



- RESIDENTIAL & COMMERCIAL
- ACCESS CONTROL & C.C.T.V.
- COMPLETE LOCKSMITH SERVICES
- U.L.C. LISTED ALARMS

CALL (416) PRE-LOCK<sup>®</sup>  
OR (905) 773-5625

"REAL SECURITY UNDER LOCK & KEY"

OFFICE USE ONLY  
**ALARM SERVICES AGREEMENT**  
G.S.T. Registration No. 895973931 RT

800 PETROLIA ROAD, UNIT 4, TORONTO, ONTARIO M3J 3K4  
E-mail: sales@pre-lock.com

CUSTOMER: abnack@torjys.com

DATE		
MO.	DAY	YR.
P.O.#		
[ ] COD [ ] CHQ.		

NAME: ADAM BANACK

ADDRESS: 808 Euclid Ave

RE: ADDRESS: SAME

CITY: TORONTO

POSTAL CODE:

ATTENTION: ADAM

RESIDENCE TEL: NO 1  
( )

RESIDENCE TEL: NO 2  
(416) 865-7392

BUSINESS TEL:  
(416) 865-7392

BUSINESS FAX:  
( )

CROSS STREET:

SALES REP: RS

**SCHEDULE OF EQUIPMENT** THE CUSTOMER AUTHORIZES PRE-LOCK TO INSTALL THE ALARM EQUIPMENT AS FOLLOWS:

<input checked="" type="checkbox"/> CONTROL PANEL/ <u>ALEXOR</u>	<u>199.00</u>
<input type="checkbox"/> GLASS BREAK	
<input type="checkbox"/> SHIPPING CONTACTS	
<input checked="" type="checkbox"/> STANDBY BATTERY	
<input checked="" type="checkbox"/> DIGITAL KEY PAD(S) <u>FD</u> <u>73</u>	<u>250.00</u>
<input type="checkbox"/> PANIC BUTTON <input type="checkbox"/> WIRELESS	
<input type="checkbox"/> SHUNT	
<input type="checkbox"/> VIBRATION	
<input checked="" type="checkbox"/> EXTERIOR DOORS <u>2</u>	
<input checked="" type="checkbox"/> CA 38A ALARM MONITORING JACK	
<input type="checkbox"/> WINDOW CONTACTS	
<input checked="" type="checkbox"/> SIREN <input type="checkbox"/> INSIDE <input type="checkbox"/> OUT	
<input checked="" type="checkbox"/> WARNING DECALS	
<input checked="" type="checkbox"/> PASSIVE - INFRARED <u>1</u>	
<input type="checkbox"/> GAS DETECTOR <input type="checkbox"/> CARBON MONOXIDE	
<input checked="" type="checkbox"/> SMOKE DETECTOR(S) <u>1</u>	<u>180.00</u>
<input type="checkbox"/> HEAT DETECTOR	
<input type="checkbox"/> LOW TEMP	
<input type="checkbox"/> PRE WIRE	
<input type="checkbox"/> INTERCOMS	
<input type="checkbox"/> C.C.T.V.	
<input type="checkbox"/> ACCESS CONTROL	
<input checked="" type="checkbox"/> ALARM RESPONSE <u>GOOD</u>	
<input type="checkbox"/> U.L.C. CERTIFICATE-EXTENT ( )	
<input checked="" type="checkbox"/> PRE-LOCK INSTALLATION CERTIFICATE	<u>1000</u>
<input type="checkbox"/> INTERCOM	
<input type="checkbox"/> LOCK RE-KEY PACKAGE	
<input type="checkbox"/> PRE-LOCK LAWN SIGN	
<u>Long range radio setup</u>	<u>400.00</u>

