

## SECTION IX. SECURITY, FIRE & ACCESS CONTROL SERVICES

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## **SECTION IX. SECURITY, FIRE & ACCESS CONTROL SERVICES**

### **SECTION IX. SECURITY, FIRE & ACCESS CONTROL SERVICES**

#### A. Introduction

This section sets forth the specific rules, regulations and rates applicable to the FPB's security, fire and access control services. This includes the specific terms and conditions, which the subscriber will abide by, based on the subscriber signing the Application for Service – Customer Master Service Agreement (MASA). (See Section H. – Form #1)

#### B. General Description of Security and Fire Services

The FPB's security and fire control services include the installation of systems for both residential and commercial use and the repair, inspection, central monitoring station and notification services.

##### 1. Installation

The Customer Order Form (Section IX. – H. – Form #2 or Form #3) signed by the subscriber will set forth the system and features to be installed, the installation charges and monthly rate option selected by the subscriber.

##### a) Residential Subscribers

The basic residential installation package includes a panel, one keypad, three sensors (1 motion and 2 contacts), and one indoor siren with many optional or expanded sensors and features available at additional charges. The installation fee and optional sensors/features charge varies depending on whether the system installed is either:

- i. Connected to a telephone line or coaxial cable, and either
- ii. A wireless or wired premise system.

##### b) Commercial Subscribers

Commercial subscribers include those subscribers who operate a business on the premise and grounds protected by the Security/Fire System. The installation will consist of those features elected by the customer.

##### 1. Installation

- a) FPB will accomplish the design and determine the estimated cost of installation based on the subscriber's preference.
- b) The estimated cost becomes the fixed cost of the installation. 50% is payable before the installation begins and the balance at the time the system and service is activated.

##### 2. Service Period and Monthly Service

- a) Subscribers agree to a minimum 36 month required period for subscribing to the services.

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After the end date of the initial 36 month minimum service period, the service will automatically renew on a monthly basis until the subscriber provides 30 day advance notice to FPB in writing to discontinue the service.

- b) The Basic Monthly Service Rates are set forth in the Rates and Charges Subsection G of Section IX. Herein are typically billable at the beginning of the month and payable by the 15th of that month for which the service was billed.

### Medical Alert Only

1. Installation – Customers subscribing to the Medical Alert Service only must abide by the Terms and Conditions set forth in Section IX except as exempted below:

- (a) As of 7/1/12 Installation fee is \$30.00.

- (b) The service can be terminated by customer at any time with 30 days written notice. However, the termination date will not be effective until customers grant access to dwelling and FPB physically removes the equipment.

- (c) The monthly fee is \$18.95 and includes a weekly test.

### C. Specific Terms and Conditions of Service

#### 1. General

- (a) The subscriber agrees to pay, in addition to the month service charges, any false alarm assessments, taxes, fees or charges that are imposed by any governmental body, telephone or signal transmission company (for numbering or other changes) or costs of FPB related to reprogramming alarm controls and other devices to comply with such numbering or other changes relating to the equipment or service.

- (b) In the event FPB's representative is sent to the subscriber's premises in response to a service call or alarm signal caused by the subscriber improperly following operating instructions, or failing to close or properly secure a window, door or other protected point, or improperly adjusting CCTV cameras, monitors or accessory components, there shall be a service charge to the subscriber.

- (c) Any failure to pay when due the payments or other charges applicable to installation, monthly service, and service call shall give FPB the right, in addition to and without waiving any other remedies to avail itself of any legal remedy, including but not limited to, the right to repossess the equipment with or without notice and without obligation to redecorate or repair the premises or any other liability; charge interest at the highest legal rate on the delinquent amount; and accelerate seventy percent (70%) of the entire amount thereafter payable through the end of the initial required service period.

- (d) Title to the equipment shall remain with FPB. FPB has the discretion to remove, disable and/or abandon in whole or in part, the equipment, upon

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termination of the central station signal receiving and notification service, or direct connection service or the Limited Warranty, whichever is later, without obligation to repair or redecorate any portion of the subscriber's premises upon any such removal, and that the removal, disablement and/or abandonment of such equipment shall not be held to constitute a waiver of the right of FPB to collect any charges which have been accrued or may be accrued hereunder. FPB will provide subscriber notice within 30 days of service discontinuance of which option it intends to exercise.

- (e) Subscriber acknowledges that he/she is aware that no alarm system can guarantee prevention of loss, that human error on the part of FPB or the municipal authorities is always possible, and that signals may not be received if the transmission mode is cut, interfered with, or otherwise damaged. Section IX. constitutes the specific Terms and Conditions applicable supplemented by, the general, provisions in Section II. However, Section IX. will have precedence over any inconsistencies between Section IX. and Section II. provisions. Subscriber agrees that any representation, promise, condition, inducement or warranty, express or implied, not included herein shall not be binding.

