



SECURITY DEPARTMENT: MULTIFAMILY
TENANT AGREEMENT INFORMATION FORM

FOR OFFICE USE ONLY
ACCOUNT# _____

(972) 541-2345
Fax: (972) 541-0292

CITY PERMIT# _____

License: (Security) B05659 / (Fire) ACR-2023290

This form is used for all Las Colinas Association (LCA) security accounts; monitored and non-monitored. Update your information as necessary; forms may be requested or downloaded at www.lascalinas.org. Please allow up to seven (7) days for information to become effective. The back of this form contains the Member Agreement for use with LCA's alarm monitoring service. Included with this form should be LCA's current Technical Specifications as well as the terms and conditions of the Agreement. If the Agreement is not on the back or attached, it is the Member's responsibility to obtain this Agreement. Please review the Agreement completely as your signature on this document represents acceptance of its contents and the terms and conditions on the back side or attached herewith, as does continuing to use the service by sending alarm signals to the LCA regardless of the submission of the form or a signature on it.

NOTE: Alarm system maintenance and installation are the responsibility of the Member. A Member may allow their tenant / lessee to use this service although this service and Agreement remain the Member's responsibility. LCA is licensed to monitor alarms only; each Member must engage a licensed alarm equipment installation company of its own choosing to install and/or maintain their system in accordance with LCA's Technical Specifications. LCA does not maintain, install or schedule Member alarm system work.

Las Colinas Location and Tenant (Lessee) / Management Information:

I WANT TO DO NOT WANT TO USE MY ALARM WITH LCA MONITORING SERVICE.

Alarm systems remain non-monitored until set-up with LCA Security Services with verified signals sent. Call LCA to inquire about setting up a system (972)541-1312

Street Number Street Name Unit # (if any) Zip

Multi-Family Complex Name: Primary Location Contact Person(s):

Last Name First Name Last Name First Name

Primary Contact Phone Number: () Alternate Phone Number: ()
(Can be a cell phone) (Can be a cell phone)

Primary Email Address to be Used: _____

Is the person completing this form the Member tenant/lessee or site management?

Contact / Call List: *Calls to primary contact and alternate number are attempted first unless otherwise specified. If no contact is made, Dispatch may attempt a call to your complex office before calling down the Contact/Call list in order. You must list at least two (2) contact phone numbers if LCA is or will be monitoring your alarm system (however, any additional phone numbers must be listed in the boxed area below). Please note that this service is provided to the Association Member which is your Apartment Complex. Notification of incidents may be made to them; they may place your unit on test; and any Special Requests regarding service to the complex must be done through them.

Table with 4 columns: Name, 1st Phone Number, 2nd Phone Number, 3rd Phone Number. Each cell contains a set of parentheses for phone number entry.

Access Only List: *Person(s) allowed at the location but are not considered responsible for the property (i.e., children, sitters or services)

Table with 2 columns: Name, Name. Two empty rows for listing access only individuals.

Password or Passcode (verbal code to be used as an identifier): _____
(Letters or numbers, less than 25 characters) Please do not use a word that could represent a call for help

Tenant / Lessee

Date

Management / Member's Representative

Date

STAFF WILL ATTEMPT CONTACT VIA EMAIL WHEN THIS FORM IS PROCESSED IF AN EMAIL ADDRESS IS INCLUDED.

09/05/18

In consideration of the following mutual promises and agreements, and for other good and valuable consideration, the receipt and sufficiency are acknowledged, The Las Colinas Association (LCA), and Member or Authorized Representative for the Las Colinas property as stated on this form, agree as follows:

