



VILLAGE OF NILES FIRE ALARM SYSTEM MONITORING APPLICATION

Date Submitted: _____

- New Customer Connection to Radio
- Change From Direct Connect to Radio
- Change From Radio to D3RAN Radio
- Disconnect
- Account Information UPDATE

SERVICE AT ADDRESS:

Name of Business or Residence	Site Phone:
Street Address	Site Fax:
City, State, Zip	Contact Email:
Contact Person Name <small>(to schedule connection)</small>	Contact Phone: Contact Fax: Contact Cell:

BILLING INFORMATION:

Billing Name:	Phone:
Billing Address:	Fax:
City / State / Zip:	Cell Phone:

EMERGENCY CONTACT PERSON INFORMATION:

1.	Phone:
2.	Phone:
3.	Phone:

COMPANY NAME RESPONSIBLE FOR INSTALLATION/CONNECTION AT ALARM SITE:

Company Name	CHICAGO METRO FIRE PREVENTION COMPANY	Phone: 630.833.1110
Address:	820 North Addison Avenue	Fax: 630.833.7512
City / State / Zip:	Elmhurst, Illinois 60126 www.cmfp.com	E-Mail: sfay@cmfp.com or ppohlmann@cmfp.com

***** FOR CMFP USE ONLY *****			
RADIO POSITION #	MULTI-ZONE INFORMATION		
	ZONE	SIGNAL	ADDRESS/DESC
CIRCUIT/DIGITAL #	1		
	2		
RADIO SERIAL #	3		
	4		
RADIO MODEL	5		
ANTENNA TYPE 2.5DB OTHER:	6		
SCHEDULED	7		
RADIO LOCATION	8		
	9		
	10		

NILES FIRE PREVENTION BUREAU
100 Civic Center Drive
Niles, IL 60714
and
SUBSCRIBER

This will authorize the Niles Fire Prevention Bureau, hereafter known as NFPB or its assigns to install in the premises of;

(SUBSCRIBER)

at _____ Niles, Illinois Zip Code _____ 60714

the following alarm radio monitoring system (hereafter described as "System") as follows: (1) RF744F Radio Transmitter, (1) 12V12AH Batteries, (1) 598 Transformer, and (1) 2.5 db Antenna.

1. **SYSTEM SERVICE:** The SUBSCRIBER agrees to procure fire alarm system monitoring service during the term of this Agreement from NFPB. The alarm monitoring fee shall include standard installation and use of the radio transceiver located at the SUBSCRIBER'S property or place of business, monitoring, maintenance of the alarm transceiver and radio network. Non-standard installation charges are the responsibility of the SUBSCRIBER and are listed in NFPB's Alarm System Monitoring Agreement letter. NFPB shall be responsible for all parts and labor required to repair equipment which has become defective through normal wear and usage. Any repairs rendered necessary by alteration or repair to premises, fire, water, vandalism, acts of God or extraneous causes which necessitates replacing damaged components or rewiring any part of the alarm system, said costs shall be paid by SUBSCRIBER.

2. **TERM, PAYMENT, RENEWAL:** SUBSCRIBER hereby agrees to pay NFPB the following:

Monitoring Fee is \$ 70.00 per month, payable quarterly in advance and due within 30 days of invoice date. The monthly monitoring charge is subject to increase as set forth in Paragraph 10. In addition, together with the first quarterly payment as set forth above, SUBSCRIBER shall pay the pro rate share of the charges for the period in which service commenced.

This Agreement shall commence on the date of completion of installation of the System and shall remain in force unless terminated by either party in writing by registered mail, with not less than sixty (60) days notice.

3. **NFPB LIABILITY DISCLAIMER OF WARRANTIES:** NFPB DOES NOT REPRESENT OR WARRANT THAT THE ALARM SYSTEM OR THE MONITORING THEREOF WILL PREVENT ANY LOSS BY FIRE OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT NFPB HAS MADE NO REPRESENTATIONS OF WARRANTIES, EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; NOR HAS THE SUBSCRIBER RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR DEEMED TO CREATE AND EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTENDED BEYOND THE DESCRIPTION ON THE FACE HEREOF. SUBSCRIBER FURTHER ACKNOWLEDGES AND AGREES: (A) THAT NFPB IS NOT AN INSURER; (B) THAT SUBSCRIBER ASSUMES ALL RISK OF LOSS OR DAMAGE TO SUBSCRIBER'S PREMISES OR TO THE CONTENTS THEREOF; (C) AND THAT THE SUBSCRIBER HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY TO PARAGRAPHS (4) AND (5) WHICH SET FORTH LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE EVENT OF ANY LOSS OR DAMAGE TO SUBSCRIBER OR ANYONE ELSE.

