



COMMUNITY ASSOCIATION ACTIVATION AGREEMENT

ADT Community Association Program
2801 Gateway Dr.
Pompano Beach, FL 33069-4324
800-878-7806



Customer Info

Customer _____ Phone _____

Address _____ Apt _____

City _____ State _____ ZIP _____ Renter Yes No

Email _____

CS # _____ Community Name _____

Password or Passcode _____ Alarm Permit # _____

Emergency Contacts

Identify those who may be called prior to notifying authorities:

_____ Phone _____ Home Work Cell

_____ Phone _____ Home Work Cell

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I acknowledge that ADT LLC dba ADT Security Services ("ADT") has informed me that I am responsible for contacting my local municipality and obtaining an alarm user permit. If I am in Palm Beach County, the Sheriff's Office will not dispatch without an active alarm permit number on file. It is my responsibility to notify ADT of the permit number. **Initial here** _____

To Reach The Alarm Monitoring Center 24 Hours Per Day: **800.226.2351**. For Activation Of Your Security System Please Call: **800.878.7806**
We Recommend Testing Your Security System Once Per Month

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I confirm that I am 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.

This Box for Office Use Only

Control Panel _____ CS # _____

Telephone Number Alarm Panel is Connected To _____

ACKNOWLEDGEMENT: ADT is not a security consultant and cannot address all of my potential security needs. ADT has explained to me the full range of equipment and services that ADT can provide me. Additional equipment and services over those identified in this Agreement 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 Agreement. 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. ADT recommends that I manually test the alarm system monthly and any time I change telephone service, by calling 800.ADT.ASAP® or by logging in to www.MyADT.com.

Customer Signature _____ Date _____

ADT Representative _____ Date _____

TERMS & CONDITIONS

1. ADT and the Association have entered into an Agreement ("Association Agreement"), which is on file with the Association. ADT agrees to provide those services to me more particularly described in the Association Agreement. So long as the Association Agreement remains in effect, the Monitoring Fee shall be collected by the Association in the same manner as other "association assessments." If the Association Agreement is terminated and I opt to continue with the services, I agree to pay ADT's then current standard monitoring fees. The terms, definitions, and provisions of the Association Agreement are incorporated herein by reference.

2. Additional Charges. I agree to pay all construction/alarm use permit fees; all directly or indirectly imposed false alarm fines, fees or charges; all telephone or signal transmission company charges; and all other assessments, fees and charges related to the alarm system. I agree to pay a service charge if an ADT representative responds to a service call or alarm at my premises because I improperly followed operating instructions; failed to properly lock or close a window, door or other protected point; or improperly adjusted CCTV cameras, monitors or accessories. I agree to pay for any equipment or services that are not included in the Association Agreement.

