

Service Request Form



Please fill out this form completely and submit not less than 72 hours prior to the date required. Submit only one form per type of system. This means that you may need to submit multiple forms if you have multiple systems. Please note the items that are required (*) in order for proper submission and processing. Please note, by executing this Service Request Form you are authorizing and empowering AESC to commence work on your behalf. Upon approval or action by AESC in response to this request, this Service Request becomes and binding Agreement giving rise to certain legal obligations outlined in the Terms and Conditions attached hereto and incorporated herein. AESC service technicians are required to obtain a completed Service Request Form prior to commencing any repair or service or installation.

Section 1

- 1.a** *Please specify date required: _____ (mm/dd/yy)
- 1.b** *Please specify PO # & Site: PO #: _____ Site: _____
- 1.c** Please provide us with your contact/billing information: *Contact Name: _____
- *Company: _____
- *Address: _____ Address: _____
- *City: _____ *State: _____ *Zip Code: _____
- *Phone: _____ *Fax: _____
- Email: _____ Web: _____

Section 2

- 2.a** *Please select type of system (Select only one):
- | | | |
|---|---|--------------------------------------|
| <input type="checkbox"/> Fire / Life Safety | <input type="checkbox"/> CCTV | <input type="checkbox"/> Security |
| <input type="checkbox"/> Access Control | <input type="checkbox"/> Nurse Call | <input type="checkbox"/> Health Care |
| <input type="checkbox"/> Sound Communication | <input type="checkbox"/> Instructional Technology | |
| <input type="checkbox"/> Data Communication / Fiber | | |
- 2.b** *Reason(s) for Technician: _____

- 2.c** List any other specific information: _____

THE TERMS AND CONDITIONS CONTAINED IN SCHEDULE "A" AND ATTACHED HERETO ARE INCORPORATED HEREIN AND MADE PART HEREOF BY REFERENCE. CLIENT ACKNOWLEDGES RECEIVING A COPY OF THIS SERVICE REQUEST FORM ("AGREEMENT") AND SCHEDULE "A" HAVING READ AND UNDERSTOOD ALL OF SUCH TERMS AND CONDITIONS, INCLUDING WITHOUT LIMITATION, PARAGRAPH #3 THEREOF, WHICH LIMITS THE WARRANTIES, LIABILITIES AND OBLIGATIONS OF AESC.

Print Name of Client: _____ **Date:** _____

Signature by Authorized Representative of Client: _____

FILL OUT, SIGN & DATE Pg 1, INITIAL Pg's 2 & 3, AND FAX BACK TO 813-621-8894

SCHEDULE A - TERMS AND CONDITIONS

1. NO INDUCEMENT Client expressly agrees that it has not relied upon any representations or warranties, express or implied, except as specifically set forth in this Agreement. **Further, there is expressly excluded from this agreement warranties of merchantability and fitness for a particular purpose.**
2. OWNERSHIP In the event a System or equipment is purchased or installed hereunder, it is understood that the System or equipment purchased by Client shall remain the property of AESC until such time as AESC receives and deposits full and final payment of the agreed upon purchase price for said System and/or equipment. Upon AESC's receipt and deposit from or on behalf of Client of full and final payment of the System purchase price, the purchased equipment shall become the property of Client. Prior to such full and final payment by or on behalf of the Client of full and final payment of the System purchase price, AESC, in its sole discretion, may file with any state or its agency or authority all appropriate documentation to perfect AESC's security interest in any equipment and Client agrees that it will execute any documentation reasonably requested by AESC to reflect AESC's security interest in any equipment. Equipment will remain personal property and at no time be deemed real property or a fixture no matter how it is installed. Notwithstanding anything contained herein, AESC shall retain ownership to all communication software, hardware and/or firmware contained in the System.
3. LIMITED WARRANTY In the event a System and/or equipment is purchased or installed hereunder, said System and/or equipment shall be free from defects in workmanship or materials for a period of ninety (90) days from the date of purchase or installation, whichever is later, unless otherwise indicated. AESC shall replace or repair at its sole discretion such defective System or equipment at its own expense, except that Client shall pay all shipping, insurance and similar charges incurred in connection with the repair or replacement of the defective system or equipment. This warranty does not include: Damage resulting from accidents, acts of God, alterations, misuse, lightning, war, terrorism, tampering or abuse to any System or its components, trouble in telephone lines, trouble due to interruption of commercial power, Camera tubes and VCR heads or cleaning, Batteries and power supplies, or Thermal printer ribbon replacements and adjustments.

