

Customer # \_\_\_\_\_ Site # \_\_\_\_\_ System # \_\_\_\_\_ Job # \_\_\_\_\_ Online Date \_\_\_\_\_



1307 N. 39th St., Suite 101 • Nampa, ID 83687  
Phone (208) 461-9450 • Fax (208) 463-6387  
www.mountainalarm.com

### COMMERCIAL ALARM SYSTEM AGREEMENT

Date 8/21/2023

AGREEMENT between FIRE PROTECTION SERVICE CORPORATION, a Utah corporation doing business as Mountain Alarm (Contractor), and the following described customer Building Owner/Property Management (Customer) Richard McKenna Public Charter Schools

Billing Name and Address: Richard McKenna Public Charter Schools  
675 S Haskett St  
Mountain Home ID 83647

Service Name and Address: Richard McKenna Montessori  
1305 East 8th North  
Mountain Home ID 83647

Email: jmorrison@rmckenna.org  
Billing Telephone: 208-580-2449 ext. 1101

Service Telephone: 208-580-2449 ext. 1101

**Systems and Services:** Customer hereby requests Contractor to install and provide the following alarm system and/or services at the address specified (the Premises). The system to be installed (the System) and services to be provided (the Services) are more fully described in the attached Schedule of Equipment and Service, and Contractor agrees to do so on the terms and conditions of this Agreement for the charges specified below:

**Billing**  Monthly  Quarterly  Semi-Annually  Annually

**Billing**  Monthly  Quarterly  Semi-Annually  Annually

**Monitoring/System**

- Fire \$ \_\_\_\_\_ **Alarm.com**
- Security \$ \_\_\_\_\_  Signal Forward \$ \_\_\_\_\_
- Video \$ \_\_\_\_\_  Commercial \$ \_\_\_\_\_
- Refuge \$ \_\_\_\_\_  Commercial + \$ \_\_\_\_\_
- Elevator \$ \_\_\_\_\_  Commercial Video 8 \$ \_\_\_\_\_
- \_\_\_\_\_  Commercial Video 16 \$ \_\_\_\_\_
- \_\_\_\_\_  Access Control \$ \_\_\_\_\_
- \_\_\_\_\_  Other \$ \_\_\_\_\_

**Advanced Communication**

- Cell \$ \_\_\_\_\_ **DMP**
- Cell type \_\_\_\_\_  DMP Cell \$ \_\_\_\_\_
- AES \$ \_\_\_\_\_  DMP VKP \$ \_\_\_\_\_
- Other \$ \_\_\_\_\_  Other \$ \_\_\_\_\_
- Other type \_\_\_\_\_

**Services**

- Supervised Opening & Closing \$ \_\_\_\_\_
- Reports -  Monthly  Weekly \$ \_\_\_\_\_
- Unsupervised Opening & Closing \$ \_\_\_\_\_
- Reports -  Monthly  Weekly \$ \_\_\_\_\_
- Web Access \$ \_\_\_\_\_
- Maintenance  Full  LO  PO \$ \_\_\_\_\_
- Guard \$ \_\_\_\_\_
- Alarm Permit \$ \_\_\_\_\_
- Chat \$ \_\_\_\_\_
- Other \$ \_\_\_\_\_

**Access**

- Managed  Cloud  Blue Key \$ \_\_\_\_\_

**Inspections**

- Fire Alarm \$ 67.50  Fire Extinguishers \$ 6.42
- A  S/A  Q  M  A  S/A  Q  M
- Sprinkler Inspection \$ 22.50  Smoke Detector Cleaning \$ \_\_\_\_\_
- A  S/A  Q  M  A  S/A  Q  M
- Fire Pump Inspection \$ \_\_\_\_\_  EM/Exit Lighting \$ \_\_\_\_\_
- Kitchen Hood Inspection \$ \_\_\_\_\_  Dry System/Antifreeze \$ \_\_\_\_\_
- Backflow Inspection \$ \_\_\_\_\_  A  S/A  Q  M
- A  S/A  Q  M  Other: report upload \$ 6.00
- Fire Hydrants \$ \_\_\_\_\_  A  S/A  Q  M
- Sensitivity Test \$ \_\_\_\_\_

**Payment for Service:** Customer agrees to pay Contractor \$ 102.42 per month for on-going monitoring, and/or other services indicated above, payable in advance commencing on the date installation is completed and continuing for the first 24 months of this Agreement. Customer further agrees that at any time following expiration of the first 24 months of this Agreement, Contractor may increase the on-going monthly charges specified above for the balance of the term and any renewal thereof. Such increase may be made no more frequently than once during any 12 month period. Customer agrees to pay the full amount of such increase that does not exceed a 15% increase over the previous 12 months' basic on-going charges. If Contractor increases the basic on-going charge by an amount greater than the 15% herein agreed to, Customer may terminate this Agreement upon written notice to Contractor within 15 days of notification of such increase.

