



# ELECTRONIC PROTECTION SYSTEMS, INC.

State Certified Alarm Contractor I - EF0000192

## FIRE ALARM SYSTEM SUBSCRIBER REMOTE STATION MONITORING AGREEMENT (V23.10.13)

This Agreement made this 1 day of July, 2024 by and between ELECTRONIC PROTECTION SYSTEMS, INC; a Florida Corporation: Hereinafter called "EPS" (AND) Riverview Association, Inc. P.O. Box 650858 Dallas TX 75265 : Hereinafter designated as "Subscriber."

SITE(S) COVERED: 1) Riverview Condominiums 1400 1st Ave. West Bradenton, FL 34205

**WITNESSETH:** That for the considerations and covenants hereinafter specified, the parties hereto do for themselves, their successors, and assigns, mutually covenant and agree as follows:

1. EPS agrees to sell and subcontract to the Subscriber, Remote Station Monitoring service to automatically receive all alarm signals originating from Subscriber's Fire Alarm system, which is owned or leased and maintained by Subscriber and Subscriber agrees to buy, such service in accordance with this agreement.
2. **MONITORING PLAN TYPE:** M2M - MQ03-LTE-M-FIRE Commercial Fire Sole/Dual Path Cellular Comm Radio, Verizon/AT&T LTE
3. **MONITORING and OTHER CHARGES:** Subscriber hereby agrees to pay EPS the sum of: (\$600.00 plus tax) annually, which shall be invoiced Annually, payable in equal installments, in advance of the service, for the monitoring of the Fire Alarm system(s) for the term of this agreement commencing on the first day of the month next succeeding the date hereof, all payments being due upon receipt of invoice. A one-time HOOKUP and connection charge of (\$No Charge with Install of dialer plus tax).
4. **TERM OF AGREEMENT: RENEWALS:** The term of this agreement shall be for a period of three (3) years and will automatically renew thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the agreement at least 30 days prior to the expiration of the initial term. After the initial term has been achieved, this contract may be terminated by either party upon 30 days written notice to the other. Termination shall comply with local law.
5. **INCREASES:** After the expiration of one year from the date hereof, EPS shall be permitted from time to time to increase the monitoring charges by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase as invoiced.
6. **RUNNER SERVICE:** If required by the Authority Having Jurisdiction (AHJ), Subscriber agrees to pay EPS for the term of this agreement, for UL Runner Response Service for any Runs required by the AHJ. EPS's Runner, upon notification from Monitoring Company of any alarm, supervisory or trouble signals, to the best of EPS's ability, will respond to Subscriber's location within 1 hour for alarm and supervisory signals and 4 hours for trouble signals. Subscriber agrees to meet responding municipality and EPS's Runner for access and entry into all locked areas of Subscriber's location. Subscriber agrees to pay EPS for any and all Runs at EPS's then prevailing labor and emergency labor rates. Subscriber acknowledges that Runner Service is for response only and does not cover any work or repairs once EPS is on site. If AHJ requires repairs at time of Runner Service, Subscriber agrees to pay for such service at EPS's prevailing hourly rates.
7. **MONITORING SERVICES PROVIDED:** Upon receipt of a fire alarm signal from Subscriber's fire alarm system, EPS or its designee Monitoring Center shall make every reasonable effort to notify Subscriber and the appropriate municipal fire department and comply with AHJ dispatch procedures. Only Subscriber will be notified of fire trouble, fire supervisory or other off normal signals as soon as may be practical. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to fire departments are not monitored by personnel of EPS or its Monitoring Center and EPS does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, internet, Managed Facilities Voice Networks, VOIP, or other modes of communication pass through communication networks wholly beyond the control of EPS and are not maintained by EPS except EPS may own the radio network and EPS shall not be responsible for any failure which prevents transmission signals or data from reaching the Monitoring Center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the communication equipment. The fire alarm system and communication pathway may not function during a power failure or not maintain functionality for a 24 hour period as required by NFPA-72 for fire alarm systems and Subscriber is responsible for verifying operation of the communication pathway with the communications pathway provider. Subscriber agrees to furnish EPS with a written Call List of names and telephone numbers of persons Subscriber wishes to receive notification of fire alarm signals. Unless otherwise provided in the Call List EPS will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with EPS's notification obligation. All changes and revisions to the account information shall be supplied to EPS in writing. Subscriber authorizes EPS to access the control panel and/or communicator to input or delete data and programming. If Subscriber requests EPS to reprogram system functions remotely, Subscriber shall pay EPS for such service, and any change in programming requires a full physical test of all fire alarm components pursuant to NFPA 72 and AHJ requirements which testing shall be at Subscriber's expense at EPS's customary charges. EPS may, without prior notice, suspend or terminate its services, in EPS's sole discretion, in the event of civil unrest, rioting or natural disaster which renders monitoring or first responder response impractical, or in event of Subscriber's default in performance of this agreement or in event Monitoring Center's facility or communication network is nonoperational or Subscriber's system is sending excessive false alarms. Monitoring Center is authorized to record and maintain all data, voice and alarm communications and shall be the exclusive owner of such property. If AHJ requires a technician to be sent to Subscriber's premises after a fire alarm is dispatched, or if Runner service exceeds maximum Runs per year, Subscriber agrees to pay per call.

**SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS AGREEMENT. SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS AGREEMENT AT TIME OF EXECUTION. READ THEM BEFORE YOU SIGN THIS AGREEMENT.**

SUBSCRIBER: Signature of Owner/Representative

Jill S. Hershfield, President  
(Print Name & Title)

June 7, 2024  
(Date)

SUBSCRIBER: FEIN, Tax ID or SS#

SUBSCRIBER: Address

ELECTRONIC PROTECTION SYSTEMS, Inc.: Signature

Matthew Pendleton  
ELECTRONIC PROTECTION SYSTEMS, Inc.: Print Name & Title

May 28, 2024  
(Date)

**8. TESTING OF SYSTEM:** The parties hereto agree that the alarm system is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the alarm system and to notify EPS if any equipment is in need of repair. EPS shall not be required to service the equipment unless requested by Subscriber, and upon such notice, EPS shall service the equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m. Subscriber agrees to test and inspect the equipment and to advise EPS of any defect, error or omission in the equipment. Subscriber acknowledges a separate Service agreement is to be in force regarding required alarm system service, maintenance and inspection.

**9. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:** Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, internet connection, high speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by EPS.

**10. SUBSCRIBER RESPONSIBLE FOR FALSE ALARMS/PERMIT FEES:** Subscriber is responsible for all alarm permits and permit fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse EPS for any fines relating to permits or false alarms. EPS shall have no liability for permit fees, false alarms, false alarm fines, fire response, any damage to personal or real property or personal injury caused by fire department response to alarm, whether false alarm or otherwise, or the refusal of the fire department to respond. In the event of termination of fire response by the fire department this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should EPS be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay EPS for such service or material.

**11. INDEMNITY/WAIVER OF SUBROGATION RIGHTS/ASSIGNMENTS:** Subscriber agrees to and shall defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless EPS, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third parties or Subscriber, including reasonable attorneys' fees and losses asserted against and alleged to be caused by EPS's performance, negligent performance, or failure to perform any obligation under or in furtherance of this agreement. Parties agree that there are no third-party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against EPS or EPS's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of EPS, which shall not unreasonably be withheld. EPS shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations created herein upon such assignment.

**12. EXCULPATORY CLAUSE:** EPS and Subscriber agree that EPS is not an insurer and no insurance coverage is offered herein. The fire alarm and EPS's services are designed to detect and reduce certain risks of loss, though EPS does not guarantee that no loss or damage will occur. EPS is not assuming liability, and, therefore, Subscriber agrees EPS, shall not be liable to Subscriber or any other third party, and Subscriber covenants not to sue EPS, for any loss, economic or non-economic, business loss or interruption, consequential damages, in contract or tort, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber or others as a result of equipment failure, human error, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by EPS's breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty, except for gross negligence and willful misconduct. Subscriber releases EPS from any claims for contribution, indemnity or subrogation.

**13. INSURANCE / ALLOCATION OF RISK:** Subscriber shall maintain a policy of Comprehensive General Liability and Property Insurance for liability, casualty, fire, theft, and property damage under which Subscriber is named as insured and EPS is named as additional insured and which shall on a primary and non-contributing basis cover any loss or damage EPS's services are intended to detect to one hundred percent of the insurable value or potential risk. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment or EPS's services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. EPS shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against EPS and its subcontractors for loss or damages caused by perils intended to be detected by EPS's services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.

