

#21

Ener-Tel Services Inc. Alarm Monitoring Agreement



This agreement is made this 5th day of May, 2015 between Ener-Tel Services Inc., hereinafter called "Ener-Tel", "Company", "We", or "Us", and Tom Green Co. - County Clerk hereinafter called "Subscriber", "Customer", or "You", for services indicated below to be provided at the following location: 124 W. Beauregard
San Angelo, TX 76903, hereinafter referred to as "Premises".
Monitored Location Telephone 1 325-659-6553 Telephone 2 —
Email —

PAYMENTS: CONSUMER REPORT: All charges are payable in advance for the monitoring and servicing of the Communication System for the term of this agreement commencing on the first day of the month next succeeding the date hereof, and continuing monthly thereafter, all payments being due on the first of the month. Our alarm monitoring and notification services will begin when the equipment is installed and is operational, and when the necessary communications connection is completed. The balance of payments for the term of this agreement is due upon execution of this agreement. For the convenience of the parties and so long as there is no default in payments, Subscriber may make the payments as provided herein. You authorize us to obtain a NON-INVESTIGATIVE CONSUMER REPORT about you from a consumer-reporting agency at any time during the term.

FULL AGREEMENT/ SEVERABILITY/ CONFLICTING DOCUMENTS: This agreement constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties, except Ener-Tel's requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this agreement and waives any claims in connection with same. Should any provision of this agreement be deemed void, all other provisions will remain in effect.

TERM OF AGREEMENT: RENEWAL INCREASE: The term of this agreement is as shown on page 2 and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the agreement at least 30 days prior to the expiration of any term. If terminated, this agreement ends on the last day of the then-current term. Ener-Tel shall be permitted, from time to time to increase the monitoring charge by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase as invoiced.

FALSE ALARMS/PERMIT FEES: Subscriber is responsible for all alarm permits and permit fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse Ener-Tel for any fines relating to permits or false alarms. Ener-Tel shall have no liability for permit fees, false alarms, false alarm fines, police or fire response, any damage to personal or real property or personal injury caused by police or fire department response to alarm, whether false alarm or otherwise, or the refusal of the police or fire department to respond. In the event of termination of police or fire response by the municipal police or fire department this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should Ener-Tel be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay Ener-Tel for such service or material.

Tom Green County - County Clerk
Customer Name
124 W. Beauregard
Mailing Address
San Angelo, TX 76903
City, State, Zip
325-659-6553
Contact Phone
—
Social Security Number/Tax I.D. —

Elizabeth McGill 5-19-15
Customer Signature Date
Elizabeth McGill, County Clerk
Customer Printed Name
— —
Ener-Tel Rep Signature Date
— —
Company Acceptance

BILLING**BANK DRAFT**

- Withdraw from my bank account:
- Total Installation Price Recurring Service Charges
- Annually Semi-Annually Quarterly Monthly

ACCOUNT TYPE: Checking Savings

Name of Bank: _____

Routing Number: _____

Account Number: _____

Name as it appears on your bank account: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

I hereby authorize Ener-Tel Services, Inc. to initiate debit entries to the account indicated above. This authority is to remain in full force and effect until COMPANY has received written notification from us of its termination in such time and manner as to afford COMPANY and FINANCIAL INSTITUTION a reasonable opportunity to act on it. I have read and fully understand the payment/billing terms and conditions as outlined.

Authorized Account Signature: _____

CREDIT/DEBIT CARD

- Charge my credit/debit card for:
- Total Installation Price Recurring Service Charges
- Annually Semi-Annually Quarterly Monthly

VISA MasterCard AMEX

Credit/Debit Card Number: _____

Billing Zip Code: _____

Exp Date: _____

Name as it appears on card: _____

I authorize Ener-Tel Services, Inc. to charge my credit/debit card as indicated above. I have read and fully understand the payment/billing terms and conditions as outlined.

Authorized Account Signature: _____

EMERGENCY CALL LIST

In the event of an alarm, list in order of preference those individuals who should be called. Those listed may need to meet the authorities in response to an alarm signal, so they need to have access to the monitored location, the Passcode, and a code to turn the alarm system on and off. Check yes next to Emergency Call Verification (ECV) to indicate which individuals should be called prior to notification of authorities. At least one individual must be selected. These individuals are authorized by you to CANCEL the alarm. These individuals must be issued the Passcode established on the account.

CONTACT NAME	PHONE NUMBER	ECV
Premise Phone Number Elizabeth McGill	325-659-6553	<input type="checkbox"/> Yes <input type="checkbox"/> No
Elizabeth McGill	325-234-4932	<input type="checkbox"/> Yes <input type="checkbox"/> No
Herman McGill	325-656-1246	<input type="checkbox"/> Yes <input type="checkbox"/> No
Gary Monico	325-227-9720	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No

A Passcode must be issued to all users of the alarm system including all people listed in the Emergency Call List section. The Passcode must be no more than 10 characters in length, and may not contain any punctuation or spaces, offensive language, or non-standard spelling.

PASSCODE: 1835

EMERGENCY DISPATCH INFORMATION

Police Department: 325 SAPD	Phone: 325-657-4315
Fire Department: SAFD	Phone: 325-657-4315
Medical/Ambulance: SAFD	Phone: 325-657-4315

CANCELLATION RIGHT (RESIDENTIAL CUSTOMER ONLY)

YOU, THE CUSTOMER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT. CUSTOMER ACKNOWLEDGES BEING VERBALLY INFORMED OF CUSTOMER'S RIGHT TO CANCEL AT THE TIME OF EXECUTION OF THIS AGREEMENT AND RECEIPT OF THIS NOTICE.