



Office of Legal Management

DATE 10/24/08

- TO: () Dan Young
- () Thomas Kenyon
- () Doug Dennis
- () Stan Makaveric
- () _____

FROM: Kathy Wannemacher
 Contract Assistant

RE: Alarms Unlimited

- _____ for your information
- _____ for your file
- _____ as requested
- _____ please hold pending more
- _____ remind me
- _____ for your approval
- _____ return with comments
- _____ note and return
- _____ for appropriate action
- _____ please sign and return to me

NOTE:

- () THIS OFFICE HAS KEPT ONE FULLY EXECUTED ORIGINAL.
- () PLEASE RETURN ONE FULLY EXECUTED ORIGINAL TO THIS OFFICE.
- () SIGNED AS REQUESTED.
- () PLEASE HAVE THE VENDOR INITIAL IN 3 LOCATIONS.
- () SEE NOTE ON NEXT PAGE.

buckslip-purchasing
c/kw/12/18/07

K.

6343



UMDNJ
UNIVERSITY OF MEDICINE &
DENTISTRY OF NEW JERSEY

For Legal Review

CONTRACT APPROVAL FORM

Date: October 2nd, 2008

RECEIVED

OCT 15 2008

UMDNJ
Office of Legal Management

Vendor Name: Alarms Unlimited

Requisition#: R0173367 / PO 406772

Contract#: C09-185

Bid/Waiver#: None

Buyer Linda Deininger

Comments: Monthly Alarm Monitoring

DELINQUENCY AND DEFAULT: IF YOU FAIL TO MAKE ANY PAYMENT WHEN DUE WE MAY DISCONTINUE SERVICE, TERMINATE THIS AGREEMENT AND REPAIR ALL DAMAGES TO WHICH WE ARE ENTITLED INCLUDING, WITHOUT LIMITATION, THE VALUE OF THE WORK AND SERVICES PERFORMED. IN ADDITION WE MAY IMPOSE A LATE CHARGE OF 1.5% PER MONTH (18% APR) ON ALL PAYMENTS MORE THAN 15 DAYS PAST DUE.

2. RECEIPT OF COPY: YOU STATE THAT YOU HAVE RECEIVED A COPY OF THIS AGREEMENT AND, UNLESS THIS AGREEMENT WAS MAILED TO YOU FOR SIGNATURE, TWO COPIES OF THE NOTICE OF CANCELLATION FORM. ALL OF THE TERMS ON THE REVERSE SIDE OF THIS PAGE ARE PART OF THIS AGREEMENT. READ THEM BEFORE YOU SIGN BELOW.

3. OUR LIMITED LIABILITY: WE DO NOT REPRESENT OR WARRANT THAT THE SERVICE WILL PREVENT ANY LOSS OR INJURY DUE TO BURGLARY, HOLD-UP, FIRE, PERSONAL EMERGENCY OR OTHERWISE, OR THAT THE SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. YOU ACKNOWLEDGE AND AGREE THAT: (A) WE HAVE MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, NOR HAVE YOU RELIED ON ANY REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED; AND (B) YOU ASSUME ALL RISK OF LOSS OR DAMAGE TO YOUR PREMISES OR TO THE CONTENTS THEREOF. DEALER MAKES NO REPRESENTATION OR WARRANTY AS TO THE PROMPTNESS OF THE CENTER'S RESPONSE, AND DEALER HAS NO CONTROL OVER THE RESPONSE TIME OR CAPABILITY OF ANY AGENCY OR PERSON WHO MAY BE NOTIFIED AS A RESULT OF THE SYSTEM BEING USED. YOU FURTHER UNDERSTAND THAT WE OR THE CENTER MAY BE NEGLIGENT IN PROVIDING THE SERVICE, AND MAY FAIL TO PROPERLY RESPOND TO THE RECEIPT OF AN ALARM SIGNAL FROM THE SYSTEM, OR THAT THE SYSTEM MAY FAIL TO FUNCTION PROPERLY. YOU AGREE THAT IF WE OR THE CENTER WERE TO HAVE ANY LIABILITY GREATER THAN THAT AGREED TO BY YOU PURSUANT TO SECTION 13 OF THIS AGREEMENT, WE COULD NOT AND WOULD NOT PROVIDE THE SERVICE. YOU ACKNOWLEDGE THAT YOU SHOULD OBTAIN ANY LIFE, MEDICAL OR DISABILITY INSURANCE FOR THE PROTECTION OF YOURSELF AND OTHERS WHO MAY USE THE SYSTEM. YOU UNDERSTAND THAT THERE ARE ALTERNATIVES AVAILABLE TO YOU SUCH AS 911 EMERGENCY TELEPHONE SERVICE AND YOU HAVE SELECTED THIS SERVICE WITH A FULL UNDERSTANDING OF ITS LIMITATIONS AND THE LIMITATION OF THE CENTER'S AND OUR LIABILITY. YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPHS 13 AND 14 WHICH SET FORTH OUR MAXIMUM LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO YOU OR ANYONE ELSE. YOU ACKNOWLEDGE THAT YOU HAVE HAD THE OPPORTUNITY TO DISCUSS PARAGRAPH 13 WITH OUR REPRESENTATIVE AND UNDERSTAND THAT YOU MAY OBTAIN A HIGHER LIMITATION OF OUR LIMITED LIABILITY BY PAYING AN ADDITIONAL PERIODIC CHARGE.

