



CAREGARD ORDER FORM

Order Date: _____

Subscriber Name: _____

Billing Name: _____

Installation Address _____

Billing Address _____

City: _____ State: _____ Zip: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Pass code: _____

Premise Telephone #: _____

Fax #: _____

Comments: _____

Time Zone: Pacific Mountain Central Eastern

Call Forwarding on Premise Telephone Yes No

Call Waiting Yes No

Please provide ACE with the following phone numbers – complete with area codes

Call List	Name	Telephone Number	Call List	Name	Telephone Number
Police			Key Holder 2		
Fire			Office		
EMS			Cellular		
Key Holder 1			Pager		
Office			Other Contact		
Cellular			Other Contact		
Pager			Other Contact		

Medicine Reminder	Time (Use military time)	Medicine Reminder	Time (Use military time)
1		5	
2		6	
3		7	
4		8	

SUBSCRIBER CAREGARD MONITORING AGREEMENT

WHEREAS, the undersigned _____(hereinafter called the SUBSCRIBER), has heretofore entered into an agreement (see CareGard Terms and Conditions below) with ALARM CENTER EXCELLENCE, INC. (hereinafter called ACE), the terms of which provide for monitoring of incoming signals from Subscriber's CareGard system located at the premise as designated on the CareGard Order Form (hereinafter referred to as COF), and ACE Monitoring Receiving Facility.

Subscriber

Michael J. Davenport
President & CEO, Alarm Center Excellence, Inc

CareGard Terms and Conditions

NOW therefore in consideration of the premises and commitments of the parties hereto and for other good and valuable consideration receipt of which is hereby acknowledged, intended to be legally bound, hereby mutually agree as follows:

This agreement is subject to the terms and conditions set forth herein shall commence on the date hereof and shall remain in effect for a period of 12 months. This agreement may be renewed by the Subscriber under the same terms and conditions as set forth herein by notifying Alarm Center Excellence, Inc at least Sixty (60) days prior to the expiration date of this agreement. If such notice is not given, this agreement shall automatically renew for a period of 1 year, first renewal to commence upon the date of expiration of this agreement and each successive term to follow annually upon expiration of any renewal period unless cancelled during such renewal period by either party upon thirty (30) days written notice.

Subscriber agrees to pay Alarm Center Excellence, Inc quarterly which is to be one month before the expiration of the renewal date of the current contract and becomes due thirty days from then.

Subscriber agrees to carefully and properly set the CareGard unit each night and morning, or at such other time as Subscriber shall leave the premise. Subscriber shall carefully and properly test the CareGard unit prior each month and shall immediately report to Alarm Center Excellence, Inc any claim of inadequacy in or the failure of the system.

The CareGard unit at Subscribers premises is to be kept in working order by the Subscriber. Alarm Center Excellence, Inc cannot be responsible at any time for its working condition or any failure of same and therefore the sole duty of Alarm Center Excellence, Inc is to maintain in working order its monitoring/receiving facility. Alarm Center Excellence, Inc, upon receipt of signal from a Subscriber's CareGard system, shall make every reasonable effort to transmit notification of the alarm condition/signal promptly to the police, fire, or other authorities and/or person or persons whose name and telephone numbers are set forth on the COF, received by Alarm Center Excellence, Inc as to each Subscriber unless there is just cause to believe that an emergency condition does not exist. The Subscriber agrees to pay any false alarm assessment taxes, fees or charges related to the providing of such services provided under this agreement which are authorized or imposed by any government or other organization to whose facility the service is connected.

In the event Subscriber shall cause an excessive number of false alarm through carelessness or Subscriber or the malicious or accidental use of the CareGard units or in the event subscriber shall in any manner misuse or abuse the CareGard unit, it shall constitute a material breach of contract on the part of Subscriber, and Alarm Center Excellence, Inc may, at its option, in addition to all other legal remedies, be excused from further performance on the giving of ten (10) days notice to the Subscriber.. Alarm Center Excellence, Inc excuse from performance will not affect Alarm Center Excellence, Inc right to recover damages from subscriber in the event a fine, penalty or fee shall be assessed against Alarm Center Excellence, Inc by any government or municipal agency as a result of any false alarm originating from subscriber's premise. Subscriber agrees to forthwith reimburse Alarm Center Excellence, Inc for payment of said false alarm, fine, penalty or fee in the event Alarm Center Excellence, Inc shall dispatch an agent to respond to a false alarm originating from Subscriber's premises, where Subscriber intentionally or negligently activates the alarm signal and no alarm condition exists, or in the event subscriber shall cause Alarm Center Excellence, Inc to make any service call caused by the inadvertences or negligence of Subscriber, then in that event Subscriber agrees to pay Alarm Center Excellence, Inc the sum of a fee based upon Alarm Center Excellence, Inc current cost.

