

Modern System Concepts, Inc.  
3115 N. Fry Road, Suite 404  
Katy, Texas 77449  
(281) 599-7388 (281) 398-1450  
www.modernsys.com



Texas Burglar License B-08842  
Fire Alarm License ACR-1749

*CB 30*  
*CB 3199*

# MONITORING AGREEMENT

**THIS AGREEMENT** made this 5<sup>TH</sup> day of MARCH 20 13, by and between Modern System Concepts, Inc., hereinafter called "Company," and BellaVita at Green Tee HOA - ANNEX herein called "Subscriber" WITNESSETH: That for the considerations and covenants hereinafter specified below, on the reverse side hereof, and on Riders hereto, parties do, for themselves, their successors and assigns mutually agree:

**[1] MONITORING:** Company agrees to monitor the alarm or control system located at the following address and is subject to any and all of the conditions as set forth in this agreement:

1548 A N. Riviera Circle (Annex) Pearland TX 77581

- Fire Alarm Off-Premises Monitoring (of Local Alarm)
- Burglar Alarm Off-Premises Monitoring
- Digital Dialer Communicator (see par. 14)
- Two-Way Voice
- Long Range Radio
- Cellular Uplink
- Elevator
- Non-Open/Close Reporting
- Non-Supervised Open/Close Reporting
- Close Supervised Reporting
- Open/Close Supervised Reporting

**[2] TERM AND PAYMENT:** Subscriber agrees to pay as follows for the above service:

- (1) And Shall Pay:  
The sum of FOURTY ONE & 95/100 Dollars (\$ 41.95) plus applicable sales tax, monthly; payable (monthly) (quarterly) (semi-annually) (annually) in advance, due on the first day of each period, during the term of this Agreement, subject to the other terms and conditions of this Agreement, including but not limited to, those of paragraph 16 on the reverse side hereof. All payments are to be made to the above listed address, Harris County, TX.
- (2) The term of this Agreement is for 1 years from the date service is operative under this Agreement. Thereafter, this Agreement shall be renewable at the option of the Company, and without further notice for successive one year terms, unless the Subscriber gives written notice of intent not to renew, such notice to be delivered to Company at least thirty days prior to the expiration of the original term or renewal thereof.

**[3] COMPANY'S LIABILITY: DISCLAIMER OF WARRANTIES:** COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR USE. COMPANY DOES NOT REPRESENT NOR WARRANT: THAT THE ALARM SYSTEM HEREIN DESCRIBED MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLD UP, FIRE OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE DETECTION FOR WHICH IT IS INTENDED. SUBSCRIBER ACKNOWLEDGES AND AGREES: THAT COMPANY IS NOT AN INSURER; THAT SUBSCRIBER ASSUMES ALL RISK OF LOSS OR DAMAGE TO SUBSCRIBER'S PREMISES OR THE CONTENTS THEREOF; THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY COMPANY SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THAT SUBSCRIBER IS NOT RELYING ON COMPANY'S SKILL OR JUDGEMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE; THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT HEREOF. SUBSCRIBER UNDERSTANDS AND AGREES THAT IF COMPANY SHOULD BE FOUND LIABLE FOR LOSS OR DAMAGE DUE FROM FAILURE OF COMPANY TO PERFORM ANY OF THE OBLIGATIONS HEREIN, INCLUDING BUT NOT LIMITED TO INSTALLATION, MAINTENANCE, MONITORING OR SERVICE, OR THE FAILURE OF THE SYSTEM OR EQUIPMENT IN ANY RESPECT WHATSOEVER, COMPANY'S LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO TEN (10%) PERCENT OF THE ANNUAL SERVICE CHARGE OR FIVE HUNDRED (\$500.00) DOLLARS, WHICHEVER IS GREATER, AS LIQUIDATED DAMAGES, NOT AS A PENALTY; AND THIS LIABILITY SHALL BE EXCLUSIVE; AND THE PROVISIONS OF THIS SECTION SHALL APPLY TO LOSS OR DAMAGE, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY, FROM PERFORMANCE OR NONPERFORMANCE OF THE OBLIGATIONS IMPOSED BY THIS AGREEMENT, OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF THE COMPANY, ITS AGENTS, ASSIGNS, OR EMPLOYEES. IF SUBSCRIBER WISHES COMPANY TO ASSUME A LIMITED LIABILITY IN LIEU OF THE LIQUIDATED DAMAGES AS HEREIN ABOVE SET FORTH, SUBSCRIBER MAY OBTAIN FROM COMPANY A LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO COMPANY. IF SUBSCRIBER ELECTS TO EXERCISE THIS OPTION, A RIDER SHALL BE ATTACHED TO THIS AGREEMENT SETTING FORTH THE TERMS, CONDITIONS, AND AMOUNT OF LIMITED LIABILITY, AND THE ADDITIONAL MONTHLY CHARGE; SUCH RIDER AND ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD COMPANY AS AN INSURER. SUBSCRIBER HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPHS 12 AND 13 WHICH FURTHER SET FORTH COMPANY'S LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO SUBSCRIBER OR ANYONE ELSE. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT IN THE EVENT OF THE TERMINATION OF PART OR ALL OF THIS AGREEMENT, THAT ALL OF SUBSCRIBER'S DUTIES AND OBLIGATIONS HEREIN WILL SURVIVE.

**RECEIPT OF COPY(S):** Subscriber acknowledges receipt of copy of this Agreement; and notification of required Alarm Permit (if applicable). Paragraphs 4 through 26 are located on the reverse side of this Agreement.

Sub. Initial \_\_\_\_\_

THIS PARAGRAPH APPLIES ONLY TO RESIDENTIAL SUBSCRIBERS

**YOU THE BUYER (SUBSCRIBER) MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT. SUBSCRIBER ACKNOWLEDGES RECEIPT OF UNEXECUTED CANCELLATION FORM.**

By: X B.H. Gerlach, President  
Print Name B.H. GERLACH Date 3/6/13  
Social Security No. [Signature] TREASURER

Authorized Agent of Company [Signature]

This Agreement shall not be binding upon Company unless approved in writing by an Officer of Company; In the event of failure of approval, the sole liability of Company shall be to refund to Subscriber the amount that has been paid to Company upon the signing of this Agreement. No person has any authority to bind Company in any manner whatsoever unless approved in writing by an Agent of Company. The terms and conditions contained on the reverse side of this Agreement and on the attached Form "100" are incorporated herein and by reference are made a part hereof. Company shall have the right, but not the obligation, of collecting and/or reporting to one or more credit reporting agencies relevant information pursuant to this Agreement.

*Top Original, Company - Bottom Copy, Subscriber*