

THE LAS COLINAS ASSOCIATION: AGREEMENT

In consideration of these mutual promises and agreements, and for other good and valuable consideration, the receipt and sufficiency are acknowledged,

The Las Colinas Association (LCA), and Member or Authorized Representative for the Las Colinas property as stated on this form, agree as follows:

1. **Alarm License or Permit:** The Member acknowledges responsibility for obtaining a City of Irving (City) permit for their alarm system, at their expense. The Member must become familiar with and comply with any City local ordinances, State of Texas (State) laws or national codes relating to installation and or operation of their alarm system(s). **LCA does not have to provide service to any Member without a valid City of Irving permit on file.**
2. **Member's Equipment:** Member agrees that LCA does not agree to furnish any goods or materials to Member under this Agreement or by the relationship established hereby and that LCA owns none of the electronic detection or transmission equipment in the Member's premises, and LCA has no responsibility for the condition and/or the functioning thereof and that maintenance, repair, service, replacement and insurance of the electronic detection equipment are not the obligation or responsibility of LCA, but are that of the installing vendor or the Member. If the Member no longer wants to use LCA's monitoring service or allow that use to a tenant / lessee, the Member must notify LCA in writing (email if from account currently on file with LCA and acknowledged by LCA as received) and dis-connect or re-program the alarm system to no longer send signals to LCA. The Member may use any alarm company licensed by the State of Texas for service or installation of their system and must supply their selected vendor with a current copy of LCA's Technical Specifications (Tech Specifications) as included with this Agreement Information Form (Form) or at LCA's website. LCA may provide phone numbers of local vendors upon request, however provision of such constitutes no recommendation or endorsement by LCA.
3. **Tenant / Lessee Use of Service:** A Member may allow their tenant / lessee to use their alarm system and or LCA's monitoring service understanding that it is the Member's service and their responsibility to abide by all parts of this Agreement. LCA may request a copy of a lease for any property if the Member or their Representative does not sign this Agreement/ Form or if upon contact during a signal response, LCA deems it necessary. LCA is not responsible for verification of a lease. Multifamily complexes must submit to the LCA a list of tenants / lessee's annually upon request by LCA, if their complex uses LCA's monitoring service.
4. **Contact / Call List (List):** The Member agrees to furnish LCA a Contact / Call List (List) containing names, addresses and telephone numbers using LCA's Form. A tenant / lessee may complete this form indicating they are not the Member, though the service remains the Member's. The Form should include this Agreement as the Form is provided on the face of or attached to this Agreement and should contain all persons authorized to enter or remain on the premises, and those persons who can be notified if an alarm occurs or incident. Member agrees to provide all changes, revisions, and modifications of this List forthwith when they occur.
5. **Procedures:** LCA and the Member agree that upon receipt of an alarm signal at LCA's Monitoring Center, LCA will follow its alarm response and emergency notification procedures. These procedures are intended to be consistent with City and State guidelines and will be discussed and or provided to Members upon their request. LCA updates and revises its alarm response and emergency notification procedures from time to time as necessary. Member understands that LCA may, with no obligation to, attempt notification to Member, their Authorized Representative per the List provided by Member or area property management as known. LCA may attempt contact to emergency agencies if there is reasonable cause to believe an emergency condition or crime exists or if no LCA/contract Patrol (Patrol) is available. Member acknowledges that the LCA may, but is not obligated to, send Patrol to a Member's location in response to alarm signals, calls or observations. Should Patrol respond they cannot enter the location but will attempt an inspection of the accessible perimeter. Member further understands that any information provided can be released to any appropriate City agency including the Police or Fire Departments.
6. **Excessive False Alarms:** If Member shall cause an excessive number of false alarms through carelessness of Member or Member's agents, tenants/lessee, employees, guests, or family members, or through the malicious or repeated accidental use of the alarm systems, or because of faulty or inappropriate devices or equipment, LCA, at its option, may terminate the monitoring of Member's alarm system. LCA will define excess using the same guidelines stipulated within the current City alarm ordinance. Member acknowledges that Member is responsible for any false alarm charges assessed Member by a municipality or other government body or entity and will hold LCA harmless from such liability.
7. **Transmission Facilities:** Member represents that the signals from Member's alarm system are transmitted using an approved method as stated on LCA's published Tech Specifications to LCA's Monitoring Center. If Member's telephone service or other approved transmission method is out of order, disconnected, or otherwise interrupted, signals from Member's alarm system will not be received by LCA during any such interruption. This interruption will not be known to LCA because transmission cannot occur in that event. Member further agrees that signals transmitted by a Member's alarm system over their or LCA's chosen network/ utility providers are wholly beyond the control and jurisdiction of LCA and are maintained and serviced by the applicable telephone company or utility. Member agrees to furnish any necessary service, telephone lines or internet network connection or other as approved in LCA's Tech Specifications for transmitting signals at Member's own expense. Member acknowledges activation of alarm system may interrupt /disconnect telephone service.
8. **Suspensions or Cancellation of Monitoring Service:** This Agreement may be suspended or canceled, without notice, and at the option of LCA, if the LCA Monitoring Center or Member's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service or if LCA cannot render service because of any action by any governmental authority. LCA will attempt to follow standards in place to keep general equipment/ utility failures from suspending services, however cannot guarantee their service.

