

Centurion Alarm Services, Inc.

10223 FM 1464 Road
 Richmond, TX 77469
 281-277-7070
 License: (TX)B03799;

Alarm Monitoring Agreement

1. This Agreement is made this 15 day of Aug, 2009 by and between Centurion Alarm Services, Inc. (the "Company") and the "Customer" who owns the residence or business located at the address shown below (the "Premises"). Company agrees to provide, or cause to be provided, the alarm monitoring services for the security alarm system (the "System") installed at the Premises as set forth herein.

Customer Name: _____ Home Phone: _____ Work Phone: _____

Customer Name: _____ Home Phone: _____ Work Phone: _____

Business Name: BellaVita Clubhouse Contact Name: _____ Phone: 281-464-3150

Business Type (check one): Corporation LLC Partnership Proprietorship Other: _____

Premises: Address, City, State Zip: 1548-B North Riviera Circle Pearland, TX 77581

Billing Address (if different from Premises): Address, City, State Zip: 5295 Hollister St. Houston, TX 77040

2. MONITORING SERVICES PROVIDED: (Check All Boxes That Apply)

24-Hour Monitoring \$ _____ /month

Other _____ \$ _____ /month

Commercial Services:

Opening & Closing Service \$ 15 /month

Supervised O&C Service \$ _____ /month

Total Monthly Fee \$ 15 /month

Monitoring Activation Fee \$ 0

Requested Payment Method: (Select One)

Monthly Invoice

Auto-Pay (Attach voided copy of check. Please verify ABA on Savings with your bank)

Type of Account: Checking Credit Union

Savings Account Number: _____

ABA Routing Number: _____

Credit Card: VISA MC Discover Amex

Expiration Date (Month/Year): ____ / ____

Credit Card Number: _____

Address on Statement: _____

Lifetime Service Plan Option with \$50 Trip Charge (Check One): Yes No
 Customer Initials (Required): _____

Company, or its contractor, upon receipt of a signal from Customer's Premises indicating that the System has been activated, is responsible only for endeavoring to notify the police, fire, medical services unit, guard service, other authorities, or other persons whose names and telephone numbers are set forth in the subscriber contact list to be completed by Customer and submitted to Company. Company or its contractor may attempt to verify the nature of the emergency by communicating with someone at the Customer's Premises or by notifying a guard service prior to notifying the emergency contacts named in the subscriber contact list. Customer understands that neither Company nor its contractor represents or promises that anyone notified will respond to the call (see disclaimers in Section 5), and Customer releases Company and its contractor from any and all responsibility or liability for any failure or delay in responding to any such notification. Customer understands that Company will not send any Company personnel to Customer's location in response to any alarm signal. Customer authorizes Company to temporarily disconnect the service for nuisance or safety reasons if Company is unable to notify Customer or Customer's emergency contacts or if Customer or Customer's emergency contacts refuse or fail to arrive at Customer's location within a reasonable time.

3. SERVICE FEES & TERM OF AGREEMENT: This Agreement shall continue for an initial term of three (3) years, unless earlier terminated pursuant to the provisions hereof, and shall thereafter automatically renew on a month-to-month basis, unless either party gives proper written notice of cancellation to the other party at least thirty (30) days prior to the end of the initial or any renewal term. To prevent unauthorized cancellations, "proper written notice" means a signed written notice including name, address, account number, and account password. Customer agrees to pay the total monthly fee above plus all sales, service, property, use and local taxes; any permit fees, any false alarm charges, telephone charges, return check charges, or Late Charges, if applicable, whether imposed on Company or Customer. Company may increase Total Monthly Fee up to 5% annually during the initial or any renewal term without prior notice. Return check charges are \$25.00 or 5% of the face value of the check, whichever is greater.

FINANCIAL DISCLOSURE STATEMENT

THERE IS NO FINANCE CHARGE OR COST OF CREDIT (0% APR) ASSOCIATED WITH THIS AGREEMENT.		
A. Number of Payments for the Original Term is <u>36 N/A</u>	B. Amount of Each Payment is \$ _____ (Total Monthly Fee from above)	Total of Payments for the Original Term is \$ _____ (A. times B.) (exclusive of any applicable levies, charges, taxes, fees, fines and rate increases)
Late Charge - Company may impose a one time late charge on each payment that is more than ten days past due, at the maximum amount permitted by law, up to \$5.00.	Prepayment - If you prepay the Total of Payments prior to the end of the original term of this Agreement, there is no penalty or refund.	See Section 15 of this Agreement for additional information about nonpayment, default and liquidated damages.

