

GRUNAU COMPANY INC.

Illinois

ALARM MONITORING AGREEMENT

This agreement is entered into this 2nd day of November, 2022, by and between Vermilion County Highway Dept. GRUNAU COMPANY INC., 6011 Hanna Ave, Suite A&B, Indianapolis, IN 46203 317-872-7360, hereinafter referred to as "COMPANY" AND (SUBSCRIBER Name), GC1436 - Vermilion County Highway Dept.

(Address) 2732 Batestown Rd, Oakwood, IL 61858 hereinafter referred to as "SUBSCRIBER".

1. DESCRIPTION OF SERVICES PROVIDED:

COMPANY agrees to provide monitoring service as hereinafter set forth for the alarm system owned by SUBSCRIBER and located at (Address) 2732 Batestown Rd, (City) Oakwood, (State) IL (Zip Code) 61858.

SUBSCRIBER INFORMATION

2. PAYMENT AND TERMS:

SUBSCRIBER agrees to pay to COMPANY, its agents or assigns for monitoring, the sum of One Hundred Fifty (\$ 150.00) dollars quarterly. This Agreement shall be for an initial term of three (3) years and shall automatically be renewed for like periods at the same monitoring rate, unless either party notifies the other in writing of its intention to terminate this Agreement, not less than thirty (30) days prior to the expiration of the original term or renewal term thereof. COMPANY may increase the monthly monitoring rate for any renewal period by giving SUBSCRIBER sixty (60) days prior written notice.

3. RECEIPT OF COPY: SUBSCRIBER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, AND FOR RESIDENTIAL SYSTEMS, TWO COPIES OF THE NOTICE OF CANCELLATION.

4. CANCELLATION: (RESIDENTIAL ONLY) YOU, THE SUBSCRIBER MAY CANCEL THIS AGREEMENT 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.

5. COMPANY IS NOT AN INSURER, LIMITATION OF LIABILITY:

5.1 It is understood and agreed: That COMPANY is not an insurer; that insurance, if any, shall be obtained by SUBSCRIBER: that the payments provided for herein are based solely on the value of the service as set forth herein; that COMPANY makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences therefrom which the system or service is designed to detect or avert. SUBSCRIBER acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to monitoring or the failure of the system to properly operate with resulting loss to SUBSCRIBER because of, among other things: (a) The uncertain amount or value of SUBSCRIBER's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert; (b) The uncertainty of the response time of any police department, fire department, paramedic unit, or others, should the police department, fire department, paramedic unit, or others be dispatched as a result of a signal being received; (c) The inability to ascertain what portion, if any, of any loss would be proximately caused by COMPANY'S failure to perform or by its equipment to operate; (d) The uncertain nature of occurrences which might cause injury or death to SUBSCRIBER or any other person which the system is designed to detect or avert; (e) The nature of the service to be performed by COMPANY. SUBSCRIBER understands and agrees that if COMPANY should be found liable for loss or damage due from failure of COMPANY to perform any of the obligations herein, including, but not limited to monitoring service, or the failure of the service or equipment in any respect whatsoever, COMPANY'S liability shall be limited to a sum equal to the total of six (6) monthly payments or Two Hundred Fifty Dollars (\$250.00), whichever is the lesser, and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or non-performance of the obligations imposed by this Contract, or from negligence, active or otherwise, of COMPANY, its agents, servants, assigns or employees.

6. COMPANY'S LIABILITY/DISCLAIMER OF WARRANTIES; COMPANY DOES NOT REPRESENT OR WARRANT: THAT THE ALARM SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM OR SERVICE WILL PREVENT ANY LOSS BY BURGLARY, HOLD-UP, OR OTHERWISE; OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. SUBSCRIBER ACKNOWLEDGES AND AGREES: THAT COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. SUBSCRIBER FURTHER ACKNOWLEDGES AND AGREES: THAT COMPANY IS NOT AN INSURER; THAT SUBSCRIBER ASSUMES ALL RISK OF LOSS OR DAMAGE TO SUBSCRIBER'S PREMISES OR TO THE CONTENTS THEREOF. SUBSCRIBER HAS DISCUSSED THE AMOUNTS SET FORTH IN PARAGRAPH 5 WITH COMPANY'S AGENT, WHICH SETS FORTH COMPANY'S MAXIMUM LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO SUBSCRIBER OR ANYONE ELSE.

GRUNAU COMPANY, INC.

