



**Mahoney**  
Notify-Plus Inc.  
**Alarms**

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March 10, 2015

Saratoga Springs DPW  
5 Lake Avenue  
Saratoga Springs, NY 12866

Re: 24 Sewer Dept locations  
Ice Rink Sewer Level Monitoring

Effective **April 1, 2015** the **High Level Alarm Radio Transmitter** inspections at the 24 site locations will be conducted **ANNUALLY** with testing of the supervised circuitry.

The lease, maintenance, monitoring and annual inspection will be invoiced at a rate of **\$12,096.00 per year, billed monthly at \$1008.00**. This contract will cover the following devices:

- 24- AES 7050 Two Way Intelligent Radio Transmitters, enclosures  
And antennas
- 24- Power Supplies
- 24- Back up batteries

**Annual monitoring of the high level alarm for the Ice Rink location will be invoiced at at additional \$29.50 per month.**

Saratoga Springs Department of Public Works will provide experienced personnel to assist with the inspection.

Technical services which fall under the prevailing wage schedule will be invoiced at the prevailing wage rate of \$102.00 per man hour for services performed at the site between the hours of 8:00am – 4:30pm Monday thru Friday. After hours, holiday and weekend Prevailing Wage Rates will be invoiced at \$153.00 per man hour.

Travel and services not falling under the prevailing wage schedule will be invoiced on a portal to portal bases at the technical rate of \$82.50 for the first hour between the hours of 8:00am and 4:30pm Monday thru Friday and \$75.00 per man hour, portal to portal for each hour thereafter between the hours of 8:00am and 4:30pm Monday thru Friday. After hours, weekends and holiday technician service will be provided at a rate of \$123.75 per man-hour, portal to portal for the first hour and \$112.50 per man-hour portal/portal for each hour after.

TERMS AND CONDITIONS

The Alarm Company assumes no liability for interruption of service due to strikes, riots, floods, fires, interruptions in telephone service, acts of God, or any causes beyond the control of the Alarm Company, and the Alarm Company is not required to supply service to the Subscriber through such interruptions.

The Alarm Company will provide access to the premises to the Alarm Company. Its agents and employees for service and will obtain for the Alarm Company permission as may be required from the landlord or others to carry out this agreement. The Alarm Company will have the right to install transmitting and receiving equipment in the telephone or mechanical equipment room and on the roof or top of the Subscriber's building or structure. The Subscriber agrees to furnish any necessary continuous electrical current and outlets for the Alarm Company equipment. The Subscriber also agrees to allow surface wiring as needed.

The Alarm Company does agree, in accordance with the repair services chosen by the Subscriber or as checked, to repair the Alarm System during the term of this Agreement. The Subscriber agrees to carefully and properly test the Alarm System, including testing any ultrasonic, microwave, infrared, capacitance or other electronic equipment prior to each closed period and shall immediately report to the Alarm Company any problem with the System. The Alarm Company shall make any necessary repairs as soon after receipt of notice as is reasonably practical. The Subscriber shall be solely responsible for the maintenance of the sprinkler system. If any, including providing adequate heat to the building, so that the sprinkler system will at all times be in good working order. The Subscriber agrees that it will repair service to the Alarm System caused by improper use of the Alarm System, abuse, vandalism, lightning, or any other act of God or a billable regardless of the repair services chosen by the Subscriber as checked.

The Alarm Company, upon receipt of an alarm signal from the Subscriber's premises, shall make every reasonable effort to notify the police or fire department having jurisdiction, unless there is just cause to assume that an emergency condition does not exist and the Alarm Company shall make a reasonable effort to notify the Subscriber or his designated representative by telephone unless minor service is provided or the Alarm Company has constantly transmitting signals to the Central Station overburdening operators Subscriber authorized Alarm Company, at its discretion, to gain entry to the building with whatever means is required, and remedy the malfunction on behalf of the Subscriber. Furthermore, Subscriber agrees to pay the Alarm Company for the service call at the then Current rate, for such call.

