

BLUE LIGHTNING MONITORING INSTALLATION AGREEMENT

This INSTALLATION AGREEMENT(the" Agreement) is entered into this _____, 20____, '. (the "Effective Date") by and between _____ (Company) and _____ (Customer)

CUSTOMER INFORMATION:

Customer Name: (Homeowner) _____
 For premise located at: _____ (the "Monitored Location")
 Street Address _____ City _____ State _____ Zip _____ County _____
 Mailing/Billing Address (if different from Monitored Location): _____
 Street Address _____ City _____ State _____ Zip _____ County _____
 Monitored Location Phone Number: _____ Customer Cell Phone Number: _____

EQUIPMENT PAYMENT SCHEDULE

Equipment Installation & Activation Fees	Price
Equipment Total	
Installation Fee	
Activation Fee	
Sales Tax	
Total Fees	

Schedule of Protective Equipment:			
Protective Equipment	Qty	Retail	Item Total

CUSTOMER ACKNOWLEDGES THAT: (A) COMPANY HAS EXPLAINED THE FULL RANGE OF PROTECTION, EQUIPMENT, AND SERVICES AVAILABLE TO CUSTOMER, (B) ADDITIONAL PROTECTION OVER AND ABOVE THAT PROVIDED HEREIN IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY AT AN ADDITIONAL COST TO CUSTOMER, (C) CUSTOMER DESIRES AND HAS CONTRACTED FOR ONLY THE EQUIPMENT AND SERVICES ITEMIZED ON THE ABOVE SCHEDULE OF PROTECTIVE EQUIPMENT AND (D) CUSTOMER ASSUMES RESPONSIBILITY FOR ANY REPAIRS AS THE RESULT OF STANDARD INSTALLATION IF CUSTOMER CANCELS THIS AGREEMENT DURING OR AFTER INSTALLATION.

INSTALLATION AND SERVICES

Company agrees to sell and install, at the Monitored Location, the alarm system described on the entitled "Schedule of Protective Equipment" (the "Equipment").

PAYMENT TERMS: The Total Fees are due and payable upon completion of the installation.

AUTHORIZATION TO INSTALL SYSTEM: You agree to buy an electronic security and/or surveillance system ("System"), consisting of the Equipment, and we agree to sell and install said System at the Monitored Location identified in the Equipment and instruct you in its proper use. You hereby authorize us to: (a) prepare the Monitored Location for installation (including, without limitation: drilling holes, making openings in walls, affixing components to the Monitored Location, connecting the System to electricity and telephone systems in the Monitored Location); and (b) install the System using methods meeting industry standards and practices. We shall not be responsible for any condition created as a result of such installation or any service, or removal of the System. You agree to furnish, at your expense, all 110 Volt AC power and electrical outlets and receptacles, telephone hook-ups, RJ31x Block or equivalent, internet connection, high speed broadband cable or DSL and IP Address, as deemed necessary by us. You must be present for the installation and to receive the System operating instructions from us. We are not responsible if installation is delayed due to bad weather, labor disputes, civil unrest, acts of God or other reasons beyond our control. If you, your insurer, or any government body requires any changes to the System described in this Agreement, after the transaction date shown below, you agree to pay all parts/labor charges for such changes.

OUR RIGHT TO SUBCONTRACT: You agree that we may, in our sole and absolute discretion, subcontract any services to be provided under this Agreement to third parties who may be independent of us; and you appoint us to act as your agent with respect to such subcontractors, except that we shall not obligate you to make any payments to such third parties. You acknowledge and agree that the provisions of this Agreement and particularly those paragraphs relating to our disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification/subrogation inure to the benefit of and apply to the actions of any subcontractors engaged by us.

INSTALLATION: We agree to install the System at the Monitored Location in a workmanlike manner and in compliance with applicable laws, regulations and industry standards, and to furnish all material and labor necessary for such installation. Also, if required by law, we will procure all required permits and provide a certificate of workman's compensation prior to starting work. You agree to make the Monitored Location available to us during normal business hours. You understand that installation may require drilling and culling into certain parts of the Monitored Location and that certain wiring may be required to be exposed, although we will attempt to conceal wiring in the furnished areas of the Monitored Location whenever possible, and you agree to provide for lifting and replacing carpeting, if required, for installation of floor mats, switches, or wiring. We shall not be liable for any damage or loss sustained by you as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including our own negligence in the performance of this contract. The estimated date for substantial completion of installation is not definitive. We make no promise of installation of equipment or commencement of services by any particular date. Time is not of the essence.

