



PREMISE INFORMATION (where your tattletale is located)

Completing this form is critical to activating the system. tattletale will call you to confirm that your system has been activated within one business day after receipt of this sheet and will test the system with you.

To ensure that your system is monitored you **must** perform a signal test with the monitoring station.

If you have not received confirmation that your system is active or if you have any other questions, call tattletale at: 1.888.tell.on.u

Type of location: home job site business

Time zone: Eastern Central Mountain Pacific

Name _____

Address _____

City _____ State _____ Zip _____

E Mail _____

IMPORTANT! A valid email address is required to activate your tattletale unit. It allows us to provide you with important updates and emergency service bulletins to ensure your security.

Phone # () - _____

System Default is 8565A
Site type - 1688
ATI Setup - 192, NOTTC2

serial number / Alt ID

Copy the serial number from the label on the bottom of your unit:

Account Number

verbal password

Create a password (4-10 characters). The password will be used to verify your identity to the tattletale operator. Use only common words that are not subject to misunderstanding. No profanity please.

CUSTOMER SIGNATURE DATE

PRINTED NAME

By signing this agreement you acknowledge that you have read, understand and agree to the terms and conditions stated on the Alarm Monitoring Agreement located on the back of this page. You also acknowledge that you have the authority to execute this agreement and to agree to these terms and conditions on behalf of the corporate entity, if any, listed above.

EMERGENCY CONTACT LIST We will call this list, in order

A

NAME _____

PHONE () - _____

HOME CELL

B

NAME _____

PHONE () - _____

HOME CELL

C

NAME _____

PHONE () - _____

HOME CELL

Police and Fire (Local numbers only. The police cannot dispatch from 911)

Local Police Department _____

Phone _____

Local Fire Department _____

Phone
In the event of an alarm event tattletale will call, in order:

- 1. Premise (where the alarm unit is located) Phone #**
- 2. Local Police Department**
- 3. Your Emergency Contact List**

Do you wish to change this order? If so indicate your preferred order by numbering the adjacent boxes.

Are there any special instructions that will help the authorities find your location?

Certain cities and municipalities may require you to obtain a permit for a nominal fee before installing a monitored security product. In cities where permits are required, if you do not have a current permit, the police or fire departments will not respond and/or fines may be levied.

permit number

Check with your local police department

DEALER INFORMATION

Name _____

Address _____

City _____ State _____ Zip _____

E Mail _____

Phone # _____

Fax # _____

BILLING INFORMATION

Company name _____

Attention _____

Address _____

City _____ State _____ Zip _____

Phone () Fax () - _____

Email _____

NATIONWIDE WIRELESS MONITORING AGREEMENT

12 mos. @ \$35/mo. = \$420

IF YOU NEED ADDITIONAL MONTHS:

mos. @ \$35/mo. = \$

TOTAL = \$

Visa Mastercard AMEX Discover Cash Expiration Date / - / -

credit card number

ALARM MONITORING AGREEMENT

TERMS AND CONDITIONS OF MONITORING (rev6) THIS SYSTEM IS NOT APPROVED FOR USE IN PROXIMITY WITH BLASTING MATERIALS

A. Purpose of this Agreement

1. This Agreement is between and among the Subscriber (referred to as "YOU") and TattleTale Portable Alarm Systems, Inc. ("TattleTale"). The monitoring company which monitors YOUR Alarm System ("Monitoring Company") and the company that leases or sold to YOU the Alarm System (the "Retailer") are not parties to this Agreement, but this Agreement is also for the express benefit of and may be enforced by the Monitoring Company and the Retailer as third party beneficiaries. The Alarm System is a TattleTale Portable Alarm. YOU acknowledge and agree that the Retailer is delivering the Alarm System to YOU but has not and will not participate in the installation, placement or connection of the Alarm System. The Retailer is the entity from whom YOU have purchased or leased the Alarm System.

2. The purpose of this Agreement is to provide alarm monitoring services at YOUR premises. TattleTale will engage the Monitoring Company on YOUR behalf. YOU understand and agree that the Alarm System and any related monitoring services are not designed or intended to prevent harm, injury or loss, but rather to report certain events. YOU understand and agree that alarm monitoring service only includes the Monitoring Company reacting to alarm signals received by the Monitoring Company from the Alarm System at YOUR premises. YOU state that YOU have the authority to enter into and sign this binding Agreement.