**Term, Renewal, and Expiration.** This Agreement shall remain in force for an initial term of 36 months from the date the System is installed and becomes operative, or the date of execution of this Agreement, whichever is later. It shall be automatically renewed for consecutive terms of one year, unless one party gives written notice to the other at least 60 days prior to the end of the then current term of its intent to allow this Agreement to expire at the end of such term.

**ADDITIONAL TERMS AND CONDITIONS:**

**1. Limitation of Contractor's Liability.** It is understood that Contractor is not an insurer; that insurance, if any, is to be obtained by Customer independent of Contractor and this Agreement; and that the amounts payable to Contractor hereunder are based upon the value of the System and the Services and upon the scope of liability as herein set forth and are unrelated to the value of Customer's property or the property of others located at Customer's Premises. Contractor can give no assurance and makes no guarantee or warranty, including any implied warranty of merchantability or fitness for a particular purpose, that the System or Services supplied will avert or prevent burglary, fire, or other occurrences, or their related consequences, that the System Services are designed to detect. It is impractical and extremely difficult to fix the actual damages, if any, that may proximately result from failure on the part of the Contractor to perform any of its obligations hereunder. Customer does not desire this Agreement to provide for full liability of Contractor and agrees that Contractor shall be exempt from liability for loss, damage, or injury due directly to occurrences, or their related consequences, that the System or Services are designed to detect; that if Contractor should be found liable for loss, damage, or injury due to failure of service or equipment in any respect, its liability shall be limited to a sum equal to 10% of the annual charge for Services provided to the Premises or \$250.00 (whichever is greater) as the agreed upon damages and not as a penalty, as the exclusive remedy; and that the provisions of this paragraph shall apply if loss, damage, or injury regardless of cause or origin, results indirectly to person or property from the performance or nonperformance of obligations imposed by this Agreement or from negligence, active or otherwise, of Contractor, its agents or employees. No suit or action shall be brought against Contractor more than one year after the accrual of the cause of action thereof. It is further agreed that the limitations of liability expressed herein shall inure to the benefit of and apply to all shareholders, parents, and subsidiaries of Contractor and all other companies or persons affiliated with Contractor hereunder by assignment. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, that department or other organization may invoke the provisions hereof against any claims by Customer due to any failure of such department or organization. IF CUSTOMER WISHES CONTRACTOR TO ASSUME A GREATER LIABILITY HEREUNDER THAN SPECIFIED ABOVE, CUSTOMER SHALL NOTIFY CONTRACTOR OF THAT FACT AND CONTRACTOR SHALL AMEND THIS AGREEMENT BY ATTACHING A RIDER SETTING FORTH THE MAXIMUM AMOUNT OF ADDITIONAL LIABILITY ASSUMED AND THE ADDITIONAL AMOUNT PAYABLE BY CUSTOMER FOR THE ASSUMPTION BY CONTRACTOR OF SUCH GREATER MAXIMUM AMOUNT OF LIABILITY. SUCH RIDER AND ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED AS MAKING CONTRACTOR AN INSURER.

Since the parties agree that Customer retains the sole responsibility for the life and safety of all persons in the protected Premises, and for protecting against losses to his own property or the property of others in the protected Premises, Customer agrees to list Contractor as additional insured on all insurance policies in effect at the above Premises. If Customer does not so list Contractor as an additional insured, Customer shall indemnify and hold harmless Contractor, its employees and agents, from and against all claims, lawsuits, and losses, including attorney's fees, by persons not a party to this Agreement, relating to the System or Services provided under this Agreement.

