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FOR OFFICE USE ONLY  
 ACCOUNT# \_\_\_\_\_

CITY PERMIT# \_\_\_\_\_

## SECURITY DEPARTMENT: COMMERCIAL AGREEMENT INFORMATION FORM

This form is used for all Las Colinas Association (LCA) security accounts; monitored and non-monitored. Update your information as necessary; forms may be requested or downloaded at [www.lascalinasassn.com](http://www.lascalinasassn.com). Please allow up to seven (7) days for information to become effective. **The back of this form contains the Member Agreement for use with LCA's alarm monitoring service. Included with this form should be LCA's current Technical Specifications as well as the terms and conditions of the Agreement. If the Agreement is not on the back or attached, it is the Member's responsibility to obtain this Agreement. Please review the Agreement completely as your signature on this document represents acceptance of its contents and the terms and conditions on the back side or attached herewith, as does continuing to use the service by sending alarm signals to the LCA regardless of the submission of the form or a signature on it.**

**NOTE:** Alarm system maintenance and installation are the responsibility of the Member who owns the alarm system. A Member may allow their tenant / lessee to use this service though this service and Agreement remain the Member's responsibility. LCA is licensed to monitor alarms only; each Member must engage a licensed alarm equipment installation company of its own choosing to install and/or maintain their system in accordance with LCA's Technical Specifications. LCA does not maintain, install or schedule Member alarm system work.

### Las Colinas Location and Management / Lessee Information: (Persons Responsible for Location)

Street Number \_\_\_\_\_ Street Name \_\_\_\_\_ Unit # (if any) \_\_\_\_\_ Zip \_\_\_\_\_

Location Name: \_\_\_\_\_

Primary Email Address to be Used: \_\_\_\_\_

Mailing Address for Property Manager if Applicable: \_\_\_\_\_  
 Management Company Name \_\_\_\_\_ Attention To \_\_\_\_\_

Street Address \_\_\_\_\_ Unit # (if any) \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Is the person completing this form the Member \_\_\_\_\_ lessee \_\_\_\_\_ or site management \_\_\_\_\_ ?

**Contact / Call List:** \*Calls to Primary Contact and the Alternate Phone Number are attempted **first** unless otherwise specified. If no contact is made at the two numbers, Dispatch may attempt calls down the Contact/Call list in order. **You must list at least two (2) contact phone numbers if LCA is or will be monitoring your alarm system. Any additional phone numbers must be listed in the boxed area below.**

Primary contact number will be called first if needed on alarms and/or incidents. The alternate would be called next, then down the list if necessary.

Primary Contact (1st) Phone Number: (\_\_\_\_\_) \_\_\_\_\_ Alternate (2nd) Phone Number: (\_\_\_\_\_) \_\_\_\_\_

Name	1 <sup>st</sup> Phone Number	2 <sup>nd</sup> Phone Number	3 <sup>rd</sup> Phone Number
	( )	( )	( )
	( )	( )	( )
	( )	( )	( )
	( )	( )	( )

**Access Only List:** \*Person(s) allowed at the location but not considered responsible for the property (i.e., cleaning crew, property workers, after hours)

Name	Name

**Replace** my existing information with this form

**Add only** to my existing information with this form

**Password or Passcode (verbal code to be used as an identifier):** \_\_\_\_\_

(Letters or numbers, less than 25 characters)

Please do not use a word that could represent a call for help

\_\_\_\_\_  
 Member or Representative

\_\_\_\_\_  
 Date

**STAFF WILL ATTEMPT CONTACT VIA EMAIL WHEN THIS FORM IS PROCESSED IF AN EMAIL ADDRESS IS INCLUDED.**

11/15/2010

In consideration of the following mutual promises and agreements, and for other good and valuable consideration, the receipt and sufficiency are acknowledged, The Las Colinas Association (LCA), and Member or Authorized Representative for the Las Colinas property as stated on this form, agree as follows:

