

Equipment Purchase and Event-Monitoring Agreement

Agreement made this _____ day of _____, 20 ____ by and between RTC Solutions d/b/a RTC Secure and _____ (Subscriber).

For the consideration and covenants specified, RTC Secure and Subscriber agree as follows:

1. **EQUIPMENT PURCHASE AND INSTALLATION.** Subscriber agrees to purchase and RTC agrees to furnish and install the premises of Subscriber located at _____ an event-monitoring system described as follows:
System
Description: _____

_____. (See attached drawing for detector placement)
2. **PAYMENT FOR SYSTEM AND INSTALLATION.** The Subscriber agrees to pay to RTC Secure a total purchase price, including installation of \$ _____. \$ _____ paid at the time of execution of this Agreement and the balance of \$ _____ due and payable upon installation of system.

3. **LIMITED WARRANTY.** RTC Secure agrees to repair or replace at its option any part of the system which within one year following installation is defective due to faulty design, material, or workmanship. Thereafter, Subscriber shall be responsible for labor and material costs involved in any repair or replacement.

4. **MONITORING.** RTC Secure shall monitor Subscribers' systems twenty-four hours per day seven days per week. If a signal is received from the equipment, RTC Secure shall seek to create two-way voice communication by telephone with the "respondees" as designated on the Subscriber's personal information questionnaire. Monitoring and reasonable attempts to contact Responders by telephone are RTC Secure's only obligations. Subscriber agrees to notify RTC Secure of Subscribers disposition with regard to any signal within twenty-four hours. In consideration of the monitoring, Subscriber shall pay to RTC Secure an annual monitoring charge of \$ _____, minus any applicable discounts, which will be payable _____ with \$ _____ to be paid in advance. Either RTC Secure or Subscriber may terminate the monitoring services at the end of _____ years or at the end of each year thereafter by giving written notice to the other party at least sixty (60) days prior to the year end. RTC Secure reserves the right to increase or decrease the annual monitoring charge after the expiration of this agreement and at the end of each year thereafter. Subscriber agrees to pay to RTC Secure an amount equal to the remaining payments if Subscriber discontinues service before the end of this agreement.

5. **NO WARRANTY OF REPRESENTATION.** RTC Secure does not represent or warrant that the system may not be compromised or circumvented of that the system will prevent any personal injury, loss of life, or property loss or damage or that the system will in all cases provide the notification which is intended, and the Subscriber has not relied upon any such representation or warranty. The Subscriber acknowledges that any affirmation of fact or promise made by RTC Secure or its agents, servants, or employees, shall not be deemed to create and express warranty unless included in this Agreement in writing. **SELLER MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OF MERCHANTABILITY.** Initials of Subscriber _____

6. **MEDICAL AND/OR RELATED EXPENSES.** In the event of an alarm, Subscriber does hereby authorize RTC Secure to seek to notify Responds and obtain assistance. Subscriber shall be obliged for and agrees to pay any cost and expenses incurred whatsoever as a result of Subscribers monitoring service. Initials of Subscriber _____

7. **CANCELLATION:** YOU, THE SUBSCRIBER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD (3RD) BUSINESS DAY AFTER THE DATE YOU SIGN THIS AGREEMENT. THE SUBSCRIBER ACKNOWLEDGES RECEIPT OF THE NOTICE OF CANCELLATION FORM WHICH EXPLAINS THIS RIGHT. Initials of Subscriber _____

8. **BINDING NATURE.** THE TERMS AND PROVISIONS ON THE REVERSE SIDE OF THIS AGREEMENT ARE AN INTEGRAL PART OF THIS AGREEMENT AND ARE BINDING ON RTC SECURE AND SUBSCRIBER. SUCH TERMS AND CONDITIONS SHOULD BE READ CAREFULLY. THE PARTIES' SIGNATURES APPEAR ON THE FRONT OF THIS DOCUMENT RATHER THAN AT THE END TO ACCOMMODATE CARBONLESS PAPER FORMAT.

RTC Solutions d/b/a RTC SECURE

RTC Security REPRESENTATIVE

NOTE: This Agreement becomes binding on RTC Secure only upon acceptance at the office of RTC Secure by a duly authorized officer.

