



CENTRALARM MONITORING

ALARM MONITORING SERVICE AGREEMENT

FOR OFFICE USE ONLY

DATE: _____
 FREQUENCY: _____
 SERV. CODE: _____

DATE: 11-19-14 PASSCODE: _____ ACCOUNT NUMBER: 5060-4269

New Account **Transfer** **Other** _____

Customer: 274 PARK AVE

Installer Name: MAINE STATE SECURITY

Address: 274 PARK AVE

Installer #: 280

City: PORTLAND

Call Waiting: Yes No

State: ME Zip Code: 04102

Call Answering Yes No

Email/Text: _____

Default: CID

Directions: _____

Panel Type: SK5600

Residential Commercial

TERMS OF ALARM MONITORING AGREEMENT

1. **MONITORING SERVICE.** Customer hereby represents that it has contracted, or is about to contract, with the Installer for the installation of an electro-protective system at premises owned or occupied by the Customer and that, in connection with such installation, has also requested monitoring service of said system. Installer and Customer have entered into an agreement whereby the Installer will provide monitoring services for the Customer; such services to consist solely of those described herein. Installer has subcontracted such monitoring services to the Centra-larm Monitoring, Inc. (the "Company") and the Company agrees to perform monitoring services solely as the subcontractor of Installer upon the terms and conditions set forth in this Agreement. **INSTALLER IS NOT OWNED OR OPERATED BY THE COMPANY AND IS AN INDEPENDENT ENTITY. CUSTOMER AGREES THAT THE COMPANY DOES NOT ASSUME AND SHALL NOT BE LIABLE FOR ANY ACTS OR OMISSIONS OF INSTALLER.** The Company's sole obligation under this Agreement shall be to monitor, without liability, signals received from the electro-protective system installed on the Customer's premises. When a signal from the system is received in the Company's monitoring facility the Company will try to telephone the proper police or fire department, paramedic unit or other authorities and the first available person on Customer's emergency call list at such number as has been provided by the Customer or Installer. To avoid false alarms, the Company may call Customer's premises first to determine if an actual emergency exists before the Company calls any authorities. If the Company has reason to believe that no actual emergency exists, the Company may choose not to place such calls. The Company may discontinue any particular response service by giving Customer written notice if required to do so by any governmental agency or the Company's liability insurance provider. **MONITORING SERVICE WILL NOT BEGIN UNTIL THE COMPANY HAS RECEIVED AND APPROVED: (A) A FULLY EXECUTED COPY OF THIS AGREEMENT, (B) VALID TEST SIGNALS FROM THE SYSTEM, AND (C) ANY REQUIRED LICENSING INFORMATION.**

2. **TERM, SUSPENSION, DISCONNECTIONS.** This Agreement shall continue for as long as the Installer contracts with the Company for the performance of monitoring services for Customer. In the event that (i) Installer notifies the Company of its termination of service for Customer for any reason, or (ii) the Installer fails or refuses to make payment for services furnished, or to be furnished, to the Customer, or (iii) if the electro-protective system is not maintained in good operating condition, or (iv) in the event the agreement between Installer and the Company is terminated by the Company, the Company will give the Customer at least ten (10) days notice of termination of such services to the Customer and, upon giving such notice, this Agreement and all the Company's responsibilities hereunder shall come to an end as of the date fixed in such notice, unless Customer otherwise elects to have the Company continue the performance of monitoring services for Customer as outlined hereunder. The Company will not be obligated to notify Customer in the event Installer terminates the agreement between Installer and the Company for any reason. Upon termination of this Agreement it shall be the obligation of the Customer to disconnect the transmitting device which transmits the alarm signal to the Company and the Customer shall allow the Installer or an agent of the Company to enter the premises during regular business hours and disconnect the transmitting device. Customer's failure or refusal to disconnect the transmitting device shall cause Customer to be liable for all loss or damage the Company may sustain including, but not limited to, the Company's inability to assign to another user of the Company's alarm monitoring service the number designation theretofore assigned to the Customer. Should Customer elect to have Company continue the performance of monitoring services, Customer must provide written notice pursuant to paragraph #13 of this Agreement to Company of same no later than ten (10) days following Customer's receipt of notice of termination of services by Company. Monitoring service may thereafter be provided to Customer by the Company or a third-party designee of the Company upon the execution of a monitoring contract between Customer and Company, or its designee, which shall supersede and replace the former monitoring contract respecting Customer's premises entered into between Customer and Installer. This Agreement may also be suspended at the Company's option, should the protective equipment or the premises of the Customer become so substantially disabled or damaged that further service is impracticable, or if the rendering of such service is not possible by reason of strike, riots, floods, fires, interruption of telephone or other communication services, ruling or action of any governmental authority, acts of God, or any other cause beyond the control of the Company.

