

# **APPLICATION**

AP 10647  
\$ PAID  
10/20/14 CC

City of Beaufort Zoning Board of Appeals  
1911 Boundary Street  
Beaufort, South Carolina 29902  
Phone (843) 525-7011, Fax (843) 986-5606  
E-Mail: [jbachety@cityofbeaufort.org](mailto:jbachety@cityofbeaufort.org)  
\*Revised September 12, 2014

Application Fee  
\$300

**SPECIAL EXCEPTION APPLICATION**

OFFICE USE ONLY: Date Filed: 10/20/14 Application #: ZB/4-22 Zoning District: R-3

**Instructions**

Entries must be printed or typewritten. If the application is on behalf of the property owner(s), all owners must sign. If the applicant is not the owner, the owner(s) must sign the Designation of Agent (below).

**Submittal Requirements**

1. A legal survey of the property. 2. An accurate, legible site plan showing the north arrow, dimensions, and locations of all existing and proposed structures and any improvements relevant to the appeal such as trees, fences, power lines. Six copies of all plans are required. 3. Photograph(s) of the site.

APPLICANT(S): George & Lori Soutag STEVEN SABLE  
Address: 236 Fenway Rd, Columbus, OH 43214  
Telephone: 614 205 4449 [day] \_\_\_\_\_ [fax]  
E-mail: GRSOUTAG711@GMAIL.COM

OWNER(S) if other than Applicant(s): \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ [day] \_\_\_\_\_ [fax]

PROPERTY STREET ADDRESS: 2703 OAKLAND AVE, BEAUFORT, SC 29902  
Tax Map No.: R120 003 000 0318 0000  
Parcel No.: \_\_\_\_\_

Pursuant to Section 6-29-1145 of the South Carolina Code of Laws, is this tract or parcel restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the activity described in this application?  
 Yes  No

**DESIGNATION OF AGENT [complete only if owner is not applicant]:**

I (we) hereby appoint the person named as Applicant as my (our) agent to represent me (us) in this application.

Date: 10/22/14 Owner's Signature: [Signature]

I (We) certify that the information in this application is correct.

Date: 10/14/14 Applicant's Signature: [Signature]

City of Beaufort Zoning Board of Appeals  
1911 Boundary Street  
Beaufort, South Carolina 29902  
Phone: (843) 525-7011, Fax: (834) 986-5606  
E-Mail: [jbachety@cityofbeaufort.org](mailto:jbachety@cityofbeaufort.org)  
\*Revised September 12, 2014

**APPLICATION FOR SPECIAL EXCEPTION**

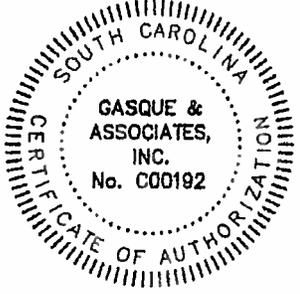
Applicant hereby appeals to the Zoning Board of Appeals for a special exception for a (ex. Type 2 Home Occupation) SHORT TERM RENTAL

on property described on Page 1, which is permitted by special exception under the district regulation in Section 5.1 of the Unified Development Ordinance (UDO).

1. Applicant will meet the standards in Section 3.16.D of the UDO which are applicable to the proposed special exception in the following manner:

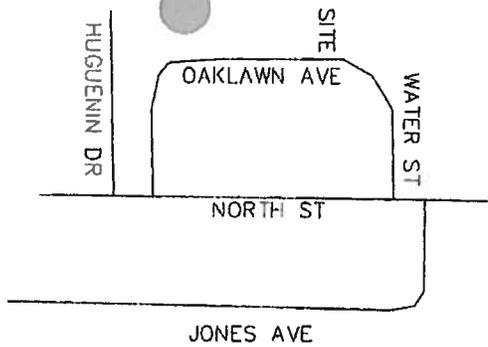
- a. The proposed use is compatible with existing land uses in the surrounding area as follows: 2 BED ROOM 1 BATH FLOOR PLAN LEADS TO SMALL FAMILIES RENTING IN THE NEIGHBORHOOD
- b. The proposed site plan, circulation plan, and schematic architectural designs are harmonious with the character of the surrounding area in that: \_\_\_\_\_
- c. The likely impact on public infrastructure such as roads, parking facilities, and water and sewer systems, and on public services such as police and fire protection and solid waste collection, and the ability of existing infrastructure and services to adequately service the proposed use without negatively impacting existing uses in the area and in the City are as follows: RESIDENCE IS USED BY OWNERS 4-6 WEEKS PER YEAR. THIS WILL SIMPLY BE LIKE HAVING OWNER PRESENT ALL YEAR.
- d. The proposed use(s) and designs are in general conformity with the City's comprehensive Plan and any other plans officially adopted by the City in that: VISITORS WILL LIKELY SPEND MONEY WITH LOCAL VENDORS DURING THEIR STAY
- e. The likely impact on public health and safety is as follows: None
- f. Potential creation of noise, lights, fumes, dust, smoke, vibration, fire hazard, or other injurious or obnoxious impacts is as follows: None

[A site plan must be submitted]