3. LIMITATION OF LIABILITY. A. INSURANCE; WAIVER OF SUBROGATION. I AGREE THAT ADT IS NOT AN INSURER AND THAT ADT IS NOT PROVIDING ME WITH INSURANCE OF ANY TYPE. THE AMOUNTS I PAY ADT ARE NOT INSURANCE PREMIUMS AND ARE NOT RELATED TO THE VALUE OF MY PROPERTY, ANYONE ELSE'S PROPERTY LOCATED IN MY PREMISES OR ANY RISK OF LOSS AT MY PREMISES. INSTEAD, THE AMOUNTS ADT CHARGES ME ARE BASED SOLELY UPON THE VALUE OF THE EQUIPMENT AND SERVICES ADT PROVIDES AND UPON THE LIMITED LIABILITY ADT ASSUMES UNDER THIS AGREEMENT. IF I WANT INSURANCE TO PROTECT AGAINST ANY RISK OF LOSS AT MY PREMISES, I WILL PURCHASE IT. IN THE EVENT OF ANY LOSS, DAMAGE OR INJURY, I WILL LOOK EXCLUSIVELY TO MY INSURER AND NOT TO ADT TO COMPENSATE ME OR ANYONE ELSE. I RELEASE AND WAIVE FOR MYSELF AND MY INSURER ALL SUBROGATION AND OTHER RIGHTS TO RECOVER AGAINST ADT ARISING AS A RESULT OF THE PAYMENT OF ANY CLAIM FOR LOSS, DAMAGE OR INJURY. B. NO GUARANTEE; NO LIABILITY. ADT'S EQUIPMENT AND SERVICES DO NOT CAUSE AND CANNOT ELIMINATE OCCURRENCES OF THE EVENTS THEY ARE INTENDED TO DETECT OR AVERT, INCLUDING, BUT NOT LIMITED TO, FIRES, FLOODS, BURGLARIES, ROBBERIES AND MEDICAL PROBLEMS. ADT MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE EQUIPMENT AND SERVICES PROVIDED WILL DETECT OR AVERT SUCH INCIDENTS OR THEIR CONSEQUENCES. ADT DOES NOT UNDERTAKE ANY RISK THAT I OR MY 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 ME, NOT ADT. I RELEASE, WAIVE, DISCHARGE AND PROMISE NOT TO SUE OR BRING ANY CLAIM OF ANY TYPE AGAINST ADT FOR LOSS, DAMAGE OR INJURY RELATING IN ANY WAY TO THE EQUIPMENT OR SERVICES PROVIDED BY ADT. C. EXCLUSIVE REMEDY. IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGES, IF ANY, THAT MAY RESULT FROM A FAILURE BY ADT TO PERFORM ANY OF ITS OBLIGATIONS. UNDER NO CIRCUMSTANCES WILL I ATTEMPT TO HOLD ADT LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY. IF, NOTWITHSTANDING THE PROVISIONS OF THIS PARAGRAPH 3, ADT IS FOUND LIABLE FOR LOSS, DAMAGE OR INJURY UNDER ANY LEGAL THEORY RELATING IN ANY WAY TO THE SERVICES AND/OR EQUIPMENT PROVIDED BY ADT, ADT'S LIABILITY TO ME SHALL BE LIMITED TO A SUM EQUAL TO 10% OF THE ANNUAL SERVICE CHARGE OR \$1000, WHICHEVER IS GREATER. THIS AGREED-UPON AMOUNT IS NOT A PENALTY. RATHER, IT IS MY SOLE REMEDY. UPON MY REQUEST, ADT MAY AGREE TO ASSUME LIABILITY BEYOND WHAT IS PROVIDED FOR IN THIS PARAGRAPH 3 BY ATTACHING AN AMENDMENT TO THIS AGREEMENT SETTING FORTH THE EXTENT OF ADT'S LIABILITY AND THE ADDITIONAL CHARGES TO ME. D. APPLICATION. THE PROVISIONS OF THIS PARAGRAPH 3

IMPORTANT TERMS AND CONDITIONS



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APPLY NO MATTER HOW THE LOSS, DAMAGE, INJURY OR OTHER CONSEQUENCE OCCURS, EVEN IF DUE TO THE PERFORMANCE OR NONPERFORMANCE BY ADT OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR FROM NEGLIGENCE (ACTIVE OR OTHERWISE), STRICT LIABILITY, VIOLATION OF ANY APPLICABLE CONSUMER PROTECTION LAW OR ANY OTHER THEORY OF LIABILITY OR ALLEGED FAULT ON THE PART OF ADT, ITS AGENTS OR ITS EMPLOYEES. E. INDEMNITY. IF ANY OTHER PERSON, INCLUDING MY SUBROGATING INSURER, MAKES ANY CLAIM OR FILES ANY LAWSUIT AGAINST ADT IN ANY WAY RELATED TO THE EQUIPMENT OR SERVICES PROVIDED BY ADT TO ME, I AGREE TO INDEMNIFY, DEFEND AND HOLD ADT HARMLESS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES. MY DUTY TO DEFEND IS SEPARATE AND DISTINCT FROM MY DUTY TO INDEMNIFY AND HOLD HARMLESS AND ARISES UPON THE ASSERTION OF A CLAIM OR DEMAND AGAINST ADT AND REGARDLESS WHETHER ADT HAS BEEN FOUND LIABLE OR WHETHER ADT HAS INCURRED ANY EXPENSE. F. TIME TO BRING CLAIM OR SUIT. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST ADT MORE THAN ONE (1) YEAR AFTER THE DATE OF THE INCIDENT THAT RESULTED IN THE LOSS, INJURY OR DAMAGE, OR THE SHORTEST DURATION PERMITTED UNDER APPLICABLE LAW IF GREATER THAN ONE (1) YEAR. G. BENEFIT TO OTHERS. THE PROVISIONS OF THIS PARAGRAPH 3 SHALL APPLY TO AND BENEFIT ADT AND ITS AGENTS, EMPLOYEES, CONTRACTORS, SUBSIDIARIES, DEALERS, AFFILIATES, PARENTS (BOTH DIRECT AND INDIRECT), AFFINITY MARKETERS AND OTHER PARTNERS. H. OTHER PARTY'S LIMITATION. IF I PURCHASED EQUIPMENT OR SERVICES FROM ADT THROUGH ANOTHER BUSINESS OR PERSON, OR FROM ADT THROUGH A REFERRAL FROM ANOTHER BUSINESS OR PERSON, I AGREE THAT SUCH OTHER BUSINESS OR PERSON ACTS SOLELY AS AN INDEPENDENT CONTRACTOR AND HAS NO RESPONSIBILITY OR LIABILITY TO ME FOR THE PERFORMANCE OR NONPERFORMANCE OF THE EQUIPMENT OR SERVICES PROVIDED BY ADT. I ALSO AGREE THAT ANY SUCH BUSINESS OR PERSON IS ENTITLED TO THE SAME RIGHTS AS ADT UNDER THIS AGREEMENT, INCLUDING PARAGRAPH 3.

