



ARCO Electronics, Inc.
BURGLAR AND FIRE ALARM SYSTEMS

SECURING YOUR FUTURE

CUSTOMER INFORMATION			DATE: 06-28-2021																																					
NAME: Sonoma Townhomes at Doral			PRIMARY CODE _____																																					
COMPANY NAME (If Applicable): _____			Billing Account# _____																																					
ADDRESS: 5691 NW 114th Ave.			Permit# _____																																					
CITY: Doral STATE: FL ZIP: 33178			Monitoring Fee \$3,669.75 Per Month																																					
PRIMARY PHONE: 786-600-7489 SECONDARY: _____			Contract Term 3 Years																																					
EMAIL: Sonomadoral@managedbyaffinity.com FAX: _____																																								
<input checked="" type="checkbox"/> Basic Monitoring <input type="checkbox"/> Long Distance <input type="checkbox"/> AutoNotification*		<input type="checkbox"/> Basic Video <input type="checkbox"/> Supervised Video <input type="checkbox"/> Elevator System* <input type="checkbox"/> IP Communicator	<input type="checkbox"/> Open/Close <input type="checkbox"/> Log Only <input type="checkbox"/> Call Premise <input type="checkbox"/> Supervised	<u>Monthly Reports</u> Fax <input type="checkbox"/> Email <input type="checkbox"/> Mail <input type="checkbox"/>	Timer Test <input type="checkbox"/> Supervised TT <input type="checkbox"/> Interval: _____																																			
PANEL: _____ FORMAT: _____ <small>* AutoNotification Monitoring Requires CID Format and signed waiver (see below)</small>		<input type="checkbox"/> Business <input checked="" type="checkbox"/> Residence <small>*Elevator System must be programmed to (305) 227-2077</small>	<input type="checkbox"/> Radio <input type="checkbox"/> AlarmNet <input type="checkbox"/> DSC <input type="checkbox"/> Telguard <input type="checkbox"/> Other: M2MLTE	<u>Signal Notification</u> Email <input type="checkbox"/> SMS/TXT <input type="checkbox"/> <input type="checkbox"/> Phone: _____ Carrier: _____ <input type="checkbox"/> Email: _____																																				
Signals: Alarm <input type="checkbox"/> Trouble <input type="checkbox"/> Restore <input type="checkbox"/> ALL <input type="checkbox"/>																																								
Contact Name _____																																								
<div><div><p><u>AutoNotification Monitoring Information and Waiver</u></p><p><input type="checkbox"/> By Selecting this option, the Subscriber and the Installer both agree and understand that AutoNotification Monitoring is designed to ONLY notify the subscriber of signals received. No operator action will be taken, no other notification will occur, and authorities will NOT be dispatched. The Subscriber is responsible for notifying the Central Station if authorities need to be dispatched. Notifications will be transmitted to the Subscriber's email or mobile phone SMS. It is the responsibility of the Installer to notify and inform the Subscriber of this option and the process by which monitoring will be provided.</p><p>Subscriber's preferred method of signal communication is as follows:</p><p><input type="checkbox"/> Email: _____</p><p><input type="checkbox"/> Mobile: _____</p><p>Mobile Carrier _____</p></div><table border="1"><thead><tr><th>Zone</th><th>Description</th><th>Other Information:</th></tr></thead><tbody><tr><td></td><td></td><td>\$15.75(monthly monitoring fee per unit) x 233 units = \$3,669.75 plus tax per month for a 36 month period Arco Electronics, Inc. will install an M2M LTE cellular communicator in each of the 233 units at Sonoma at Doral, program them and activate them with the appropriate cellular provider free of charge. Arco Electronics, Inc. agrees that there will be no charge to homeowners new or old who wish to update their personal information with us.</td></tr><tr><td></td><td></td><td><table border="1"><thead><tr><th></th><th>M-F</th><th>SAT</th><th>SUN</th><th>HOL</th><th></th></tr></thead><tbody><tr><td>OPEN</td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>CLOSE</td><td></td><td></td><td></td><td></td><td></td></tr></tbody></table></td></tr></tbody></table><div><p><u>Fire Account Information (If Applicable)</u></p><p><input type="checkbox"/> U.L. <input type="checkbox"/> FM <input type="checkbox"/> ETL <input type="checkbox"/> F01 - Monitoring with Runner Service <input type="checkbox"/> F02 - Local Account with Runner Service <input type="checkbox"/> F03 - Monitoring NO Runner <input type="checkbox"/> F04 - Local Account NO Runner</p><p>Runner Tel: _____ Panel Location: _____ Panel Access: _____ Other: _____</p></div><p><u>Subject to the terms and conditions stated on the standard monitoring agreement attached</u></p><table border="1"><thead><tr><th colspan="2">Signature</th><th colspan="2">Signature</th></tr></thead><tbody><tr><td colspan="2">Name _____ Signature _____</td><td colspan="2">Name Jimmy Hernandez Signature _____</td></tr></tbody></table><div><p>*Ninel Naus / SONOMA TREASURER Customer Name _____ Signature _____ July 7, 2021</p></div></div>						Zone	Description	Other Information:			\$15.75(monthly monitoring fee per unit) x 233 units = \$3,669.75 plus tax per month for a 36 month period Arco Electronics, Inc. will install an M2M LTE cellular communicator in each of the 233 units at Sonoma at Doral, program them and activate them with the appropriate cellular provider free of charge. Arco Electronics, Inc. agrees that there will be no charge to homeowners new or old who wish to update their personal information with us.			<table border="1"><thead><tr><th></th><th>M-F</th><th>SAT</th><th>SUN</th><th>HOL</th><th></th></tr></thead><tbody><tr><td>OPEN</td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>CLOSE</td><td></td><td></td><td></td><td></td><td></td></tr></tbody></table>		M-F	SAT	SUN	HOL		OPEN						CLOSE						Signature		Signature		Name _____ Signature _____		Name Jimmy Hernandez Signature _____	
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*** ANALYSIS DONE BY JORGE BRENES AND APPROVED BY ALL 5 MEMBERS OF SONOMA BOARD AS OF JULY 7, 2021**