B. Monitoring Services – Your Responsibilities

YOU agree that effective monitoring of signals requires YOUR cooperation. YOU understand and agree:

1. To use your best efforts to keep the Alarm System in good working order and to weekly test the Alarm System, including its internal backup battery, and to immediately repair or have repaired anything YOU, TattleTale or the Monitoring Company find is wrong.
2. To avoid doing anything which might damage the Alarm System or which might cause false signals.
3. To keep all account information updated by informing TattleTale of any changes.
4. To pay any fines which may result from false alarms and to pay for and obtain any permits that might be required.
5. To let TattleTale speak for YOU in giving the Monitoring Company, verbally or in writing, any and all monitoring and response instructions relative to the operation or nonoperation of YOUR Alarm System or components of YOUR Alarm System.
6. To have a siren activated for all alarms.
7. Not to use the Alarm System in proximity to blasting devices unless you have determined that it is safe to do so.
8. To make sure that there is adequate cell signal strength (solid or flashing cell light) each time you arm the tattletale base unit.
9. To send a test signal to the central monitoring station (CMS) once a week to make sure an alarm signal is received by the CMS.

C. Monitoring Services

The Monitoring Company, which company may be changed from time to time, at TattleTale's sole discretion, will endeavor to provide the following monitoring services for YOU:

1. When it receives an emergency signal from the Alarm System, it will try to telephone the authorities and persons on the notification list supplied by YOU.
2. If it has reason to believe that no emergency actually exists, then it can choose not to make those calls. Signals which it believes do not indicate an emergency will be treated according to its procedures.

D. Limitation of Responsibilities and Liabilities

YOU understand and agree that:

1. The Monitoring Company is only providing the monitoring service for YOUR Alarm System. It is not responsible for the sale, lease, design, installation, maintenance, repair, or insurance of the Alarm System or any other equipment located at YOUR premises.
2. The Alarm System can be bypassed and, for numerous reasons, may not always operate properly. Therefore, the Monitoring Company disclaims all warranties, express or implied, including those of merchantability or fitness that its services will avert, deter or prevent any loss which a monitoring service might alleviate or mitigate.
3. None of Retailer, TattleTale and the Monitoring Company can control the response of fire departments, police departments, emergency medical services or others.
4. None of Retailer, TattleTale and the Monitoring Company is providing a guard service under this agreement.

YOU understand and agree that:

1. The monitoring service cannot and does not take the place of insurance.
2. None of Retailer, TattleTale and the Monitoring Company is an insurer. Insurance, if any, must be obtained by YOU. Payments provided under this agreement are based solely on the value of the service as contemplated by this agreement, and are unrelated to the value of YOUR property.
3. None of Retailer, TattleTale and the Monitoring Company is responsible for any harm or loss to YOU or to others which might occur at the premises where the Alarm System is placed, including but not limited to business or personal loss, theft of property or money, property damage, personal injury or death. YOU would be charged a much higher price for the Alarm System and/or monitoring service if TattleTale or the Monitoring Company were going to be responsible for such harms.
4. YOU acknowledge that it is impractical and extremely difficult to fix the actual damages, if any, which may result from failure to perform any of the obligations under this agreement, or the failure of the Alarm System to properly operate. This is due, among other things, to: (a) the uncertain value of YOUR property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged, or otherwise affected by occurrences which the Alarm System and/or monitoring service is designed to detect; (b) the inability to ascertain what portion, if any, of any loss would be caused by the failure of monitoring services or the failure of the Alarm System to operate; and (c) the nature of any services provided under this agreement.

Therefore, YOU understand and agree that:

