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MONITORING AGREEMENT

MS COR # 04635-SC MS License # 15024196

This agreement, made the on this date, _____, by and between B&E COMMUNICATIONS, INC., hereinafter referred to as B&E, and

NAME: <u>Madison County Youth Court Facility</u>	SITE TELEPHONE #: _____
ADDRESS: _____	CROSS STREET: _____
ADDRESS: _____	BILLING ADDRESS: _____
CITY, STATE: <u>Madison, MS 39110</u>	BILLING ADDRESS: _____
SYSTEM TYPE: <u> </u> X <u> </u> FIRE <u> </u> BURGLAR <u> </u> HOLDUP <u> </u> MEDICAL	
<u> </u> OTHER (Elevator)	

IT IS THEREFORE AGREED FOR IN CONSIDERATION OF THIS AGREEMENT THAT:

A. MONITORING SERVICES B&E will monitor the above CUSTOMER's system(s) via B&E's designated central station. Upon receipt of a fire, burglary or holdup signal, the central station will attempt to notify the proper authority(ies) as well as the first available contact designated on the notification list provided by CUSTOMER. Upon receipt of a supervisory signal from the monitored site, the central station will attempt to notify the first available contact on the notification list provided by CUSTOMER. As an avoidance of false alarms, the CUSTOMER may first be notified by the central station for the actual need of emergency forces notification before calling the proper authority(ies). The municipality in which the monitored site is located may require additional fees to be paid and/or permits to be obtained and posted before monitoring may commence and before any emergency forces can respond. It shall be the CUSTOMER'S responsibility to pay all fees and to obtain all permits, both initially and for all renewals, to post any and all permits that require such posting, and to provide B&E with any applicable permit or license number(s) both initially before any monitoring may commence, and at the time of licence/permit renewal in order for monitoring to continue.

B. PRICE, PAYMENT and TERMS

1. CUSTOMER agrees to pay B&E a one time fee of \$925.00 to convert existing system to the central station's format. If any additional equipment is required, CUSTOMER is responsible for payment of said equipment at time such equipment is installed.
2. CUSTOMER agrees to pay B&E a fee of n/a per quarter, or at annual rate of \$600.00 per year. The initial payment for monitoring will be prorated based in the chosen interval to coincide with the billing date, and is due before any service begins. CUSTOMER agrees that the term of this contract is 1 (one) year, and will be automatically renewed for successive (one) year periods unless cancelled by either party, in writing at least 30 (thirty) days before the end of the original or successive contract periods. Pricing above excludes 7% MS Sales Taxes.
3. DEFAULT IN PAYMENT: Payment is due within 10 (ten) days of the invoice date. If CUSTOMER fails to pay by this date, B&E may impose any and all accounting fees equal to the maximum amount permitted by law in the state in which the monitoring service is provided. As well, B&E may disconnect and/or terminate monitoring services, and recover any and all damages to which B&E is entitled, which shall include the value of any work performed, any services provided as well as the value of the remaining contract. If B&E requires the assistance of an attorney to collect payments due, CUSTOMER will pay any and all reasonable fees and costs for the attorney's services where permitted by law.
4. INCREASE IN MONITORING RATE: For the purpose of recovering any additional taxes, licenses, fees or other charges imposed upon B&E by any governmental utility or agency relating to the provided monitoring service, B&E may increase the monitoring fee at any time. As well, at any time after one (1) year after the effective date of this agreement, B&E shall have the right to increase the monitoring price per the selected period, quarterly or annually as defined in #2 above after giving CUSTOMER 30 (thirty) days notice before the effective date of such increase. The CUSTOMER may choose to cancel the then unexpired term of this contract by notifying B&E 30 (thirty) days in advance of the effective date of such increase, provided that B&E reserves the right to rescind such increase by notice to the CUSTOMER, and therefore, CUSTOMER shall remain bound by the contract terms. Any and all advance payments made by CUSTOMER subsequent to the effective date of such termination shall be refunded to the CUSTOMER by B&E.