4. In order for ADT to service the equipment, I agree that: (A) I own the premises or have authority to authorize ADT to service the alarm equipment at the premises; (B) I will make the premises available without interruption during ADT's normal working hours and will maintain the premises in a safe and sanitary condition suitable for work to be performed by ADT's representatives without jeopardizing their health or safety; (C) the installation will require drilling into various walls and other parts of the premises; (D) I will provide ADT with 110 AC electrical outlets for power equipment in locations designated by ADT; (E) I will make arrangements for lifting and replacing carpeting, if required, for ADT's installation of floor mats or wiring; (F) ADT may not be able to conceal any or all equipment or wiring; (G) ADT will not be liable for property damage, personal injury, illness or other loss due to water intrusion, mold, fungi, wet or dry rot or bacteria that may result from the installation services; and (H) my premises complies with all applicable codes, regulations and laws and will continue to comply with all applicable codes, regulations and laws during the Initial term and any renewal terms of this Agreement.

5. ALARM MONITORING AND NOTIFICATION SERVICE. If I purchase service that includes response by police, fire department, medical emergency notification or two-way voice monitoring services and such an alarm is received at ADT's CMC, ADT may, at its sole discretion, attempt to contact me and/or anyone on my Emergency Contact List to confirm that the alarm is not false. If ADT does not contact me and/or someone on my Emergency Contact List, or if ADT questions the response it receives upon such contact, then ADT will attempt to notify the appropriate police department or fire department. If ADT provides supervisory alarm or trouble alarm monitoring services (or if such services are actively programmed into the alarm system) and ADT's CMC receives an alarm, then ADT may attempt to notify my premises and/or the representative I designate. ADT may use an automated calling device to deliver such notification. If medical emergency notification services are provided, I agree that the very nature of such services, regardless of any delay, involves uncertainty, risk and possible serious injury, disability or death, for which I will not attempt to hold ADT responsible or liable; that the equipment furnished for medical emergency notification services is not foolproof and may experience signal transmission failures or delays for any number of reasons; and that the actual time required for medical emergency providers to arrive at my premises and/or to transport any person requiring medical attention is unpredictable with many contributing factors, including telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors both within and outside of ADT's control. ADT's performance of, delay in performance of or failure to perform medical emergency notification services under the Agreement are subject to and controlled by Paragraph 3 of this Agreement. The person(s) identified on my Emergency Contact List are authorized to act on my behalf. I understand that the equipment ADT provides may not operate with other companies' alarm monitoring equipment and may prevent me from using such equipment in the event I terminate my services. I understand that local laws, ordinances or policies may restrict ADT's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services with additional charges to me. I understand that ADT employs a number of industry-recognized measures to help reduce occurrences of false alarms. These measures include, but are not limited to, implementation of default settings on alarm panels and various procedures at ADT's CMC to determine when and how to respond, if at all, to certain alarm events. I consent to ADT's use of these measures and agree that the alarm system has not been designed, programmed or installed pursuant to any law, code or rule that may be applicable to my particular premises, including, but not limited to, any code provisions of the National Fire Protection Association or the International Residential Code. I understand that, upon receiving notification that an alarm signal has been received by ADT, the police department, fire department or other responding authority may forcibly enter my premises. I understand that ADT will never arrest or detain any person for any reason. I agree that the equipment installed by ADT, including any outdoor camera, is not to be used to monitor activity in or near any swimming pool or other body of water and that I alone am responsible for supervising the well being of any person in or near any swimming pools or other bodies of water on the premises.