RIGHT TO CANCEL

YOU, THE CUSTOMER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. PLEASE SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

CUSTOMER RESPONSIBILITY TO READ AGREEMENT

CUSTOMER ACKNOWLEDGES THAT THEY HAVE RECEIVED A COPY OF THIS AGREEMENT AND HAVE READ AND UNDERSTOOD ALL TERMS AND CONDITIONS INCLUDING THOSE CONTAINED ON THE REVERSE SIDE INCORPORATED BY REFERENCE HEREIN. THESE TERMS AND CONDITIONS INCLUDE DISCLAIMER OF WARRANTIES IN SECTION 5, A \$1,000 LIMITATION OF LIABILITY IN SECTION 6, A LIST OF CUSTOMER'S RESPONSIBILITIES IN SECTION 7, AND AN ARBITRATION CLAUSE IN SECTION 14. CUSTOMER AUTHORIZES PAYMENT BY THE METHOD SPECIFIED ABOVE.

Accepted and Copy Received by:

Ruth K Southard
 Customer Name (Please Print) 8/26/09
~~Social Security No.~~

Ruth K Southard
 Customer Signature Date

8/12/09
 Sales Representative Signature Date

ELIZABETH WOODS
 Customer Name (Please Print) 8/26/09
 Social Security No.

Elizabeth Woods
 Customer Signature Date

Representative's State ID# _____ Date

THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNLESS EITHER APPROVED IN WRITING BY AN OFFICER OF COMPANY OR COMPANY BEGINS MONITORING SERVICE.

ACCEPTED BY COMPANY: _____ (Authorized Signature) Date: _____

Company Use Only

<input type="checkbox"/> Digital Monitoring	Account Number:	Special Services:	Date Installed:	Next Billing Date:
<input type="checkbox"/> Two-Way Voice				

If you are an Alabama resident, complaints against the licensee may be directed to the Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Suite 392, Montgomery, AL 36116, (334) 264-9388. In Arkansas, licensing is regulated by the Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock, AR 72209, (501) 618-8600. In California, alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, CA95814. In Florida, licensing is regulated by the Florida Department of Professional Regulation. Complaints may be directed to P.O. Box 6687, Tallahassee, FL 32314-6687, (904) 488-5381. In North Carolina, licensing is regulated by the North Carolina Alarm Systems Licensing Board, 1631 Midtown Place, Suite 104, Raleigh, NC 27609 (919) 875-3611. In Texas, licensing is regulated by the Texas Department of Public Safety Commission on Private Security Bureau, P.O. Box 15999, Austin, TX 78761-5999, (512) 424-2000.

4. BILLING/LATE CHARGES/RETURN CHECK FEES: The intention of the Company is to conform strictly to applicable state law, and in the event that any Late Charges or Return Check Charges are held to be in excess of the highest lawful amount, such charges shall be reduced to the highest lawful amount and any excess charges will be promptly refunded or applied against other payments due hereunder, at Company's option. Auto-Pay and Credit Card payment Customers will not receive a billing statement. Company will follow local laws and ordinances regarding the dispatching of assistance. Should additional charges be incurred in following the local laws and ordinances, Customer will bear the total responsibility for the charges.

5. DISCLAIMER OF WARRANTIES: Neither Company nor its contractor represents or warrants that the System or the monitoring service will prevent any loss by burglary, fire, robbery or otherwise, or that the System or the monitoring service will in all cases provide the notification service for which it is intended. Customer acknowledges and agrees that neither Company nor its contractor has made any representations or warranties, express or implied, including without limitation the condition of the System or the monitoring service, their merchantability or their fitness for any particular purpose, other than those expressly contained herein. Customer acknowledges and understands that the System or Company's or its contractor's equipment may fail to function properly and that Company or its contractor may fail to properly respond to the receipt of a signal from the System. Customer acknowledges and agrees that there are no warranties which extend beyond the face of this Agreement and that neither Company nor its contractor has control over the response time or capability of any agency or person who may be notified. In the event that Company is determined to be directly or indirectly liable for any loss, damage, or injury, Customer understands and agrees that the limitation of liability in Section 6 applies.