1. **Alarm License or Permit:** The Member acknowledges responsibility for arranging to obtain a City of Irving permit for their alarm system, at their expense. The Member shall become familiar with and comply with any City of Irving local ordinances or state laws relating to installation and or operation of their alarm system(s). **LCA is not obligated to provide service to any Member without a valid City of Irving permit on file.**
2. **Member's Equipment:** Member agrees that LCA does not agree to and does not furnish any goods or materials to Member under this Agreement or by virtue of the relationship established hereby and that LCA owns none of the electronic detection or transmission equipment in the Member's premises, and LCA has no responsibility for the condition and/or the functioning thereof and that maintenance, repair, service, replacement and insurance of the electronic detection equipment are not the obligation or responsibility of LCA, but are that of the installing vendor or the Member. If the Member no longer wants to use LCA's monitoring service or to allow that use to a tenant / lessee, the Member must notify LCA in writing and dis-connect or re-program the alarm system to no longer send signals to LCA. The Member is free to use any alarm company licensed by the State of Texas for service or installation of their system. LCA may provide phone numbers of local vendors upon request, however provision of such does not constitute a recommendation or endorsement by LCA.
3. **Tenant / Lessee Use of Service:** A Member may allow their tenant / lessee to use their alarm system and or LCA's monitoring service with the understanding that it is the Member's service and their responsibility to abide by all parts of this Agreement. The LCA may request a copy of a lease for any property if the Member or their Representative does not sign this Agreement or if upon contact during a signal response, LCA deems it necessary. The Association is not responsible for verification of a lease. Multifamily complexes are required to submit to the LCA a list of tenants / lessee's annually upon request by the LCA, if their complex uses LCA's monitoring service.
4. **Contact / Call List (Information Form):** The Member agrees to furnish LCA a Contact / Call List containing names, addresses and telephone numbers. A tenant / lessee may complete this form indicating they are not the Member, though the service remains the Member's. The Information Form is provided on the face of or attached to this Agreement and should contain all persons authorized to enter or remain on the premises, and those persons who can be notified in the event of an alarm or incident. Member agrees to provide all changes, revisions, and modifications of this List forthwith when they occur.
5. **Procedures:** LCA and the Member agree that upon receipt of an alarm signal at LCA's Monitoring Station, LCA will follow its alarm response and emergency notification procedures. These procedures shall be within City and State guidelines and will be discussed and or provided to Members upon their request. LCA updates and revises its alarm response and emergency notification procedures from time to time as necessary. Member understands that LCA may, but has no obligation to notify anyone other than to attempt to contact Member or their Authorized Representative per the Contact/Call List (Information Form) provided by them. LCA may contact emergency agencies if there is reasonable cause to believe an emergency condition or crime exists or if no LCA/contract Patrol is available. Member acknowledges that the LCA may, but is not obligated to, send its own contract personnel to a Member's location in response to alarm signals, calls or observations. Patrol Officers, if they respond, cannot enter the location, but will attempt an inspection of the accessible perimeter. Member further understands that any information provided herein can be released to any appropriate City of Irving agency including the Police or Fire Departments.
6. **Excessive False Alarms:** In the event that Member shall cause an excessive number of false alarms through the carelessness of Member or Member's agents, tenants/lessee, employees, guests, or family members, or through the malicious or repeated accidental use of the alarm systems, or because of faulty or inappropriate devices or equipment, LCA, at its option, may terminate the monitoring of Member's alarm system. LCA will define excess using the same guidelines stipulated within the current City of Irving alarm ordinance. Member acknowledges that Member is responsible for any false alarm charges assessed Member by a municipality or other government body or entity and shall hold LCA harmless from such liability.
7. **Transmission Facilities:** Member represents that the signals from Member's alarm system are transmitted using an approved method as stated on LCA's published Technical Specifications to LCA's Central Station. In the event Member's telephone service or other approved transmission method is out of order, disconnected, or otherwise interrupted, signals from Member's alarm system will not be received by LCA during any such interruption. This interruption will not be known to LCA because transmission cannot occur in that event. Member further acknowledges and agrees that signals transmitted by a Member's alarm system over their chosen network are wholly beyond the control and jurisdiction of LCA and are maintained and serviced by the applicable telephone company or utility. Member agrees to furnish any necessary service, telephone lines or internet network connection or other as approved in Specs for transmitting signals at Member's own expense. Member acknowledges that activation of alarm system may interrupt /disconnect telephone service.
8. **Suspensions or Cancellation of Monitoring Service:** This Agreement may be suspended or canceled, without notice, and at the option of LCA, if the LCA Monitoring Center or Member's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service or in the event LCA is unable to render service as a result of any action by any governmental authority.
9. **Third Party Indemnification:** In the event any person not a party to this Agreement shall make any claim or files any lawsuit against LCA for any reason relating to LCA duties pursuant to this Agreement; Member agrees to indemnify, defend and hold LCA harmless from any and all such claims and lawsuits, including the payment of all damages, expenses, costs and attorneys' fees, whether such claims be based upon alleged intentional conduct, active or passive negligence, or strict or product liability on the part of LCA, its agents, or employees.
10. **LCA is not an Insurer, Limitations of Liability:** Member understands and agrees that LCA is not an insurer. Insurance, if any, shall be obtained by Member. **LCA makes no guaranty or warranty, including any implied warranty or merchantability or fitness for a particular use that the Monitoring Services supplied will in all cases avert or prevent occurrences or the consequences there of from which the Monitoring Service is designed to detect or avert.** Member acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, that may directly or proximately result from a failure to perform any of the obligations or services herein, including, but not limited to LCA's monitoring and patrol service, or the failure of the alarm system to properly operate, with resulting loss to Member because of, among other things: (a) The uncertain amount or value of Member'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 Monitoring Service is designed to detect or avert; (b) The uncertainty of the response time of any police department, fire department, paramedic unit, patrol service or others, should any of these parties be dispatched as a result of a signal being received; (c) The inability to ascertain what portion, if any, of any loss, would be proximately caused by LCA's failure to perform or by its equipment to operate; or (d) The uncertain nature of occurrences which might cause injury or death to Member or any other person which the Monitoring Service is designed to detect or avert. Member understands and agrees that if LCA should be found liable for loss or damage because of the failure of the System to properly perform or the failure of LCA to perform any of its obligations or to provide any of the Services subscribed for herein, including, but not limited to installation, monitoring, or patrol service, or the failure of any service or equipment of LCA in any respect whatsoever, LCA's liability shall not exceed a sum equal to Five Hundred Dollars (\$500.00) as liquidated damages and not as a penalty, which Member agrees is presently a reasonable estimate of the amount of damages. This liability shall be exclusive, and shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly, to persons or property, from performance or non-performance of the obligations imposed by this Agreement or from negligence, active or otherwise, of LCA, its agents, assigns, LCA board members/officers or employees. LCA shall not be liable for consequential damages in any event.
11. **Invalid Provisions:** In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.
12. **Notices:** Any notice required or given, under the terms of this Agreement shall be in writing and shall be deemed to have been given when delivered by the United States mail, postage prepaid, or if delivered in person and acknowledged with a receipt.
13. **Governing Law:** Member and LCA agree that transactions under Agreement shall be governed by the laws of the State of Texas in the event of a dispute or disagreement between them.
14. **Entire Agreement; Modification; Waiver:** This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms hereof. This Agreement supersedes all prior representations, understandings, or agreements of the parties, written or oral, and shall constitute the sole terms and conditions for sale for all services. This Agreement can be modified only in writing signed by both parties or their duly authorized agent. No waiver of a breach of any term condition of this Agreement shall be construed to be a waiver of any succeeding breach.