6. SMOKE AND CARBON MONOXIDE DETECTORS. IF THE ALARM SYSTEM INCLUDES SMOKE AND/OR CARBON MONOXIDE DETECTORS, I AGREE THAT: (A) THE NUMBER AND PLACEMENT OF SUCH DETECTORS MAY NOT FULFILL THE REQUIREMENTS OR RECOMMENDATIONS IN CODES, LAWS OR STANDARDS THAT APPLY IN MY JURISDICTION, INCLUDING THE CODE PROVISIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION AND THE INTERNATIONAL RESIDENTIAL CODE; (B) I HAVE SOLE RESPONSIBILITY FOR COMPLYING WITH ANY AND ALL CODES, LAWS AND STANDARDS THAT MAY APPLY TO THE INSTALLATION, PLACEMENT AND MAINTENANCE OF THE ALARM SYSTEM; AND (C) ANY SMOKE AND/OR CARBON MONOXIDE DETECTORS DESCRIBED IN THIS AGREEMENT ARE SUPPLEMENTAL DEVICES ONLY AND ARE NOT INTENDED TO BE PART OF A PRIMARY FIRE ALARM OR CARBON MONOXIDE DETECTION SYSTEM. I understand that ADT's electrical smoke and carbon monoxide detectors, if installed in my premises, are designed to be connected to an electrical power source. THESE DETECTORS WILL NOT OPERATE, THE ALARM WILL NOT SOUND AND THE ALARM SIGNAL WILL NOT BE TRANSMITTED WHEN: THE ELECTRICITY IS CUT OFF; THE BACK-UP BATTERY, IF INCLUDED AS PART OF THE SYSTEM, IS LOW OR DEAD; OR FIRE CUTS OFF THE ELECTRICITY BEFORE THE ALARM IS ACTIVATED, SOUNDS AND IS TRANSMITTED. Connecting these detectors to a separate dedicated electrical circuit may increase their reliability, but even dedicated circuits can fail. I understand that these detectors all have limited useful lives, after which time they will not function. It is my sole responsibility to monitor and replace all detectors before or at the end of their useful lives.

7. BATTERY-POWERED DEVICES. I understand that all battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed under this Agreement are not connected to the electrical system of my premises and require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERIES ARE LOW OR DEAD. It is my sole responsibility to maintain and replace these batteries. ADT recommends that I regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation. ADT also recommends that I carefully read and follow the owner's manual, instructions and warnings for all equipment.

8. I authorize ADT to request service from a telephone, wireless or other communication carrier under this Agreement (referred to as "Telephone Company") to transmit signals between my alarm system and ADT's CMC. The Telephone Company's liability is limited to the same extent as ADT's liability in Paragraph 3 of this Agreement. ADT will not receive alarm signals when the communication mode is not operating or has been cut, interfered with or is otherwise damaged, or if the alarm system is unable to acquire, transmit or maintain an alarm signal over my communication mode for any reason. If ADT determines in its sole discretion that my communication mode is or later becomes non-compatible, or if I change to another communication mode that is not compatible, then ADT requires that I use an alternate mode of communication acceptable to ADT as the method to connect the alarm system to ADT's CMC. Transmission of fire alarm signals by means other than a traditional telephone line may not be in compliance with applicable fire alarm or other standards or codes, and it is solely my obligation to comply with such standards and codes. If the alarm system has a line-cut feature, it may not always be able to detect if my communication line is cut or interrupted. ADT recommends that I test the alarm system monthly, even though a successful test of the alarm system does not guarantee that ADT will receive alarm signals from the system in the future.