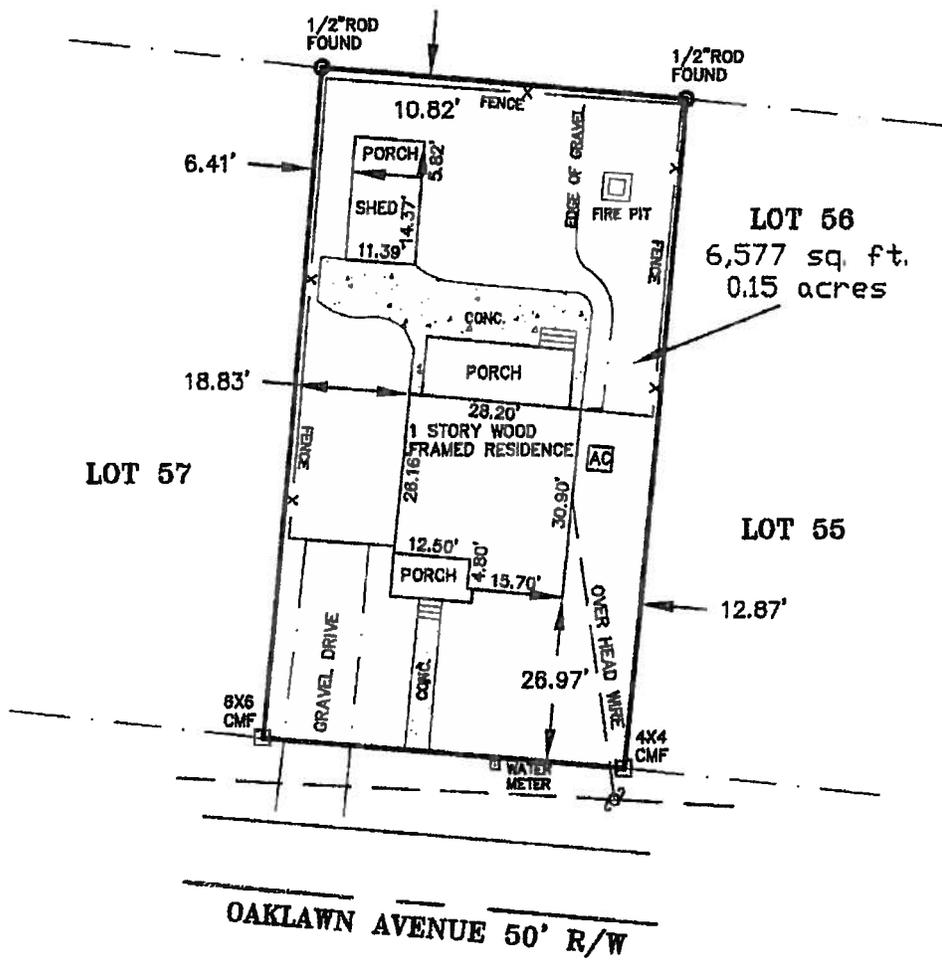
**GASQUE & ASSOCIATES INC.  
LAND SURVEYORS & PLANNERS**

28 PROFESSIONAL VILLAGE CIRCLE, BEAUFORT, S.C.  
P.O. BOX 1363, BEAUFORT, S.C.  
PHONE (843) 522-1798



VICINITY MAP NOT TO SCALE

R120 003 000 0359 0000  
DANNA D. DANIELS



ASBUILT SURVEY PREPARED FOR

**GEORGE R. SONTAG III & LORI SONTAG**

BEING LOT 56 WOODLAWN SUBDIVISION AS SHOWN ON A PLAT BY R. D. TROGDON JR,  
DATED 12/12/2001 RECORDED IN BOOK 2495, PAGE 1807 BEAUFORT COUNTY R.M.C. OFFICE  
LOCATED IN THE CITY OF BEAUFORT, BEAUFORT COUNTY SOUTH CAROLINA  
TAX MAP R120 003 000 0318 0000

THE CERTIFIER HAS NOT INVESTIGATED OR BEEN INSTRUCTED TO INVESTIGATE THE EXISTENCE OR  
NONEXISTENCE OF ANY OVERLAY DISTRICTS, SUCH AS; AIRPORT, MILITARY, NOISE, CRASH POTENTIAL OR  
ENVIRONMENTAL ISSUES.



**CITY OF BEAUFORT**  
**CONTACT LIST FOR SHORT TERM RENTAL**  
**LOCATED AT 2703 Oaklawn St.**

**PROPERTY OWNER:**

Name: George and Lori Sontag  
Address: 236 Fenway Rd Columbus, OH 43214  
Phone: (614) 205-4449  
E-Mail: grsontag711@gmail.com lesontag@gmail.com

**PROPERTY MANAGER: (PRIMARY)**

Name: JC Cuppia  
Address: PO Box 745 Beaufort SC 29901  
Phone: 843-812-4494  
E-Mail: beaufortvacationrentals@gmail.com

**PROPERTY MANAGER: (BACK-UP)**

Name: Beaufort Rentals  
Address: PO Box 745 Beaufort SC 29901  
Phone: \* 843-252-4249  
E-Mail: beaufortrentals@gmail.com

**PROPERTY MANAGER (SECONDARY BACK-UP)**

Name: Beaufort Rentals Emergency Contact  
Address: 69 Robert Smalls Pkwy Suit 1A  
Phone: 843-321-8514  
E-Mail: \_\_\_\_\_

## **Sontag Rental Business Plan**

2703 Oaklawn Ave, Beaufort, SC 29902 (Property) is owned by George and Lori Sontag (owners) and is located in a residential neighborhood east of Ribaut Rd and south of Boundary St. The property is a 2 bedroom and 1 bath cottage with a lovely back yard and a screened porch offering a place of quiet serenity to owners and guests. The yard provides gardens and shade to reenergize.