**14. LIMITATION OF LIABILITY:** Subscriber agrees that, except for EPS's gross negligence and willful misconduct, should there arise any liability on the part of EPS as a result of EPS's breach of contract, negligent performance to any degree or negligent failure to perform and of EPS's obligations pursuant to this agreement or any other legal duty, equipment failure, human error, or strict products liability, whether economic or non-economic, in contract or in tort, that EPS's liability shall be limited to the sum of \$250.00 or 6 times the monthly payment for services being provided at time of loss, whichever is greater. If subscriber wishes to increase EPS's amount of limitation of liability, subscriber may, as a matter of right, at any time, by entering into a supplemental agreement, obtain a higher limit by paying and annual payment consonant with EPS's increased liability. This shall not be construed as insurance coverage and notwithstanding the foregoing, EPS's liability shall not exceed its available insurance coverage. Subscriber acknowledges that this agreement contains exculpatory clause, indemnity, insurance, and allocation of risk and limitation of liability provisions.

**15. LEGAL ACTION / ARBITRATION / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION:** The parties agree that due to the nature of the services to be provided by EPS, the payments to be made by the Subscriber for the term of this agreement form an integral part of EPS's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix EPS's actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to EPS, Subscriber shall be immediately liable for any unpaid installation and invoiced charges plus 80% of the balance of all payments for the entire term of this agreement as LIQUIDATED DAMAGES. SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE. Additionally, in the event EPS retained ownership of the communication system and Subscriber breaches this agreement EPS may, at its option, either remove its Communication System or deem same sold to Subscriber for 80% the amount specified as the agreed value of the communication system. EPS may, without prior notice, suspend or terminate its services in event of Subscriber's default in performance of this agreement and shall be permitted to terminate all its services under this agreement and deactivate the System without relieving Subscriber of any obligation herein and may notify AHJ of termination. All actions or proceedings by either party must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against EPS in respect to services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement. The prevailing party in any litigation or arbitration is entitled to recover its legal fees from the other party. The parties waive trial by jury in any action between them unless prohibited by law. In any action or proceeding commenced by EPS against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. SUBSCRIBER MAY BRING CLAIMS AGAINST EPS ONLY IN SUBSCRIBER'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY DISPUTE BETWEEN THE PARTIES OR ARISING OUT OF THIS AGREEMENT, INCLUDING ISSUES OF ARBITRABILITY, SHALL, AT THE OPTION OF ANY PARTY, BE DETERMINED BY BINDING AND FINAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICES INC., ITS SUCCESSORS OR ASSIGNS, IN NASSAU COUNTY, NEW YORK, UNDER ITS ARBITRATION RULES AT [WWW.ARBITRATIONSERVICESINC.COM](http://WWW.ARBITRATIONSERVICESINC.COM) AND THE FEDERAL ARBITRATION ACT, EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED. The arbitrator shall be bound by the terms of this agreement, and shall on request of a party, conduct proceedings by telephone, video, submission of papers or in-person hearing. By agreeing to this arbitration provision the parties are waiving their right to a trial before a judge or jury, waiving their right to appeal the arbitration award and waiving their right to participate in a class action. Any action between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address designated in this agreement, on file with an agency of the state, or any other address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of Florida, except for arbitration which is governed by the FAA and the arbitration rules and agree that any litigation or arbitration between the parties shall be commenced and maintained in the county where EPS's principal place of business is located. SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE DISPUTES AND THAT ARBITRATION IS BINDING AND FINAL AND THAT SUBSCRIBER IS WAIVING SUBSCRIBER'S RIGHT TO TRIAL IN A COURT OF LAW AND OTHER RIGHTS.

**16. EPS'S RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Subscriber agrees that EPS is authorized and permitted to subcontract any services to be provided by EPS to third parties who may be independent of EPS, and that EPS shall not be liable for any loss or damage sustained by Subscriber by reason of fire or any other cause whatsoever caused by the negligence of third parties and that Subscriber appoints EPS to act as Subscriber's agent with respect to such third parties, except that EPS shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to EPS's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and Monitoring Center of EPS.

**17. NON-SOLICITATION:** Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity any employee of EPS assigned by EPS to perform any service for or on behalf of Subscriber for a period of two years after EPS has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, EPS shall recover from Subscriber an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with EPS, times twelve, together with EPS's counsel and expert witness fees.

**18. FULL AGREEMENT/SEVERABILITY:** This agreement along with the Schedule of Equipment and Services constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

**Please sign, date and mail or scan and email original to [Admin@EPSAlarm.com](mailto:Admin@EPSAlarm.com).  
An executed original will be returned to you upon signatures and acceptance.**