

**WESTERN WILL COUNTY COMMUNICATION CENTER  
SUBSCRIBER AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, by and between the Western Will County Communication Center or its assigns, hereafter as WESCOM and subscriber known as:

NAME OF BUSINESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

For the connection and monitoring of the subscribers fire alarm system at the above address. Subscriber agrees to pay WESCOM the sum of :

(\$ 300.00 ) initial connection fee. (\$ 20.00 ) per month for monitoring. (\$ 40.00 ) monthly radio transmission fee.

Monthly monitoring and/or radio transmission fees are payable quarterly in advance. A late payment charge of 1.50% per month shall be added to all payments that are delinquent for more than (10) days. This is an annual percentage rate of 18%. The minimum late payment charge is \$5.00 per month. Alternatively, the late payment charge shall be at the highest legal rate per month. Except as otherwise provided, this agreement shall continue for as long as the Subscriber is required to have its fire alarm system monitored at the above address. That as the local protective system at Subscribers premises is not the property of WESCOM and said system is to be kept in working condition by the Subscribers Alarm Company, WESCOM cannot be responsible, at any time, for its working condition, or failure of same.

That all charges made by any Telephone Company for installation, leasing, and service changes of permanent or other telephone line facilities between Subscribers protected and WESCOM Remote Station Receiving Facilities will be paid by Subscriber. Subscriber further acknowledges and agrees that signals, which are transmitted over telephone company lines, are wholly beyond the control and jurisdiction of WESCOM and are maintained and serviced by the applicable telephone company or utility. Subscriber agrees that their alarm company will be responsible for supplying signaling power at Subscribers facility before requesting initial connection, and when operable, shall verify that acceptable signals are being provided before requesting service. A service charge shall be levied by WESCOM for all unnecessary calls ordered by the Alarm Company. The Subscriber agrees that WESCOM shall have no liability for the failure to install any equipment or systems not designated to be installed in this Agreement.

This writing is intended by the parties as the final expression of their Agreement with respect of the subject matter contained herein and also as the complete and exclusive state of the terms of such Agreement. 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. There is no course of dealing or usage of the trade that would supplement or conflict with its terms. This Agreement may only be amended in writing signed by both parties.

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 WESCOM and its officers, employees, agents, directors and participating agencies together with their officers, employees and agents (collectively with WESCOM the "WESCOM Group"), 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.

WESCOM 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 and municipal fees and charges, which hereinafter are imposed on WESCOM and which relate to the services provided under this Agreement, and Subscriber agrees to pay such increased monthly charges. WESCOM agrees to notify Subscriber 90 days in advance of any fee increases.

It is the responsibility of the Subscriber to test the system for property operation periodically but not less than monthly. Testing of the system shall include transmission of alarm signals to the WESCOM Dispatch Center. If Subscriber so requests, WESCOM can provide information on the requirements for inspection and test of Subscriber's system(s) on an annual, semi-annual, quarterly, or monthly basis. The terms and conditions set forth on the reverse side are incorporated herein, and by reference made a part hereof. Each signatory to this Agreement represents that he or she has the authority to enter into this Agreement.

**LIMITATION OF LIABILITY:** The WESCOM Group, does not represent or warrant that the alarm system may not be circumvented or compromised or that the system will in all cases provide protection against occurrences or the consequences thereof which the system is designed to detect or avert. It is agreed that the WESCOM Group is not an insurer. Insurance, if any, will be obtained by the Subscriber and payments hereinbefore specified are based solely upon the services herein described, and are unrelated to the value of the Subscribers property or property of others located in Subscribers premises.

It is not the intention of the parties that the WESCOM Group assume responsibility for any loss or damage, irrespective of cause or origin which results directly or indirectly to person(s) or property performance or non-performance of obligations imposed by this Contract or from negligence, active or otherwise, of the WESCOM Group, including but not limited to loss or damage sustained by fire, theft, burglary, or any other cause. Because of the nature of the services to be performed, it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the failure on the part of the WESCOM Group to perform any of its obligations under this Agreement, or from the failure of the system to operate properly, with resulting loss to Subscriber because of, among other things:

- A. The uncertain amount of value of Subscribers property, or the property of others kept on the premises which may be lost, 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 other appropriate organization, should the Fire District or other organization 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 WESCOM's failure to perform, or by failure of its equipment to operate;
- D. The nature of the service to be performed by WESCOM.