BY: _____

Approved (print): _____

Date Approved: _____

SUBSCRIBER

BY: Adrian L. Greenwell

BY (print): ADRIAN L. GREENWELL

Date Signed: 12/9/22

THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNLESS APPROVED IN WRITING BY AN AUTHORIZED OFFICIAL OF COMPANY. IN THE EVENT OF NON-APPROVAL, THE SOLE LIABILITY OF COMPANY SHALL BE TO REFUND TO SUBSCRIBER THE AMOUNT THAT HAS BEEN PAID TO COMPANY

BY SUBSCRIBER UPON THE SIGNING OF THIS AGREEMENT.

THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS AGREEMENT ARE INCORPORATED HEREIN AND BY REFERENCE ARE MADE A PART HEREOF.

- 7. MONITORING SERVICES:** Signals of the alarm systems owned by SUBSCRIBER at the premise hereinabove set forth shall be monitored by COMPANY. If in the opinion of COMPANY, use of the alarm system by SUBSCRIBER adversely affects the use of the signal receiving equipment, this Agreement may be terminated ten (10) days following written notice to SUBSCRIBER.
- 8. RESPONSE TO ALARMS:**
- 8.1 Upon receipt of a burglar alarm signal, transmit the alarm to headquarters of the police department and notify the SUBSCRIBER or his designated representative by calling the telephone number supplied to COMPANY in writing by SUBSCRIBER. Upon written request from SUBSCRIBER, COMPANY will notify SUBSCRIBER or his designated representative first to receive authorization to dispatch the police department.
- 8.2 Upon receipt of a hold-up alarm signal, transmit the alarm to the police department.
- 8.3 Upon receipt of a sprinkler alarm signal, water flow signal, manual, smoke or automatic fire alarm signal, transmit the alarm to the fire department and notify SUBSCRIBER or his designated representatives by calling the telephone number supplied to COMPANY in writing by SUBSCRIBER. Upon written request from SUBSCRIBER, COMPANY will notify SUBSCRIBER or his designated representative first to receive authorization to dispatch the fire department.
- 8.4 Upon receipt of a monitor signal, notify SUBSCRIBER or his designated representatives by calling the telephone number supplied to COMPANY in writing by SUBSCRIBER.
- 8.5 **TRANSMISSION LINES:** SUBSCRIBER shall pay all charges made by any telephone company or other utility for installation, leasing and service charges of telephone lines connecting SUBSCRIBER's protected premises to COMPANY'S central station when a digital communicator is used. SUBSCRIBER acknowledges that if COMPANY utilizes a digital communicator for the purposes of transmitting alarm signals from SUBSCRIBER's premises to COMPANY's central station that the signals from SUBSCRIBER's alarm system are transmitted over SUBSCRIBER's regular telephone service to COMPANY'S central station and in the event SUBSCRIBER's telephone service is out of order, disconnected, placed on vacation or otherwise interrupted, signals from SUBSCRIBER's alarm system will not be received in COMPANY'S central station during any such interruption in telephone service and the interruption will not be known to COMPANY. SUBSCRIBER further acknowledges and agrees that signals which are transmitted over telephone company lines which are wholly beyond the control and jurisdiction of COMPANY and are maintained and serviced by the applicable telephone company or utility. COMPANY, at its option, may utilize a radio frequency system for transmitting alarm signals from SUBSCRIBER's premises to COMPANY'S central station. SUBSCRIBER acknowledges that the use of radio frequencies are controlled by the Federal Communications Commission and changes in rules, regulations, and policies may necessitate the discontinuing use of such transmission facilities by COMPANY at COMPANY's sole option. SUBSCRIBER further acknowledges that radio frequency transmissions may be impaired or interrupted by atmospheric conditions, including electrical storms, power failures, or other conditions and events beyond the control of COMPANY.
- 8.6 **2 WAY TEXT (SMS) MESSAGES:** SUBSCRIBER gives consent to be contacted by the COMPANY. and/or EM24 via digital media, including but not limited to: SMS text ("text") or ("email"). SUBSCRIBER is solely responsible to ensure consent from all members of the SUBSCRIBER designated call list that the COMPANY'S central station may notify during the process of delivering alarm monitoring services to the SUBSCRIBER. BY SIGNING THIS AGREEMENT, SUBSCRIBER ENROLLS TO RECEIVE DIGITAL MEDIA MESSAGES FROM COMPANY'S central station. (initials here) **ALG**. (a) COMPANY'S central station will send a text to confirm SUBSCRIBER's approval to send text messages to SUBSCRIBER's phone. SUBSCRIBER must respond with "y" or "yes" to receive SUBSCRIBER-authorized notification via digital messaging, including MMS/SMS. Without this confirmation, COMPANY'S central station will continue to call SUBSCRIBER for the notifications. (b) COMPANY'S central station will send multiple digital messages to SUBSCRIBER's call list enrollees for applicable signals received by COMPANY'S central station. The SUBSCRIBER or members of the call list will be contacted via digital messaging to acknowledge receipt of the notification. If COMPANY'S central station do not receive such acknowledgement, COMPANY'S central station will call SUBSCRIBER for the notifications in accordance with the SUBSCRIBER Data Sheet. (c) SUBSCRIBER or SUBSCRIBER's call list members may choose the stop digital notifications via specific or all digital mediums. Upon request, COMPANY'S central station will cease sending notifications to that digital medium and make phone call notifications in accordance with the SUBSCRIBER Data Sheet. COMPANY'S central station may continue to send digital-notification messages to SUBSCRIBER's call list members who are enrolled to receive digital messaging. (d) In the event SUBSCRIBER has not been contacted via digital messaging within any twelve (12) month period during the term of the alarm monitoring Agreement, COMPANY'S central station will send an opt-in reconfirmation text. SUBSCRIBER and each of its contact list members must respond with "y" or "yes" to continue to be enrolled to receive notifications via digital messaging. (e) COMPANY. and COMPANY'S central station agree to 1) maintain SUBSCRIBER and