4. **NFPB IS NOT AN INSURER; LIMIT OF LIABILITY:** It is understood and agreed that since NFPB is not an insurer, insurance if desired, will be the sole responsibility of SUBSCRIBER. SUBSCRIBER further acknowledges the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the SUBSCRIBER'S property or the property of others located on SUBSCRIBER'S premises. NFPB makes no guarantee or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences thereof from which the system or service is designed to detect or avert. SUBSCRIBER acknowledges that it is impractical and extremely difficult to fix actual damages if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to installation, service, maintenance, or monitoring or the failure of the system to properly operate with resulting loss to SUBSCRIBER because of, among other things:

- A. The uncertain amount of value of the SUBSCRIBER'S property or the property of others kept on the premises which may be destroyed, damaged, or otherwise affected by occurrences which the system or service is designed to detect or avert;
- B. **The uncertainty of the response time of any fire department, should the fire department be dispatched as a result of a signal being received or an audible device sounding;**
- C. The inability to ascertain what portion, if any, of any loss would be proximately caused by NFPB's failure to perform or by the equipment to properly operate; and
- D. **The nature of the service to be performed by NFPB. SUBSCRIBER understands and agrees that if, notwithstanding the above provisions, NFPB should be found liable for personal injury or property loss or damage due from failure of NFPB's obligations herein, including but not limited to, installation, maintenance, monitoring, service or the failure or the malfunction of the system or equipment in any respect whatsoever, NFPB's liability shall be limited to a sum equal to the total of six (6) month charges or Four Hundred Fifty (\$450.00) Dollars, whichever is the lesser, and this liability shall be exclusive and shall be paid and received as liquidated damages and not as a penalty. The provisions of this section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or nonperformance of any obligation imposed by this contract or from negligence, active or otherwise, of NFPB, its agents, servants, assigns or employees.**

If SUBSCRIBER wishes NFPB to assume greater liability, SUBSCRIBER has the right to obtain from NFPB, if available, a higher limit by paying an additional amount for the increase in liability, and a rider shall be attached hereto setting forth such higher limit and additional cost, but such additional obligation shall in no way be interpreted to hold NFPB as an insurer.

5. **THIRD PARTY INDEMNIFICATION:** In the event any person, not a party to this Agreement, shall make any claim or file any lawsuit against NFPB, for any reason relating to NFPB's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance,

monitoring, operation or nonoperation of the alarm system, SUBSCRIBER agrees to indemnify, defend and hold NFPB harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims are based on alleged intentional conduct, active or passive, negligence, express or implied contract or warranty, contribution or indemnification or strict or product liability on the part of NFPB, its agents, servants, assigns or employees.

This Agreement by SUBSCRIBER to indemnify NFPB against third party claims hereinabove set forth shall not apply to losses, damages, expenses and liability, resulting in injury or death to third persons or injury to property of third persons or injury to property of third persons, which losses, damages, expenses and liability occur while an employee of NFPB is on SUBSCRIBER'S premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

