

City of West University Place OTHER PROVISIONS

[NOTE: In this application, the word "City" includes the City of West University Place and all of its officers, agents, employees and representatives.]

1. **CITY NOT CONTRACTUALLY OBLIGATED.** Neither an alarm permit, nor this application, nor any other City alarm document, creates any contractual obligation for the City.
 - City alarm documents are used to regulate alarm systems under the Alarm Ordinance.
 - Permit Holders are free to terminate their permits at any time. If they have prepaid permit fees, they will get a refund.
 - The City has no contractual obligations to provide any equipment, goods or services related to alarms, and the City makes no representations about them. This means, for example, that the City is not contractually obligated to install, inspect, monitor or respond to any alarm.
2. **NO WARRANTIES OR REPRESENTATIONS.** THE CITY MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY ALARM MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION: (A) ANY EQUIPMENT, GOODS OR SERVICES, OR THEIR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE; OR (B) WHETHER ANY EQUIPMENT, GOODS OR SERVICES WILL AVERT OR PREVENT ANY OCCURRENCE OR THE CONSEQUENCES OF ANY OCCURRENCE, REGARDLESS OF WHETHER AN ALARM SYSTEM IS DESIGNED TO DETECT OR AVERT THE OCCURRENCE. NO ONE IS AUTHORIZED TO MAKE ANY REPRESENTATION, WARRANTY, AFFIRMATION OF FACT OR PROMISE ON BEHALF OF THE CITY, AND NONE SHALL CREATE AN EXPRESS WARRANTY OR ANY LIABILITY ON THE PART OF THE CITY.
3. **PERMIT HOLDER REMAINS RESPONSIBLE.** Permit Holders remain completely responsible not only for their alarm systems but also for their premises and persons at their premises.
 - Permit Holders must make their own judgments about alarm systems and must hire licensed alarm companies to provide all necessary advice, wiring, goods and services for the alarm system. **PERMIT HOLDERS MAY NOT RELY UPON THE CITY'S ADVICE, SKILL OR JUDGMENT RELATING TO ALARM SYSTEMS OR COMMUNICATIONS SYSTEMS.**
 - Permit Holders must carefully and properly set their alarm systems when closing their premises and must carefully test the systems daily. If any defect or malfunction occurs, the Permit Holder is responsible for causing it to be repaired as soon as reasonably possible. The Permit Holder is responsible for setting the system for closed periods and for testing motion detectors, door/window switches, batteries, hold-up switches, sounders, capacitance devices, smoke-heat detectors and all other alarm equipment, according to procedures prescribed by the manufacturer. The Permit Holder must notify the City and its alarm monitoring company (if any) in case a problem occurs in its alarm system that might cause false alarms or otherwise hinder public services. In addition, Permit Holder must operate the alarm system according to the current procedures prescribed by the manufacturer. Permit Holder must obtain the training Permit Holder may need for testing or use of equipment.
 - The City does not assume any responsibilities for alarm systems or for any applicant's or Permit Holder's premises or persons at those premises. The City will not maintain, repair or operate any Permit Holder's alarm system or any attached devices. **THE CITY WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO REAL OR PERSONAL PROPERTY OR FOR ANY PERSONAL INJURY OR DEATH.**
 - The Permit Holder understands that **ALARM SYSTEMS AND COMMUNICATION SYSTEMS MAY FAIL AND MAY BE COMPROMISED OR CIRCUMVENTED, AND THEY MAY NOT DETECT OR PREVENT LOSS BY BURGLARY, HOLD UP, INTRUSION, FIRE, MEDICAL EMERGENCY OR OTHERWISE. THE CITY WILL NOT BE RESPONSIBLE FOR THESE RISKS.**
 - Permit Holders must obtain their own insurance to cover losses or damages to real and personal property and for personal injuries and deaths. **THE CITY IS NOT AN INSURER AND WOULD NOT BE LIABLE FOR ANY SUCH LOSSES OR DAMAGES.** Permit fees reflect only governmental costs and are unrelated to the value of any Permit Holder's premises or any property or any other non-governmental item.
4. **UPDATING INFORMATION.** Each Permit Holder must notify the City in writing if any of the information in this application should change or become out-of-date or inaccurate. Each permit issued is valid for one year, unless revoked or suspended. Each permit is personal to the Permit Holder and is not transferable. Each alarm permit shall terminate whenever control of the property is transferred from the Permit Holder to someone else. Upon such transfer of control, a new permit must be obtained.
5. **FALSE ALARMS OR "INVALID ALARMS".** The Permit Holder understands that false alarms (or "invalid alarms") are restricted by the Alarm Ordinance. They may cause additional fees and termination of permits.
6. **TAXES, ETC.** Permit Holders are responsible to pay, in addition to permit fees, all taxes and other fees, and must obtain all other permits, licenses and charges required by any governmental authority, relating to alarm systems, and are responsible to pay any increase in charges levied against the City by any public utility providing connections for the transmission of signals between Permit Holder's premises and the City's 911 Emergency Center. The Permit Holder understands that the City may increase the permit fees from time to time.