This warranty is void in case of abuse, misuse, abnormal use, repair by unauthorized persons, or if AESC determines that the System or any equipment is or are not operating properly as a result of causes other than poor workmanship or defective materials. This warranty gives Client specific legal rights that may vary from state to state. **THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED. IT BEING UNDERSTOOD THAT ALL SUCH OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY EXCLUDED. IN NO EVENT SHALL AESC BE LIABLE TO SUBSCRIBER FOR ANY DIRECT, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH CLIENT'S USE OF THE SYSTEM OR COMPONENT EQUIPMENT, OR FOR ANY OTHER CAUSE WHATSOEVER RELATING TO THE SYSTEM OR COMPONENT EQUIPMENT. AESC HAS GIVEN NO OTHER WARRANTY.**

4. ACCESS By executing this agreement, Client authorizes and empowers AESC and its agents and assigns to access and install the System or equipment or to provide any Services required hereunder at and for Client's Premises. AESC assumes no liability for any delay in the installation of the System or equipment or for interruption to Service resulting from Client's apparent or actual absence from the Premises or any other cause beyond AESC's control including, but not limited to, delays caused resulting from or contributed to by strikes, fires, power failures, lack of telephone services, and acts of God.
5. AUTHORITY Client represents and warrants that the person signing this Agreement has full power and authority to bind Client and execute this Agreement.
6. ASSIGNMENT This Agreement is assignable by Client with written consent by AESC and a signed AESC agreement by the party who is assuming the obligations for Client. This agreement or any portion thereof is assignable by AESC at its sole option.
7. MONITORING INDEMNIFICATION Any Monitoring Services provided hereunder are provided by Emergency 24 and Client specifically agrees that such Monitoring Services are subject to the separate terms and conditions set forth in the Signal Monitoring Agreement of Emergency 24, a copy of which has been provided to Client. Client acknowledges and agrees that (i) Client has received a copy of such separate terms and conditions; (ii) Client agrees to be bound by such terms and conditions; (iii) AESC is not responsible for any actions or failures to act committed by Emergency 24 in connection with such monitoring services; (iv) any claim Client may have with respect to such monitoring services shall be brought against Emergency 24 and not against AESC; and (v) AESC IS HEREBY RELEASED FROM (AND CLIENT SHALL INDEMNIFY AND HOLD AESC HARMLESS FROM) ANY CLAIMS, SUITS, ACTIONS AND DEMANDS WHATSOEVER, IN LAW OR IN EQUITY, THAT CLIENT OR ANY OTHER PERSON OR ENTITY CLAIMING THROUGH CLIENT MAY HAVE AGAINST AESC IN CONNECTION WITH MONITORING PROVIDED BY EMERGENCY 24.

Upon termination of monitoring services for any reason, Client agrees to pay AESC at prevailing rates to disconnect and/or render the System incapable of communicating with its monitoring center. If Client prevents AESC from exercising its right under this section, Client agrees to pay the sum of (\$50.00) for each signal from the premises received by the monitoring, plus all damages, losses, cost of expenses including, without limitation, actual attorneys' fees and court cost incurred by AESC in any action at law or in equity arising out of receipt of such signals or to render System incapable of communicating with AESC's monitoring center.