SPECIAL NOTES: _____
SIGNS/STICKERS _____

SUBSCRIBER

Date: _____

ACCEPTED

**RTC Solutions d/b/a
RTC SECURE**

BY: _____ DATE: _____

9. **ANCILLARY EQUIPMENT AND CHARGES.** RTC Secure is authorized to install or has installed an RJ31X jack or other telephone company equipment used in the operation of this system. The subscriber agrees to supply and pay any charges for 24-hour 110-volt circuits as required to power the system and the appropriate telephone services or other equipment deemed necessary by RTC Secure. RTC Secure shall not be responsible for any costs for parts and/or labor associated with adopting the Subscribers telephone system for use with the system.
10. **TESTING AND PROTECTION OF SYSTEM.** It is solely the Subscriber's responsibility to test the operation of the equipment used in the operation of this system. Monitoring tests may normally be made without charge on weekdays between 5 p. m. and 11 p.m. with prior coordination with the system operators. The Subscriber agrees that no apparent or device shall be attached or connected to the system and further agrees not to permit the system and equipment to be disturbed, removed, or otherwise damaged.
11. **DELAYS AND FAILURES.** RTC Secure assumes no liability for delays in equipment installation, interruption of services due to strikes, riots, floods, fires, acts of God, mechanical or electrical equipment failures, or any cause beyond control of RTC Secure. RTC Secure may terminate this agreement if it cannot maintain transmission privileges and shall not be liable for any damages or penalties as a result of such termination. RTC Secure may also cancel this agreement, without previous notice, in the event its Central Operation Station is destroyed or damaged by a catastrophe, and it is impractical to continue or restore service.
12. **TERMINATION.** In the event Subscriber violates any part of this Agreement, including failure to pay monitoring charges, or abandons or sublets the premises, RTC Secure may terminate this Agreement upon giving ten (10) days written notice to Subscriber.
13. **RELEASE FROM LIABILITY.** Subscriber hereby releases, discharges, and agrees to hold RTC Secure, its officers, employees or agents harmless from any and all claims, liabilities, damages, losses, or expenses arising from or caused by any hazard covered by insurance whether said claim is made by Subscriber or by any other party claiming under or through Subscriber, including any insurer, by way of subrogation or otherwise.
14. **INDEMNIFICATION FROM THIRD PARTY ACTION.** In the event any person not a party to this Agreement, including Subscriber's insurance company, shall make any claim or file any lawsuit against RTC Secure, its officers, employees, or agents (Indemnities) for any reason whatsoever, including but not limited to, the installation, maintenance, operation or non-operation system, Subscriber agrees to indemnify, defend, and hold the Indemnities harmless from any and all claims and lawsuits including the payment of all damages, expenses, costs and attorney's fees whether these claims are based on alleged intentional conduct, active, or passive negligence, or strict product liability on the part of RTC Secure, its officers, or agents.
15. **FORCIBLE ENTRY.** Subscriber acknowledges consent for "Responders", fire, law enforcement and emergency medical personnel contacted by RTC Secure to enter the premises with force if necessary. Subscriber does hereby release RTC Secure from any and all liability whatsoever as a result of said forcible entry.
16. **LIMITATION OF LIABILITY.** It is understood that RTC Secure is not an insurer of person, life, limb, or property, and that insurance covering personal injury, life, and property loss shall be obtained by the Subscriber, if so desired. RTC Secure is being paid for installing and providing a system designed to provide notice of the occurrence of certain events. RTC Secure and the Subscriber acknowledge that the amounts being charged by RTC Secure are not sufficient to in any way guarantee that no loss or damage will occur, and that RTC Secure is not assuming responsibility for any personal-injury, loss of life, or property loss or damage which may occur even if due to RTC Secure's negligent performance of which may arise due to the faulty operation of the system, the failure of services, or the failure to perform said services. RTC Secure and Subscriber hereby agree that if not withstanding the above provisions, there should arise any liability whatsoever on the part of RTC Secure, it is agreed that such liability shall be limited to two hundred fifty dollars (\$250). This sum shall be complete and exclusive and shall be paid and received as an exclusive remedy and not as a penalty. In the event that the Subscriber wishes RTC to assume greater liability, the Subscriber may obtain from RTC Secure a higher limit by paying an additional amount proportioned to the increase of said damages, but such additional obligation shall in no way be interpreted to hold or constitute RTC Secure as an insurer. Any request by the Subscriber for a higher limit shall be given to RTC Secure in writing by certified mail, return receipt requested.
17. **Third Party Equipment and Monitoring – Limitation of Liability.** At its sole discretion, RTC Secure may assign, subcontract, purchase or otherwise arrange for the alarm equipment and/or monitoring services called for under this Agreement to be provided by a third party or parties. Subscriber agrees and acknowledges that such third party provider or providers of alarm equipment or monitoring services are not insurers and agrees that the provisions for Third Party indemnification and Limitation of Liability in paragraphs fourteen and sixteen above shall apply between Subscriber and such providers as fully as the name or names of such providers appeared in the place of RTC Secure.
18. **ASSIGNMENT.** It is specifically agreed that the Subscriber shall not be permitted to assign this Agreement without prior written consent of RTC Secure, and any assignment without such consent shall be deemed a breach of this Agreement. RTC Secure shall have the right to assign this Agreement to any other company engaged in a business similar to that of RTC Secure and upon such assignment shall be relieved of any obligations created herein. RTC Secure shall also be permitted to subcontract any or all of the obligations to any subcontractor of its choosing.
19. **GOVERNING LAW: JURISDICTION.** This agreement shall be governed by, and construed in accordance with the law of the State of Georgia, without regard to any conflicts of law provisions thereof. The subscriber/owner(s), by his/her/their acceptance of this agreement, each hereby knowingly, intentionally and voluntarily, a) agree that any suit, action, or proceeding by owner/subscriber arising from, relating to or in connection with this note must be brought in a State Court of competent jurisdiction sitting in Catoosa County, Georgia, or in the United States District Court, Northern District of Georgia, Rome Division, b) submits to the jurisdiction of such Courts, and c) irrevocably agrees not to assert any objection as to the venue of any such suit, action or proceeding in the Courts described in a) above and any claim that any such action, suit or proceeding brought in any such Court has been brought in an inconvenient form.
20. **FULL AGREEMENT - SEVERABILITY.** The terms set forth in this Agreement shall be supplemented by the applicable Service-Specific Terms and Conditions and the General Terms and Conditions of Service located at www.rtcsecure.com/terms. both of which are incorporated herein by reference, constitute the entire agreement between the parties (collectively, the "Agreement"), The Company may modify either the Service-Specific Terms and Conditions or the General Terms and Conditions of Service from time to time, and any changes made to the above referenced website will be binding on Customer effective with the publication of such changes on the Company website. If there is an inconsistency between a term in this Service Request and a term in the Service-Specific Terms and Conditions and/or in the General Terms and Conditions of Service on the Company Website, the inconsistency will be resolved by applying the following order of precedence, beginning with the controlling term: (a) the service-specific term or condition as published on the Company website and (b) the term or condition in the signed Service Request; and may be amended or modified from time to time as deemed necessary by the Company. If any part of this Agreement should be held to be unlawful or unenforceable, the remainder of the Agreement shall remain in full force and effect as if any such unlawful or unenforceable provision had never been included.