As owners, Lori and I and our family currently only get to spend about 8 weeks per year on property, we plan to retire in a few years to the area and found it possible to offer the property for short term rental to help offset costs. We will do this by making the property available to rent to families with 6 or less total guests for a minimum of 2 nights. The cost for rental is to be \$100.00 per night or \$500.00 per week plus appropriate tax. The rental agreements and payments will be scheduled through [www.VRBO.com](http://www.VRBO.com) which is an online Vacation Rental website. During our visits to Beaufort, we maintain the cottage so that it is very comfortable and welcoming to our guests. Though we are new to the rental business, we have provided guest housing to several of our family and friends from our remote location in Columbus, OH with no concerns or problems.

Guests will check in after 4:00 pm and must leave on the scheduled day of departure by 11:00 am. Check in is done by use of an electronic key pad on the front door. We email the code and activate it prior to the guest's arrival. The code is deactivated upon the guest's departure. A rental agreement will be agreed to between owner and guests prior to check in time. A security deposit of \$150.00 will be collected upon registration and returned within 5 days of checkout if no damage is reported.

A cleaning service is contracted to clean the property upon the guests' departure. The company has agreed to take out and return the trash and recycling bins on the assigned collection date. We have also spoke with a backup cleaner in case of a problem.

The yard is currently professionally maintained by a lawn maintenance service.

The service of plumbers, electricians and handymen have been arranged to be able to address concerns when owners are not present. Lori and George also complete maintenance when visiting the cottage.

The property includes a fire and theft alarm system monitored by Frontpoint Security. This information is included with our packet. We currently monitor unlawful entry, fire and water/flood detection remotely through Frontpoint and our contract is attached to this document. A new certificate will include carbon monoxide after the installation is made and monitoring begins no later than November 24, 2014.

We are very blessed to have developed good relationships with several of our neighbors that are supportive of this endeavor. Regena and Rusty Dillinger are lifelong friends living in the area and are available in case of emergency. Steve and Nancy Sagle are friends living on Lady's Island that can assist in a moment's notice and routinely check the property for us in our absence.

We have posted emergency information inside the cottage for our guests in case of emergency.

Lori has spent her career in property management accounting and is well versed in maintaining great records and reporting as required. She will take care of our tax filing and record keeping.

We are very excited to be contributing members of the Beaufort, SC community. We fell in love with Beaufort during many visits prior to deciding to settle in town for our retirement. We want nothing more for our cottage than to be a welcome respite for those that visit. We hope that you see our pride when you drive by our property and plan to make Oaklawn Ave. a better place because of our presence.

Thank you for considering our application for a special exception to the local Zoning Board. We are very excited to begin sharing our home and our community through the rental industry.

Owners:

George and Lori Sontag

236 Fenway Rd.

Columbus, OH 43214

614-205-4449

Grsontag711@gmail.com

**George and Lori Sontag  
VRBO.com Rental Agreement**

This Short Term Rental Agreement (the "Agreement") is made by and between George and Lori Sontag ("Homeowner") and \_\_\_\_\_ ("Guest") as of the date last set forth on the signature page of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

**1. Property:** The property is located at: 2703 Oaklawn Ave, Beaufort, SC, 29902

The property is furnished and includes 2 Bedrooms with queen size beds, a sleeper sofa, 1 bathroom with a tub and shower and a fully functional kitchen to prepare meals.

**2. Rental Party:** The rental party shall consist of Guest and the following persons:

---

**3. Maximum Occupancy:** The maximum number of guests is limited to 6 persons.

**4. Term of the Lease:** The lease begins at 4:00 p.m. on \_\_\_\_\_ (the "Check-in Date") and ends at 11:00 a.m. on \_\_\_\_\_ (the "Checkout Date").

**5. Minimum Stay:** This property requires a 2 night minimum stay. Longer minimum stays may be required during holiday periods. If a rental is taken for less than 2 days, the guest will be charged the 2-night rate.

**6. Rental Rules:** Guest agrees to abide by the Rental Rules at all times while at the property and shall cause all members of the rental party and anyone else Guest permits on the property to abide by the following rules at all times while at the property.

**7. Access:** Guest shall allow Homeowner access to the property for purposes of repair and inspection. Homeowner shall exercise this right of access in a reasonable manner.

**8. Rental Rate and Fees**

a. **Deposit:** A deposit of \$150.00 is due at least 30 days prior to the Check-In Date.

