



339 Egidi Drive  
Wheeling, Illinois 60090  
(847) 353-7200

## SECURITY SERVICE AGREEMENT

Parties: Sentry Security, LLC. ("Sentry")  
Dana Point Condo Assoc. ("Subscriber")

Date: 2/20/12

Sentry agrees to furnish Subscriber with the services identified below (the "Recurring Services") at the Premises described below. Sentry will also provide such additional services as indicated below and at such time as mutually agreed to by the parties upon request by Subscriber at Sentry's standard rates in effect at the time of request. The transmitting and receiving equipment necessary for monitoring service remains the property of Sentry. Title and ownership of all other equipment, wiring and apparatus ☐ shall remain with Sentry, or ☐ transfer to subscriber upon full payment of the purchase price, or ☐ transfer to subscriber upon completion of the five year contract period.

### CONTRACTED RECURRING SERVICES

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Monitor Burglar Alarm       | <input type="checkbox"/> Monitor Fire Alarm              | <input checked="" type="checkbox"/> Monitor Other   |
| <input type="checkbox"/> at Central Station          | <input type="checkbox"/> at Other _____                  |   |
| <input type="checkbox"/> No signal if phone line cut | <input type="checkbox"/> Backup signal if phone line cut |   |
| <input type="checkbox"/> Opening/Closing Supervision | <input type="checkbox"/> Log Only                        | <input type="checkbox"/> Reports                    |
| <input type="checkbox"/> Repair Services             | <input type="checkbox"/> Parts Only                      | <input type="checkbox"/> Other _____                |
| <input type="checkbox"/> Inspections                 | <input type="checkbox"/> Labor Only                      | <input checked="" type="checkbox"/> Frequency _____ |
|  | <input type="checkbox"/> Monthly                         | <input checked="" type="checkbox"/> T & M Repair    |
|  | <input type="checkbox"/> Quarterly                       | <input type="checkbox"/> Other _____                |
|  | <input type="checkbox"/> Annually                        |   |

### SYSTEM DESCRIPTION

1519 E Central Road Fitness Room Emergency Call Button Monitoring at \$29.95/Month.  
3 Year Contract Term

### PAYMENT: Subscriber agrees to pay:

- (i) Deposit Amount: \$ \_\_\_\_\_ upon the signing of this Agreement;
- (ii) Completion Charge: \$ \_\_\_\_\_ upon the completion of the installation of the system;
- (iii) Recurring Services Charge: \$ 29.95 per month paid quarterly in advance for Recurring Services

1. Subscriber agrees to pay Sentry all amounts set forth in this Agreement, including all amounts for any taxes or other charges that may be imposed now or in the future by any governmental authority or communications carrier as a result of providing the Recurring Services identified herein. Quarterly Recurring Maintenance Charges may be prorated based on the actual number of days of Recurring Services if the Effective Date of this Agreement commences on a day other than the first of the month. A late charge of one and one-half percent (1½%) per month may be charged by Sentry to all amounts under this Agreement that remain unpaid for more than thirty (30) days. Sentry may, without recourse or liability, discontinue or terminate the Recurring Services if Subscriber fails to make any payment due hereunder when due.

2. Except as otherwise herein provided, this Agreement shall remain in full force and effect for an initial term of five (5) years from the later of (i) the date of this Agreement or (ii) the date on which the Recurring Service Charges commence (the "Effective Date"), and shall thereafter automatically renew unless terminated in accordance with the following sentence, for successive periods of one month each of which for purposes of this Agreement shall be deemed a renewal term. This Agreement may be terminated by Subscriber only upon written notice to Sentry, by registered or certified mail, made at least thirty (30) days prior to the expiration date of the initial term or any subsequent renewal term.

3. IN THE EVENT OF TERMINATION BY SUBSCRIBER PRIOR TO THE END OF THE INITIAL TERM OR ANY RENEWAL TERM OF THIS AGREEMENT, ALL AMOUNTS DUE HEREUNDER FOR THE INITIAL TERM OR ANY RENEWAL TERM, AS THE CASE MAY BE, WILL BECOME IMMEDIATELY DUE AND PAYABLE.

4. RESIDENTIAL SUBSCRIBERS ONLY. Any residential Subscriber may cancel this transaction at any time prior to midnight of the third business day after Effective Date of this transaction by written notice delivered to Sentry at the above address.

