

Town of Highland Park
Attn: Alarm Services
4700 Drexel Dr.
Highland Park, TX
75205

Phone # (214) 559-9480 or 9481
Fax # (214) 559-9321
Email: alarms@hpdps.org



**TOWN OF HIGHLAND PARK
DEPARTMENT OF PUBLIC SAFETY
APPLICATION FOR DIRECT MONITORING OF BUSINESS ALARMS**

Applicant's Full Name (Individual): _____

Business Legal Name: _____

Business Assumed Name: _____

Business Address: _____

City: _____ State: _____ Zip Code: _____

Type of Business Entity:

Corporation

Partnership

Limited Liability Company

Sole Proprietorship

Other (specify): _____

Alarm Location Address (include Zip Code): _____

Business Phone: _____ Business Secondary Phone: _____ Business Fax: _____

Business Email Address: _____

Landlord, if any: _____

Landlord's Address: _____

Landlord's Phone: _____ Landlord's Fax: _____ Landlord's email: _____

Type(s) of Alarm(s) to be Directly Monitored: Burglar: _____ Fire: _____ EMS: _____ Panic: _____

Type of Premises: Sole Occupant: _____ Multiple Occupants: _____ Home Business: _____

The above named Applicant hereby makes application to the Department of Public Safety of the Town of Highland Park, Texas (hereinafter, the "Town") requesting that the Town directly monitor the alarm system(s) indicated above at the residence address indicated above.

Applicant acknowledges that while the Town directly monitors alarm SYSTEM, the Town does not sell, install, maintain, or service alarm SYSTEM. Applicant represents to the Town that each alarm system indicated above, and the installation, operation, and maintenance of each Alarm system, meets all of the requirements set forth in Town **Ordinance No. 1684** and all other applicable Ordinances of the Town and the laws of the State of Texas.

Unless specifically defined in Town **Ordinance No. 1684** or by the laws of the State of Texas, words and phrases in this application shall be read in context and construed according to the rules of grammar and common usage, but words or phrases that have acquired a technical or particular meaning shall be construed accordingly.

THE APPLICANT UNDERSTANDS AND AGREES THAT: **(Please initial all twelve (12) statements below.)**

_____ 1. The Applicant is responsible for all charges and fees in Town Ordinances for alarm monitoring, which include, but are not limited to, alarm permit annual fees, monthly alarm monitoring fees; alarm connections to the Town; alarm inspection fees; restoration fees; and charges for false or invalid alarms.

_____ 2. **NO WARRANTIES. THE TOWN, ITS ELECTED AND APPOINTED OFFICIALS, ITS EMPLOYEES, AND SUBCONTRACTORS MAKE NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND, OR OF MERCHANTABILITY, OR OF FITNESS FOR A PARTICULAR PURPOSE OF THE TOWN'S DIRECT MONITORING OF EACH ALARM SYSTEM INDICATED ABOVE.**

_____ 3. **NO LIABILITY. THE TOWN, ITS ELECTED AND APPOINTED OFFICIALS, ITS EMPLOYEES, AND SUBCONTRACTORS ARE NOT LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INJURIES, OR LOSSES, OR FOR FAILURE TO PROVIDE TIMELY DIRECT MONITORING OF EACH ALARM SYSTEM INDICATED ABOVE.**

_____ 4. **INDEMNIFICATION. THE APPLICANT AGREES TO INDEMNIFY THE TOWN, ITS ELECTED AND APPOINTED OFFICIALS, ITS EMPLOYEES, AND SUBCONTRACTORS, FROM AND AGAINST ANY AND ALL LIABILITY OR LOSS, WHETHER OR NOT RESULTING FROM THE NEGLIGENCE OF THE TOWN, ITS ELECTED OR APPOINTED OFFICIALS, ITS EMPLOYEES, OR SUBCONTRACTORS THAT THE TOWN, ITS ELECTED OR APPOINTED OFFICIALS, ITS EMPLOYEES, OR SUBCONTRACTORS MAY SUSTAIN AS A RESULT OF CLAIMS, DEMANDS, COSTS, OR JUDGMENTS ARISING FROM THE DIRECT MONITORING OF EACH ALARM SYSTEM INDICATED ABOVE.**