6. **PRIOR AGREEMENTS:** SUBSCRIBER warrants and represents that it is not under any enforceable agreement with any other party concerning alarm systems of any kind and description installed at the premises and furthermore SUBSCRIBER agrees to indemnify and save harmless NFPB against all claims, demands, suits, expenses and damages by judgment or otherwise, which may be now or hereafter incurred as a result of arising out of or any agreement that SUBSCRIBER may have entered into with any party concerning any such alarm system of every kind and description. SUBSCRIBER will pay all said sums, including reasonable attorney's fees incurred in the enforcement of this indemnity provision.
7. **SYSTEM OPERATION:** SUBSCRIBER acknowledges that the service provided herein requires the fire alarm system to be fully operational which shall be the sole and exclusive responsibility of the SUBSCRIBER. The fire alarm system is to be kept in working condition by SUBSCRIBER'S Alarm Company. NFPB cannot be responsible, at any time, for its working condition, or failure of same. The duty of NFPB is to maintain in working order, it's Remote Station Facility and Keltron Wireless Network and the radio transceiver located at the SUBSCRIBER'S address.
8. An inoperative system due to failure of SUBSCRIBER to notify NFPB by registered mail of the need of repairs does not constitute a breach of this agreement on the part of NFPB, nor does it waive NFPB's right to the payments due under this agreement.
9. **ADDITIONAL CHARGES:** In addition to the monitoring service charges above, the SUBSCRIBER agrees to pay municipal, state, federal taxes, sales taxes, assessments or fees or connecting conductors between SUBSCRIBER and NFPB.
10. **INCREASE IN MONTHLY CHARGES:** NFPB shall have the right, at any time, to increase monthly charges provided herein to reflect increases in federal, state and local taxes, utility charges including telephone company line charges, and municipal fees and charges, which hereinafter are imposed on NFPB and which relate to the services provided under this Agreement, and SUBSCRIBER agrees to pay such increased monthly charges. NFPB agrees to notify SUBSCRIBER 90 days in advance of any fee increases.
11. **DELINQUENCY; RECONNECT CHARGES; INTEREST:** In the event any payment due hereunder is more than ten (10) days delinquent, NFPB may impose and collect a delinquency charge of 1.50% per month (18% per annum), or the highest amount allowed under the law, whichever is less of the amount of the delinquency. If the alarm system is deactivated because of SUBSCRIBER'S past due balance, and if SUBSCRIBER desires to have the system reactivated, SUBSCRIBER agrees to pay in advance to NFPB a reconnect charge to be fixed by NFPB in a reasonable amount.
12. SUBSCRIBER agrees that NFPB may, at its option, remove the System at any time for non-payment of any sums or other charges due and payable under this agreement, and removal of the System shall not be held to constitute a waiver of rights of NFPB to collect any sums or other charges then due and payable and to become due and payable thereafter under this agreement until the expiration thereof.
13. It is understood that title to the System remains in NFPB, and SUBSCRIBER hereby authorizes NFPB or its assigns to remove said System, including all component parts, conduit, wire, wiremold and all connections and other materials comprising said System, upon the termination of this agreement by lapse of time, for non-payment of any sums due hereunder, or otherwise, and NFPB is not obligated to repair or redecorate any part of the SUBSCRIBER'S premises upon removal of said System, and said removal shall never constitute a waiver of NFPB's right to collect any sums which are due or may become due under this agreement. NFPB shall be entitled to collect all expenses incurred in enforcing any of the terms of this agreement, including but not limited to attorneys' fees and costs. Attorneys' fees are defined for purpose of this agreement as the normal hourly rate charged by the attorneys, other professionals or paraprofessionals and their staff selected, multiplied by the actual number of hours spent by such attorneys, other professionals or paraprofessionals.
14. SUBSCRIBER agrees to return said System upon the termination of this agreement, in as good condition as the time it was installed, ordinary wear and tear are expected. It is agreed that SUBSCRIBER will not permit foreign devices to be connected to the System (SUBSCRIBER hereby agrees to include replacement cost of alarm installation and equipment to SUBSCRIBER'S Fire Insurance Policy in the name of NFPB).
15. **ASSIGNEES/SUBCONTRACTORS OF NFPB:** NFPB shall have the right to assign this Agreement to any other person, firm or corporation without notice to SUBSCRIBER and shall have the further right to subcontract any services which it may perform. SUBSCRIBER acknowledges that this Agreement, and particularly those paragraphs relating to NFPB's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors of NFPB, and that they bind SUBSCRIBER with respect to said subcontractors with the same force and effect as they bind SUBSCRIBER to NFP.
16. **TELEPHONE LINES:** SUBSCRIBER shall pay all charges made by any telephone company or other utility for installation, leasing and service charges of telephone lines connecting SUBSCRIBER'S protected premise to the NFPB 911 Center when a direct line is installed or when the signals are transmitted. SUBSCRIBER further acknowledges and agrees that signals which are transmitted over telephone company lines are wholly beyond the control and jurisdiction of NFPB and are maintained and serviced by the applicable telephone or utility.
17. **SELECTION OF SYSTEM COMPONENTS:** The SUBSCRIBER agrees that NFPB shall have no liability for the failure to install any equipment or systems not designated to be installed in this Agreement.
18. **SUBSCRIBER'S PURCHASE ORDER:** SUBSCRIBER acknowledges that if there is any conflict between this Agreement and SUBSCRIBER'S purchase order or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.
19. **ADDITIONS OR AMENDMENTS:** Any additions or amendments must be signed by all parties. No verbal understanding shall alter the terms of this Agreement.

