

# Mahoney Alarms

Notify-Plus Inc.

P.O. Box 767  
15 Cooper Street  
Glens Falls, NY 12801

## User Code Change Request Form

Glens Falls	(518) 793-7788
Plattsburgh	(518) 566-9147
Lake Placid	(518) 523-1600
Toll Free	(800) 794-6277
Fax	(518) 793-0602

### **Account Information**

Account Name

Address

City  State  Zip Code

Your Name

### **Return Information:**

Fax (518) 793-0602  
email: [dispatch@mahoneyalarms.com](mailto:dispatch@mahoneyalarms.com)  
or Mail to:  
Mahoney Alarms  
P.O. Box 767  
Glens Falls, N.Y. 12801

Add, Change or Delete Code	Current Code	User's Name	New Code *4 digits required	List Areas code is valid for

Your Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone # for any Questions: \_\_\_\_\_

## TERMS AND CONDITIONS

The Alarm Company assumes no liability for interruption of services due to strikes, riots, floods, fires, interruptions in telephone service, internet, acts of God, or any causes beyond the control of the Alarm Company, and the Alarm Company is not required to supply service, to the Subscriber while such interruptions exist.

The Subscriber agrees that all repair service to the Alarm System caused by improper use of the Alarm System, misuse, abuse, vandalism, lightning, or any other act of God are billable regardless of the repair options chosen by the Subscriber. The Alarm Company, upon receipt of an alarm signal from the Subscriber's premises shall make every reasonable effort to notify the police or fire department having jurisdiction, unless there is just cause to assume that an emergency condition does not exist; and the Alarm Company shall make a reasonable effort to notify the Subscriber or his designated representative by telephone. The Subscriber will review and update contact names and numbers regularly.

Upon the Subscriber's failure to pay any sums due the Alarm Company under this Agreement, or upon premature cancellation of service by the Subscriber the Alarm Company reserve the right to terminate its obligations under this Agreement and remove any of the Alarm Company owned equipment, wiring and apparatus from the Subscriber's premises upon written notice to the Subscriber. The Alarm Company will have no obligation to repair or redecorate any portion of the Subscriber's premises due to removal of the Alarm Company's system upon termination. At such time, all charges incurred under the terms of this Agreement, up to the cancellation date, shall immediately become due and payable. In addition, the parties agree that it would be very difficult, if not impossible, to ascertain actual damages for any breach of this Agreement by the Subscriber, and the parties agree that the Subscriber shall immediately pay to the Alarm Company, upon any breach, or upon premature cancellation of service by the Subscriber, as and for liquidated damages, the sum of seventy-five percent (75%) of any charges remaining to be paid under the terms and life of this contract. The parties further agree that the Subscriber shall pay all court costs, collection fees and reasonable attorney's fees of one hundred percent (100%) of all monies remaining to be paid under this Agreement, should the Alarm Company have to place this contact in the hands of any attorney for collection.

The Subscriber will not permit any person or persons, unauthorized by the Alarm Company, to alter, remove, or tamper with any system equipment and will safeguard said equipment against loss and damage during the term of this Agreement. The Subscriber shall not permit any device, contrivance or apparatus to be attached to the lines, wires, Instruments or equipment at such System, except by the authorized agents of the Alarm Company, without the written permission of the Alarm Company.

Limitation of liability. It is understood and agreed that the Alarm Company or Its agents, assigns, employees, or independent contractors providing portions of the service, for the Subscriber (Including, but not limited to, signal carriers, telephone companies, municipal agencies, answering service, etc.) all hereinafter referred to as "Others" are not an Insurer; that insurance, if any, shall be obtained by the Subscriber; that 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 the Subscriber's premises: that the Alarm Company and Others make 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 there from which the system or services is designed to detect or avert. The Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may approximately result from the Alarm Company or Others' active or passive negligence, or from a failure to perform any of the obligations herein, or the failure of the system to properly operate with resulting loss to the Subscriber because of, among other things:

(a) The uncertain amount or value of the Subscriber's property or the property of others kept on the premises which may be lost, stolen, 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 police or fire department, should the police or 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 which would be approximately caused by the Alarm Company or Others' failure to perform or by failure of its equipment to operate;

(d) The nature of the service to be performed by the Alarm Company and Others

The Subscriber understands and agrees that if the Alarm Company or Others should be found liable for personal injury or property loss or damage due from a failure of the Alarm Company or Others to perform any of the obligations herein, including but not limited to installation, repair service, monitoring or service or the failure of the System or equipment in any respect whatsoever, the Alarm Company or Others' liability shall be limited to a sum equal to the total of six (6) monthly or Two Hundred Fifty (\$250.00) Dollars, whichever is greater, and this liability shall be exclusive; and that the provision 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 non-performance of the obligations imposed by this contract, or from negligence, active or otherwise, of the Alarm Company or Others. No suit or action shall be brought against the Alarm Company more than one (1) year after the accrual of the cause of action therefore.

In the event that the Subscriber wishes the Alarm Company or Others to assume greater liability, the Subscriber may, as a matter of right, obtain from the Alarm Company a higher limit by paying an additional amount proportioned to the increase in damages, but such additional obligation shall in no way be interpreted to hold the Alarm Company or Others as insurers. This limitation of liability covers all of the Alarm Company equipment and services at all Subscriber locations.

INDEMNIFICATION When the Subscriber ordinarily has the property of others in his custody, or the System extends to protect the other persons or the property of others, the Subscriber agrees to and shall indemnify, save, defend and hold harmless the Alarm Company and Others for and against all claims brought by parties other than the parties to this Agreement. This provision shall apply to all Claims regardless of cause. Including the Alarm Company or Others' performance or failure to perform and including defects in product design, installation, repair service, monitoring, operation or non-operation of the System, whether based upon negligence, active or passive, express or implied contract or warranty, contribution or Indemnification or strict or product liability, on the part of the Alarm Company or Others; but this provision shall not apply to claims for loss or damage solely and directly caused by an employee of the Alarm Company or Others while on the Subscribers premises. The Subscriber agrees to indemnify the Alarm Company against, defend and hold the Alarm Company harmless from any action for subrogation which may be brought against the Alarm Company by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney's fees.

All verbal or written communication between the parties which occurred prior to the date of this Agreement are merged into the terms of this Agreement and the entire Agreement of the parties is expressed herein above, and no verbal understanding or agreement shall alter change or modify the terms and provisions of this Agreement. The Subscriber is not relying on any advice or advertisement of the Alarm Company. In the event that any provision of this Agreement is found to be unenforceable, all other terms shall remain in full force and affect. It is understood and agreed that if there is any conflict between this Agreement and the Subscribers' purchase order, or any other document, this Agreement will govern whether such purchase order or other document is executed prior or subsequent to this Agreement. The Alarm Company may assign this Agreement without prior notice or consent of the Subscriber. However, the Subscriber may not assign this Agreement unless such assignment shall be consented to in writing by the Alarm Company.

The parties agree that this contract is executed and becomes in full force and effect only upon an officer of the Alarm Company signing a copy of the Agreement and that the contract is executed In Warren County, New York. The parties further agree that venue shall be proper in Warren County. New York should any portion of this contract have to be legally enforced.

If the Subscriber moves its residence or place of business, then the Subscriber is entitled to alarm service at this new location upon the payment of reasonable costs incurred transferring the Alarm System to the new location. In addition, the Subscriber agrees to be liable for any increase in monthly charges occasioned by such a move. The remaining terms of the Agreement will remain in full force and affect and the Subscriber will continue to be liable for the remaining period under the terms of this Service Agreement.