9. ASSIGNMENT. I may not assign this Agreement without prior written consent from ADT. ADT does have the right to assign this Agreement or to Subagree any of its obligations under this Agreement without my approval and without notice to me.

10. DELAYS. ADT HAS NO RESPONSIBILITY OR LIABILITY TO ME OR ANY OTHER PERSON FOR DELAYS IN THE INSTALLATION OR REPAIR OF THE SYSTEM, REGARDLESS OF THE REASON. ADT HAS NO RESPONSIBILITY OR LIABILITY FOR INTERRUPTIONS OF SERVICE OR ANY RESULTING CONSEQUENCES, WHETHER DUE TO STRIKE, RIOT, FLOOD, FIRE, TERRORISM, ACT OF GOD OR ANY OTHER CAUSE WITHIN OR BEYOND ADT'S CONTROL. IF THERE ARE SERVICE INTERRUPTIONS, ADT HAS NO OBLIGATION TO SUPPLY ME WITH SUBSTITUTE SERVICES.

11. ELECTRONIC MEDIA; PERSONAL INFORMATION. ADT may scan, image or otherwise convert this Agreement into an electronic format of any nature. A copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. ADT's receipt by fax of the Agreement signed by me legally binds me and such fax copy is legally equivalent to the original for any and all purposes, including litigation. The personal information about me and third-parties that I provided to ADT is true and complete. I will notify ADT without delay of any change to this information. I consent to ADT's use of my personal information and that of third-parties provided by me for the purpose of monitoring, setting up and administering my security services (including credit approval, invoicing, collecting and providing information on new equipment or services). I have obtained the consent of the third-parties, whose personal information I provided to ADT, to use such personal information for the administration of my account with ADT and as provided in this Agreement. ADT may collect (including my consent to record my telephone conversations with ADT's representatives), use, disclose and transfer my personal information, and that of third-parties provided by me, to ADT's parents, affiliates, subsidiaries and successor corporations, any Subcontractor or assignee of this Agreement or any applicable authority having jurisdiction that requests such information to administer alarm monitoring services or alarm system license, permit or similar programs.

12. PRIVACY POLICY. ADT maintains an online privacy policy at www.ADT.com/privacy that is applicable to the terms, conditions and obligations of the parties to this Agreement.

13. ALONG WITH THE ASSOCIATION AGREEMENT, THIS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. I AM NOT RELYING ON ADT'S ADVICE OR ADVERTISEMENTS. ADT IS NOT BOUND BY ANY REPRESENTATION, PROMISE, CONDITION, INDUCEMENT OR WARRANTY, EXPRESS OR IMPLIED, THAT IS NOT INCLUDED IN WRITING IN THIS AGREEMENT. THE TERMS AND CONDITIONS OF THIS AGREEMENT APPLY AS PRINTED WITHOUT ALTERATION OR QUALIFICATION, UNLESS A CHANGE IS APPROVED IN WRITING BY AN ADT AUTHORIZED REPRESENTATIVE. THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL CONTROL AND GOVERN EVEN IF THERE ARE OTHER DOCUMENTS WITH INCONSISTENT OR ADDITIONAL TERMS AND CONDITIONS. IF A COURT DETERMINES THAT ANY PROVISION OF THIS AGREEMENT IS INVALID OR UNENFORCEABLE, THAT PROVISION SHALL BE DEEMED AMENDED AND ENFORCED TO THE MAXIMUM EXTENT PERMITTED BY LAW. EACH AND EVERY OTHER PROVISION OF THIS AGREEMENT SHALL CONTINUE TO BE VALID AND ENFORCEABLE. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA.



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1. ADT and the Association have entered into an Agreement ("Association Agreement"), which is on file with the Association. ADT agrees to provide those services to me more particularly described in the Association Agreement. So long as the Association Agreement remains in effect, the Monitoring Fee shall be collected by the Association in the same manner as other "association assessments." If the Association Agreement is terminated and I opt to continue with the services, I agree to pay ADT's then current standard monitoring fees. The terms, definitions, and provisions of the Association Agreement are incorporated herein by reference.

