

**ALARM MONITORING SERVICE AGREEMENT**  
(For Range Telecommunications Alarm Systems)

1. Range Corporation of 2342 US 41 West, Marquette, Michigan upon receipt of a signal indicating an emergency condition from Subscriber's premises shall make every reasonable effort to transmit notification of the condition promptly to the authorities indicated and/or to the person or persons whose names and telephone numbers are set forth in the Notification Instructions, or as may be changed on written notification by the Subscriber from time to time.

2. Subscriber shall properly test System and shall immediately report to Range Corporation any claimed inadequacy in, or failure of System. Subscriber also shall refrain from causing false alarms through careless or malicious use of the System.

3. This agreement shall continue until terminated by Range Corporation or by written request by the Subscriber. In the event Subscriber fails or refuses to make payment for services furnished or to be furnished to the Subscriber, or Range Corporation is otherwise prevented from offering said monitoring services by governmental law or regulation, Range Corporation will give Subscriber at least fifteen (15) days notice of termination of services to Subscriber. Upon giving such notice, this agreement and all of Range Corporation's responsibilities shall come to an end as if the date fixed in such notice was the end of the term fixed in the agreement between Subscriber and Range Corporation. Neither Range Corporation nor Subscriber shall have any claims against the other as a result of such termination; however, Range Corporation may assert its claim for the value of services rendered prior to such termination date. This agreement may also be suspended at Range Corporation's option, should System cause so many false alarms, become so disabled or so substantially damaged that further service is impractical in Range Corporation's sole judgment.

4. (a) Range Corporation assumes no liability for delay in installation of System, or interruption of service due to strikes, floods, fires, acts of God or for any causes beyond Range Corporation's control, including interruption or delay of telephone service.

(b) Range Corporation shall not be obligated to perform any monitoring services or alerting services hereunder during any time when telephone company circuits or equipment are not working, since signals to Range Corporation and communications from Range Corporation are transmitted solely by means of telephonic circuits.

(c) Range Corporation shall not be liable for any loss or damaged caused by defect or deficiencies in the System nor shall Range Corporation incur any liability for delay in response or non-response of organizations or individuals to be notified by Range Corporation.

Subscriber understands and agrees that Range Corporation's responsibility ends with Range Corporation's notification of the authorities and/or other persons set forth in the Notification Instructions, and Range Corporation is not responsible for coordination, verifying or following up on the response of such authorities and/or other persons to the emergency conditions to which they have been alerted.

**5. RANGE CORPORATION DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THOSE OF MERCHANT-ABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT ITS SERVICES WILL AVERT, DETER OR PREVENT ANY LOSS.**

6. (a) Range Corporation's monitoring services to Subscriber shall commence only after Range Corporation has received a completed Alarm Monitoring Service Agreement and Notification Instructions for System and a "start date" has been verified. Subscriber shall notify Range Corporation immediately of any change in such Notification Instructions.

(b) Oral instructions for any non-emergency alarm monitoring changes, whether temporary or permanent, can be made with prior approval by any person so designated by the Subscriber. However, Range Corporation will not be held responsible for oral instructions. It is the Subscriber's responsibility to make any temporary or permanent changes in writing to Range Corporation.

7. It is understood and agreed by and between the parties that if there is any conflict between this agreement and Subscriber's Purchase Order or any other document, then this agreement will govern.

8. (a) It is understood by and between the parties that Range Corporation is not an insurer nor is this agreement intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, will be obtained by Subscriber. Range Corporation is being paid to monitor a system designed to reduce certain risks of property damage and/or injury or death to persons, and the amounts being charged by Range Corporation for services to Subscriber are not sufficient to guarantee that no property damage and/or injury or death to persons will occur. Subscriber agrees that Range Corporation shall not be liable for property damage and/or injury or death to persons, due directly or indirectly to any occurrence and consequences that the monitoring service is designed to reduce or avert.

(b) Subscriber agrees that from the nature of the services to be performed, it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the failure on the part of Range Corporation to perform any of its obligations hereunder. If Range Corporation should be found liable for property damage and/or injury or death to persons due to failure on the part of Range Corporation or its equipment, in any respect, its liability shall be limited to an amount equal to six (6) times the monthly charge billed by Range Corporation for monitoring services to the Subscriber or the sum of \$250.00, whichever sum shall be less, as liquidated damages and not as a penalty, and this liability shall be exclusive.

(c) Subscriber agrees to and shall indemnify and save harmless Range Corporation, its employees and agents from and against all third party claims, lawsuits, and losses, alleged to be caused by Range Corporation's nonperformance of the obligations set forth by the terms of this agreement, or from negligence, active or otherwise. Subscriber further for himself, and any parties claiming under him, does hereby release and discharge Range Corporation from and against all hazards covered by Subscriber's insurance. Subscriber hereby waives all claims against Range Corporation arising out of such hazards, including any right of subrogation by Subscriber's insurance carrier, and Subscriber shall promptly notify his insurance carrier.

9. This agreement is made in and shall be governed by the laws of the State of Michigan.

10. Any notice required to be given hereunder by either party shall be in writing and sent by Certified Mail, Return Receipt Requested, addressed to such party at the addresses indicated on page 5 hereof, or at such other address as either party shall notify the other hereof, in the same manner.

11. This agreement contains the entire understanding of the parties and supercedes any other oral or written agreement or representation.

12. This agreement shall become valid only when duly countersigned by an authorized representative of Range Corporation.

Marquette Downtown Development Authority  
Subscriber  
337 W. Washington St.  
Address  
Marquette MI 49855  
City State Zip Code  
Jodi Lanciani  
Signature  
Jodi Lanciani  
Printed Name 6-9-2022  
Date

**Range Corporation**  
2342 US 41 West  
Marquette, MI 49855

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Signature Title  
\_\_\_\_\_  
Date