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 PostAlarm.com

Post Alarm

Beverlywood Emergency Contact & Property Access

\$0 Dollar – No Fee Agreement

This Property Access Agreement (the "Agreement") is made between Post Alarm Systems, a California Corporation ("Patrol"), and:

Home Owner/Tenant ("Homeowner" or "Client"): _____

Property Address: _____

Property Landline Telephone Number: _____

Name: _____ Cell Number: _____ Email Address: _____

Name: _____ Cell Number: _____ Email Address: _____

We have been contracted by the Beverlywood Homes Association to patrol the common areas of the Association. In order to provide some additional patrol services to you, the home owner/tenant, we are required by our insurance company to have an access agreement. IF YOU DO NOT SIGN THIS AGREEMENT, WE WILL NOT BE ABLE TO PROVIDE ANY SERVICES RELATING TO YOU, AND OUR SERVICES WILL BE LIMITED TO THOSE WE HAVE AGREED TO PROVIDE TO THE HOMEOWNER'S ASSOCIATION. By signing this agreement the following added services will be available to you:

- a) In the event a suspicious person is seen on your property, we will attempt to secure the perimeter of your property while dispatching law enforcement and contacting you, the Homeowner.
- b) Close physical checks and securing of newspapers/mail when Homeowner is on extended leave from Homeowner 's Property. (Must request this service via a completed Vacation Watch Form).
- c) Response by Patrol from an alarm activation received by Post Monitoring your alarm system or from another alarm company contacting our dispatch center.
- d) Response of Patrol person(s) on duty to a request for assistance directed to Patrol by a telephone call or other means of notification by client.

NOTICE TO CLIENT

- In order for us to be able to provide these services on your property we need you to authorize us to be agents of your property. By signing this agreement you are allowing Post to be agents of your premise.
- Do not sign this Agreement before you read it or if it contains any blank spaces, you are entitled to a completely filled in copy.
- You acknowledge that you have read, understood and agreed to all provisions of this agreement, particularly paragraphs 2,3,4 and 5 which set forth limitations on patrol's services and its liability in the event of any loss or damage to you or anyone else. All of the terms on page 2, 3 and this page and on all attachments are part of this agreement. Read them before you sign below.

 Home Owner/Tenant Name

 Home Owner/Tenant Signature

____/____/____
 Date



TERMS AND CONDITIONS

1. PROPERTY. The terms "Client Property" and "Property" as used herein shall refer to the premises and structures located at the property address stated on the first page of this Agreement or such other premises as may be directed by Home client from time to time.

2. DISCLAIMERS. Patrol does not represent or warrant, expressly or impliedly that the Services to be rendered hereunder by Patrol may not be compromised or circumvented: or that the Service provided will prevent any loss, including, but not limited to, loss to person, loss by burglary, hold-up, vandalism, fire or otherwise; or that the Service provided will in all cases provide the protection for which intended by Client. Client acknowledges and agrees that **Patrol is not an insurer, and that Client is responsible for obtaining its own insurance;** and that notwithstanding this Agreement, **Client at all times assumes all risk of loss and/or damage** to Client's Property or the contents thereof and to that of any third party and their contents which is on the property; that Patrol has made no representations or warranties, express or implied, as to any matter whatsoever, nor has Client relied in entering into the Agreement on any statement, oral or written, made by Patrol or any of its representatives. Client further acknowledges and agrees that no promise or other statement contained herein shall be deemed to create an express or implied warranty. Client understands and agrees that: (1) Patrol persons do not have special arrest or law enforcement powers and may only act as ordinary citizens; (2) Patrol is not licensed to, and will not, make *any* investigation or investigations except those that are incidental to the Services under this Agreement; (3) In the event Client's property is locked, guarded or fenced, Patrol has no liability of any nature whatsoever to attempt to enter the premises until and unless Client shall provide Patrol with access to the premises, which access shall include, but is not limited to, providing keys or other barrier access device(s); and (4) Patrol shall not be obligated or required to enter any portion of Client's property in which dangerous animals are present, as the same may be determined in the sole judgment of Patrol person(s) present at the time of entry.

3. ARREST. Client authorizes Patrol to cause the arrest of any person or persons on or around Client's Property, who are in Patrol's representative's reasonable judgment unauthorized by Client to enter Client's Property and to hold such person or persons until released by Client, his known representative or police authority. Client understands and agrees that often times it is impossible to know with certainty whether a particular person is authorized to be on the Property, and that Patrol shall not be responsible for any harm caused by an erroneous determination regarding such persons' authorization.

4. LIQUIDATION DAMAGES; LIMITATION OF LIABILITY.

(a) CLIENT UNDERSTANDS AND AGREES: The payments provided by Beverlywood Homes Association are based solely on the value of the Service provided as determined by Patrol and are unrelated to the value of the Client's Personal Property, or the personal property kept thereon by Client or others; and that Patrol has not made and does not make any guaranty, warranty, or representation, express or implied, that the Services provided will avert or prevent occurrences or consequences therefrom which the Services were designed to detect or avert.

