Girsh Alarm Co, Inc

8035 Old York Road
PO Box 29780
Elkins Park, PA 19027-0980
215-782-9911 phone
215-635-9808 fax
Service@GirshAlarm.com

Dispatch Information Update

Date:
Check one:
__burglar **a**larm __fire alarm __video verified system

Mail to: __same as dispatch info

Name _____
Street _____
City / state / zip _____
attn. _____

Email _____

Dispatch Authorities to:

Name _____
Street _____
City / state / zip _____
Township _____
Primary phone # _____-_____-_____
to call to verify _____-_____-_____

Do you want us to verify (call the location for a valid passcode)? If you do not indicate a preference, **we will not verify**.
Verify burglar alarm signals? __yes __no Verify fire alarm signals? __yes __no
The Standard requires that commercial fire alarm signals should not have a verification call before dispatching the Authorites.
I have video verification as part of my burglar alarm: __yes __no. Video verification means that equipment has been installed to verify burglar alarm activity by watching the premises. If you have video verification, please indicate your preference:
I want my burglar alarm to be silent __yes __no. If you do not indicate a preference, we will program it to be silent.

Passcodes: Your on/off code is your passcode. You may add initials for additional security. **Changes to codes may be billable**.

User code ____ ____ ____ ____ initials _____ user name _____
User code ____ ____ ____ ____ initials _____ user name _____
User code ____ ____ ____ ____ initials _____ user name _____
User code ____ ____ ____ ____ initials _____ user name _____
___ Check here if additional user codes are attached. We agree that the attachment is included as part of this agreement.

Emergency Notification List:

1st and last names: phone # relationship / title Home Work Cell

1. . _____ _____-_____-_____ _____ H___ W___ C___
Text to: _____ Text first __yes __no Text in addition to calling # above __yes __no
2. _____ _____-_____-_____ _____ H___ W___ C___
Text to: _____ Text first __yes __no Text in addition to calling # above __yes __no
3. _____ _____-_____-_____ _____ H___ W___ C___
Text to: _____ Text first __yes __no Text in addition to calling # above __yes __no
4. _____ _____-_____-_____ _____ H___ W___ C___
Text to: _____ Text first __yes __no Text in addition to calling # above __yes __no
___ Check here if additional names and numbers are attached. We agree that the attachment is included as part of this agreement.

Note: Be sure to instruct anyone who responds to the premises to enter the premises ONLY with the appropriate responding Authority (police or fire) after an alarm signal has been generated. This is for their safety.

I am authorized to sign on this account. I accept the terms and conditions of this agreement as outlined both above and on the reverse side or on the attached sheet with terms. Early cancellation penalties may apply if I do not honor the length of this agreement. Any equipment or services provided by Girsh Alarm in the future are subject to the terms of this agreement. Monitoring service begins when the equipment is programmed to send signals. This agreement is binding once signed or work is begun. This form may be sent by hand, fax, email, UPS or equivalent service, or mail.

Client's signature and title:_____ **Girsh Alarm Co., Inc.**_____
Required for Q billing: charge my credit card #_____ exp. date ____/____ security code _____
Credit card billing address street _____ zip _____ or check # _____
Email credit card receipt to _____

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1 Limited Warranty:

It is our intention to use quality parts and trained installers. However, we do not manufacture the parts. We do not warrant the condition of the equipment, its quality, or its fitness for any particular purpose. The alarm may be compromised, bypassed, or avoided. It may not prevent any loss. You may still have a burglary, robbery, fire, holdup, medical condition, or other problem. The system may not provide the protection for which it was installed. We do not make any implied warranties. You may purchase more advanced equipment at an additional cost.

We will make repairs and replacement of parts that we installed at no charge to you for parts and labor for 90 days unless a different period is listed on our installation agreement or service ticket. (Exception: see paragraph 1.f. below). If you need service, please make your request in writing as set forth in paragraph 1.c. below. You may enroll in an extended limited warranty program at an additional charge. We may replace or repair the equipment. We may substitute materials of equal or better quality including the use of reconditioned parts. This warranty does not include damage caused by lightning, electrical surges, or fire; accident, misuse, abuse, or disaster; unauthorized repair services, changes, or someone else's improper installation, construction, renovation, remodeling, or other work done on site; damage caused by animals; any changes in communication service or network. This warranty replaces any previous warranties and is the only warranty in existence. Any changes must be in writing or will not be valid. See paragraph 2.g. below.

If you require service, you may contact us on the telephone. To complete your request, we require that you confirm your telephone call with a letter or e-mail. Once we receive your request for service, we will attempt to service the system during normal business hours. These hours are Monday through Friday, 9 am to 4 pm, except holidays. There may be an additional charge for service done outside our normal working hours. When we complete the work, we request you inspect the system immediately. If you find any problem, kindly advise us in writing (by mail or e-mail) within three days after the work is completed. This informs us that the work meets with your satisfaction and your failure to advise us to the contrary within three working days will constitute an automatic acceptance of the work and the system.

Upon notification from you in writing that we have violated this agreement, or if we are negligent or grossly negligent, we will repair or replace any part of the system that is not working. See clause #2.b. below.

