



# **AMERICAN DIGITAL MONITORING**

## ***Wholesale Monitoring Agreement***

- (1) Print this agreement out directly from your computer.**
- (2) Review the agreement.**
- (3) Complete the agreement.**
- (4) Initial Page #1.**
- (5) Sign Page #2.**
- (6) Fax the agreement back to 425-696-0023  
-or- SCAN the 2 pages and return by email to  
[CONTRACT@AmericanDigitalMonitoring.com](mailto:CONTRACT@AmericanDigitalMonitoring.com)**

QUESTIONS?

Call 1-888-686-7406

**WHOLESALE MONITORING SERVICES AGREEMENT between Cen Com Inc, a Washington Corporation doing business as American Digital Monitoring, hereafter called ADM, and Applicant Alarm Dealer hereafter called DEALER.**

***Both parties agree as follows:***

1. ADM and DEALER agree that this is to be a Monthly agreement with billing on the First day of any month in advance with payment due by the 15th of each month. 2. DEALER acknowledges ADM is a Membership monitoring service and agrees to the prevailing monthly membership fees. 3. DEALER agrees to pay ADM for monitoring services as per listed prices as well as any options selected by DEALER with no pro-rating of any fees. 4. DEALER agrees that all payments shall be made by pre-approved automatic credit card or bank draft payments or DEALER agrees that 25% billing surcharge shall occur and will require a security deposit to be paid and held on DEALERS account equal to one and a half (1-1/2) times the average monthly charges on DEALERS account. 5. DEALER warrants that all information provided to ADM to monitor accounts is correct and complete and ADM shall have no obligation or liability to update, correct or verify it. 6. ADM is contracted only as an agent for the DEALER and will only be responsible to the DEALER to carry out ADM pre-approved written instructions from the DEALER. 7. DEALER agrees that ADM will respond only to valid non-cancelled or restored alarm signals. Any other signals, including trouble signals, supervisory signals, zone restore, power fail signals, low battery signals or any alarm signal with subsequent opening after alarm, cancel or abort signals received will be ignored by ADM and "Automatically Logged" for dealers future review. 8. DEALER may for an additional fee, change the herein agreed ADM response for "Automatically Logged" signals to a DEALER specified response if requested in writing and agreed to by both DEALER and ADM. 9. DEALER agrees that should ADM receive any undefined or unknown signals, codes or zones regardless of cause, they will be considered a NON-VALID ALARM CONDITION and be ignored by ADM and "Automatically Logged" for dealer's future review. 10. ADM shall automatically create a 'shell account' for any UNKNOWN account number that falls within the DEALERS pre-assigned account range. Account shall be considered a "inactive" account and require DEALER to process account by completing proper set-up or requesting deletion. 11. DEALER agrees to be the sole responsible party for locating and updating unknown code or file information for ADM. 12. DEALER agrees to a fee for each data change made by ADM on Dealers behalf unless Dealer makes direct account set-up or data changes on-line, without ADM review or verification, when using ADM automated software. 13. ADM is obligated to only extend alarm monitoring, defined signal decoding, authority dispatching and subscriber notification whereas all other services, including but not limited to options, reports, call recordings, signal logs, end user of DEALER system access are considered optional and may be suspended or discontinued at any time. 14. ADM will provide DEALER with current certificates of insurance upon written request and DEALER will provide ADM with current certificates of insurance upon written request. 15. DEALER agrees to any accounts located outside the continental United States having additional fees. 16. ADM is not an insurer and that the rates and charges herein are based solely on the services rendered. 17. ADM is not responsible for service interruptions due to strikes, walkouts, power failures, insurrection, phone or communication failures, third party services, acts of God, or any other causes beyond its direct and immediate control, including any governmental restrictions, requirements or actions. 18. DEALER does hereby for itself and all parties claiming under it, release and discharge ADM From all hazards covered by insurance, it being expressly understood and agreed that no insurance company or insurer shall have any rights of subjugation against ADM If there shall, notwithstanding the above provisions, at any time be or arise any liability on the part of ADM, by virtue of this agreement, such liability shall be limited to a liquidated damage sum equal to the DEALER'S pro-rated fees of one month for all Dealers accounts. 19. DEALER shall indemnify and save ADM harmless from any and all liability, loss, damage, expense, causes of action, suits, claims or judgments arising from loss to person or property resulting from or based upon any monitoring services provided, or failure to be provided by ADM under the terms of this contract, and shall at its own cost and expense, defend any and all suits which may be brought against ADM, either alone or in conjunction with others, upon any such liability or claim or claims and shall satisfy, pay and discharge any and all judgments and fines that may be recovered against ADM in any such action or actions, provided, however, that ADM Shall give the DEALER written notice of any such claim. 20. DEALER agrees to have all services suspended or canceled at the option of ADM if DEALER is past due, or if ADM is unable or unwilling to render service as a result of any governmental requirements. 21. DEALER agrees that should their account be placed in the hands of an attorney or collection agent or should suit be brought to enforce this agreement with or without the assistance of and attorney or collection agent, DEALER shall pay all costs required for ADM to bring such actions. 22. DEALER agrees that should they not provide payments as agreed within the terms of this agreement, ADM shall have the right but not the obligation to notify DEALERS end users of service termination or offer end users alternative monitoring service options. 23. DEALER agrees that the exclusive venue for resolution of any disputes or claims arising out or relating to in any way, to the agreement shall be the county, state or federal courts of King County, Washington and the Dealer unconditionally consents to the laws of the State of Washington and that they alone exclusively control the terms of this agreement or any other agreement, written or oral, signed or not, between the Dealer and ADM or any third party as a result of any disputes or claims brought in through the relationship or association between Dealer and ADM. 24. DEALER and ADM both agree to the waiving of any trial by Jury should suit be instituted. 25. ADM shall have the right to assign this agreement to any other person, firm, or corporation without notice and shall have further rights to subcontract monitoring or other services it may perform and DEALER acknowledges that such transfer shall bind the DEALER with the same force and effect that they bind the DEALER to ADM. 26. DEALER and ADM agree that this Dealer Account must be cancelled online using the ADM on line cancellation form, or with a certified, return receipt letter sent to the ADM corporate office a minimum of 60 days prior to the intended termination date of the agreement. 27. DEALER agrees that prior to termination of services, DEALER shall delete all accounts from their DEALER group or ADM shall do so at an additional charge per account.