### 2. Terms and Conditions Applying to Equipment

- (a) Limited Warranty – Any part of the system, including the wiring, installed under this agreement which proves to be defective in material or workmanship within (90) days of the date of completion of installation will be repaired or replaced at FPB's option with a new or functionally operative part. Labor and material required to repair or replace such defective components or to make mechanical adjustments to the system will be free of charge for a period of ninety (90) days following the completion of the original installation.

This warranty is extended only to the original consumer of the system and may be enforced only by such person. Service pursuant to the warranty will be furnished only during FPB's normal working hours of 7:45 a.m. to 4:30 p.m., Monday through Friday, except holidays. Services rendered outside the normal working hours of FPB are not within the scope of this warranty and any services requested to be performed at such times shall be charged for at FPB's then applicable rates.

This warranty does not apply to the conditions listed below and in the event subscriber calls FPB for service under the warranty and upon inspection it is found that one of these conditions has led to the inoperability or the apparent inoperability of the system, a charge will be made for the service call of the FPB representative whether or not he actually works on the system. Should it actually be necessary to make repairs to the system due to one of the "conditions not covered by warranty," a charge will be made for such work at FPB's then applicable rates for labor and material. Conditions not covered by Warranty:

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- (1) Damage resulting from accidents, acts of God, alterations, misuse, tampering or abuse.
- (2) Failure of the subscriber to properly close or secure a door, window or other point protected by a burglar alarm device.
- (3) Failure of subscriber to properly follow operating instructions provided by FPB at time of installation or at a later date.
- (4) Trouble in leased telephone line.
- (5) Trouble due to interruption of commercial power.
- (6) Window foil, security screens, exterior mounted devices, PROM (Programmable Read Only Memory), batteries.
- (7) The expense of ordinary maintenance and repair of said system wiring due to normal wear and tear.
- (8) The expense of extraordinary maintenance and repair due to alterations in the subscriber's premises, alterations of the system made at the request of the subscriber, or made necessary by changes in the subscriber's premises, damage to the premises or alarm system or to any cause beyond the control of FPB.

The above limited warranty is in-lieu-of all other express warranties. Any implied warranties of merchantability and fitness for a particular purpose shall coincide in duration with the ninety (90) day limited. The exclusive remedy of the subscriber hereunder shall be repair or replacement as stated above. Under no circumstances shall Frankfort Plant Board be liable to the subscriber or any other person for incidental or consequential damages of any nature, including, without limitation, damages for personal injury or damages to property, and however occasioned, whether alleged as resulting from breach of warranty by FPB, the negligence of FPB, or otherwise. FPB's liabilities will no event exceed the purchase price of the system. Some states may not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damage to the above limitations and exclusion may not apply to you.

Unless a longer period is required by applicable law, any action against FPB in connection with the system must be commenced within one year after the cause of the action has accrued. No agent, employee or representative of FPB or any other person is authorized to modify this warranty in any respect. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

### (b) Installation:

FPB agrees to install the basic and/or optional equipment selected by the subscriber in a workmanlike manner in accordance with the following conditions:

- (1) Subscriber will make premises available without interruption during FPB normal working hours, 7:45 a.m. to 4:40 p.m., Monday through Friday, excluding holidays.
- (2) Subscriber understands that the installation will necessitate drilling into various parts of the premises; FPB intends generally, to conceal wiring in the finished areas of the premises, however, there may be areas in which due to construction, decoration, or furnishing of the premises, Frankfort Plant Board determines, in its sole discretion, that it would be impractical to conceal the wiring and in such cases, wire will be exposed.

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- (3) Subscriber agrees to provide 110 AC electrical outlets at designated locations for equipment requiring AC power.
- (4) Subscriber agrees to provide for lifting and replacing carpeting, if required, for installation of floor mats or wiring.
- (5) Subscriber warrants that the subscriber (1) whereas requested the equipment/services for his/her own use and not for the benefit of any third party, (2) owns the premises in which the equipment is being installed or that subscriber has the authority to engage FPB to carry out the installation in the premises and (3) will comply with all laws, codes and regulations pertaining to the equipment and/or services including the specific Terms and Conditions contained in Section IX. and any general provisions contained in Section II herein as maybe revised from time to time by the FPB.

### 3. Terms and Conditions of Signal Receiving and Notification Service, and Direct Connect Service

- (a) Repairs and Parts Replacement – After the Limited Warranty period, or as to conditions excluded from Limited Warranty, Frankfort Plant Board will, if requested, provide the subscriber with repair and parts replacement for the equipment at FPB's prevailing prices and terms (including Subsection 4 (a), Limit of Liability) at the time.
- (b) Signal Receiving and Notification Service shall be provided by FPB or other entity under contract (contractors) with FPB. References to central station apply whether central station Services are provided by FPB or with FPB's contractor. In the event a burglar, intrusion, duress, or fire signal transmitted from the system registers at FPB's central station (Subscriber Monitoring Center), FPB or its subcontractors' shall endeavor to notify the designated Police or Fire Department and the designated representative of the subscriber by a telephone call to each. In the event a burglar alarm signal, registers at FPB's central station, FPB at its sole discretion, may endeavor to contact the subscriber's premises by telephone to verify that the alarm is not false.

