

Manhattan Community Board 4
(All Fields Must Be Completed)

Liquor License Stipulations Application

CORPORATION NAME		DOING BUSINESS AS (DBA)	
Zora's Cafe, LLC		Zora's Cafe	
STREET ADDRESS		CROSS STREETS	ZIP CODE
712 9th Ave New York, NY		49th st and 9th ave	10019
OWNER <i>(Attach a list of all the people that will be associated listed with the license)</i>	NAME: Linda Browne Zora Browne	ATTORNEY/ REPRESENTATIVE	NAME: Joseph Rosati
	PHONE: 443-699-3560 443-699-3561		PHONE: 212-378-2507
	EMAIL: lbrowne@zorascafe.com zbrowne@zorascafe.com		EMAIL: jrosati@cahill.com
MANAGER	NAME: Same as Owner	LANDLORD	NAME: Vickers Realty LTD
	PHONE: Same as Owner		PHONE: 212-628-2313 x13
	EMAIL: Same as Owner		EMAIL: avickers@vickers.nyc
APPLICATION TYPE (Check One)			
<input checked="" type="checkbox"/> New	Has applicant owned or managed a similar business?	YES	<input checked="" type="radio"/>
	What is/was the name and address of establishment?	Linda has worked in a home catering service in Ohio	
	What were the dates applicant was involved with this former premise?		
<input type="checkbox"/> Transfer	What is the prior license # and expiration date?		
	Is applicant making any alterations or operational changes?	YES	NO
	If alterations or operational changes are being made, please describe/list all changes.		
<input type="checkbox"/> Alteration	What is the current license # and expiration date?		
	Please list/describe the nature of all the changes and attach the plans:		
METHOD OF OPERATION			
TYPE OF ALCOHOL	<input type="radio"/> Liquor/Wine/Beer <input type="radio"/> Beer <input checked="" type="radio"/> Wine & Beer		
ESTABLISHMENT TYPE	<input checked="" type="radio"/> Restaurant <input type="radio"/> Cabaret <input type="radio"/> Night Club <input type="radio"/> Hotel <input type="radio"/> Bar/Tavern <input type="radio"/> Catering Establishment <input type="radio"/> Adult Entertainment <input type="radio"/> Wine Bar <input type="radio"/> Dance Club <input type="radio"/> Sports Bar <input type="radio"/> Club (Fraternal Organization – Members Only)		
Has applicant/owner filed with the SLA? If yes, when? If no, when do you plan to file?	YES	NO	
Is the 500 Foot Rule applicable? If yes, please attach a diagram of the On-Premise liquor license establishments within a 500 ft. radius of your establishment and the Public Interest Statement.	YES	<input checked="" type="radio"/>	
Is the 200 Foot Rule applicable? If yes, please attach a diagram of the schools and houses of worship that trigger the rule.	YES	<input checked="" type="radio"/>	
Has applicant/owner(s) read MCB4 Policy Regarding Concentration and Location of Alcoholic-Serving Establishments?	<input checked="" type="radio"/>	NO	

OPERATIONAL DETAILS (*Closing time will be when establishment is vacated of all patrons)								
HOURS* (Indoor Only)		MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
	Operation	Closed	4pm-12am	4pm-12am	4pm-12am	4pm-12am	11am-12am	11am-12am
	Kitchen	Closed	4pm-11:30pm	4pm-11:30pm	4pm-11:30pm	4pm-11:30pm	11am-11:30pm	11am-11:30pm
	Music	Closed	During Operating	During Operating	During Operating	During Operating	During Operating	During Operating
If you plan to have music, what type(s)? (Circle all that apply)			BACKGROUND	LIVE MUSIC	DJ	JUKE BOX	KARAOKE	
OCCUPANCY								
	Capacity (Certificate of Occupancy)	Maximum # of Persons You Anticipate Occupying Premises (Including Employees)	Number of Tables	Number of Seats	Number of Service Only Bars	Number of Stand-Up Bars	Number of Seats at Stand-Up Bar	
INSIDE	Grandfathered in as per landlord	Grandfathered In as per landlord	12	24				
OUTSIDE (Other than sidewalk café)	N/A	N/A	N/A	N/A				
SIDEWALK CAFÉ	N/A	N/A	N/A	N/A				
How many floors are there? What is the capacity for each floor?					1 floor with basement 35			
How frequently will the owner(s) be at the establishment?					At least one owner will be there during operating hours			
Will you be applying or intending to apply for a cabaret license with DCA? If yes, will there be dancing?					YES	<input checked="" type="radio"/>		
Will applicant have bottle or table service for beverage alcohol?					YES	<input checked="" type="radio"/>		
Will you be hosting private; promotional or corporate events?					YES	<input checked="" type="radio"/>		
Will outside promoters be used on a regular basis? If yes please describe.					YES	<input checked="" type="radio"/>		
Will you have a security plan? If, yes please attach.					<input checked="" type="radio"/>	NO	ADT will be securing location. Will attach	
Will security plan be implemented?					<input checked="" type="radio"/>	NO		
Will State certified security personnel be used?					YES	<input checked="" type="radio"/>		
Will New York Nightlife Association and NYPD Best Practices be followed?					YES	NO	N/A	
Will applicant be using delivery bicycles? If yes, how many?					YES	<input checked="" type="radio"/>	Using seamless and grubhub personnel	
Will delivery bicycles be clearly marked with the name of the restaurant and will staff wear attire clearly noting name as described by NYC Law?					YES	NO	Refer to above	
Where will delivery bicycles be stored during the day when not in use?								

LOCATION & ZONING			
Is this a Special District? If yes, is it Clinton, West Chelsea or Hudson Yards?	YES	<input checked="" type="radio"/>	
Does the building have a Certificate of Occupancy ("C of O") or a letter of no objection?	<input checked="" type="radio"/>	NO	Grandfathered in per landlord
Is a Public Assembly permit required?	YES	<input checked="" type="radio"/>	
Are your plans filed with DOB?	YES	<input checked="" type="radio"/>	No construction needed

Community Notification/Relations			
NOTIFICATION: List all block associations; tenant associations, co-op boards or condo boards of residential buildings; and community groups that applicant has notified regarding its application. For each please list both the organization and individual you contacted	# 1	West 46th Street Block Association: Allison Tupper	
	# 2	West 47th/48th Streets Block Association: Elke Fears, Larry Roberts, Kim Bogues, Chuck Vassallo, Steven Riedl, Nancy Roylance	
	# 3	West 50th/51th Streets Block Association: Steve Belida	
	# 4	Oasis Gardens I Association: Nancy Kyriacou	
	# 5	Oasis Gardens II Association: Gary DiPasquale	
Please provide dates when applicant met with the groups listed above.		June 18, 2016	
Who was your contact person at each group you met with?			
When did applicant post the notice that was provided?		June 18, 2016	
Where did applicant post the notice that was provided?		Via email to association personnel	
Will applicant provide owner cell phone number to neighbors and respond to complaints that arise? Please provide number in space provided.		<input checked="" type="radio"/>	NO 443-699-3560 443-699-3561
Will applicant inform the Community Board office of its job openings and/or provide a hyperlink to applicants jobs webpage?		<input checked="" type="radio"/>	NO https://zorascafe.com/career/

BUILDING DESIGN			
State the name and type of business previously located in the space.	Chili Thai		
Has a liquor-licensed establishment previously occupied this space at any time? If yes, please provide the name of the business.	<input checked="" type="radio"/> YES	<input type="radio"/> NO	Chili Thai
Do you plan any changes to the existing façade? If yes, please describe.	<input checked="" type="radio"/> YES	<input type="radio"/> NO	Awning
Will applicant have a vestibule within the establishment?	<input type="radio"/> YES	<input checked="" type="radio"/> NO	
Will applicant use a storm enclosure?	<input type="radio"/> YES	<input checked="" type="radio"/> NO	
Will applicant not place any items or obstructions on the sidewalk, for example, sandwich boards, sidewalk signs, freestanding menus and plants, as per the law?	<input checked="" type="radio"/> YES	<input type="radio"/> NO	
Will applicant comply with the NYC noise code?	<input checked="" type="radio"/> YES	<input type="radio"/> NO	
Will the establishment have any of the following: (circle all that apply)	<input type="radio"/> FRENCH DOORS	<input type="radio"/> GARAGE DOORS	<input checked="" type="radio"/> WINDOWS THAT CAN BE OPENED
Will applicant close all windows, French doors, garage doors when any music or amplified sound (including televisions) is played inside the establishment?	<input checked="" type="radio"/> YES	<input type="radio"/> NO	
Will applicant close all windows, French doors, garage doors by 11 PM Friday and Saturday and 10 PM on all other days even if no music or amplified sound is played inside the establishment?	<input checked="" type="radio"/> YES	<input type="radio"/> NO	
Has applicant obtained an acoustical report from a certified sound engineer to assess potential noise disturbance to the neighboring residents and buildings?	<input type="radio"/> YES	<input checked="" type="radio"/> NO	Will do in the near future
Will applicant follow the recommendations of a certified sound engineer to mitigate potential noise disturbance to the neighboring residents and buildings, including placing speakers on the floor of the establishment?	<input checked="" type="radio"/> YES	<input type="radio"/> NO	
Will the kitchen exhaust system extend to the roof?	<input checked="" type="radio"/> YES	<input type="radio"/> NO	
Will the establishment have an illuminated sign?	<input type="radio"/> YES	<input checked="" type="radio"/> NO	
Will the establishment have a canopy extending over the sidewalk?	<input checked="" type="radio"/> YES	<input checked="" type="radio"/> NO	
Where will the air conditioner be located? What type is it?	Located above door		
When was the air conditioner installed?	Unknown		