1. **Alarm License or Permit:** The Member acknowledges responsibility for arranging to obtain a City of Irving permit for their alarm system, at their expense. The Member shall become familiar with and comply with any City of Irving local ordinances or state laws relating to installation and or operation of their alarm system(s). ***LCA is not obligated to provide service to any Member without a valid City of Irving permit on file.***
2. **Member's Equipment:** Member agrees that LCA does not agree to and does not furnish any goods or materials to Member under this Agreement or by virtue of the relationship established hereby and that LCA owns none of the electronic detection or transmission equipment in the Member's premises, and LCA has no responsibility for the condition and/or the functioning thereof and that maintenance, repair, service, replacement and insurance of the electronic detection equipment are not the obligation or responsibility of LCA, but are that of the installing vendor or the Member. If the Member no longer wants to use LCA's monitoring service or to allow that use to a tenant / lessee, the Member must notify LCA in writing and dis-connect or re-program the alarm system to no longer send signals to LCA. The Member is free to use any alarm company licensed by the State of Texas for service or installation of their system. LCA may provide phone numbers of local vendors upon request, however provision of such does not constitute a recommendation or endorsement by LCA.
3. **Tenant / Lessee Use of Service:** A Member may allow their tenant / lessee to use their alarm system and or LCA's monitoring service with the understanding that it is the Member's service and their responsibility to abide by all parts of this Agreement. The LCA may request a copy of a lease for any property if the Member or their Representative does not sign this Agreement or if upon contact during a signal response, LCA deems it necessary. The Association is not responsible for verification of a lease. Multi-Family complexes are required to submit to the LCA a list of tenants / lessee's annually upon request by the LCA, if their complex uses LCA's monitoring service.
4. **Contact / Call List (Information Form):** The Member agrees to furnish LCA a Contact / Call List containing names, addresses and telephone numbers. A tenant / lessee may complete this form indicating they are not the Member, though the service remains the Member's. The Information Form is provided on the face of or attached to this Agreement and should contain all persons authorized to enter or remain on the premises, and those persons who can be notified in the event of an alarm or incident. Member agrees to provide all changes, revisions, and modifications of this List forthwith when they occur.
5. **Procedures:** LCA and the Member agree that upon receipt of an alarm signal at LCA's Monitoring Station, LCA will follow its alarm response and emergency notification procedures. These procedures shall be within City and State guidelines and will be discussed and or provided to Members upon their request. LCA updates and revises its alarm response and emergency notification procedures from time to time as necessary. Member understands that LCA may, but has no obligation to notify anyone other than to attempt to contact Member or their Authorized Representative per the Contact/Call List (Information Form) provided by them. LCA may contact emergency agencies if there is reasonable cause to believe an emergency condition or crime exists or if no LCA/contract Patrol is available. Member acknowledges that the LCA may, but is not obligated to, send its own contract personnel to a Member's location in response to alarm signals, calls or observations. Patrol Officers, if they respond, cannot enter the location, but will attempt an inspection of the accessible perimeter. Member further understands that any information provided herein can be released to any appropriate City of Irving agency including the Police or Fire Departments.
6. **Excessive False Alarms:** In the event that Member shall cause an excessive number of false alarms through the carelessness of Member or Member's agents, tenants/lessee, employees, guests, or family members, or through the malicious or repeated accidental use of the alarm systems, or because of faulty or inappropriate devices or equipment, LCA, at its option, may terminate the monitoring of Member's alarm system. LCA will define excess using the same guidelines stipulated within the current City of Irving alarm ordinance. Member acknowledges that Member is responsible for any false alarm charges assessed Member by a municipality or other government body or entity, and shall hold LCA harmless from such liability.
