



Northern Communications

www.northern911.com

Address
230 Alder Street
Sudbury, ON
P3C 4J2

Administration
Tel: (705) 673-6888
Fax: (705) 669-2773
Toll Free: (800) 461-3317

Monitoring
Tel: (705) 673-8181
Toll Free: (800) 465-4166
Fax: (705) 674-7879
Toll Free Fax: (800) 293-4893

MONITORING CONTRACT

Billing Name/Address

Install/Monitored Name/Address

Home# _____ Work# _____ Module# _____ Salesman# _____

Existing Customer Of Northern Communications Services Inc.? Yes/No _____

Alarm Monitoring Invoicing Information:

Select Monitoring Type & Rate

Residential @\$ _____ per month
Commercial @\$ _____ per month
Miscellaneous @\$ _____ per month

DVAC Monitoring @ \$ _____ per month
Telco/Cellular @ \$ _____ per month
DVAC One Time Install Charge \$125.00 _____

Description of miscellaneous charges: _____

This contract is for a term of five (5) years.

Check Payment Cycle Monthly PAP or Credit Card _____ Quarterly _____ Annually _____

E-mail address for billing: _____

Pre-Authorized Payment Plan Bank# _____ Branch# _____ Account# _____

(Void cheque attached) YES _____ NO _____

Credit Card Type _____ Card# _____ Expiry _____ Name on card _____

NOTE: The first monitoring invoice will be prorated to cover the balance of the month of activation plus a full period as selected above. Monitoring is billed separately from the sale of equipment.

Secured Line Coverage

Your alarm system communicates to the central monitoring station by utilizing a digital dialer and your regular telephone line. The vast majority of alarms utilize this method of communication. If for any reason your telephone line is not functioning (Telephone company technical problems, a tree down on the line, somebody cuts the line...) then the alarm system will not be able to communicate to the station.

There is a simple and reliable technology available to secure your alarm communications with the station. It is a system that utilizes the data network of the cellular system. If you are in an area with cellular coverage and install this equipment, then anytime your alarm attempts to call the station and cannot get a dial tone over your regular line, it will automatically switch over to the cellular system and contact the station using that method.

I do "NOT" wish to have secured line coverage at this time. Customers Initials _____

Other Information:

Date: _____

Signature _____

Northern Communication Services Inc.

Printed _____
Customer

****POLICE WILL NOT BE DISPATCHED FOR FIRST SEVEN DAYS OF MONITORING** Customer Initials _____

WHITE - MONITORING

CANARY - CUSTOMER

PINK - SALESPERSON

SERVICES CONTRACTED & PROVIDED:

Northern Communication Services Inc. (The Company) agrees to arrange for The Alarm Customer an alarm monitoring service. The Company's sole and exclusive obligations hereunder are to monitor signals received by means of the alarm system and upon receipt of any such signals to make every reasonable effort to transmit by telephone, notification of the alarm promptly to police, fire, or other authority or such persons whose names and telephone numbers are set forth in the Monitoring Details provided in writing by The Alarm Customer (as same may be changed by The Alarm Customer and acknowledged by The Company from time to time), unless there is reasonable cause for The Company to assume that emergency conditions do not exist at the premises (including but not limited to storms, power outages). The initial term of this agreement is as described and agreed upon on the front page. The initial term commences on the date the services become operational. The Alarm Customer agrees that at the completion of the initial term, this contract shall automatically renew itself for the same term and conditions. The Alarm Customer may cancel the monitoring services for additional terms, by providing at least 30 days written notice prior to the commencement of any automatic contract renewal period. The Alarm Customer agrees to notify its insurers upon any termination of this agreement. The Alarm Customer acknowledges that upon termination, The Company shall have the right to create an order to enter the premises upon reasonable notice to The Alarm Customer to reprogram the automatic dialing device so as to prevent The Company's monitoring station from receiving any further alarm signals. This order may, at the Company's discretion, be billable to the Alarm Customer at the Company's then current rates.

LIMITATION OF LIABILITY:

The Customer agrees that The Company is not an insurer and that The Company is not assuming any risk of any damage, loss or injury that may result upon the failure of the alarm system to operate or from the failure of any monitoring of alarm signals to respond to same, in both events, for any reason whatsoever. The Customer also agrees that the system can fail for reasons beyond the control of The Company or response from the municipal authorities or designated contacts can be slow or ineffectual. As such this system is a deterrent and does not provide complete or unlimited protection or protection in lieu of insurance coverage. The Customer's payment to The Company is for equipment and for monitoring service only and not for protection or insurance. In the event of any loss or damage for any reason whatsoever The Customer's sources of reimbursement are his/her own resources or property and liability insurers. The failure of the system to function or for the recipient of any alarm signal to react properly, for any reason whatsoever (including The Company's or its agents' or Contractors' negligence or gross negligence or substantial or fundamental breach of this agreement), shall not give rise to any liability, for breach of contract, tort or otherwise on The Company's part except to return to The Customer payment of a reasonable value of its monitoring services not performed fixed at and limited to the return of not more than the annual monitoring service fee in the year in which any such loss occurs or in the case of any equipment failure to the return of the market value of such equipment at the time of loss which the parties agree constitutes a genuine pre-estimate of them of The Customer's potential damages and is therefore agreed by The Company and The Customer to be liquidated damages. THE COMPANY WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES, FOR ANY LOST PROFIT, ECONOMIC OR CONSEQUENTIAL DAMAGE OR FOR ANY CLAIM OR DEMAND AGAINST THE CUSTOMER BY ANY OTHER PERSON. THE CUSTOMER ACKNOWLEDGES THAT AT THE TIME OF MAKING OF THIS AGREEMENT OR PRIOR THERETO, THE COMPANY HAS NOT BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OCCURRING.