SECTION 7 APPLIES TO DIRECTLINK MONITORED ACCOUNTS ONLY:

- 7. **LIMITATION OF LIABILITY AND INDEMNITIES.** The applicant agrees that, if the City issues a permit as requested, the following shall apply:
 - The Permit Holder agrees that, if the City should be found liable for loss or damage due to any failure or unsuitability of any design, installation, maintenance, monitoring, service, operation or equipment of any alarm system, or due to handling or response to any alarm, such liability shall be limited to \$300, and the City shall not be liable for special, consequential or incidental damages in any event. **THE PROVISIONS OF THIS SECTION SHALL APPLY IF LOSS OR DAMAGE RESULTS DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY FROM: (A) PERFORMANCE OR NON-PERFORMANCE OF ANY DUTIES OR OBLIGATIONS RELATING TO ALARMS OR TO ANY ALARM DOCUMENTS (INCLUDING ANY ALLEGED CONTRACTUAL DUTIES OR OBLIGATIONS); OR (B) NEGLIGENCE, ACTIVE OR PASSIVE; OR (C) ANY STRICT OR PRODUCT LIABILITY; OR (D) ANY OTHER ACT OR OMISSION OF THE CITY RELATING TO AN ALARM OR ALARM SYSTEM.**
 - If, notwithstanding the true intent, this application or a permit or any other alarm document or arrangement is held to create some kind of contractual duty for the City, the following apply: (A) The Permit Holder agrees that the City's liability for any loss or damage, irrespective of cause or origin, due to any failure or unsuitability of any design, installation, maintenance, monitoring, service, operation or equipment of any alarm system, or due to handling or response to any alarm, or due to any performance or non-performance of any alleged contractual duties or obligations, shall be the fixed and liquidated sum equal to the amount of permit fees paid for ten months, or \$300, whichever is the lesser. (B) This sum would be liquidated damages, not a penalty. (C) This liability would be exclusive. (D) The foregoing sum is agreed upon because it is impractical and extremely difficult to fix the actual damages, if any, which could proximately result from any such conduct, because of, among other things, uncertainty as to the amount and value of property that could be affected, limitations and impairments of responses by many factors, the likelihood that causation of any loss or damage could be unknown or uncertain, the limited role of the City related to alarms and proper expenditure of public money. **THE CITY SHALL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES IN ANY EVENT. 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: (A) PERFORMANCE OR NON-PERFORMANCE OF ANY DUTIES OR OBLIGATIONS RELATING TO ALARMS OR TO ANY ALARM DOCUMENTS (INCLUDING ANY ALLEGED CONTRACTUAL DUTIES OR OBLIGATIONS); OR (B) NEGLIGENCE, ACTIVE OR PASSIVE; OR (C) ANY STRICT OR PRODUCT LIABILITY; OR (D) ANY OTHER ACT OR OMISSION OF THE CITY RELATING TO AN ALARM OR ALARM SYSTEM.**
 - **THE PERMIT HOLDER SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSE OF LITIGATION, COURT COSTS AND ATTORNEYS FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH: (A) THE PERMITTED ALARM SYSTEM (INCLUDING BUT NOT LIMITED TO DESIGN, INSTALLATION, MAINTENANCE, MONITORING, SERVICE, OPERATION OR ANY FAILURE OR UNSUITABILITY OF THAT SYSTEM); OR (B) COMMUNICATIONS BETWEEN THAT ALARM SYSTEM AND A MONITORING COMPANY, OR THE CITY OR ANY OTHER PERSON OR ENTITY; OR (C) ANY ACT OR OMISSION OF A NON-CITY PERSON OR ENTITY WHICH CAUSES ANY LOSS OR DAMAGE TO THE APPLICANT OR THE PERMIT HOLDER OR TO ANY PERSON OR PROPERTY AT THEIR PREMISES. THIS INDEMNITY APPLIES REGARDLESS OF WHETHER SUCH INJURIES, DEATH OR DAMAGES ARE CAUSED BY THE CITY OR BY ITS ALLEGED INTENTIONAL CONDUCT, ACTIVE OR PASSIVE NEGLIGENCE, OR STRICT OR PRODUCT LIABILITY. PERMIT HOLDER INTENDS TO DEFEND, INDEMNIFY, HOLD HARMLESS AND PROTECT THE CITY FROM THE CONSEQUENCES OF ITS OWN JOINT OR CONCURRING NEGLIGENCE (BUT NOT SOLE NEGLIGENCE).** The indemnities may select defense counsel of their own choosing, and this shall not affect the Permit Holder's obligation to bear the cost. Permit Holder waives any right to subrogation, and agrees not to participate with any insurance carrier or any other third party in any subrogation against the indemnities.

I (WE) AFFIRM THAT THE INFORMATION I (WE) HAVE PROVIDED IN THIS APPLICATION IS TRUE AND CORRECT TO THE BEST OF MY (OUR) KNOWLEDGE. I (WE) HAVE READ AND UNDERSTOOD BOTH THE ALARM ORDINANCE AND THE OTHER PROVISIONS IN THIS APPLICATION, AND I (WE) WISH TO APPLY FOR A PERMIT SUBJECT TO THEM.

APPLICANT'S SIGNATURE: _____ DATE: _____

NAME PRINTED: _____

APPLICANT'S SIGNATURE: _____ DATE: _____

NAME PRINTED: _____