



MariTech Systems, Inc 20911 Johnson St Suite 132 Pembroke Pines, FL 33029
 954-447-1200 Office 954-447-8558 Fax FL State Lic. #EF20000581

Systems Monitoring Agreement

Site Name:	Billing Name:	Monitored System
		<input type="checkbox"/> Fire Alarm
Site Address:	Billing Address:	<input type="checkbox"/> Burglar Alarm
		<input type="checkbox"/> CCTV
Site Telephone:	Billing Telephone:	<input type="checkbox"/> Elevator Com
Site Fax: _____	E-Mail:	<input type="checkbox"/> GSM Radio

Panel Type:	<input type="checkbox"/> Supervised Opens / Closes \$12.50	<input type="checkbox"/> Customer Internet Access \$ 5.25
Panel Model:	<input type="checkbox"/> Emailed weekly logs \$ 8.50	<input type="checkbox"/> Customer Remote Control \$12.75
Panel phone:	<input type="checkbox"/>	<input type="checkbox"/>

EMERGENCY CONTACTS

TELEPHONE

PASSCARD

1. _____.
2. _____.
3. _____.
4. _____.

TERMS AND PAYMENT

The Subscriber hereby agrees to pay MariTech Systems, Inc. (The Contractor), it's agents or appoints, the sum of \$ 34.99 Per month, plus applicable Florida Sales Tax, payable in advance each calendar quarter for a period of five years from the date of execution of this agreement. Early term cancellation is subject to Paragraph 3 of Page 2. Late fees of (1.5%) per month shall be incurred on all past due invoices. Invoices are considered past due if full payment is not received within 30 days from the date of invoice. Subscriber shall be responsible for recovering the installer/master codes for their system from their previous monitoring provider prior to Contractor Assuming monitoring responsibilities.

SUBSCRIBER IS RESPONSIBLE FOR OBTAINING ANY REQUIRED ALARM USE PERMITS

Payment Method:

- Check
- Credit Card
- Automatic C.C.Draft

Check # _____

We proudly accept:



Name of Cardholder: _____

Card # _____ Exp Date _____

CVC # _____

Signature _____



The SUBSCRIBER and the CONTRACTOR agree that the contractor's sole and only obligation under this agreement shall be to monitor signals received by means of the protective system and to respond thereto.

The CONTRACTOR, upon receipt of a signal from the Subscriber's premises shall make every reasonable effort to dispatch notification of the alarm promptly to the police, fire, or other emergency services and/or the person or persons whose name and telephone numbers are set forth in the central station notification instruction. This list may be changed from time to time by the Subscriber via written notice.

The agreement shall be renewed for the same period of time as set forth herein, unless either party notifies the other party of its intention to cancel this agreement (by certified mail) (30) thirty days prior to the end of the term. This contract may be cancelled after the first year for non performance or just cause with a (30) thirty days written notice and the Contractor shall have the right to collect any unpaid balances for services rendered to that date. In case of early termination without just cause, the Contractor shall have the right to collect ½ one half of the remaining balance of the contract to the end of the term. The Contractor shall give written notice to the Subscriber (30) thirty days prior to any increase after the end of the term.

It is understood and agreed by the parties hereto that 1) the Contractor is not an insurer, and insurance, if any, covering personal injury and property loss or damage on Subscriber's premises shall be obtained by the Subscriber; 2) the Contractor is being paid for the installation and maintenance of a system designed to reduce certain risks of loss and that the amounts being charged by the Contractor are not sufficient to guarantee that no loss will occur; 3) the Contractor is not assuming responsibility for any losses which may occur unless due to the Contractor's negligent performance or failure to perform any obligation under this agreement, and 4) all new systems are subject to a \$99.00 activation fee for setup and data entry at C.S.

WARRANTY Seller warrants that the equipment manufactured and services furnished by it and covered by this proposal are free from defects in material and workmanship under normal use and service and, without charge, equipment found to be so defective in material or workmanship will be repaired or replaced, if written notice of failure is received by Seller within one (1) year after date of installation, provided said equipment has been operated in accordance with Seller's instructions and provided such defects are not due to abuse, fire or decomposition by chemical or galvanic action. THIS EXPRESS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, GUARANTEES, OR REPRESENTATIONS, EXPRESS OR IMPLIED. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. Seller assumes no responsibility for repairs made on Seller's equipment unless done by Seller's authorized personnel, or by written authority from Seller. Seller makes no guarantee with respect to material not manufactured by it. It is impractical and extremely difficult to fix actual damages which may arise due to the faulty operation of the system. Except to the extent of the Contractor's indemnification requirements, negligent performance or failure to perform any obligation under this agreement, should there arise any liability on the part of the Contractor, such liability shall be limited to an amount equal to ½ one half the annual service charge provided herein or \$250.00, whichever is greater. In the event that the Subscriber wishes the Contractor to assume greater liability, Subscriber may, as a matter of right, obtain from the Contractor a higher liquidated damages amount by paying an additional amount proportional to the increase in damages, but such obligation shall in no way be interpreted to hold the Contractor as an insurer. The parties agree to and shall indemnify and hold harmless each other and their respective employees and agents, from and against all third party claims, lawsuits, and losses alleged to be caused by the improper operation of the system whether due to defect in system or acts of omissions of the parties in receiving and/or responding to alarm signals.

REMITTANCES All invoices shall be due and payable upon receipt in United States currency, free of exchange, or any other charges, or as otherwise agreed upon and set forth in writing by MariTech Systems, Inc. (hereinafter called "Seller"). The Customer, if so requested agrees to furnish Seller with all information including financial statements, necessary to make a proper credit appraisal. Refusal to supply information may cause this proposal to be withdrawn. Terms of payment originally granted are subject to the approval of continued credit status. Prices are subject to correction for error.

TAXES The amount of any future sales, use, occupancy, excise, or other tax, federal, state, or local which Seller hereafter shall be obligated legally to pay, either on its own behalf of the Customer or otherwise, with respect to the material covered by this proposal, shall be added to such prices and paid by the Customer.

GOVERNING LAW Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of Florida

CERTIFICATION The person whose signature appears on the attached hereof hereby certifies that, to his best knowledge and belief, the annexed bid is not the result of any agreement, arrangement or understanding between the Seller and any other manufacturer or seller of automatic temperature control systems and that the prices, terms or conditions thereof have not been communicated by or on behalf of the Seller to any such person and will not be communicated to any such person prior to the official opening of said bid.

ACCEPTANCE OF TERMS This proposal shall become a binding contract between the Customer and Seller when accepted in writing by the Customer. Such acceptance shall be with mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order.

Subscriber Name

Title

Signature

Date

Account Executive **MariTech Systems, Inc**

Date