Without limiting the generality of the foregoing in no circumstances shall The Company be responsible for any loss, damage, costs or expense suffered by The Customer or any person claiming through him on account of nor does any warranty given by The Company cover any of the following: (a) any error or omission in doing any act or providing any goods or services required to be done or provided by The Customer; (b) damage to the equipment or any part of it, by reason of any action or omission of The Customer or his/her employees, servants, agents or contractors or by reason of any environmental condition including but not limited to fire, water, wind, lightning or any other elements, any other act of God, fire, explosion, misuse, tampering, vandalism, water, steam or any other peril for which The Customer has insurance or which is usually insured by owners or premises similar to those of The Customer or any other cause beyond the control of The Company; (c) any false alarm assessment, tax, fee or other charge that has or may be imposed or authorized by any government body relating to the installation or service provided under this agreement or any refusal to respond, cancellation, or suspension by any police, fire, ambulance or other law enforcement agency; (d) power failure, power surges, or variance or failure of telephone transmission lines or equipment; (e) tampering or attempted service to any part of the equipment, addition of equipment or other alarm monitoring systems by any person not authorized in writing by The Company; (f) misuses or malfunctions of parts of the equipment not serviced by The Company; (g) failure of The Customer to properly arm the alarm system or any part thereof, or to properly close doors, windows or other protected points or to test and replace batteries as required; (h) changes to the premises as a result of renovation, construction, decoration or other alteration, storage of goods or lack of maintenance which may affect the performance of the alarm system or any part thereof; (i) any delay in obtaining replacement parts from any manufacturer or supplier thereof; (j) any delay in providing any goods or services for any reason beyond the control of The Company and; (k) charges for service calls prompted as a result of any of the foregoing.

SIGNALS:

Clients with passive alarms may generate up to 4 signals per month. Clients with signal logging may generate up to 75 signals per month. Excessive signals from the Client's alarm may result in additional charges on a per signal basis.

SECURITY INTEREST:

It is understood and agreed that until payment in full has been made of the total installation price, the entire system shall remain the sole property of The Company and in addition to other rights that it might have, The Company shall have the right of access to the premises for the purposes of removing said system, notwithstanding that it may be attached to a building, and The Company shall not be responsible for any consequences from such removal. The Customer hereby grants to The Company a security interest under the Personal Property Security Act in the equipment installed until payment in full.

BINDING EFFECT OF DOCUMENT:

This document when signed by The Customer and accepted by The Company's representative shall constitute a binding contract of purchase and sale of the equipment and the services described.

SUSPENSION OR CANCELLATION OF MONITORING SERVICES:

If The Company's alarm monitoring station is destroyed or damaged or ceases operation for any cause or if, due to The Customer's acts or omissions, (including failure to follow The Company's recommendations for use and testing, repairs or replacement of the system or any part thereof) it is impracticable in The Company's sole opinion to continue service then The Company may cancel monitoring service without notice and it shall not be liable for any damages as a result of terminating such services except for a refund of any fees paid for any period after the date of cancellation.

SUSPENSION OR CANCELLATION BY POLICE AGENCIES:

If local police, fire or ambulance authorities refuse to respond to calls pertaining to The Customer or any location serviced by The Company or suspends response for any reason including but not limited to excessive numbers of false alarms, regardless of source, this agreement shall not be terminated or suspended but The Company shall continue to provide monitoring services and shall, in response to alarm signals, notify The Customer's private security service or other person designated, if any. The Company shall bear no liability for false alarm fines regardless of cause.

SUSPENSION OR CANCELLATION FOR NON PAYMENT:

The Company may forthwith suspend or cancel monitoring service without notice if any payment is overdue or any cheque not honoured, in addition to any other right or remedy it may have.

COLLECTION COSTS:

Should the Alarm Customer default on this agreement or not pay for services, The Company reserves the right to send the account to a third party for collection. It is understood and agreed that The Company may do so for the entire amount remaining on the contract plus any collection costs it will incur in the process.

ASSIGNABILITY OF AGREEMENT:

Neither this agreement nor The Company's monitoring service are transferable without The Company's written consent to same. The Company shall have the right to assign this agreement at any time without consent of The Customer. In such event, The Customer shall deal with, look for the performance of this agreement to and have remedies for breach of this agreement against the assignee only and The Company shall, upon such assignment, be released from any obligation to The Customer hereunder.

ENTIRE AGREEMENT:

This agreement constitutes the entire agreement between the parties and no changes can be made, save in writing and signed by both parties. The parties agree that there are no other conditions agreed to, representations made or warranties given in connection with the making of this agreement or pertaining to the goods or services provided by The Company hereunder, expressed or implied. NO PERSON OTHER THAN A DULY AUTHORIZED SIGNING OFFICER OF THE COMPANY AND IN PARTICULAR NO SALES REPRESENTATIVE OR CONSULTANT HAS ANY AUTHORITY TO AMEND, WAIVE, SUSPEND OR IN ANY WAY ALTER ANY OF THE PRINTED TERMS OR CONDITIONS HEREIN CONTAINED OR TO MAKE ANY PROMISE, REPRESENTATION, CONDITIONS OR WARRANTY NOT PROVIDED HEREIN. THE TERMS AND CONDITIONS HEREIN PRINTED SHALL PREVAIL OVER ANY INCONSISTENT OR ADDITIONAL TERMS OR CONDITIONS IN ANY PURCHASE ORDER OR OTHER LETTER OR DOCUMENT SUBMITTED BY THE CUSTOMER HEREWITH.