members of its contact list's contact information in a confidential and secure manner, 2) not to text SUBSCRIBER or members of its contact list for any purpose other than to relay alarm-system notifications, 3) comply with the Telephone Consumer Protection Act and other laws and regulations as it relates to these digital messages. (f) In the event the Agreement is terminated for any reason, COMPANY. and COMPANY'S central station shall remove SUBSCRIBER's digital contact information from its contact database; provided however, that the COMPANY. and COMPANY'S central station may retain such information to maintain the integrity of its histories of alarm notifications or if required by state or federal regulation, court of law, or authority having jurisdiction. (g) Any response to digital messages from the SUBSCRIBER or members of SUBSCRIBER's call list shall be logged in COMPANY'S central station system. SUBSCRIBER and its designees are solely responsible for any and all SUBSCRIBER's message and data charges. By virtue of this Agreement, SUBSCRIBER agrees to have enrolled for digital messaging service. (h) SUBSCRIBER understands and agrees that neither the COMPANY. nor COMPANY'S central station is responsible if any type of notification that is sent but is not received or not received in a timely manner by the intended recipient. Although COMPANY.'s and COMPANY'S central station system is designed to provide messaging and notifications to all enrolled call list members provided by SUBSCRIBER, SUBSCRIBER agrees this is not a guarantee or warranty that all digital notifications will, in fact, be received. Text messages or other types of notifications can fail for various reasons that may or may not be beyond the COMPANY.'s and/or COMPANY'S central station control, including but not limited to private cellular networks going offline, SUBSCRIBER's data plan limitations, network traffic capacities, and SUBSCRIBER's communications device availability.
- 9. COMPANY'S OBLIGATION:** SUBSCRIBER and COMPANY agree that COMPANY'S sole and only obligation under this Agreement shall be to monitor signals received by means of the protective system and respond thereto as set forth in Section 8 of this Agreement.
- 10. FALSE ALARMS:** In the event an excessive number of false alarms are caused by SUBSCRIBER's carelessness, malicious action, or accidental use of the alarm system, COMPANY may in its sole discretion deem same to be a material breach of contract on the part of SUBSCRIBER and, at its option, in addition to all other legal remedies set forth below, be excused from further performance, upon the giving of ten (10) days written notice to SUBSCRIBER. COMPANY'S excuse from performance shall not affect its right to recover damages from SUBSCRIBER.
- In the event a fine, penalty or fee is assessed against COMPANY by any governmental or municipal agency as a result of any alarm originating from SUBSCRIBER's premises, SUBSCRIBER agrees to forthwith reimburse COMPANY for same.
- SUBSCRIBER represents that he fully understands that the equipment, because of its sensitivity and nature, is subject to the influence of external events which are not within the control of COMPANY, and which may cause the alarm to activate. Any and all such alarms which may occur shall not be construed as improper operation of the equipment nor as malfunction thereof, nor shall any or all of such alarms excuse any of the obligations of SUBSCRIBER as set forth in this Agreement.
- 11. INTERRUPTION OR CANCELLATION OF SERVICE:** COMPANY assumes no liability for interruption of monitoring service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service, acts of God, or for any other cause beyond the control of COMPANY and will not be required to supply monitoring service to SUBSCRIBER while interruption of service due to any such cause may continue. This Agreement may be suspended or cancelled, without notice at the option of COMPANY, if COMPANY'S Central Station or SUBSCRIBER's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service or in the event COMPANY is unable to render service as a result of any action by any governmental authority.
- 12. SUBSCRIBER'S DUTIES AS TO USE OF SYSTEM:** The SUBSCRIBER shall carefully and properly test and set the alarm system immediately prior to the securing of the premises and carefully test the system periodically during the term of this Agreement. SUBSCRIBER shall immediately report to COMPANY any claimed inadequacy in or failure of the system or service. SUBSCRIBER agrees to furnish COMPANY with all changes, revisions, and modifications to SUBSCRIBER's information in writing. When any device or protection is used, including but not limited to space protection, which is affected by turbulence of air, occupied airspace change or other disturbing conditions, SUBSCRIBER shall turn off or remove all things, animate or inanimate, including but not limited to all forced air heaters, air conditioners, horns, bells, animals, and any other sources of air turbulence or movement, which may interfere with the effectiveness of the system during closed periods while the alarm system is on. SUBSCRIBER shall have sole responsibility for silencing any audible device. In the event COMPANY is called upon by SUBSCRIBER, governmental authority, or others to silence SUBSCRIBER's audible device, SUBSCRIBER agrees to pay for each such service call at COMPANY'S then prevailing rate with a one-hour minimum charge.
- SUBSCRIBER shall obtain, pay for, keep in full force and effect, all necessary licenses and permits for the installation use of the alarm System during the original and any renewal term of this Agreement. SUBSCRIBER consents to recording of all telephonic communications between SUBSCRIBER and Company's central station staff.
- 13. ASSIGNEES/SUBCONTRACTORS OF COMPANY:** COMPANY shall have the right to assign this Agreement to any other person, firm or corporation without notice to SUBSCRIBER and shall have the further right to subcontract any monitoring or other services which it may perform. SUBSCRIBER acknowledges that this Agreement, and particularly those paragraphs relating to COMPANY'S maximum liability, liquidated damages,