**WHOLESALE MONITORING SERVICES AGREEMENT**

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28. DEALER will return a signed hard copy of this agreement within 30 days of online application acceptance by ADM or be subject to an additional \$1.00 per account on line, non-signed contract fee. Failure for ADM to charge this additional \$1.00 per account fee, does not waive ADMS' right to collect this fee in arrears. 29. DEALER agrees that should they receive any promotional offers, including but not limited to any free, discounted or credited services, monitoring, data loading, or any free or discounted or credited benefits including but not limited to answering services, call routing, internet listing, tech-man.com or similar technical services that this agreement shall convert form a month to month agreement as stated in paragraph# 1 and become a 24 month minimum term agreement. If this occurs, DEALER will maintain their account in good standing from that point on, with their accounts on line never falling below the total number of accounts online when this agreement is entered into during the 24 month period or DEALER agrees to a liquidated damage fee equal the remainder of the twenty four months for each of those accounts or \$500.00, whichever is greater, as well as any promotional values, credits, discounts or free services received by the DEALER shall be reversed and become immediately due and payable. 30. DEALER agrees that upon signing or resigning of a hard copy of this agreement, any and all provisions of this agreement shall renew itself from that day forward, including any new or revised agreement terms, conditions, restrictions, obligations or commitment, but will not exclude any previously entered into agreement terms, conditions, restrictions, obligations or commitments, regardless if they were omitted from the newer signed agreement. 31. ADM and DEALER agree that in the event that any of these terms or provisions of this agreement shall be declared invalid or inoperative by a court of law, that all of the remaining terms and provisions shall remain in full force and effect. 32. DEALER agrees that no other offers, specials or programs can be incorporated or used with this agreement unless specifically agreed to in writing and signed by both DEALER and ADM. 33. DEALER agrees that should they open any separate DEALER programs, DEALER will notify ADM in writing prior to application and they shall bear the same rate or higher as any existing Dealer program, or ADM has the right to charge the difference retroactively. 34. DEALER agrees that should they have any additional agreements with ADM, they shall be bound to this agreement as if they were one agreement, except for the monthly fee structure as they may be independently set by ADM. 35. DEALER agrees that should they elect to use ADM provided toll free incoming telephone receiver lines, any alarm sending non-basic signals, including but not limited to opening, closing, auto test signals, runaways, unknown signals, unknown calls or excessive signals of any sort shall bear additional fees as determined by ADM. 36. DEALER agrees that should they elect to have ADM provide a transferable toll free incoming receiver line for DEALER, that until such time that DEALER assumes toll free billing of said toll free line, a surcharge rate per account shall be charged to DEALER and that DEALER appoints ADM irrevocable power of attorney on behalf of said line transfer with rights to ADM to reassume said line at any time during or after the terms of this agreement. 37. ADM pricing is to be considered introductory pricing and is subject to change at any time with a 30 day advance notice to DEALER. 38. DEALER agrees that basic monitoring provide by ADM is non U.L. rated, however, optional U.L. Fire or Burglary monitoring is available at separate rates and may not be remotely accessible by DEALER. 39. DEALER agrees that in the event out of state monitoring of Dealer accounts by ADM require specialized in State or Local licensing, Dealer agrees to assist ADM in obtaining said licenses to with Dealer agrees to pay for all fees related to said licensing requirements, unless 500 or more accounts are within said area under licensing jurisdiction. 40. DEALER agrees that by entering into this agreement that they are bound to its terms and conditions and that no other agreements oral or in writing are in effect other than what is set forth in this agreement itself unless written and signed by both DEALER or his agent, and a Corporate officer of ADM. 41. ADM hereby notifies DEALER that this agreement may have upon occasion additional conditions, changes or updates and in the event of such, ADM will notify DEALER those updates via Email and said updates shall be reflected on the website under the tab 'Terms & Conditions'. DEALER has 15 days to challenge any of the conditions, changes or updates or said conditions, changes or updates will go into full effect as an addendum to this signed contract.

LEGAL NAME OF DEALERS COMPANY: \_\_\_\_\_

DEALERS I.D.#: \_\_\_\_\_ PHONE #:(\_\_\_\_\_) \_\_\_\_\_ PROMOTIONAL CODE: \_\_\_\_\_

DEALER ADDRESS: \_\_\_\_\_ CITY/ST/ZIP: \_\_\_\_\_

PRINTED NAME OF OWNER OR CORPORATE OFFICE SIGNING BELOW: \_\_\_\_\_

SIGNATURE OF OWNER OR CORPORATE OFFICER: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

*SIGNATURE ABOVE ACKNOWLEDGES THIS AGREEMENT AND THAT THIS AGREEMENT IS BINDING ON BOTH THE DEALER AS A COMPANY AND THE SIGNER AS AN INDIVIDUAL.*

**UPON COMPLETION & SIGNATURE, FAX TO 425-696-0023**