Subscriber understands and agrees that if any member of the WESCOM Group should be found liable for any loss or damage due from a failure to perform any of its obligations, or a failure of equipment to operate, their liability shall be limited to a sum equal to the total of six (6) monthly payments or \$250.00 whichever is the lesser, and this liability shall be exclusive and 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 of the obligations herein, or from negligence active or otherwise of WESCOM or the WESCOM Group. When the Subscriber, in the ordinary course of business, has the property of others in its custody, or the alarm system extends to protect the property of others, Subscriber agrees to and shall defend, indemnify, save and hold harmless the WESCOM Group, for and against all claims, suits, losses, demands and expenses, including reasonable attorney's fees, brought by a party or parties other than the parties to this Agreement. This provision shall apply to all claims, regardless of cause including performance, or failure to perform, and including defects in products, design, installation, maintenance, operation or non-operation of the system, whether based upon negligence, active or passive, warranty or strict product liability on the part of the WESCOM Group but this provision shall not apply to claims for loss or damage solely and directly caused by an employee or agent of WESCOM while on the Subscribers premises, and which losses, damages and liability are solely and directly caused by the acts of said employees or agents.

**LIABILITY DISCLAIMER OF WARRANTIES:** WESCOM DOES NOT MAKE ANY REPRESENTATION OR WARRANTY INCLUDING ANY IMPLIED WARRANTY OF MERCHANT OR FITNESS, THAT THE SYSTEM OR SERVICES SUPPLIED MAY NOT BE COMPROMISED OR THAT THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED.

Subscriber acknowledges and agrees that the provisions of this Agreement, and particularly those paragraphs relating to disclaimer of warranties, liquidated damages, limitation of liability and third party indemnification, inure to the benefit of, and are applicable to any Subcontractor engaged by WESCOM to provide monitoring, maintenance, installation or service of the alarm system provided herein, and bind Subscriber to said Subcontractors with the same force and affects they bind Subscriber to WESCOM.

Should the radio unit at subscribers premises malfunction, it could interfere with the proper operation of the entire Network and other radio transmission. Federal Communications Commission regulations mandate that WESCOM or its agents have immediate access to Subscriber's transmitter in the event of interference. Accordingly, Subscriber agrees to: (A) provide WESCOM or its agents with immediate access to the premises as necessary; or (B) give WESCOM immediate access on a 24 hour basis to the radio transmitter in the event of a malfunction which could affect other radio transmission, and WESCOM agrees to give Subscriber the maximum notice feasible in those circumstances. In the event Subscriber refuses WESCOM access, Subscriber hereby authorizes WESCOM to: (A) apply for an exparte 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 WESCOM enters Subscribers premises for the purpose of fixing or removing the radio transmitter.

The radio transmitter is the property of WESCOM and is programmed with information unique to Subscriber or Subscribers address. Should Subscriber move the communicator and/or transmitter to a new location, or sell the premises with the radio transmitter, in order for the radio transmitter to continue operating properly and maintain contact with the Network, Subscriber must notify WESCOM, which will provide further instructions. The radio transmitter shall remain the sole property of WESCOM and shall be returned WESCOM at the time of termination of this contract or on demand of WESCOM.

Any radio signal, although generally reliable, may be subject to blockage inhibiting intended operation due to the vary nature of radio signals. Subscriber acknowledges that system is sensitive in nature to external events that can cause it to activate, these shall not be deemed as a breach of WESCOM service.

WESCOM 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 Agreement, and particularly those paragraphs relating to WESCOM disclaimer or 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 WESCOM, and that they bind Subscriber with respect to said and/or subcontractors with the same force and effect as they bind Subscriber to WESCOM.

This Agreement shall be governed by and construed under the laws of the State of Illinois. The parties further agree that venue shall be property in the County of Will, in the State of Illinois, should any proportion of this Agreement have to be legally enforced. Each of the terms of this Agreement are severable. In the event any provision hereof is held to be invalid or unenforceable for any reason, it shall not effect the validity or enforceability of the balance of this Agreement.

This Agreement may be terminated by either party at any time by giving ten (10) days notice in writing to the other party. Provided, however, that in the event of termination no Subscriber payments shall be funded and the provisions of this Agreement with regard to the release hold harmless and indemnification of the WESCOM Group shall survive termination.

SUBSCRIBER HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT AND FURTHER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

This agreement shall not be binding upon WESCOM unless approved in writing by an authorized representative of WESCOM. In the event of non-approval, the only liability of WESCOM shall be to return to subscribed the amount, if any, paid to WESCOM by Subscriber upon the signing of this agreement. **SUBSCRIBER'S ACCEPTANCE:** In accepting this Agreement, Subscriber agrees to the terms and conditions contained herein including the attached schedule of service. Attention is directed to the Warranty, Limit of Liability and Other Conditions of this agreement.

By: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Name Printed or Typed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name Printed or Typed