The Subscriber hereby agrees that the Alarm Company shall have the right to modify the charges at anytime or times after the expiration of six (6) months from the date of this agreement upon giving the Subscriber written notice, a minimum of sixty (60) days in advance of the effective date of such change. If the Subscriber is unwilling to pay any such increase and notifies the Alarm Company in writing by certified mail, return receipt requested at least thirty (30) days prior to the effective date of such increase, the Alarm Company shall be permitted to allow this increase to remain in full force and effect without further notice. Failure to notify the Alarm Company to remain in full force and effect will allow this increase to remain in full force and effect until the Subscriber's consent to the other terms and conditions of this agreement shall remain in full force and effect in writing at least thirty (30) days prior to the effective date of increase will constitute the Subscriber's consent to the increase, and all of the other terms and conditions of this agreement shall remain in full force and effect.

Upon the Subscriber's failure to pay any sums due the Alarm Company under this Agreement, or upon permanent cancellation of service by the Subscriber, the Alarm Company reserves the right to terminate its obligations under this Agreement and remove any of the Alarm Company owned equipment, wiring and apparatus from the Subscriber's premises upon written notice to the Subscriber. The Alarm Company will have no obligation to repair or re-locate any portion of the Subscriber's premises due to removal of the Alarm Company's System upon termination. At such time, all charges incurred under the terms of this Agreement, up to the cancellation date, shall immediately become due and payable. In addition, the parties agree that it would be very difficult, if not impossible, to ascertain actual damages for any breach of this Agreement by the Subscriber, and the parties agree that the Subscriber shall immediately pay to the Alarm Company, upon any breach, or upon permanent cancellation of service by the Subscriber, as and for liquidated damages, the sum of seventy-five percent (75%) of any changes remaining to be paid under the terms and conditions of this contract. The parties further agree that the Subscriber shall pay all court costs, collection fees and reasonable attorney's fees of thirty-three and one-third percent (33 1/3%) of all monies remaining to be paid under this Agreement, should the Alarm Company have to place this contract in the hands of any attorney for collection.

If the Alarm Company incurs any new or increased charges for the use of telephone or other communication lines or services, or if any new or increased taxes or license fees shall be incurred by the Subscriber may not assign this Agreement unless such assignment shall be consented to in writing by the Alarm Company against, defend and hold the Alarm Company harmless from any action for subrogation which may be brought against the Subscriber by any insurer or assigns including the payment of all damages, expenses, costs and attorney's fees.

The Subscriber will not permit any person or persons, unauthorized by the Alarm Company, to alter, remove, or tamper with any system equipment and will safeguard said equipment against loss and damage during the term of this agreement. The Subscriber shall not permit any device, contrivance or apparatus, to be attached to the lines, wires, instruments or equipment at such system, except by the authorized agents of the Alarm Company. The Subscriber authorizes and directs the Alarm Company, as its agent, to use its full discretion in determining or causing the arrest of any person or persons on or around the premises unauthorized by the Subscriber to enter the premises of the Subscriber during the scheduled closed period and to hold such person or persons until released by the Subscriber or his known representative.

LIMITATION OF LIABILITY

It is understood and agreed that the Alarm Company or its agents, assignees, employees, or independent contractors providing portions of the services for the Subscriber (including, but not limited to, signal carriers, telephone companies, municipal agencies, answering services, etc.) all hereinafter referred to as "Others", are not an insurer, that insurance, if any, shall be obtained by the Subscriber, that the Alarm Company and Others make no warranty or guarantee, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences thereof from which the system or service is designed to detect or avert. The Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the Alarm Company or Others' active or passive negligence, or from a failure to perform any of the obligations herein, or the failure of the system to properly operate with resulting loss to the Subscriber because of among other things:

- (a) The undetected amount or value of the Subscriber's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert.
- (b) The uncertainty of the response time of any police or fire department, should the police or fire department be dispatched as a result of a signal being received or an audible device sounding.
- (c) The inability to ascertain what portion, if any, of any loss which would be proximately caused by the Alarm Company or Others' failure to perform or by failure of its equipment to operate.
- (d) The nature of the service to be performed by the Alarm Company and Others.

The Subscriber understands and agrees that if the Alarm Company or Others should be found liable for personal injury or property loss or damage due from a failure of the Alarm Company or Others to perform any of the obligations herein, including but not limited to installation, repair service, monitoring, operation or non-operation of the system, whether based upon negligence, active or passive, or otherwise, a sum equal to the total of six (6) monthly payments of Two Hundred Fifty (\$250.00) Dollars, whichever is the greater, and this liability shall be exclusive; and that the provision of this section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or non-performance of the obligations imposed by this contract, or from negligence, active or otherwise, of the Alarm Company or Others. No suit or action shall be brought against the Alarm Company more than one (1) year after the accrual of the cause of action therefore.