ARCO Electronics, Inc.

BURGLAR AND FIRE ALARM SYSTEMS

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Standard Monitoring Agreement

For consideration of the covenants herein, the parties hereto do, for themselves, their successors, and assigns, mutually and agree as follows:

1. The Contractor agrees to monitor on a 24-hour basis the Subscriber's Alarm System connected to the Contractor's Central Station.
2. The agreement as set herein, shall commence on the date accepted by the Contractor, shall be in force for a Three year period, automatically renewal for successive annual periods, and shall remain in force unless written notice is given by either party thirty days prior to renewal date. The Subscriber agrees to pay the Contractor a monitoring fee of \$ 3,669.75 (plus tax) for the duration of the contract in advance and payable the first of each Month (Month/Quarter/Annum). It is also understood that the Contractor has the right to discontinuance of the Subscriber's Monitoring service in the event that the Subscriber fails to pay two or more months of the amount agreed for monitoring.
3. The Subscriber agrees to provide all of the devices, equipment, and wire facilities necessary to transmit alarm signals from the Subscriber's premises to the Contractor's Central Station. The Contractor will do its best to monitor signals from equipment on a 24-hour basis.
4. The Contractor will exercise reasonable efforts in rendering monitoring service under this agreement but shall not be liable for any damages arising out of delays and in no event shall be liable for consequential damages.
5. The Contractor assumes no liability or responsibility in any way for interruptions of monitoring services due to, strikes, riots, floods, telephone failure fires acts of God or any cause beyond the control of the Contractor and will not be required to supply monitoring service to the Subscriber during such events.
6. The subscriber agrees that the charges due under this contract constitute a three-year term obligation to pay for services rendered. The subscriber understands that the charges hereunder agreed upon represent a discounted rate and that the contractor has based this rate on the term of this agreement and has incurred costs not covered by this agreement. In the event subscriber cancels this agreement or otherwise terminates this agreement during the initial term, or if the contractor cancels this contract for material breach during its initial term, the subscriber agrees to pay the contractor the total remaining charges under the term of this agreement and shall not constitute a penalty, rather the balance of the contract. The amount is payable immediately in full. Arco will make reasonable effort to install the units in all of the 233 residential units. Subscriber understands that access to each residence is required and that contractor cannot guarantee all residential units will be upgraded without consent of the homeowner or tenant.
7. It is understood that the Contractor does not own the alarm system and is not responsible for repair or any malfunction of the system resulting in a loss.
8. The Contractor will only provide monitoring for alarm signals coming from the, Subscriber and will take all necessary steps in notifying the Police Department and the emergency numbers of the person or persons as specified to the Contractor by the Subscriber. The Contractor may, in its sole discretion, decide not to notify anyone if there is reason to believe notification is not required.
9. The contractor agrees that once the 3 year contract has been satisfied the installed equipment becomes the property of the homeowner.
10. In the event that the Contractor prevails in any litigation arising as a result of this contract, Subscriber shall pay any and all attorney fees incurred by the Contractor in defending said litigation. It is understood and agreed by the parties hereto that Contractor is not an insurer and that insurance, if any, covering personal injury and property loss or damage on Subscriber's premises shall be obtained by the Subscriber. That the Contractor is being paid for monitoring of a system designed to reduce certain risks of loss and that the amounts being charged by the Contractor are not sufficient to guarantee no loss will occur. The Contractor does not assume responsibility for any losses that may occur even if due to Contractor's negligent performance or failure to perform any obligation under this agreement. The contractor does not make any representation or warranty including any implied warranty of merchantability or fitness that the system or device supplied may not be compromised or that the system or services will in all cases provide the protection for which they are intended. Since it is impractical and extremely difficult to affix actual damages which may arise due to the faulty operation of the system or failure of the services provided, If, notwithstanding the above provisions, there should arise any liability on the part of the Contractor, such liability shall be limited to an amount equal to one half the annual service charge provided herein or \$250.00, whichever is greater. This sum shall be complete and exclusive and shall be paid and received as liquidated damages and not as a penalty.