2. Additional Charges. I agree to pay all construction/alarm use permit fees; all directly or indirectly imposed false alarm fines, fees or charges; all telephone or signal transmission company charges; and all other assessments, fees and charges related to the alarm system. I agree to pay a service charge if an ADT representative responds to a service call or alarm at my premises because I improperly followed operating instructions; failed to properly lock or close a window, door or other protected point; or improperly adjusted CCTV cameras, monitors or accessories. I agree to pay for any equipment or services that are not included in the Association Agreement.

3. LIMITATION OF LIABILITY. A. INSURANCE; WAIVER OF SUBROGATION. I AGREE THAT ADT IS NOT AN INSURER AND THAT ADT IS NOT PROVIDING ME WITH INSURANCE OF ANY TYPE. THE AMOUNTS I PAY ADT ARE NOT INSURANCE PREMIUMS AND ARE NOT RELATED TO THE VALUE OF MY PROPERTY, ANYONE ELSE'S PROPERTY LOCATED IN MY PREMISES OR ANY RISK OF LOSS AT MY PREMISES. INSTEAD, THE AMOUNTS ADT CHARGES ME ARE BASED SOLELY UPON THE VALUE OF THE EQUIPMENT AND SERVICES ADT PROVIDES AND UPON THE LIMITED LIABILITY ADT ASSUMES UNDER THIS AGREEMENT. IF I WANT INSURANCE TO PROTECT AGAINST ANY RISK OF LOSS AT MY PREMISES, I WILL PURCHASE IT. IN THE EVENT OF ANY LOSS, DAMAGE OR INJURY, I WILL LOOK EXCLUSIVELY TO MY INSURER AND NOT TO ADT TO COMPENSATE ME OR ANYONE ELSE. I RELEASE AND WAIVE FOR MYSELF AND MY INSURER ALL SUBROGATION AND OTHER RIGHTS TO RECOVER AGAINST ADT ARISING AS A RESULT OF THE PAYMENT OF ANY CLAIM FOR LOSS, DAMAGE OR INJURY. B. NO GUARANTEE; NO LIABILITY. ADT'S EQUIPMENT AND SERVICES DO NOT CAUSE AND CANNOT ELIMINATE OCCURRENCES OF THE EVENTS THEY ARE INTENDED TO DETECT OR AVERT, INCLUDING, BUT NOT LIMITED TO, FIRES, FLOODS, BURGLARIES, ROBBERIES AND MEDICAL PROBLEMS. ADT MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE EQUIPMENT AND SERVICES PROVIDED WILL DETECT OR AVERT SUCH INCIDENTS OR THEIR CONSEQUENCES. ADT DOES NOT UNDERTAKE ANY RISK THAT I OR MY 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 ME, NOT ADT. I RELEASE, WAIVE, DISCHARGE AND PROMISE NOT TO SUE OR BRING ANY CLAIM OF ANY TYPE AGAINST ADT FOR LOSS, DAMAGE OR INJURY RELATING IN ANY WAY TO THE EQUIPMENT OR SERVICES PROVIDED BY ADT. C. EXCLUSIVE REMEDY. IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGES, IF ANY, THAT MAY RESULT FROM A FAILURE BY ADT TO PERFORM ANY OF ITS OBLIGATIONS. UNDER NO CIRCUMSTANCES WILL I ATTEMPT TO HOLD ADT LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY. IF, NOTWITHSTANDING THE PROVISIONS OF THIS PARAGRAPH 3, ADT IS FOUND LIABLE FOR LOSS, DAMAGE OR INJURY UNDER ANY LEGAL THEORY RELATING IN ANY WAY TO THE SERVICES AND/OR EQUIPMENT PROVIDED BY ADT, ADT'S LIABILITY TO ME SHALL BE LIMITED TO A SUM EQUAL TO 10% OF THE ANNUAL SERVICE CHARGE OR \$1000, WHICHEVER IS GREATER. THIS AGREED-UPON AMOUNT IS NOT A PENALTY. RATHER, IT IS MY SOLE REMEDY. UPON MY REQUEST, ADT MAY AGREE TO ASSUME LIABILITY BEYOND WHAT IS PROVIDED FOR IN THIS PARAGRAPH 3 BY ATTACHING AN AMENDMENT TO THIS AGREEMENT SETTING FORTH THE EXTENT OF ADT'S LIABILITY AND THE ADDITIONAL CHARGES TO ME. D. APPLICATION. THE PROVISIONS OF THIS PARAGRAPH 3