Subject to Terms and Conditions of this Agreement (including the reverse side) the subscriber agrees to subscribe for the CENTRA-LARM MONITORING.

X  _____
 (Authorized signature)

ACCEPTED: CENTRA-LARM MONITORING
 By: _____
 Date: _____

MAINE STATE SECURITY SERVICES

Mailing address:
 PO Box 157
 East Waterboro ME 04030

Physical Address:
 1308 New County Road
 Dayton, ME 04005

Name / Address
TRIDENT LLC KEITH LOURDEAU ATTN: 274 PARK AVE ACT

Estimate

Date	Estimate #
11/11/2014	1103



Terms
Net 15

Description	Qty	Cost	Total
CURRENT SERVICES AT 274 PARK AVE PORTLAND MAINE			
ANNUAL MONITORING OF THE FIRE ALARM SYSTEM VIA 2G GSM RADIO, THIS RADIO MEETS NFPA72 AS A SOLE COMMUNICATION DEVICE, IT TRANSMITS SIGNALS TO THE CENTRAL STATION EVERY 15MINS	1	600.00	600.00
OF NOTE: AT&T HAS ANNOUNCED THAT THIS COMING YEAR (NOT DATE GIVEN) THE 2G GSM NETWORK WILL BE SHUT DONE ACROSS THE COUNTRY TO MAKE MORE SPACE FOR EXPANSION OF THE 4G NETWORK, THE GSM RADIO AT THIS FACILITY WILL NEED TO BE REPLACED AT THAT TIME WITH EITHER A 4G GSM RADIO AT THE COST OF \$500 OR BRINGING IN 2 PHONE LINES TO THE ALARM PANEL,			
ANNUAL REQUIRED NFPA FIRE ALARM TESTING AND INSPECTION AS DESCRIBED IN NFPA 72 AND CHAPTER 10 OF THE PORTLAND FIRE ALARM ORDINANCE, THIS INCLUDES THE CITY REQUIRED INSPECTION STICKER	1	250.00	250.00
Subtotal			\$850.00
Sales Tax (5.0%)			\$0.00
Total			\$850.00

Signature

MAINE STATE SECURITY SERVICES

1308 NEW COUNTY ROAD
DAYTON, ME 04005
207-247-4371
A DIVISION OF L'HEUREUX INC.

This Service Agreement is entered into by and between Maine State Security Services, owned and operated by L'Heureux, Inc., a Maine corporation with a place of business in Dayton, Maine ("Contractor") and 274 PARK AVE _____, of PORTLAND _____, Maine ("Customer").

1. Contractor hereby agrees to service Customer's [X] Fire Alarm System; [] Intrusion Alarm System; [] _____ located at 274 PARK AVE PORTLAND ME.

a) In the case of a fire alarm system, Contractor will service it in accordance with the standards set forth in NFPA 72 including annual testing.

b) In the case of an intrusion alarm system, _____

c) In the case of a _____ system, _____

2. Customer shall pay Contractor an annual service fee of \$ 250.00 _____ due and payable on the execution hereof and due on each anniversary date of this Agreement if it is renewed as set forth in Section 3 below. Contractor will inform Customer of any change in the annual service fee hereunder prior to expiration of any one year term hereof.

3. This Service Agreement shall automatically renew for one year terms unless terminated by either party by written notice to the other at least 30 days prior to the expiration of the then existing term. If Contractor elects to change its service fee hereunder, it must provide written notice of that change at least 30 days prior to the expiration of the then existing term.

4. Contractor must have reasonable access to the Customer's property to complete all requested service work.

5. Contractor will provide the regular service inspections referenced in Paragraph 1 above. Contractor will not provide any parts associated with the system, nor will it provide any maintenance or repairs to the system under the terms of this Agreement. If any maintenance or repair work to the system is required, Contractor will provide that work and any materials at Contractor's customary hourly rates and material costs.