The deposit is for security and shall be refunded within 5 days of the Checkout Date provided no deductions are made due to:

- i. damage to the property or furnishings;
- ii. dirt or other mess requiring excessive cleaning; or
- iii. any other cost incurred by Homeowner due to Guest's stay.

If the premises appear dirty or damaged upon Check-in, Guest shall inform Homeowner immediately.

b. Rental Rate. Payment in full of the following fees shall be due within 30 days of the Check-in Date:  
 \$ 100.00 per night x \_\_\_\_ nights = \$ \_\_\_\_\_

Cleaning fee	\$ 65.00
Sales Tax 10%	\$ _____
Less deposit	\$(150.00)
TOTAL Due	\$ _____

**9. Cancellation Policy:** If Guest wishes to cancel his/her reservation, the deposit will be refunded as follows:

100% if cancelled 60 days prior to the Check-in Date

50% if cancelled 30 days prior to the Check-in Date

**10. Insurance:** We encourage all renters to purchase traveler insurance.

**11. Payment:** Acceptable payment methods are [personal check or credit card]. If you wish to use a credit card, please provide the following information.

Name on credit card: \_\_\_\_\_ Type: \_\_\_\_\_

Credit card billing address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Credit Card Number \_\_\_\_\_

Exp date \_\_\_\_\_ CVV (Security) Code \_\_\_\_\_

By my signature below, I hereby give permission to charge my credit card for the amounts above. I agree that all rental monies are non-refundable per cancellation policy above. I have read my rights to purchase travel insurance.

The parties agree to the terms of this Short Term Rental Agreement, as evidenced by the signatures set forth below.

	Homeowner:	Guest:
Signature (electronic or manual)		
Name (printed)		
Date		
Phone number (during stay)		

## **Rental Rules**

1. Smoking is NOT allowed OR Smoking is allowed outside only.
2. People other than those in the Guest party set forth above may not stay overnight in the property. Any other person in the property is the sole responsibility of Guest.
3. All of the units are privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.
4. Keep the property and all furnishings in good order
5. Only use appliances for their intended uses.
6. Pets are permitted only with prior approval. Pets may not be left unsupervised on the premises. Renter is responsible to clean up pet waste daily.
7. PARKING – Parking is limited to 2 vehicle(s). Vehicles are to be parked in driveway only. Parking on the road is not permitted. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.
8. Housekeeping: There is no daily housekeeping service. While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. We suggest you bring beach towels. We do not permit towels or linens to be taken from the units.
9. Quiet hours: The premise is located in a residential area. Quiet should be maintained during dark hours so as not to disturb neighbors.
10. Storms:

If there is a storm or hurricane, no refunds will be given unless:

- The state or local authorities order mandatory evacuations in a "Tropical Storm/Hurricane Warning area" and/or
- A "mandatory evacuation order has been given for the Tropical Storm/Hurricane Warning" area of residence of a vacationing guest.
- The day that the authorities order a mandatory evacuation order in a "Tropical Storm/Hurricane Warning," area, we will refund:
  - Any unused portion of rent from a guest currently registered;
  - Any unused portion of rent from a guest that is scheduled to arrive, and wants to shorten the stay, to come in after the Hurricane Warning is lifted; and
  - Any advance rents collected or deposited for a reservation that is scheduled to arrive during the "Hurricane Warning" period.



# Frontpoint®

This certificate is to certify that FrontPoint Security Solutions, LLC ("Frontpoint") is providing 100% wireless security monitoring services to the following person(s) or businesses.

All Frontpoint security systems include U.L. listed equipment manufactured by GE Security. In addition, all accounts are monitored by Rapid Respond Monitoring, which is nationally recognized and U.L. listed. The address of this monitoring facility is: 400 West Division St, Syracuse, NY 13204.

Customer Name:	George Sontag
Premise Address:	2703 Oaklawn St
City, State, & Zip:	Beaufort , SC , 29902
Date of Activation:	08 / 16 / 2013

### Description of Services Provided (as of October 15, 2014)

Burglar / Intrusion Protection:   
Fire Protection:   
Environmental Protection:

Special Notes About Services Provided: Water/Flood

FRONTPOINT SECURITY SOLUTIONS, LLC

By: Andrew P Burk  
Andrew P Burk  
Director of Customer Relations

Date: 10/15/2014

This Agreement is made this 26<sup>th</sup> day of July, 2013, by and between FRONTPOINT SECURITY SOLUTIONS, LLC ("Company") and George Sontag ("Subscriber"). Subscriber is sometimes referred to herein as "you" or "your" and Company is sometimes referred to herein as "we," "us" or "our." Location of Subscriber's premises where the System shall be installed ("Premises") is 2703 Oaklawn St., Beaufort, SC 29902.

Subject to the terms and conditions hereinafter set forth, Company agrees to provide you with monitoring and related services ("Services") for an alarm signaling system ("System"). You acknowledge and agree that (i) additional equipment, at additional cost, can provide increased detection ability, (ii) you have voluntarily elected to accept the System based on your personal reasons, e.g., cost, lifestyle, presence or absence of pets, etc., (iii) your local municipality may require that you obtain a license or permit for the installation, use or monitoring of the System and that you are solely responsible for determining and complying with such obligations, (iv) you shall notify Company of all ordinances or local policies of Proper Authorities that may affect Company's performance of services to you. If, at any time after the date hereof, you request or authorize additional equipment or services, all sales, installation and services supplied by Company shall be subject to the terms of this Agreement only, except that additional charges shall be made for such additional sales, installation or services.