- (a) None of Retailer, TattleTale and the Monitoring Company is responsible for any insurance covering any harm or loss to YOU or to others which might occur at the premises where the Alarm System is placed, including but not limited to business or personal loss, theft of property or money, property damage, personal injury or death. If YOU desire insurance, YOU agree that YOU will obtain insurance from an insurance company in an amount which YOU deem necessary to protect YOUR interests.
- (b) YOU agree that YOU must provide written notice of any claim or potential claim connected with this agreement within sixty (60) days of the occurrence giving rise to such claim or potential claim or such claim or potential claim will be considered waived and invalid. In addition, unless specifically prohibited by law, YOU agree that no lawsuit or other legal proceeding connected with this agreement may be filed or brought more than one (1) year after the incident giving rise to the claim.
- (c) YOU agree that Retailer, TattleTale and the Monitoring Company shall not be liable for any losses or damages to YOU regardless of origin, to person or property, whether directly or indirectly caused by the performance or nonperformance of any obligation imposed by this agreement or by the negligent acts or omissions of the Retailer, TattleTale or the Monitoring Company.
- (d) Even if a court or other fact finder decides that a problem with the Alarm System or monitoring service, or improper or careless activity by Retailer, TattleTale and/or the Monitoring Company caused or allowed any type harm or loss to YOU or to others, YOU agree that the liability of Retailer, TattleTale and/or the Monitoring Company, as the case may be, will be limited to six (6) times the monthly monitoring fee paid by YOU or \$250.00, whichever shall be greater, and this liability shall be complete and exclusive.
- (e) YOU, on behalf of yourself and your insurer, hereby release, discharge, and agree to indemnify, defend and hold harmless Retailer, TattleTale, and the Monitoring Company and their officers, directors, employees and agents, from any and all claims, liabilities, damages, loss or expenses arising from or caused by any hazard, whether or not covered by insurance, resulting from or related to this agreement, whether or not caused by the negligence, active or passive, of Retailer, TattleTale and/or the Monitoring Company and whether the claim is made by YOU, YOUR agents or insurance company, or by any other parties claiming under or through YOU. YOU agree to indemnify, defend and hold harmless Retailer, TattleTale and the Monitoring Company, and their officers, directors, employees and agents, from any and all claims for subrogation which may be brought against them or their officers, directors, employees and agents, by any insurer or insurance company or its agents or assigns or any other parties including payment of all damages, expenses, costs and attorneys fees. YOU agree to notify YOUR insurance company of this release.

E. Suspension of This Agreement

YOU understand and agree that the Monitoring Company may stop monitoring YOUR Alarm System temporarily, without notice and without liability or penalty, for the following reasons:

1. If it receives too many false, redundant or similar signals from the Alarm System.
2. If the telephone, radio telemetry, or wireless signal system between the Alarm System and the Monitoring Company is not working properly.
3. If strikes, floods, fire or other events beyond the Monitoring Company's control affect the operation of its Central Station or the telephone, radio telemetry or wireless signal system.

F. Cancellation of This Agreement

YOU understand and agree that the Monitoring Company may stop monitoring the Alarm System permanently, without liability or penalty, for the following reasons:

1. If it receives too many false alarms from the Alarm System.
2. If it is legally prevented from monitoring the Alarm System.
3. If YOU do not pay, in advance, for monitoring services.
4. If TattleTale notifies the Monitoring Company in writing that it is canceling YOUR monitoring service, if TattleTale and/or the Monitoring Company end their agreement, or if TattleTale does not pay the Monitoring Company for its monitoring services. Either of the Monitoring Company or TattleTale will give YOU ten (10) days advanced notice, in writing, of its intention to unilaterally stop monitoring YOUR Alarm System. Upon giving such notice, this Agreement and TattleTale and the Monitoring Company's responsibilities will end on the date fixed in the termination letter. No later than the termination date, YOU agree to immediately and permanently disable and disconnect YOUR system from sending signals to the Monitoring Company and/or allow a representative of TattleTale to immediately enter YOUR premises, at added cost to YOU, to disconnect YOUR Alarm System and/or reclaim any property or programming that may be owned by TattleTale, or be solely responsible for all fines, fees and/or penalties, costs of collection and reasonable attorney's fees that may be imposed by telephone companies, government agencies, TattleTale, the Monitoring Company, and/or other parties.

G. Period of Service

The period of monitoring service under this Agreement is from the date monitoring service actually begins until terminated by YOU, TattleTale, or the Monitoring Company in accordance with this Agreement. YOU may terminate service on any six-month anniversary of the date monitoring actually begins by giving ninety (90) days advance notice in writing of any intent to cancel.

H. Third Party Indemnification

If anyone asks Retailer, TattleTale or the Monitoring Company to pay for any harm or loss to YOU or to others which is claimed to be related to or to have resulted from the design, installation, sale, lease, maintenance, operation, misoperation, or non-operation of the Alarm System, or the monitoring service, YOU will repay Retailer, TattleTale and/or the Monitoring Company:

1. Any amount which a court orders Retailer, TattleTale and/or the Monitoring Company to pay; and
 2. The amount of Retailer's, TattleTale's and/or the Monitoring Company's reasonable attorneys fees and other costs and expenses which Retailer, TattleTale and/or the Monitoring Company has paid in connection with the harm or loss.
- This provision will apply to all claims, lawsuits, actions or damages, whether or not caused by Retailer's, TattleTale's and/or the Monitoring Company's negligent performance, whether active or passive, and to all claims based upon defects in design, sale, lease, installation, maintenance, monitoring, operation, misoperation or non-operation of the Alarm System, whether those claims be based upon negligence, active or passive, warranty, strict liability, product liability or breach of contract on the part of Retailer, TattleTale and/or the Monitoring Company, or their respective directors, officers, employees, agents or assigns, or any other theory.