OUTDOOR ITEMS - OTHER THEN SIDEWALK CAFE			
Has the applicant/owner(s) read MCB 4 Rear Yard Rooftop Policy?	YES	NO	Will not have outdoor space
Will applicant use any outdoor spaces: rooftop, rear yard, patio, porch, balcony, pavilion, tents, deck or gazebo? If yes, which one(s)?	YES	<input checked="" type="radio"/>	
Are the floorplans for the outdoor space(s) included?	YES	NO	N/A
Will applicant close and vacate the outdoor space(s) by 11PM on Friday & Saturday and 10 PM on all other days?	YES	NO	N/A
Will the service and consumption of alcohol in any outdoor space only be via seated food service?	YES	NO	N/A
Will applicant not allow standing space for patrons to drink or smoke in any outdoor space(s)?	YES	NO	N/A
Will there be no amplified music, as per the law?	YES	NO	N/A
If amplified sound is played inside the establishment, will windows and doors be closed?	<input checked="" type="radio"/>	NO	
Will applicant agree to post signs outside asking customers to respect the neighbors'?	<input checked="" type="radio"/>	NO	
Will applicant agree to train staff to encourage a peaceful environment?	<input checked="" type="radio"/>	NO	
Will applicant provide effective sound control (landscaping enclosure, soundproofing tenants apartments)	YES	NO	N/A
Will there be a lighting plan that allows safe usage of the outdoor space without disrupting neighbors?	YES	NO	N/A

OUTDOOR ITEMS – SIDEWALK CAFÉ			
Has the applicant/owner(s) read MCB4 Sidewalk Café Policy?	YES	NO	Will not have outdoor space
Will applicant be applying for a sidewalk café now or in the future?	YES	<input checked="" type="radio"/>	
Is applicant in this application seeking to include a sidewalk café in its liquor license?	YES	<input checked="" type="radio"/>	
If yes, has applicant submitted an application and plans to NYC Dept. of Consumer Affairs? Please attach application and plans.	YES	NO	N/A
Will applicant close and vacate the sidewalk café by 11 PM on Friday & Saturday and 10 PM on all other days?	YES	NO	N/A
Will applicant be serving alcohol in the sidewalk café? If so, will you have waiter service?	YES	NO	N/A
Will the café have a 3 ft. wide serving aisle running the entire length of the sidewalk cafe?	YES	NO	N/A
Will applicant mark the perimeter of the café on the sidewalk?	YES	NO	N/A
Will the service and consumption of alcohol in the sidewalk café only be via seated food service?	YES	NO	N/A
Will the sidewalk café not provide standing space for drinking or smoking?	YES	NO	N/A
Will applicant use any portable natural gas heaters? If so, do you have the requisite approvals from DOB & the Fire Department?	YES	NO	N/A
Will applicant have a lighting plan that will allow safe usage of the outdoor space without disrupting neighbors?	YES	NO	N/A
Will all furniture, plants and barricades be stored inside between the evening closing hours and the morning opening hours?	YES	NO	N/A
Will all furniture be stored inside between December 21 st and March 21 st , and any other day when it rains or snows?	YES	NO	N/A
Will applicant use umbrellas?	YES	NO	N/A
If construction or construction protection has reduced the sidewalk width, will applicant always maintain an 8 foot clear path of sidewalk between the perimeter of the café and the closes obstruction including construction barricades?	YES	NO	N/A

ADDITIONAL STIPULATIONS: (Office Use Only)

- Will not apply for a sidewalk cafe now or in the future

To the extent any additional stipulation on pages 7 and 8 of this application conflicts with any response on pages 1 – 6 of this application, the stipulations on pages 7 and 8 control.

ADDITIONAL STIPULATIONS: (Office Use Only), *Continued*

To the extent any additional stipulation on pages 7 and 8 of this application conflicts with any response on pages 1 – 6 of this application, the stipulations on pages 7 and 8 control.

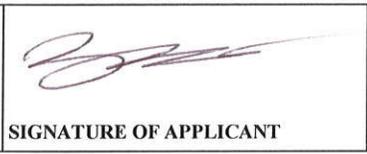
Manhattan Community Board 4 (MCB4) recommends:	<input checked="" type="radio"/> Denial unless all stipulations agreed to by applicant/owner are part of the method of operation <input type="radio"/> Denial <input type="radio"/> Approval
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CB4 REPRESENTATIVES

Nelly Gonzalez <i>CB4 Assistant District Manager</i>	 Frank Holozubiec <i>CB4 BLP Committee Co-Chair</i>	 Burt Lazarin <i>CB4 BLP Committee Co-Chair</i>
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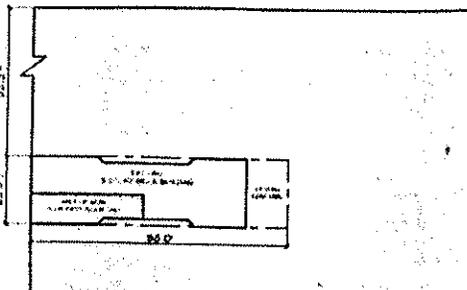
APPLICANT AGREEMENT WITH THE COMMUNITY

Applicant agrees to these stipulations as the basis for the community support of this application and acknowledges that all of these stipulations are essential prerequisites to the MCB4 recommendation regarding this application. Applicant agrees to have these stipulations incorporated in the method of operation of its liquor license. The stipulations in this application constitute the entire agreement between MCB4 and applicant and may only be altered in writing signed by MCB4 and applicant. These stipulations supersede any oral statements or representations in connection with this application.

SIGN HERE →	Zora Browne <small>PRINT NAME OF APPLICANT</small>	 <small>SIGNATURE OF APPLICANT</small>	07/12/16 <small>DATE</small>
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WEST 49th STREET

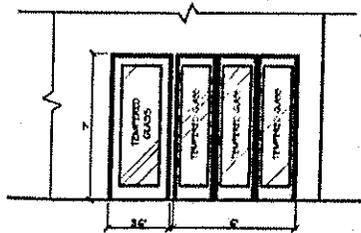
NINTH AVENUE



LOT PLAN

1/16" = 1'-0"

BLOCK: 1039
LOT: 63
ZONE: C1-5 IN R3
MAP: 8c



STOREFRONT ELEVATION

SCALE: 1/4" = 1'-0"

GENERAL NOTES:

1. CONTRACTOR SHALL SECURE ALL PERMITS.
2. AN ENGINEER HAS NOT BEEN ENGAGED FOR CONSTRUCTION.
3. CONTRACTOR SHALL PROVIDE ALL APPLICABLE PERMITS.
4. WORK SHALL NOT BE STARTED UNTIL ALL PERMITS ARE OBTAINED.
5. PARTITIONS SHALL BE WEDGED TO CURB.
6. CONTRACTOR SHALL CHECK ALL DAMAGED AREAS, DIMENSIONS SHALL NOT BE OBTAINED.
7. SIGN APPLICATION SHALL BE FILED BY CONTRACTOR.
8. ALL MATERIALS, ASSEMBLIES & CONNECTIONS SHALL CONFORM TO NYC BUILDING LAWS, AND REGULATIONS.
9. GLASS DOOR TO COMPLY WITH BSA 504.
10. PLATE GLASS TO COMPLY WITH RS 10-1.
11. HUNG CEILING TO COMPLY WITH 27-35.
12. EXIT SIGN AND LIGHT PER 27-361 TO 361.2.

TENANT SAFETY NOTES:

1. CONSTRUCTION WORK WILL BE CONFINED TO THE DRAWING, AND WILL NOT CREATE DUE TO INCONVENIENCES TO OTHER SPACES WITHIN THE BUILDING.
2. CONSTRUCTION OPERATION WILL NOT BE AN OBSTACLE TO THE ENTRY OR EGRESS OF THE BUILDING.
3. CONSTRUCTION OPERATIONS WILL NOT INTERFERE WITH THE HEATING, WATER OR ELECTRICAL SERVICE OF THE BUILDING.
4. THERE WILL BE NO ONE OCCUPYING THE BUILDING DURING THE COURSE OF THE CONSTRUCTION.
5. CONSTRUCTION OPERATIONS WILL BE CONFINED TO WORKING HOURS 8 A.M. TO 5 P.M. MONDAY THROUGH FRIDAY. NO WORK WILL BE DONE ON WEEKENDS OR LEGAL HOLIDAYS.

NYC VENTILATION INDEX:

(TO COMPLY WITH SEC. 27-754 (TABLE 12-2) OF NYC DOB CODE)

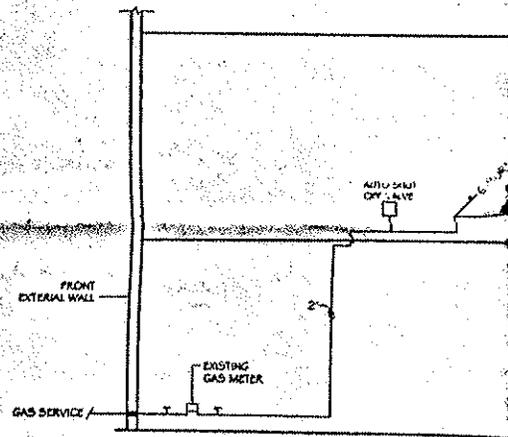
AREA DESIGNATION	CEILING HEIGHT	AREA (S.F.)	VOLUME (CU. FT.)	NO. OF PEOPLE	INDEX	TOTAL AIR							
						CODE CMVAF		MIN. CODE REQ. CFM		ACTUAL AIR			
						SUPPLY	EXHAUST	SUPPLY	EXHAUST	OUTSIDE AIR (N.Y.)	SUPPLY	EXHAUST	OUTSIDE AIR
STORE AREA	10	179	1790	16	223	1.5	1.5	346	346	155	3000	3000	1000

EQUIPMENT INDEX

QTY.	ITEM	MANUFACTORY	MODEL	MEA
1 SET	AIR CONDITIONING WITH HEAT PUMP SYSTEM (ELEC.)	FUJITSU	24K1A	108-96-E

KITCHEN EQUIPMENT SCHEDULE

ITEM	MANUFACTURE	MODEL	MEA
DEEP FRYER (GAS)	PITCO OR EQUAL	5G 16	33-01-E-1
BURNER STOVES (GAS)	SOUTHBEND OR EQUAL	WC590	20-64-E-1
BASH MARIE	BEVERAGE AIR OR EQUAL	BM-60	39-65-E-1
DISH WASHER	RS OR EQUAL	MH-60	366-03-E-1