Failing to contact the subscriber or if the proper code is not received upon such contact, FPB shall endeavor to notify the designated Police Department by a telephone call. Subscriber acknowledges and agrees that FPB or its subcontractors' sole responsibility upon receipt of a medical alert signal transmitted from equipment at the premises is to call by telephone to medical assistance providers as directed in writing by subscriber. FPB and its subcontractors' are hereby released from any and all claims, suits, actions and demands what-so ever in law or equity which subscriber, or anyone claiming through subscriber in any way might or could claim against FPB or its subcontractors' based upon or in any way arising out of or from, or in connection with or resulting from FPB's or its subcontractors' failure to or improper dispatch of medical assistance providers including, without limitation, the active or passive sole, joint or several negligence (including negligence per se and/or gross negligence) of FPB or its subcontractors'. In the event a supervisory signal or trouble signal, if provided, registers at FPB's central station, FPB shall endeavor to notify the designated representative of the subscriber by a telephone call within one business day. It is understood and agreed that in the event

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the connection service contracted for herein is terminated, some of the equipment may not be compatible with other companies' receiving equipment. If subscriber elects a five day familiarization period following completion of installation for subscriber to become familiar with the system operation, then during this familiarization period, subscriber agrees that in the event any signal (including an alarm signal) of any nature registers at FPB's or its subcontractors' central station, FPB and its subcontractors' shall not: respond to any signals, endeavor to notify the authorities, subscriber or subscriber's designated representative or undertake any other action with regard to any signal, whether or not due to an actual emergency event.

If, in FPB sole and absolute discretion, (i) a subscriber misuses or abuses the alarm system, (ii) the alarm system is activated with-out apparent cause, (iii) the alarm system is transmitting excessive tests or other signals, (iv) the alarm system is malfunctioning, (v) the alarm system is a "runaway", or (vi) a subscriber is abusive or excessively contacting the central station, subscriber agrees that FPB and its subcontractors' may, without any liability whatsoever, exercise any one or more of the following actions: (1) at any time suspend or terminate the services provided or to be provided by Frankfort Plant Board or its subcontractors' to the subscriber, (b) place subscriber's alarm system on "Test", (c) impose additional fees for which the subscriber shall pay, (d) render the system incapable of communicating with the central station by electronic communication between the central station and the subscriber's alarm system, or (e) intentionally ignore and disregard all such signals received by the central station. The subscriber agrees that the FPB is authorized and empowered to enter the subscriber's premises and to disconnect or disable the subscriber's alarm system so that it cannot transmit signals to the central station.

Subscriber shall indemnify and hold harmless FPB from and against all losses, damages, costs and expenses including, without limitation, actual attorneys' fees and costs incurred by FPB, arising out of or from, in connection with or as a result of central station discontinuance of monitoring alarms because FPB could not immediately render the subscriber's alarm system incapable of communicating with the central station upon notice or attempted notice to subscriber to do so. Further, subscriber releases FPB for any general, special, incidental or consequential expense, loss or damage to subscribers arising out of or from, in connection with or as a result of the exercise by FPB of any of its rights under this provision and subscriber shall defend, indemnify and hold harmless FPB from and against all claims, demands, liabilities, damages, losses, judgments, expenses, including, without limitation, attorneys' fees and lawsuits, which may be asserted against or incurred by FPB arising out of or from, in connection with or as a result of the exercise by FPB of any right under this provision.

### **(c) Communication Facilities –**

- (1) Authorization – Subscriber authorizes FPB to make requests for information, service, orders or equipment in any respect on behalf of subscriber to a telephone company (the "Telephone Company") or other entity providing facilities or services for transmission of signals under this agreement.
- (2) Digital Communicator – The subscriber understands that if a digital communicator is installed under this agreement, it uses standard telephone lines as the transmission mode of sending signals and eliminates the need for

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dedicated telephone facilities and the large cost increases frequently imposed on such facilities. Subscriber also understands that FPB does not receive signals when the transmission mode is or becomes non-operational and that signals from the digital communicator cannot be received if the transmission mode is cut, interfered with or otherwise damaged.

- (3) Derived Local Channel – The facilities and services provided by the Telephone Company, in connection with the services to be provided to the subscriber hereunder, include what is generally described as Derived Local Channel Service (and which may be provided under specific service marks or service names of individual Telephone Companies). Those facilities and services relate to the provision of lines, signal paths, scanning and transmission. The subscriber agrees that the liability of the Telephone Company is limited in accordance with and the Telephone Company may invoke the provisions of Section C. 4. (a) Entitled Limit of Liability.

Radio Interface – If connection to the FPB central station is to be by any radio frequency method, such as cellular or private radio, then subscriber understands that due to the very nature of radio waves that there may be times when the system is unable to secure, maintain or retransmit an alarm signal and, thus, the utilization of an additional communications means is recommended.