**2. Limited Warranty.** If Customer has purchased the System from Contractor, Contractor warrants that the equipment of the System will be free from defects in material and workmanship for a period of 90 days from the date the System is placed into operation. If, during the 90-day period, any equipment proves to be defective, it will be repaired or replaced, at Contractor's sole option, free of charge. This warranty does not apply (a) to any defect caused by damage (other than damage resulting from a defect) that occurred while the System was in possession of Customer, including damage resulting from accidents, acts of God, alteration, misuse, tampering, or abuse; (b) to defects resulting from Customer's failure to follow operating instructions properly; (c) to adjustments necessitated by misalignment of cameras, improper adjustment of monitor brightness and contrast tuning controls or insufficient light on an area viewed by a camera; and (d) to problems due to electrical power or telephone service outage. If Customer calls for service under this limited warranty and upon inspection by Contractor's representative it is found that one or more of the conditions described in the clause (a) through (d) led to the inoperability or apparent inoperability of the System, a charge will be made for the service call whether or not Contractor's representative actually works on the System. Should it be necessary to make actual repairs to the System due to conditions or circumstances not covered by this limited warranty, a charge will be made for such repairs at Contractor's then applicable rates for labor and material. Warranty service will be furnished by Contractor during its normal business hours, 7:00 a.m. to 4:00 p.m. local time, Monday through Friday, holidays excluded.

THIS LIMITED EQUIPMENT WARRANTY DOES NOT APPLY TO ANY SECURITY SYSTEM OR EQUIPMENT LEASED BY CUSTOMER FROM CONTRACTOR. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING CONTRACTOR'S NEGLIGENCE, SHALL BE REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. CONTRACTOR SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY CONTRACTOR, NEGLIGENCE OF CONTRACTOR OR OTHERWISE.

**3. Entire Agreement.** This Agreement, including the provisions on the reverse side of this page and attached Schedule of Equipment and Service, constitute the entire agreement between the parties, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to the Premises covered by this Agreement. In executing this Agreement, Customer is not relying on any advice or advertisement of Contractor. Customer agrees that any representation, promise, condition, inducement, or warranty, express or implied, not included in writing in this Agreement shall not be binding upon either party, and that the terms and conditions hereof apply as printed without alteration or qualification, except as specifically modified in writing, signed by a duly authorized representative Contractor. The terms and conditions of this Agreement shall govern notwithstanding any inconsistent or additional terms and conditions of any purchase order or other document submitted by Customer. This Agreement shall not become binding on Contractor unless and until approved by a duly authorized representative of Contractor as Provided below.

**4. Miscellaneous Charges and Increases in Charges.** (a) Customer shall pay any federal, state, and local taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the Services provided for herein, including any increase in charges to Contractor for facilities required for transmission of signals under this Agreement. (b) At Contractor's option, a fee may be charged for any false alarm caused by Customer or for any unnecessary service run. If either Contractor or Customer is assessed any fine or penalty by any municipality or fire or police protection district as a result of any false alarm, Customer shall pay the full amount of such fine or penalty. (c) The monthly service charges for monitoring include telephone company line charges if required. Contractor may increase its monthly charge at any time to reflect any increase in line charges for the Customer facility covered by this Agreement. Customer shall also pay any telephone company toll charges incurred in the operation of the System. (d) Installation charges set forth herein assume installation will be performed during Contractor's normal working hours and using its own personnel. If Customer requests this installation or any part thereof to be performed outside ordinary business hours, or if the installation must be performed by outside contractors because of Customer's requirements, the installation charge is subject to adjustment. (e) If any government agency requires any changes in the System originally installed, Customer agrees to pay for the cost of any such changes. (f) The prices stated herein for the System and Services to be provided are based upon the number and type of components, type of security, and service specified in the Schedule of Equipment and Service. Should Customer request or require additional equipment protection, security devices or services, the final contract price will be adjusted accordingly. (g) Amounts payable to Contractor hereunder that are past due shall accrue interest at a rate of 18% per annum, compounded monthly.

**5. Further Obligations of Customer.** (a) Customer, at its own expense, shall supply appropriate uninterruptable AC electric power, outlets for such power, located according to Contractor's requirements, and telephone company interconnection jacks, if required.

(b) Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove or otherwise interfere with equipment installed by Contractor, nor shall Customer permit the same to be done by others. If any work is required to be performed by Contractor, by Customer's breach of the foregoing obligations, Customer will pay Contractor for such work in accordance with Contractor's then current prevailing charges for labor and material.