6. IT IS UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT CONTRACTOR IS PROVIDING SERVICE FOR THE SYSTEM IN AN ATTEMPT TO MAKE SURE THAT THE SYSTEM IS WORKING PROPERLY TO REDUCE THE RISK OF LOSS BUT THAT CONTRACTOR IS NOT ASSUMING THE RESPONSIBILITY FOR LOSSES WHICH MAY OCCUR IN CASES OF MALFUNCTION OF THE SYSTEM EVEN IF DUE TO CONTRACTOR'S NEGLIGENCE OR FAILURE OF PERFORMANCE. THEREFORE, CONTRACTOR IS NOT AN INSURER AND CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO SECURE INSURANCE FOR ITS REAL AND PERSONAL PROPERTY AND THE AMOUNTS PAYABLE TO CONTRACTOR HEREUNDER ARE BASED UPON THE VALUE OF SERVICES AND THE SCOPE OF LIABILITY AS HEREIN SET FORTH AND ARE NOT BEING PAID TO PROVIDE ANY KIND OF GUARANTY OR WARRANTY.

7. CONTRACTOR DOES NOT MAKE ANY REPRESENTATION OR WARRANTY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, THAT THE SYSTEM MAY NOT BE COMPROMISED OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED.

8. It is agreed that it is impractical and extremely difficult to determine actual damages, if any, which may proximately result in the failure of Contractor to perform any of its services hereunder. Customer does not desire this contract to provide full liability of Contractor and agrees notwithstanding the provisions of Paragraph 6 above, if Contractor should be found liable for loss, damage or injury due to a failure of service or equipment in any respect, such liability shall be limited to a sum equal to 10% of the annual service charge or \$250.00, whichever is greater, as agreed upon damages and not as a penalty, which agreed upon damages shall be the exclusive remedy. No suit or action shall be brought against Contractor more than one (1) year after the accrual of the cause of action. In the event any person, not a party to this contract shall make any claim or file any lawsuit against Contractor for failure to provide service or failure of the equipment in any respect, Customer agrees to indemnify, defend and hold Contractor harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys fees.

9. Contractor agrees to use due diligence to provide regular service as required under this Agreement but Contractor shall not be liable for any interruption of service or any defects in service due to or caused by strikes, riots, unavoidable accidents, acts of others, acts of God, acts of the Customer, or weather or other causes beyond Contractor's control. In the event of any such occurrence, Contractor shall use its best efforts to continue to perform its service obligations hereunder and, in the event of an interruption of service, to resume the performance of service as soon as possible thereafter.

10. Customer may not assign its rights under this Service Contract to any third party. Furthermore, Customer, on behalf of itself and all parties claiming under it, hereby releases and discharges Contractor from all claims and liability arising from or caused by any hazards covered by insurance on the Customer's real and personal property, regardless of how or by who caused.

11. CUSTOMER ACKNOWLEDGES THAT LIABILITY IS LIMITED AS SET FORTH HEREIN. CUSTOMER FURTHER ACKNOWLEDGES THAT IT WAIVES ALL CLAIMS OF LIABILITY AGAINST CONTRACTOR RELATED TO THE INSTALLATION OR OPERATION OF THE SYSTEM EXCEPT AS MAY BE PROVIDED IN THIS SERVICE AGREEMENT OR IN A PRIOR INSTALLATION AGREEMENT BETWEEN CUSTOMER AND CONTRACTOR, IF ANY. CONTRACTOR SHALL NOT BE LIABLE FOR ANY PRIOR WORK DONE BY IT ON THE SYSTEM REGARDLESS OF WHETHER OR NOT ANY PRIOR WAIVER OR RELEASE WAS EXECUTED BY CUSTOMER IN FAVOR OF CONTRACTOR.

12. This contract contains the entire Service Agreement between the parties and supersedes all prior oral or written agreements or dealings between the parties hereto. If any agreements between the parties hereto are inconsistent with the terms of this agreement, the terms of any Installation Agreement will control. If there is no such Installation Agreement, then the terms of this Service Agreement shall control. Any modifications to this Agreement must be made in writing, signed by both parties. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors, heirs and assigns (subject to the prohibition against Customer assigning its rights under this Agreement). This Agreement shall be construed as a Maine contract. All proceedings pertaining to this Agreement shall be adjudicated in the state of Maine. In the event that any provision of this Agreement shall be determined to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provisions of this Agreement.