	OPENING DEVICE	GLASS BREAK	MOTION DETECTOR		OPENING DEVICE	GLASS BREAK	MOTION DETECTOR
MAIN FLOOR				BASEMENT			
EXTERIOR DOORS <u>1</u>				FURNACE ROOM			
LIVING ROOM				REC ROOM			
DINING ROOM				LAUNDRY ROOM			
KITCHEN AREA				WASHROOM			
FAMILY ROOM				STORAGE			
LIBRARY				COLD CELLAR			
DEN				UNFINISHED			
LAUNDRY ROOM				STAIRWAY			
WASHROOM				BEDROOM			
HALLWAY AREA			<u>1</u>				
MAIN/ SECOND FLOOR				COMMERCIAL			
MASTER BEDROOM <u>1</u>				ENTRANCE			
EN SUITE				SHOWROOM			
BEDROOM NO.2				WAREHOUSE			
BEDROOM NO.3				SHIPPING			
BEDROOM NO.4							
BEDROOM NO.5							
WASHROOM							
HALLWAY							
STAIRWAY							

SUB TOTAL	<u>1029.00</u>
P.S.T.	
G.S.T.	<u>EXTRA</u>
DEPOSIT 25%	
<b>BALANCE ON COMPLETION</b>	<u>1029.00</u>

**RECOMMENDATIONS / SPECIAL INSTRUCTIONS:**

MONITORING THE ALARM ON A 24-HOUR SCHEDULE AND FOLLOWING THE INSTRUCTION THAT ARE GIVEN IN WRITING BY THE CUSTOMER. THIS FEE IS PAID QUARTERLY OR ANNUALLY. NOTE: Digital Communicator Board and Prom Chip remains property of Pre-Lock.

MONITORING METHOD:  DIGITAL (TELEPHONE LINE)  DVAC (DIRECT LINE)  CELLULAR  LONG RANGE RADIO  OTHER

COST PER MONTH  
\$ 25.00 + 15.00 QUARTERLY  
[ ] ANNUALLY

[ ] EXTENDED LIMITED WARRANTY ANNUALLY \$  
If Extended Limited Warranty is declined, Customer please initial here

Complete for Credit Card Payment: Approval Number:

Credit Card  VISA  MC  AMEX

Name of Cardholder (please print) \_\_\_\_\_ Exp. \_\_\_\_\_

I hereby authorize Pre-Lock to charge my credit card in the amount of \$ \_\_\_\_\_

Signature of Cardholder X \_\_\_\_\_ Date: \_\_\_\_\_



\* ACCEPTANCE: I accept the above noted proposal, and acknowledge that I have read and that I understand all the terms and conditions contained on the reverse, and further, that by signing hereunder, this becomes a binding agreement. You are authorized to do the work as specified. If the customer is a corporation, the undersigned has the authority to bind the corporation.

"We Always Recommend High Security Locks"

X \_\_\_\_\_ Customer Signature \_\_\_\_\_ \* Initial \_\_\_\_\_ Please Print Name \_\_\_\_\_

Date of Acceptance: June 10/10

Per: Pre-Lock Representative

The following terms and conditions are part of this Agreement set forth herein by and between the parties (hereinafter called the "Customer") and Pre-Lock Security Services Inc. (hereinafter called "Pre-Lock") and are binding upon both Parties hereto on the front of this Agreement.

#### TERMS AND CONDITIONS APPLYING TO INSTALLATION:

1. **INSTALLATION:** Pre-lock agrees to install the equipment listed on the reverse side of this Agreement in a workmanlike manner in accordance with the following:

A). Customer will make the premises available during Pre-Locks normal working hours 8:30 A.M. to 5:00 P.M. Monday to Friday, excluding Holidays. Service requested by the Customer outside the above hours may be performed at Pre-Lock's discretion, at its then prevailing time and material rates.

B). Customer understands that the installation will necessitate drilling into various parts of the premises. Pre-lock intends to conceal wiring in finished areas of the premises, however, there may be areas that due to construction, decoration or furnishing that, Pre-Lock determines, in its sole discretion, that it would be impractical to conceal wiring, in such case, wiring will be exposed as neat as possible.

C). Customer agrees to provide and maintain 120 Volt AC electrical outlets at the designated location for equipment requiring AC power, and maintain a telephone line to allow Pre-Lock capability to provide monitoring or facilitate programming and maintenance of any equipment if the reverse side of this Agreement includes a charge for this contracted service.

