

Steele Electric LLC - Monitoring Terms & Conditions

Last Updated: [Insert Date]

1. Online Accessibility

The online version of these Terms & Conditions supersedes any previous versions. Steele Electric LLC reserves the right to update these terms at any time. The most current version will always be available at [Insert Web Address].

2. Service Agreement

The Subscriber has contracted with Steele Electric LLC (the "Installer") for a protective system at the location indicated on the Monitoring Service Form (hereinafter called "Location"). Installer has subcontracted monitoring services to Advanced Protection Industries, Inc. dba National Monitoring Center ("Company").

3. Scope of Services

The Company's sole obligation under this agreement is to monitor signals received from the protective system and respond accordingly.

Company shall, without warranty, make reasonable efforts to:

- Notify the police upon receipt of a burglar alarm signal.
- Notify the police upon receipt of a hold-up alarm signal.
- Notify the fire department upon receipt of a fire alarm signal.

Company may discontinue services if required by governmental or insurance authorities.

4. Subscriber Responsibilities

Subscriber agrees to provide the Installer with:

- A written list of authorized individuals and contact information for emergency notifications.
- A written schedule of daily and holiday opening/closing times, including janitorial schedules.
- Updates to any changes in the above information.

5. Communication & Telephone Service

- Subscriber or Installer is responsible for charges related to phone lines or utility services used for alarm signal transmission.
- Alarm signals are transmitted via Subscriber's regular telephone service. If telephone service is interrupted, alarm signals may not be received.
- If connected through an RJ31X or equivalent jack, the alarm system will seize the phone line during activation, potentially preventing other calls (including 911) while transmitting signals.

6. Payment Terms & Nonpayment Consequences

- Payment is due as specified in the agreement.
- Invoices unpaid after **20 days** may result in termination of monitoring services.
- If payment is not received within **10 days** of a mailed demand letter, monitoring services will be cancelled.
- Upon termination, Company and Installer may remotely disconnect the system and/or enter the Location to deprogram communications devices.

7. Suspension & Termination

This agreement may be suspended or cancelled without notice if:

- The Location is destroyed or damaged beyond practical serviceability.
- Government action prevents service continuation.

8. Indemnification & Liability

- Subscriber agrees to indemnify and hold harmless Installer, Company, and their respective employees, agents, and subcontractors against all claims by third parties.
- Subscriber's property insurance shall be the sole source of coverage for any losses, and Subscriber waives subrogation claims against Installer and Company.
- Neither Installer nor Company is an insurer, and liability for losses due to system failure or monitoring issues is limited to **\$350.00** as liquidated damages.

9. False Alarms & Misuse

- If excessive false alarms result from misuse, Installer or Company may consider this a material breach and terminate service with **five (5) days' written notice**.
- Subscriber is responsible for false alarm fines or penalties imposed by authorities.

10. Limitations of Liability

Installer and Company's liability is limited due to:

- Uncertainty regarding the value of protected property.
- Variability in police/fire response times.
- Inability to determine the impact of service failures on damages or injuries.

11. Ownership & Maintenance

- Installer and Company do not own the monitoring equipment at Subscriber's Location.

- Maintenance, repairs, and insurance of the protective system are solely the Subscriber's responsibility.

12. Recording & Monitoring Consent

- Company may monitor or record video and audio related to alarm activity, as well as conversations for training, quality control, or service provision purposes.
- Subscriber consents to all such monitoring and recording.

13. Legal Fees

If legal proceedings are necessary to collect unpaid fees or enforce these terms, the unsuccessful party shall pay the successful party's reasonable attorney's fees.

14. Dispute Resolution & Governing Law

- Any disputes arising from these Terms & Conditions shall be resolved through mediation or arbitration before litigation.
- The governing law shall be **Oregon**, and disputes shall be handled in **Washington County, Oregon**.

For questions or further information, please contact our office at 503-268-1311.