

# American Remote Video

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 TEL: (718) 784-2880 FAX: (718) 784-6210

## MANAGEMENT VIDEO MONITORING AGREEMENT VIDEO DOORMAN

ANY CHANGES OR CORRECTIONS MUST BE MADE IN WRITING AND SUBMITTED TO CENTRAL OFFICE BY INSTALLING ALARM COMPANY.

INSTALLING ALARM COMPANY: \_\_\_\_\_ INSTALLER ID: \_\_\_\_\_

DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_ ACCT # \_\_\_\_\_ PASSCODE \_\_\_\_\_

### BUILDING INFORMATION

Building Name		
Management Name		
Address	# of Floors	# of Apts
City	State	Zip
Cross Streets		
Location of Package Room:		
Directions to Package Room:		

### AUTHORITY NOTIFICATION

AUTHORITY	NAME	PHONE NUMBER
1. POLICE DEPT.		(      )
2. MANAGEMENT FIRM		(      )
3. PRIVATE RESPONSE		(      )

### CAMERA INFORMATION

Camera #	AUDIO 1 Way or 2 Way	Camera Description / Location	Camera #	AUDIO 1 Way or 2 Way	Camera Description / Location
1			9		
2			10		
3			11		
4			12		
5			13		
6			14		
7			15		
8			16		

### ADDITIONAL INFORMATION/NOTES


### CALL LIST/ADDITIONAL CONTACTS

1	Name: _____	Phone: (      ) _____	Cell / Work / Home / Other
	Email: _____	Text Message <input type="checkbox"/> Y <input type="checkbox"/> N	Cell Provider: _____
2	Name: _____	Phone: (      ) _____	Cell / Work / Home / Other
	Email: _____	Text Message <input type="checkbox"/> Y <input type="checkbox"/> N	Cell Provider: _____

UPON RECEIPT OF A VIDEO DOORMAN SIGNA, CENTRAL OFFICE WILL ALLOW THE INDIVIDUAL CLAIMING TO BE A DELIVERY PERSON ACCESS TO BUILDING AND ESCORT PERSON VIA AUDIO AND VIDEO SIGNAL TO DESIGNATED PACKAGE ROOM AND THEN BACK OUT THE BUILDING. CENTRAL OFFICE WILL ATTEMPT TO NOTIFY PRIMARY CONTACT THAT A DELIVERY HAS BEEN MADE. IF UNABLE TO REACH PRIMARY CONTACT CENTRAL OFFICE WILL ATTEMPT TO REACH SECONDARY CONTACT.

PERSONS CLAIMING TO BE OCCUPANTS, VISITORS, OR ANYONE OTHER THAN A DELIVERY PERSON, WILL NOT BE ALLOWED REMOTE ACCESS. SHOULD A PERSON CLAIMING TO BE A DELIVERY PERSON NOT FOLLOW CENTRAL OFFICE'S PACKAGE DELIVERY INSTRUCTIONS, THE PROPER AUTHORITIES AND ABOVE NOTIFICATION LIST WILL BE NOTIFIED.

CENTRAL OFFICE WILL NOT BE RESPONSIBLE FOR RESPONDING TO SIGNALS RECEIVED WITHOUT HAVING FIRST RECEIVED BOTH A PROPERLY COMPLETED AND SIGNED "SUBSCRIBER VIDEO MONITORING AGREEMENT" AND "MANAGEMENT VIDEO MONITORING AGREEMENT". IT IS THE RESPONSIBILITY OF THE INSTALLER TO TEST & VERIFY ALL SIGNALS WITH CENTRAL OFFICE AND VERIFY THAT THE ACCOUNT HAS BEEN ACTIVATED.

Approved: Installing Alarm Company

Approved: Subscriber

By: \_\_\_\_\_ Title: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Approved : American Remote Video, Inc