2. **Title:** Title to the purchased equipment is to remain with Pre-Lock until the full purchase price and contractual obligations under this Agreement are met in full. Failure to pay the full purchase price when due and/or honor its contractual obligation of this Agreement, shall give Pre-Lock the right of access to the premises for the purposes of removing the said equipment, notwithstanding that it may be attached to a building, without obligation to reconstruct or repair the premises, or any other liability, to repossess all the equipment indicated on the front of this Agreement with or without notice, and to avail itself of any legal remedy. Customer hereby grants to Pre-Lock a security interest under the Personal Property Security Act in the equipment installed or sold until payment in full. In all monitored and dial up systems, the transmission equipment, digital dialer board and control panel shall remain the property of Pre-Lock and will be removed from the premises should, for any reason, the monitoring service be discontinued unless purchased from Pre-Lock at our prevailing market value. Upon such contemplated purchase, the Customer shall permit Pre-Lock to program the system to local status, failing to allow Pre-Lock access to perform above shall be liable to Pre-Lock for the full value of same such system as well as any other related costs or damages suffered. Pre-Lock has the right to reclaim any warning decals and yard signs bearing our TRADEMARK name and Logo Pre-Lock Security Services Inc. Warning Decals and Yard signs are supplied to Pre-Lock Customers only on a rental basis included in monthly monitoring. Warning decals must be applied by Pre-Lock personal only on premises under contractual arrangements by Pre-Lock Security Services Inc.

3. **Warranty:** Any part of the system and wiring installed under this Agreement which proves to be defective in material or workmanship within one year of the date of installation shall be repaired or replaced at Pre-Locks option with a new or functionally operative part, labour and material required to repair or replace such defective components or to make mechanical adjustments to the system will be made free of charge for one year following the completion of the original installation during normal business hours. The warranty does not apply to the conditions listed below and in the event the Customer calls Pre-Lock for service under the Warranty and upon inspection by the Pre-Lock 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 the Pre-Lock representative whether or not he actually works on the system. Should it be necessary to make repairs to the system due to one of the "Conditions not covered by Warranty" a charge will be made for such work at Pre-Lock's then applicable rates for labour and material.

#### CONDITIONS NOT COVERED BY WARRANTY:

- 1) Customer failed to properly close or secure a door, window, or other device.
- 2) Damages from accidents, Acts of God, alterations, misuse, tampering and abuse.
- 3) Trouble in 3<sup>rd</sup> party communication lines however caused.
- 4) Damages caused directly or indirectly by occurrences the products or services are designed to detect or avert.
- 5) Trouble due to interruption of 120 Volt electrical supply.
- 6) Failure of the Customer to properly follow operating instructions provided by Pre-Lock.
- 7) Physical changes or alterations made by the Customer or other trades to the premises.
- 8) Batteries requiring replacement or not holding adequate charge.
- 9) Failure of Customer to allow Pre-Lock to make repairs deemed appropriate.
- 10) Failure of Customer to train authorized person(s) on functionality of the system.

**Extended Limited Warranty:** If the reverse side of this Agreement indicates that extended limited Warranty is being furnished, Pre-Lock will extend the limited Warranty above set forth in paragraph 3 above for the period of 1 year from the date of expiration of the Warranty above. This extended limited Warranty will be automatically renewed yearly thereafter for an annual term at the then applicable annual charge. Excluded from extended limited Warranty are conditions not covered by the normal Warranty indicated above.

#### GENERAL TERMS AND CONDITIONS

4. Emergency signal receiving and notification service shall be provided by Pre-Lock or its agents if the reverse side of this agreement includes a charge for Pre-Lock monitoring service under such service. In the event an alarm signal registers at the monitoring station. A representative of Pre-Lock or agent shall forthwith notify the local Police, Fire Department, Ambulance, Security Response Service, or other agreed upon representatives. The Customer shall be responsible to notify Pre-Lock in writing, by registered mail, of any changes in agreed upon representatives.

5. If guard response service has been contracted for, Pre-Lock shall upon receipt of a specified alarm signal dispatch its representative or agent to the premises of the Customer. The Customer shall pay Pre-Lock its current guard response fee in addition to any other amounts due in this Agreement.