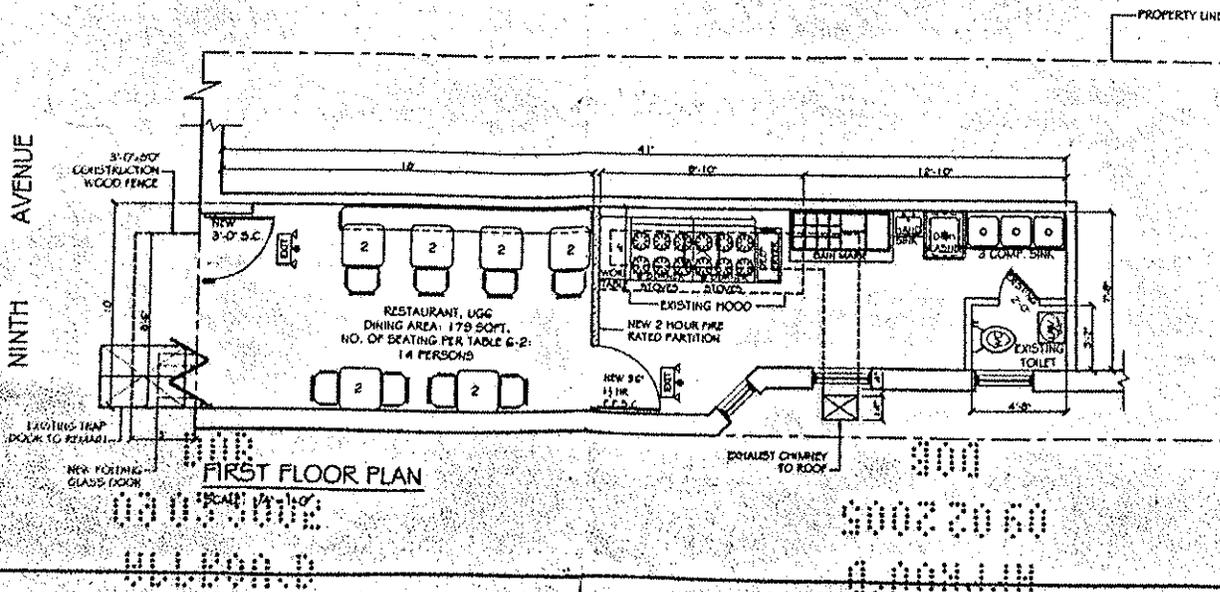


GAS RISER DIAGRAM

N.T.S.

NINTH AVENUE

NINTH AVENUE



FIRST FLOOR PLAN

THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE FOR THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE FOR THE PROJECT.

SCOPE OF WORK:

RENOVATION OF RESTAURANT IN EXISTING STORE TO 6' INSTALL EQUIPMENT, RANGE HOOD SYSTEM, PLUMBING RETURNS AND HVAC UNIT. WALKER PARTITIONS, NEW FLOORING AND STOREFRONT.

FIRE SUPPRESSION SYSTEM FILE UNDER SEPARATE APPLICATION.

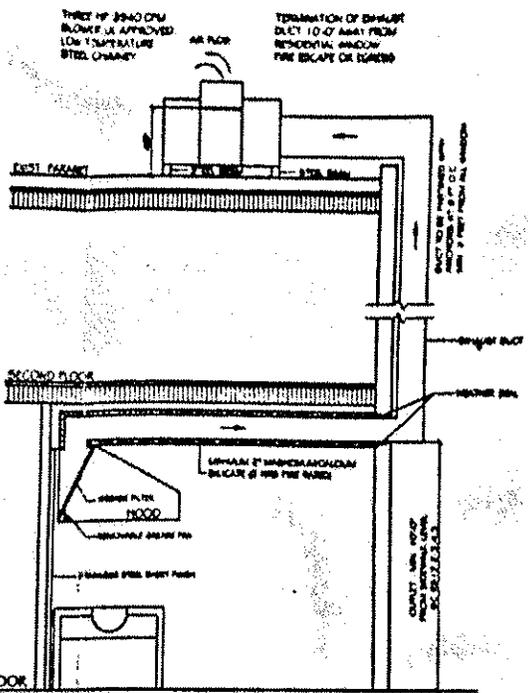
NO CHANGE IN USE, EGRESS AND OCCUPANCY.

CONTROLLED INSPECTION

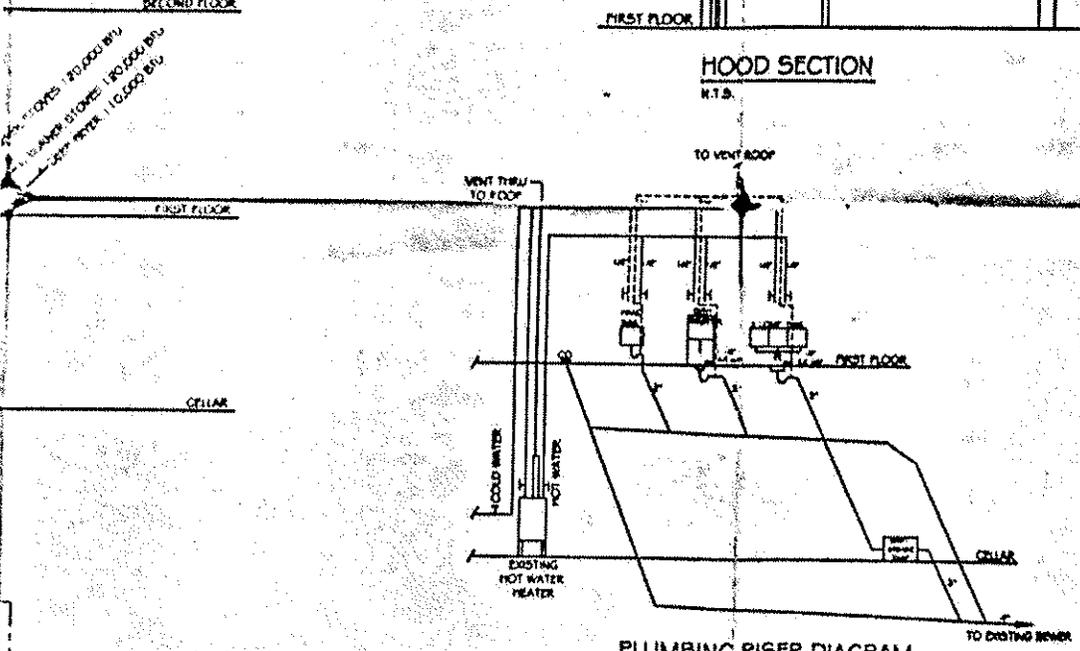
1. FIRE STOP
2. VENTILATION SYSTEM, ENGINEER/INSTALLER
3. NOISE CONTROL
4. FINAL INSPECTION

LEGEND

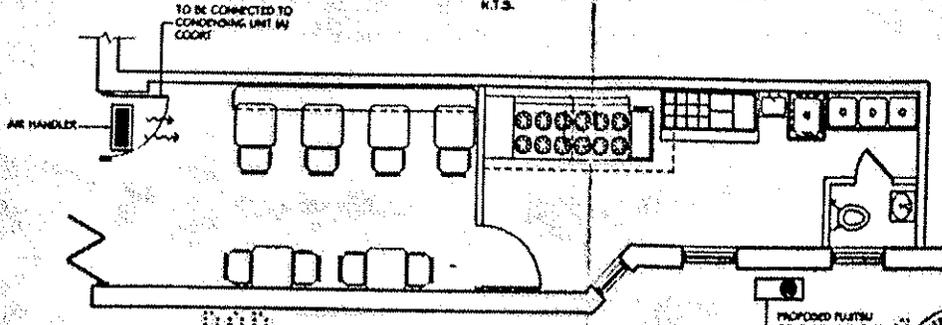
- EXISTING BRICK WALL TO REMAIN
- NEW 2 HOUR RATE PARTITION 3/4" 25 GA. METAL STUD @ 16" O.C. WITH TWO LAYERS OF 5/8" TYPE "X" GYPSUM BOARD ON EACH SIDE.
- EXIT SIGN & EMERGENCY LIGHT WITH BATTERY PACK WIRE TO LOCAL LIGHTING CIRCUIT



HOOD SECTION
N.T.S.



PLUMBING RISER DIAGRAM
N.T.S.



MECHANICAL PLAN-FIRST FLOOR
SCALE: 1/4" = 1'-0"

REF. NO.
DJ13805

PRO. NO.

DATE: 08/16/2005

NAME: JOEY

REVISION

DATE

ROBINSON ARCHITECTS P.C.
55C DELANCEY STREET
NEW YORK, N.Y. 10002
TEL: (212) 966-7828 FAX: (212) 966-5611

10422271
DEPARTMENT OF BUILDINGS

JOB LOCATION:
712 9th AVENUE
MANHATTAN, N.Y.

DWG. NO.
A1



ZORA'S CAFE

Food for the Soul



SMALL PLATES

FRIED GREEN TOMATOES

Garden fresh green tomatoes dipped in wash and dredged in flour and fried to crispy outside and juicy tender inside TBD

HUSH PUPPIES

Moist cornbread balls fried in pure vegetable oil crispy outside and soft moist inside. Great with fried catfish TBD

CHICKEN WINGS

Generous portion of crispy chicken wings fried to perfection in pure vegetable oil-great for small appetites. TBD

DEVILED EGGS

Hard boiled eggs, cut in half, and filled with egg's yolk mixed with mayonnaise, cayenne pepper, pickle brine, dill, and paprika TBD

LARGE PLATES

Served with 1 side

ZORA'S FRIED CHICKEN

Free range chicken soaked overnight in special seasoned brine mixture, flour coated and fried in pure vegetable oil to a golden crispy brown TBD

GF BAKED CHICKEN

Free-range chicken seasoned with special spices and herbs baked to even brown on outside and juicy inside less calories but equally delicious TBD

GF FRIED FISH

Southern favorite-meaty catfish fillets dipped in special coating dredged in cornmeal and fried to crispy succulent dish TBD

GF GRILLED FISH

Seasoned and blackened grilled catfish fillet-less calorie option with great taste TBD

OXTAILS & GRAVY

Braised beef oxtails seasoned and slowly simmered until tender covered with flavorful brown homemade gravy TBD

SMOTHERED PORK CHOPS

Lean cut seasoned and lightly floured braised pork chops slowly smothered in flour based onion gravy until tender TBD

SIDES

GF SOUTHERN POTATO SALAD

Cut potatoes mixed with sweet relish mayonnaise boiled eggs with a dash of yellow mustard-goes great with fried chicken TBD

LINDA'S MACARONI & CHEESE

House favorite macaroni mixed with milk flour and cheese base baked to perfection TBD

GF TONY'S COLLARD GREENS

Southern cooked greens with pork simmered with spices until tender-great with cornbread. Also available cooked with smoked turkey TBD

GF WHITE RICE

Great with smothered pork chops and/or red beans TBD

GF BEA'S RED BEANS

Simmered with pork and seasonings-great over rice or bowl with cornbread TBD

GF GREEN SALAD

Romaine lettuce, tomatoes, cucumbers, onion slices mixed with chosen dressing TBD

GF - Gluten Free

18% gratuity included for parties of 6 or more.