7. **Transmission Facilities:** Member represents that the signals from Member's alarm system are transmitted using an approved method as stated on LCA's published Technical Specifications to LCA's Central Station. In the event Member's telephone service or other approved transmission method is out of order, disconnected, or otherwise interrupted, signals from Member's alarm system will not be received by LCA during any such interruption. This interruption will not be known to LCA because transmission can not occur in that event. Member further acknowledges and agrees that signals transmitted by a Member's alarm system over their chosen network are wholly beyond the control and jurisdiction of LCA and are maintained and serviced by the applicable telephone company or utility. Member agrees to furnish any necessary service, telephone lines or internet network connection for transmitting signals at Member's own expense. Member acknowledges that activation of the alarm system may interrupt and disconnect a telephone call in progress.
8. **Suspensions or Cancellation of Monitoring Service:** This Agreement may be suspended or canceled, without notice, and at the option of LCA, if the LCA Monitoring Center or Member'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 LCA is unable to render service as a result of any action by any governmental authority.
9. **Third Party Indemnification:** In the event any person not a party to this Agreement shall make any claim or files any lawsuit against LCA for any reason relating to LCA duties pursuant to this Agreement; Member agrees to indemnify, defend and hold LCA harmless from any and all such claims and lawsuits, including the payment of all damages, expenses, costs and attorneys' fees, whether such claims be based upon alleged intentional conduct, active or passive negligence, or strict or product liability on the part of LCA, its agents, or employees.
10. **LCA is not an Insurer, Limitations of Liability:** Member understands and agrees that LCA is not an insurer. Insurance, if any, shall be obtained by Member. ***LCA makes no guaranty or warranty, including any implied warranty or merchantability or fitness for a particular use that the Monitoring Services supplied will in all cases avert or prevent occurrences or the consequences there of from which the Monitoring Service is designed to detect or avert.*** Member acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, that may directly or proximately result from a failure to perform any of the obligations or services herein, including, but not limited to LCA's monitoring and patrol service, or the failure of the alarm system to properly operate, with resulting loss to Member because of, among other things: (a) The uncertain amount or value of Member'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 Monitoring Service is designed to detect or avert; (b) The uncertainty of the response time of any police department, fire department, paramedic unit, patrol service or others, should any of these parties 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 LCA's failure to perform or by its equipment to operate; or (d) The uncertain nature of occurrences which might cause injury or death to Member or any other person which the Monitoring Service is designed to detect or avert. Member understands and agrees that if LCA should be found liable for loss or damage because of the failure of the System to properly perform or the failure of LCA to perform any of its obligations or to provide any of the Services subscribed for herein, including, but not limited to installation, monitoring, or patrol service, or the failure of any service or equipment of LCA in any respect whatsoever, LCA's liability shall not exceed a sum equal to Five Hundred Dollars (\$500.00) as liquidated damages and not as a penalty, which Member agrees is presently a reasonable estimate of the amount of damages. This liability shall be exclusive, and 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 Agreement or from negligence, active or otherwise, of LCA, its agents, assigns, LCA board members/officers or employees. LCA shall not be liable for consequential damages in any event.
11. **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.
12. **Notices:** Any notice required or given, under the terms of this Agreement shall be in writing and shall be deemed to have been given when delivered by the United States mail, postage prepaid, or if delivered in person and acknowledged with a receipt.
13. **Governing Law:** Member and LCA agree that transactions under Agreement shall be governed by the laws of the State of Texas in the event of a dispute or disagreement between them.
14. **Entire Agreement; Modification; 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 hereof. This Agreement supersedes all prior representations, understandings, or agreements of the parties, written or oral, and shall constitute the sole terms and conditions for sale for all services. This Agreement can be modified only in writing signed by both parties or their duly authorized agent. No waiver of a breach of any term condition of this Agreement shall be construed to be a waiver of any succeeding breach.