This agreement may be cancelled without previous notice at the option of Alarm Center Excellence, Inc in the event Alarm Center Excellence, Inc Monitoring Receiving Facility, connection wires or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or from loose of signal wire facilities beyond the control of Alarm Center Excellence, Inc and may likewise be cancelled at the option of the Subscriber in the event that the local premises supervised are so damaged or destroyed.

Parties agree that in the event a conflict of terms or conditions between this agreement and a purchase order it is agreed that this contract shall be supreme and binding. Payment shall be made by the Subscriber when due as stipulated on the invoice. If any payment shall not be made when due, Subscriber shall pay interest on any such delinquent payment at the highest legal contract rate from the date of such delinquency until paid. At the election of Alarm Center Excellence, Inc, when any payment should not be made when due, Alarm Center Excellence, Inc shall send a notice of termination to both the Subscriber and the Subscriber at the respective address of the Subscriber as designated on the COF notifying the Subscriber that the monitoring services provided by ALARM CENTER EXCELLENCE, INC will terminate as specified on the notice of termination.

Time is of the essence hereof, if Subscriber should default in the payment of sums payable to Alarm Center Excellence, Inc hereunder, or if Subscriber should breach or default in the performance of any terms or conditions hereof, and such default or breach should continue for more than ten (10) days, or if a petition under any chapter of the Bankruptcy Act, as amended, or for the appointment of a receiver of any part of the property of Subscriber or any other proceedings for the relief of debtors be filled by or against Subscriber or if Subscriber should make a general assignment for the benefits of creditors, should suspend business or commit an act amounting to business failure, or if an attachment be levied or tax lien be files against any of the Subscriber's property or if Subscriber should make any voluntary assignment or transfer of Subscriber's interest as Subscriber hereunder in a manner or to a person not permitted by the terms hereof, of all or substantially all of its property, then in any of such events, each of which shall constitute a breach of this Agreement, Alarm Center Excellence, Inc at its option, may declare this Agreement in default. Thereupon, Alarm Center Excellence, Inc, shall be entitled to any one or more of the following remedies; (1) To declare due and payable the entire amount of the unpaid total sums for the balance of the terms of this agreement, whereupon the same shall become immediately due and payable; (2) Without demand or legal process to enter the premises as specified on the COF and removed the chip/decode the Subscriber's transmitting equipment which is being monitored by Alarm Center Excellence, Inc, whereupon all right of the Subscriber in and to the services hereunto before provided shall terminate absolutely and Alarm Center Excellence, Inc shall retain all prior payments made previously under this agreement; and (3) to pursue an other remedies as set forth under clause 2 above, Subscriber shall nevertheless remain liable for the unpaid total sums of balance of this agreement, together with the expense of retaking, storing, and repairing the Monitoring equipment and reasonable attorney's fee's incurred by Alarm Center Excellence, Inc incidental thereto. Alarm Center Excellence, Inc rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies in Alarm Center Excellence, Inc favor.

Notice hereunder shall be effective when mailed to the address (s) specified in COF.

Alarm Center Excellence, Inc assumes no liability for delay in installation of the CareGard unit in Subscriber's premise, or interruption of service due to strike, riots, floods, acts of God, or any causes beyond the control of Alarm Center Excellence, Inc, including interruption of telephone service as Subscriber understands that all monitoring signals to Alarm Center Excellence, Inc are received solely by means of telephonic communication. Alarm Center Excellence, Inc shall not be liable for any loss of damage caused by defects or deficiencies in the CareGard equipment of any Subscriber, nor shall Alarm Center Excellence, Inc incur any liability for a delay in response time or non-response of police, fire, or other authorities, institutions, or individuals notified by Alarm Center Excellence, Inc. Alarm Center Excellence, Inc hereby disclaim all warranties, express or implied, including those of merchantability or fitness that its services will deter or prevent any loss which monitoring might alleviate or mitigate.