ZORA'S CAFE

Food for the Soul



DESSERTS

SWEET POTATO PIE

Sweet potatoes married with brown and white sugar eggs and flakey thin crust with touch of cinnamon and nutmeg-a southern favorite TBD

PEACH COBBLER

Juicy fresh peaches covered with homemade crust with hint of cinnamon-served warm with or without scope of vanilla ice cream TBD

VELMA'S CHOCOLATE CAKE

Homemade from scratch fluffy moist yellow cake covered with thick chocolate frosting TBD

TEA 2

COFFEE 4

18% gratuity included for parties of 6 or more.

ZORA'S CAFE

Food for the Soul



NON-ALCOHOLIC

COCA-COLA TBD

DIET COCA-COLA TBD

SPRITE TBD

LEMONADE TBD

COLD TEA
Sweet or unsweet TBD

HOT TEA 2

COFFEE 4

WINE

Red

PINOT NOIR TBD

CABERNET SAUVIGNON TBD

MERLOT TBD

MALBEC TBD

ZINFANDEL TBD

White

PINOT GRIGIO TBD

RIESLING TBD

MOSATO TBD

SAUVIGNON BLANC TBD

CHARDONNAY TBD

Rosé

ROSÉ TBD

SPARKLING ROSÉ TBD

BEER

STELLA ARTOIS
Belgium TBD

SAM ADAMS BOSTON LAGER
Massachusetts TBD

BRAVEN BLACK PALE ALE
Brooklyn TBD

MONTAUK SUMMER ALE
New York TBD

HARPOON UFO WHITE
Boston TBD

CORONA
Mexico TBD



MUST HAVE
MENUS
FOR PROOFING

Chili Thai

712 9TH AVE.

212-265-5054

712

EXHIBITION

712

712

A

\$2

SPECIAL

- \$2 Thai Beer
- \$4 Salad
- \$4 House Wine

All in one bowl

Lunch Special

- \$7.95
- \$6.50
- Choice of Fried
- Spring Roll
- Sticky Rice
- Thai Salad
- Soup





SMALL BUSINESS CONTRACT

E5400UE02

Section Customer Info	
ADT LLC dba ADT Security Services ("ADT") Office Address www.MyADT.com 800.ADT.ASAP® (800.238.2727)	Business Name ("Customer" or "I" or "me" or "my") <u>Zora's Cafe</u> Premises' Address <u>712 9Th Ave.</u> City <u>New York</u> State <u>NY</u> Zip <u>10019</u> Responsible Party Name <u>Zora Browne</u> Tax Exempt No. _____ Tax Expire Date _____ Protected Premises' Phone (Required) <u>443 699 3561</u>
IF FAMILIARIZATION PERIOD IS REJECTED INITIAL HERE _____ (see Paragraph B3 of the Important Terms and Conditions for explanation)	
EMAIL: <u>zbrowne@zorascafe.com</u>	
<p>If I have provided or do provide ADT with a phone number, including but not limited to a cell phone number, a number that I later convert to a cell phone number, or any number that I subsequently provide for billing and other non-solicitation purposes, I agree that ADT may contact me at this/these number(s). I also agree to receive calls and messages such as pre-recorded messages, calls and text messages from automated dialing systems at the number(s) provided. I confirm that I am the registered owner of all telephone number(s) that I have or will provide to ADT to contact me. If I have provided or do provide ADT with an email address, I agree that ADT may send me emails regarding my ADT Services or new ADT or third-party products and services. I may unsubscribe or opt out by emailing DNCcomplaint@adt.com or by calling (877) 377-7343.</p> <p>I acknowledge and agree to each of the following: (A) This Contract consists of six (6) pages. Before signing this Contract, I have read, understand and agree to each and every term of this Contract, including but not limited to Paragraphs C and E of the Important Terms and Conditions. (B) The initial term of this Contract is three (3) years. (C) ADT has explained to me the full range of equipment and services that ADT can provide to me. Additional equipment and services over those identified in this Contract are available and may be purchased from ADT at an additional cost to me. I have selected and purchased only the equipment and services identified in this Contract. (D) No alarm system can provide complete protection or guarantee prevention of loss or injury. Fires, floods, burglaries, robberies, medical problems and other incidents are unpredictable and cannot always be detected or prevented by an alarm system. Human error is always possible, and the response time of police, fire and medical emergency personnel is outside the control of ADT. ADT may not receive alarm signals if communications or power is interrupted for any reason. (E) ADT recommends that I manually test the alarm system monthly and any time I change telephone service, by calling 800.ADT.ASAP. (F) This Contract requires final approval by an ADT authorized manager before ADT may provide any equipment or services, and if approval is denied, then this contract will be terminated, and ADT's only obligation will be to notify me of such termination and refund any amounts I paid in advance.</p>	
ADT Representative <u>Christopher Fagan</u>	Rep. License No. (If Required) _____ Rep. ID No. <u>163141</u>
Customer's Approval: Original Signature Required	
DocuSigned by: <input checked="" type="checkbox"/> <u>Zora Browne</u> 4FB9A0701C1F4A8	<u>06/17/2016</u>
NOTES	



SMALL BUSINESS CONTRACT

E5400UE02

Section 2 Services to be Provided		
Alarm Monitoring and Notification Services	Monthly Service Charge	Monthly Service Charge
Burglary (BA)		
Hold-up (HUA)		
Duress		
Two-way voice		
Critical Condition Monitoring (CCM) ___ Flood ___ Temperature		
Parallel Protection		
Open/Close Login		
Supervised Scheduled Open/Close		
ADT Entry Solutions		
Other Services		
Quality Service Plan (QSP)	\$7.00	
If Quality Service Plan (QSP) for Access is Declined Customer must initial here _____		
Preventative Maintenance/Inspections Per Year ___ 1 ___ 2 ___ 3 ___ 4 ___ 6 ___ 12		
Training		
Direct Connection Services		
Monthly Recurring Municipal Fee (Subject to change based on local law) ___ Customer to obtain and pay for municipal alarm use permit		
*The tax shown above for Taxable Amount and Sales Tax on Installation is only an estimate, the final amount will be calculated and detailed on your bill.		

On Site Services	Monthly Service Charge
Guard Response: ___ Interior ___ Exterior	
Other Pulse	\$ 44.99
Total Monthly Service Charge	\$51.99
ADT to obtain Electrical Permit	Initial Fee
Municipal Electrical Permit	
___ Customer to obtain and pay for initial/annual municipal alarm use permit. Failure to obtain and provide ADT with the municipal alarm use permit registration number could result in no municipal fire/police response to an alarm from the premises and/or a fine.	
Admin Fee	
Other Police Permit	
Installation Price	\$248.00
Taxable Amount (Leave blank if Owned By ADT)	
Non-Taxable Amount (Leave blank if Owned By ADT)	
Connection/Activation Fee	
Sales Tax on Installation*	\$22.01
Total Installation Charge	\$270.01
Trip Charge Received	
Deposit Received: 100% deposit required < \$500 Minimum 50% deposit required \$500+	\$270.01
Balance Due	

By signing this Contract, I authorize ADT to withdraw from my bank account and/or charge my credit/debit card provided to ADT through an Automated Clearing House ("ACH") for (i) Service Charges and Installation Charges as indicated below and (ii) Contract Termination Charges (see Paragraph C(2), Term and Payments, of the Important Terms and Conditions):

(X) Service Charges (if no billing period oval is filled, my recurring service charges will be charged monthly)

() Annually () Semi-Annually () Quarterly (X) Monthly

(X) Installation Charges

This authorization to withdraw from my bank account and/or charge my credit/debit card will remain in effect until the termination date of this Contract or until I cancel this Contract, whichever occurs first. I may revoke this authorization only by notifying ADT and my bank or credit card company at least 10 business days before the scheduled debit or charge. I agree to notify ADT of any other changes in my account information at least 15 days prior to the next billing date. If the date or amount of the withdrawal changes, or if Contract Termination Charges apply, ADT will notify me at least 15 days prior to the payment being collected. If a payment date falls on a weekend or holiday, payment may be executed on the next business day. Charges may be applied to my account each month as early as the transaction date. If an ACH transaction is rejected for non-sufficient funds (NSF), ADT may attempt to process the charge again within 30 days, and an NSF charge may apply. The origination of ACH transactions to my account must comply with the provisions of U.S. law. I am an authorized user of the bank account or credit card account provided to ADT for payment of charges under this Contract, and I will not dispute payments under this Contract from this account with my credit card company or bank so long as the amount corresponds to the terms of this Contract.

IMPORTANT TERMS AND CONDITIONS

A. EQUIPMENT.

1. **Equipment.** The equipment and accessories specified on the Order Details attached to this Contract and in Customer's purchase order, which are accepted subsequently by ADT (including additions, replacements and replacement parts), are referred to collectively as the "Equipment".

2. **Shipping.** All Equipment orders requiring shipping will be shipped FOB ADT or its supplier's facilities. Customer will pay all expenses, including insurance, for handling and transporting the Equipment from and to each facility and plans for any reason other than ADT error (in which event return of Equipment must be pursuant to an ADT Return Merchandise Authorization) or ADT's return or replacement of the Equipment without charge to Customer pursuant to warranty coverage or Quality Service Plan ("QSP").