6. It is understood and agreed that nothing herein shall constitute Pre-Lock as an insurer. The parties hereto do not contemplate that Pre-Lock is assuming any risk of any damage, loss or injury that may result upon the failure of the system to operate or from the failure of Pre-Lock or its agents to perform its obligations hereunder except as expressly stated herein. Customer acknowledges that any system can fail or be ineffectual. As such systems are a deterrent and does not provide fail-safe protection. The Customer's payment to Pre-Lock is for equipment and for service only and not for protection or insurance. The Customer agrees that his sole source of reimbursement in the event of any loss or damage for any reason whatsoever shall be as per clause 13 or Customer's own resources or property and liability insurers. Notwithstanding any statute or rule of law to the contrary, Pre-Lock shall not be liable in any way for any claim, loss, damage or expense, including without limitation any claim loss damage or expense to personal injury or death of the Customer or any employee, agent or independent contractor of or with the Customer, on whose behalf the Customer hereby contracts as agent, arising, either directly or indirectly, from the provision of products and services. Nor can Pre-Lock guarantee that no loss will occur. Further, Pre-Lock will not assume responsibility for losses associated with failure of any system installation, or service in any respect even if due to negligent performance (including gross negligence or fundamental breach of this Agreement by Pre-Lock, its employees or authorized agents.)

7. The system installed may permit off premise programming including complete system control remotely from the offices of Pre-Lock. Customer acknowledges that Pre-Lock or its agents may make any programming changes as required from time to time, with or without notice, and may control the system user functions that may be accessed from Pre-Lock offices that may include deprogramming of communications and total system shutdown in the event of Customer breach or default.

8. **Term of Agreement:** Except as otherwise provided herein, this Agreement shall be in force and effect for an initial term of 5 years commencing on the first day after the installation or activation of service and continue for successive two year terms thereafter. Where Pre-lock is asked to and does provide monitoring for: A) Subsequent owner of a previously monitored Pre-Lock system; B) A previously non-monitored Pre-Lock installed system; C) Or any non Pre-Lock installed system, such as a competitor's take-over the Customer shall be obligated to continue the monitoring service and pay for the same, provided either party may terminate this Agreement at the end of the initial term or at the end of any renewal term by giving to the other not less than 90 days notice in writing to that effect by registered mail. In the event of termination prior to the end of the contract term, the Customer agrees to pay, in addition to any charges for services rendered prior to termination 70% of the monitoring obligation remaining to be paid for the unexpired term of this Agreement as liquidated damages and not as a penalty.

9. The Customer shall have installed, prior to installation a CA38A Jack from Bell Canada. If the Customer fails to provide such at time of our installation, Pre-Lock will, if possible, provide same at a one-time charge of \$37.50 added to first invoice.

10. Pre-Locks monitoring service is not transferable, unless resigned with the new Customer. Should the Customer vacate the premises, and wish to transfer the system to a new occupant he or she must inform us in advance of moving so Pre-lock may remove the digital communicator board and from the premises. The Customer shall be liable to Pre-Lock for the value of the digital communicator board as well as any other related costs or damages. If monitoring is discontinued, Pre-lock shall have the same right to enter premises and remove the said equipment.

11. Customer shall never allow, or permit another security company, person or agent to tamper with or gain information from the control panel. The control panel contains information, private and privileged only to Pre-Lock. The Customer shall be liable to Pre-lock for all and any related costs or damages.

12. **Customer acknowledges** that monitoring and all dial-up connections are contingent on utilizing a working normal telephone line. Pre-Lock is not responsible for line faults or failure to detect as a result of telephone line trouble or physical damage to lines, however caused.

13. **LIMIT OF LIABILITY:** The warranties printed herein are in lieu of all other warranties, express or implied, and the remedies are in lieu of all other remedies. It is understood that Pre-lock is not an insurer, that insurance if any, shall remain and be obtained by the Customer and that the amounts payable to Pre-Lock hereunder are based upon the value of the service and equipment and the scope of liability as herein set forth are unrelated to the value of the Customer's property or the property of others located in Customer's premises. Pre-Lock makes no guarantee or warranty, including any implied warranty or merchantability of fitness, that the system or service supplied will avert or prevent occurrences or the consequences therefrom, which the system or services are designed to detect. The Customer does not expect Pre-Lock to provide for full liability and agrees that Pre-Lock shall be exempt from liability for loss or damage due directly or indirectly to occurrences, or consequences therefrom which the equipment, or services are designed to avert or perform; that if Pre-Lock should be found liable for loss or damage due to failure of any equipment or service in any respect, its liability shall be limited to Two Hundred (\$200.00) or TEN (10%) percent of any annual fee, which ever is greater as the exclusive and sole remedy.

