

Atlantic Creek Inc. d.b.a. Beaufort Alarm and Sound Systems Installation and Service Agreement
(843) 524-2628

1. This Agreement is made and entered into this _____ day of _____ 20____ between Atlantic Creek Inc. d.b.a. Beaufort Alarm and Sound Systems hereinafter referred to as "Contractor", and _____ Hereinafter referred to as "Subscriber".

2. The Contractor hereby agrees to install and maintain, during the term of this agreement at the premises of the Subscriber located at _____

3. Subscriber agrees to pay the Contractor: \$ _____ 19_____ per month for ongoing monitoring, payable quarterly or annually in advance from date of installation completion and be payable throughout the term of this Agreement. A late fee of \$10.00 shall be assessed for any payment not made within 20 days of billing date.

4. The Subscriber agrees to pay any City, State or Federal taxes, fees, or charges now in force or hereafter imposed, applying to this installation and service.

5. The initial term of this agreement is 30 days from the date the system is installed. And becomes operative and thereafter for consecutive terms of 30 days until such time as either party upon 30 days written notice, advises the other party of its intent to terminate the Agreement at the end of the current term. It is further agreed that after 30 days from the date of this Agreement, the Contractor may periodically adjust the monitoring and/or service charges. Within 30 days of receipt of notice of such adjustment, the Subscriber may terminate this Agreement by 30 days written notice to the Contractor, provided Subscriber is not in default of any terms or conditions in the Agreement.

6. THE CONTRACTOR DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IS INTENDED.

HOWEVER; THE CONTRACTOR WARRANTS THAT THE EQUIPMENT AND PARTS SUPPLIED WILL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP DURING THE TERM OF THIS AGREEMENT. IF DURING THE FIRST YEAR OF THE AGREEMENT ANY OF THE EQUIPMENT IS DEFECTIVE OR MALFUNCTIONING, IT WILL BE REPLACED FREE OF CHARGE AT THE CONTRACTOR'S OPTION.

7. It is understood and agreed by the parties hereto that the Contractor is not an insurer and that insurance, if any, covering personal injury and property loss or damage on Subscriber's premises shall be obtained by the Subscriber. That the Contractor is being paid for the equipment, installation and maintenance of a system designed to reduce certain risks of loss and that the amounts being charged by the Contractor are not sufficient to guarantee that no loss will occur, that the Contractor is not assuming responsibility for any such losses which may occur due to system failure, even if due to Contractor's negligent performance of failure to perform. If Subscriber has purchased a system, which is less than that recommended by the Contractor, Subscriber fully acknowledges and accepts that he has purchased less protection for his facility.

Subscriber agrees to and shall indemnify and save harmless the Contractor, its employees and agents, for and against all third party claims, lawsuits and losses alleged to be caused by the improper operation of the system, whether due to defects in the system or acts of omissions of the Contractor in receiving and responding to alarm signals.

8. It is agreed to and understood by the parties that in this Agreement there will be no verbal understandings changing or modifying any of the terms of this Agreement. This contract may not be changed, modified or varied except by writing and signed by an authorized representative of the Contractor.

9. Subscriber hereby authorizes the Contractor to make installation during normal working hours. If Subscriber desires installation to be done at a time other than normal working hours of on weekends, added costs will be paid for by the Subscriber at the Contractor's standard rates. Any installation charge quoted in this Agreement is based upon Contractor performing the installation with its own personnel. If for any reason this installation or any part thereof must be performed by outside contractors, said installation charge is subject to revision. Subscriber agrees to furnish any necessary AC power and electrical outlets at his expense.

10. Contractor assumes no liability for delay in installation of the system, or interruption of service due to strikes, riots, floods, fires, acts of God or any cause beyond the control of Contractor including interruptions in telephone service. Contractor will not be required to supply service to the Subscriber while interruption of service due to any such cause shall continue. This Contract may be cancelled at the option of the Contractor in case the Contractor's Central Station, connecting wires, or equipment within the Subscriber's premises are destroyed by fire or other catastrophe or so substantially damaged that it is impractical to continue service and may likewise be cancelled at the option of the Subscriber in the event that the Subscriber's premises are so destroyed or seriously damaged.

11. Any claim by Subscriber of improper installation or a defect in the system must be given in writing to the Contractor within thirty (30) days from installation completion, or discovery of the defect. Otherwise all such claims shall be deemed waived.

12. The Subscriber agrees not to tamper with, alter, adjust, add to, disturb, injure or remove or otherwise interfere with installed equipment nor to permit the same to be done and the Subscriber shall be responsible for this equipment during the term of this Agreement. It is further agreed that the equipment shall remain in the same location as installed and any removal or disturbance thereof (resulting from painting, altering or remodeling the fixtures or any changes whatsoever) necessitating any work by way of repairs, relocation or otherwise, shall be paid for by the Subscriber in accordance with standard charges of the Contractor in addition to all other charges mentioned therein.

13. Subscriber shall carefully and properly set the alarm system each night or at such other time as Subscriber shall close his premises. Subscriber shall carefully and properly test the alarm system weekly and immediately report to the Contractor any claimed inadequacy in or failure of the system. Subscriber shall permit the Contractor access to the premises during regular business hours and at all other reasonable times for any reason arising out of or in connection with the Contractor's rights or obligations under this agreement.

14. Contractor, upon receipt of an alarm signal from the Subscriber's premises, shall make every reasonable effort to transmit the alarm promptly to the headquarters of the police, fire or medical department having jurisdiction, unless there is just cause to assume that an emergency condition does not exist. Contractor shall make a reasonable effort to notify the Subscriber or his designated representative by telephone, unless instructed to do otherwise by Subscriber.

15. At Contractor's option, a fee of \$20 may be charged for any false alarm or unnecessary service created by the Subscriber. In addition, if the Contractor or Subscriber shall be assessed any fine or penalty by any municipality as a result of a false alarm, Subscriber shall be responsible for the full amount of that charge.

16. Should any part of the alarm system be damaged by fire, water, acts of God, or any cause beyond the control of the Contractor any repairs or replacement shall be paid for by the Subscriber.

17. It is further understood and agreed that the Contractor may disconnect from Central Station, upon termination of this agreement by lapse of time, default of any monies due hereunder. The right of the Contractor to collect any charges, which have accrued or may accrue hereunder, is not waived.

18. In the event Subscriber defaults in the performance of any of the terms or conditions of this Agreement including the failure to make any payment as agreed herein the Contractor may terminate the Agreement and the balance of the monies due for the un-expired term of the Agreement shall become immediately due and payable, including at least 15% attorney's fees it collected through legal action.

19. This Agreement may be assigned by the Subscriber provided the Contractor received 30 days written notice within which time the assignment may be accepted or the Agreement may be cancelled.

20. It is understood and agreed by and between the parties hereto that if there is any conflict between this contract and Subscriber's purchase order or any other document this contract will govern.

21. This Agreement may be withdrawn by either party without penalty within 3 days of the date of this contract. Upon written notice of the withdrawal all deposits shall be returned.

22. Subscriber hereby acknowledges that he has read and understands this entire Agreement.

Subscriber Signature _____

Date _____