- 1. Sale and Installation Charges.** You agree to pay Company the sum of \$99.95, plus tax, if applicable, for the sale and the installation, if applicable, of the System by credit card upon signing this Agreement.
- 2. Monthly Charges.** You agree to pay Company the sum of \$49.99, plus tax, if applicable, per month for Services monthly by credit card ("Monthly Charges"). You authorize payments due as stated above, and any other charges (including penalties, fees, or other monies due hereunder) to be remitted through the credit card account you provided to Company at the time of your order. You agree always to provide Company with a current and valid credit card account to which your Monthly Charges (and any penalties, fees, or other monies due hereunder) can be billed. Company shall have the right to increase the Monthly Charges in an amount not to exceed 5% per year.

THERE IS NO FINANCE CHARGE OR COST OF CREDIT (0% APR) ASSOCIATED WITH THIS AGREEMENT		
A. Number of Payments for the Initial Term is 36.	B. Amount of each payment is \$49.99.	Total of payments for the Initial Term is \$1,799.64 (exclusive of any applicable taxes, fees, fines, and rate increases).
Late Charge. A charge of one and one-half (1-1/2%) percent per month (eighteen (18%) percent per year) will apply to all obligations not paid pursuant to the terms contained herein. You shall also pay to Company an administrative fee (late charge) of 5% of any payment due hereunder received by Company after the date on which such payment is due as agreed as damages and not as a penalty.	Prepayment. If you prepay the Total of Payments prior to the end of the Initial Term of this Agreement, there is no penalty or refund except as explained in Paragraph 28.	See Sections 14, 15, and 16 of this Agreement for additional information about nonpayment and default.

- 3. Term, and Automatic Renewal, and Return.** This Agreement shall continue for an initial period of Three Year ("Initial Term"). Following the Initial Term, this Agreement shall renew for successive periods equal to twelve (12) months unless either party gives at least sixty (60) days written notice of intention not to renew, effective at the end of the then current term. In the event this renewal provision is not effective by operation of law, this Agreement shall automatically renew on a month-to-month basis until either party gives at least thirty (30) days written notice of its intention not to renew. Written notice shall be provided to FrontPoint Security Solutions, LLC, at 1568 Spring Hill Rd. Suite 100, McLean, VA via certified mail with return receipt. Notwithstanding the above, Customer agrees to either activate the System or initiate a return of the System to Company within thirty (30) days of date of receipt ("Trial Period"). You agree that failure to activate or failure to postmark a return of your equipment (which must be in new resalable condition) during the Trial Period will result in any upfront discounts being charged to your credit card, which shall be the sum of (1) a contract term discount of (\$300.00) and (2) a coupon incentive code discount of \$179.97. You may return the system for any reason and receive a full refund provided that the return must be postmarked during the Trial Period and the equipment must be in new resalable condition when received by Company. If Company, in its sole discretion, elects to allow a return after the Trial Period, a restocking fee of up to \$150.00 may be deducted from any amount refunded.
- 4. COMPANY IS NOT AN INSURER. WE ARE NOT AN INSURER AND YOU AGREE TO OBTAIN FROM AN INSURER ANY INSURANCE YOU DESIRE. THE AMOUNT YOU PAY US IS BASED UPON THE SERVICES WE PERFORM AND THE LIMITED LIABILITY WE ASSUME UNDER THIS CONTRACT AND IS UNRELATED TO THE VALUE OF YOUR PROPERTY OR THE PROPERTY OF OTHERS LOCATED IN YOUR PREMISES. IN THE EVENT OF ANY LOSS OR INJURY TO ANY PERSON OR PROPERTY, YOU AGREE TO LOOK EXCLUSIVELY TO YOUR INSURER TO RECOVER DAMAGES. YOU WAIVE ALL SUBROGATION AND OTHER RIGHTS OF RECOVERY AGAINST US THAT ANY INSURER OR OTHER PERSON MAY HAVE AS A RESULT OF PAYING ANY CLAIM FOR LOSS OR INJURY TO ANY OTHER PERSON. YOU HEREBY RELEASE COMPANY AND REPRESENTATIVES FOR ALL LOSSES, DAMAGES AND EXPENSES (I) COVERED BY YOUR INSURANCE POLICIES, (II) POLICY DEDUCTIBLES, CO-PAY PERCENTAGE, OR RETAINED LIMITS, (III) IN EXCESS OF AMOUNTS PAID BY YOUR INSURANCE, AND (IV) DUE TO UNDER INSURANCE.**
- 5. NO LIABILITY / LIMITATION OF LIABILITY.** IT WILL BE EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGES THAT MAY RESULT FROM OUR FAILURE TO PERFORM OUR DUTIES UNDER THIS CONTRACT. YOU AGREE THAT WE AND OUR AGENTS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, SUB-CONTRACTORS, AND PARENT COMPANIES ("REPRESENTATIVES") ARE EXEMPT FROM LIABILITY FOR ANY LOSS, DAMAGE, INJURY OR OTHER CONSEQUENCE ARISING DIRECTLY OR INDIRECTLY FROM THE SERVICES (INCLUDING INTERNET/WEBSITE SERVICES) WE PERFORM OR THE SYSTEMS WE PROVIDE UNDER THIS CONTRACT. IF IT IS DETERMINED THAT WE OR ANY OF OUR AGENTS, EMPLOYEES, SUBSIDIARIES, AFFILIATES OR PARENT COMPANIES ARE DIRECTLY OR INDIRECTLY RESPONSIBLE FOR ANY SUCH LOSS, DAMAGE, INJURY OR OTHER CONSEQUENCE, YOU AGREE THAT DAMAGES SHALL BE LIMITED TO \$500. THESE AGREED UPON DAMAGES ARE NOT A PENALTY. THEY ARE YOUR SOLE REMEDY NO MATTER HOW THE LOSS, DAMAGE, INJURY OR OTHER CONSEQUENCE IS CAUSED, EVEN IF CAUSED BY OUR NEGLIGENCE, GROSS NEGLIGENCE, FAILURE TO PERFORM DUTIES UNDER THIS CONTRACT, STRICT LIABILITY, FAILURE TO COMPLY WITH ANY APPLICABLE LAW, OR OTHER FAULT. AT YOUR REQUEST, WE MAY ASSUME ADDITIONAL LIABILITY BY ATTACHING AN AMENDMENT TO THIS CONTRACT STATING THE EXTENT OF OUR ADDITIONAL LIABILITY AND THE ADDITIONAL COST TO YOU. YOU AGREE THAT WE ARE NOT AN INSURER EVEN IF WE ENTER INTO ANY SUCH AN AMENDMENT.
- 6. INDEMNIFICATION.** IF ANYONE OTHER THAN YOU, INCLUDING, WITHOUT LIMITATION, YOUR INSURANCE COMPANY, ASKS COMPANY OR REPRESENTATIVES TO PAY FOR ANY LOSS, DAMAGE OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ECONOMIC LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) DUE TO (I) BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED, (II) ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE BY COMPANY OR REPRESENTATIVES, (III) FAILURE OR MALFUNCTION OF THE SYSTEM OR THE MONITORING STATION FACILITIES, (IV) RECORDING OF COMMUNICATIONS OR VIDEO SURVEILLANCE/RECORDING, (V) PRODUCT OR STRICT LIABILITY, OR (VI) A CLAIM FOR SUBROGATION, INDEMNIFICATION OR CONTRIBUTION, IN ANY CASE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIP CREATED BETWEEN YOU AND COMPANY PURSUANT TO THIS AGREEMENT, YOU AGREE TO PAY (WITHOUT ANY LIMITATION) THAT COMPANY OR REPRESENTATIVES FIRST PAID FOR ALL LOSSES, DAMAGES, COSTS AND EXPENSES