In the event that the Subscriber wishes the Alarm Company or Others to assume greater liability, the Subscriber may, as a matter of right, obtain from the Alarm Company a higher limit by paying an additional amount proportioned to the increase in damages, but such additional obligation shall in no way be interpreted to hold the Alarm Company or Others as insurers. This limitation of liability covers all of the Alarm Company equipment and services at all Subscriber locations.

INDEMNIFICATION

When the Subscriber ordinarily has the property of others in his custody, or the system extends to protect the other persons or the property of others, the Subscriber agrees to and shall indemnify, save, defend and hold harmless the Alarm Company and Others for and against all claims brought by parties other than the parties to this Agreement. This provision shall apply but claims regardless of cause including the Alarm Company or Others' performance or failure to perform and including defects in products design, installation, repair service, monitoring, operation or non-operation of the system, whether based upon negligence, active or passive, or implied contract or warranty, contribution or indemnification or strict or product liability, on the part of the Alarm Company or Others, but this provision shall not apply to claim, for loss or damage solely and directly caused by an employer of the Alarm Company or Others while on the Subscriber's premises. The Subscriber agrees to indemnify the Alarm Company against, defend and hold the Alarm Company harmless from any action for subrogation which may be brought against the Alarm Company by any insurer or assigns including the payment of all damages, expenses, costs and attorney's fees.

All verbal or written communication between the parties which occurred prior to the date of this Agreement and the entire Agreement of the parties is expressed herein above and no verbal understanding or agreement shall alter, change or modify the terms and provisions of this Agreement. The Subscriber is not relying on any advice or advisement of the Alarm Company. In the event that any provision of this Agreement is found to be unenforceable, all other terms shall remain in full force and effect. It is understood and agreed that if there is any conflict between this Agreement and the Subscriber's purchase Order, or any other document, this Agreement will govern whether such purchase order or other document is executed prior or subsequent to this Agreement. The Alarm Company may assign this Agreement without prior notice (by consent of the Subscriber, however, the Subscriber may not assign this Agreement unless such assignment shall be consented to in writing by the Alarm Company).

The parties further agree that this contract is executed and becomes in full force and effect only upon an officer of the Alarm Company signing a copy of the Agreement and that the contract is executed in Warren County, New York. The Subscriber moves its residence or place of business, then the Subscriber is entitled to alarm service at this new location upon the payment of reasonable costs incurred in transferring the Alarm System to the new location. In addition, the Subscriber agrees to be liable for any increase in monthly charges occasioned by such a move. The remaining terms of the Agreement will remain in full force and effect and the Subscriber will continue to be liable for the remaining period under the terms of this Security Service Agreement.

REPAIR, MAINTENANCE AND WAIVER OF SUBROGATION

Subscriber agrees to obtain insurance to cover its losses to any and all of its property. In the event of any loss, including destruction, theft, damage or other loss, Subscriber agrees that its insurance policy will contain a provision that such waiver of subrogation does not invalidate its coverage. And hereby waives any and all claims for such loss against Alarm Company. Further, Subscriber agrees that its insurance policy will contain a provision that such waiver of subrogation does not invalidate its coverage.

In the event that corrective maintenance is necessary on any part of the system, Mahoney Notify-Plus Inc. personnel will repair or replace the faulty equipment at no charge providing the malfunction was not a result of third party damage and/or act of God. This maintenance agreement covers only that alarm equipment which fails due to normal wear and tear. All work performed under this contract shall be in a good and workmanship like manner.