This warranty gives you specific legal rights. You may also have other rights which vary from state to state. This agreement is made in and will be governed by the laws of Montgomery County, Pennsylvania.

We perform service on systems which we did not install. There is no warranty on any equipment that we add or replace because the way it works can be affected by your equipment.

2 General Terms:

a. The equipment is designed to reduce the risk of loss, but despite our efforts, a loss can still occur. We will not be liable to you for any loss or damage. It does not matter why the loss occurred. We are not liable even if we caused or contributed to the loss. We are not liable even if we were negligent or if we failed to perform any obligation. It is agreed that we are not liable for the actions of third party individuals or suppliers of material or service. If we are found to have some liability, that liability will be limited to a return of the monies you have paid to us during the current year. Once we offer this payment to you, we will be absolved of all liability for any form of negligence or omission. We are willing to increase our liability for an additional fee. Please make the request for such increase in writing by certified mail, return receipt requested.

b. **In addition to any cause of action which** you may sustain, any losses by third parties and insurance companies is limited to a total of the funds paid to us during the current year under this agreement, up to a limit of $2500, expressly including claims due to our negligence, active or otherwise. *Note: Portions of this paragraph may not apply to residential clients in Pa. in any claims relating to installation, service, and repair work.*

c. Any request for payment, or legal action, is to be made within two years from the discovery of the cause of action. Such legal action is restricted to the terms and conditions set forth in this agreement.

d. We expect our invoices to be paid when due. We reserve the right to charge a late fee of 18% with a floor of $25 per invoice. In addition, if legal action is required to collect this obligation, reasonable attorney's fees, court costs, and interest will also be your obligation. We both waive trial by jury and agree to be bound by the laws of the Commonwealth of Pennsylvania. If you believe you have any action against us, it is to be by separate lawsuit and not by a counter claim to the action we bring. *Note: Residential clients in Pa. do not waive their right to a trial by jury and may not be subject to attorney's fees and costs for any claims relating to installation, service, and repair work.*

e. Customer agrees that all costs to comply with customer administrative, billing, and other non-security requirements are billable to client at a rate of $150/hour and are due immediately once work is substantially complete. If Girsh Alarm fails to comply with such client requirements, this contract remains in full force and effect.

f. This agreement may be sent by hand, fax, e-mail, or mail. This agreement is binding once signed or work is begun.

g. If any paragraph or portion of a paragraph is found to be invalid or unenforceable, the balance of the paragraph and all other paragraphs remain in full force and effect. This Agreement supersedes all prior negotiations, contracts, statements, and other communication. In the event of conflict, this Agreement will prevail.

3 Central Station and Other On-going Services:

a. In the event you do not honor our invoices within 30 days from the due date, we reserve the right to discontinue all service to you without further notice. In such event, we may remove our panel and/or communication equipment and delete all programming. If you do not permit us to remove our property within 72 hours of our request for entry, you will be responsible for the payment of our equipment at full retail cost.

b. After we have installed the equipment and you have paid for it in full, it is your property unless we lease or rent equipment to you. If you want central station services, we will program software for that purpose. All software remains our property and is not for sale. All radio communication and equivalent devices also remain our property and are not for sale. We may make changes to the software without notice and by any means as we deem necessary and appropriate.

c. The term of this agreement is for five years from the date on the front. This agreement will automatically renew for additional five year periods, unless either of us notify the other party by certified mail, return receipt requested. Agreement term will be month-to-month if the five-year renewal is deemed invalid. We will give each other at least 30 days' notice before the end of the term. Sending an invoice is one way we provide such notice. To cover inflation and our increased costs, we may request an increase in your yearly fees. If you do not want to pay the increased amount, we can choose to terminate any recurring services. In such event, you will be obligated to pay the existing yearly charge on a pro-rata basis until the equipment is removed. Client understands that in the event of any late payment, the client will owe the balance of the contract term on a pro-rated basis of 80% of the balance. Default is defined as any time that payment has not been made when due and such failure continues uncured for a period of 15 days after the due date for such payment. Client agrees to provide all due assistance for Girsh Alarm representatives to gain access to the premises to remove our equipment.

d. When we receive a signal from your equipment, we will make reasonable attempts to notify you and/or the appropriate authorities. We are not responsible for the authorities' response. You will give us a written list of the names and phone numbers of those persons you want to receive notification of alarm signals. We cannot contact anyone you do not put on that list. Signals are transmitted by communication networks that are beyond our control and we cannot guarantee their performance. If the system, monitoring facility or communication transmission medium is inoperable for any reason, monitoring services are automatically suspended without notice and without liability to us. We may suspend monitoring services for force majeure events, and excessive signaling. We expect that you will pay all charges for service as needed for transmission of signals. We are not responsible for any failure that prevents signals from reaching the central station or from damages that result from that failure. We assume no liability for the interruption of service due to any cause beyond our control.

e. We subcontract central station and may subcontract any other services. We are not liable for any loss or damage caused by the negligence or gross negligence of third parties. This agreement benefits our subcontractors and all clauses protect them as well as us. You may assign this agreement with our consent, which will not be unreasonably withheld. We may assign this contract to a responsible company without your consent. In the event of such assignment by us to a reputable company, we will have no further obligation to you. **Client initial here**: _____ **Girsh Alarm** initial here: _____