(b) CLIENT ACKNOWLEDGES AND AGREES: It is and would be impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure of Patrol to properly perform any of its obligations hereunder because of, among other things: (1) the uncertain amount of value of Client's Property, the personal property kept thereon by Client or others which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the Service is designed to detect or avert: (2) the uncertainty of the response time of any police or fire department, should the police or fire department be called; (3) the inability to ascertain what portion, if any, of any loss would be proximately caused by Patrol's failure to perform hereunder, and (4) the nature of the Services to be performed by Patrol hereunder.

(c) THEREFORE CLIENT AGREES, even if it is determined that Patrol's breach of this agreement or negligence, or a failure of the Service caused or allowed, in whole or in part, any harm or damage (whether property damage, personal injury or death) to Client or anyone on Client's Property or their property, **PATROL'S LIABILITY SHALL BE LIMITED TO \$250.00, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AND THIS SHALL BE CLIENT'S ONLY REMEDY REGARDLESS OF WHAT LEGAL THEORY (INCLUDING**



WITHOUT LIMITATION: BREACH OF CONTRACT, NEGLIGENCE, PRODUCTS LIABILITY OR BREACH OF WARRANTY) IS USED TO DETERMINE THAT PATROL WAS LIABLE FOR THE INJURY OR LOSS.

5. 3RD PARTY INDEMNIFICATION AND SUBROGATION. In the event any person or entity, not a party to this Agreement, shall make a claim or file any lawsuit against Patrol for any reason relating to the Services to be or being provided to Client by Patrol hereunder, Client agrees to indemnify, defend and hold Patrol harmless from and against any and all such claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees suffered by Patrol, whether these claims or lawsuits be based upon alleged intentional conduct, active or passive negligence, or strict or product liability on the part of Patrol and/or its officers, directors, shareholders, agents, servants, employee, subcontractors or assigns. **Unless prohibited by your applicable insurance policy, you agree to release Patrol from any claims of any parties suing through your authority or in your name, by subrogation or otherwise, such as your insurance company, and you agree to defend Patrol against any such claim.**

6. ENTIRE AGREEMENT; MODIFICATION WAIVER. This written agreement supersedes all previous negotiations, commitments or agreements written or oral, between Client and Patrol. If any of the terms or provisions of this Agreement shall be determined to be invalid or unenforceable under applicable law, including the warranty disclaimers and liability limitations stated elsewhere herein, then the invalid or unenforceable provision(s) will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms shall continue in full effect This Agreement may only be modified by a writing signed by the parties. No waiver of or breach of any term or condition of this Agreement shall be construed to be a waiver of any other breach. If any part of these Terms is determined to be invalid or unenforceable

7. NOTICES. All notices, requests, demands and other communications required under this Agreement, shall be in writing and shall be deemed to have been conclusively given on the date of delivery, If personally delivered to the party to whom the notice is given, or on the second day after mailing, if mailed to the party to whom the notice is given by certified mail, returned receipt requested, postage prepaid, and properly addressed to that party's address; if Client has provided either a facsimile number or email address, any notice required may be given via such method of communication and shall be deemed delivered upon remission by electronic means by the Patrol person giving the notice to Client..

8. LIMITATION ON LAWSUITS; REFERENCE; BINDING ARBITRATION: Both parties agree that no lawsuit or any other legal proceeding arising out of or related to this Agreement shall be brought or filed more than one year after the incident giving rise to the claim occurred. Any controversy, dispute, or claim between the parties arising out of or relating to this Agreement, (other than actions brought by Patrol in small claims court to collect amounts due under the Agreement) will be heard and resolved by a general judicial reference to a single referee in accordance with the provisions of Section 638, et seq. of the California Code of Civil Procedure, or any successor statutes. Any stipulation or court proceeding to commence or enforce a reference proceeding shall be filed in Los Angeles Superior Court. If the parties are unable to agree to a referee within 10 days of service of a notice by any party of intention to commence a proceeding, the referee will be selected by the Court in accordance with California Code of Civil Procedure Section 640(b). The referee shall be a retired California state court judge, and shall hear and determine any and all of the issues in the proceeding, whether of fact or of law, and report a statement of decision to the Court. The report issued by the referee shall be entered as the decision and judgment of the Court pursuant to California Code of Civil Procedure 644. All hearings and proceedings before the referee shall be conducted in Los Angeles, California. In the event the enabling legislation, which provides for the appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, will be resolved and determined by binding arbitration. That arbitration will be conducted by a retired Judge of the Superior Court in accordance with Section 1280 to 1294.2 of the California Code of Civil Procedure, as amended from time to time, and not under the Federal Arbitration Act. **The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error.**