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

By: \_\_\_\_\_

\* NOTICE SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS

## ALARM MONITORING AGREEMENT

1. Subscriber has entered into a written contract with the Installing Alarm Company, hereinafter referred to as the "Installer," for the "monitoring" of a "security system" at Subscriber's premises, and Subscriber designates Installer as its exclusive agent to deal with AMERICAN REMOTE VIDEO INC. The Installer has selected AMERICAN REMOTE VIDEO INC. or its designated subcontractor (hereinafter referred to as "Central Office") to monitor the "security system".
2. "Security System" shall be defined as video system, audio system, alarm system or any combination thereof.
3. Central Office (or its designated subcontractor) shall monitor signals received by Central Office from the security system installed at Subscriber's premises. Upon receipt of a security signal indicating that a security condition exists, Central Office shall make every reasonable effort to notify the police, fire or other municipal authority deemed appropriate in Central Office's absolute discretion, and such other persons Subscriber has requested receive notification of such security condition. All notifications by Central Office shall be by telephonic communication.
4. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves or other modes of communication pass through communication networks wholly beyond the control of Central Office and are not maintained by Central Office and, therefore, Central Office shall not be responsible for any failure which prevents transmission signals from reaching the Central Office monitoring center or damages arising there from.
5. Subscriber agrees to maintain the security system in good working order.
6. Subscriber agrees to furnish Central Office with a written list of names and telephone numbers of those persons Subscriber wishes Central Office to notify upon receipt of security signals. All changes and revisions shall be supplied to Central Office in writing or by electronic transmittal, signed by Installer, who shall be deemed Subscriber's agent for all purposes of this agreement. Subscriber irrevocably appoints Installer as its exclusive agent for all purposes of this agreement.
7. Where video images shall be used as part of the Video Verification of alarm signals service, upon activation of the protective and/or video system by trigger, or remote access of the video equipment by AMERICAN REMOTE VIDEO INC. personnel, the video system will transmit video images to a AMERICAN REMOTE VIDEO INC. monitoring facility. The images will be used to verify the nature of the emergency at SUBSCRIBER'S premises. Unless otherwise designated by SUBSCRIBER and/or INSTALLATION CO in this Agreement's addendum or LOCAL AUTHORITY through ordinances or laws, the default authority notification process will be as follows: AMERICAN REMOTE VIDEO INC. will attempt to contact an Authority or Emergency Agency, as set forth in the notification instructions provided by SUBSCRIBER and inform the Authority or Agency of the type of emergency alarm condition received and what, if anything, was observed in the video images. SUBSCRIBER and/or INSTALLATION CO. may designate the non-default option in this AGREEMENT's addendum. If that option is selected, AMERICAN REMOTE VIDEO INC. personnel will use reasonable judgment in interpreting the video images transmitted. If, in the reasonable judgment of AMERICAN REMOTE VIDEO INC. personnel, no emergency alarm condition exists at SUBSCRIBER'S premise, AMERICAN REMOTE VIDEO INC. may elect not to notify any Authority or Emergency Agency
8. Subscriber acknowledges that Central Office makes no representations that they will or can verify the identity of, or motives of, any individual(s) that central office remotely allows access to subscriber's premises. Central Office's sole responsibility, pertaining to allowing remote access to an individual, is to ask the individual to state their identity and purpose for wanting entry into the premises, attempt to remotely unlock a building access door and to record the video and audio signals received during the event. The above service shall be defined as "Video Doorman".
9. Subscriber acknowledges that Central Office is not related to or part of the Installer Company. None of the equipment installed at Subscriber's premises is the property of Central Office and Central Office has made no representation, warranties or agreements regarding the equipment, nor has Central Office participated in the installation of the security equipment. Central Office has no responsibility for the condition or operation of the security equipment and Central Office is not responsible for the maintenance, service or repair of said security equipment. Central Office shall not be liable or responsible for equipment failure, which prevents signals from reaching Central Office. Central Office's sole responsibility will be to monitor signals received. "Monitoring" shall be defined as remote viewing of video signals, remote audio communication, remotely escorting an individual to designated locations ("Remote Escort"), allowing remote access to a premise, and the receiving of and response to various alarm/security signals.
10. Subscriber acknowledges that Central Office is being paid for its monitoring service by the Installer and not by the Subscriber. In the event Central Office does not receive payment when due, for any reason, Central Office shall be permitted to terminate this agreement and discontinue monitoring Subscriber's security system upon giving Subscriber ten (10) days notice of termination or contract directly with Subscriber for security monitoring service. Central Office shall be permitted to terminate this agreement at any time and for any reason by giving Subscriber and Installer ten (30) days written notice. In the event Central Office terminates this agreement for any reason other than nonpayment, Central Office agrees to refund monitoring fees received for any period subsequent to the termination of Central Office's monitoring services. This agreement and Central Office's monitoring services shall terminate on the date fixed in Central Office's notice of termination. Upon such termination Central Office and Subscriber agree and hereby do release each other from any and all liability whatsoever, including negligence to any degree of the parties, arising out of this agreement, the relation of the parties or Central Office monitoring services, except that the Subscriber shall be liable to Central Office for all monitoring charges after notice of termination is sent if Subscriber's alarm signals continue to be received by Central Office. Subscriber shall be liable to Central Office for expenses incurred by Central Office in connection with excessive incoming security transmissions transmitted from Subscriber's location to Central Office, together with Central Office's legal fees to terminate the transmissions from Subscriber's location or recover any liability owed by Subscriber to Central Office. Central Office's notice of termination shall be given in writing and sent by regular first class mail to Subscriber and Installer. Subscriber authorizes Central Office or Installer to access the security system to input or delete data and programming.