3. **Ownership of Equipment.** Only the Equipment identified as "Customer Owned" on the Order Details accompanying this Contract will become the property of Customer upon payment of the Total Installation Charge indicated on page two (2). All other Equipment will remain property of ADT. ADT may remove or, upon written notice to Customer, abandon in whole or in part, all ADT-owned devices, instruments, appliances, cables, wiring, cable and other materials associated with the Equipment, upon termination of this Contract, without obligation to repair or replace any portion of Customer's premises upon such removal, and the removal or abandonment of such materials shall not be held to constitute a waiver of the right of ADT to collect any charges that have been accrued or may be accrued hereunder. ADT shall have no liability for loss due to water intrusion, mold, flood, wet or dry rot or bacteria.

4. **Authority.** Customer warrants that it: (a) has requested the Equipment specified in the Contract for its own use and not for the benefit of any third party; (b) owns the premises in which the Equipment is being installed or has been expressly authorized by the owner of the property to engage ADT to carry out the installation on the premises; and (c) will comply with all laws, codes and regulations pertaining to the use of the Equipment hereon.

5. **Customer Acceptance.** Customer acknowledges that: (a) ADT has explained the full range of protection, equipment and services available; and, (b) additional protection cover and above that provided herein is available from ADT; however, Customer desires and has contracted for only the Equipment and/or service(s) denoted in this Contract.

6. **Communication Facilities.** (a) Authorization. ADT may make requests for information, service or equipment in any respect on behalf of Customer to a telephone company, wireless carrier or other entity providing communication facilities or services for transmission of signals (the "Communication Authorization") under this Contract. Customer agrees that such telephone company's, wireless carrier's or other entity's liability is limited to the same extent ADT's liability is limited in Paragraph F of this Contract. (b) Digital Communicator. If a Digital Communicator is used to connect to ADT's Customer Monitoring Center ("CMC"), Customer will provide a connection through a telephone jack to a telephone service as may be required to operate the ADT alarm system or Equipment to provide the service. Such connection will be electrically first before any other telephone or Customer equipment, and will be located within 10 feet of the ADT alarm control panel. ADT will provide such connection at Customer's request and expense. (c) ADT'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN CUSTOMER'S PREMISES IS DEPENDANT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. ADT'S CMC CANNOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERRUPTED, INTERFERED WITH OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S COMMUNICATION FACILITIES OR TELEPHONE SERVICE FOR ANY REASON, INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL-BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC., OR CUSTOMER'S OWN PROPRIETARY TELECOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER PROPRIETARY TELECOMMUNICATION NETWORK, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES) ("NON-TRADITIONAL TELEPHONE SERVICE") INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES (THE BATTERY BACK-UP FOR ADT'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELEPHONE SERVICE); AND (2) ELECTRONIC FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT ADT WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL INSTALLATION AND THAT CHANGES IN THE TELEPHONE SERVICE'S DATA FORMAT AFTER ADT'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO ADT'S CMC. IF ADT DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, ADT WILL PROMPTLY ADVISE CUSTOMER TO USE HIS NON-TRADITIONAL TELEPHONE SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT ADT RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO ADT'S CMC REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF ADT DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN ADT REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO ADT AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO ADT'S CMC. ADT WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE, AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES TRADITIONAL TELEPHONE SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF THE NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT ADT MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION OR ENDORSEMENT ON THE PART OF ADT.

B. SERVICES. ADT agrees to provide the services indicated on page two (2), which may include any of the following ("Services").

1. **Installation Services.** As applicable, ADT agrees to install the Equipment, specified on the attached Order Details, in a professional manner, using qualified personnel, including all supplies and necessary labor to install the Equipment in accordance with this Contract and any applicable manufacturer specifications. ADT shall not be responsible for any delays in the delivery of Services, beyond its reasonable control. Installation Charges) are based on ADT performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charges) may be subject to revision. Customer agrees to comply with and ensure that Customer's premises comply with all applicable laws, codes or rules at all times during the term of this Contract. Customer further agrees that the alarm system has not been designed, programmed or installed pursuant to any law, code or rule that may be applicable to the premises, including but not limited to any code provisions of the National Fire Protection Association.

2. **Signal Receiving and Notification Service.** Signal Receiving and Notification Service shall be provided by ADT if this Contract includes a charge for Service. If an alarm signal registers at ADT's CMC, ADT shall endeavor to notify the appropriate Police or Fire Department and the designated representative of Customer. If a burglar alarm signal or fire signal registers at ADT's CMC, ADT at its sole discretion may endeavor to contact Customer's premises by telephone (or in the case of a burglar alarm signal only, by Two-Way Voice if such monitoring service has been elected by Customer) to verify that the alarm is not false. Failing to contact Customer promptly or questioning the nature of the response received upon such contact, ADT shall endeavor to notify the appropriate Police Department or Fire Department. Customer agrees that ADT shall have no liability pertaining to any Two-Way Voice communication or its publication. If a supervisory signal or trouble signal registers at ADT's CMC, ADT shall endeavor to notify the designated representative of Customer.

3. **Familiarization Period.** If Customer has not requested a 3-day "Familiarization Period" following installation for Customer to become familiar with the operation of the alarm system ("System"), then during this Familiarization Period Customer agrees that in the event any signal (including an alarm signal) of any nature registers at ADT's CMC, ADT shall not respond to any signals, endeavor to notify the authorities, endeavor to notify Customer or Customer's designated representative or undertake any other action with regard to any signal, whether or not due to an actual emergency, event.

4. **Alarm Verification Service.** If alarm verification service is being furnished, it is mutually understood and agreed that Equipment is being installed that, as to certain locations in the premises, will require the activation of two sensing devices, or a second activation of a single alarm sensor, or a continuous alarm event from a single sensor, in order for an alarm signal to be transmitted. Customer shall assume full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting Equipment at Customer's premises. Customer represents that any unit to be protected by ADT hereunder by sound or vibration detector systems has the minimum construction characteristics prescribed by Underwriters Laboratories, Inc. Customer agrees to test any ultrasonic, microwave, capacitance or other electronic Equipment designated prior to setting the System for closed periods, according to procedures prescribed by ADT, and to notify ADT promptly if such Equipment fails to respond to the test.

5. **Warranty Service.** If the transaction type is "Owned By Customer", any part of the System, including the wiring, installed under this Contract that proves to be defective in material or workmanship within ninety (90) days of the date of completion of installation will be repaired or replaced at ADT's option with a new or functionally equivalent part. Labor and material required to repair or replace such defective components will be free of charge for a period of ninety (90) days following the completion of the original installation. This Warranty does not apply to the "Conditions Not Covered by Warranty" listed below (the "Conditions") and if Customer calls ADT for service under the Warranty and upon inspection by ADT's representative it is found that one of these Conditions has led to the inoperability or apparent inoperability of the System, a charge will be made for the service call of ADT's representative whether or not he or she actually works on the System. Should it actually be necessary to make repairs to the System due to one of the Conditions, a charge will be made for such work at ADT's then-applicable rates for labor and material. Service will be furnished by ADT during ADT's normal working hours of 8:00 A.M. to 4:30 P.M. Monday through Friday, except holidays. Conditions Not Covered by Warranty: (a) Damage or extra service time resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not done by ADT, or fire or parts, accessories, attachments or other devices not furnished by ADT; (b) Customer's improper operation per instructions; (c) Adjustments necessitated by video camera misalignment, improper monitor brightness and contrast tuning dials, or inadequate lighting or viewing area; (d) Trouble due to interruption of commercial power to the phone service or use of Non-Traditional Telephone Service; (e) Battery failure; (f) Devices designed to fail in protecting the System, such as, but not limited to, fuse and circuit breakers; (g) System changes requested by Customer; and (h) any failure by Customer to keep Customer's premises in compliance with any applicable codes, regulations or laws.

Important Terms and Conditions (continued)

7. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING ADT'S NEGLIGENCE, SHALL BE REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. ADT SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL 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 OR CONTRACT BY ADT OR NEGLIGENCE OF ADT OR OTHERWISE.

6. Maintenance Service/Quality Service Plan ("QSP"). If Customer has purchased Maintenance Service or QSP on any of the Equipment ADT will upon Customer's request, provide ordinary maintenance and repair due to normal wear and tear and bear the expense thereof. The expense of all extraordinary maintenance and repair due to alterations in Customer's premises, alterations of the System made at the request of Customer, or made necessary by changes in Customer's premises, damage to the premises or to the System or to any cause beyond the control of ADT shall be borne by Customer. Customer agrees to furnish any necessary electric current through Customer's meter and at Customer's own expense with an outlet within 10 feet of the ADT Control Panel. It is mutually agreed that the work of installation and ADT's repair of the System shall be performed during ADT's normal working hours of 8:00 A.M. to 4:30 P.M., Monday through Friday, except holidays.

*** EXCLUSIONS.** Maintenance on the following devices will be provided only on a time and material basis: (1) windows; (2) security screens; (3) exterior-mounted devices; (4) PROM (Programmable Read Only Memory); (5) Equipment subject to the Conditions Not Covered by Warranty listed in Paragraph B(5) above; and (6) computer hardware, software or computer networks.

It is understood and agreed that ADT's obligation relates to the maintenance solely of the specific Equipment covered under the Maintenance Service Contract, and that ADT is in no way obligated to maintain, repair, service, replace, operate or advise the operation of any device or devices of Customer or of others not installed by ADT. If not contacted for before the expiration of the Warranty, ADT will enter into a Maintenance Service Contract only after inspecting the System and making any necessary repair or replacements to the System at a charge to Customer for labor and/or material at ADT's then-prevailing rate.

*** INSPECTIONS.** ADT will provide the number of inspections of the System only as specified in this Contract, and such inspections shall be performed during ADT's normal working hours of 8:00 A.M. to 4:30 P.M., Monday through Friday, except holidays and subject to "EXCLUSIONS" set forth above for maintenance.

7. Investigator Response Service. If Investigator Response Service is being furnished under this Contract, the service provided shall be according to the level selected as follows:

*** Level 1 - Exterior Investigation:** Upon receipt of a burglar alarm signal from Customer's premises, ADT, in addition to notifying the Police Department as indicated above, will endeavor to notify Customer's designated representative and also endeavor to dispatch a representative to Customer's premises. The representative will make an investigation of the exterior of the premises from his or her vehicle. At the conclusion of the representative's investigation, ADT will notify Customer's designated representative of the results of the investigation.

