

**CITY OF WOODSTOCK**  
**121 West Calhoun Street, Woodstock, Illinois 60098**  
**ALARM SYSTEM MONITORING AGREEMENT**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the CITY OF WOODSTOCK (“City”), 121 West Calhoun Street, Woodstock, Illinois and

\_\_\_\_\_ (“Subscriber”).

\_\_\_\_\_  
(Name of Corporation/Agency)

Subscriber Contact and Title \_\_\_\_\_

Name of occupancy to be monitored:

Address to be monitored:

Property Owner

(if different than Subscriber):

1. **SYSTEM SERVICE:** The Subscriber agrees to procure alarm system monitoring service during the term of this Agreement from the City. The alarm monitoring fee shall include standard installation and lease 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 within the City of Woodstock’s Alarm System Monitoring Application.

2. **TERM, PAYMENT, RENEWAL:** Subscriber hereby agrees to pay the City the following:

**Monitoring Fee is \$90.00 per month for each wireless connection to the Woodstock Police Department Dispatch Center. Each additional connection, where the signal can be conveyed using the same wireless transmitter, will be assessed an additional \$25 a month monitoring fee. Wired connections that are monitored by the equipment leased by the Woodstock Police Department Dispatch Center will be required to pay a \$25 a month monitoring fee for each connection. All fees are payable in advance and due within 20 days of the invoice date. All of the monthly monitoring charges are subject to increases as set forth in Paragraph 9. In addition, together with the first monthly payment as set forth above, Subscriber shall pay the pro rata share of the charges for the period in which service commenced.**

**Annual Alarm Registration fee of \$25.00 for the first year and renewal fee of \$10.00 will be included on the invoice for each annual anniversary of this agreement.**

This Agreement shall be in effect beginning \_\_\_\_\_ and remain in force unless terminated by either party in writing by registered mail, with not less than sixty (60) days notice.

3. **CITY LIABILITY DISCLAIMER OF WARRANTIES:** CITY DOES NOT REPRESENT OR WARRANT THAT THE ALARM SYSTEM OR THE MONITORING THEREOF WILL PREVENT ANY LOSS BY FIRE, BURGLARY 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 CITY HAS MADE NO REPRESENTATIONS OR 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 BY THE CITY, EXPRESSED OR IMPLIED. SUBSCRIBER FURTHER ACKNOWLEDGES AND AGREES THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESSED WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. SUBSCRIBER FURTHER ACKNOWLEDGES AND AGREES: (A) THAT CITY 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 SUBSCRIBER HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY 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. **CITY IS NOT AN INSURER; LIMIT OF LIABILITY:** It is understood and agreed that since the City 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. The City 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 there from which the system or service is designed to detect or avert. Subscriber acknowledges that it is impractical and extremely difficult to fix the 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 or police department, should either or both of these departments 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 the City's failure to perform or by the equipment to properly operate; and

**D. The nature of the service to be performed by City. Subscriber understands and agrees that if, notwithstanding the above provisions, the City should be found liable for personal injury or property loss or damage due to failure of the City's obligations herein, including but not limited to, installation, maintenance, monitoring, service or the failure or malfunction of the system or equipment in any respect whatsoever, City's liability shall be limited to a sum equal to the total of six (6) months charges or Five Hundred Forty (\$540.00) 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 the City, Fox Valley Fire & Safety Company, Inc. (the City's Subcontractor), any future subcontractors that are representing the City, or the Woodstock Fire/Rescue District, including all of these organizations' agents, servants, assigns or employees.**

If Subscriber wishes the City to assume greater liability, Subscriber has the right to obtain from City, 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 the City 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 the City, Fox Valley Fire & Safety Company, Inc., any future subcontractors that are representing the City or the Woodstock Fire/Rescue District, for any reason relating to the City'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 the City, Fox Valley Fire & Safety Company, Inc., any future subcontractors that are representing the City and the Woodstock Fire/Rescue District 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 the City, Fox Valley Fire & Safety Company, Inc., any future subcontractors that are representing the City and the Woodstock Fire/Rescue District, including their agents, servants, assigns or employees.