14. All repairs, inspections, replacements, removals and/or adjustments to the system(s) required by reason of normal wear and tear shall be made by Pre-Lock. Pre-Lock will be entitled to a regular charge with respect to a service call pertaining to same, and to charge its regular prices pertaining to replacement of any parts other than those warranted pursuant to the terms hereof. All repairs, replacements and adjustments to the system(s) required by virtue of the willful act, carelessness or neglect of the Customer, its employees or agents, or by virtue of any cause beyond the reasonable control of Pre-Lock, shall be paid by the Customer at the rate then being charged by Pre-Lock with respect to similar service, labour, or materials. The Customer hereby authorizes Pre-Lock and its duly authorized agents and employees or nominees to enter the premises of the Customer for the purpose of installing, inspecting, repairing and removing the system as may be necessary from time to time either during business hours or non-business hours of the Customer with or without notice or obligation.

15. If the Customer shall fail to make any payments hereunder as and when the same becomes due and payable or shall breach any of the covenants and obligations on the Customer's part contained herein or if the Customer shall become bankrupt or make an assignment for the benefit of creditors or if the Customer shall vacate the premises then in any of these cases. All amounts payable hereunder until the expiration of the current term of the Agreement shall immediately become due and payable and Pre-Lock may at its option and without prejudice to such other rights as it may then have, enter into the premises and remove the equipment and such removal shall not in any way affect the Customer's obligation to pay herein set out.

16. Pre-Lock or its agent shall install the signaling system(s) to be monitored by the station. If a signal is received in respect of the hazard covered by this agreement, Pre-Lock or its agents shall forthwith notify the local police, fire or other authorities including a security response service of the occurrence hazards. In addition, Pre-Lock shall, at its discretion, notify the Customer if the circumstances so warrant, which decision shall be in the sole discretion of Pre-Lock, save for the foregoing and always subject to as herein provided. Pre-Lock has no responsibility to the Customer in respect of the operation of this service.

17. **Suspension or cancellation by Police, Guard Service or emergency agencies** if local police or emergency enforcement authorities refuse to respond to calls pertaining to the Customer or any location serviced by Pre-Lock or suspends response for any reason including but not limited to excessive number of false alarms, regardless of source or cause. This agreement shall not be terminated or suspended and the Customer shall continue to honor its contractual monitoring obligation. Pre-Lock shall continue to provide monitoring services and shall in response to alarm signals, notify the subscribers private security service or other person designated if any local calls only. A security response fee shall be charged and paid directly by the Customer unless other arrangements are made in writing with Pre-Lock prior to occurrence.

18. The Customer agrees to pay to Pre-Lock for any changes or alterations required to be made to the system by virtue of changes or alterations to the Customers premises, or by virtue of having to comply with any applicable laws, regulations or orders made by any body having jurisdiction. If During the currency of this agreement Pre-Lock becomes in any way liable to pay any additional or increased charges for use of telephone or transmission facilities or additional increased taxes or levies relating to the equipment or services provided herein, or in the event that pursuant to any law, by-law, or regulation any surcharge or fees required to be payable by Pre-Lock respecting such systems, the effect of which would be to increase Pre-Locks cost of performing the services hereunder, the price of the Customer with a statement showing in detail the calculation of such increases the work and of the parts and labour as herein set out regarding this agreement shall be increased accordingly. In such an event, Pre-Lock shall provide and cause of same.

19. Pre-Lock shall have the right to assign this Agreement at any time without consent of the Customer. In such event, the Customer shall deal with, look for the performance of this Agreement to and have any remedies for breach of this Agreement against the assignee only and Pre-Lock shall, upon such assignment, be released from any obligation to the Customer hereunder.