*** Level 2 - Interior Investigation:** Upon receipt of a burglar alarm signal from Customer's premises, ADT, in addition to notifying the Police Department as indicated above, will endeavor to dispatch a representative. The representative will conduct an exterior investigation and then enter Customer's premises with keys that must be provided by Customer and make an interior investigation. However, if there is evidence of an attack, the ADT representative will terminate the investigation until the police arrive. Customer's representative will then be notified if there has been an attack. Otherwise, a notice of the alarm will be left at the control panel.

* For either level of investigation, Customer authorizes, and directs ADT to cause the arrest of any person or persons unauthorized to enter the premises, and to hold them until released by Customer or an authorized law representative, and in such cases to indemnify ADT against any liability, cost or expense in consequence of such arrest.

* If Customer requests that the ADT representative remain at the premises pending Customer's arrival, and ADT agrees to comply, Customer will be charged at ADT's then-current rate for such services.

8. Intrusion Detection or Watchman's Reporting Service. If this Contract provides for Intrusion Detection Service or Watchman's Reporting Service, the service will be provided in accordance with the terms of a separate Rider, which shall be attached hereto and made a part of this Contract.

9. Parallel Protection 34 - If this Contract provides for Parallel Protection Services, Customer acknowledges that the alarm dealer with whom Customer has contracted (the "Alarm Service Provider") has contracted with CONNECT 24 Wireless Communications Inc. ("CONNECT 24") to transport alarm signals from Customer's premises to a monitoring station via a cellular communications network. The alarm signals are transported using a proprietary cellular technology developed by Cellemetry, LLC and its affiliated companies ("Cellemetry") and known as the "Cellemetry Services," which utilizes certain other proprietary cellular technology developed by BellSouth Wireless, Inc. ("BellSouth") CONNECT 24 under the Cellemetry Service available to the Alarm Service Provider by contracting with cellular service providers operating cellular networks covering the location of Customer's premises ("Associated Cellular Carriers"). CONNECT 24, Cellemetry, BellSouth and the Associated Cellular Carriers are collectively referred to herein as the "Cellemetry Providers." Customer acknowledges that Customer's contractual relationship is with the Alarm Service Provider and not with any of the Cellemetry Providers and that the Cellemetry Service is provided by the Cellemetry Providers without warranty and subject to the following limitations of liability: **EXCEPT AS LIMITED BY LAW, THE LIABILITY OF THE CELLEMETRY PROVIDERS FOR ANY LOSS OR DAMAGE ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE CELLEMETRY SERVICE OR TRANSMISSION OF THE CELLEMETRY SERVICE OR FOR LOSSES OR DAMAGES ARISING OUT OF THE FAILURE OF THE CELLEMETRY PROVIDERS TO MAINTAIN PROPER STANDARDS OF MAINTENANCE AND OPERATION SHALL NOT EXCEED THE GREATER OF THE AMOUNT PAID BY THE CUSTOMER FOR THE CELLEMETRY SERVICE OR \$250.00. NONE OF THE CELLEMETRY PROVIDERS SHALL HAVE ANY LIABILITY FOR ANY MISTAKE, OMISSION, INTERRUPTION OR DEFECT THAT DOES NOT LAST FOR AT LEAST 24 HOURS, NONE OF THE CELLEMETRY PROVIDERS SHALL BE LIABLE FOR ANY MISTAKE, OMISSION, INTERRUPTION OR DEFECT IN THE CELLEMETRY SERVICE CAUSED BY THE NEGLIGENCE OR WILLFUL ACT OF THE DEALER, CUSTOMER, PARTIES OTHER THAN THE CELLEMETRY PROVIDERS OR WHEN CAUSED BY ACTS OF GOD, FIRE, WAR, RIOTS, GOVERNMENT AUTHORITIES, DEFAULT OF SUPPLIER OR OTHER CAUSES BEYOND THE CONTROL OF THE CELLEMETRY PROVIDERS, INCLUDING WITHOUT LIMITATION DEFECT IN OR FAILURE OF EQUIPMENT PROVIDED BY THE DEALER OR ANY PARTY OTHER THAN THE CELLEMETRY PROVIDERS, NONE OF THE CELLEMETRY PROVIDERS SHALL HAVE ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFAULT OR BREACH OF DUTY BY THE CELLEMETRY PROVIDER. THE CELLEMETRY SERVICE IS PROVIDED WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY THAT THE CELLEMETRY SERVICE IS FIT FOR ANY PARTICULAR PURPOSE. ANY PRODUCTS MANUFACTURED BY CELLEMETRY PROVIDERS ARE SUBJECT TO THE FOLLOWING LIMITED WARRANTY: THE CELLEMETRY PROVIDERS' PRODUCTS ARE WARRANTED AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FOLLOWING THE DATE OF PURCHASE. THE CELLEMETRY PROVIDERS' OBLIGATION UNDER THIS LIMITED WARRANTY IS LIMITED TO REPAIRING OR REPLACING WITH RECOMMENDED PARTS, AT ITS OPTION, ANY PRODUCT PROVEN TO BE DEFECTIVE IN MATERIALS OR WORKMANSHIP UNDER NORMAL USE. DEFECTIVE PRODUCTS SHOULD BE RETURNED TO THE ALARM SERVICE PROVIDER TO OBTAIN WARRANTY SERVICE OR REPLACEMENT. THE CELLEMETRY PROVIDERS SHALL HAVE NO OBLIGATION UNDER THIS LIMITED WARRANTY IF ITS PRODUCTS ARE ALTERED OR IMPROPERLY REPAIRED OR SERVICED BY ANY PARTY OTHER THAN THE RELEVANT CELLEMETRY PROVIDER. EXCEPT AS SET FORTH HEREIN, THE CELLEMETRY PROVIDERS ARE PROVIDING THEIR PRODUCTS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY THAT THE PRODUCTS ARE FIT FOR ANY PARTICULAR PURPOSE.**

10. ADT Select DataSource.SM - If purchased by Customer, the ADT Select DataSource will allow Customer to view their monitoring account activity online.

11. Interactive Video/Audio Alarm Verification. If purchased by Customer, ADT will provide CMC monitoring, consisting of a video and/or audio notification link, solely between those areas within the physical confines of Customer's premises to which the camera(s) has an unobstructed view and to which the microphone(s) has unobstructed audio reception ("ADT Interactive Video Monitoring Services"). Upon ADT's receipt of electronic alarm signals from Customer's premises, ADT will endeavor to notify the appropriate law enforcement agency and report the signal under ADT's signal receiving and notification protocol as a "Hold Up" signal received from that location. (b) Upon receipt of a Burglar Alarm signal from Customer's premises and establishment of video and/or two (2)-way audio communication, and if ADT in its sole opinion determines, based on the video and/or audio communication, that: (1) A criminal activity is taking place in Customer's premises, ADT will endeavor to notify the appropriate law enforcement agency and report the signal under ADT's signal receiving and notification protocol as a "Burglar" signal received from that location and then endeavor to notify the person(s) on Customer's Emergency Contact List; (2) No criminal activity is taking place, ADT's response shall be limited to, at ADT's sole discretion, endeavoring to make the following verbal statement or equivalent statements over the audio system: "This is security. Please state your name and business purpose at this location."

12. Password. ADT shall endeavor to obtain Customer's name and password. If the proper information is not received, ADT shall endeavor, at its sole discretion, to notify the appropriate law enforcement agency or, if directed in writing by Customer, to attempt to contact Customer and/or someone on Customer's Emergency Contact List by telephone/Fax/Way Voice to confirm that the alarm is not false. If ADT fails to contact Customer or someone on Customer's Emergency Contact List or if ADT questions the response it receives upon such contact, ADT shall endeavor to notify the appropriate law enforcement agency and then endeavor to notify the person on Customer's Emergency Contact List. If the proper password is received, ADT shall not be required to take further action, except to endeavor to notify the person(s) on Customer's Emergency Contact List. ADT may, at its sole discretion, change the content of any audio statements or announcements set forth above and engage in dialogue with persons on Customer's premises as and when ADT deems it warranted and ADT shall have no liability for any statements made, any dialogue conducted or for any delay in determining whether an activity is or is not criminal or a misrepresentation as to whether an activity is or is not criminal.

C. TERM and PAYMENTS.

1. Installation Charges. Customer agrees to pay ADT the Total Installation Charges, detailed on page one (1) of this Contract, plus any applicable sales tax as a precondition to activation of the Equipment and/or System and, if applicable, connection to ADT's CMC to any other Service(s).

A. Cancelled Installation. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24 hours prior to dispatch or if ADT's representative is sent to Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or necessary components.

Important Terms and Conditions (continued)

2. Term and Payments. For the Services provided under this Contract, Customer agrees to pay, in advance, the Total Monthly Service Charge detailed on page one (1) of this Contract plus applicable state and/or local taxes, for three (3) years (the "Initial Term") and agrees that ADT has relied on Customer's three (3) year commitment in declining to enter into this Contract. The Initial Term shall begin on the date such Service is operative under this Contract. After the Initial Term, this Contract shall automatically renew on an annual basis unless terminated by either party upon written notice at least 30 days prior to the anniversary date. If Customer would like to discuss available options before renewing service, Customer can call ADT at 800.327.1343. If Customer fails to pay any amounts when due under this Contract, ADT shall have the right to charge Customer a late fee and/or interest on the unpaid amount. If Customer terminates the Contract during its Initial Term, termination will be effective at the end of the subsequent monthly billing period following receipt of Customer's termination notice. Additionally, if Customer terminates this Contract during its Initial Term or if ADT cancels this Contract during its Initial Term for a reason set forth in Paragraph 1 (A)(b) below, Customer agrees to pay, in addition to any outstanding bills and charges for Service(s) rendered prior to termination, 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Contract as an alternative to Customer having to pay the full remaining charge(s). This amount is a contract termination charge and is not a penalty. ADT shall have the right to increase Annual Service Charge(s) after one (1) year. Additionally, Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication or signal transmission company such as false alarm, permitting or connection fees, or fees related to reprogramming alarm controls or other devices to comply with area code, signal transmission, numbering or other charges relating to the installed Equipment and/or Service(s) provided under this Contract.