### (d) Cancellation –

This service may be terminated at the option of FPB at any time in the event that FPB's central station is destroyed or so substantially damaged by fire or other catastrophe that it is impracticable to continue service, or in the event that FPB is unable either to secure or retain the connections or privileges necessary for the transmission of signals by means of conductors between the subscriber's premises and the FPB central station or between FPB's central station and the Municipal Fire or Police Department or between the subscriber's premises and the Municipal Fire or Police Department or other Agency and FPB shall not be liable for any damages or subject to any penalty as a result of such termination. In the event of such cancellation, FPB will refund to the subscriber any advance payments made for service to be supplied subsequent to the date of such termination less any amount still due for the installation of equipment.

It is understood and agreed that the service may be terminated by FPB in the event that the subscriber fails to follow any recommendations FPB may make for the repair or replacement of defective parts of his system not covered under the Limited Warranty. In the event that the subscriber's failure to follow the operating instructions provided at the time his system was installed results in an undue number of false alarms or if the premises in which the system is installed are so modified or altered after installation as to render continuation of service impractical, or in the event of default in payment of any monies due under this agreement.

### 4. Other Terms & Conditions

- (a) Limit of Liability – It is understood that FPB and any subcontractor is not an insurer, that insurance, if any, shall be obtained by the subscriber and that the



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amounts payable to FPB hereunder are based upon the value of the services and the scope of liability as herein set forth.

- (b) Subscriber agrees to look exclusively to subscriber's insurer to recover for injury or damage in the event of any loss or injury and releases and waives all right of recovery against FPB and any subcontractor. FPB and any subcontractor makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the system or services supplied, will avert or prevent occurrences or the consequences there from. The subscriber does not desire this contract to provide for full liability of FPB or any subcontractor and agrees that FPB and its sub-contractors shall be exempt from liability for loss, damage or injury due directly or indirectly to occurrences or consequences there from. If FPB or any subcontractor should be found liable for loss, damage or for any reason whatsoever, including, without limitation or a sole, joint, or severable negligence of any type or degree of FPB or any subcontractor, its liability shall be limited to a sum equal to 10% of the annual service charge or \$250, whichever is greater, as the exclusive remedy. The provisions of this paragraph shall apply if loss, damage or injury, irrespective of cause or origin, results directly or indirectly to person or property from performance or non-performance of obligations imposed by this agreement or from active or passive sole, joint, or severable negligence of any type or degree of FPB or any subcontractor, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of FPB, all subcontractors, and their agents or employees. No suit or action shall be brought against FPB or any subcontractor more than one year after the accrual of the cause of action therefore. It is further agreed that the limitations on liability, expressed herein, shall inure to the benefit of and apply to all parents (both direct and indirect), subsidiaries, affiliates of FPB and its sub- contractors'. In the event any person, other than the service applicant, shall make any claim or file any lawsuit against FPB or any subcontractor in any way relating to the equipment or services that are the subjects of this Agreement, subscriber agrees to indemnify, defend, and hold FPB and its subcontractors' harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees, whether due to the active or passive sole, joint, or severable negligence of any type or degree of FPB or any subcontractor.

Subscriber agrees that the business or person, if any, promoting or marketing FPB's Systems or Services and through which subscriber acquired such system or service or was referred to FPB for such acquisition was acting solely in the capacity of an independent contractor and such business or person shall have no responsibility or liability to subscriber for the performance or non-performance of the system or services. Subscriber agrees that without limitation of the foregoing the liability of such business or person, is, in any event, limited in accordance with the provision of Section 4 (a), Limit of Liability, and such business or person and its parents (both direct and indirect), subsidiaries, and affiliates may invoke all the provisions of this paragraph.

- (b) Assignment – This agreement is not assignable by the subscriber except upon written consent of FPB first being obtained. FPB shall have the right to assign

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this agreement or to subcontract any of its obligations under this agreement without notice to subscriber.

- (c) FPB assumes no liability for delays in installation of the equipment, or the consequences there from, however caused, or for the interruptions of service, or the consequences there from, due to strikes, riots, floods, fires, acts of God or any causes beyond the control of FPB and will not be required to supply service to the subscriber while interruption of service due to any such cause shall continue.
- (d) Warning – FPB's AC (electric) powered fire detection sensors, security detection sensors, and other detection sensors, key pads and panels are designed to be connected to the electrical system of the subscriber's home, and it requires electric power to operate. These sensors and devices will not operate and the alarm will not sound if, for any reason, the power source is cut off and the panel's backup battery is low or dead. In the case of an electrical fire for example, the power source may be cut off before the alarm can function, and the alarm will not sound. If these sensors are connected to a separate dedicated circuit it should work more reliably than devices connected to circuits serving other appliances, but even in dedicated circuits it can fail. Therefore, the subscriber is advised to install a stand-alone battery-powered smoke detector as a backup source. The subscriber should regularly and thoroughly inspect all smoke detectors for dirt/dust build-up and test them (at least once per month) to help maintain continued operability.