This Agreement by Subscriber to indemnify the City, Fox Valley Fire & Safety Company, Inc., any future subcontractors that are representing the City and the Woodstock Fire/Rescue District against third party claims as 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, which losses, damages, expenses and liability occur while an employee of the City, Fox Valley Fire & Safety Company, Inc., any future subcontractors that are representing the City and/or the Woodstock Fire/Rescue District 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 the City, Fox Valley Fire & Safety Company, Inc., any future subcontractors that are representing the City and the Woodstock Fire/Rescue District against all claims, demands, suits, expenses and damages by judgment or otherwise, which may be now or hereafter incurred as a result of or arising out of 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. **SETTING OF THE SYSTEM:** Subscriber acknowledges that the service provided herein requires the setting of the alarm system which shall be the sole and exclusive responsibility of the Subscriber. That as the local protective system at Subscribers premises is not the property of the City and said system is to be kept in working condition by Subscribers Alarm Company, the City cannot be responsible, at any time, for its working condition, or failure of same. The duty of the City is to maintain in working order, its Remote Station Facility and Keltron Wireless Network and the radio transceiver located at the Subscribers address.
8. **ADDITIONAL CHARGES:** In addition to the monitoring service charges above, the Subscriber agrees to pay all municipal, state or federal taxes, sales taxes, assessments, fees and/or connection charges between Subscriber and the City.
9. **INCREASE IN MONTHLY CHARGES:** The City 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, normal cost of living expenses, dispatch costs and all other charges, which hereinafter are imposed on or by the City and which relate to the services provided under this Agreement, and Subscriber agrees to pay such increased monthly charges. The City agrees to notify Subscriber 90 days in advance of any fee increases.
10. **CHANGE IN OWNERSHIP OF SUBSCRIBERS PREMISES:** Subscriber acknowledges that the sale or transfer of Subscriber's premises shall not relieve Subscriber of Subscriber's duties and obligations under this Agreement and Subscriber remains bound to follow all notice and termination provisions of this Agreement. Subscriber may not assign or permit anyone to take subject to this Agreement without the written consent of the City.
11. **ASSIGNEES/SUBCONTRACTORS OF THE CITY:** The City 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 entire Agreement, and particularly those paragraphs relating to the City'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 the City, and that they bind Subscriber with respect to said assignees and/or subcontractors with the same force and effect as they bind Subscriber to the City.
12. **TELEPHONE LINES:** Subscriber shall pay all charges made by any telephone company or other utility for all installation, leasing and service charges of telephone lines connecting Subscriber's protected premise to the City's 911 Center including but not limited to 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 the City and are maintained and serviced by the applicable telephone company or utility.
13. **SELECTION OF SYSTEM COMPONENTS:** The Subscriber agrees that the City shall have no liability for the failure to install any equipment or systems not designated to be installed in this Agreement.