3. Fees and Permits. If ADT is required to obtain any local permit or license to enable it to install the Equipment at Customer's site, Customer will reimburse ADT for any related fees or charges.

4. Cancellation. (a) ADT may cancel this Contract and discontinue any Service(s) if: (i) ADT's CMC is substantially damaged by fire or catastrophe or if ADT is unable to obtain any consents or privileges required to transmit signals between Customer's premises, ADT's CMC or the Municipal Fire or Police Department or other first responder; (ii) Customer fails to follow ADT's recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or Maintenance Service QSP; (iii) Customer's failure to follow the operating instructions provided by ADT results in an undue number of false alarms or System malfunction; or (iv) to ADT's sole opinion, the premises in which the System is installed are unsafe, unsuitable or so modified or altered after installation as to render continuation of Service(s) impractical or impossible. Under these situations described immediately above, ADT will not be liable for any damages or subject to any penalty as a result of any such cancellation, nor will ADT assess contract termination charges as described in Paragraph C(2) above. (b) If Customer fails to pay amounts when due, charged to a telephone communications service unsuitable for alarm signal transmission or fails to comply with any other obligation under this Contract, ADT may cancel this Contract and assess contract termination charges as described in Paragraph C(2) above. Customer agrees to pay all costs, expenses and fees of ADT's enforcement of this Contract, including collection expenses, court costs and attorney fees (except in California, where both parties to this Contract agree to bear their own court costs and attorney fees). If ADT terminates this Contract due to Customer's failure to honor any term of this Contract and ADT has incurred costs before payment in full is received for all Installation Charges, ADT may deduct its costs from any repair Customer provided to ADT, in addition to any other legal remedy available.

D. CUSTOMER RESPONSIBILITIES. Customer agrees to provide and be obligated by the following:

1. Site Preparation, Installation and Restoration. Customer will provide electrical power and materials necessary for supplying high voltage power to the Equipment in accordance with ADT's specifications, telephone connections, network drops and any required conduit, wire mold or other raceway unless otherwise noted herein. Customer shall also be responsible for any required IP address assignments and additional network software licensing. The installation of Equipment may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. ADT shall not be responsible for any expenses related to patching, floor or wall finishing, in part, in whole or wallpaper rewalling, restoration or replacement resulting from installation or service of the Equipment. ADT will not be responsible for degradation of the Equipment performance caused by interfering electrical emissions generated from the operation of auxiliary equipment or fixtures at or near Customer's location. ADT will not be liable for any loss, damage or injury to the Equipment, Customer, its employees or agents or any other person caused by the use of non-conforming supplies, components or replacement parts. ADT will not be required to make any adjustment, replacement or repair under any applicable warranty or QSP coverage if Customer uses non-conforming supplies, components or replacement parts in conjunction with the Equipment.

2. Special Equipment Requirements. If Customer requires installation or service of Equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at Customer site require special equipment for installation or service, Customer will either provide such equipment or will reimburse ADT for any applicable charges or fees.

3. Video Equipment. (a) Equipment Requirements. Customer will provide: (i) adequate illumination under all operational conditions for the proper operation of any video cameras; and (ii) the appropriate space for monitors and any recorders. (b) Audio Monitoring/Recording. Certain laws may limit or prohibit the use of video with audio. If Customer elects to install video with audio on its premises, Customer also accepts the responsibility of knowing and fully complying with all applicable laws.

4. Equipment Software. Any software provided with the Equipment or in connection with the Services is proprietary to ADT and/or ADT's supplier(s) and is licensed or sublicense to Customer on a non-exclusive basis. Customer may not: (a) disclose the software or source code to any third parties; (b) duplicate, reproduce or copy all or any part of the software; or (c) use the software on equipment other than with the designated Equipment with which it was furnished. A separate Software License Agreement or End User License Agreement between ADT and/or the software publisher may be required to use the software and/or obtain updates/upgrades.

5. Ownership and Security of Equipment. Until Customer has paid ADT in full, Customer: (a) grants to ADT a security interest in the Equipment and all proceeds thereof; (b) will not (i) sell, lease, pledge, encumber, lease or relinquish possession or control of the Equipment; (ii) make or cause to be made any alteration, attachment or repair to the Equipment other than by ADT; or (iii) remove the Equipment from the installed location; (c) will bear all risk of damage to, or loss or theft of, the Equipment while it is in Customer's possession or control; and (d) will hold the Equipment as personal property and not cause or permit any Equipment to become permanently affixed to any real property.

6. Because of the inherent possibilities of human error, mechanical and electrical defects, maladjustments and breakdowns, ADT cannot and does not guarantee or warrant the proper or effective working of the video and audio equipment or all times. Customer shall be responsible for providing for the camera(s) have an unobstructed view and the microphone(s) have unobstructed audio reception of Customer's premises. This service may include the recording of video during connection to Customer at the ADT CMC and may include audio recording from site during connected periods. Customer acknowledges this recording will be done and agrees to fully and conscientiously notify them on-site personnel, employees and any other person on Customer's premises of this fact by legible signs and other approved communications. Customer shall indemnify and save harmless, and at its own cost and expense defend ADT from and against any and all damages, liabilities and costs or expense of any kind growing out of or by reason of any photograph, video recording or audio recording, including but not limited to causes of action for personal injury, false arrest, false imprisonment and malicious prosecution. IN ADDITION, CUSTOMER SHALL INDEMNIFY AND SAVE HARMLESS, AND AT ITS OWN COST AND EXPENSE DEFEND ADT FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITY AND COSTS OR EXPENSE OF ANY AND EVERY KIND GROWING OUT OF OR BY REASON OF ANY VIDEO OR AUDIO RECORDINGS TAKEN BY SUCH VIDEO/AUDIO EQUIPMENT OR FOR ANY REASON OUT OF THE RELEASE, REPRODUCTION, CIRCULATION, PUBLICATION OR EMPLOYMENT OF ANY SUCH VIDEO/AUDIO RECORDINGS BY ANYONE, INCLUDING BUT NOT LIMITED TO ANY CAUSE OF ACTION FOR PERSONAL INJURY, FALSE ARREST OR IMPRISONMENT OR MALICIOUS PROSECUTION.

7. Customer acknowledges and agrees that: (a) ADT may transmit, record, store, provide and receive unencrypted data and images via the Internet in the course of performing Services hereunder ("Transmissions"), including but not limited to live pictures and video of Customer's premises; and (b) ADT cannot (and does not warrant, assure or guarantee the integrity, accuracy, confidentiality or security of any Transmission of or from any unauthorized or unexpected use, disclosure, corruption, interception or otherwise (collectively, "Security Risks"). Customer hereby assumes and releases ADT of and from all Security Risks and any and all damages and liability therefor.

8. ADT may provide Customer with stickers, signs or other notices regarding the Services (collectively, "Signs"), including but not limited to Signs indicating that ADT or Customer may be remotely monitoring or recording the premises. Customer shall prominently and permanently display and affix all such Signs at and upon each premise. Notwithstanding the foregoing, Customer shall be (and remain) responsible for the sufficiency and enforceability of such Signs.

9. Telecom charges, both installation and ongoing, for the delivery of ADT Interactive Video Monitoring Services are the sole responsibility of the Customer.

10. Export Control. Customer shall not export or re-export, directly or indirectly, any: (a) product to service provided under this Contract; (b) technical data; (c) software; (d) information; or (e) items acquired under this Contract to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations, and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save harmless ADT from and against all third-party claims, liability, loss or damage (including reasonable attorney's fees and other defense costs), assessed against or suffered by ADT as a result of an allegation or claim of noncompliance by Customer with this paragraph. The obligation contained in this paragraph shall survive the termination or expiration of this Contract.

E. LIMITATIONS ON LIABILITY.

1. ADT IS NOT AN INSURER. THE AMOUNTS ADT CHARGES CUSTOMER ARE NOT INSURANCE PREMIUMS. SUCH CHARGES ARE BASED UPON THE VALUE OF THE SERVICES, SYSTEM AND EQUIPMENT ADT PROVIDES AND ARE UNRELATED TO THE VALUE OF CUSTOMER'S PROPERTY, ANY PROPERTY OF OTHERS LOCATED IN CUSTOMER'S PREMISES, OR ANY RISK OF LOSS ON CUSTOMER'S PREMISES.

2. ADT'S SERVICES, SYSTEMS AND EQUIPMENT DO NOT CAUSE AND CANNOT ELIMINATE OCCURRENCE OF THE EVENTS THEY ARE INTENDED TO DETECT OR AVERT. ADT MAKES NO GUARANTEE OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. ACCORDINGLY, ADT DOES NOT UNDERTAKE ANY RISK THAT CUSTOMER'S PERSON OR PROPERTY, OR THE PERSON OR PROPERTY OF OTHERS, MAY BE SUBJECT TO INJURY OR LOSS IF SUCH AN EVENT OCCURS. THE ALLOCATION OF SUCH RISK REMAINS WITH CUSTOMER, NOT ADT. INSURANCE, IF ANY, COVERING SUCH RISK SHALL BE OBTAINED BY CUSTOMER. ADT SHALL HAVE NO LIABILITY FOR LOSS, DAMAGE OR INJURY (BE DIRECTLY OR INDIRECTLY TO EVENTS, OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEM OR SERVICES ARE INTENDED TO DETECT OR AVERT. CUSTOMER SHALL LOOK EXCLUSIVELY TO ITS INSURER AND NOT TO ADT TO PAY CUSTOMER IN THE EVENT OF ANY SUCH LOSS, DAMAGE OR INJURY. CUSTOMER RELEASES AND WAIVES FOR ITSELF AND ITS INSURER ALL SUBROGATION AND OTHER RIGHTS TO RECOVER FROM ADT ARISING AS A RESULT OF PAYING ANY CLAIM FOR LOSS, DAMAGE OR INJURY OF CUSTOMER OR ANOTHER PERSON.