Smoke detectors can significantly help to reduce loss, injury and even death. However, no matter how good any detection device is, nothing works perfectly under every circumstance and FPB warns subscriber that subscriber cannot expect a smoke detector to ensure that subscriber will never suffer any damage or injury. FPB's battery powered motion detectors, smoke detectors, door and window contact transmitters, other detection sensors, and key pads are not connected to the electrical system of the subscriber's home and require batteries to operate.

These battery powered detection sensors will not operate and the alarm will not sound, if for any reason, the battery is low or dead, the subscriber should regularly and thoroughly inspect the battery powered smoke detectors for dirt/dust build-up and test them at least once per month to help maintain continued operability.

### D. Revision of Rates and Conditions/Terms

From time to time FPB, at its discretion, may revise the Terms and Conditions and Rates/Charges applicable for the service which are binding upon the subscriber. However, in no case can the monthly service rate be changed during the minimum required service period.

### E. Incentive Plans and Terms Applicable Subscribers Who Pre-Subscribe or Subscribe to FPB's Service before the Customer's Existing Security Agreement Expires

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1. Presubscription Service Plan - Subscribers having contracts with other service companies who elect to pre-subscribe to FPB's service will be entitled to the first two months of FPB service free. The "Customer Order Form" will establish the applicable conversion installation charge which typically will be \$200 or the subscriber could elect to pre-subscribe at the monthly basic service rate #3 and waive the basic installation fee.

To qualify for the pre-subscription service, the subscriber must:

- (a) Sign FPB's irrevocable standard letter which FPB will mail giving notification to existing Security Company of Subscriber's intent to not renew the existing security contract. (See Section H. Form #3 for Format)
  - (b) Provide FPB with copy of subscriber's existing contract and any system schematics or drawing which layout the subscriber's existing security system.
  - (c) Must sign FPB's MASA Agreement at the time of presubscription to FPB Service and agree that the FPB thirty-six month service period will immediately commence upon expiration of the existing contract and conversion to FPB's system.
  - (d) Allowing FPB to address any equipment issues which might arise with subscriber's existing security company.
  - (e) Retain up to one year the other Security Company's equipment removed by FPB and make available to said company upon request.
  - (f) Agree to pay the other Security Company's contract fees and charges in a timely manner to said company until such contract expires. If subscriber fails to abide by the above sentence and FPB performs a conversion type installation which may include removing some of the existing security company's equipment and such delinquent or payment issues cause legal action by said company, then FPB shall have no legal or monetary responsibilities or obligation to Subscriber or said company.
  - (g) Meet any other criteria which in the sole discretion of FPB is appropriate to qualify subscriber for such pre-subscription plan.
2. Subscription Switch Service Plan - Conditions and Terms Applicable to a Subscriber having Contracts with Other Security Companies who elect to immediately subscribe to FPB's Service.

This Subscription Service Plan allows the customer to switch to FPB's Security Service during the existing contract period with another Security Company. FPB would at that point be responsible for providing the Security Service to the customer for the remainder of the period the subscriber has under an existing contract for Security Service with another company and continue thereafter for the remainder of 36 months with FPB's Security Service. In return FPB monthly service during this period will be provided at no charge. To qualify the Subscriber must:

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- (a) Sign FPB's irrevocable Standard Letter which FPB will Mail giving notification to existing Service Company of Intent to not renew the existing security contract. (See Section H. Form #3 for format)
- (b) Provide FPB with copy of subscriber's copy of the existing contract and any system schematics or drawing which lay-out the subscriber's existing system.
- (c) Not have greater than six months remaining under the existing contract with the other Security Company.
- (d) Agree to pay the conversion installation fee (typically \$100) in accordance with that, shown on and mutually agreed to, on the Security Service "Customer Order Form" and obtain the lowest Monthly service rate or the subscriber elects to subscribe at Basic Service Rate #3 and waive the basic installation fee.
- (e) Agree that FPB's thirty-six month service period will commence at the time of the conversion switch and subscriber signing of FPB's MASA Agreement.
- (f) Agrees to contact FPB (from the time that FPB has completed its conversion installation) for all Security System related matters except for billing and payment issues with the existing Security Company which are between the customer and said company for the remainder of the term of the existing contract with said company.
- (g) Agree not to allow the other Security Company's entry into home without an FPB representative present.
- (h) Agree that during the remainder of the contract period with the other Security Company, the Subscriber will continue to pay the required monthly charge and fees in a timely manner to the other Security Company. If Subscriber fails to abide by any of the terms (E. 2) and FPB performs a conversion type installation which includes removing some of the existing Security Company's equipment and such delinquent or other payment issues causes legal action by said company, then FPB will have no legal or monetary responsibilities to the subscriber or said company.
- (i) Meet any other criteria which in the sole discretion of FPB is appropriate to qualify subscriber for this subscription plan.
- (j) Retain up to one year the other Security Company's equipment removed by FPB and make available to said company upon request.
- (k) Allow FPB to address any legal issues with the other Security Company provided customer abides by all Terms and Conditions set forth in this Section (E.2).