This Lease/Inspection/Maintenance Agreement is also subject to the following conditions:

- A. All agreements are made contingent upon strikes, fires, accidents or causes beyond our control.
- B. Quotations made herein are subject to change after acceptance upon 30 days prior written notice.
- C. This proposal shall be valid if acceptance is made within 30 days from the date written and upon our receipt of your Purchase Order.
- D. This agreement shall run for a period of **one (1) year** from the effective date above referred and may be terminated by the parties hereunto at any time upon mutual consent. Upon the termination of the period specified, this agreement shall continue in effect from year to year unless terminated, by written notice by either party given to the other, no less than thirty (30) days prior to the anniversary date of this agreement.
- E. being the occupant and/or owner of the premises as referred to on page one, hereby agrees to pay the sum as referred to on page one **for maintenance and inspection of the alarm systems**. In return for such consideration Mahoney Notify-Plus Inc. agrees to keep and maintain the alarm system in good and serviceable condition and complete the inspection of the fire and security alarm system.
- E. The subscriber **Saratoga Springs DPW Sewer Dept** agrees to not disturb, injure, remove or interfere with the system nor permit anyone to do so, and shall at all times indemnify and keep Mahoney Notify-Plus Inc. free from any and all loss to said system by reason of fire or any other cause except that resulting from ordinary wear and tear as stated above.
- F. Mahoney Notify-Plus Inc., is not an insurer and does not undertake to guarantee any loss or damage to the subscriber by reason of any loss, nor shall Mahoney Notify-Plus in any way be liable in any such event by reason of negligence or oversight on the part of any of its employees

The undersigned parties have read and understood the terms referred to in this contract and are in complete agreement with same.

**AGREED & UNDERSTOOD: SARATOGA SPRINGS DPW SEWER DEPT**

Accepted by: \_\_\_\_\_  
Name & Title

Date: \_\_\_\_\_

**AGREED & UNDERSTOOD: MAHONEY NOTIFY-PLUS INC.**

Accepted by: Kevin Mahoney  
Name & Title

Date: 3-10-2015



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## SARATOGA SPRINGS SEWER MONITORING LOCATIONS

ADAMS ROAD  
ADAMS STREET  
BALL #2  
BALL #1  
BOCES HENNING  
BUFF ROAD  
CASINO  
DOTEN  
EXCELSIOR AVENUE  
EXCELSIOR PARK  
FURLONG  
GRAND  
HATHORN NORTH  
HATHORN SOUTH  
HATHORN CENTER  
LAKE AVENUE DPW  
LEXINGTON  
QUAD #2  
QUAD #1  
STATION LANE  
TIFFANY  
WEIBEL AVENUE  
WEST CIRCULAR  
WESTBURY

## TERMS AND CONDITIONS

The Alarm Company assumes no liability for Interruption of service due to strikes, riots, floods, fires, interruptions in telephone service, acts of God, or any causes beyond the control of the Alarm Company, and the Alarm Company is not required to supply service to the Subscriber while such interruptions

The Subscriber will provide access to the premises to the Alarm Company. Its agents and employers for service and will obtain for the Alarm Company permission as maybe required from the landlord or others to carry out this Agreement. The Alarm Company will have the right to install transmitting and receiving equipment in the telephone or mechanical equipment room and on the roof or top of the Subscribers Buildings or structure. The Subscriber agrees to furnish any necessary continuous electrical current and outlets at the Subscriber's expense for the Alarm Company equipment. The Subscriber understands that the installation will necessitate drilling and cutting into various parts of Subscriber's premise and gives Alarm Company permission to do so. The Subscriber also agrees to allow surface wiring as needed.

The Alarm Company does agree, in accordance with the repair services chosen by the Subscriber as checked, to repair the Alarm System during the term of this Agreement. The Subscriber agrees to carefully and properly test the Alarm System, including testing any ultrasonic, microwave, infrared, capacitance or other electronic equipment prior to each closed period and shall immediately report to the Alarm Company any problem with the System. The Alarm Company shall make any necessary repairs as soon after receipt of notice as is reasonably practical. The Subscriber shall at all times be solely responsible for the maintenance of the sprinkler system. If any, including providing adequate heat to the building, so that the sprinkler system will at all times be in good working order. The Subscriber agrees that all repair service to the Alarm System caused by improper use of the Alarm System, misuse, abuse, vandalism, lightning, or any other act of God are billable regardless of the repair services chosen by the Subscriber as checked.