C. RECEIPT OF COPY ACKNOWLEDGEMENT It is hereby stated that CUSTOMER has read and acknowledges receipt of a copy of this agreement, and it shall become effective only (a) when B&E shall have received a completed copy of this three page agreement, along with agreement signed by CUSTOMER in the form 'Alarm Monitoring Agreement'; (b) when B&E has accepted payment of the fee to be paid for services to be provided for CUSTOMER, and (c) when B&E has sent an acceptable test signal on the monitoring equipment provided by B&E for CUSTOMER for each condition which is proposed to be monitored for such CUSTOMER.

D. SUBCONTRACTORS/ASSIGNEES This agreement is not transferable by customer to anyone else, including someone who rents or purchases monitored premises, unless the transfer is approved in writing by B&E. B&E may transfer or assign this agreement to any other monitoring company. B&E may use subcontractors to provide monitoring services. This agreement shall apply to and protect any and all B&E assignees and subcontractors as it protects B&E.

E. SYSTEM CHANGES

Any charges for changes to the system required by CUSTOMER, any insurance interest or governmental agency will be paid to B&E by CUSTOMER based on current labor and parts pricing. IT IS HEREIN STATED THAT CUSTOMER HAS CHOSEN THESE SERVICES AND THAT ADDITIONAL EQUIPMENT MAY REQUIRE ADDITIONAL PROTECTION AT A HIGHER COST TO CUSTOMER.

F. TELEPHONE/TRANSMISSION LINES Transmission of codes from the premises to the central station MAY be accomplished via CUSTOMER'S telephone service lines. Line seizure equipment such as RJ31X line jacks or equivalent may be used in order to provide phone line priority to communication equipment in the event such signal transmission is required. In this event, the telephone line will not be available for use for CUSTOMER to place other calls, including 911 emergency calls while phone line is in use by system. Due to this, CUSTOMER may choose to have an additional telephone line installed for system use. This additional line will be the sole responsibility of CUSTOMER. If CUSTOMER's designated line is out of order, disconnected, forwarded, placed on vacation status or otherwise not working, signals will not be transmitted to central station, and the central station will not be aware of the telephone line problem. All telephone lines are wholly beyond the control of B&E and are maintained by the CUSTOMER'S telephone service provider. If the use of cellular or radio transmission is used under this agreement, it is acknowledged by CUSTOMER that cellular phone and radio frequencies are governed and controlled by the Federal Communications Commission. Changes in their rules, policies and regulations may necessitate the discontinuing of monitoring services by B&E at B&E's option. It is also hereby acknowledged that CUSTOMER is aware that radio frequency and cellular transmissions can be interrupted or impaired by natural events such as changes in atmospheric conditions, electrical storms and also by power failures and other events beyond the control of B&E.

G. NORMAL SERVICE HOURS Normal service hours for B&E are from 7:00AM until 4:00PM Monday through Friday. Additional charges will apply for overtime, Saturdays, Sundays, and holidays observed by B&E.

H. DUTIES OF THE CUSTOMER It is the duty of the CUSTOMER to test the system monthly at a minimum, to train any and all persons using the system, to notify B&E immediately of any system problems, to obtain and maintain any and all permits or licenses required for system installation and operation, and to provide a notification list of contacts to B&E, and to promptly inform B&E of any changes to said notification list in writing. If any wireless devices are included as part of the monitored system, it is the duty of the CUSTOMER to replace any and all batteries once a year at a minimum or when needed. It is also the duty of the CUSTOMER to turn off or remove items that may interfere with normal space protection by the system such as air conditioning equipment or pets that may interfere with motion detection, photobeam or infrared protection, while the system is in use.

I. CONDITIONS NOT COVERED BY THIS AGREEMENT

1. Acts of God
2. Acts of war, both declared or undeclared
3. Acts of terrorism
4. Failure of customer to follow instructions or training provided by B&E
5. Alteration, tampering or misuse of system
6. Battery replacement in wireless components
7. Electric power or telephone line outages or surges
8. Any other event outside the control of B&E

J. AGREEMENT CANCELLATION OR SUSPENSION Any of the following events can lead to agreement cancellation or suspension by B&E:

1. Non-payment by CUSTOMER for monitoring or service due B&E after CUSTOMER has been given 10 (ten) days notice of such by B&E
A reconnection fee may be charged.
2. CUSTOMER becomes a debtor in any bankruptcy case
3. Action or ruling by any governmental authority leading to the inability to provide monitoring or service
4. Absence of phone line service between CUSTOMER's monitored site and the designated central station.
5. Acts of God, strikes or other events beyond the control of B&E affect the proper operation of the designated central station or CUSTOMER'S monitored site is damaged beyond the practicality of monitoring the CUSTOMER'S site.