5. This Agreement shall not be binding upon Sentry unless approved in writing by an officer of Sentry. In the event such approval is not obtained, the sole liability of Sentry shall be to refund to Subscriber any amounts paid to Sentry by Subscriber upon the signing of this Agreement.

Sentry and Subscriber hereby acknowledge that the additional terms and conditions on the reverse side of this Agreement are incorporated herein and made part of this Agreement.

SENTRY SECURITY, LLC.

By: Karla Freimark  
Authorized Representative

Approved: \_\_\_\_\_  
Officer

SUBSCRIBER

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Premises: 1519 E Central Road, Fitness Center, Arlington Heights, IL 60005



**TERMS AND CONDITIONS**

1. **LIMITATION OF LIABILITY.** Subscriber acknowledges and agrees that neither Sentry nor its assignees, employees, or independent contractors, including signal carriers, telephone companies, municipal agencies, and central stations (collectively, "Others"), providing any of the Recurring Services identified herein for Subscriber make any representations or warranties that the system or Recurring Services provided herein will not be circumvented or compromised or that the system or Recurring Services provided herein will provide the protection for which the system or Recurring Services are designed to detect or avert. Subscriber agrees that neither Sentry nor Others is an insurer and this Agreement is not intended to be an insurance policy or a substitute for an insurance policy. Sentry recommends that Subscriber obtain insurance for its own protection. It is the intention of the parties that neither Sentry nor Others assume any responsibility for any loss or damage, irrespective of cause or origin, which results directly or indirectly to person(s) or property from the performance or nonperformance of obligations imposed by this Agreement or from negligence of Sentry or Others for loss or damage sustained through burglary, theft, hold up, fire or any other cause. If there shall at any time be any liability on the part of Sentry or Others by virtue of this Agreement, whether due to negligence of Sentry or Others, Subscriber further agrees that the sole and exclusive remedy of Subscriber shall be limited to the lesser of the sum of the most recent twelve (12) monthly payments under this Agreement or One Thousand Dollars (\$1,000.00). Under no circumstances shall Sentry be responsible for any loss of use, loss of profit, increased operating or maintenance claims or any special indirect or consequential damages.

2. **INDEMNIFICATION.** If any person not a party to this Agreement shall make any claim or file any lawsuit against Sentry for any reason relating to the system, the Recurring Services or Sentry's duties and obligations pursuant to this Agreement related to the design, installation, repair, monitoring, inspection, operation, or non-operation of the system, Subscriber agrees to indemnify, defend and hold harmless Sentry from any and all claims and lawsuits, including the payment of damages, expenses, costs and reasonable attorney's fees, whether or not such claims and lawsuits are based on negligence, indemnification, contribution or strict or product liability on the part of Sentry, or Others, except to the extent such claim or lawsuit occurs while an Sentry or Others is on the Premises and such losses, damages, expenses, and liability are solely and directly caused by the acts of Sentry or Others.

3. **DEFAULT.** Upon Subscriber's failure to pay any sums due Sentry under this Agreement, or upon premature termination or cancellation of the Recurring Services hereunder by Subscriber, Sentry reserves the right to terminate its obligations under this Agreement and remove any Sentry owned equipment, wiring and apparatus from the Premises upon notice to the Subscriber. Sentry will have no obligation to repair or replace any portion of the Premises due to the removal of Sentry's system upon such termination. At the time of termination of the Recurring Services hereunder, all amounts due and payable to Sentry for the entire initial term of the Agreement or any subsequent renewal term, if such termination occurs after the expiration of the initial term of this Agreement, shall become immediately due and payable.

4. **FEE INCREASES.** Sentry may increase the Recurring Services Charges provided herein, upon written notice to Subscriber, at any time after the Effective Date of this Agreement. Subscriber agrees to notify Sentry of any objection to such increase in writing, by certified or registered mail, within 30 days after the date Subscriber receives notice from Sentry of any increase. Subscriber's failure to object to any increase in accordance with the terms of this Agreement shall be conclusively presumed that Subscriber has agreed to such increase. In the event that Subscriber objects to such increase, Sentry may elect, at its sole option, to (i) continue this Agreement under the terms and conditions in effect immediately prior to such increase, without notice to Subscriber, or (ii) terminate this Agreement upon 15 days advance written notice to Subscriber.