IF THIS AGREEMENT WAS NEGOTIATED SOLELY BY TELEPHONE AND/OR MAIL, THEN THE FOLLOWING NOTICE OF CANCELLATION IS NOT APPLICABLE TO THIS AGREEMENT.

4. CANCELLATION: [RESIDENTIAL SYSTEMS ONLY] YOU MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

5. MONITORING SERVICE: The system will be monitored by CENTRAL OFFICE, same as (the "Center"). We will pay all monitoring fees charged by the Center. If requested to do so, you will complete and return to us or the Center, the Center's standard Subscriber Information Form. When a burglary, fire, or holdup signal from the system is received in the Center it will try to telephone the proper police or fire department and the first person designated on the Subscriber Information Form you give us. When a personal emergency or supervisory signal is received in the Center it will try to notify the persons designated on your information form. To avoid false alarms, the Center may call your premises first to determine if an actual emergency exists before calling any authorities or persons on your information form. If the Center has reason to believe that no actual emergency exists, it may choose not to place such calls. We may discontinue any particular form of response if required to do so by any governmental authority or insurance interest. You consent to the tape recording of all telephonic communications between our office or the Center and your premises.

6. REPAIR SERVICE: After the expiration of any applicable warranty for a system we sold to you, or for a new subscriber takeover we will provide time and material repair service. You will pay our standard parts and labor charges for all repair calls. There will be a one hour minimum visit charge for each repair call. Service is normally provided Monday through Friday between the hours of 9:00am and 5:00pm except holidays we observe. There is a premium labor charge for service performed at other times.

7. TRANSMISSION LINES: You will pay for all telephone charges including any installation fee for a special jack to connect the system to your telephone service. The system includes a communicator that sends signals to the Center over your regular telephone service, and we recommend the use of an RJ31X telephone jack or equivalent jack to give the system priority over other telephones on your premises, however, you will not be able to use your telephone service to make other calls (such as calls to the 911 emergency operator) when the system is activated, and therefore you may wish to have the system connected to a separate telephone service. If your telephone is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and we will not know of the telephone service problem. Transmission is provided over telephone facilities that are controlled and maintained by the telephone company and are beyond our control. No liability for failure of transmission due to telephone failure.

8. FALSE ALARMS: You agree that you and others using the system, will use it carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond our control. If we receive too many false alarms, that will constitute a breach of contract by you, and we may cancel monitoring and service, disconnect the system from the Center and seek to recover damages. You will pay any false alarm fine, penalty or fee that is charged against you, and if a false alarm fine, penalty or fee is charged to us by any governmental agency, you will pay us for the charge.

