



9-1-1

APPLICATION FOR
DIRECT ALARM MONITORING

SUBSCRIBER: _____

ADDRESS: _____

PREMISES OWNED BY: _____

SYSTEM PASSWORD: _____

The above indicated word and/or number sequence is the passcode that will be used by the dispatcher to verify your identity over the telephone when your alarm is activated. When the dispatcher contacts your premise, he/she will ask for the passcode or password. This is the code you will give the dispatcher which should be kept private and be easy for you and/or anyone else operating the alarm system to remember.

COMPANY TO PERFORM DIRECT CONNECTION: _____

PREMISE TYPE: Residence: _____ Apartment/Condo: _____ Business: _____

1. Applicant is responsible to the City of Wylie for all charges and fees in connection with Direct Alarm Monitoring services which include, but are not limited to, the following:
 - A. Alarm connection to the City of Wylie (payable to selected security company or the City of Wylie)
 - B. Currently there is no monthly fee for Direct Alarm Service
 - C. Monthly alarm permit is required
2. The City of Wylie makes no warranty of any kind, express or implied; of merchant ability or fitness for a particular purpose with respect to the subject matter hereof or services to be performed by any alarm business employed by applicant.
3. Applicant agrees to indemnify and hold the City of Wylie, its agents and employees, harmless from any and all claims or damages which may arise by reason of any occurrence attributed to the dispatch, response, police action, installation, operation, alteration, improvement or removal of the applicant's alarm system; except for claims of damages resulting from the willful misconduct or grossly negligent acts or omissions of the City of Wylie, its agents or employees.
4. The City of Wylie does not waive any defense it may have, including sovereign immunity; to any claim or damages arising from any function connected with Direct Alarm Monitoring services performed for applicant.

5. **WIRELESS TRANSMISSION SYSTEM AVAILABILITY.** Applicant acknowledges that the City of Wylie has advised him/her of the availability of wireless transmission of alarm information in the event of telephone interruption. Applicant acknowledges receipt of such information and disclosure and voluntarily accepts or declines such wireless transmission system as set forth below. (Please contact our office about further information on the cost of the installation and fees.)

Accepts: _____

Declines: _____

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

6. Applicant agrees to abide by all city codes and ordinances relating to alarm systems.
7. Applicant may cancel Direct Alarm Monitoring service by providing written notification to the City of Wylie Alarm Coordinator thirty (30) days prior to discontinuing such service.
8. It is agreed that the City of Wylie is not an insurer. Insurance, if any, shall be obtained by the applicant and that the payments herein before named as based solely upon the value of the services herein described and unrelated to the value of the subscriber's property or others located in applicant's property; it is not the intention of the parties that the City of Wylie assume responsibility for any loss occasioned by malfeasance or misfeasance in the performance of the services under this contract or for any loss or damage sustained through burglary, theft, robbery, fire or other cause of any liability on the part of the City of Wylie by virtue of this agreement or because of the relation hereby established. From the nature of the services to be performed, it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the failure on the part of the City of Wylie to perform any of its obligations hereunder or the failure of the system to properly operate with the resulting loss to the applicant. If there shall, notwithstanding the above provisions, at any time be or arise any liability on the part of the City of Wylie by virtue of this agreement or because of the relation hereby established, whether due to the negligence of the City of Wylie or otherwise, such liability as and shall be limited to a sum equal in amount to the service charge hereunder for a period of six months, or two hundred fifty dollars (\$250.00) whichever is the lesser, such liability as herein set forth is fixed as liquidated damages and not as a penalty and this liability shall be complete and exclusive.
9. Applicant agrees to and shall indemnify and save the City of Wylie harmless, its employees and agents, for and against all third party claims, lawsuits and losses alleged to be caused by the City of Wylie's performance, negligent performance or failure to perform its obligations under this agreement.
10. The City of Wylie does not represent or warrant that the alarm system may not be compromised or circumvented; that the system will prevent any loss by burglary, hold-up, fire or otherwise; or that the system will in all cases provide the detection for which it is installed or intended. Applicant acknowledges that the City of Wylie is not an insurer; that applicant assumes all risk for loss or damage to applicant's premises or to its contents; that the City of Wylie has made no representation or warranties, nor has applicant relied on any representations or warranties, express or implied, including any warranty of merchant ability or fitness for any particular use, except as set forth herein; and applicant acknowledges that he has read and understands this agreement which sets forth the City of Wylie's obligation and maximum liability in the event of any loss or damage to applicant.

SUBSCRIBER SIGNATURE: _____

DATE: _____

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The Direct Monitoring Application should be returned to:

**Alarm Unit
300-100 Country Club Rd. (3rd Floor)
Wylie, TX 75098
972-429-8112
alarmcoordinator@wylietexas.gov**