ACCEPTANCE OF INSTALLATION: You hereby acknowledge and agree that any error or omission in the installation of the System must be brought to our attention within five (5)

business days after completion of installation, otherwise the installation shall be deemed accepted by and satisfactory to you.

RIGHT TO FILE MECHANIC'S LIEN: You acknowledge and understand that if you default in the performance of any of the terms or conditions of this Agreement, we may have the right to record a Mechanic's Lien against any property upon which we have furnished labor and/or materials, appliances or equipment, for the value of such items furnished.

SCHEDULE OF PROTECTIVE EQUIPMENT:

TITLE TO THE SYSTEM; RISK OF LOSS; SECURITY INTEREST/COLLATERAL: To secure your obligations under this Agreement, you grant us a security interest in the equipment installed at the Monitored Location and authorize us to file a financing statement. You further acknowledge and agree that title to and ownership of the System and all component parts shall remain with us until you have paid in full all amounts required hereunder. Until the required amounts have been paid in full, you shall bear the entire risk of loss, damage, destruction or theft of the System. If you default on any payment under this Agreement, we are authorized and empowered enter upon the Monitored Location and to remove the System. Removal of the System shall not be deemed a waiver of our right to damages or to collect any payments due hereunder, and we shall continue to have the right to enforce any legal remedy or right available to us. Further, we shall be in no way obligated restore the Monitored Location to its original condition or redecorate same in the event the System is removed as a result of your default.

LIMITED WARRANTY (NEW INSTALLATIONS ONLY): We agree to make all repairs and replacement of parts without cost to you for a period of ninety (90) days from the date of installation in the event that any part of the System becomes defective, or in the event that any repairs are required. We reserve the option to either replace or repair the defective part(s), and reserve the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. This warranty is not assignable and does not cover batteries, light bulbs, LED's, LCD's, reprogramming, damage by lightning, electrical surge, wiring or foil breaks. We are not the manufacturer of the System equipment and other than this limited warranty you agree to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage, if any. This Limited Warranty does not cover any damage to the System caused by accident, vandalism, tampering, your negligence, water, flood, lightning, fire, intrusion, abuse, misuse, acts of God, unauthorized repairs, modifications or installation by anyone other than us.

LIMITED AUTHORITY OF INDEPENDENT CONTRACTORS: Any sales representatives and security consultants who sell our products and services directly to customers in their homes or businesses, as well as any self-employed technicians and installers who install or service our products are all independent contractors, not our employees. As such, these INDEPENDENT CONTRACTORS ARE NOT AUTHORIZED TO PROMISE OR OFFER YOU ANYTHING THAT WOULD CONTRADICT OR CHANGE THE EXPRESS TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT AND WE WILL NOT HONOR ANY SUCH VERBAL PROMISES OR OFFERS UNLESS THEY ARE SET FORTH IN WRITING IN ABOVE, AND/OR ON THE FRONT OF THIS AGREEMENT AND EXPLICITLY ACCEPTED AND AGREED TO BY US. ACCEPTANCE AT INSTALLATION AND COPY RECEIVED By:

 Customer's Signature Date

INSTALLATION AGREEMENT

TAKEOVER SYSTEMS: Company does not warranty any existing equipment previously installed. All equipment must be in working order and functioning properly. Customer understands that during the reprogramming process, any equipment not working properly will be replaced at the owner's expense.