5. **INSTALLATION.** Subscriber hereby authorizes Sentry and Others to: (a) install the any system and to perform the Recurring Services as required to be performed by Sentry hereunder and Subscriber agrees that the wiring Sentry shall run in installing the system shall be exposed wiring, unless this Agreement provides that the wiring shall be run in conduit, and (b) enter the Premises for the purpose of making emergency repairs to the system in the event of an emergency occurring during periods of Subscriber's absence and further provided that Subscriber has furnished Sentry with a key to the Premises. Sentry assumes no responsibility for any delay in the installation of the system or the Recurring Services due to strikes, fires, power failures, interruptions or unavailability of telephone service, acts of God, or any other cause beyond the control of Sentry. Subscriber acknowledges and agrees that Sentry has no ability to determine the location of hidden pipes, wires or other obstructions in the walls, floors or in the ground on or around the Premises. It is Subscriber's obligation to make Sentry aware of any such conditions. Subscriber further agrees that Subscriber shall be solely responsible for any damage resulting from the failure of Subscriber to disclose such conditions. Subscriber understands that the installation of the equipment for the Recurring Services provided under this Agreement will require drilling and cutting of various parts of the Premises and Subscriber gives Sentry and Others permission to do so.

6. **TAMPERING WITH EQUIPMENT.** Subscriber shall not, and shall not permit any person to, attach any device to the lines, wires or equipment of the system, or to alter, remove or tamper with any system equipment without the prior written consent of Sentry.

7. **ASSIGNMENT.** Sentry may assign this Agreement to any other person, firm or corporation without notice to Subscriber, and shall have the right to subcontract any of its services which it may be obligated to perform under this Agreement. The benefits of this Agreement are not assignable by Subscriber without the prior written consent of Sentry.

8. **RECEIPT OF ALARM SIGNAL.** Upon receipt of an alarm signal from the Premises, Sentry will use its commercially reasonable efforts to call Subscriber or its authorized representative to verify the legitimacy of the signal. If it is determined that an emergency condition exists or if Subscriber cannot be reached to confirm such emergency situation, Sentry or Others, will make commercially reasonable efforts to notify the appropriate police or fire authorities and Subscriber or Subscriber's authorized representative by telephone unless runner service is provided. Should Subscriber's or Subscriber's authorized representative not arrive within thirty (30) minutes to a call of an outside ringer, or an alarm that is continually transmitting alarm signals, Subscriber authorizes Sentry, at its sole discretion, to gain entry to the Premises and to remedy any malfunction on behalf of Subscriber. Subscriber further agrees to furnish Sentry with a current list of names, titles, and telephone numbers of personnel to be notified in the event of a receipt of a signal in writing on a continuing basis.

9. **TELEPHONE LINES.** Subscriber acknowledges that signals from the system will not be received at the monitoring facility if the alarm signals are transmitted over telephone lines that are out of order, disconnected, or otherwise unavailable. If Sentry incurs any increase in charges for the use of telephone lines or other telecommunications lines or services, or if any new or increased taxes or license fees shall be incurred by Sentry which increase the cost of performing this Agreement, the proportional share of such costs shall be payable by Subscriber in increased monthly charges.

Subscriber shall give Sentry authority to access connection on Subscriber's telephone lines for the purposes of providing digital dial up alarm service from the Subscriber's location to Sentry monitoring facility. Subscriber shall pay all telephone bills related to the usage of the alarm communicator.

10. **REPAIR SERVICE.** If maintenance is provided as part of the Recurring Service Charges for the system, Subscriber authorizes Sentry to repair, inspect, test and service the system between the hours of 8:30 a.m. and 5:00 p.m. CST on Monday through Friday excluding holidays. Subscriber understands that any service requested outside this time frame will be performed at Sentry's sole discretion and billed at Sentry's prevailing wage rates in effect at such time. Service will be provided to those subscribers which elect 24 hour 7 day a week service for no additional charge. Service on maintenance accounts will be done at Sentry's sole cost and expense for normal wear and tear repairs. All other repairs shall be at Subscriber's sole cost and expense. Sentry reserves the right to bill Subscriber for any service calls placed that were the result of Subscriber's negligence. Subscriber agrees to carefully test and check their system on a regular basis, and to immediately report any irregularities or problems to Sentry. Sentry shall make all reasonable repairs as soon as possible upon receipt of notice from Subscriber. Subscriber agrees that Sentry may make all repairs utilizing new or refurbished components or replacement parts. If time and material service is elected, such service will be furnished upon request at Sentry's prevailing wage rates in effect at such time. Subscriber shall be responsible for all charges billed in accordance with this Section 10 and Subscriber acknowledges that any charges billed in accordance with this Section 10 will be a minimum of one hour for all service calls and may include labor, travel time, overtime and trip charges. Payments due under this Section 10 will be due and payable within 30 days upon completion of services.