I. Right to Subcontract

YOU agree that TattleTale and/or the Monitoring Company may subcontract to third parties who may be independent of them any services required under this Agreement. None of Retailer, TattleTale and the Monitoring Company shall be responsible for any loss or damage sustained by YOU by reason of the careless or improper acts of any third party.

J. Application of This Agreement to Other Organizations

YOU agree that any individual, organization or company which participated in any way in the design, construction, sale, lease, installation, maintenance or monitoring of the Alarm System may invoke the provisions of this Agreement – including but not limited to any and all limitation of liability, waiver, release and indemnification provisions – against any claims by YOU, or by someone claiming through YOU or on YOUR behalf, when the claim alleges any failure on the part of such organization or company or otherwise.

K. Complete Agreement and Facsimiles

Should there arise a conflict of terms or agreements and understandings between this Agreement and YOUR purchase order, YOU agree that this Agreement shall govern. Everything that YOU and TattleTale have agreed upon is written in this Agreement. YOU have no separate agreement with the Monitoring Company. This Agreement replaces all earlier agreements and understandings, whether spoken or written. Nothing that YOU, Retailer, TattleTale or the Monitoring Company may have said can change this Agreement. This Agreement can only be changed in writing, and the writing must be signed by YOU and by TattleTale, and any such change shall not affect the rights or obligations of the Monitoring Company or Retailer without its written consent. This Agreement will be accepted by TattleTale in Ohio, USA and shall be subject to and governed solely by the laws of the State of Ohio, and all parties to this Agreement agree to the exercise of jurisdiction in the appropriate court in the State of Ohio. YOU state that YOU have received a copy of this Agreement. If any part of this Agreement is declared invalid or unenforceable by any court of any competent jurisdiction, the remainder of the Agreement shall continue to be valid and enforceable. Any notice to be given hereunder by any party shall be in writing, sent First Class mail, addressed to such party at the address contained herein. A facsimile of this Agreement is valid and binding for all purposes.

L. Survival

These terms and conditions are intended to survive expiration or termination of this Agreement.

M. Retailer

In the event Retailer is acting as billing and collection agent with respect to Monitoring Services, all payments for Monitoring Services shall be paid to Retailer. Issuance of bills by Retailer and acceptance of payments shall not give rise to any duty or obligation by Retailer. The Alarm System is not manufactured by Retailer and Retailer makes no warranty express or implied of merchantability, of fitness for purpose or of any kind with respect to the alarm System or the services rendered under this Agreement. Retailer shall make the warranty of TattleTale available to YOU solely to the extent permitted by the terms and conditions of such warranty.

ACCEPTANCE: YOU UNDERSTAND THAT NO ALARM SYSTEM -- NOT EVEN A TATTLETALE -- CAN PREVENT A BREAK-IN, LOSS OR INJURY. ALARM SYSTEMS MERELY REPORT CERTAIN OCCURRENCES, AND EVEN THIS REPORTING FUNCTION CAN FAIL. YOU NEED TO PROPERLY SET UP YOUR TATTLETALE OR DO REGULAR TESTS OF THE SYSTEM. LIKEWISE, TATTLETALE PORTABLE ALARM SYSTEMS, INC. CANNOT BE RESPONSIBLE FOR THE ACTIONS OF THE MONITORING COMPANY AND CANNOT GUARANTEE THE RESPONSIVENESS OF FIRE DEPARTMENTS, POLICE DEPARTMENTS, EMERGENCY MEDICAL SERVICE COMPANIES OR OTHER SERVICE PROVIDERS. TATTLETALE PORTABLE ALARM SYSTEMS, INC.'S OBLIGATIONS AND LIABILITIES ARE DESCRIBED IN GREATER DETAIL IN THE "TERMS AND CONDITIONS OF MONITORING" IMMEDIATELY ABOVE AND IN THE "TWO-YEAR LIMITED WARRANTY" ACCOMPANYING THIS PRODUCT. YOU AGREE TO THESE TERMS AND CONDITIONS AND ACKNOWLEDGE THAT TATTLETALE IS NOT AN INSURER AND THAT THE TERMS AND CONDITIONS SPECIFICALLY LIMIT TATTLETALE'S LIABILITY AND YOUR RIGHTS.