6. COMPANY IS NOT AN INSURER AND LIMITATION OF LIABILITY: Customer acknowledges and agrees that neither Company nor its contractor is an insurer; that Customer assumes all risk of personal injury and loss or damage to Customer's Premises or to the contents thereof. Customer further acknowledges and agrees that if any insurance is desired, Customer must obtain it. In addition to the Company's other rights at law or under this Agreement, the Customer specifically releases the Company and its contractor from any liability for any event or condition covered by the Customer's insurance. Customer understands and agrees that if Company or its contractor should be found liable for loss or damage due to Company's or its contractor's negligence, failure to perform any of the obligations herein, or failure of the monitoring service or the equipment in any respect whatsoever, Company's and its contractor's liability shall be limited to the sum of One Thousand Dollars (\$1,000) and this liability shall be Company or its contractor's sole and exclusive liability. If Customer wishes Company or its contractor to assume a greater liability, Customer may obtain from Company a higher limitation of liability by paying an additional periodic service charge to Company. If Customer elects to exercise this option, a rider shall be attached to this Agreement setting forth the terms, conditions and the amount of the limited liability and the additional periodic charge. Such rider and additional obligation shall in no way be interpreted to hold Company or its contractor as an insurer.

7. CUSTOMER'S DUTIES: Customer shall maintain the System in good operating condition and shall secure and maintain all licenses or permits that may be necessary from governmental or insurance authorities for the continued monitoring and use of System. Customer shall properly test and set the System immediately prior to the securing of the Premises. The Customer is responsible for testing the System monthly and notifying Company or its Contractor promptly if Customer believes there is a problem with the System. Customer agrees to provide Company and its contractor with written notice of any changes, revisions and modifications to the system, and further agrees to provide and maintain current and correct subscriber and emergency contact information with Company and contractor.

8. DISCONNECTION: Company or its contractor may terminate monitoring services in the event the Customer is in breach of or default under this Agreement. Upon such event, this Agreement and all of Company's responsibilities hereunder shall cease, and Customer agrees that Company or its contractor shall have no liability if such monitoring services are terminated. Upon termination of this Agreement, Customer agrees to permit Company or its Contractor to discontinue monitoring and to either remotely disconnect Customer's system from the monitoring network or to enter Customer's Premises and disconnect the System from Company's or its contractor's monitoring network. System may not be monitored by other alarm companies without reprogramming or replacement of the communicator.

9. TRANSMISSION SYSTEMS: The Customer acknowledges and understands that: (a) the System communicates with the monitoring facility over one or more transmission systems such as the public telephone system, VOIP, DSL, broadband, cellular, radio, internet, etc.; (b) these transmission systems are beyond the control of the Company and are owned, maintained, and serviced solely by the applicable transmission system provider; (c) these transmission systems may not always be reliable, may become obsolete, or may become incompatible with this intended usage; (d) in the event that Customer's transmission systems are out of order, disconnected, severed, or otherwise interrupted, signals from Customer's System will not reach the central station and the Company or its contractor will have no way to know about the problem; and (e) any changes made to these transmission systems may disrupt communications from the System to the central station. The Customer understands that all aspects of the transmission system are beyond the control of Company and its contractor and, therefore, the Company and its contractor assume no responsibility or liability for its continued fitness for the intended purpose, reliability, or any other aspect of its operation. If Customer makes any changes to the transmission systems related to the premise, customer understands that the System may not function properly. The Customer must test the system after any change to the transmission systems related to the premise. The Customer will immediately notify the company or its contractor of any problems with or changes to the System or transmission systems. If Customer has chosen a means of communication which causes the System to seize control of a transmission system in order to communicate with the central station, Customer understands that they will not be able to use that same transmission system to call for emergency response during the time that the transmission system is in use. The Customer understands that the use of certain transmission systems are regulated by government agencies and/or the Federal Communications Commission. Customer understands that Customer is solely responsible for any impact that changes in laws, rules, regulations, or policies may have in necessitating alterations in or changes to the Customer's System or to transmission systems used for communication to the central station.