NO OTHER WARRANTIES: Except as set forth herein, we make no express warranties as to any matter whatsoever, including, without limitation, the condition of the System equipment, its merchantability, or its fitness for any particular purpose. We do not represent nor warrant that the System: (i) may not be compromised or circumvented; (ii) will prevent any loss by burglary, hold-up, fire or otherwise; or (iii) will in all cases provide the protection for which it is installed. We expressly disclaim any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. We shall not be liable for any general, direct, special, exemplary, punitive, incidental or consequential damages. You acknowledge that: (i) any affirmation of fact or promise made by us shall not be deemed to create an express warranty unless included in this contract in writing; (ii) you are not relying on our skill or judgment in selecting or furnishing a system suitable for any particular purpose; (iii) there are no warranties beyond those on the face of this agreement; and (iv) we have offered additional and more sophisticated equipment for an additional charge which you have declined. Your exclusive remedy for our breach of this contract or negligence of any kind of any degree is to require us to repair or replace, at our option, any equipment which is nonoperational. Some states do not allow the exclusion or limitation of consequential, incidental or other damages, or a limitation on the duration of implied warranties, so the above limitations or exclusions may not apply to you. The warranty gives you specific legal rights and you may also have other rights which may vary from state to state. **YOU AGREE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT WHICH SET FORTH OUR MAXIMUM LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO YOU OR ANYONE ELSE.**

LIMITATION OF LIABILITY: You agree and understand that we are not an insurer and no insurance coverage is offered herein. The System is designed to reduce certain risks of loss, though we do not guarantee that no loss will occur. We are not assuming liability, and therefore shall not be liable to you for any loss, personal injury, data corruption/loss, property damage or any other injury/damage you might sustain as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by our active or passive sole, joint or several ordinary negligence, any breach of contract (express or implied) or breach of warranty (express or implied) by us, or some defect in the System. You hereby release us from any claims for contribution, indemnity or subrogation and agree that our liability, if any, shall be limited to the maximum sum of \$250.00 or 5% of the sales price, whichever is greater. If you wish to increase the maximum amount of our limitation of liability, you may do so, as a matter of right, at any time, by entering into a supplemental contract and paying an additional charge consonant with our increased liability. This shall not be construed as insurance coverage.

INDEMNIFICATION AND WAIVER OF SUBROGATION RIGHTS: You agree to and shall indemnify and hold us harmless from and against all claims, lawsuits, including those brought by third parties or you, including reasonable attorneys' fees and losses asserted against and alleged to be caused by our performance, negligent performance, or failure to perform any obligation, as well as any failure or malfunction of the System or the monitoring station facilities, the recording of communications or video surveillance, and product or strict liability. You also hereby waive any right of subrogation you or your insurance carrier may otherwise have against us arising out of this Agreement or the relation of the parties hereto. You further release, discharge and agree to hold us and harmless from any and all claims liabilities damages losses or expenses, arising from or caused by any hazard covered by insurance in or on the Monitored Location, whether said claims are made by you, your agents, your insurance carrier or other parties claiming under or through you. You agree to indemnify, defend and hold us harmless from any action for subrogation which may be brought by any insurer or insurance carrier, or its agents or assigns, including the payment of all damages expenses, costs and attorneys' fees. We shall not be responsible for any portion of any loss or damage which is recovered or recoverable by you from insurance covering such loss or damage or for such loss or damage against which you are indemnified or insured. It is your obligation to notify your insurance carrier of the terms of this provision.

FALSE ALARMS/PERMIT FEES: You are solely responsible to file for and maintain all required alarm permits and to pay all permit fees. You agree to indemnify or reimburse us for any fines relating to permits or false alarms. We shall have no liability for permit fees, false alarms, false alarm fines, police or fire response, any damage to personal or real property or personal injury caused by police or fire department response to alarm, whether false alarm or otherwise, or the refusal of the police or fire department to respond. In the event of termination of police or fire response by the municipal police or fire department this contract shall nevertheless remain in full force and you shall remain liable for all payments provided for herein.

NOTICE OF DEFECTS OR PROBLEMS: The parties hereto agree that the System, once installed, is in your exclusive possession and control and it is your responsibility to test the operation of the security equipment and to notify us if the System is in need of repair.

CHANGES IN STANDARDS AND REGULATIONS OF REGULATORY AGENCIES: We will not be responsible or liable for any costs or changes to the System necessitated by changes in the regulations and standards of any regulatory agencies after the date of execution of this Agreement. You shall be responsible for and shall pay the cost of any additions corrections or changes to the System that may be requested or required after the execution of this Agreement by any insurance companies or any regulatory, governmental or administrative agencies or institutions.

