

Addendum to Operative Agreement

	Per Mar Security Services 1910 E. Kimberly Rd., Davenport, IA 52807 t. (563) 359-3200 permarsecurity.com		
	CUSTOMER Billing Name: CUSTOMER Billing Address: CUSTOMER Billing City, State, Zip: CUSTOMER AR #:		Contact Name: Phone Number: Email Address:

SITE NAME & ADDRESS

☐ Same as Billing OR:

Name	Address	City	State	Zip
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ADDITIONAL EQUIPMENT (TO BE INSTALLED)

Quantity	Description

METHOD OF PAYMENT

/Monthly Amount	Future Proof – Per Mar will replace 3G/GSM radio and any future need to swap out a radio as technology changes will be handled by Per Mar at no charge.
/Monthly Amount	Future Proof to include all Batteries (panel and wireless sensors) and Annual Test of System – Per Mar will replace 3G/GSM radio and any future need to replace the radio as technology changes will be handled by Per Mar at no charge. We will also provide free batteries for the panel and wireless sensors for the life of the customer. The customer may also request one inspection by a Per Mar technician every 12 months at no charge.
/One-time Fee	One-time Fee – Per Mar will replace 3G/GSM radio with a new radio for a one-time fee. Any future need to replace the radio as technology changes will be the Customer's responsibility.

SPECIAL INSTRUCTIONS

AGREEMENT & AUTHORIZATION

THE CUSTOMER HEREBY ACKNOWLEDGES HAVING A CURRENT AGREEMENT IN PLACE WITH PER MAR SECURITY AND RESEARCH CORP. ("PER MAR"). FOR PURPOSES OF THIS ADDENDUM, THE CURRENT AGREEMENT BETWEEN CUSTOMER AND PER MAR SHALL BE REFERRED TO AS THE "OPERATIVE AGREEMENT." THE CUSTOMER UNDERSTANDS AND AGREES THAT THIS ADDENDUM AND ALL EQUIPMENT AND/OR SERVICES PROVIDED HEREUNDER ARE SUBJECT TO ALL TERMS AND CONDITIONS OF THE OPERATIVE AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY LIMITATION OF LIABILITY, INDEMNIFICATION AND SUBROGATION WAIVER PROVISIONS. THE LIMITATION OF LIABILITY, INDEMNIFICATION AND SUBROGATION WAIVER PROVISIONS ARE ALSO SET FORTH ON THE NEXT PAGE OF THIS ADDENDUM, AND AGREED TO ONCE AGAIN BY THE CUSTOMER. PLEASE NOTE THAT ALL TERMS AND CONDITIONS OF THE OPERATIVE AGREEMENT WILL CONTINUE TO APPLY TO THIS ADDENDUM, EVEN IF THE TERM OF THE OPERATIVE AGREEMENT EXPIRES. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS AND CONDITIONS OF THE OPERATIVE AGREEMENT AND THIS ADDENDUM, THE TERMS AND CONDITIONS OF THIS ADDENDUM WILL APPLY.

IMPORTANT TERMS AND CONDITIONS

1. If the Customer contracts for the Cellular/Radio Monitoring Service, then Per Mar will install a wireless radio device integrated with the existing System designed to transmit a wireless alarm signal to Per Mar's central monitoring station. Since this Service is wireless and operates by battery, it is not infallible and it will not transmit an alarm signal and/or proper data to Per Mar's monitoring center in the event the battery is low or dead, or the wireless transmission is adversely affected by interference, atmospheric conditions, static, other transmission issues, problems or concerns beyond the control of Per Mar.
2. Customer understands and agrees as follows: (i) Per Mar, its representatives, successors, assigns, suppliers and/or the manufacturers of the products used by Per Mar(collectively "Per Mar/Suppliers") are not insurers; (ii) it is the specific intent of Customer and Per Mar/Suppliers that insurance covering all loss, damage and expense arising out of or from, in connection with, related to, as a consequence of or resulting from this Agreement, shall be obtained and continuously maintained by the Customer; (iii) it is the specific intent of Customer and Per Mar/Suppliers that recovery for all such loss, damage and expense shall be limited to any such insurance coverage only; (iv) it is the specific intent of Customer and Per Mar/Suppliers that Per Mar/Suppliers are released from any and all liability for all such loss, damage and expense; (v) Per Mar/Suppliers, EXCEPT AS SET FORTH HEREIN, MAKE NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (vi) Per Mar/Suppliers are released from all loss, damage or expense which may occur prior to, contemporaneously with, or subsequent to the execution of this Agreement due to the improper operation or non-operation of the System (including, without limitation, the communications Equipment or Service necessary to transmit to or receive any data at the monitoring center) or the response time of third party emergency personnel; and (vii) should there arise any liability on the part of Per Mar/Suppliers for economic losses, personal injury, including death, or property damage (real or personal) which is in connection with, arises out of or from, results from, is related to or is a consequence of the active or passive sole, joint or several negligence of any kind or degree of Per Mar/Suppliers, including, without limitation, acts, errors or omissions which occur prior to, contemporaneously with or subsequent to the execution of this Agreement, or breach of this Agreement, or any claim brought in product or strict liability, subrogation, contribution or indemnification, whether in contract, tort or equity, including, without limitation, any general, direct, special, incidental, exemplary, punitive, statutory or consequential damages, irrespective of cause, such liability shall be limited to the maximum sum of three hundred fifty dollars (\$350.00) collectively for Per Mar/Suppliers, and this liability shall be exclusive.
3. Customer agrees to indemnify, defend and hold harmless Per Mar/Suppliers, from any loss, cost or expense, including attorneys' fees and court costs, on account of any claim for economic losses, personal injury, including death, or property damage (real or personal) by any person not a party to this Agreement arising out of or in connection with the operation or nonoperation of the System whether these claims be based upon alleged intentional conduct, negligence, or product liability on the part of Per Mar/Suppliers. The obligation to indemnify under this Agreement shall survive the termination of this Agreement.
4. Customer hereby releases Per Mar/Suppliers for all losses, damages and expenses (i) covered by Customer's insurance policies, (ii) policy deductibles, co-pay percentage, or retained limits, (iii) in excess of amounts paid by Customer's insurance, and (iv) due to under-insurance. As an inducement to Per Mar to enter into this Agreement, Customer represents, warrants and covenants that Customer's insurance companies shall not have (a) any rights created by a loan agreement, loan receipt, or other like document or procedure, or (b) any right to subrogation against Per Mar/Suppliers

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed or caused this Addendum to Operative Agreement to be executed on the date first written below.

Per Mar Security & Research Corp.

Customer

Submitted By _____
Agent of Per Mar

Customer Signature _____

Title (Commercial only) _____

Approved By _____
Authorized Representative of Per Mar

Date _____

Binding on Per Mar only when (1) signed by an Authorized Representative of Per Mar; or (2) on the date when Per Mar first provides the Equipment/Services indicated above.