THE LAS COLINAS ASSOCIATION: ALARM MONITORING TECHNICAL SPECIFICATIONS

NOTICE: These specifications are current as of March 22, 2018 and are subject to change by The Las Colinas Association (LCA) at any time without prior notification. All members, tenants and their installers are responsible for obtaining any updated specifications from LCA as necessary. These can be obtained at <https://lascolinas.org/technical-specifications/> or by calling LCA's office to request. LCA's alarm center is listed by Underwriters Laboratories (UL) to provide alarm monitoring. LCA monitors burglary /intrusion, police / panic and fire systems. Staff strives to have data forms (Agreements) entered the same business day, however please allow up to seven (7) business days when submitting. **Please contact LCA's Security Services for account status before scheduling work.**

I. General Requirements:

- A. All location alarm equipment must be installed by a Texas State licensed alarm company before LCA's alarm monitoring center will monitor. Selection of a company to install or maintains a member's system is the member's choice; LCA will not recommend any company. The member can call LCA for current phone numbers of licensed companies working in the area, however these are not recommendations on behalf of LCA.
- B. Alarm systems must adhere to all local City and State rules, ordinances, regulations, building, electrical, and fire codes as well as any other proper construction procedures.
- C. Any system considered a fire system must be certified by a licensed fire alarm company. The licensed fire alarm company is responsible for seeing that the member's system complies with all applicable NFPA codes and local regulatory standards as interpreted by the local authority having jurisdiction; the City of Irving Fire Department. LCA will not provide any interpretation regarding regulatory codes. All fire alarm systems must be programmed to send in a self-test signal to the monitoring center, as code requires. Should a commercial fire system fail to test for a prolonged period or should LCA have reason to believe communication has ceased between a system and the monitoring center; LCA may notify the Irving Fire Department. **NOTE:** Anytime a fire system test is requested for a period of over six (6) hours, the request may be included on a log sheet forwarded to the Irving Fire Department at their request.
- D. Alarm system signals may be transmitted through the following methods: (1) Phone line (POTS) (2) Digital phone service (DSL) **Please note:** LCA cautions members from using a VoIP (Voice over Internet Protocol) method of alarm transmission. VoIP is not, at this time, fully regulated by the Federal Communications Commission (FCC) and has proven to have transmission problems from time to time. (3) Internet IP (with T-Link or similar device compatible to LCA's monitoring equipment) **NOTE:** T-Link 150's are not allowed. (4) Cellular (GSM) with special set-up through member selected alarm company / third party, for which Member is responsible for all fees / costs. (4) AES Mesh Radio set-up through a verified AES certified / State Licensed alarm company, using AES alarm radios with LCA's unique frequency. **Always advise your phone / IP (internet) provider of your monitored alarm system before changing your service.**
- E. If using a DSL service on the same phone line used for the alarm system, it is the member's responsibility to contact their alarm maintenance company about obtaining any necessary splitter/filter for that line.
- F. Ten (10) digit dialing is mandatory in the City of Irving. Installed equipment requiring telephone line transmission must be compliant.
- G. False Alarms are tracked and if deemed "excessive", LCA may cease monitoring the location. It is the member / owner's responsibility to keep their system in good working order and to provide LCA with current contact information. **A minimum of two (2) contact phone numbers for the member or someone the member selects as responsible for the location, is required. Contact list updates must be provided a minimum of every twenty-four (24) months or whenever changes to the current list occur. These changes must be submitted on an LCA Agreement Form as applicable These forms are available by contacting LCA or at our website www.lascolinas.org**
- H. **The City of Irving requires an alarm permit to be filed by the owner of every alarm system.** This permit is required for response by the Irving Police per City ordinance. LCA has the right, per its By-Laws, not to monitor locations without a valid alarm permit on file with the City. It is the member's responsibility to obtain this valid permit number and to supply it to LCA. Members can contact the City's Permit vendor at 1-855-694-8282 for further information on obtaining a permit, registering online for your City permit or City alarm requirements, visit the City's website: <https://cityofirving.org/1288/Alarm-Users-Information>