_____ 5. **LIMITED LIABILITY: IT WILL BE EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGES THAT MAY RESULT FROM A FAILURE OF THE TOWN, ITS ELECTED AND APPOINTED OFFICIALS, ITS EMPLOYEES, OR SUBCONTRACTORS TO PROVIDE DIRECT MONITORING FOR EACH ALARM SYSTEM INDICATED ABOVE. APPLICANT HEREBY AGREES THAT THE TOWN, ITS ELECTED AND APPOINTED OFFICIALS, ITS EMPLOYEES, AND SUBCONTRACTORS ARE EXEMPT FROM LIABILITY FOR ANY LOSS, DAMAGE, INJURY OR OTHER CONSEQUENCE ARISING DIRECTLY OR INDIRECTLY FROM PROVISION OF THE DIRECT MONITORING SERVICES. IF IT IS DETERMINED THAT THE TOWN, ITS ELECTED OR APPOINTED OFFICIALS, ITS EMPLOYEES, OR SUBCONTRACTORS ARE DIRECTLY OR INDIRECTLY RESPONSIBLE FOR ANY SUCH LOSS, DAMAGES, INJURY, OR OTHER CONSEQUENCE, APPLICANT AGREES THAT THE TOTAL DAMAGES THAT THE TOWN, ITS ELECTED AND APPOINTED OFFICIALS, ITS EMPLOYEES, OR SUBCONTRACTORS COULD BE LIABLE FOR, ABSENT GOVERNMENTAL OR SOVEREIGN IMMUNITY, SHALL BE LIMITED TO THE GREATER OF \$400 OR 10% OF THE ANNUAL PERMIT FEE PAID UNDER THIS APPLICATION DURING THE YEAR IN WHICH THE DAMAGE OCCURRED. THESE AGREED UPON DAMAGES ARE NOT A PENALTY, AND THEY ARE APPLICANT'S SOLE REMEDY NO MATTER HOW**

THE LOSS, DAMAGE, INJURY, OR OTHER CONSEQUENCE IS CAUSED, EVEN IF CAUSED BY THE TOWN, ITS ELECTED OR APPOINTED OFFICIALS, ITS EMPLOYEES, OR SUBCONTRACTORS' ACTIVE OR PASSIVE NEGLIGENCE, CONCURRENT OR OTHERWISE, GROSS NEGLIGENCE, AND/OR FAILURE TO PERFORM ANY SERVICE UNDER THIS APPLICATION, STRICT LIABILITY, OR FAILURE TO COMPLY WITH ANY APPLICABLE LAW OR OTHER FAULT. THE TOWN, ITS ELECTED AND APPOINTED OFFICIALS, ITS EMPLOYEES, AND SUBCONTRACTORS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

6. NO RELIANCE ON OTHER STATEMENTS. STATEMENTS RELATING TO THE DIRECT MONITORING OF EACH ALARM SYSTEM INDICATED ABOVE, MADE PRIOR TO THE EXECUTION OF THIS APPLICATION, ARE NOT WARRANTIES. IT IS UNDERSTOOD THAT SUCH STATEMENTS WERE NOT INTENDED TO, AND DID NOT, FORM A BASIS, RATIONALE, OR INDUCEMENT FOR THIS APPLICATION.

7. WAIVER OF SUBROGATION. THE APPLICANT HEREBY WAIVES ANY RIGHT TO SUBROGATION, AND AGREES NOT TO PARTICIPATE WITH ANY INSURANCE COMPANY OR ANY OTHER THIRD PARTY IN ANY SUBROGATION AGAINST THE TOWN, ITS ELECTED AND APPOINTED OFFICIALS, ITS EMPLOYEES, AND SUBCONTRACTORS.

