termination, the SERVICE PROVIDER shall have the right to collect the remaining balance of the Agreement to the end of the term. Any notice shall be sufficient if delivered to the email address or physical address of the party given in this agreement. The SERVICE PROVIDER makes known that upon the termination of this agreement the local Fire Marshall will be notified immediately (as required by Law) that service has been discontinued if the system being monitored is a Fire Alarm system. In the case of early termination, the SERVICE PROVIDER shall have the right to collect any pro-rated UL/FM processing fees, if applicable.

All charges set forth herein are based upon existing federal, state and local taxes and utility charges. The SERVICE PROVIDER shall have the right, at any time, to increase the monthly charge provided herein, to reflect any additional taxes, fees, or charges which may hereafter be imposed by any utility of governmental agency relating to the installation or service provided under the terms of this agreement, with sixty (60) days written notice to the SUBSCRIBER. Any notices sent pursuant to this agreement shall be sent by overnight courier or certified mail, return receipt requested, to Advanced Fire & Security, Inc. at PO Box 668370, Pompano Beach, FL 33066, or to the "SUBSCRIBER at the email address or physical address shown on the previous page of this Agreement. The SUBSCRIBER grants the SERVICE PROVIDER the right to enter the above stated address to make any and all needed inspections and repairs in which to fulfill the stated agreement. In understanding that each jurisdiction can have its own ordinances and interpretations regarding fire alarm and security systems, the SUBSCRIBER shall be responsible for compliance with local and state fire alarm and security alarm code requirements. Any required Permit Fees shall be the SUBSCRIBER'S responsibility.

It is understood and agreed by the parties hereto that the SERVICE PROVIDER (and its agents) are not an insurer and SUBSCRIBER is solely responsible for obtaining and maintaining insurance coverage for personal injury, property damage and other coverages on the SUBSCRIBERS Premises. SERVICE PROVIDER is being engaged solely for the monitoring of a system designed to reduce certain risks of loss will occur, SERVICE PROVIDER is not assuming responsibility for any losses which may occur except those arising from the SERVICE PROVIDER'S negligent performance or failure of performance under this Agreement. SERVICE PROVIDER DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE PROTECTION FOR WHICH IT IS INTENDED. This agreement may not be amended except where signed and approved by an Officer of Advanced Fire & Security, Inc.

This agreement is governed by the laws of the State of Florida. Venue for any legal action pertaining to this agreement shall be held in the County in which the property is located. The parties intentionally waive the right to a jury trial in any litigation arising under this Agreement; the prevailing party shall recover attorney fees and costs. Should there arise any liability on the part of the SERVICE PROVIDER, such liability shall be limited to an amount not to exceed the annual value of the Agreement. In the event that the SUBSCRIBER wishes the SERVICE PROVIDER to assume greater liability, SUBSCRIBER may, as a matter of right, obtain from the SERVICE PROVIDER higher limits by paying an additional amount proportional to the increase in damages, but such additional obligation shall in no way be interpreted to hold the SERVICE PROVIDER as insurer. This agreement becomes effective when signed and applicable terms are met.

Advanced Fire & Security, Inc.

Jeffrey Clahane
Print Name

5/2/17
Date

Authorized Subscriber Signature

EDWARD A. RGAS
Print Name

5.8.17
Date

DAE