The Alarm Company, upon receipt of an alarm signal from the Subscriber's premises, shall make every reasonable effort to notify the police or fire department having Jurisdiction, unless there is just cause to assume that an emergency condition does not exist and the Alarm Company shall make a reasonable effort to notify the Subscriber or his designated representative by telephone unless runner service is provided or the Alarm Company has been instructed to do so otherwise by the Subscriber. Should the Subscriber's representative fail to respond within thirty (30) minutes to an alarm with an outside ringer which is causing a disturbance, or an alarm which is constantly transmitting signals to the Central Station overburdening operators Subscriber authorizes Alarm Company, at its discretion, to gain entry to the building with whatever method is required, and remedy the malfunction on behalf of the Subscriber. Furthermore, Subscriber agrees to pay the Alarm Company for the service call at the then Current rate, for such call.

The Subscriber hereby agrees that the Alarm Company shall have the right to modify the charges at anytime or times after the expiration of six (6) months from the date of this Agreement upon giving the Subscriber written notice, a minimum of sixty (60) days in advance of the effective date of such change. If the Subscriber is unwilling to pay any such increase and notifies the Alarm Company in writing by certified mail, return receipt requested at least thirty (30) days prior to the effective date of such increase, the Alarm Company shall be permitted, at its sole option, upon written notice by certified mail, return receipt requested to the Subscriber, to terminate this Agreement as if the term had expired or in the alternative will continue the prior rate and will allow this Agreement to remain in full force and effect without further notice. Failure to notify the Alarm Company in writing at least thirty (30) days prior to the effective date of increase will constitute the Subscriber's consent to the increase, and all of the other terms and conditions of this Agreement shall remain in full force and effect.

Upon the Subscriber's failure to pay any sums due the Alarm Company under this Agreement, or upon premature cancellation of service by the Subscriber, the Alarm Company reserves the right to terminate its obligations under this Agreement and remove any of the Alarm Company owned equipment, wiring and apparatus from the Subscriber premises upon written notice to the Subscriber. The Alarm Company will have no obligation to repair or redecorate any portion of the Subscriber's premises due to removal of the Alarm Company's System upon termination. At such time, all charges incurred under the terms of this Agreement, up to the cancellation date, shall immediately become due and payable. In addition, the parties agree that it would be very difficult, if not impossible, to ascertain actual damages for any breach of this Agreement by the Subscriber, and the parties agree that the subscriber shall immediately pay to the Alarm Company, upon any breach, or upon premature cancellation of service by the Subscriber, as and for liquidated damages, the sum of seventy-five percent (75%) of any charges remaining to be paid under the terms and life of this contract. The parties further agree that the Subscriber shall pay all court costs, collection fees and reasonable attorney's fees of thirty-three and one-third percent (33 1/3%) of all monies remaining to be paid under this Agreement, should the Alarm Company have to place this contract in the hands of any attorney for collection.

If the Alarm Company incurs any new or increased charges for the use of telephone or other communication lines or services, or if any new or increased taxes or license fees shall be incurred by the Subscriber may not assign this Agreement unless such assignment shall be consented to in writing by the Alarm Company against, defend and hold the Alarm Company harmless from any action for subrogation which may be brought against the Alarm Company by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney's fees.

The Subscriber will not permit any person or persons, unauthorized by the Alarm Company, to alter, remove, or tamper with any System equipment and will safeguard said equipment against loss and damage during the term of this agreement. The Subscriber shall not permit any device, contrivance or apparatus, to be attached to the lines, wires, instruments or equipment at such System, except by the authorized agents of the Alarm Company, without the written permission of the Alarm Company.

The Subscriber authorizes and directs the Alarm Company, as its agent, to use its full discretion in determining or causing the arrest of any person or persons on or around the premises unauthorized by the Subscriber to enter the premises of the Subscriber during the scheduled Closed period and to hold such person or persons until released by the Subscriber or his known representative.

### LIMITATION OF LIABILITY

It is understood and agreed that the Alarm Company or its agents, assigns, employees, or independent contractors providing portions of the services for the Subscriber (including, but not limited to, signal carriers, telephone companies, municipal agencies answering services, etc.), all hereinafter referred to as "Others", are not an Insurer, that insurance, if any, shall be obtained by the Subscriber, that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the Subscriber's property or the property of others located on the Subscriber's premises that the Alarm Company and Others make no guarantee or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences there from which the System or service is designed to detect or avert. The Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the Alarm Company or Others' active or passive negligence, or from a failure to perform any of the obligations herein, or the failure of the System to properly operate with resulting loss to the Subscriber because of among other things:

- The uncertain amount or value of the Subscriber's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the System or service is designed to detect or avert.
- The uncertainty of the response time of any police or fire department, should the police or fire department be dispatched as a result of a signal being received or an audible device sounding.
- The inability to ascertain what portion, if any, of any loss which would be proximately caused by the Alarm Company or Others' failure to perform or by failure of its equipment to operate.
- The nature, of the service to be performed by the Alarm Company and Others.