14. **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.
15. **ATTORNEY'S FEES:** In the event it shall become necessary for the City to institute legal proceedings to collect the cost of the monthly charge or to otherwise pursue the City's rights or enforce Subscriber's obligation herein, then, and in such proceedings, Subscriber shall pay the City's reasonable attorney's fees.
16. **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.
17. **ENTIRE INTEGRATED AGREEMENT; MODIFICATION; ALTERATIONS; 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 supersedes 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.
18. **NOTICES:** All notices to be given hereunder shall be in writing and may be served, either personally or by mail, postage prepaid at the address shown herein.
19. **TESTING:** It is the responsibility of the Subscriber to test the system for proper operation periodically but not less than annually. Testing of the system shall include transmission of alarm signals to the City's Dispatch Center. The Alarm Registration process described within the City's municipal code requires the Subscriber to present proof of annual Fire Alarm testing by a licensed Alarm Company of their choosing.
20. **INSPECTION AND TEST SERVICE:** If Subscriber so requests, the City can provide information on the requirements for inspection and test of Subscriber's system(s) on an annual, semi-annual, quarterly, or monthly basis.
21. **ALARM SYSTEM STATUS:** In the event an alarm system at a 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 City may utilize the services provided by Fox Valley Fire & Safety Company, Inc. or a City designated contractor to repair the system and invoice the Subscriber accordingly for any fees charged by Fox Valley Fire & Safety Company, Inc. or a City designated contractor. 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 the City have immediate access to Subscriber's transmitter in the event of interference. Accordingly, Subscriber agrees to: (A) provide the City with immediate access to the premises as necessary; or (B) give the City immediate access on a 24-hour basis to the radio transmitter in the event of a malfunction which could affect other radio transmission and the City agrees to give Subscriber reasonable notice feasible in those circumstances. In the event Subscriber refuses the City access, Subscriber hereby authorizes the City 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 the City enters Subscriber's premises for the purpose of fixing or removing the radio transmitter.
22. **INTERRUPTION OF SERVICE:** The City assumes no liability for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service, acts of God, or for any other cause beyond the control of the City and will not be required to supply service to Subscriber while interruption of service due to any such cause may continue.
23. **SUSPENSION OR CANCELLATION OF THIS AGREEMENT:** This agreement may be suspended or cancelled at the option of the City and without notice, if any City premises or any of the equipment in the City's control necessary to meet the City's obligations under this Agreement are destroyed by fire, flood or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the City is unable to render service as a result of any action by other governmental authorities.
24. **DEFAULT BY SUBSCRIBER:** If Subscriber fails to pay any amount herein provided within ten (10) days after the same is due and payable, or if Subscriber fails to perform any other provisions hereof within ten (10) days after the City shall have requested in writing performance thereof, the City shall have the right but shall not be obligated to exercise its rights to recover the money owed under this Agreement, to disconnect the Subscriber from the system upon five (5) days written notice to Subscriber and to recover from Subscriber any and all sums to which the City may be entitled under law.
25. **DELINQUENCY; RECONNECT CHARGES; INTEREST:** In the event any payment due hereunder becomes delinquent, the City may impose a late payment penalty of 10%, or the highest amount allowed under the law, whichever is less. 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 the City a reconnect charge to be fixed by the City in a reasonable amount.
26. The City desires to connect wireless radios into the system with little or no impact on the customer. Before the City 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.
  - B. The Subscriber's alarm company must supply a reverse polarity module (12vdc) wired to an approved terminal strip type junction box located outside the alarm control panel. The point of connection wires or terminals must be clearly tagged.
  - C. If the Subscriber's alarm company wishes to be present at the time of connection, they must schedule an appointment through the Fox Valley Fire & Safety Company or the City's designated contractor.
  - D. In the event the City or its designated contractor is unable to perform the installation as requested, due to circumstances beyond its control and a return visit is necessary, an additional return trip charge will be invoiced to the Subscriber.
27. **CITY CODE COMPLIANCE:** Subscriber agrees to abide by the City Code, specifically Title 4, Public Health and Safety, Chapter 11, Fire and Security Alarm Systems, which provides the rules and regulations for fire/security alarms within the City of Woodstock. This code section may be amended from time to time as determined by the City Council without notice to the Subscriber.
28. **RECEIPT OF COPY:** Subscriber acknowledges receipt of a copy of this Agreement.

- 29. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Illinois and the City of Woodstock Municipal Code. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court for the Twenty Second Judicial Circuit, McHenry County, Illinois.
- 30. **CAPTIONS AND PARAGRAPH HEADINGS:** Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.
- 31. **AUTHORITY:** Each signatory to this Agreement represents that he or she has the authority to enter into this Agreement.

This Agreement shall not be binding upon the City of Woodstock unless approved in writing by an authorized representative of the City. In the event of non-approval, the only liability of the City shall be to return to Subscriber the amount, if any, paid to the City by Subscriber upon the Subscriber's signing of this Agreement.

**SUBSCRIBER'S ACCEPTANCE:**

In accepting this Agreement, Subscriber agrees to the terms and conditions contained herein, including those on the reverse side and the attached schedule of service. Attention is directed to the Warranty, Limit of Liability and Other Conditions on both sides.

**CITY OF WOODSTOCK:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
 \_\_\_\_\_  
 Name Printed or Typed Title

**SUBSCRIBER:**

Signature \_\_\_\_\_ Date \_\_\_\_\_  
 \_\_\_\_\_  
 Name Printed or Typed

Property Owner (if different than Subscriber):

Signature \_\_\_\_\_ Date \_\_\_\_\_  
 \_\_\_\_\_  
 Name Printed or Typed