### F. Access Control Services (Future)

### G. Maximum Security Service Rates

#### 1. Installation

##### a) Residential Service/Installation Charges

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(1) New Basic Residential Installation (includes 1) a panel, keypad, 3 sensors, and indoor siren) or;

(2) Conversion of existing system involving panel and keypad replacement.

a.	New Installation	\$350
b.	Conversion Installation	\$100
c.	New or Conversion Basic Installation with free installation package	\$-0-

### 2. Other Residential Installation Options:

Half payable at installation, half due on first bill

#### a. Premise with wired system

(1) Glass Break	\$60
(2) Contact	\$50
(3) Indoor Sirens	\$25
(4) Motion	\$35
(5) Water	\$60
(6) Temperature Fluctuation	\$75
(7) Outdoor Sirens	\$50
(8) Key Pad (led)	\$50
(9) Key Pad (LCD)	\$120
(10) Remote Medical Alert	\$150
(11) Cellular Alarm Radio (Alarm Net)*	\$300
(12) Cellular Phone Back-up*	\$1,000
(13) FPB Dedicated Security Phone Link (when available)	\$500
(14) Smoke Detection	\$80
(15) Heat Detector	\$45
(16) One-2-One (two way voice)	\$500

\*Does not include cell phone or cell radio monthly service cost, if any.

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### b. Premise with Wireless System

(1) Glass Break	\$100
(2) Contact	\$50
(3) Indoor Sirens	\$110
(4) Motion	\$80
(5) Water	\$110
(6) Temperature Fluctuation	\$125
(7) Outdoor Sirens	\$50
(8) Key pad (led)	\$50
(9) Key Pad (lcd)	\$110
(10) Remote Medical Alert	\$100
(11) Cellular Phone Backup	\$300
(12) FPB Dedicated Phone Security Line (when available)	\$500
(13) Smoke Detector	\$100
(14) One-2-One (Two Way Voice)	\$500

#### Security-Broadband Services\*

Security Camera	\$5.00/per month
Thermostat	\$5.00/per month
Arming Alarm	\$5.00/per month
Lighting Control	\$5.00/per month
Remote Lock	\$5.00/per month

\*Customer must choose a minimum of two (2) Security-Broadband devices or services.

Device	Installation Charge
Touch Screen	\$448.58
Interactive Ethernet Gateway	\$146.25
Interactive RS-422 Interface	\$68.25
Tlink module W/RS-422 built in	\$150.00
IP54 Indoor/Outdoor IR Camera	\$187.80
Analog Camera Adapter Module	\$141.83
Plug-in On/Off Outdoor Appliance Module	\$56.05
Plug-in On/Off Indoor Appliance Module	\$50.08
Plug-in Dimming Lamp Module	\$52.47
Thermostat DSC Z-Wave Battery	\$151.05
Thermostat DSC Z-Wave Remote	\$151.05
Kwikset SmartCode Deadbolt	\$219.70
In-Wall On/Off Duplex Plug Receptacle	\$57.24
In-Wall On/Off Switch	\$52.47

\*Does not include cell phone or cell radio monthly service cost, if any.

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(b)	Commercial Service Installation charges (installation charge payable at installation)	Est. Cost
-----	--	-----------

### 2. Monthly Residential Service Rates

#### (a) Monthly Basic Service

As of 7/1/12 Monthly Test \$1.00 is now mandatory with all security services

#### (b) Monthly Charge for Optional Services:

(1)	Water Package	\$1.00
(2)	Carbon Monoxide	\$1.00
(3)	Remote Medical Alert	\$1.00
(4)	All Options (1-3)	\$2.00
(5)	Cellular Phone Backup*	\$10.00
(6)	Cell Radio Backup*	\$10.00
(7)	FPB Dedicated Security Line (when available)	\$10.00
(8)	One-2-One (Two Way Voice)	\$5.00

\*Subscriber responsible for any reoccurring fees associated with cellular or cell radio service providers.

#### (c) Other Charges:

- (1) Repair or maintenance \$30

### 3. Monthly Business Service Rates

#### (a) Basic Monthly Service \$1.00 as of 7/1/12 monthly test mandatory

*Fifty percent (50%) of the basic installation fee for a new system or system conversion is payable upon activation of service and the balance will be billed not less than 30 days thereafter, except for customers electing the free basic installation package option for either new or conversion type installations.*

#### (b) Monthly Charge for Optional Services

(Fire, water & remote medical alert & carbon monoxide or other):

(1)	Fire Package	\$10.00
(2)	Water Package	\$2.00
(3)	Carbon Monoxide	\$3.00
(4)	Remote Medical Alert	\$3.00
(5)	Package 1-4	\$15.00
(6)	Unsupervised opening & closing signal	\$8.00
(7)	Supervised opening and closing signal	\$15.00
(8)	Monthly reports	\$3.00

## SECTION IX. SECURITY, FIRE & ACCESS CONTROL SERVICES

(9)	Daily Test	\$10.00
(10)	Weekly Test	\$3.00
(11)	Monthly Test	\$1.00
(12)	One-2-One (Two Way Voice)	\$5.00
(13)	Cellular Phone Back-up*	\$10.00
(14)	Cell Radio Back-up*	\$10.00
(15)	FPB Dedicated Security	\$20.00

\* Subscriber responsible for any reoccurring fees associated with cellular or cell radio service providers.