- INCLUDING, WITHOUT LIMITATION, ALL FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY COMPANY OR REPRESENTATIVES. THIS PARAGRAPH SHALL NOT APPLY TO CLAIMS FOR LOSS OR DAMAGE OCCURRING WHILE COMPANY'S EMPLOYEE OR SUBCONTRACTOR IS ON THE PREMISES AND SUCH LOSS OR DAMAGE IS CAUSED DIRECTLY AND SOLELY BY THE NEGLIGENCE OF THE COMPANY'S EMPLOYEE OR SUBCONTRACTOR, PROVIDED, HOWEVER, THAT THIS EXCEPTION SHALL BE LIMITED TO THE AMOUNT OF PROCEEDS RECEIVED FROM COMPANY'S INSURANCE POLICY(IES) APPLICABLE TO THE CLAIM OR ACTION FOR SUCH LOSS OR DAMAGE.
7. **LIMITED WARRANTY.** IN THE EVENT THAT ANY PART, EXCEPT FOR WIRING, LIGHT BULBS, L.E.D.'S, L.C.D.'S, EXPENDABLE BATTERIES AND FOIL TAPE SHALL BECOME DEFECTIVE WITHIN TWO (2) YEARS FROM THE DATE OF ACTIVATION, COMPANY SHALL REPLACE OR REPAIR THE DEFECTIVE PART WITHOUT CHARGE TO YOU. THIS WARRANTY IS NOT ASSIGNABLE. IF YOU DISCOVER A DEFECT IN THE PRODUCTS SUPPLIED UNDER THIS AGREEMENT, YOU SHOULD IMMEDIATELY CONTACT COMPANY IN WRITING OR BY TELEPHONE, AT THE ADDRESS AND TELEPHONE NUMBER SET FORTH, AND FULLY DESCRIBE THE NATURE OF THE DEFECT SO THAT REPAIR SERVICE MAY BE RENDERED. EXCEPT AS SET FORTH ABOVE, COMPANY AND REPRESENTATIVES MAKE NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED. THIS WARRANTY DOES NOT COVER ANY DAMAGE TO MATERIAL OR EQUIPMENT CAUSED BY ACCIDENT, VANDALISM, SUBSCRIBER NEGLIGENCE, FLOOD, WATER, LIGHTNING, FIRE, INTRUSION, ABUSE, MISUSE, AN ACT OF GOD, ANY CASUALTY, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN COMPANY OR ITS AUTHORIZED REPRESENTATIVES, OR ANY CAUSE OTHER THAN ORDINARY WEAR AND TEAR. COMPANY SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. YOU ACKNOWLEDGE THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY COMPANY SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THAT COMPANY DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED; CIRCUMVENTED, OR THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE SIGNALING, MONITORING AND RESPONSE FOR WHICH IT WAS INTENDED; THAT YOU ARE NOT RELYING ON COMPANY'S SKILL OR JUDGMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE; THAT THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THIS AGREEMENT OR HEREIN, AND THAT ALL IMPLIED WARRANTIES, IF ANY, COINCIDE WITH THE DURATION OF THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.
  8. **Monitoring Service.** Once Company receives a signal from the System, Company will try to notify, over the regular telephone lines, the agency(ies) and or person(s) identified in the information provided by the Customer. However, Company will not notify anyone if it reasonably believes that notification is not required. The Customer agrees to provide Company with up-to-date information as necessary. Company is entitled to rely solely on information provided by the Customer. Company is not responsible for trying to contact anyone else. Company may attempt to verify the nature of the emergency by communicating with someone at Customer's Premises prior to notifying the emergency contacts provided by Customer. If the property being protected is a commercial property, Company shall not respond to any signals from the System that are reported to be fire signals.
  9. **Installation and Service.** You acknowledge and agree that Company and its Representatives have no knowledge of existing hidden pipes, wires or other like objects within walls, floors, ceilings, and other concealed spaces, and it is your obligation to advise Company of such hidden objects. You release Company and its Representatives from any damages, losses or expenses for personal injury, including death, or damage to real or personal property if you fail to do so. Company makes no promise of delivery or installation, if applicable, of equipment or commencement of Services by any particular date. Company shall be in no way obligated to repair, restore, or redecorate the Premises in the event the System is removed from the Premises. You acknowledge that you have the authority to permit the installation of the System at the Premise. You agree that Company has no responsibility for the condition or operation of any equipment, device, or property of any sort of Subscriber or others ("Property"). Customer must provide 110 volt electrical service, including non-switched and non-ground-fault interruption electrical outlets, for the System's transformers and other electrical devices.