If monitoring service is terminated for any reason, B&E will be permitted to enter monitored site to disconnect the system from the central station. IT IS UNDERSTOOD THAT THE SYSTEM MAY NOT WORK WITH ANOTHER COMPANY'S CENTRAL STATION.

J. NUISANCE OR FALSE ALARMS CUSTOMER states that anyone having access to the system will take all precautions to avoid false or nuisance alarms. Nuisance or false alarms may also be caused by severe weather or other forces beyond the control of B&E. If a penalty or fine is imposed on CUSTOMER or on B&E due to numerous false or nuisance alarms by any municipal or other governmental agency, CUSTOMER agrees to pay any and all penalties or fines directly.

K. OUR LIMITED LIABILITY AND DISCLAIMER OF WARRANTY It is understood that B&E does not warrant that the CUSTOMER'S system cannot be by-passed or defeated, that it will always prevent a burglary or fire or holdup, or that it will always detect such events, or that it will always operate. CUSTOMER acknowledges and agrees that no representations or warranties are included, expressed or implied, as to any matter whatsoever, including but not limited to, the condition of the equipment, its fitness for any particular purpose or merchantability, nor has CUSTOMER relied on any representations or warranties, expressed or implied. This agreement limits the liability of B&E to \$250.00 (Two hundred fifty and 00/100 dollars). Any harm, including property loss or damage or personal injury or death, suffered due to the system's failing to properly operate, or due to carelessness or improper actions by B&E, is also agreed by CUSTOMER to be included as part of this limitation. IT IS ALSO UNDERSTOOD THAT B&E IS NOT AN INSURER FOR CUSTOMER'S MONITORED SYSTEM, SITE, CONTENTS, OR PERSONAL SAFETY OF ANY AND ALL OCCUPANTS OF THE MONITORED SITE. ANY INSURANCE ON ANY OF THE ABOVE SHALL BE PROVIDED BY CUSTOMER. ANY AMOUNT PAID BY CUSTOMER TO B&E IS BASED SOLELY ON THE SERVICE PROVIDED BY B&E TO CUSTOMER, AND NOTHING MORE. SHOULD ANY EVENT OCCUR AT THE MONITORED SITE, IT IS DIFFICULT TO DETERMINE IN ADVANCE THE EXTENT OF ANY DAMAGE OR LOSS, OR THAT THE SYSTEM WILL PROPERLY OPERATE OR THAT THE CENTRAL STATION WILL ALWAYS PROPERLY RESPOND FOR VARIOUS REASONS. IT IS ALSO DIFFICULT TO DETERMINE THE RESPONSE TIME OF ANY EMERGENCY FORCES. B&E SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DEFECTS OR DEFICIENCIES IN THE ELECTRO-PROTECTIVE EQUIPMENT OF ANY CUSTOMER(S), NOR SHALL B&E INCUR ANY LIABILITY FOR ANY DELAY IN RESPONSE TIME OR NON-RESPONSE OF POLICE, FIRE OR OTHER AUTHORITIES, INSTITUTIONS OR INDIVIDUALS NOTIFIED BY THE CENTRAL STATION. CUSTOMER AGREES THAT IN THE EVENT A COURT DECIDES THAT ANY BREACH OF THIS AGREEMENT, NEGLIGENCE, INSTALLATION, SERVICE BY B&E, OR MONITORING FAILURE LEADS TO THE DAMAGE