(c) Other Charges:

(1) Repairs Estimated Cost

(d) MANAGEMENT HAS THE DISCRETION TO DISCOUNT RATES BASED ON SERVICE PROMOTION, PACKAGING, OR CHANGING MARKET CONDITIONS.



**SECTION IX. SECURITY, FIRE & ACCESS CONTROL SERVICES**

FORM #1

**Application for Service - Customer Master Service Agreement (MASA)**

The Frankfort Electric & Water Plant Board (FPB) is hereby requested by the customer to furnish one or more combination of services FPB offers. This request and agreement applies to services for a new customer and to changes in an existing customer's service(s) or location of the service(s).


The service(s) provided by FPB is conditioned upon the customer expressly agreeing herein to abide by the Board's official Rules, Regulations and Rates as may be revised from time to time. This includes any general terms and condition and/or terms and conditions which specifically apply to a particular service.

<b>CUSTOMER AND INFORMATION AND SIGNATURE</b>		
_____	_____	
Social Security Number	Driver's License Number	
_____	_____	
Date of Birth	Mother's Maiden Name	
Print Customer Name: _____		
(Last)	(First) (MI)	(Maiden)
_____		
(Address)		
_____	_____	
Customer Signature	Date	
_____	_____	
Signature	Date (CSR)	

<b>CO-SIGNER'S RESPONSIBILITY AGREEMENT #1</b>	
I, _____ accept full	
Name of Co-Signer (Print)	
responsibility for any charge associated with services rendered in accordance with the rules, regulations, and rates of FPB for the above customer.	
If the customer above becomes delinquent in payment for any reason, and having received written notification as such, I will make restitution for all charges associated with the customer's account, within five (5) working days. Failure to do so will result in the termination of service at my address.	
_____	_____
Customer Service Signature	Date
_____	_____
Signature of Co-Signer	Date

<b>CO-SIGNER'S RESPONSIBILITY AGREEMENT #2</b>	
I, _____ accept full	
Name of Co-Signer (Print)	
responsibility for any charge associated with services rendered in accordance with the rules, regulations, and rates of FPB for the above customer.	
If the customer above becomes delinquent in payment for any reason, and having received written notification as such, I will make restitution for all charges associated with the customer's account, within five (5) working days. Failure to do so will result in the termination of service at my address.	
_____	_____
Customer Service Signature	Date
_____	_____
Signature of Co-Signer	Date

**SECTION IX. SECURITY, FIRE & ACCESS CONTROL SERVICES**  
**FORM #2**

 Frankfort Plant Board	<b>RESIDENTIAL SECURITY/FIRE SERVICES</b> <b>CUSTOMER ORDER</b> <div style="border: 1px solid black; padding: 2px; display: inline-block;">SYSTEM SELECTED BY CUSTOMER</div>	ORDER DATE _____ ACCOUNT # _____ SIGNAL # _____																																																																																																																			
NAME: _____ ADDRESS: _____																																																																																																																					
WIRED ___ WIRELESS ___ CONVERSION TYPE ___																																																																																																																					
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<table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:60%;"></th> <th style="width:10%; text-align: center;">RATE</th> <th style="width:10%; text-align: center;">Code</th> <th style="width:10%; text-align: center;">No.</th> <th style="width:10%; text-align: center;">Amount</th> </tr> </thead> <tbody> <tr> <td><b>Monthly Service Charges</b></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>A) Basic Monthly Service Charge</td> <td style="text-align: right;">\$18.95</td> <td style="text-align: center;">SEC</td> <td style="text-align: center;">---</td> <td style="text-align: right;">\$18.95</td> </tr> <tr> <td>B) Optional Monthly Service Charges:</td> <td></td> <td style="text-align: center;">(1-6)</td> <td></td> <td></td> </tr> <tr> <td>1) Fire Monitoring</td> <td style="text-align: right;">-0-</td> <td style="text-align: center;">FIR</td> <td style="text-align: center;">1</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>2) Water 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(Two-Way Voice)	5	121	1	_____	11) Cellular Phone Back-up	10	CEL	1	_____	12) _____	---	---	---	_____	13) _____	---	---	---	_____	14) _____	---	---	---	_____	15) _____	---	---	---	_____	16) _____	---	---	---	_____	17) _____	---	---	---	_____	18) Sub Total Optional Services				_____	19) Total Monthly Service Charge				_____
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<b>Installation &amp; Connection Charges:</b> (Equipment to Remain the Property of FPB)	<b>Contract/Service Period/Monthly Service Rate Options</b>																																																																																																																				
a) Basic Installation Charge \$ _____ b) Optional Installation Charge \$ _____ c) Less Discount \$ _____ d) Total Installation Charge \$ _____ (SA#420815) (Rate Code SEC ___) e) Paid Down \$ _____ f) Total Installation Charge Billable \$ _____ g) Number of Months to Bill \$ _____	a) Master Application/Service Agreement (MASA) Signed _____ b) Customer Provided Section IX _____ c) Minimum Service Period is 36 Months d) Select 5-Day Familiarization Period _____ e) Begin Billing (Date) _____																																																																																																																				
<b>Target Installation Dates</b> a) Begin Date _____ b) End Date _____	<b>Contract Switch:</b> a) Existing Non FPB Contract Ends _____ b) Non Renewal Notice Due by _____ c) Signed Letter Giving Notice of Non Renewal _____ d) Signed Letter Requesting Buyout Conditions _____ e) Qualified for # _____ Months of Free Service																																																																																																																				
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Customer acknowledges that (a) FPB has explained the full range of protection, equipment and services available to the customer, (b) Customer desires and has contracted for only the equipment and services itemized above, (c) Before signing this order form and MASA has read and understands all terms and conditions including Section IX provisions, d) Customer may cancel this transaction prior to midnight of the third business day after the date of this transaction. See the attached Notice of Cancellation Form for an explanation of this right, and e) The service monitoring may not be activated until 11:59 p.m. on the day of installation and activation.																																																																																																																					
_____ FPB'S SIGNATURE	_____ CUSTOMER'S SIGNATURE																																																																																																																				
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**SECTION IX. SECURITY, FIRE & ACCESS CONTROL SERVICES**