(c) For those Premises where Contractor is to provide central station service, Customer shall furnish Contractor in writing a list of the names, title, residence addresses, phone numbers, and signatures of all persons authorized to enter the Premises of Customer during scheduled closed periods and shall be responsible for updating such list. In cases of supervised service, Customer shall also furnish Contractor with an authorized daily and holiday opening and closing schedule.

(d) Customer shall carefully and properly set the alarm System each night or at such other times as Customer shall close its premises. Customer shall carefully and properly test the alarm System prior to each closed period and shall immediately report to Contractor any claimed inadequacy in or failure of the System. Customer shall perform a daily walk test of any motion detection equipment used on the Premises.

(e) Customer shall permit Contractor access to the premises for any reason arising out of or in connection with Contractor's rights or obligations under this Agreement.

(f) Should any part of the System be damaged by fire, water, lightning, acts of God, or any cause beyond the control of Contractor, any repairs or replacement shall be paid for by Customer, ordinary wear and tear excepted.

(g) Any claim by Customer for improper installation or a defect in the System shall be made to the Contractor within 30 days after installation is completed.

(h) Customer represents and warrants that Customer is the owner of the Premises or, if not, that the owner thereof agrees and consents to the installation of the System on the Premises. Customer shall indemnify and hold Contractor harmless from and against any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from Contractor's inability to recover leased system components where Customer moves out of the Premises.

(i) For those Premises where Contractor is to provide central station sprinkler supervisory and waterflow alarm or automatic fire alarm service, Customer warrants and agrees that all alarm valves, gate valves, tanks, pumps, compressors, inspector test connections, or other elements of the sprinkler system as now installed or to be installed, are, or will be, corrected at Customer's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with Contractor's signalling devices. Customer further agrees to furnish any necessary water through Customer's meter and at Customer's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the Premises to be protected.

(j) For those Premises where closed circuit television equipment is provided, Customer will provide adequate illumination under all operational conditions for the proper operation of the closed circuit television camera and will provide any necessary AC power supply where required as well as shelf or desk space for monitors.

(k) Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and / or transmitting equipment at Customer's Premises.

**6. Further Obligations of Contractor; Limitations.** (a) Contractor shall not be held responsible or liable for delay in installation of the System or interruption of Service, due to strikes, lockouts, riots, floods, fires, lightning, acts of God, or any cause beyond the control of Contractor, including interruptions in telephone service. Contractor will not be required to supply service to Customer while any such cause continues.

(b) For those Premises where monitoring service is provided, Contractor, upon receipt an alarm signal from Customer's Premises, shall make every reasonable effort to transmit the alarm promptly to the police or fire department having jurisdictions (except that, to avoid false alarms, Contractor retains the right, in its sole judgment, to first investigate the cause of such signal by either telephoning Customer or dispatching a representative to Customer's Premises to determine whether an emergency condition exists, warranting transmission of the signal to the police or fire department). Contractor shall also make a reasonable effort to notify Customer's designated representative by telephone of every genuine alarm received, unless instructed to do otherwise by Customer.

(c) In case of possible telephone line trouble detected by Contractor, Contractor shall contact the telephone company and request they determine the location of the trouble, if unknown to Contractor. When the trouble has been traced to a specific Customer, Contractor will make a reasonable effort to notify Customer or his designated representative. If any service or repair to Customer's equipment becomes necessary, Contractor shall, at Customer's request, dispatch a representative to Customer's premises for the purpose of making the necessary service or repair, which service or repair will be paid for by Customer at Contractor's standard rates unless covered by maintenance services provided by Contractor hereunder. It is understood that the telephone company is not the agent of Contractor, and Contractor shall not be liable for the telephone company's negligent performance or delay in performance.

(d) For those Premises where card access security is provided, Contractor assumes no responsibility or liability for lost or stolen access cards.