10. INTERRUPTION OF SERVICE: Neither Company nor its contractor assumes any liability for interruption of monitoring service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption, or unavailability of telephone service, acts of God, or for any other cause beyond the control of Company or its contractor. Neither Company nor its contractor will be required to supply monitoring service to Customer while any such cause continues and Customer shall not be entitled to any notification of any interruption of service or to any refund or credit of any charges for such an interruption of monitoring service. Company or its contractor may suspend or cancel this Agreement without notice or liability or penalty should the System, Customer's Premises, or Company or its contractor's monitoring facilities become so substantially damaged that further service is impractical, or in the event that Company or its contractor is unable to either secure or obtain the connections or privileges necessary for the transmission of signals between Customer's location, Company or its contractor's monitoring facility and local police or fire departments. Neither Company nor its contractor shall have any liability for delay in installation or maintenance of the equipment.

11. THIRD PARTY INDEMNIFICATION: Customer agrees to and shall indemnify, defend, and hold harmless Company and its officers, directors, employees, agents, contractors and any person or entity for whom the Company is legally responsible, from and against any and all claims arising from this Agreement brought by parties other than the parties to this Agreement.

12. SUBROGATION: Customer hereby releases, discharges, and agrees to hold Company and its contractor harmless from any and all claims, liabilities, damages, losses or

expenses, arising from or caused by any hazard covered by insurance in or on the Customer's Premises whether said claims are made by Customer, his agents, or insurance carrier or other parties claiming under, or through Customer. Customer agrees to indemnify, defend and hold harmless Company and its contractor from any action for subrogation which may be brought against Company or its contractor by any insurer or insurance carrier, or its agents or assigns, including the payment of all damages, expenses, costs and attorney's fees. Customer shall notify his insurance carrier of the terms of this provision.

13. LIMITATION ON ACTIONS: Both parties hereby agree that no suit or action that relates in any way to this Agreement (whether based upon contract, negligence or otherwise) shall be brought against the other more than one (1) year after the accrual of the cause of action therefrom.

14. BINDING ARBITRATION: The parties agree to resolve through binding arbitration all suits, causes of action, controversies, claims, disputes, differences, disagreement or matters at issue (collectively referred to as "claims"), whether or not they arise by virtue of this Agreement, are of an extracontractual, contractual or other nature, arise by virtue of regulations or common law, that the parties may have between themselves and their respective principal organization, subsidiaries and affiliates as well as with the officers, directors, employees or agents acting within or outside of the scope of their capacity. The parties agree that arbitration shall be conducted according to Federal Arbitration Act ("FAA") rules, unless the matter in arbitration is not covered under FAA, in which case the arbitration will be conducted in accordance with the applicable commercial arbitration rules of the American Arbitration Association ("AAA"). If one of the parties refuses to honor its obligation under this arbitration agreement, the other party may compel arbitration in state or federal tribunals in Dallas, Texas, or if this Agreement is not held by or assigned to Monitronics Funding LP, in a state or federal tribunal where the nearest AAA office is located, to which jurisdiction both parties voluntarily submit. Notwithstanding the aforementioned, the arbitrator is not authorized to grant punitive damages with respect to any claim. The costs of any arbitration, including registration and transcription costs, administrative costs, attorney fees, and all other fees and costs, shall be paid by the non-prevailing party as determined by the arbitrator, or shall be levied in an equitable manner as determined by the arbitrator. The arbitrator shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability or formation of this arbitration agreement including any claim alleging that all or part of this Agreement is null or voidable. The proceedings conducted under this arbitration agreement, including any order, decision or award by the arbitrator, shall be held in confidence by the parties. The parties acknowledge that by virtue of the execution of this agreement they waive all rights that they may have to a jury trial or bench trial as relates to any claims alleged by the other party, except as otherwise provided in this paragraph. The provisions of this Agreement which apply to any claim will remain in effect even after this Agreement is terminated.