20. The Customer shall forthwith notify Pre-Lock of any structural alterations or any other modification which might affect the performance of the system or service performed by Pre-Lock. The Customer shall further notify Pre-Lock of any improper operation of the system or service contracted for in this Agreement immediately.

21. This Agreement constitutes the entire Agreement between the parties and no changes can be made, save in writing and signed by both parties. The parties agree that there are no other conditions agreed to, representations made or warranties given in connection with the making of this Agreement or pertaining to the goods or services provided by Pre-Lock hereunder, expressed or implied. No person other than a duly authorized signing officer of the company and in particular no sales representative or consultant has any authority to amend, waive suspend or in any way alter any of the printed terms or conditions herein contained or to make any promise, representation, conditions or Warranty not provided herein. The terms and conditions herein printed shall prevail over any inconsistent or additional terms or conditions in any purchase order or other letter or document submitted by the Customer herewith.

22. Taxes, municipal charges in addition to the charges included herein, the Customer agrees to pay any taxes, fees, levies or charges relating to the installation or services provided under this Agreement which are authorized or imposed by any government body or licensing authority in power.

23. This Agreement is not binding on the company until received and approved by the Company's regional manager. In the event of failure of such approval the only liability of Pre-Lock shall be to return to the Customer the amount, if any, paid to the Company upon the signing of this Agreement.

24. This Agreement shall be governed by the laws of the Province of Ontario and parties submit and attorn to the jurisdiction of the courts of that province for all purposes of enforcement and interpretation of same. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. This Agreement shall be read with such changes of gender and numbers as the context may require.

25. Should the Customer undertake the action(s) which necessitate(s) modifications to the System, Pre-Lock reserves the right to issue a Supplementary Agreement to be embodied in this Agreement or issue a new rate superseding the existing Agreement and payments thereof.

26. Pre-Lock reserves the right to withhold any service including supplying additional equipment, repairs or providing service on any accounts with invoices exceeding (90) days. Pre-Lock shall be entitled payment for chargeable services and supply of equipment upon the provision of the service or equipment as the case may be. Monthly charges are payable in advance by way of our quarterly dated postdated cheques/approved credit card or one annual payment. Pre-Lock reserves the right to charge a fee for all NSF cheques and charge interest at the rate of 1 1/2 % per month (18 % per year) from the first occurring event of default.

27. Pre-Lock may cancel this Agreement without previous notification and without penalty by notifying the Customer that their premises or monitoring station have been so destroyed by fire or any other type of catastrophe that is impractical to continue service.

28. The Customer acknowledges that the system described on the reverse has been thoroughly explained and understands same and accepts same as sufficient protection for their security needs at this time. The Customer has the right to request additional protection, at any time it should be necessary, and Pre-Lock shall provide this additional protection at Pre-Lock's then prevailing rates. Should a shunting device be installed, the Customer understands that this device does not transmit any signals but rather acts as a by-pass of the system. The Customer assumes all responsibilities to restore the shunted protection to the normal "On Guard" status and arm and disarm the security system as may be required.

29. The Customer agrees to pay all costs incurred by Pre-Lock (including lawyers fees on a solicitor and client scale) for collection of any amount owed by the Customer to Pre-Lock or for remedy of any breach of this agreement or attempt to do so.

30. When a Digital communicator is used for transmission of alarm signals to the Monitoring Center, it is understood and agreed that there is no practical method for verifying the transmission capability of the communicator, therefore the Customer should test the transmission capability of the System on a weekly basis. The Customer has been advised about other transmission methods that will provide higher levels of Security such as DVAC, CELLULAR BACKUP AND LONG RANGE RADIO.

31. The Customer authorizes Pre-Lock to verify or attempt to verify alarm signals received by it from the premises before dispatching the agreed upon authorities. Pre-Lock shall incur no liability for any loss, damage or personal injury sustained as a result of any such verification or attempted verification.

32. The Customer acknowledges that all ULC Certificates are subject to cancellation by ULC or Pre-Lock if the installation is found not in conformity with the requirements of ULC, including but not limited to maintaining a current maintenance agreement with annual inspections by Pre-Lock.