



COMMERCIAL FIRE ALARM MONITORING SERVICE AGREEMENT

This Agreement ("Agreement") is made this ___ day of _____ 20__ ("Effective Date") by and between the City of DeSoto through and on behalf of Southwest Regional Communications Center ("SWRCC") and _____ ("Customer") regarding alarm monitoring at the following address ("Premises"):

Number & Street City County State ZIP
Business Telephone Alternate Telephone Contact Person

TERMS OF AGREEMENT

Article I. Services

SWRCC will monitor signals generated by the Customer's fire alarm monitoring system twenty-four (24) hours a day, three hundred sixty-five (365) days per year.

Article II. Fees

2.1 Fee. Customer agrees to pay to SWRCC a fee of \$30.00 per month for fire alarm monitoring and the first alarm panel, and \$10.00 per month for each additional alarm panel.

2.2 Collection. If Customer's payments are more than fifteen (15) days overdue, SWRCC may terminate this Agreement by providing Customer ten (10) days written notice.

2.3 False Alarms. Customer agrees to assume all responsibility for any fines, penalties or charges assessed by the City, as set forth in the Code of Ordinances for any false alarm or signal which summons an emergency service.

Article III. Term and Termination

3.1 Term. This Agreement begins on the Effective Date and shall continue for thirty (30) days. At the end of the initial term, this Agreement will automatically continue for successive renewal terms of thirty (30) days.

3.2 Renewal Fee. If the Periodic Fees for any renewal of the term are to be more than the Periodic Fees the Customer was charged for the prior term, SWRCC will notify the Customer of the renewal Periodic Fees at least seven (7) days before the current term ends.

Article IV. Customer Emergency Information Schedule

Customer agrees to furnish Customer's emergency contact information to SWRCC on the Schedule provided by SWRCC. Customer agrees to make changes to the emergency contact information, as needed, by submitting a new Schedule to SWRCC at the address set forth herein.

Article V. LIMITATION OF LIABILITY

CUSTOMER UNDERSTANDS THAT SWRCC IS NOT AN INSURER OF THE PREMISES AND THAT INSURANCE, IF ANY, SHALL BE OBTAINED BY THE CUSTOMER, THAT THE PAYMENTS PROVIDED FOR HEREIN ARE BASED SOLELY ON

THE VALUE OF THE SERVICE AS SET FORTH HEREIN AND ARE UNRELATED TO THE VALUE OF CUSTOMER'S PREMISES. CUSTOMER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS SWRCC AND ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM THE SERVICES PROVIDED BY SWRCC TO THE EXTENT CAUSED BY THE NEGLIGENT ACT OR OMISSION OR INTENTIONAL WRONGFUL ACT OR OMISSION OF SWRCC, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES; INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM SWRCC IS LEGALLY RESPONSIBLE (HEREINAFTER "CLAIMS"). CUSTOMER IS EXPRESSLY REQUIRED TO DEFEND SWRCC AGAINST ALL SUCH CLAIMS.

Article VI. Miscellaneous

6.1 Binding Agreement; Assignment. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement may not be assigned without the prior written consent of SWRCC.

6.2 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered. If intended for Customer, notice shall be sent to the address listed in the heading of this Agreement. If intended for SWRCC, notice shall be sent to:

Timothy Smith, Managing Director
Southwest Regional Communications Center
200 S. Parks Drive
DeSoto, TX 75115

6.3 Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

6.4 Governing Law. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas and venue for any action concerning this Agreement shall be in Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

By my signature, I acknowledge that I have read the foregoing agreement and that I understand and agree to be bound by the provisions therein, furthermore, I have the legal right to enter into this agreement as the responsible party for said premises.

Customer: _____ Date: _____

By: _____ Position: _____

Printed Name: _____

SWRCC: _____ Date: _____
Authorized Representative