The Subscriber understands and agrees that if the Alarm Company or Others should be found liable for personal injury or property loss or damage due from a failure of the Alarm Company or Others to perform any of the obligations herein, including but not limited to installation, repair service, monitoring or service or the failure of the System or equipment in any respect whatsoever, the Alarm Company or Others' liability shall be limited to a sum equal to the total of six (6) monthly payments or Two Hundred Fifty (\$250.00) Dollars, whichever is the greater, and this liability shall be exclusive, and that the provision of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to, persons or persons or property, from performance or non-performance of the obligations imposed by this contract, or from negligence, active or otherwise, of the Alarm Company or Others. No suit or action shall be brought against the Alarm Company more than one (1) year after the accrual of the cause of action therefore.

In the event that the Subscriber wishes the Alarm Company or Others to assume greater liability, the Subscriber may, as matter of right, obtain from the Alarm Company a higher limit by paying an additional amount proportioned to the increase in damages, but such additional obligation shall in no way be interpreted to hold the Alarm Company or Others as Insurers. This limitation of liability covers all of the Alarm Company equipment and services at all Subscriber locations.

### INDEMNIFICATION

When the Subscriber ordinarily has the property of others in his custody, or the System extends to protect the other persons or the property of others, the Subscriber agrees to and shall indemnify, save, defend and hold harmless the Alarm Company and Others for and against all claims brought by parties other than the parties to this Agreement. This provision shall apply to all claims regardless of cause including the Alarm Company or Others' performance or failure to perform and including defects in products design, installation, repair service, monitoring, operation or non-operation of the System, whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification or strict or product liability, on the part of the Alarm Company or Others, but this provision shall not apply to claim, for loss or damage solely and directly caused by an employer of the Alarm Company or Others while on the Subscriber's premises. The Subscriber agrees to indemnify the Alarm Company against, defend and hold the Alarm Company harmless from any action for subrogation which may be brought against the Alarm Company by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney's fees.

All verbal or written communication between the parties which occurred prior to the date of this Agreement are merged into the terms of this Agreement and the entire Agreement of the parties is expressed herein above. And no verbal understanding or agreement shall alter, change or modify the terms and provisions of this Agreement. The Subscriber is not relying on any advice or advertisement of the Alarm Company. In the event that any provision of this Agreement is found to be unenforceable, all other terms shall remain in full force and effect. It is understood and agreed that if there is any conflict between this Agreement and the Subscribers' purchase Order, or any other document, this Agreement will govern whether such purchase order or other document is executed prior or subsequent to this Agreement. The Alarm Company may assign this Agreement without prior notice or consent of the Subscriber, however, the Subscriber may not assign this Agreement unless such assignment shall be consented to in writing by the Alarm Company.

The parties agree that this contract is executed and becomes in full force and effect only upon an officer of the Alarm Company signing a copy of the Agreement and that the contract is executed in Warren County, New York. The parties further agree that venue shall be proper in Warren County, New York should any portion of this Contract have to be legally enforced.

If the Subscriber moves its residence or place of business, then the Subscriber is entitled to alarm service at this new location upon the payment of reasonable costs incurred in transferring the Alarm System to the new location. In addition, the Subscriber agrees to be liable for any increase in monthly charges occasioned by such a move. The remaining terms of the Agreement will remain in full force and effect and the Subscriber will continue to be liable for the remaining period under the terms of this Security Service Agreement.

### PROPERTY INSURANCE AND WAIVER OF SUBROGATION

Subscriber agrees to obtain insurance to cover its losses to any and all of its property. In the event of any loss, including destruction, theft, damage or other loss, Subscriber shall look solely to its insurer for recovery of its loss. And hereby waives any and all claims for such loss against Alarm Company. Further, Subscriber agrees that its insurance policy will contain a provision that such waiver of subrogation does not invalidate its coverage.