OR HARM, INCLUDING DEATH, PERSONAL INJURY OR PROPERTY DAMAGE TO CUSTOMER OR ANY OCCUPANT WITHIN THE MONITORED SITE, LIABILITY TO B&E IS LIMITED TO \$250.00 (Two hundred fifty and 00/100 dollars). IT IS ALSO AGREED THAT THIS IS THE ONLY REMEDY DUE CUSTOMER REGARDLESS OF ANY LEGAL METHOD OR THEORY DETERMINING LIABILITY ON THE PART OF B&E. SUBROGATION AND THIRD PARTY INDEMNIFICATION: ANY HARM OR DAMAGE, INCLUDING BUT NOT LIMITED TO DEATH, PERSONAL INJURY OR PROPERTY DAMAGE SUFFERED BY ANYONE OTHER THAN CUSTOMER DETERMINED TO BE CAUSED BY 1) FAILURE OF THE SYSTEM, 2) IMPROPER ACTIVITY OF B&E IN THE PROVIDING OF SYSTEM OR SERVICES, 3) NEGLIGENCE BY B&E, OR 4) A CLAIM FOR CONTRIBUTION OR INDEMNIFICATION, IT IS AGREED THAT CUSTOMER WILL PROMPTLY REPAY TO B&E 1) ANY AMOUNT ORDERED BY ANY COURT TO BE PAID BY B&E, 2) ANY AMOUNT REASONABLY AGREED TO BE PAID BY B&E, 3) ANY AMOUNT OF B&E'S REASONABLE LEGAL FEES, 4) ANY OTHER AMOUNT PAID BY B&E ASSOCIATED WITH ANY DAMAGE OR HARM. OBLIGATION TO REPAY B&E FOR THE ABOVE SHALL NOT APPLY IF DAMAGES OR HARM OCCURS WHILE A B&E TECHNICIAN OR SUBCONTRACTOR IS AT THE CUSTOMER'S MONITORED SITE AND SAID DAMAGE OR HARM IS SOLELY CAUSED BY THAT TECHNICIAN OR SUBCONTRACTOR. IT IS AGREED THAT CUSTOMER SHALL INDEMNIFY AND RELEASE B&E FROM ANY CLAIMS BY ANY PARTIES BRINGING SUIT OR CLAIM THROUGH THE AUTHORITY OF THE CUSTOMER OR IN THE NAME OF THE CUSTOMER, SUCH AS THE CUSTOMER'S INSURANCE COMPANY OR ANY OTHER ENTITY, CUSTOMER AGREES TO DEFEND B&E AGAINST ANY SUCH SUIT OR CLAIM. CUSTOMER SHALL INDEMNIFY B&E FROM ANY AND ALL CLAIMS ARISING FROM ANY INCIDENTS OR ACCIDENTS INCLUDING BUT NOT LIMITED TO PROPERTY DAMAGE, PERSONAL INJURY OR DEATH RELATED TO PERSONS RESPONDING TO A RECEIVED SIGNAL.

M. WAIVER OF A JURY TRIAL; LIMITATION ON LAWSUITS

Where permitted by law, no legal proceeding or lawsuit connected

with the system shall be heard by a jury. Each party involved gives up the right to a jury trial. Where permitted by law, any lawsuit connected with the system shall be brought or filed within one year from the date the event causing the lawsuit occurred. Any and all matters should be governed by the laws of the State of Mississippi.

THIS IS THE ONLY AGREEMENT FOR MONITORING BETWEEN THE CUSTOMER AND B&E. ANY EARLIER AGREEMENT, EITHER VERBAL OR WRITTEN, IS REPLACED BY THIS AGREEMENT. ANY CHANGES TO THIS AGREEMENT MUST BE IN WRITING AND SIGNED BY BOTH THE CUSTOMER AND B&E. ANY PURCHASE ORDER WITH TERMS DIFFERING FROM THIS AGREEMENT FOR THIS MONITORING SERVICE IS BOUND BY THE TERMS OF THIS AGREEMENT. IF ANY PART OF THIS AGREEMENT IS FOUND TO BE INVALID OR ILLEGAL BY A COURT OF LAW, THE BALANCE OF THE AGREEMENT SHALL REMAIN IN FORCE AND BINDING.

This agreement, which supercedes all previous agreements, is not binding until fully executed by both parties. In the event of disapproval, the only liability for B&E shall be any amount paid to B&E by CUSTOMER upon the signing of this agreement.

Customer's Printed Name

B&E Authorized Representative Printed Name

Customer Signature

B&E Authorized Representative Signature

Date of Signature

Date of Signature

<p>OFFICE USE ONLY</p> <p>_____ B&E Approval Signature</p> <p>_____ Date of Approval</p>