11. If for any reason, including but not limited to Central Office's equipment failure, Central Office is unable to provide its monitoring services, Central Office, in its sole discretion, shall be permitted to suspend its monitoring services at any time, and without notice to Subscriber and Installer. In the event Central Office in its sole discretion determines it will not be able to resume its monitoring service within 24 hours, Central Office agrees to notify Installer by telephone and in writing that monitoring services have been suspended. There shall be no refund, offset or deduction in Central Office's monitoring fees for suspended service provided suspended service does not exceed three (3) days. Central Office will make pro rata refund to Installer for any period in excess of three (3) days.
12. In the event Subscriber's contract with the Installer is terminated, this contract and Central Office's monitoring services shall automatically terminate. Installer shall give notice that the contract between Subscriber and Installer has terminated. In the event monitoring is terminated for any reason, Central Office shall have the right to disregard signals and take whatever legal procedures that may be necessary to remove or erase the programming to prevent signals from being transmitted to Central Office. Subscriber and Installer shall be liable for all monitoring charges until the Central Office no longer receives signals from the Subscriber's location.
13. Installer agrees that Central Office shall monitor Subscriber's security system from month to month. Central Office may terminate this agreement by giving the other parties 30 days written notice. In the event of such termination by Installer, Central Office shall not be required to return any money received for its monitoring services; such termination shall not affect Installer's Contract with Subscriber.
14. Medical Alert: If medical alert is specified under the schedule of installation as a service to be provided, upon receipt of a medical alert signal, Central Office or its subcontractor, shall, as soon as may be practicable, make every reasonable effort to notify by telephone those persons designated by Subscriber or the appropriate municipal police or fire department providing emergency medical response. Subscriber acknowledges that Central Office provides no response to a medical alert signal except notification to the appropriate party, and that the provisions of this agreement exculpating and limiting Central Office's liability are fully applicable to the medical alert service.
15. Subscriber agrees that Central Office and the Installing Alarm Company are not insurers and that no insurance coverage is offered herein. Payments by Subscriber are for a security system and monitoring designed to reduce certain risks of loss, though there are no guarantees that the security system or monitoring will reduce such risks or that no loss will occur. Central Office and the installing company are not assuming responsibility and therefore they shall not be liable to Subscriber for any loss or damage suffered by Subscriber as a result of impersonation, unauthorized access of an individual, burglary, hold-up, fire, smoke, equipment failure, failure of Central Office or municipal authority to respond to signals, or any other cause whatsoever, regardless whether such loss or damage or personal injury was caused by or contributed to by Central Office or the installing company's negligent performance or failure to perform any obligations.
16. Subscriber agrees that the security system, monitoring service and remote access service are not designed or guaranteed to prevent loss by burglary, hold-up, fire, illegal acts of third parties or any other loss. If, notwithstanding the terms of this agreement there should arise any liability on the part of Central Office or the Installing Alarm Company as a result of their negligence to any degree or failure to perform any obligation or strict products liability, such liability shall be limited to \$250. If Subscriber wishes to increase the limitation of liability, Subscriber may, as of right, by entering into a supplemental agreement, obtain a higher limit by paying an additional amount consonant with the increase in liability.
17. The parties agree that in the event Subscriber suffers damages as a result of Central Office's negligence to any degree or failure to perform any obligation or strict products liability, it would be impractical and extremely difficult to anticipate or fix actual damages. Therefore, Subscriber agrees that should there arise any liability on the part of the Central Office, Subscriber agrees to accept \$250.00 as liquidated damages in complete satisfaction, discharge and release of Central Office's liability.
18. Subscriber and Installing Alarm Company agree to indemnify and hold Central Office harmless, including reasonable attorneys' fees, from and against all claims, lawsuits and losses alleged to be caused by Central Office's negligent performance to any degree or failure to perform under this agreement. The parties agree that there are no third party beneficiaries of this agreement. Subscriber and Installer on their behalf and any insurance carrier waive any right of subrogation Installer's or Subscriber's insurance carrier may otherwise have against Central Office arising out of this agreement or the relation of the parties hereto.
19. This agreement cannot be assigned by Subscriber without Central Office's prior written approval. Central Office shall be permitted to assign this contract to another alarm monitoring company and shall be relieved of further obligations under this contract upon such assignment.
20. This agreement shall be governed by the laws of the State of New York. The parties agree that the courts of New York shall have exclusive jurisdiction over the parties hereto regarding any dispute between them and Installer and Subscriber submits to the jurisdiction of New York. The parties waive trial by jury in any action between them. Any action by Subscriber against Central Office must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against Central Office must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against Central Office in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement. Any action or dispute between the parties, including issues of arbitrability, shall, at the option of either party, be determined by arbitration administered by the National Arbitration Association, under its Commercial Arbitration Rules. [www.natarb.com](http://www.natarb.com).
21. This agreement is binding on Central Office only after signed by an officer of Central Office. In any action between the parties, the Subscriber and/or Installing Alarm Company shall be jointly and severally responsible for Central Office's legal fees.
22. This agreement contains the full understanding of the parties and may not be amended, modified or canceled except in writing signed by the parties. Should any provisions of this agreement be deemed void, the remaining parts shall not be affected.

SUBSCRIBER ACCOUNT # \_\_\_\_\_