20. **ATTORNEY'S FEES:** In the event it shall become necessary for NFPB to institute legal proceedings to collect the cost of the monthly charge or to otherwise pursue NFPB's rights or enforce SUBSCRIBER'S obligation herein, then, and in such proceedings, SUBSCRIBER shall pay NFPB's reasonable attorney's fees.
21. **INVALID PROVISIONS:** In the event any terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.
22. **ENTIRE INTEGRATED AGREEMENT; MODIFICATION; ALTERATION; WAIVER:** 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. This agreement superseded all prior representations, understandings or agreements of the parties and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.
23. **NOTICES:** All notices to be given hereunder shall be in writing and must be served, by registered mail, postage prepaid at the address shown herein.
24. **INSPECTION AND TEST SERVICE:** This agreement does not provide for Inspection and Test services of the SUBSCRIBER fire alarm system.
25. **ALARM SYSTEM STATUS:** In the event the fire alarm system at the monitored premise remains out of service for a period greater than 24 hours, and the SUBSCRIBER has not initiated or made a reasonable effort to repair the system, the Niles Fire Prevention Bureau (hereafter referred to as "NFPB") may utilize the services provided by NFPB to repair the system and invoice the SUBSCRIBER accordingly for any fees charged by NFPB. Should the radio unit at SUBSCRIBER'S premises malfunction, it could interfere with the proper operation of the entire Network and other radio transmission. Federal Communications Commission regulations mandate that NFPB have immediate access to SUBSCRIBER'S transmitter in the event of interference. Accordingly, SUBSCRIBER agrees to: (A) provide NFPB with immediate access to the premises as necessary; or (B) give NFPB immediate access on a 24 hour basis to the radio transmitter in the event of a malfunction which could affect other radio transmission and NFPB agrees to give SUBSCRIBER the maximum notice feasible in those circumstances. In the event SUBSCRIBER refuses NFPB access, SUBSCRIBER hereby authorizes NFPB to: (A) apply for an ex parte court order permitting access to fix or remove the transmitter, or (B) take whatever other steps it deems reasonable under the circumstances. SUBSCRIBER agrees to pay all expenses, including reasonable attorney's fees incurred in connection with such proceedings. SUBSCRIBER hereby waives the right to commence a civil or criminal proceeding in the event NFPB enters SUBSCRIBER'S premises for the purpose of fixing or removing the radio transmitter.
26. NFPB desires to connect wireless radios into the system with little or no impact on the customer. Before NFPB approves a wireless connection, the SUBSCRIBER shall ensure the following connection requirements are in place:
 - A. The SUBSCRIBER'S alarm system must be in good working order before the radio transmitter can be installed.
 - a) The SUBSCRIBER'S alarm company must supply one of the following activation devices and the point of connection wires or terminals must be clearly tagged:
 - (i) A reverse polarity module (12vdc to 24vdc) with a minimum 10 VDC output and void of AC ripple
 - (ii) (3) Dry contact outputs; one for alarm activation, one for trouble activation and one for supervisory activation.
 - b) If the SUBSCRIBER'S alarm company wishes to be present at the time of connection, they must schedule an appointment through NFPB.
 - B. In the event NFPB is unable to perform the installation as requested, due to circumstances beyond its control, and a return trip visit is necessary, an additional return trip charge will be invoiced to the SUBSCRIBER.
27. **RECEIPT OF COPY:** SUBSCRIBER'S acknowledges receipt of a copy of this Agreement.
28. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Illinois. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court for Cook County 2nd District, Cook County, Illinois.
29. This agreement is not assignable by SUBSCRIBER except upon the written consent of NFPB first being obtained. The SUBSCRIBER may not assign any rights inuring under this contract or under the relationship created hereby either voluntarily or by operation of law without having first obtained the written consent of NFPB.
30. **This agreement is not binding unless approved in writing by an authorized agent of NFPB. SUBSCRIBER acknowledges that there are no verbal understandings changing, modifying or altering any of the terms of this agreement. This agreement shall not be modified, revised or altered hereafter unless expressly acknowledged in a writing signed by SUBSCRIBER and NFPB.**

SUBSCRIBER'S ACCEPTANCE: In accepting this Agreement each signatory to this agreement represents that he/she has the authority to enter into this agreement and SUBSCRIBER agrees to the terms and conditions contained herein.

Dated _____, 20 _____

NILES FIRE PREVENTION BUREAU

By _____

SUBSCRIBER

✓ Signature _____ Date _____

✓ _____
Print or Type Name

✓ _____
Title