CONTRACTOR:

CONTRACTOR:



994 CANDIA ROAD
 MANCHESTER, NH 03109
 Phone: 603.623.7930 Fax: 603.668.1117
 E-Mail: inputting@centragroup.net

ALARM MONITORING DATA ENTRY FORM

Installer #: 280	Date: 11-19-14	Account #: 5060-4269	Radio #:		
Pass Code:	Transfer:	New:	Revision:		
ACCOUNT INFORMATION:		Directions:			
Subscriber:	274 PARK AVE				
Address:	274 PARK AVE				
Address:					
City/State/Zip	PORTLAND ME 04102				
Telephone 1:	NO PREMISE #				
Telephone 2:					
Call Waiting:	Call Answer:				
Panel Type:	SK5600			Default:	CID
Comments:					

ALARM CODE DEFINITIONS					
Code	Condition	Action	Code	Condition	Action

	7.	Call List	Phone/Email/*Text	Time Frame	Passcode**
1. Premise 2. Police 3. Fire 4. Medical 5. Installer 6. Other 7. Call List	A)				
	B)				
	C)				
	E)				
	F)				
	G)				
	Installer:	MAINE STATE SECURITY			
Other:	LOG				

INSTALLATION CONTRACT
(With Monitoring/Service Option)

1. PARTIES: This Contract is between:

(Name) **Maine State Security Services**)
Owned and operated by)
L'Heureux, Inc.)
(Address) 1308 New County Road) called "Contractor"
Dayton, ME 04005) in this Contract
(Phone) 1-800-273-4371)

(Name) TRIDENT LLC)
(Address) 151 VAUGHAN ST.) called "Customer"
PORTLAND, ME 04102) in this Contract
(Phone) 781-710-4030)

2. LOCATION: The property upon which the work is to be done is located at:

274 PARK AVE PORTLAND ME

Customer represents to the Contractor that Customer is the legal owner of the property where the work is to be done, or that Customer is fully authorized by the owner of the property to enter into this Contract and to have the work performed on the property.

3. WORK DATES: a. the estimated date of commencement of the work described in this Contract is:

If this agreement includes a Monitoring/Service Agreement the term of that portion of the Agreement will have a term of 1 years from the date of service is operative under this Agreement. Thereafter the Monitoring/Service component will be renewable annually unless terminated by either party on written notice to the other at least 30 days before the expiration of the then existing term. The terms of the Monitoring/Service Agreement are attached hereto as Exhibit "B".

In the event Contractor is unable to obtain materials or subcontractor labor from Contractor's usual sources due to strikes, lockouts, military operations, abnormal prices or requirements, or in the event the work is stopped on the request or order of the municipality, or in the event delays in construction are occasioned by unusual weather conditions, the date for commencement and/or completion shall be extended by the number of days of delay caused by such conditions or the actions of other contractors. (Loss of work due to more than five (5) days of bad weather, or bad weather for more than 10% of the working days between the date of commencement and the estimated completion date, whichever is less, prior to the work, shall be deemed to be an unusual weather condition).

4. CONTRACT PRICE: The total price for work shall be SIX HUNDRED DOLLARS (\$600.00), and shall be paid as provided in the next paragraph. The total price stated in the preceding sentence is (check one and initial):

- a. The total contract price, including all costs to be incurred in the proper performance of the work. The contract price will increase or decrease only upon written change order signed by both parties.
(Init.)
- b. The Contract is on a "cost-plus" basis, and the price stated above is the estimate of the cost of labor and materials. The final price may be higher or lower than the estimated price, depending upon the amount and cost of labor and materials necessary to fix the proper completion of the job.
(Init.)
- c. Other: _____
(Init.)

5. PAYMENT SCHEDULE: The price for the work shall be paid as follows:

- a. _____ not more than one-third (1/3) prior to beginning the work in residential projects
- b. 100% upon COMPLETION
- c. _____ upon _____
- d. _____ upon substantial completion (and issuance of certificate of occupancy, if required by local ordinance)
- e. Other provisions regarding payment: Customer must also pay all applicable sales taxes with each installment.

6. DESCRIPTION OF WORK: (Attach Plans, Drawings, or additional pages as necessary):

Contractor agrees to install or cause to be installed and service the equipment to be referred to as the "system" set forth below and on the Schedule "A" attached hereto.

- | | |
|---|--|
| <input type="checkbox"/> Burglar Alarm Off Premises Monitoring | <input type="checkbox"/> CCTV System |
| <input checked="" type="checkbox"/> Fire Alarm Off Premises Monitoring (of local alarm) | <input type="checkbox"/> Environmental Alarm |
| <input type="checkbox"/> Hold Up Alarm Off Premises Monitoring | <input type="checkbox"/> Card Access |
| <input type="checkbox"/> Digital Dialer Communication | |
| <input type="checkbox"/> Local Burglar Alarm | |
| <input type="checkbox"/> Local Fire Alarm | |
| <input checked="" type="checkbox"/> Cellular Radio Telemetry | |