



www.avss.net

Audio Video Security Systems Inc
5112 77th Place NE Suite 200
Marysville WA 98270
Phone 425-953-4344 fax 425-740-0127

COMBINED SYSTEM PURCHASE, AND MONITORING SERVICES AGREEMENT

CUSTOMER NAME _____ DATE _____
BILLING ADDRESS _____
CITY _____ STATE _____ ZIP _____
EMAIL ADDRESS _____
INSTALLATION ADDRESS _____
CITY _____ STATE _____ ZIP _____
SITE PHONE NO. _____
SECOND PHONE NUMBER _____

1. SYSTEM PURCHASE, INSTALLATION, AND MONITORING CHARGES: CUSTOMER hereby purchases from AUDIO VIDEO SECURITY SYSTEMS INC (AVSS) the System described below, agrees to have AVSS provide central station monitoring of the system as set forth below, and to pay installation monitoring and other charges as follows:

(a) Installation/Programming Charge. CUSTOMER agrees upon installation and/or programming of the System to pay a charge of \$ _____ Invoice # _____

b) **Monthly Monitoring** CUSTOMER agrees to pay in advance a monitoring payment of no more than \$ _____ (set by AVSS) per month for period of _____ years (not to exceed 5), with the month commencing the first day of the month following the date of installation of the system, unless installation is made on the first day of a month. The first monthly payment shall be due and payable at the time of installation. Thereafter, payment shall be due and payable on the 28th day of each succeeding month. If installation is on a date that is not the first day of month, the monthly payment shall be pro-rated to the first day of the following month, and that pro-rated amount shall be billed separately to CUSTOMER, with payment to be received by AUDIO VIDEO SECURITY SYSTEMS INC (AVSS) within ten days of mailing the billing.

(c) In addition to the charges identified above, at its sole expense, CUSTOMER shall (1) provide a uninterrupted 110v electrical outlet for the operation of the System, (2) pay all related permit fees and costs, (3) pay all applicable taxes, (4) pay all false alarm fees, alarm permit, or penalties.

2. DESCRIPTION OF SYSTEM: SEE AVSS INVOICE # _____

3. LIQUIDATED DAMAGES: IT IS AGREED BETWEEN CUSTOMER AND AUDIO VIDEO SECURITY SYSTEMS INC (AVSS) THAT AUDIO VIDEO SECURITY SYSTEMS INC (AVSS) IS NOT AN INSURER AND THE SYSTEM AND SERVICES ARE NOT INTENDED AS A SUBSTITUTE FOR ADEQUATE INSURANCE. CUSTOMER UNDERSTANDS AND AGREES THAT THE SYSTEM AND THE SERVICES (AND THE TRANSMITTER, IF APPLICABLE) ARE INTENDED ONLY TO PROVIDE WARNING IN CASE OF FIRE, IN OR ABOUT, OR ENTRY INTO THE PREMISES AND NOT TO PREVENT THE SAME AND THAT UNDER NO CIRCUMSTANCES SHALL AUDIO VIDEO SECURITY SYSTEMS INC (AVSS) BE LIABLE FOR ANY LOSSES, EXCEPT AS PROVIDED HEREIN, and because it is impractical and extremely difficult to fix the actual damages in such event, AVSS's liability hereunder shall be limited to the sum of **\$50.00** as liquidated damages, and not as a penalty. AUDIO VIDEO SECURITY SYSTEMS INC (AVSS) SHALL NOT BE LIABLE FOR ANY OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR OTHER ECONOMIC LOSS OR PERSONAL INJURY OR DEATH IN CONNECTION WITH OR ARISING OUT OF THE EXISTENCE, FURNISHING, FUNCTIONING OR USE OF THE SYSTEM OR SERVICES OF AUDIO VIDEO SECURITY SYSTEMS INC (AVSS). CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE AUDIO VIDEO SECURITY SYSTEMS INC (AVSS) HARMLESS WITH RESPECT TO ANY INJURY, DAMAGE OR CLAIM TO PERSONS OR PROPERTY, THAT MAY ARISE OUT OF OR RELATE TO THE OPERATION OR MAINTENANCE OF THE SYSTEM OR LACK OR FAILURE THEREOF, OR AUDIO VIDEO SECURITY SYSTEMS INC (AVSS) SERVICES. **CUSTOMER HAS READ AND UNDERSTANDS THIS PARAGRAPH AND AGREES TO ITS TERMS.**

(Customers Initials) _____

Initial Here

4. AUTOMATIC RENEWAL/TERMINATION/OF MONITORING: upon expiration of this agreement at the end of its term identified in paragraph 1 above, this Agreement shall automatically renew for successive one month periods, CUSTOMER may terminate this agreement upon 30 days advance written notice to AUDIO VIDEO SECURITY SYSTEMS INC (AVSS) In the event of termination upon written notice by CUSTOMER. CUSTOMER also agrees to pay all monitoring through the end of the 30 day written notice period. Customer shall be liable for and pay any and all excise, sales, use or other taxes which may be imposed upon AUDIO VIDEO SECURITY SYSTEMS INC (AVSS) or CUSTOMER arising out of this Agreement or its termination.

5. DEFAULT, REMEDIES: Time is of the essence in connection with payments due under this Agreement. In the event the CUSTOMER is in default in the payment of any amounts due under this agreement, AUDIO VIDEO SECURITY SYSTEMS INC (AVSS) may terminate this agreement forthwith without notice to CUSTOMER and retake possession of the System not paid in full and/or the transmitter, wherever the same may be located, without any court order or further process of law; retain all amounts previously received from CUSTOMER; sue for and recover all unpaid amounts due hereunder; and pursue and exercise any other remedy available at law or in equity. All remedies are cumulative and may be exercised concurrently or separately. CUSTOMER agrees to pay AVSS all costs and expenses, including all reasonable attorneys' fees, incurred by AVSS in pursuing or exercising any of its rights or remedies at law or in equity. Interest on unpaid amounts shall be charged at the rate of 1 1/2% per month or the highest rate allowed by law, whichever is more. If the monitoring service is deactivated because of CUSTOMER'S failure to timely make payment, and if CUSTOMER desires to have the service reactivated, CUSTOMER agrees to pay in advance AVSS's prevailing reactivation charge.

6. FORCE MAJEURE: AVSS will not be liable for any damages caused by delay in furnishing or failure to furnish equipment or services due to fire, flood, strike, lockout, and dispute with workmen, inability to obtain material, war, act of God, or any other cause beyond AVSS's reasonable control.

7. GOVERNING LAW; VENUE: This Agreement shall be construed under and governed by the laws of Washington. The parties hereto submit to the jurisdiction of any federal or state court sitting in Everett, Snohomish County, Washington, in any action or proceeding arising out of or relating to this Agreement.

8. ASSIGNMENT: CUSTOMER shall not assign this Agreement or any part hereof without the prior written consent of AVSS. AVSS shall have the right to assign this Agreement to any other person, firm, or corporation without notice to CUSTOMER, and shall have the further right to subcontract services which it may perform.

I HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT

X _____
AVSS authorized person
By (print) _____
Title _____
Date _____

X _____
Signature
By (print) _____
Title _____
Date _____