II. Equipment and Signaling:

- A. Alarm system equipment, at the member's site, must be capable of communication with LCA's receiving equipment consisting of DSC / Sur-Gard System III Receivers and AES IntelliNet 77051 Receivers. Specific receiver formats, speed, handshake, and account availability must be obtained by calling the Security Department during business hours (8am – 5pm Monday thru Friday) at (972) 541-1312. This is to be done by the alarm maintenance or installation company only; information on account specifics will not be provided to the Member as technical system questions must be answered to obtain /determine.
- B. Restoral signals are **ONLY** accepted on commercial Fire System installations. Openings and Closing signals are **NOT** accepted for any installation. LCA will **NOT** track openings and closings nor will we cease response based on any type of "Cancel" signal transmission without prior written agreement.
- C. **Timed "Self / Auto" Test signals are required from all member alarm systems and should be sent as follows: Commercial Systems-** A daily fire timed test signal is required, by the Fire Marshall, on all commercial fire systems. Other commercial systems, i.e. burglar alarm, may send timed tests weekly. **Residential / Multi-Family individual unit Systems-** A weekly or monthly timed test signal may be used for residential burglary alarm systems. **NOTE:** All burglary alarm systems with fire equipment attached, including keypad fire buttons, require a timed test per the State Fire Marshall. If a residential / multifamily unit system is considered a fire alarm system; the system must test daily.. If a Member wants their alarm system to self-test more frequently than suggested above; they may contact LCA's Security Services Department. It is the member's responsibility to test their alarm system as required in order to continue to be considered as active.
- D. One individual communicator must be used at each multiple or single-family dwelling unit. An individual phone line and / or transmission method is required for each multi-family unit. A fire system for an entire multi-family building is an exception to this **only** if approved by the Irving Fire Marshall / Department.
- E. As of January 1, 2007, the State of Texas requires all systems installed or replaced to meet the American National Standards Institute (ANSI) and the Security Industry Association (SIA) CPO-1 alarm system standards. Per this State Law, LCA will not knowingly monitor any newly installed or replaced alarm system that does not meet these standards.

III. Installation Requirements:

- A. LCA will issue a receiver phone number, applicable IP address and / or required monitored account number, only after a properly filled out LCA Agreement information form is on file for the location to be monitored. A valid City of Irving permit number must be obtained and provided by the member before they begin use of their alarm system. LCA's Agreement information forms can be obtained from LCA's office, its web page, faxed or emailed upon request.
- B. For new alarm "set-ups": Call LCA Dispatch at (972) 541-1312, during normal business hours (Monday – Friday: 8:00 to 5:00) to place a system on test prior to work. **Any alarm installation work after hours must be approved by LCA at least 24 business hours in advance.** To place an account on test; installers must provide an assigned Personal Identification Code (PIC)/ Password issued to their alarm company or their assigned State of Texas License number to allow for verification. The member /resident/manager may call and use their selected verbal code (PIC) if necessary. Alarm companies may be asked to supply their State license number at any time. LCA has the right to delay or stop the connection of any alarm system by a company without a valid Texas State license. If the license number cannot be verified immediately, there may be a delay in allowing the connection for LCA monitoring.

- C. **All alarm system work requires the system to be tested upon completion.** After testing equipment and sending in signals, installers **MUST** call LCA Dispatch to verify the signals at 972-541-1312. **WARNING:** Unless the installer tests in signals and calls back for verification of signals sent during new system installations, the system may **NOT** be considered completed for monitoring and may not be responded to by LCA Dispatch or Patrol until completed.
- D. The installation company **MUST** furnish complete alarm signal zone information, at or before the time of connection to LCA's alarm monitoring center. Failure to provide zone information as required may mean that the location is not placed into service for monitoring until received.

Las Colinas Association 3838 Teleport Blvd Irving, TX 75039 Dispatch: 972-541-1312 Fax: 972-541-0292
Security Services Email: safety@lascalinas.org