FORM #4

CERTIFIED MAIL

DATE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Security Company's  
Name & Address)

RE: Notice to Not Renew Security Service Agreement

Dear Sir:

Consider this letter as written notice to not renew my security service. Under our Agreement, this service will terminate at midnight on \_\_\_\_\_.  
(date)

On such date, I will authorize a qualified professional to disconnect and remove the communication panel and key pads thereby preventing unauthorized central station monitoring. The panel will be available for your pick up within five days following its disconnection.

In no case are you authorized to remove, tamper or alter any other component of my premise's system including sensors/detectors, wiring, sirens, etc. The existing system was installed on \_\_\_\_\_. I paid \$\_\_\_\_\_ for the installation which based on typical material and  
(date)

labor costs, was sufficient to defray both the cost of the materials, electronics, and labor to install my entire system.

With the exception of the communication panel and key pads, we consider Kentucky Revised Statutes to designate all inside wiring and sensors/detectors/keypads/etc. as fixtures and property of the home or premise owner. Consequently, under these circumstances and our record that all fees and charges are up to date, no additional payments for such facilities are due your company.

Unless we have received in writing by \_\_\_\_\_ of your intentions to schedule the panel and  
(date)  
key pad(s) pickup, we will construe your intent to abandon all facilities.

Sincerely,

\_\_\_\_\_  
(Customer Signature)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Account #)

**SECTION IX. SECURITY, FIRE & ACCESS CONTROL SERVICES**

FORM #5

DATE

\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of  
Existing Service Company)

RE: Request to Terminate Security Agreement Early

Dear Sir:

I'm considering my options to terminate my service arrangement prior to \_\_\_\_\_ which  
is  
the expiration date. (date)

My system was installed on \_\_\_\_\_ initially for a \_\_\_\_\_ year term automatically  
renewable  
(date)  
for \_\_\_\_\_ year term unless notice is given.

What amount or conditions would you consider acceptable to terminate our existing  
service agreement earlier, since I have already completed the initial \_\_\_\_\_ year term  
and (1) paid the installation charges of \$\_\_\_\_\_ which are sufficient to cover the  
typical cost of both labor, materials, equipment and other system devices associated  
with the system's installation; (2) am willing to have a certified professional to disconnect  
and remove the existing communication panel and key pads for your pick up; (3) no  
payments are delinquent and (4) with the exception of the communication panel and key  
pads all inside wiring and other sensors/devices are fixtures and according to KRS, the  
property of the home or premise owner.

Please respond in writing as soon as possible.

Sincerely,

\_\_\_\_\_  
(Customer Signature)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Account #)



## SECTION IX. SECURITY, FIRE & ACCESS CONTROL SERVICES

FORM #7

NOTICE OF CANCELLATION  
(CONSUMER TRANSACTIONS ONLY)

FRANKFORT PLANT BOARD  
317 WEST SECOND STREET  
FRANKFORT, KENTUCKY 40601  
(502) 352-4273

---

Date of Transaction, Sale, or Contract

YOU MAY CANCEL THIS TRANSACTION, SALE OR CONTRACT FOR ANY REASON AND WITHOUT PENALTY OR OBLIGATION, WITHIN THREE (3) BUSINESS DAYS OR PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN (10) BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY (20) DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