11. **FALSE ALARMS.** If Sentry dispatches any governmental authority or agent to respond to false alarms originating from Premises, where Subscriber intentionally, accidentally, or negligently has activated the alarm signal, if Sentry makes a service call caused by the negligence of Subscriber or for any other reason, including equipment failure Subscriber shall be responsible for any and all false alarm fees and/or fines assessed by the appropriate governmental authority with respect to such false alarms and Subscriber shall pay Sentry the charges for such service call at its then prevailing wage rates in effect at such time. Subscriber agrees to pay all false alarm fees or assessments, permits, taxes, fees or other charges by any governmental body relating to the installation or service provided under this Agreement.

12. **MONITORING SERVICES.** Sentry reserves the right to subcontract all central station monitoring service at its sole discretion including third party central stations, police departments, fire departments and answering services. Any monitoring facilities subcontracted by Sentry assumes no responsibility for interruption of monitoring, repair or any other Recurring Services due to strikes, riot, lightning, earthquakes, power failures, unavailability of telephone service, or any other cause beyond the control of Sentry or Others. Sentry may terminate this Agreement at any time upon notice to Subscriber, if its rights and privileges necessary to install and maintain the signal receiving equipment in the monitoring facility are terminated, the monitoring facility or other authorities having jurisdiction direct that such system or signal receiving equipment be removed or replaced, or a telephone connection is denied to Sentry or Subscriber.

13. **CHANGES IN EQUIPMENT.** If any insurance underwriter or authority having jurisdiction over the equipment service provided, or Subscriber by its own acts, shall require or make necessary any changes in the equipment as originally installed, the cost for making such changes shall be paid by Subscriber, in accordance with the prevailing wage rates of Sentry in effect at such time. If it is determined that existing equipment or wiring on the Premises is missing or defective such missing or defective equipment or wiring will be replaced at Subscriber's sole cost and expense.

14. **RELOCATION.** If Subscriber moves their residence or place of business, the Subscriber may move their alarm service to the new location upon payment of reasonable costs incurred in transferring the System to the new location. The Subscriber shall pay any increased monthly charges that may be incurred by such a move. All terms contained in this Agreement will remain in full force and effect and the Subscriber shall be bound for the remaining terms of this Agreement.

15. **WARRANTIES.** The system used to support the Recurring Services sold hereunder has the following LIMITED WARRANTY: The system is warranted to be free from material defects in workmanship or materials for a period of ninety (90) days from the date of completion of the installation. This warranty is void in the cases of abuse, misuse, abnormal use, repair by unauthorized persons, or if for any reason Sentry determines that such system or any parts thereof is or are not operating properly as a result of causes other than poor workmanship or defective materials. THE LIMITED WARRANTY SET FORTH IN THIS SECTION 15 IS EXPRESSLY MADE IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. IN NO EVENT SHALL SENTRY BE LIABLE TO SUBSCRIBER FOR ANY DIRECT, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH SUBSCRIBER'S USE OF THE SYSTEM, OR FOR ANY OTHER CAUSE WHATSOEVER RELATING TO THE SYSTEM. THE LIMITED WARRANTY IDENTIFIED HEREIN IS LIMITED IN DURATION TO THE NINETY (90) DAY TERM IDENTIFIED HEREIN AND SUBSCRIBER AGREES THAT SENTRY HAS GIVEN SUBSCRIBER NO OTHER WARRANTY.

