



HOME AUTOMATION / HOME SECURITY / ALARM MONITORING SERVICE INSTALLATION CONTRACT

Pursuant to this Agreement dated _____, 2021 Polar Communications (“Company,” “we,” or “our”) will provide you (“you,” “your,” or the “Customer”) with the installation of alarm monitoring and home security services, as specified in your Service Order (collectively, “Services”) and alarm monitoring and security services provided by Polar as an authorized dealer of such services (“Alarm Monitoring”) and Optional Equipment Maintenance. Alarm Monitoring and Optional Equipment Maintenance services may be provided under separate contracts and any such contracts are incorporated by reference as a part of this Agreement.

The term commitment of this Agreement is _____ months (“Term”). Following completion of the Term, unless otherwise agreed to by you and Polar, this Agreement will continue on a month-to-month basis unless canceled by either you or Polar.

SUBCONTRACTOR RELATIONSHIP. This Agreement covers the installation and provision of Services by Polar and the provision of Alarm Monitoring provided to you by Polar as an authorized dealer of a third-party entity (“Subcontractor”). By signing this Agreement you understand that Polar is not itself a provider of Alarm Monitoring and you agree that the terms governing such Alarm Monitoring services are exclusively provided through a separate contract executed between you and the Subcontractor providing Alarm Monitoring services.

In the event that either Polar or its Subcontractor notifies you that the Subcontractor is terminating its Alarm Monitoring, Polar reserves the right to offer you a replacement contract either directly or through a new Subcontractor. If you chose not to execute a replacement contract for Alarm Monitoring within 10 days of being offered such contract, Early Termination charges will apply.

INSTALLATION. Polar agrees to install Services in a workmanlike manner, and you agree to pay all applicable fees provided for in this Agreement and your Service Order. You must pay all utility charges associated with such installation and the subsequent operation of the Services. You agree to make the premises for installation available without interruption during Polar’s normal working hours to permit completion of installation work. You understand that installation of the Services may require drilling into various parts of the premises or other interior or exterior work that may require access to non- visible areas. You agree to provide Polar with electrical outlets (110 AC) for our power equipment in locations we designate. If you request specialized equipment monitoring and/or automation, (such as thermostats or lighting controls), we require you to complete installation of controls and recommend that you use a licensed electrician to do so. It is your responsibility to make arrangements for lifting and replacing carpeting for the installation of floor mats and/or wiring, if required. It is Polar’s intent to conceal wiring in the finished areas of the premises, however, there may be areas where we determine, in our sole discretion, that it is impractical to conceal wiring. In such areas, wiring will be exposed and Polar shall not be liable for loss due to water intrusion, mold, fungi, wet or dry rot or bacteria. You must notify us in writing of any problems with the installation within thirty (30) days after the completion of installation.

EARLY TERMINATION. Early Termination occurs if you discontinue this Agreement or decline to execute a replacement Alarm Monitoring contract before the Term of Service subscription is completed. In the event of Early Termination, you agree to pay the total monthly service charges identified on your Service Order minus the then-applicable Alarm Monitoring fee charged to Polar by its Subcontractor, multiplied by the number of months remaining in the Term of the Agreement.

STANDARD MAINTENANCE. General equipment failure is covered for 30 days from this contract date by Polar. After 30 days, the manufacturers' warranty policies apply. Standard maintenance does not include battery replacement and you are responsible for replacing batteries as needed.

OPTIONAL EQUIPMENT MAINTENANCE. If you have elected to purchase Maintenance services, you agree that battery failure is not provided. Dispatches for equipment failure due to Customer fault, including, but not limited to, installations by you or your contractor or battery failure, may result in time and material charges; such charges will apply regardless of whether Polar resolves the equipment failure.

OPERATION OF SERVICES. You understand that: (a) the Alarm Monitoring communications are provided over one or more transmission systems, as determined by Polar in its sole discretion, such as POTS (plain old telephone system), VoIP, DSL, broadband, cellular, radio, Internet, etc.; (b) transmission systems are maintained and serviced solely by the applicable transmission system provider, which may include an affiliate of the Company with respect to certain transmission systems; (c) these transmission systems may be affected by faulty or failed equipment, weather conditions, power outages, upgrade or maintenance work, or other interruptions in service; and (d) any such conditions or changes made to these transmission systems may disrupt Services provided under this Agreement. Without notice from you, Polar, its affiliated operations, and the Alarm Monitoring Subcontractor may not be aware of the existence of any such problem.

YOU UNDERSTAND THAT POLAR AND/OR ANY OF ITS AFFILIATES, VENDORS, OR AGENTS, INCLUDING ANY ALARM MONITORING SUBCONTRACTOR, WILL NOT RECEIVE SIGNALS FROM THE ALARM / HOME SECURITY EQUIPMENT IF YOUR TRANSMISSION SYSTEMS ARE NOT WORKING PROPERLY, TRANSMISSIONS ARE INTERRUPTED FOR ANY REASON, OR IF CHANGES IN THE TRANSMISSION SYSTEMS PREVENT THE SYSTEM FROM COMMUNICATING WITH THE MONITORING PROVIDER. YOU ARE RESPONSIBLE FOR TESTING THE SYSTEM ON A WEEKLY BASIS, AS WELL AS IMMEDIATELY FOLLOWING ANY STORM, POWER OUTAGE, TRANSMISSION SYSTEM OUTAGE, OR ANY CHANGE TO ANY TRANSMISSION SYSTEM, IN ORDER TO VERIFY THE CONTINUED FUNCTIONING OF THE SYSTEM.