8. TESTING AND INSPECTION Where TESTING AND INSPECTION Service is furnished, as part of such inspections and at the time such inspections are made, AESC will advise Client of any maintenance or repairs necessary and/or will make all required adjustments of the equipment or apparatus necessary for its proper operation. Unless covered under a limited warranty or *Gold or Silver Service Plan*, Client understands and hereby agrees that all necessary labor, maintenance, repairs, and replacement parts and materials provided by AESC shall be paid for by Client to AESC on a time and materials basis at AESC's then prevailing labor and material rates.
9. REPAIR AND SERVICE It is the sole responsibility of Client to notify AESC and request service as soon as Client is aware that the System or equipment is in need of repair. This can be done by telephone or in advance by filling out an AESC Service Request Form. Client must complete an AESC Service Request Form before service or repair will be provided. Unless a *Gold Service Plan* is in effect, it is agreed and understood that all repairs of the System and equipment covered by the limited warranty shall be performed during AESC's normal business hours between the hours of 7:30 AM and 4:00 PM, excluding Saturdays, Sundays and Holidays as recognized by the United States Government or the State of Florida. Unless a *Gold Service Plan* is in effect, Client agrees to pay AESC's then prevailing labor rates in the event that service is required at times other than AESC's normal business hours. Unless a *Gold Service Plan* is in effect, client agrees to pay a minimum labor charge of four hours for each visit to Clients Premises made after AESC's normal business hours. In all cases and at AESC's option, a fee may be charged in the event that Client reports a defect or malfunction and no defect or malfunction exists.
10. TERMINATION If for any reason, AESC determines that it is not feasible to continue to provide a service agreement for said System, AESC shall notify the Client of the date on which AESC shall cancel the service agreement and reduce the monthly amount charged to Client for said service agreement and return any monies paid in advance to Client on a prorated basis. All other service being provided under this agreement shall continue and remain in full effect in accordance with the terms of this agreement.

