



HIGH COUNTRY SECURITY

13361 East Highway 20
Clearlake Oaks, CA 95423

ACO #7143 Lic. #961001

Phone (707)998-0324
Toll Free (877)998-0324
Fax (707)998-0376

COMMERCIAL FIRE ALARM MONITORING AGREEMENT

THIS AGREEMENT is entered into this 1st day of April, 2020 ("Effective Date") by and between HIGH COUNTRY SECURITY, (hereinafter referred to as "HCS") and Behavioral Health Lakeshore, hereinafter referred to as "Customer" regarding alarm monitoring at the following address ("Premises") Address: 14092 Lakeshore Dr
City: Clearlake State: Ca Zip: 95422
Business Phone: _____ Alternate Phone: _____ Contact Person: _____

TERMS OF AGREEMENT

Article I. Services

HCS, through their monitoring service provider, will monitor signals generated by the Customer's fire alarm monitoring system twenty-four (24) hours a day, three hundred and sixty-five (365) days per year. When an event alarm is received from the monitored premises, the monitoring service provider will make the appropriate notifications and dispatch the appropriate Fire Department response dictated by that alarm type.

Article II. Fees

2.1 Fee. Customer agrees to pay HCS a fee ("Fee") of \$ 720.00 yearly at the rate of \$ 60.00 per month payable quarterly in advance for fire alarm monitoring for the entirety of this Agreement.

2.2 Collection. If Customer's payments are more than five (5) days overdue, HCS may terminate this Agreement by providing Customer ten (10) days written notice. Such termination will not release Customer's obligation to pay any outstanding balance. Customer agrees to reimburse HCS for all reasonable collection expenses, court costs and attorney fees expended by HCS in recovering any outstanding balance.

2.3. False Alarms. Customer agrees to assume all responsibility for any fines, penalties or charges assessed by government agencies, as set forth for any false alarm which summons an emergency service.

Article III. Terms and Termination

3.1 Term. This Agreement begins on the Effective Date and shall continue for twenty-four (24) months. At the end of the initial term, this Agreement will automatically continue for successive renewal terms of twenty-four (24) months, unless either party provides written notice of termination to the other party at least thirty (30) days prior to the expiration of the current term.

3.2 Renewal Fees. If the Fees for any renewal of the term are to be more than the Fee the Customer was charged for the prior term, HCS will notify the Customer of the renewal Fee at least thirty (30) days before the current term ends.

Article IV. Customer Emergency Information Schedule

Customer agrees to furnish Customer's emergency contact information to HCS on the Schedule provided by HCS. Customer agrees to make changes to the emergency contact information, as needed, by submitting a new Schedule to HCS at the address set forth herein, and understands these changes may not take affect for three (3) working days. Customer agrees that HCS has no obligation to contact any agency, entity or person not set forth in the Schedule.

Article V. LIMITATION OF LIABILITY

CUSTOMER UNDERSTANDS THAT HCS IS NOT AN INSURER OF THE PREMISES AND THAT INSURANCE, IF ANY, SHALL BE OBTAINED BY THE CUSTOMER. THAT THE PAYMENTS PROVIDED FOR HEREIN ARE BASED SOLELY ON THE VALUE OF THE SERVICE AS SET FORTH HEREIN AND ARE UNRELATED TO THE VALUE OF THE CUSTOMER'S PREMISES. CUSTOMER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS HCS AND ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST

PROPERTY DAMAGES, INJURIES, DEATH, CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM THE SERVICES PROVIDED BY HCS TO THE EXTENT CAUSED BY THE NEGLIGENT ACT OR OMISSION OR INTENTIONAL WRONGFUL ACT OR OMISSION OF HCS, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM HCS IS LEGALLY RESPONSIBLE (HEREINAFTER "CLAIMS"). CUSTOMER IS EXPRESSLY REQUIRED TO DEFEND HCS AGAINST ALL SUCH CLAIMS.

Article VI. Miscellaneous

6.1 Binding Agreement; Assignment. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement may not be assigned without prior written consent of HCS.

6.2 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below, or on the actual day actually received if sent by courier or otherwise hand delivered. If intended for the Customer, notice shall be sent to the address listed in the heading of this Agreement. If intended for HCS, notice shall be sent to:

Craig Rosenquist, Owner
High Country Security
P.O. Box 1705
Clearlake Oaks, CA 95423

6.3 Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

6.4 Governing Law. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of California and venue for any action concerning this Agreement shall be in Lake County, California. The parties agree to submit to the personal and subject matter jurisdiction of the court.

6.5 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained in this Agreement.

By my signature, I acknowledge that I have read the foregoing agreement and that I understand and agree to be bound by the provisions therein, furthermore, I have the legal right to enter into this agreement as the responsible party for said premises.

Customer: Lake County Behavioral Health Services Date: _____

By: Todd Metcalf Position/Title: Director

Printed Name: Craig Rosenquist

HCS: _____ Date: April 1st 2020
Authorized Representative