  10. **Transmission Systems.** You understand that equipment transmits signals via (a) the telephone network including direct wire, derived channel, multiplex, etc., (b) radio including Global System for Mobile Communications (GSM) and Global Packet Radio Service (GPRS), or (c) the internet including broadband, DSL, and cable, etc. You understand that the equipment with which the System communicates to the monitoring station is the property of Company and that at no point does Subscriber gain ownership of this communication equipment. You agree that the System is not infallible and you acknowledge that the System or the transmission of signals from the System by telephone, radio, or internet may be interrupted, circumvented or compromised (e.g., cut telephone line; interference with radio signals from ground interference, atmospheric conditions, etc.; power line surges or outages; internet or internet provider transmission or receiving problems). You understand that a two-way voice system enables Company to "listen-in" to the Premises. You authorize and consent to Company listening-in and release Company and Representatives for all claims, losses, damages, costs and expenses due to Company's or its Representatives' listening-in to the Premises. You acknowledge that the System is non-supervised. If the Transmission System is interrupted by natural or human causes there may be no indication of this fact at the monitoring station. The System may not be compatible with other monitoring station companies. It is your sole responsibility to test the System periodically, at least monthly. Any claimed inadequacy or failure of the System shall be immediately reported to Company for repair service.
  11. **MEDICAL EMERGENCY SIGNAL.** YOU ACKNOWLEDGE AND AGREE THAT COMPANY'S SOLE RESPONSIBILITY UPON RECEIPT OF A MEDICAL EMERGENCY SIGNAL TRANSMITTED FROM THE SYSTEM IS TO CALL BY TELEPHONE THE MEDICAL ASSISTANCE PROVIDERS AS DIRECTED BY YOU. YOU UNDERSTAND AND AGREE THAT COMPANY AND REPRESENTATIVES ARE HEREBY RELEASED FROM ALL LIABILITY DUE TO ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF COMPANY OR REPRESENTATIVES WHICH YOU, OR ANYONE CLAIMING THROUGH YOU, IN ANY WAY MIGHT OR COULD CLAIM AGAINST COMPANY OR REPRESENTATIVES BASED UPON, ARISING OUT OF OR FROM, IN CONNECTION WITH, RESULTING FROM, RELATED TO OR AS A CONSEQUENCE OF COMPANY'S OR REPRESENTATIVES' FAILURE TO CONTACT OR IMPROPER DISPATCH OF MEDICAL ASSISTANCE PROVIDERS.
  12. **Suspension of Service, Shut-Down, Lock-Out or Removal of System.** You understand and agree that Company may, in its sole and absolute discretion, electronically lockout the System permanently in order to limit access to the System. Should you default hereunder, or upon termination of Services for any reason, or the System excessively signals Company's monitoring station without apparent reason, you authorize and empower Company to, without limitation, do any one or more of the following: remove the System from the Premises (if activation and sale price not fully paid), disconnect the System, shut-down the System and/or render some or all of the equipment incapable of signaling locally or communicating with any monitoring station, and refuse to unlock the System. The exercise of such rights shall not be deemed a waiver of Company's right to damages, and Company shall have the right to enforce all other remedies or rights. If you fail or refuse to cooperate or if you prevent Company from exercising its rights pursuant to this paragraph, you shall pay to Company the sum of One  
The original document is owned by FrontPoint Security Solutions, LLC and this copy was created on Jul 26, 2013 10:38:38 AM.