15. REMEDIES: Customer shall be in default hereunder and there shall be a breach of this Agreement if: (a) Customer fails to pay any fees or charges of any kind when due or fails to perform other obligations set forth in this Agreement and such failure continues for a period of ten (10) days after issuance of written notice by Company; (b) Customer attempts to remove, sell, transfer or encumber the System except as expressly permitted herein; or (c) Customer otherwise fails to comply with any of its obligations hereunder. In the event of Customer's default or breach hereunder, Company may at its option do any or all of the following: (i) by notice to Customer, terminate the Agreement; and/or (ii) declare immediately due and payable to Company all accrued charges incurred prior to the effective date of termination of service, and in as much as the breach of this Agreement by Customer will cause serious and substantial damage to Company and because it will be difficult if not impossible to prove the amount of such damage, Customer will pay an additional amount as liquidated damages and not as a penalty, an amount equal to eighty percent (80%) of the remaining payments which Customer would have been obligated to pay from the effective date of termination until the end of the existing Agreement term. Should liquidated damages be unavailable under state law, Customer acknowledges and agrees that Company or contractor shall still be entitled to recover all sums which they may otherwise be entitled to under the law by virtue of Customer's default. All amounts are due immediately without presentment, demand, protest, or further notice of any kind all of which are expressly waived by the Customer.

16. FALSE ALARMS: Customer understands that local governments may levy a fine or charge for any false alarms or signals, and Customer agrees to assume all responsibility for and indemnify the Company and its contractors, officers, employees, and agents against any false alarm or signal and to pay related fees, levies, court costs, attorney fees, and fines. If, in Company's sole judgment, it is determined that the Customer is generating an excessive number of false alarms or signals which may affect Company's or its contractor's monitoring facilities. Company or its contractors may charge Customer a fee for processing such false alarms and/or Company may cancel this Agreement. In the event of cancellation of this Agreement, neither Company nor its contractor shall refund any moneys previously paid by Customer and shall retain the right to collect any moneys due or to become due hereunder.

17. LIFETIME SERVICE PLAN OPTION: If the Lifetime Service Plan is included in the Total Monthly Fee, Company will provide repair or maintenance service including parts and labor after the installation warranty term, for the charge stated in the Agreement per service trip for as long as Company or its contractor provides monitoring service and Customer is current with all payments. Company shall provide Lifetime Service during Company's regular business hours of Monday through Friday, excluding holidays, from 8:00 a.m. until 5:00 p.m. Lifetime Service provided at other times shall be paid by Customer at Company's customary rate. Customer must provide full access to the Premises and to the System requiring repair. Company shall not be responsible for failure to render Lifetime Service due to causes beyond the Company's control. Lifetime Service excludes replacement of batteries, alarm screens, or repair of the System as a result of damage from abuse, misuse, faulty telephone, or electrical connections, unauthorized repair, modification of or tampering with the System, remodeling or construction, vandalism, theft, acts of God, acts of war, cosmetic damage, or other causes, other than normal wear and tear. Company may use new or reconditioned parts at the time of replacement and retain any parts removed from the System.

18. ASSIGNMENT: This Agreement may not be assigned in whole or in part by Customer. Company may assign or subcontract all or any portion of this Agreement without notice to Customer and any such assignee or subcontractor shall be entitled to the rights, benefits, privileges and protection afforded to Company under the terms of this Agreement. Company may assign this Agreement to Monitronics Funding LP, P.O. Box 814530, Dallas TX 75381-4530 or to another company, Monitronics Funding LP Licenses: AL#07-1061, AR#E 2007 0032, CA#ACO 6491, DE#07-215, FL#EF20000651, IL#127.001322, MI#3601205368, TX#B14432, UT#6510656-6501.

19. ACKNOWLEDGMENT: Customer acknowledges that this Agreement shall not take effect until Company has received a satisfactory credit report on the Customer. Customer hereby authorizes release of credit information to the Company and/or its assigns at any time during the term. Neither Company nor its contractor shall be obligated to provide monitoring service until it has received: (i) a fully executed copy of this Agreement, (ii) the completed subscriber contact list, and (iii) valid test signals from Customer's System.

20. ENTIRE AGREEMENT: This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. Company's or its contractor's duty and obligation to provide monitoring service to Customer arise solely from this Agreement. This Agreement supersedes all prior representations, understandings, or agreements of the parties. This Agreement can only be modified (a) in writing, signed by the parties or their duly authorized agent or (b) by written notice sent by Company to Customer, provided that customer does not object in writing within 30 days after receiving the notice. No waiver or breach of any term or condition of this Agreement shall be construed to be waiver of any succeeding breach. Customer agrees that Company may convert this Agreement to electronic media, which may serve as the exclusive original.