Subscriber agrees that Alarm Center Excellence, Inc is not an insurer and that no insurance coverage is offered herein. Payments by Subscriber are for monitoring designed to reduce certain risks or loss; though there are no guarantees that the CareGard unit or monitoring will reduce such risks or that no loss will occur. Alarm Center Excellence, Inc is not assuming responsibility and therefore it shall not be liable to Subscriber for an loss or damage suffered by Subscriber as a result of offenses against person(s) or property, burglary, theft, robbery, trespass, smoke, fire, medical, equipment failure, failure of Alarm Center Excellence, Inc or public/municipal authorities to respond to signals, or any other cause whatsoever, regardless or whether such loss or damage or personal injury was caused by or contributed to by Alarm Center Excellence, Inc negligent performance or failure to perform any obligations.

Subscriber agrees that the CareGard unit and monitoring services are not designed or guaranteed to prevent loss by burglary, theft, robber, fire, trespass, medical, smoke, illegal acts of third parties or any other loss. Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from Alarm Center Excellence, Inc negligence, a failure of Alarm Center Excellence, Inc to perform any of the obligations herein, including but not limited to, failure of the monitoring service and/or monitoring equipment to properly operate with a resulting loss to Subscriber because of among other things, (a) The uncertain amount of value of Subscriber's property or the property of others kept on the premises which may be lost, stolen, destroyed, or damaged or otherwise affected by occurrences which that system or service is designed to detect or avert; (b) The uncertainty of the response time of the police department, fire department, paramedic unit, or others, should the police department, fire department, paramedic unit, or others, be dispatched as a result of a signal being received; (c) The inability to ascertain what portion, in any, of any loss which would proximately be caused by Alarm Center Excellence, Inc failure to perform or by its equipment to operate; (d) The uncertain nature of occurrences which might cause injury or death to Subscriber or any other person which the system is designed to detect or avert; (e) The nature of the service to be performed by Alarm Center Excellence, Inc. If notwithstanding the terms of this Agreement, there should arise any liability on the part of Alarm Center Excellence, Inc as a result of its negligence, gross negligence or failure to perform any obligations, such liability shall be limited to and fixed at the sum of two hundred and fifty dollars (\$250.00) as liquidated damages. Such liabilities are herein set forth are fixed as liquidated damages and not as a penalty and this liability shall be complete and exclusive. The provisions of this paragraph shall apply in the event or loss or damage irrespective of cause of origin, resulting directly or indirectly to person or property from the performance or non-performance of the obligation set forth under the terms of this Agreement or from negligence, active or otherwise of Alarm Center Excellence, Inc., its agents or employees.

The parties agree that there are no third party beneficiaries of this Agreement. Subscriber waives any right of subrogation Subscriber's insurance carrier may otherwise have against Alarm Center Excellence, Inc arising out of this Agreement or the relation of the parties hereto. Subscriber hereby releases, discharges and agrees to hold harmless Alarm Center Excellence, Inc from any and all claims, lawsuits, liabilities, damages, loss or expenses arising from or caused by Alarm Center Excellence, Inc negligent performance or failure to perform under this Agreement. Subscriber agrees to indemnify Alarm Center Excellence, Inc against, defend, and hold Alarm Center Excellence, Inc harmless from any claims or subrogation which may be brought against Alarm Center Excellence, Inc by any insurer or insurance company or its agents or assigns, including payment of all damages, expenses, costs and attorney's fees.

This Agreement as to any Subscriber shall not be assignable by the Subscriber except upon the written consent of Alarm Center Excellence, Inc first obtained.

This Agreement is made and shall be governed by the laws of the State of South Carolina.

It is the responsibility of the Subscriber to insure that the services and notifications entered upon the COF are proper and correct and that the form is signed by the Subscriber. Only upon the receipt of such form will monitoring service commence, provided all other terms and conditions of this Agreement have been satisfied. Any additions or amendments must be made in writing and agreed to by Alarm Center Excellence, Inc. No verbal agreements shall alter the above Agreement.