and third-party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors of COMPANY, and that they bind SUBSCRIBER with respect to said assignees and/or subcontractors with the same force and effect as they bind SUBSCRIBER to COMPANY.

- 14. DEFAULT BY SUBSCRIBER:** If SUBSCRIBER fails to pay any amount herein provided within ten (10) days after the same is due and payable, or if SUBSCRIBER fails to perform any other provisions hereof within ten (10) days after COMPANY shall have requested in writing performance thereof, COMPANY shall have the right but shall not be obligated to exercise any one or more of the following remedies: (a) Recover the existing amounts due from SUBSCRIBER and continue to monitor the system, in which case COMPANY shall be entitled to recover, in addition, the monthly charge due under the contract for said services; or (b) Recover from SUBSCRIBER all sums COMPANY may be entitled to under the law.
- 15. DELINQUENCY; RECONNECT CHARGES:** In the event any payment due hereunder is more than ten (10) days delinquent, COMPANY may impose and collect a late charge on the amount of the delinquency at the maximum rate permitted by Florida law, but not greater than eighteen (18%) percent per annum. If the alarm system is deactivated because of SUBSCRIBER's past due balance, and if SUBSCRIBER desires to have the system reactivated, SUBSCRIBER agrees to pay in advance to COMPANY a reconnect charge to be fixed by COMPANY in a reasonable amount.
- 16. TERMINATION:** Upon termination of this Agreement for any reason, SUBSCRIBER shall permit COMPANY or its agent to enter SUBSCRIBER's premises and disconnect SUBSCRIBER's transmitter or communicator from COMPANY'S monitoring network.
- 17. THIRD PARTY INDEMNIFICATION:** When SUBSCRIBER in the ordinary course of business has the property of others in his custody, or the alarm system extends to protect property of others, SUBSCRIBER agrees to and shall indemnify, defend and hold harmless COMPANY, its employees and agents for and against all claims brought by parties other than the parties to this Agreement. This provision shall apply to all claims regardless of cause including COMPANY'S performance or failure to perform and including defects in products, design, installation, maintenance, operation or non-operation of the system whether based upon negligence, active or passive, warranty, or strict or product liability on the part of COMPANY, its employees or agents, but this provision shall not apply to claims for loss or damage solely and directly caused by an employee of COMPANY while on SUBSCRIBER's premises.
- 18. PURCHASE ORDERS:** It is understood and agreed by and between the parties hereto, that if there is any conflict between this Contract and SUBSCRIBER's purchase order, or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.
- 19. ATTORNEY'S FEES:** In the event it shall become necessary for COMPANY to institute legal proceedings to collect the cost of any charges as set forth herein, then and in such proceeding, SUBSCRIBER shall pay to COMPANY reasonable attorney's fees, where permitted by law.
- 20. INVALID PROVISIONS:** In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.
- 21. ENTIRE INTEGRATED AGREEMENT; MODIFICATION; ALTERATION; WAIVER:** This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties, and the parties rely 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 agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. The parties agree that this Agreement is to be performed in the State of Illinois and shall be governed by the laws of the State of Illinois.

COMPANY Initials

ALG

SUBSCRIBER Initials