8. THE TOWN, ITS ELECTED AND APPOINTED OFFICIALS, ITS EMPLOYEES, AND SUBCONTRACTORS' SOLE OBLIGATION UNDER THIS APPLICATION RELATES ONLY TO THE EVENT MONITORING OF THE ALARM SYSTEM INDICATED ABOVE, AND THE TOWN, ITS ELECTED AND APPOINTED OFFICIALS, ITS EMPLOYEES, AND SUBCONTRACTORS ARE NOT OBLIGATED TO MAINTAIN, REPAIR, OR ASSURE OPERATION OF THE PROPERTY, OR ANY DEVICES OF THE APPLICANT OR OF OTHERS WHICH MAY BE ATTACHED IN SOME MANNER TO THE ALARM SYSTEM INDICATED ABOVE FOR DIRECT MONITORING UNDER THIS APPLICATION.

9. INTERRUPTION OF SERVICE: THE TOWN, ITS ELECTED AND APPOINTED OFFICIALS, ITS EMPLOYEES, AND SUBCONTRACTORS ASSUME NO LIABILITY FOR INTERRUPTION OF DIRECT MONITORING OF EACH ALARM SYSTEM INDICATED ABOVE DUE TO ANY ACT OF "FORCE MAJEURE" INCLUDING STRIKES, RIOTS, FLOODS, STORMS, EARTHQUAKES, FIRES, POWER FAILURES, INSURRECTION, INTERRUPTION OF OR UNAVAILABILITY OF PHONE OR INTERNET SERVICE, OR EQUIPMENT, ACTS OF GOD, OR ANY OTHER CAUSE BEYOND THE REASONABLE CONTROL OF THE TOWN, ITS ELECTED AND APPOINTED OFFICIALS, ITS EMPLOYEES, AND SUBCONTRACTORS; AND THE TOWN, ITS ELECTED AND APPOINTED OFFICIALS, ITS EMPLOYEES, AND SUBCONTRACTORS WILL NOT BE REQUIRED TO SUPPLY DIRECT MONITORING TO APPLICANT WHILE INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE SHALL CONTINUE OR WITHIN A REASONABLE PERIOD THEREAFTER BEFORE IT IS PRACTICABLE TO RESUME PROVISION OF DIRECT MONITORING TO APPLICANT.

10. THE TOWN, ITS ELECTED AND APPOINTED OFFICIALS, ITS EMPLOYEES, AND SUBCONTRACTORS ARE NOT INSURERS AND THERE WILL BE NO LIQUIDATED DAMAGES RELATED TO THIS APPLICATION: IT IS UNDERSTOOD AND AGREED BY THE APPLICANT THAT: THE TOWN, ITS ELECTED AND APPOINTED OFFICIALS, ITS EMPLOYEES, AND SUBCONTRACTORS ARE NOT INSURERS; INSURANCE, IF ANY, MUST BE OBTAINED BY THE APPLICANT; PAYMENTS PROVIDED HEREUNDER ARE BASED SOLELY ON THE COST OF THE DIRECT MONITORING OF THE ALARM SYSTEM INDICATED ABOVE AND ARE UNRELATED TO THE VALUE OF THE APPLICANT'S PREMISES, PROPERTY, OR THE PROPERTY OF OTHERS LOCATED ON THE PREMISES; AND THE DIRECT MONITORING OF THE ALARM SYSTEM INDICATED ABOVE WILL NOT AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM WHICH THE DIRECT MONITORING SYSTEM INDICATED ABOVE ARE DESIGNED TO DETECT OR AVERT. APPLICANT ACKNOWLEDGES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY APPROXIMATELY RESULT FROM A

FAILURE TO PERFORM THE DIRECT MONITORING OF THE ALARM SYSTEM INDICATED ABOVE, WITH RESULTING LOSS TO THE APPLICANT OF, AMONG OTHER THINGS:

(A) THE UNCERTAIN AMOUNT OF VALUE OF APPLICANT’S PREMISES, OR APPLICANT’S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED, OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT;