FORMS

YOUR DUTIES AND RESPONSIBILITIES: In addition to any other duties imposed on you by this Agreement, it is exclusively your responsibility to: (a) use the System strictly in compliance with all applicable laws and regulations; (b) confirm that the communications equipment and services used to transmit data to any monitoring facility are compatible with the System, especially when there are changes to such communications equipment or services (i.e., a change in the service provider, adding or removing call waiting, etc.); (c) test the System and the communications equipment and service periodically, at least monthly and whenever changes are made to communications equipment or services for the Monitored Location; and (d) pay all charges made by any telephone company for labor and equipment necessary to connect the System to the telephone network and all charges related to the transmission of signals or voice to us and any monitoring facility, or to dispatch police, fire or medical personnel to the Monitored Location. Note: Not all communications equipment or services are available from every telephone service provider. You shall be solely responsible for determining if the communications equipment or service used is compatible with and available from any current or future proposed telephone service provider and you alone shall pay (or reimburse us) for all costs incurred in connection with any changes to the telephone service including, without limitation, the cost of installing any such service or equipment.

DEFAULT REMEDIES: In the event you default in the performance of any of the terms or conditions of this Agreement including timely payment of any amounts due, we reserve the right to pursue anyone or more of the following remedies, which shall be cumulative and nonexclusive: (a) recovery of the total unpaid balance of all sums to be paid under this Agreement and any related contracts; (b) repossession of the System; (c) cessation of work on the installation of the System; (d) termination of this Agreement upon ten (10) days written notice; and/or (e) pursuit of any other remedy at law now or hereafter existing. If we prevail in any legal action against you under this Agreement, we shall be entitled to recover all of Our reasonable attorneys' fees and court costs from you and you agree that any judgment entered in our favor shall accrue interest at the rate of 1.5% per month from the date judgment is entered until it is paid in full. In the event of a repossession of the System and resale thereof, you shall be responsible for any deficiency remaining after we apply the proceeds of such resale first to all costs of repossession and resale and then to the unpaid amount due hereunder.

LIMITATION OF ACTIONS; WAIVER OF JURY TRIAL: The Parties waive trial by jury in any action between them. In any action commenced by us against you, you shall not be permitted to interpose any counterclaim. Any action by you against us must be commenced within one year of the accrual of the cause of action or shall be barred. This limitation shall be strictly complied with. All actions or proceedings against us must be based on the provisions of this Agreement. Any other action that you may have or bring against us with respect to other services rendered in connection with this Agreement shall be deemed to have merged into and shall be restricted by the terms and conditions of this Agreement. Any litigation between the parties must be commenced and maintained exclusively in the state courts of the County where our principal place of business is located and you submit to the jurisdiction of said court. Any service of process or papers in any action, proceeding or arbitration may be served by U.S. Mail or overnight carrier to the addresses in this Agreement. In any lawsuit between us in which the condition or operation of the System is in issue, you shall be precluded from claiming that the System was not operating unless you can produce a mail receipt signed by us, evidencing your request for repair service. **NO IMPLIED WAIVERS:** If we fail to insist upon the strict performance of any of the terms and conditions of this Agreement by you or fail to demand that you cure any default or breach, such forbearance on our part shall not constitute a waiver and shall not be construed as thereafter waiving our right to enforce any such terms and conditions in the future or to seek redress for any subsequent breach or default by you. The terms and conditions of this Agreement shall continue and remain in full force and effect as if no such forbearance had occurred.

ENTIRE AGREEMENT: This Agreement constitutes the final expression of the Parties understanding and is a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the Parties and the Parties are relying only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the Parties or their duly authorized agents. We may convert this Agreement to an electronic image that will be the exclusive original.

INVALID PROVISIONS: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any manner.

APPLICABLE LAW: This Agreement shall be governed by and construed according to the laws of Arizona without reference to its choice of law or conflict of law provisions.

PARAGRAPH HEADINGS: The paragraph titles used herein are for convenience of the Parties only and shall not be considered in construing the provisions of this Agreement.

ASSIGNMENT: This Agreement may not be assigned by you in whole or in part. We may assign this Agreement without notice to you and shall be relieved of any obligations created herein upon such assignment. Our assignee shall be entitled to all of the rights, benefits, privileges and protections afforded to us under the terms of this Agreement.