9. SUBSCRIBER'S DUTIES: You will instruct all other persons who may use the system on its proper use. You will test the system's protective devices and send test signals to the Center in accordance with our instructions. If the system includes space protection (de: infrared, microwave, photobeams or other such detectors) you will turn off, control, relocate or remove all things such as air conditioning and heating systems, inventory, furniture and pets that might interfere with such devices when they are turned on. If a problem in the system occurs you will notify us. You will obtain and keep in effect, at your sole expense, all permits or licenses that may be required for the monitoring and operation of the system. You will complete and give us a Subscriber Information Form which will include the name, telephone number and relationship of each person we may call in the event we believe there is an emergency at your premises, and other information we may require. You will notify us in writing of any changes in the information set forth on the form. You agree that we may disclose the information on the form to any governmental agency having jurisdiction over the use and operation of the system.

10. SUSPENSION OR CANCELLATION OF THIS AGREEMENT: You understand that Dealer may stop or suspend monitoring and repair service if: (a) strikes, severe weather, earthquakes or other such events beyond our control affect the operation of our facilities, including the Center, or so severely damage your premises that continuing service would be impractical, (b) there is an interruption or unavailability of the telephone service between the system and the Center; (c) you do not pay the service charge due to us, after we have given you ten days notice that we are canceling service because of non-payment. We may charge a reconnection fee if service is suspended for non-payment; (d) we are unable to provide service because of some action or ruling by any governmental authority; (e) you become a debtor in a bankruptcy proceeding.

11. TERMINATION, REMOVAL OF CERTAIN EQUIPMENT: At the expiration of this Agreement or in the event of your default, you authorize us to cancel monitoring by remotely disconnecting the system from the monitoring facilities at the Center and enter upon your premises to remove all of our signs, decals, communications prom chip and communications software. Such disconnection and removal of equipment shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof, and for recovery of the amounts due for any unexpired term of this Agreement. If you do not permit us to disconnect the communicator, it is possible that the communicator may interfere with your telephone service even though signals are not being processed at the Center.

12. ASSIGNEES AND SUBCONTRACTORS: We may transfer or assign this agreement to any other alarm company or monitoring service. You may not transfer this agreement to someone else (including someone who purchases or rents your premises) unless we approve the transfer in writing. We may use subcontractors (including the Center) to provide monitoring, repair or other services. This Agreement, and particularly sections 13 and 14, shall apply to and protect our assignees and subcontractors in the same manner as it applies to and protects us.

13. DEALER AND CENTER ARE NOT INSURERS; LIMITATION OF LIABILITY: You understand that: (a) we and the Center are not insurers of your property or the personal safety of persons in your premises; (b) you will provide any insurance on your premises and its contents; (c) the amount you pay to us is based only on the value of the system and service provided and not on the value of your premises or its contents; (d) alarm systems and the monitoring and repair service may not always operate properly for various reasons; (e) it is difficult to determine in advance the value of the your property that might be lost, stolen or destroyed if the system or service fail to operate properly; (f) it is difficult to determine how fast the police or fire department or others would respond to an alarm signal; (g) it is difficult to determine what portion, if any, of any property loss, personal injury or death would be proximately caused by our or the Center's failure to perform, our or the Center's active, passive or gross negligence, or a failure of the system.

THEREFORE YOU AGREE:

Even if a court decides that a failure of the system, or our or the Center's negligence, or a failure of any repair work, monitoring or other service caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in your premises, you agree that our and the Center's total combined liability shall be limited to the lesser of \$250.00 or six times the

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856 566-2797

Kimberly L. Bove

6/13/08

FPS-Info. Systems

Business Office
1000 Haddonfield-Berlin Road
Voorhees NJ 08048
ATTN: 1010 bldg, suite 410

LMD

Initial Installation/Materials - \$78.00
Monthly Monitoring - \$20

1 1.00 YER 320.0000 320.00

Monthly Alarm Monitoring
VENDOR: A00494950 Alarms Unlimited

Index # 711092

CO 9-185-ES
To Doug Dennis - 10/3/08

Buyer Assigned
JUN 18 2008
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DISCOUNT: .00
ADDL CHARGES: .00
TOTAL TAXES: .00

320.00

AMP-01/08

6/13/08