(e) For those Premises with a direct connection to the municipal police, fire department, or any other agency shown, it is mutually understood and agreed that signals transmitted hereunder will be monitored in municipal police and / or fire departments or other locations, and that the personnel of such municipal police and / or fire departments or other locations are not Contractor's agent, nor does Contractor assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

(f) For those Premises where maintenance services are provided, Contractor will bear the expense of all ordinary maintenance and repair of the System due to normal wear and tear to the System. The expense of all extraordinary maintenance and repair due to alterations in Customer Premises, alterations of the System made at the request of Customer made necessary by changes in Customer's Premises, damage to the Premises or to the alarm system, or to any cause beyond the control of Contractor, shall be borne by Customer. Customer agrees to furnish any necessary electric current through Customer's meter and at Customer's own expense with an outlet within 10 feet of the System control panel. It is, mutually agreed that the work of installation and Contractor's periodic inspections, repairs and tests of the System shall be performed between the hours of 7:00 a.m. and 4:00 p.m., exclusive of Saturdays, Sundays, and holidays. EXCLUSIONS: Maintenance on the following devices will be provided only on a time and material basis: (1) window foil, (2) security screens, (3) any exterior mounted devices and (4) PROM (Programmable Read Only Memory). Maintenance service will not apply to any condition to which the equipment warranty specified in paragraph 2 does not apply. Contractor's obligation relates to the maintenance solely of the specific protection system owned by the Customer and described in this Agreement. Contractor is in no way obligated to maintain, repair, service, replace, operate, or assure the operation of any device or devices of Customer of others not installed by Contractor. If Maintenance Agreement is not contracted for before the expiration of the limited warranty provided in paragraph 2, Contractor will provide maintenance service only after inspecting the System and making any necessary repairs or replacement to the System at a charge to the Customer for labor and / or material at Contractor's then prevailing rates.

**7. Title to Equipment and Use of Leased Systems.** Any equipment installed on Customer's premises that is leased from Contractor shall at all times remain solely the property of Contractor, and Contractor agrees not to permit the attachment thereto of any equipment not furnished by Contractor. It is further understood and agreed that Contractor may remove or abandon said System, in whole or in part, upon termination of the lease by lapse of time, default of any monies due hereunder, or otherwise without any obligation to repair or redecorate any portion of the protected premises. Such removal or abandonment shall not be held to constitute a waiver of the right of Contractor to collect any unpaid charges that have accrued hereunder.

**8. Termination.** (a) Contractor may terminate this Agreement immediately upon written notice in the following circumstances: (i) if Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, in which case the balance of the monies due for the unexpired term of this Agreement shall become immediately due and payable; (ii) if Contractor's central station, the telephone line, wires, or Contractor's equipment at Customer's premises are destroyed or so substantially damaged that is commercially impractical to continue service to Customer's premises; (iii) if Customer fails to follow recommendations made by Contractor for repair or replacement of defective parts of the System not covered under the limited warranty or maintenance service provided for therein, or if Customer's failure to follow operating instructions properly results in an undue number of false alarms, or if the premises in which the System is installed are so modified or altered after installation of the system as to render continuation of service impractical; and (iv) as provided in paragraph 9 relating to assignment.

(b) Customer may terminate this Agreement, in the following circumstances; (1) immediately upon written notice, if Customer's Premises are, by any cause beyond the control of Customer, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operations at such Premises; (ii) as provided on the front page relating to expiration; or (iii) as provided on the front page relating to price increases.

(c) Should Customer default in the payment of his account, Customer shall be responsible for the payment of all fees, including reasonable attorney fees incurred by Contractor in the collection of Customer's account. If there is no agreement or provision of law for a different rate, the interest on money shall be at the rate of eight percent per annum, compounded annually.

(d) Upon termination of this Agreement, Customer shall permit Contractor access to Customer's premises in order to deactivate any telephone line signalling device.

**9. Assignment.** This Agreement is not assignable by Customer except upon prior written consent of Contractor, however this Agreement is assignable by Contractor without prior written consent of Customer.

**10. Maintenance Plan.** Full Maintenance Plan covers normal wear and tear of existing parts/equipment, including factory defective parts/equipment, with an exact or better replacement and the labor costs associated with installation. Parts Only Maintenance Plan covers normal wear and tear of existing parts/equipment, including factory defective parts/equipment, **but does not cover labor charges** which will be incurred at the standard applicable rate. Labor Only Maintenance Plan does not cover **any** parts/equipment, including factory defective parts/equipment, but does cover labor costs associated with repair and/or installation of parts which will be charged at the standard applicable cost.