## THE LAS COLINAS ASSOCIATION: ALARM MONITORING TECHNICAL SPECIFICATIONS

NOTICE: These specifications are current as of November 11, 2010 and are subject to change by The Las Colinas Association (Association) at anytime without prior notification; all members, tenants and their installers are responsible for obtaining any updated specifications from the Association. Specifications can be obtained at the following: the web at [http://www.lascolinasassn.com/security\\_specifications.aspx](http://www.lascolinasassn.com/security_specifications.aspx), the Association's office or you may call to have them faxed or mailed to you. The Las Colinas Association's Central Station is listed by Underwriters Laboratories (UL) for monitoring, including intrusion and fire systems. Please allow us up to seven (7) days for any data forms to be processed. Staff strives to have data forms entered the same day, however please call to check on the status before scheduling work.

### I. General Requirements:

- A. All location alarm equipment must be installed by a Texas State licensed alarm company before the Association's Central Station will monitor a site. The company that installs or maintains the location's alarm system is the choice of the member, the Association will not recommend any company. The member can call the Association for current phone numbers of licensed companies working in our area; however these are not recommendations on behalf of the Association.
- B. Alarm systems must adhere to all local City and State rules, ordinances, regulations, building, electrical, and fire codes, and any other proper construction procedures.
- C. Any system considered a fire system must be certified by a licensed fire alarm company. The licensed fire alarm company is responsible for seeing that the member's system complies with all applicable NFPA codes and local regulatory standards as interpreted by the local authority having jurisdiction; the Irving Fire Department. The Association will not provide any interpretation regarding regulatory codes. All fire alarm systems must be programmed to send in a self test signal to the monitoring station, as code requires.
- D. Alarm system signals may be transmitted through the following methods: Traditional (POTS) phone line, digital phone service (DSL), internet IP phone line (with T-Link modification) or cellular (special set-up through an alarm company / third party). **Please note:** The Association cautions members from using a VoIP (Voice over Internet Protocol) method of alarm transmission. VoIP is not, at this time, fully regulated by the Federal Communications Commission (FCC). Always advise your phone provider of your monitored alarm system and your alarm company before making adjustments to your service. Please call the Association's Security Department with any questions regarding signal transmission methods (972) 541-2345.
- E. If the member is using a DSL service on the same phone line used for the alarm system, it is the member's responsibility to contact their alarm maintenance company about obtaining any necessary splitter/filter for that line.
- F. Ten (10) digit dialing is mandatory in Irving. Installed equipment must be compliant.
- G. False Alarms are tracked and if deemed "excessive", the Association may cease monitoring the location. It is the owner's responsibility to keep their system in good working order and to provide the Association with current contact information. A minimum of two (2) contact phone numbers for the member or someone they determine responsible for the location is required.
- H. The City of Irving requires an alarm permit be filed with them by the owner of the alarm system. This permit is required for response by the Irving Police. The Las Colinas Association has the right, per its By-Laws, not to monitor locations without a valid alarm permit on file with the City. It is the member's responsibility to obtain this valid permit number and to supply it to the Association; contact the City's Permit vendor at 1-800-861-5944 for further information on obtaining a permit or their web site [www.ci.irving.tx.us/police](http://www.ci.irving.tx.us/police).

### II. Equipment and Signaling:

- A. Alarm system equipment, at the member's site, must be capable of communication with the Association's receiving equipment consisting of DSC / Sur-Gard System III Receivers. Specific receiver formats, speed, handshake, and account availability must be obtained by calling Central Station Dispatch during business hours (8am – 5pm Monday thru Friday) at (972) 541-1312. This should be done by the alarm maintenance company or installer, as formats must be determined.
- B. Restoral signals are **ONLY** accepted on commercial Fire System installations. Openings and Closing signals are NOT accepted for any installation.
- C. Timed Test signals from member alarm systems may be sent as follows: **Commercial Systems** – A daily fire timed test signal is required, by the Fire Marshall, on all commercial fire systems. Other commercial systems, i.e. burglar alarm may send timed tests weekly. **Residential Systems** – A weekly timed test signal can be used for residential systems with fire equipment attached; all other residential systems that wish to use this service, should send their timed tests monthly. Member's who want a daily timed test signal transmitted to the Association's Central Station, may contact the Association Security Department and request it.
- D. One individual communicator must be used at each multiple or single family dwelling unit. An individual phone line / transmission method is required for each multi-family unit. A fire system for an entire multi-family building is an exception to this and only if approved by the Irving Fire Marshall.
- E. As of January 1, 2007, the State of Texas requires all systems installed or replaced to meet the American National Standards Institute (ANSI) and the Security Industry Association (SIA) CPO-1 alarm system standards. Systems meeting these criteria will have a label on them that states "SIA CPO-1" on the label. Per this State Law, the Las Colinas Association will not knowingly monitor any newly installed or replaced alarm system that does not meet these standards.

### III. Installation Requirements:

- A. The Association will issue a receiver phone number and account number only after a properly filled out Association agreement information form is on file for the location to be monitored. A valid City of Irving permit number, obtained by the member for their property, must be provided to the Association as soon as possible. The Association's information forms can be obtained from the Association's office, its web page ([www.lascolinasassn.com](http://www.lascolinasassn.com)) or faxed upon request.
- B. Call the Central Station Dispatch at (972) 541-1312, during normal business hours (Monday – Friday: 8:00 to 5:00) to place a system on test prior to sending signals for new "set-ups." **Any alarm installation work after hours must be approved by the Association at least 24 hours in advance.** To place an account on test, installers must provide an assigned Personal Identification Code (PIC) issued to their alarm company or the resident/manager may call and use their submitted PIC. Alarm companies may be asked to supply their State license number. The Association has the right to delay or stop the connection of any alarm system by a company without a valid Texas State license. If the license number can not be verified immediately, there may be a delay in allowing the connection for Association monitoring.
- C. After testing equipment and sending in signals, installers **MUST** call Dispatch to verify the signals. **WARNING:** Unless the installer calls at the end of testing (for new installations), the system may **NOT** be considered completed and may not be placed on-line.
- D. The installation company **MUST** furnish complete zone information, at or before the time of connection to the Association's Central Station. Failure to provide zone information as required may mean that the location is not placed into service for monitoring until received.