

# MONITORING SERVICES AGREEMENT

## **BWS FIRE SYSTEMS, INC.**



1918 WHITEHALL DRIVE ♦ CORINTH, TEXAS 76205  
Phone 940-321-9924 ♦ Fax 940-321-0506 ♦ Email [bwsfiresystems@centurytel.net](mailto:bwsfiresystems@centurytel.net)

THIS AGREEMENT, made this 18<sup>th</sup> day of April 2005, by and between BWS Fire Systems, Inc. (herein after called the "Company") and

Wise County EMS Services Facility  
(name)

1101 Rose Avenue  
(address)

Decatur, Texas 76234  
(City, State Zip Code)

(herein after called the "Subscriber")

WITNESSETH: That for the considerations hereinafter specified, the parties do, for themselves, their successors and assigns, mutually agree as follows:

1. The Company agrees to provide monitoring and notification services of the building fire alarm system as set forth in this Agreement through Southwest Dispatch Center, an independent UL GRADE A Central Station.
2. The fee to be paid by Subscriber to Company for such services shall be \$30.00 per month (plus applicable tax). Such fees will be paid to the Company by the Subscriber in advance at the beginning of service. Subscriber specifically agrees that failure to make payment herein provided shall automatically terminate the Company's obligation to render it's services to the Subscriber. However, the failure to render it's services shall not be considered an election of remedies by the Company, and this Agreement will remain in full force and effect until terminated mutually by both parties.
3. The term of this Agreement is for one year and shall automatically renew from year to year, unless the Company or the Subscriber gives notice to the other of it's intention not to renew thirty days prior to the commencement of the renewal period.
4. The obligation of the Company to render service to the Subscriber shall be effective only after (a) the Company has received an executed copy of this contract, (b) the Subscriber has paid necessary fees set forth by this contract, and (c) the Company has installed the necessary communication equipment or has tested the Subscriber's equipment for function and reliability.
5. The Company and the Subscriber agree that the Company's sole and only obligation under this agreement is to provide monitoring services through Southwest Dispatch Center.
6. It is understood that the Company owns none of the electro-protective equipment on the Subscriber's premises, and has no responsibility for the condition and/or the functioning thereof and that maintenance, repair, service, replacement and insurance of the equipment are not covered by this agreement.
7. The Company shall not be liable for any loss or damage caused by defects or deficiencies in the electro-protective equipment nor shall the Company incur any liability for any delay in response time or non-response of Fire, or other authorities or individuals by the Company through Southwest Dispatch Center.
8. The Company shall not be responsible for any fees, charges or assessments imposed by any government authority or other persons in connection with false alarms from any equipment on Subscriber's premise.

MONITORING SERVICES AGREEMENT

9. This agreement may be suspended by the Company should the equipment become so disabled or unreliable that further monitoring is impracticable.

10. It is understood and agreed by the parties hereto that the Company is not an insurer and that insurance, if any, covering personal injury or property damage on Subscriber's premises shall be obtained by the Subscriber. The Company is being paid to monitor a system designed to reduce certain risks of loss and the amount being charged by the Company is not sufficient to guarantee that no loss will occur. The Company is not assuming responsibility for any losses which may occur even if due to Company negligence or failure to perform any obligation under this agreement.

11. Since it is impractical and extremely difficult to fix damages which may arise due to the failure of services, provided, if notwithstanding the above provisions, there should arise any liability on the part of the Company, such liability for loss sustained by the Subscriber caused by the Company's negligence, shall be limited to \$250.00 as liquidated damages. This sum shall be the complete limit of the Company's liability and shall not be deemed as a penalty.

The parties specifically agree that any notices required to be given under this Agreement shall be made in writing and sent to the address of each party indicated herein. This Agreement contains the entire understanding between the parties and may be altered or modified only in writing agreed to by both parties. This Agreement may not be assignable by either party except upon the written consent of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above and specifically represent that the person executing the same in behalf of each party is fully authorized to do so.

Wise County, EMS  
(Subscriber)

BY: R. R. Oliver

TITLE: County Judge

BWS Fire Systems, Inc.

BY: [Signature]

TITLE: PRESIDENT