



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 Agreement Information Form (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 (Tech 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. Member must review the Agreement completely because 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 who owns the alarm system. 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 Tech Specifications. LCA does not maintain, install, or schedule Member alarm system work.

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

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

Is this form meant to **REPLACE** my existing information **ADD ONLY** to my existing information?

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.**

Name	1 st Phone Number	2 nd Phone Number	3 rd Phone Number
	()	()	()
	()	()	()
	()	()	()
	()	()	()

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

Name	Name

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.

10/23/18

THE LAS COLINAS ASSOCIATION: AGREEMENT

In consideration of these 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 obtaining a City of Irving (City) permit for their alarm system, at their expense. The Member must become familiar with and comply with any City local ordinances, State of Texas (State) laws or national codes relating to installation and/or operation of their alarm system(s). **LCA does not have 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 furnish any goods or materials to Member under this Agreement or by 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 allow that use to a tenant / lessee, the Member must notify LCA in writing (email if from account currently on file with LCA and acknowledged by LCA as received) and dis-connect or re-program the alarm system to no longer send signals to LCA. The Member may use any alarm company licensed by the State of Texas for service or installation of their system and must supply their selected vendor with a current copy of LCA's Technical Specifications (Tech Specifications) as included with this Agreement Information Form (Form) or at LCA's website. LCA may provide phone numbers of local vendors upon request, however provision of such constitutes no 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 understanding that it is the Member's service and their responsibility to abide by all parts of this Agreement. LCA may request a copy of a lease for any property if the Member or their Representative does not sign this Agreement/ Form or if upon contact during a signal response, LCA deems it necessary. LCA is not responsible for verification of a lease. Multifamily complexes must submit to the LCA a list of tenants / lessee's annually upon request by LCA, if their complex uses LCA's monitoring service.
4. **Contact / Call List (List):** The Member agrees to furnish LCA a Contact / Call List (List) containing names, addresses and telephone numbers using LCA's Form. A tenant / lessee may complete this form indicating they are not the Member, though the service remains the Member's. The Form should include this Agreement as the 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 if an alarm occurs 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 Center, LCA will follow its alarm response and emergency notification procedures. These procedures are intended to be consistent with 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, with no obligation to, attempt notification to Member, their Authorized Representative per the List provided by Member or area property management as known. LCA may attempt contact to emergency agencies if there is reasonable cause to believe an emergency condition or crime exists or if no LCA/contract Patrol (Patrol) is available. Member acknowledges that the LCA may, but is not obligated to, send Patrol to a Member's location in response to alarm signals, calls or observations. Should Patrol respond they cannot enter the location but will attempt an inspection of the accessible perimeter. Member further understands that any information provided can be released to any appropriate City agency including the Police or Fire Departments.
6. **Excessive False Alarms:** If Member shall cause an excessive number of false alarms through 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 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 will 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 Tech Specifications to LCA's Monitoring Center. If 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 agrees that signals transmitted by a Member's alarm system over their or LCA's chosen network/ utility providers 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 LCA's Tech Specifications for transmitting signals at Member's own expense. Member acknowledges 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 if LCA cannot render service because of any action by any governmental authority. LCA will attempt to follow standards in place to keep general equipment/ utility failures from suspending services, however cannot guarantee their service.
9. **Third Party Indemnification:** if any person not a party to this Agreement makes any claim or files any lawsuit against LCA relating to LCA duties under this Agreement; Member agrees to indemnify, defend and hold LCA harmless from any 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 by 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, must 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 thereof 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 that may directly or proximately result from a failure to perform the obligations or services herein, including, but not limited to LCA's monitoring and Patrol service, or the failure of the Member's alarm system and/or transmission methods to properly operate, with resulting loss to Member because, without limitation: (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 these parties be dispatched because of a signal being received; (c) The inability to ascertain what portion 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 the Services subscribed for herein, including, but not limited to monitoring, Patrol service, or the failure of any service, equipment or utility vendor of LCA in any respect whatsoever, LCA's liability may not exceed a sum equal to Five Hundred Dollars (\$500.00) as liquidated damages and not as a penalty, which Member presently agrees is a reasonable estimate of the damages. This liability is exclusive, and applies if loss or damage, despite 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 may not be held liable for consequential damages in any event. **Member expressly agrees to indemnify LCA from any liability for losses, claims, demands, damages, judgments, and costs for, or arising from LCA's performance under this agreement, regardless of any cause or any fault or negligence of LCA, LCA's agents, successors, assigns, employees, or otherwise.**
11. **Invalid Provisions:** In the event any term or provision of this Agreement are declared to be invalid or inoperative, all the remaining terms and provisions remain in full force and effect.
12. **Notices:** Any notice required or given, under the terms of this Agreement must be in writing and are 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 are 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 constitute the sole terms and conditions of 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 may be construed to be a waiver of any succeeding breach.