**11. Remote Support.** Contractor will provide remote support for equipment installed at Customer's premise using one of the following: (i) An equipment vendor's website which has secure remote access communication paths built in between the hardware and vendor support site. (ii) Remote access software installed, supported, and maintained by Customer on their computer network. Remote access credentials and support software will be supplied by the Customer at time of service request. This software will then be loaded by employees of the Contractor on company issued hardware that is following standard cybersecurity policies. The Customer accepts all legal cybersecurity risks and costs in relation to the remote access software. (iii) Software communicating over traditional phone lines to fire/security alarm panels.

YOU EXPRESSLY AUTHORIZE FIRE PROTECTION SERVICE CORPORATION AND ITS AFFILIATES TO CALL OR TEXT YOU AT THE TELEPHONE NUMBER(S) (INCLUDING CELL PHONE NUMBERS) PROVIDED REGARDING THIS ACCOUNT AND ADDITIONAL OFFERS, PRODUCTS OR SERVICES OR OTHER INFORMATION USING AN AUTOMATED DIALER OR A PRERECORDED OR ARTIFICIAL VOICE. YOU UNDERSTAND THAT YOU ARE NOT REQUIRED TO GIVE THIS AUTHORIZATION AS A CONDITION OF SUBSCRIBING TO THE SERVICES. MESSAGE AND DATA RATES MAY APPLY. CUSTOMER'S INITIALS \_\_\_\_\_

Customer hereby acknowledges that he or she has read and understands this entire Agreement.

**YOU, THE BUYER, MAY CANCEL THIS TRANSACTION 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. (RESIDENTIAL CUSTOMERS ONLY)**

**FIRE PROTECTION SERVICE CORPORATION**

Written by Damien Frable

Approved and accepted by Fire Protection Service Corporation

By \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**CUSTOMER**

By (Print Name) Jessica Morrison

Signature  2B680FFDFAF6489...

Title Business Manager Date 8/21/2023

**NOT BINDING ON CONTRACTOR WITHOUT APPROVAL BY A DULY-AUTHORIZED REPRESENTATIVE OF FIRE PROTECTION SERVICE CORPORATION.**

Notes (Internal Office Use Only):

**Certificate Of Completion**

Envelope Id: 08A5B13589F8480783477718A6CE1892	Status: Sent
Subject: Your Mountain Alarm System Agreement for signature	
Source Envelope:	
Document Pages: 2	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Damien Frable
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	4155 Harrison Blvd
	Ogden, UT 84403
	dfrable@mountainalarm.com
	IP Address: 69.92.156.198

**Record Tracking**

Status: Original	Holder: Damien Frable	Location: DocuSign
8/16/2023 5:22:46 PM	dfrable@mountainalarm.com	

**Signer Events**

Jessica Morrison  
 jmorrison@rmckenna.org  
 Business Manager  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 2B680FFDFAF6489...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 104.245.110.141

**Timestamp**

Sent: 8/16/2023 5:26:15 PM  
 Viewed: 8/17/2023 7:05:54 AM  
 Signed: 8/21/2023 7:29:16 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 8/17/2023 7:04:25 AM  
 ID: 71adb3a7-ab18-47c2-89a0-d0db35476dcf

In Process

Rose Peterson  
 rpeterson@mountainalarm.com  
 Homeowner  
 Security Level: Email, Account Authentication (None)

Sent: 8/21/2023 7:29:18 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Processing  
 processing@mountainalarm.com  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Finalize

Signing Group: Finalize  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Processing  
processing@mountainalarm.com  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Contracts  
contracts@mountainalarm.com  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 9/21/2021 8:49:49 PM  
ID: 1ef83109-80ba-443d-9de2-a77296ff2032

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	8/16/2023 5:26:15 PM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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In Process

## **CONSUMER DISCLOSURE**

From time to time, Fire Protection Service Corp (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent" form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Fire Protection Service Corp:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: aallen@mountainalarm.com

**To advise Fire Protection Service Corp of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at aallen@mountainalarm.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from Fire Protection Service Corp**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to aallen@mountainalarm.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Fire Protection Service Corp**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to aallen@mountainalarm.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000 or WindowsXP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to

other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree" button below.

By checking the "I Agree" box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Fire Protection Service Corp as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Fire Protection Service Corp during the course of my relationship with you.

In Process