Important Terms and Conditions (continued)

3. **IF NOTWITHSTANDING THE PROVISIONS OF THIS PARAGRAPH E, ADT IS FOUND LIABLE FOR LOSS, DAMAGE OR INJURY UNDER ANY LEGAL THEORY DUE TO A FAILURE OF THE SERVICES, SYSTEM OR EQUIPMENT IN ANY RESPECT, ITS LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO 10% OF THE ANNUAL SERVICE CHARGE OR \$1,000, WHICHEVER IS GREATER, AS AGREED UPON DAMAGES AND NOT AS A PENALTY, AS CUSTOMER'S SOLE REMEDY. THIS WILL BE THE SOLE REMEDY BECAUSE IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGES, IF ANY, WHICH MAY RESULT FROM ADT'S FAILURE TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS CONTRACT. IF CUSTOMER REQUESTS, ADT MAY ASSUME GREATER LIABILITY BY ATTACHING A RIBBON TO THIS CONTRACT STATING THE EXTENT OF ADT'S ADDITIONAL LIABILITY AND THE ADDITIONAL CHARGES. CUSTOMER WILL PAY FOR ADT'S ASSUMPTION OF SUCH GREATER LIABILITY. HOWEVER, SUCH ADDITIONAL CHARGES ARE NOT INSURANCE PREMIUMS, AND ADT IS NOT AN INSURER EVEN IF IT ENTERS INTO SUCH A RIBBON.**

4. **THE PROVISIONS OF THIS PARAGRAPH E SHALL APPLY NO MATTER HOW THE LOSS, DAMAGE OR INJURY OR OTHER CONSEQUENCE OCCURS, EVEN IF DUE TO ADT'S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT OR FROM NEGLIGENCE (ACTIVE OR OTHERWISE), STRICT LIABILITY, VIOLATION OF ANY APPLICABLE CONSUMER PROTECTION LAW OR ANY OTHER ALLEGED FAULT ON THE PART OF ADT, ITS AGENTS OR EMPLOYEES, IF ANY OTHER PERSON, INCLUDING CUSTOMER'S SUBROGATING INSURER, MAKES ANY CLAIM OR FILES ANY LAWSUIT AGAINST ADT IN ANY WAY RELATING TO (I) THE SERVICES, SYSTEM OR EQUIPMENT THAT ARE THE SUBJECTS OF THIS CONTRACT, OR (II) ANY INACCURACIES IN ANY CUSTOMER INFORMATION, INCLUDING ANY CONTACT INFORMATION, PROVIDED BY CUSTOMER TO ADT IN ANY BACHE FOR ADT OR ITS REPRESENTATIVES TO COMMUNICATE WITH CUSTOMER FOR ANY REASON, INCLUDING TELEPHONE CALLS, TEXT MESSAGES OR EMAIL'S REGARDING ADT SERVICES OR NEW ADT OR THIRD-PARTY PRODUCTS AND SERVICES. THEN CUSTOMER SHALL INDEMNIFY AND HOLD ADT HARMLESS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES.**

5. **NO SUIT OR ACTION SHALL BE BROUGHT AGAINST ADT AFTER THE SHORTER OF (I) ONE YEAR AFTER THE DATE OF LOSS OR (2) THE TIME ALLOWED BY LAW.**

6. **THE PROVISIONS OF THIS PARAGRAPH E SHALL APPLY TO AND BENEFIT ADT AND ITS AGENTS, EMPLOYEES, CONTRACTORS, SUBSIDIARIES, AFFILIATES, PARTNERS (BOTH DIRECT AND INDIRECT) AND AFFINITY MARKETERS, IF THIS CONTRACT PROVIDES FOR A DIRECT CONNECTION TO A MUNICIPAL POLICE OR FIRE DEPARTMENT OR OTHER ORGANIZATION, THEN THAT DEPARTMENT OR OTHER ORGANIZATION MAY ALSO INVOKE THE PROVISIONS OF THIS PARAGRAPH E AGAINST ANY CLAIMS DUE TO ANY FAILURE OF SUCH DEPARTMENT OR ORGANIZATION.**

F. **VIDEO EQUIPMENT.** Customer will provide adequate illumination under all operational conditions for the proper operation of the closed-circuit television camera and will provide the 110 AC power supply where required as well as sufficient space for monitors.

G. **DIRECT CONNECTION MONITORING.** If this Contract provides for a direct connection to the Municipal Police, Fire Department or any other agency, it is mutually understood and agreed that signals transmitted hereunder will be monitored in Municipal Police and/or Fire Departments or other agency and that the personnel of such Municipal Police and/or Fire Departments or other agency are not the agents of ADT, nor does ADT assume any responsibility for the manner in which such signals are monitored for the response, if any, to such signals.

H. **HAZARDOUS MATERIALS.** In all cases except when the project involves new construction, Customer represents and warrants that to the best of Customer's knowledge, the work site is free of any hazardous materials. The term "hazardous materials" shall include but not be limited to asbestos, asbestos-containing material, polydimethylsiloxane ("PDMS"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, ADT will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend and hold ADT, its officers, directors and agents harmless from any damages, claims, injuries or liabilities resulting from the exposure of ADT's employees, contractors or subcontractors to hazardous materials at the work site, provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by ADT.

I. **DELAYS.** ADT assumes no liability for delays in installation of the Equipment or for the consequences therefrom, however caused, or for interruptions of service or for the consequences therefrom due to strikes, riots, floods, acts of God or any causes beyond the control of ADT, and will not be required to supply service to Customer while interruption of services continues.

J. **ASSIGNMENT; ENFORCEABILITY.** This Contract is not assignable by Customer except upon written consent of ADT first being obtained. ADT shall have the right to assign this Contract or to subcontract any of its obligations under this Contract without notice to Customer. If any of the provisions of this Contract shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

K. **SYSTEM SOFTWARE; NETWORK CONNECTIONS.** Any software provided with the System or in connection with the Services is proprietary to ADT and/or ADT's suppliers and is licensed or sub-licensed to Customer on a non-exclusive basis. Customer may not (a) disclose the software or source code to any third party, (b) duplicate, reproduce or copy all or any part of the software or (c) use the software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between ADT and/or the software publisher may be required to use the software and/or obtain updates/updates. If the installed Equipment is to be connected to Customer's computer network ("Network"), ADT will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network, according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security or firewall settings. ADT shall not be responsible for the setup, operation or maintenance of the Network or Network performance or compatibility issues. ADT may assess additional charges if ADT is unable to connect to the Network, or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment.

L. **ENTIRE AGREEMENT.** This Contract constitutes the entire agreement between Customer and ADT. In executing this Contract, Customer is not relying on any advice or advertisement of ADT. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in writing in this Contract shall not be binding upon any party, and that the terms and conditions hereof apply as printed without alteration or qualification, except as specifically modified in writing. The terms and conditions of this Contract shall govern notwithstanding any inconsistent or additional terms and conditions on any purchase order or other document submitted by Customer.

M. **ELECTRONIC MEDIA; PERSONAL INFORMATION.** ADT may scan, merge or otherwise convert this Contract into an electronic format of any nature. A copy of this Contract electronic format is legally equivalent to the original for any and all purposes, including litigation. The personal information about Customer and third parties that Customer provided to ADT is true, and complete, and Customer will notify ADT without delay of any change to this information. Customer consents to ADT's use of Customer's personal information and that of third parties that Customer provided for the purpose of monitoring, setting up and administering Customer's security Services (including credit approval, inventory collection and to provide Customer with information on new services or equipment). Customer has obtained the consent of the third parties, whose personal information Customer provided to ADT, to use such personal information for the administration of Customer's account with ADT and as provided in this Contract. ADT may collect (including Customer's consent to record Customer's telephone conversations with ADT representatives), use, disclose and transfer Customer's personal information, and that of third parties provided by Customer, to ADT's parents, affiliates, subsidiaries and its successor corporations, any sub-contractor or assignee of this Contract or any applicable authority having jurisdiction that requests such information to administer alarm monitoring services or alarm system license, permit or similar programs.

N. **LICENSE INFORMATION:** All Comptons against licenses may be directed to the Alabama Electronic Security Board of Licensure, 7916 Vaughn Rd., Montgomery 36116, (334) 264-9388, AK 37950, 5529 Lake Ochs Pkwy., Anchorage, AK 99507, AR E12-041, Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Polite Plaza Dr., Little Rock, AR 72209, (501) 618-8600; AZ ROC 279591; CA ACO7153, alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814, 974443, PPO# 7232, C.F.B.C. 0106069-US, DC FC 590274; FL EP0001121, GA LV A268265, 203326, 205572, 205679, 205878, LVU405673, 004349; HI CT-32297; ID ELI-SC-2643; IL 124001792; LA F 1639, F 1640, F 1643, F 1654, F 1655, MA 172C, MI 3601, 206258, 5103298, 4182 Pier North Dr. Ste. 14, Farm, MI 48504, MN TSO-60231, NC 23342, 25612, 25620, 25630, 25640, 25650, 25660, 25670, 25680, 25690, 25700, 25710, 25720, 25730, 25740, 25750, 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Order Details

E5400UE02

Pulse

Item	Owned By	Install	Monthly
[8600 BUSI] - TS Premise Control (Tier 1)	ADT	\$598.00	\$51.99
1 [TSSBU311011U] - Base Unit/W PWR Supply/BATT, White			
1 [TSSBU310031U] - TSSC Transformer			
1 [TSSCC310031U] - TSSC 3G Cell Radio w/ATT&T SIM			
1 [TSSKP311011U] - TS Keypad			
1 [300-03866] - Battery, Riask2, 7.2V, NIMH			
1 [300-06868] - Replacement 24-Hr Battery For Keypad			
1 [5800PIR-COM] - SafeWatch Pro Wireless Motion Detector			
2 [5817CBXT] - Wireless Window/Door Contact, Commercial			
1 [TSSKP310021U] - WALL MOUNT ACCESSORY for TSSC-KP -grey			
1 [TSSKP310051U] - INWALL PWR CABLE FOR KEYPAD			
	Discounts	\$-350.00	
	Package Totals	\$248.00	\$51.99
Taxes*			
Installation Taxes		\$22.01	
Monitoring Taxes			\$3.99
QSP Taxes			\$0.62
Order Total		\$270.01	\$56.60

*The tax amounts shown are only estimates; the final amount will be calculated and detailed on your bill