CLIENT INITIALS _____

11. **CLIENT SAFEGUARD REQUIREMENTS** The Client agrees that unless authorized by AESC in writing, no person including Client will be permitted to alter, attach to, remove or tamper with the System or any equipment, *which is covered under this Agreement*, and the Client will at all times safeguard the equipment against loss or damage. If the Client permits any other persons to alter, attach to, remove or tamper with AESC's equipment the Client at AESC's option agrees to pay AESC the full retail value of said System upon receipt of invoice. Client is responsible for insuring system for its full replacement value with AESC named as lost payee, until system is paid in full.
12. **RATE INCREASES** Client agrees that AESC may increase or decrease the charge(s) for AESC Services provided in this agreement at any time or times after the expiration of one year. It is understood and agreed by the Client that said increase shall not exceed 5% or the prevailing inflation rate measured by the Consumer Price Index, whichever is the greater. In the event a higher than stated rate increase is proposed by AESC, then AESC must give Client written notice 30 days in advance of the effective date of such increase. The Client may notify AESC in writing within (20) days of the effective date of such increase of Client's intention not to accept said increase at which time AESC may elect to modify or adhere to said increase. If AESC elects to adhere to said increase, Client may terminate services without penalty and AESC may remove all Equipment owned by AESC.
13. **OTHER FEES** Client shall be responsible for any fees for permits and / or electrical inspections required by the municipality where Client is located unless specified in the Schedule of Installation / Equipment. In addition to the charges referenced herein, Client agrees to pay any false alarm assessments, license requirements, taxes, fees or charges that are imposed by any government body relating to the installation or service provided under this Agreement, including any increase in charges to AESC for any telephone or other facilities required for transmission of signals under this Agreement. These charges shall be due and payable upon receipt of invoice by Client.
14. **SCOPE OF SERVICE** Client understands and agrees that Client is paying AESC for the installation and service of the system or equipment only, and not for the insurance of Client's premises or of any property of Client or the property of others on Client's premises. Client further understands that AESC is not an insurer and that insurance covering personal and commercial property, including death, or damage to or use of personal or real property in, about or to aforesaid premises shall be obtained by Client. The amount payable to AESC hereunder is based only upon the value of the services and equipment provided herein. **UNLESS STATED HEREIN, AESC MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Client understands and is aware that no alarm, including the service provided by AESC, can guarantee the prevention of loss, and that human error on the part of AESC, its agents, servants, employees, suppliers or subcontractors, or any municipal authorities is always possible. **EXCEPT AS MAY BE PROVIDED ELSEWHERE IN THIS AGREEMENT, IT IS NOT THE INTENTION OF THE PARTIES THAT AESC ASSUME THE RESPONSIBILITY FOR ANY LOSS DUE TO AESC'S NEGLIGENT PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT OR FOR ANY LOSS OR DAMAGES SUSTAINED THROUGH BURGLARY, THEFT, FIRE OR ANY OTHER CAUSE.** Because of the nature of the services to be performed, it is impractical and extremely difficult to fix the amount of damages, if any, which may proximately result from the failure on the part of AESC, municipal authorities, or the System to perform in accordance with this agreement. Therefore, service or the sum of two hundred fifty dollars (\$250.00), whichever is greater and this liability shall be complete and exclusive. In the event that Client wishes AESC to increase the amount of limited liability, Client may, as a matter of right, obtain from AESC a higher limit by paying an additional amount proportional to the increase in damages, but such higher limitation shall in no way be interpreted to hold AESC as an insurer. **CLIENT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AESC, ITS OFFICERS, EMPLOYEES, AGENTS, SERVANTS, SUPPLIERS AND SUBCONTRACTORS FOR AND AGAINST ANY CLAIMS, SUITS, LOSSES, DEMANDS AND EXPENSES, ARISING FROM DEATH OR INJURY TO ANY PERSON OR ANY OTHER HARM TO ANY PERSON OR PROPERTY, REAL OR PERSONAL WHETHER CAUSED BY THE NEGLIGENCE OF AESC, ITS OFFICERS, AGENTS, EMPLOYEES OR ANY OTHER CAUSE, WHICH RESULTS IN ANY WAY FROM THE FAILURE ON THE PART OF AESC TO PERFORM ANY OF ITS OBLIGATIONS OR FROM THE FAILURE OF THE SYSTEM TO OPERATE PROPERLY.**
15. **REMEDIES FOR BREACH** Upon violations or breach by Client of any of the covenants or agreements herein contained or in the event of a failure to meet a scheduled payment of any of the charges due and payable by Client for this installation and/or AESC services, AESC may, at its option, and without notice, suspend all or part of the services hereunder and render any Equipment inoperative and remove any and all of its Equipment from the Client's premises. The suspension, removal or rendering inoperative of any services or Equipment, shall not be held to constitute a waiver of the rights of AESC to collect all charges then accrued or thereafter accruing including the complete remaining balance of the agreement plus court cost, actual attorney fees incurred, and interest at 1.5% per month. The entire unpaid indebtedness, as described in this paragraph, shall at the option of AESC, become immediately due and payable. AESC shall have the right to confess judgment for the entire amount of the contract price plus all finance charges, if any, court cost, actual attorney fees incurred, in collection and interest, and client hereby irrevocably authorizes any prothonotary, clerk of the court of attorney to appear for and confess judgment against client in favor of AESC pursuant to the courts rules of civil procedure and with prior notice to client. In the event or default of client, AESC shall have the right to enter and confess judgment in conversion and / or replevin for immediate possession of its equipment. The client hereby irrevocably authorizes any prothonotary, clerk of the court or attorney to appear for and confess judgment against client in favor of AESC in any action conversion and/or replevin instituted by AESC to recover possession of its equipment for which an affidavit of default by AESC and this agreement shall be his sufficient warrant. Upon the entry of judgment and conversion and/or replevin for possession a writ of possession may issue forth with, without bond and without any prior writ or proceedings whatsoever. The prevailing party to any legal dispute arising hereby shall be entitled to attorneys' fees and costs.
16. **CHANGES** In the event any authority requires changes in the premises, or the Client by his own act or acts, makes changes in the way of remodeling or otherwise, and such changes necessitate work on the part of AESC by way of repairs, relocation or otherwise, Client shall pay for said work in accordance with AESC's prevailing rates on a time and material basis for such work and such additional annual service charges as applicable.
17. **NOTICE** All notices required or permitted hereunder shall be sent by first class mail, sufficient postage prepaid, addressed to the respective addresses for the parties set forth in the heading of this Agreement, or to such other address as AESC or shall notify the other in writing.
18. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to any conflict of law provisions there under. Client expressly agrees and consents to the exclusive jurisdiction of the federal and state courts located in Tampa, Florida with respect to all disputes arising from or related to this Agreement.
19. **SEVERABILITY** In any provision of this Agreement or its related terms and conditions are deemed to be inoperative as a matter of law, such provision shall be deemed severed and the parties will be bound by all remaining portions and provisions which will remain intact and have full force and effect.

CLIENT INITIALS _____