9. **Third Party Indemnification:** if any person not a party to this Agreement makes any claim or files any lawsuit against LCA relating to LCA duties under this Agreement; Member agrees to indemnify, defend and hold LCA harmless from any such claims and lawsuits, including the payment of all damages, expenses, costs and attorneys' fees, whether such claims be based upon alleged intentional conduct, active or passive negligence, or strict or product liability by LCA, its agents, or employees.
10. **LCA is not an Insurer, Limitations of Liability:** Member understands and agrees that LCA is not an insurer. Insurance, if any, must be obtained by Member. ***LCA makes no guaranty or warranty, including any implied warranty or merchantability or fitness for a particular use that the Monitoring Services supplied will in all cases avert or prevent occurrences or the consequences there of from which the Monitoring Service is designed to detect or avert.*** Member acknowledges that it is impractical and extremely difficult to fix the actual damages that may directly or proximately result from a failure to perform the obligations or services herein, including, but not limited to LCA's monitoring and Patrol service, or the failure of the Member's alarm system and/or transmission methods to properly operate, with resulting loss to Member because, without limitation: (a) The uncertain amount or value of Member's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the Monitoring Service is designed to detect or avert; (b) The uncertainty of the response time of any police department, fire department, paramedic unit, patrol service or others, should these parties be dispatched because of a signal being received; (c) The inability to ascertain what portion of any loss, would be proximately caused by LCA's failure to perform or by its equipment to operate; or (d) The uncertain nature of occurrences which might cause injury or death to Member or any other person which the Monitoring Service is designed to detect or avert. Member understands and agrees that if LCA should be found liable for loss or damage because of the failure of the System to properly perform or the failure of LCA to perform any of its obligations or to provide the Services subscribed for herein, including, but not limited to monitoring, Patrol service, or the failure of any service, equipment or utility vendor of LCA in any respect whatsoever, LCA's liability may not exceed a sum equal to Five Hundred Dollars (\$500.00) as liquidated damages and not as a penalty, which Member presently agrees is a reasonable estimate of the damages. This liability is exclusive, and applies if loss or damage, despite cause or origin, results directly or indirectly, to persons or property, from performance or non-performance of the obligations imposed by this Agreement or from negligence, active or otherwise, of LCA, its agents, assigns, LCA board members/officers or employees. LCA may not be held liable for consequential damages in any event. **Member expressly agrees to indemnify LCA from any liability for losses, claims, demands, damages, judgments, and costs for, or arising from LCA's performance under this agreement, regardless of any cause or any fault or negligence of LCA, LCA's agents, successors, assigns, employees, or otherwise.**
11. **Invalid Provisions:** In the event any term or provision of this Agreement are declared to be invalid or inoperative, all the remaining terms and provisions remain in full force and effect.
12. **Notices:** Any notice required or given, under the terms of this Agreement must be in writing and are deemed to have been given when delivered by the United States mail, postage prepaid, or if delivered in person and acknowledged with a receipt.
13. **Governing Law:** Member and LCA agree that transactions under Agreement are governed by the laws of the State of Texas in the event of a dispute or disagreement between them.
14. **Entire Agreement; Modification; Waiver:** This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms hereof. This Agreement supersedes all prior representations, understandings, or Agreements of the parties, written or oral, and constitute the sole terms and conditions of all services. This Agreement can be modified only in writing signed by both parties or their duly authorized agent. No waiver of a breach of any term condition of this Agreement may be construed to be a waiver of any succeeding breach.