(B) THE UNCERTAINTY OF THE RESPONSE TIME OF ANY POLICE, GUARD, OR FIRE DEPARTMENT, SHOULD THE POLICE, GUARD, OR THE FIRE DEPARTMENT BE DISPATCHED AS A RESULT OF A SIGNAL BEING RECEIVED OR AN AUDIBLE DEVICE SOUNDING;

(C) THE INABILITY TO ASCERTAIN WHAT PORTION, IF ANY, OF ANY LOSS WOULD BE PROXIMATELY CAUSED BY THE TOWN, ITS ELECTED OR APPOINTED OFFICIALS, ITS EMPLOYEES, OR SUBCONTRACTORS’ FAILURE TO PERFORM OR BY ITS EQUIPMENT TO OPERATE; OR

(D) THE NATURE OF THE DIRECT MONITORING OF THE ALARM SYSTEM INDICATED ABOVE TO BE PERFORMED BY THE TOWN, ITS ELECTED AND APPOINTED OFFICIALS, ITS EMPLOYEES, AND SUBCONTRACTORS.

APPLICANT AGREES THAT HIS OR HER DAMAGES, IF ANY, FROM THE DIRECT MONITORING OF THE ALARM SYSTEM INDICATED ABOVE WILL BE FIXED AS SPECIFIED IN THIS AGREEMENT. APPLICANT UNDERSTANDS AND AGREES THAT THIS APPLICATION IS ONLY FOR DIRECT MONITORING OF THE ALARM SYSTEM INDICATED ABOVE AND THAT THE TOWN, ITS ELECTED AND APPOINTED OFFICIALS, ITS EMPLOYEES, AND SUBCONTRACTORS HAVE MADE NO REPRESENTATIONS OF FACT OR ANY WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER AFFECTING THE APPLICANT OR THIS APPLICATION, OTHER THAN AS EXPRESSLY STATED HEREIN. APPLICANT FURTHER REPRESENTS THAT HE OR SHE HAS NOT RELIED ON ANY STATEMENT, REPRESENTATION, ACTION, OR OTHER CONDUCT BY THE TOWN, ITS ELECTED OR APPOINTED OFFICIALS, ITS EMPLOYEES, OR SUBCONTRACTORS IN ELECTING TO SUBMIT THIS APPLICATION, AND THAT ABSENT SUCH REPRESENTATION, APPLICANT WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.

_____ 11. Notwithstanding the termination, revocation, or abandonment of the direct monitoring of each alarm system indicated above, the Applicant’s representations and acknowledgments herein will survive and remain binding on the Applicant.

_____ 12. **APPLICANT ACKNOWLEDGES AND AGREES THAT THE TOWN MAY SUBCONTRACT CERTAIN PORTIONS OF ITS SOLE OBLIGATION UNDER THIS APPLICATION, REFERENCED IN NUMBER 8 ABOVE, TO ONE OR MORE AUTHORIZED SUBCONTRACTORS OF THE TOWN, INCLUDING SOME MONITORING AND REPORTING SERVICES PROVIDED UNDER THIS APPLICATION. APPLICANT ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS AGREEMENT INURE TO THE BENEFIT OF AND ARE APPLICABLE TO ANY SUBCONTRACTOR ENGAGED BY THE TOWN TO PERFORM ANY PORTION OF THE DIRECT MONITORING SERVICE OF THE ALARM SYSTEM INDICATED ABOVE PURSUANT TO THIS APPLICATION, AND BIND APPLICANT TO SUCH SUBCONTRACTOR WITH THE SAME FORCE AND EFFECT AS THEY BIND APPLICANT TO THE TOWN.**

APPLICANT (INDIVIDUAL) SIGNING BELOW REPRESENTS THAT APPLICANT IS AUTHORIZED TO SUBMIT THIS APPLICATION ON BEHALF OF THE ABOVE NAMED BUSINESS AND TO LAWFULLY BIND THE ABOVE NAMED BUSINESS TO THIS APPLICATION:

APPLICANT'S SIGNATURE

DATE

**Please return the completed application to:
The Town of Highland Park Department of Public Safety
Alarm Services
4700 Drexel Drive
Email: alarms@hpdps.org**