11. Subscriber is responsible for the daily operation of the alarm system and agrees to periodically test the system to verify that it is in working conditions.
12. It is further agreed and understood that any false alarm assessment are to be paid by the Subscriber.
13. This agreement may be terminated at the option of the Contractor at any time in the event that the Contractor's Central Station is destroyed or substantially damaged by fire or other catastrophes where it is impractical to continue service, or in the event that the Contractor is unable to either secure or retain connections or privileges necessary for the transmission of signals by means of conductors between the Subscriber's premises and the Contractor's Central Station. The Contractor shall not be liable for any damages or subject to any penalty as a result of such termination.
14. BUYERS RIGHT TO CANCEL: You may cancel this agreement by providing written notice to the seller in person, telegram, facsimile, email, or by US mail. This notice must indicate that you do not want the goods or services and must be delivered or postmarked before midnight of the third business day after you sign this agreement. If you cancel this agreement, the seller may not keep all or part of any cash down payment.
15. It is understood and agreed by the parties hereto that any suit against Contractor must be filed within one (1) year after accrual of action.
16. TRANSMISSION FACILITIES: Subscriber acknowledges that the Contractor utilizes telephone lines, and radio transmission to transmit the signals from Subscriber's alarm system to the central station. In the event that the Subscriber's telephone service is out of order, disconnected, or any of the transmission services are malfunctioning or otherwise interrupted, or radio transmissions are not received due to interference or if the antenna of the transmitter is inoperative, signals from the Subscriber's alarm system will not be received by the Contractor during such interruptions. The contractor shall not be liable for such interruptions.
17. It is understood and agreed that the responsibilities of the Contractor are limited to communicate and or respond to an alarm signal, and therefore the sole duty of the Contractor is to maintain in working order its monitoring-receiving facility.
18. THIRD PARTY INDEMNIFICATION: In the event that any person not a party to this agreement should make any claim or file any lawsuit against the Contractor for any reason relating to the Contractors duties and obligations pursuant to this agreement including, but not limited to the design, installation, maintenance, monitoring, operation or non-operation of the alarm system, Subscriber agrees to defend, indemnify and hold Contractor harmless from any and all such claims, lawsuits injuries or damages resulting therefrom, including those based upon active or passive negligence of the Contractor, its agents, servants, or employees; any alleged breach of warranty or contract on the part of the Contractor, or any allegation of strict or product liability relating to the alarm system or its component parts. The paragraph shall not apply to claims for loss, injuries, or damages which loss, injury, or damage occurs while an employee of the Contractor is present on Subscriber premises and which damage, or loss is caused solely and directly by the employee of the Contractor at that time.
19. 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, written or oral and shall constitute the sole terms and conditions. The agreement can be modified only in writing signed by the parties. No waiver or breach of any term or condition of this agreement shall be construed to be a waiver of any succeeding breach.
20. The Subscriber agrees to pay any taxes, fees or charges that are imposed by any governmental body, relating to the monitoring service provided under this agreement and any telephone company wire facilities necessary to transmit alarm signals to the Central Station.
21. Except for monitoring, Contractor will only do work during Contractor normal business hours, excluding holidays Contractor observes.
22. CUSTOMER DEFAULT: If customer fails to perform its obligation, Contractor will give the customer a written notice of default, if the customer does not fix the default, Contractor can end this agreement. If Contractor ends this agreement customer must pay Contractor all amounts then due, and payable shall earn interest at the maximum rate allowed by law.
23. TRANSFERS: The customer cannot transfer this agreement without the Contractor's consent. However, Contractor can transfer this agreement, or subcontract its obligations without the Customer's consent.
24. Additional protection may be obtained from the Contractor above that provided herein at an additional cost.

INIT: NN