You will immediately notify the Company of any problems with the Services. You understand that no form of monitoring is error-free and that neither Polar nor its Subcontractor are responsible for any interruption of Services due to faulty equipment, faulty transmission systems, power outages, other interruptions in transmission services, transmission systems that have been tampered with or any damage or destruction to the Company's equipment or facilities. Neither Polar nor its Subcontractor is required to supply monitoring service to you while any such interruption continues.

LIMITATION OF LIABILITY. YOU ACKNOWLEDGE THAT NEITHER THE COMPANY NOR ITS AFFILIATES, NOR ANY OF ITS OR THEIR AGENTS, REPRESENTATIVES, SUPPLIERS, SERVICE PROVIDERS, CONTRACTORS OR SUBCONTRACTORS IS AN INSURER OF OR AGAINST ANY POTENTIAL OR ACTUAL LOSS OR DAMAGE TO PERSON OR PROPERTY THAT MAY OCCUR IN OR AT THE PREMISES, WHETHER AS A RESULT OF BURGLARY, THEFT, FIRE, SMOKE, CARBON MONOXIDE POISONING, PHYSICAL HARM TO ANY PERSON, ENTRY IN OR ONTO THE PREMISES, THE CONDUCT OF ANY PERSONS IN OR ON THE PREMISES, OR OTHERWISE. YOU ACKNOWLEDGE THAT THE PAYMENTS YOU MAKE UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, YOUR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTIONS AFFORDED TO COMPANY UNDER THIS AGREEMENT. THE COMPANY EXPRESSLY DENIES AND DISCLAIMS ALL LIABILITY FOR ANY LOSS OR DAMAGE WHICH MAY OCCUR PRIOR TO, AT OR AFTER SIGNING THIS AGREEMENT. THIS INCLUDES LIABILITY BASED ON CONTRACT, TORT, NEGLIGENCE OF ANY DEGREE, WARRANTY (INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER THEORIES OF LIABILITY.

IF THE COMPANY OR ANY OF ITS AFFILIATES, OR ANY OF ITS OR THEIR AGENTS, REPRESENTATIVES, SUPPLIERS, SERVICE PROVIDERS, CONTRACTORS OR SUBCONTRACTORS ARE FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO ITS OR THEIR NEGLIGENCE OR THE FAILURE TO PERFORM ITS OR THEIR OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING INSTALLING, MONITORING, REPAIRING OR TAKING OVER THE SYSTEM, IN ANY RESPECT AT ALL, THE MAXIMUM LIABILITY (INCLUDING JOINT AND SEVERAL LIABILITY) WILL BE \$250.00. THE COMPANY MAY ASSUME A GREATER LIABILITY UPON YOUR REQUEST, BUT ONLY FOR AN ADDITIONAL CHARGE AGREED UPON BY YOU AND THE COMPANY.

IF THE COMPANY DOES SO A RIDER TO THIS AGREEMENT MUST BE SIGNED BY YOU AND THE COMPANY. UNDER NO CIRCUMSTANCE SHALL THE COMPANY'S AGREEMENT TO INCREASE ITS LIMIT OF LIABILITY BE CONSTRUED OR INTERPRETED TO HOLD IT OR ITS AGENTS, REPRESENTATIVES, SUPPLIERS, SERVICE PROVIDERS, CONTRACTORS OR SUBCONTRACTORS AS INSURERS.

THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS LIABILITY FOR: LOST PROFITS; LOST OR DAMAGED PROPERTY; LOSS OF USE OF PROPERTY OR THE PREMISES; GOVERNMENTAL FINES AND CHARGES; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS LIMITATION OF LIABILITY ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (DAMAGES THAT RESULT FROM AN ACT, BUT DO NOT DIRECTLY RELATE TO THE ACT) AND PUNITIVE (DAMAGES USED TO MAKE AN EXAMPLE OF SOMEONE).

THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION APPLY TO ANY ACTS, OMISSIONS, AND NEGLIGENCE OF THE COMPANY, ITS AFFILIATES, (AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, SERVICE PROVIDERS, CONTRACTORS SUBCONTRACTORS OR REPRESENTATIVES), WHICH, BUT FOR THIS SECTION, MAY GIVE RISE TO A CAUSE OF ACTION IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY.

YOUR INDEMNITY/PROTECTION OF POLAR. This Agreement is intended only for your benefit. Therefore, you agree to protect/indemnify, hold harmless, defend (if requested by Company) and release the Company and its affiliates, vendors, agents, and subcontractors, from liability and shall reimburse the Company and its affiliates, vendors, agents, and subcontractors, for any damages, losses or expenses (including reasonable attorneys' fees and costs) incurred by the Company or and its affiliates, vendors, agents, and subcontractors, in connection with any claims, suits, judgments and causes of action which relate to the Service the Company provides. This protection/indemnity includes claims brought by any third party, including, without limitation, your insurance company, whether the claim arises under contract, warranty, negligence, or any other theory of liability.

IN CASE OF ANY THIRD PARTY CLAIM OR LOSS COVERED BY YOUR INSURANCE, YOU AGREE NOT TO LOOK TO THE COMPANY OR AND ITS AFFILIATES, VENDORS, AGENTS, AND SUBCONTRACTORS, FOR REIMBURSEMENT. YOU WAIVE ANY RIGHTS THAT YOUR INSURANCE CARRIER OR OTHERS CLAIMING THROUGH YOU MAY HAVE AGAINST THE COMPANY OR ANY COMPANY RELATED PARTY, INCLUDING ANY RIGHTS OF SUBROGATION.

IN WITNESS WHEREOF, the parties hereto enter into this Agreement.

Customer: _____

Polar Communications, Inc.

Address: _____

PO Box 270
Park River, ND 58270

Phone: _____

701-284-7221

Authorized by (Signature)

Authorized by (Signature)

Printed Name

Printed Name

Title

Account Executive

Title

Date

Date