THE LAS COLINAS ASSOCIATION • ALARM MONITORING SPECIFICATIONS

NOTICE: These Technical Specifications (Tech Specifications) are current as of Oct 23, 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 as well as completing an Agreement Information Form (Form) from LCA as necessary. These Tech Specifications can be obtained at <https://lascalinas.org/technical-specifications/> or by calling LCA's office to request. LCA's Monitoring Center is listed by Underwriters Laboratories (UL) to provide alarm monitoring. LCA monitors burglary /intrusion, police / panic and fire systems. Staff strives to have Forms 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 (972) 541-1312.**

I. General Requirements:

- A. All Member location alarm equipment must be installed by a Texas State licensed alarm company before LCA's Monitoring Center will monitor. Selection of a company to install or maintain 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 of Irving (Irving) and Texas State (State) rules, ordinances, regulations, building, electrical, and fire codes, current LCA Tech Specifications as well as any other proper construction procedures.
- C. Any system considered a fire system must be certified by a State licensed fire alarm company and must be set to automatically test daily with the Monitoring Center. The licensed fire alarm company is responsible for seeing that the Member's system complies with all applicable fire codes and local regulatory standards as interpreted by the local authority having jurisdiction; the Irving Fire Department. LCA will not provide any interpretation regarding regulatory codes. 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). Member is responsible for alerting their alarm or phone company to install any necessary splitter/ filter. **Please note:** LCA cautions members from using VoIP (Voice over Internet Protocol) method for alarm transmission. VoIP is not, at this time, fully regulated by the Federal Communications Commission (FCC) and has proven to have transmission problems. (3) Internet IP (with DSC T-Link or similar device compatible to LCA's monitoring equipment) **NOTE:** DSC T-Link 150's are not allowed. *Member understands that IP/Internet issues will cause communication problems with their system if using this form of monitoring; any loss of service may require their alarm company to re-program their system. (4) Cellular (GSM) with special set-up through Member selected alarm company/ third party, for which Member is responsible for acquiring and for all fees/ costs which includes required monthly or annual transmission costs. (4) AES Mesh Radio set-up through a verified AES certified/ State Licensed alarm company, using specified AES radios with LCA's unique frequency. This form of radio signal transmission requires the Member to purchase the specified radio device, however does not require monthly/ annual signal transmission costs unless the Member purchases additional services through their selected alarm company.
Always advise your phone / IP (internet) provider of your monitored alarm system before changing your service.
- E. Ten (10) digit dialing is mandatory in Irving. Installed equipment requiring telephone line transmission must be compliant.
- F. False Alarms are tracked and if deemed "excessive", LCA may cease monitoring the location. It is the Member'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's Agreement Information Form (Form) as applicable. These Forms are available by contacting LCA or at our website www.lascalinas.org Irving requires an alarm permit 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 of Irving. It is the member's responsibility to obtain this valid permit number and to supply it to LCA. Members can contact Irving's Permit vendor at 1-855-694-8282 for further information on obtaining a permit, registering online for your City of Irving permit or City of Irving alarm requirements, visit Irving's website: <https://cityofirving.org/1288/Alarm-Users-Information>
- G.

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 LCA's 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. Account format specifics will not be provided to Member as alarm company must determine formats.
- 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 approved prior written agreement.
- C. **Timed "Self / Auto" Test signals are required from all Member alarm systems and should be sent as follows: Commercial Systems-** Fire systems must automatically daily as required by the Texas State Fire Marshal. Other commercial systems, i.e. burglar alarm, may send automatic tests weekly. **Residential / Multi-Family individual unit Systems-** A weekly or monthly automatic test signal may be used for residential burglary alarm systems. **NOTE:** All burglary alarm systems with fire equipment attached, including keypad fire buttons, require an automatic test per the Texas State Fire Marshal. **If a Member wants their alarm system to 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 and LCA may change a systems status to non-active and/ or refuse to issue proof of monitoring for Member's insurance company should a Member not meet testing/activity standards.**
- D. Individual communicators must be used at each multiple or single-family dwelling unit. An individual phone line and/or transmission method is required for each location. A fire system for a multi-family building is an exception to this **only** if approved by the Irving Fire Department.

III. Installation Requirements:

- A. LCA will issue a receiver number, applicable IP address and/ or required monitored account number, **only** after a properly filled out LCA Form is submitted for location. A valid Irving permit number must be obtained and provided by the Member before using their system. LCA's 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 company and/ or their assigned State of Texas License number to allow verification or the Member/resident/manager may use their selected verbal code (PIC). 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 an alarm system by a company without a valid State license or if the license number cannot be verified immediately.
- 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 signals are sent and verified with LCA during system installations/ maintenance, the system may **NOT** be considered completed for monitoring and may not be responded to by LCA's Monitoring Center.
- D. The installation company **MUST** furnish complete alarm signal zone information, at or before the time of connection to LCA's Monitoring Center. Failure to provide zone information as required may delay the location being placed into service for monitoring by LCA 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

