

## www.avss.net

Audio Video Security Systems Inc 5112 77<sup>th</sup> Place NE Suite 200 Marysville WA 98270 Phone 425-953-4344 fax 425-740-0127

## COMBINED SYSTEM PURCHASE, AND MONITORING SERVICES AGREEMENT

CUSTOMER NAME		DATE
BILLING ADDRESS		
CITY	STATE	ZIP
EMAIL ADDRESS		
INSTALLATION ADDRESS		
INSTALLATION ADDRESSCITY	STATE	ZIP
SITE PHONE NO.		
SECOND PHONE NUMBER		
1. SYSTEM PURCHASE, INSTALLATION, AN	D MONITORING CHARG	ES: CUSTOMER hereby
purchases from AUDIO VIDEO SECURITY SYSTI		
AVSS provide central station monitoring of the syste		
other charges as follows:	,	
(a) Installation/Programming Charge. CUSTOMER	agrees upon installation and/c	or programming of the System to
pay a charge of \$ Invoice	re#	a programming or the 27stem to
b) <b>Monthly Monitoring</b> CUSTOMER agrees to page	y in advance a monitoring pay	ment of no more than
\$(set by AVSS) per month for period of	y in advance a monitoring pay	5) with the month commencing
the first day of the month following the date of instal	years (not to execed	estallation is made on the first day
of a month. The first monthly payment shall be due a		
be due and payable on the 28th day of each succeedi		
month, the monthly payment shall be pro-rated to the		
shall be billed separately to CUSTOMER, with payn		
	helit to be received by AUDIC	O VIDEO SECURITI STSTEMS
INC (AVSS) within ten days of mailing the billing.	CUSTOMED	
(c) In addition to the charges identified above, at its		
110v electrical outlet for the operation of the System		es and costs, (3) pay all applicable
taxes, (4) pay all false alarm fees, alarm permit, or pe	enalties.	
2. DESCRIPTION OF SYSTEM: SEE AVSS INV	OICE #	
3. LIQUIDATED DAMAGES: IT IS AGREED BE	CTWEEN CHICTOMED AND	ALIDIO VIDEO SECUDITY
SYSTEMS INC (AVSS) THAT AUDIO VIDEO SE		
AND THE SYSTEM AND SERVICES ARE NOT I INSURANCE. CUSTOMER UNDERSTANDS AN		
(AND THE TRANSMITTER, IF APPLICABLE) A		
OF FIRE, IN OR ABOUT, OR ENTRY INTO THE		
THAT UNDER NO CIRCUMSTANCES SHALL A		
LIABLE FOR ANY LOSSES, EXCEPT AS PROVI		
difficult to fix the actual damages in such event, AV		
liquidated damages, and not as a penalty. AUDIO V		
LIABLE FOR ANY OTHER DAMAGES, INCLUD		
SPECIAL OR CONSEQUENTIAL DAMAGES, IN		
ANTICIPATED PROFITS OR OTHER ECONOMI		
CONNECTION WITH OR ARISING OUT OF THE		
THE SYSTEM OR SERVICES OF AUDIO VIDEO		•
TO DEFEND, INDEMNIFY AND SAVE AUDIO V		,
WITH RESPECT TO ANY INJURY, DAMAGE OF		
ARISE OUT OF OR RELATE TO THE OPERATION		
FAILURE THEREOF, OR AUDIO VIDEO SECUR		
READ AND UNDERSTANDS THIS PARAGRA	PH AND AGREES TO ITS	TERMS.
(Customers Initials)	Initial Here	
	ппиаг пеге	

- **4. AUTOMATIC RENEWAL/TERMINATION/OF MONITORING:** upon expiration of this agreement at the end of its term identified in paragraph 1 above, this Agreement shall automatically renew for successive one month periods, CUSTOMER may terminate this agreement upon 30 days advance written notice to AUDIO VIDEO SECURITY SYSTEMS INC (AVSS) In the event of termination upon written notice by CUSTOMER. CUSTOMER also agrees to pay all monitoring through the end of the 30 day written notice period. Customer shall be liable for and pay any and all excise, sales, use or other taxes which may be imposed upon AUDIO VIDEO SECURITY SYSTEMS INC (AVSS) or CUSTOMER arising out of this Agreement or its termination.
- **5. DEFAULT, REMEDIES:** Time is of the essence in connection with payments due under this Agreement. In the event the CUSTOMER is in default in the payment of any amounts due under this agreement, AUDIO VIDEO SECURITY SYSTEMS INC (AVSS) may terminate this agreement forthwith without notice to CUSTOMER and retake possession of the System not paid in full and/or the transmitter, wherever the same may be located, without any court order or further process of law; retain all amounts previously received from CUSTOMER; sue for and recover all unpaid amounts due hereunder; and pursue and exercise any other remedy available at law or in equity. All remedies are cumulative and may be exercised concurrently or separately. CUSTOMER agrees to pay AVSS all costs and expenses, including all reasonable attorneys' fees, incurred by AVSS in pursuing or exercising any of its rights or remedies at law or in equity. Interest on unpaid amounts shall be charged at the rate of 1 1/2% per month or the highest rate allowed by law, whichever is more. If the monitoring service is deactivated because of CUSTOMER's failure to timely make payment, and if CUSTOMER desires to have the service reactivated, CUSTOMER agrees to pay in advance AVSS's prevailing reactivation charge.
- **6. FORCE MAJEURE:** AVSS will not be liable for any damages caused by delay in furnishing or failure to furnish equipment or services due to fire, flood, strike, lockout, and dispute with workmen, inability to obtain material, war, act of God, or any other cause beyond AVSS's reasonable control.
- **7. GOVERNING LAW; VENUE:** This Agreement shall be construed under and governed by the laws of Washington. The parties hereto submit to the jurisdiction of any federal or state court sitting in Everett, Snohomish County, Washington, in any action or proceeding arising out of or relating to this Agreement.
- **8. ASSIGNMENT:** CUSTOMER shall not assign this Agreement or any part hereof without the prior written consent of AVSS. AVSS shall have the right to assign this Agreement to any other person, firm, or corporation without notice to CUSTOMER, and shall have the further right to subcontract services which it may perform.

I HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT

X	X	
AVSS authorized person	Signature	
By (print)	By (print)	
Title	Title	
Date	Date	