16. **COMPLETE AGREEMENT.** This Agreement (together with any individually signed separate system descriptions and/or rider(s) pertaining to this Agreement) is intended by the parties as the final expression of their agreement with respect to the subject matter contained herein and also as the complete and final statement of the terms and conditions of such Agreement. If there is any conflict between this Agreement and the Subscriber's purchase order, or any other document or oral agreement, this Agreement will govern. This Agreement may only be amended in a writing signed by both parties. In the event any term or condition of this Agreement is declared invalid or inoperative, all the remaining terms and conditions shall remain in full force and effect.

17. **CHOICE OF LAW; VENUE.** The validity, interpretation and performance of the terms hereof with respect to any system or the Recurring Services rendered (or to be delivered) hereunder shall be governed by the laws of the State of Illinois. Sentry and Subscriber each agree that Cook County Courts will be the sole and proper forum for the resolution of any disputes or the exercise of any remedies under these terms and each shall subject themselves to the personal jurisdiction of such courts and hereby waive any objection, and submit to the services of process of such courts. If any action to enforce one's rights arising out of or relating to this Agreement and these Terms and Conditions, the prevailing party shall recover its reasonable attorneys' fees, costs and expenses from the non-prevailing party.

18. **MISCELLANEOUS. Section Headings.** The section headings herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this Agreement and these Terms and Conditions.



## ADDENDUM A

In consideration of the mutual covenants and promises of the parties hereunder, this Addendum A, shall be incorporated into and made a part of the Security Service Agreement dated February 20, 2012, between Dana Point Condominium Association and Sentry Security. To the extent there is any inconsistency between this Addendum and the Security Service Agreement, this Addendum shall control.

The Security Service Agreement dated February 20, 2012, for 1519 E Central Road Fitness Room Emergency Call Button Monitoring (the "Agreement") is modified as follows:

- I. Paragraph 2 of the first page of the Agreement is modified by deleting the paragraph in its entirety, and the following shall be substituted in its place:

2. Except as otherwise provided, this Agreement shall remain in full force and effect for an initial term of three years from the later of (i) the date of this Agreement or (ii) the date on which the Recurring Service Charges commence (the "Effective Date"). This Agreement may be terminated by Subscriber for cause upon a breach of the Agreement by Sentry by at least thirty-days prior written notice to Sentry, by registered or certified mail, without payment of penalty and notwithstanding Paragraph 3 of the Agreement. This Agreement may be terminated by Subscriber without cause and for any reason upon at least thirty-days prior written notice to Sentry, by registered or certified mail, subject to Paragraph 3 of this Agreement.

- II. Paragraph 1 of the "Terms and Conditions" of the Agreement, entitled "Limits of Liability," shall be deleted in its entirety.

- III. Paragraph 2 of the "Terms and Conditions" of the Agreement, entitled "Indemnification," shall be deleted in its entirety, and the following shall be substituted in its place:

2. INDEMNIFICATION BY SENTRY; INSURANCE: Sentry shall indemnify and hold harmless the Subscriber, its directors, officers, employees, members and agents, from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance or non-performance of the services and work provided pursuant to this Agreement, provided that any such claim, damage, loss or expense is (a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of the use resulting therefrom and (b) caused in whole, or in part, by any negligent act or omission or intentional act of Sentry or any subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder.

Sentry shall maintain at all times during the term of this Agreement and for a period of one year thereafter the following insurance coverage and any other additional insurance and/or bonds required by law: Commercial General Liability Insurance with limits of at least \$1,000,000 per occurrence for bodily injury or death

and property damage liability and at least \$2,000,000 General Policy Aggregate (applicable to Commercial General Liability Policies); and Workers Compensation insurance in the amount of statutory limits. At no time shall any employee or agent, of Sentry come on to the Subscriber's Property without any and all of the foregoing insurance coverage in place. Sentry shall immediately provide proof of such insurance upon request by the Association.

- IV. The first sentence of Paragraph 12 of the "Terms and Conditions" of the Agreement, entitled "Monitoring Services" shall be modified to be as follows (the remaining provisions of Paragraph 12 shall remain unchanged):

Sentry shall have the right to subcontract central station monitoring services, including third party central stations, police departments, fire departments, and answering services, only with the prior written permission of the Subscriber.

DANA POINT CONDOMINIUM  
ASSOCIATION (Subscriber):

By: Angele S.  
Title: President  
Date: 3/7/12

SENTRY SECURITY, LLC.,

By: Dan Robstony  
Title: Pres  
Date: 3/6/2012