- the monitoring station, as agreed upon damages and not as a penalty, plus all actual attorneys' fees and court costs incurred by Company as a party in any action arising out of or from or related to this paragraph.
13. **Third Party Charges & False Alarms.** Unless Company agrees otherwise in writing, you shall pay all charges made by any municipality for receipt of communications from Company or dispatch of police, fire or medical personnel to the Premises. In the event the System is activated for any reason whatsoever, you shall (i) pay, without any right to be reimbursed by Company, or (ii) reimburse Company for any fines, fees, costs, expenses and penalties assessed against you or Company by any court or governmental agency.
  14. **Default of Subscriber.** In the event of any default of this Agreement by you, without limiting the rights of Company, Company shall be entitled to retain all prepayments received and you shall immediately pay to Company (a) all payments then due and payable, and (b) 80 percent of all payments which would be due hereunder for the unexpired term as agreed upon damages and not as a penalty; and Company shall have no further obligation to perform under this Agreement.
  15. **No Waiver of Breach.** If Company shall waive any breach of this Agreement by you, it shall not be construed as a waiver of any subsequent breach. Company's rights hereunder shall be cumulative and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.
  16. **Late Charges.** A charge of one and one-half (1-1/2%) percent per month (eighteen (18%) percent per year) will apply to all obligations not paid pursuant to the terms contained herein. You shall also pay to Company an administrative fee (late charge) of 5% of any payment due hereunder received by Company after the date on which such payment is due as agreed as damages and not as a penalty.
  17. **Delays in Service.** Company makes no promise that there will be no interruptions of Services or delay in performing service. Company's sole obligation after receiving a service request from you is to troubleshoot by phone and remote access and, if unsuccessful in troubleshooting, dispatch a service technician to the Premises within a reasonable time after a service technician becomes available, during normal business hours excluding Saturdays, Sundays and holidays.
  18. **Remote Programming Service.** Remote programming service consists of inputting, modifying, deleting and using electronic data concerning operation of the System through electronic communication between the System and Company's office or monitoring station. You hereby consent to Company's performance of all such service pursuant to Company's prevailing charges, if any, for such service, which you agree to pay to Company.
  19. **Suspension of Service.** You agree that Company's obligations hereunder are waived automatically without notice and you release Company for all loss, damage and expense in the event of a default or breach of this Agreement by Subscriber or if the monitoring station, telephone network, equipment, or facilities necessary to operate the System or monitoring station are destroyed, damaged, inoperable or malfunction for any reason whatsoever, for the duration of such interruption of service, and you shall be entitled to reimbursement of the unearned charge paid for the period of interruption on your request and this shall be the limit of Company's liability.
  20. **Contractual Limitation of Actions.** All claims, actions or proceedings by or against Company or Representatives must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or said claim, action or proceeding is barred. The time period in this paragraph must be strictly complied with. THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN THEM.
  21. **Binding, Integrated, and Valid Agreement; Modifications.** This Agreement becomes binding upon Company only upon activation and commencement of Services. This Agreement is binding on the heirs, executors, administrators, successors and permitted assigns of the parties. This instrument contains the entire agreement between the parties hereto with respect to the transactions described herein and supersedes all prior or current negotiations, commitments, contracts, warranties, statements, and representations, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement. NEITHER PARTY HAS AUTHORITY TO MAKE OR CLAIM ANY REPRESENTATION, TERM, PROMISE, CONDITION, STATEMENT, WARRANTY, OR INDUCEMENT (COLLECTIVELY, "INDUCEMENT") WHICH IS NOT EXPRESSED HEREIN. EACH PARTY REPRESENTS THAT IT HE/SHE IS NOT RELYING ON ANY INDUCEMENT IN SIGNING THIS AGREEMENT WHICH IS NOT EXPRESSED IN THIS AGREEMENT. Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this Agreement, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall remain in full force and effect as valid, binding and continuing. All modifications to this Agreement must be in writing and signed by all parties to be binding on the parties.
  22. **Applicable Law.** This Agreement shall be governed by and construed according to the laws of Pennsylvania.
  23. **Assignability of Agreement.** This Agreement is not assignable by you except upon the written consent of Company, which shall be in Company's sole and absolute discretion. This Agreement or any portion thereof is assignable by Company in its sole and absolute discretion.
  24. **Right to Subcontract.** Company may, in its sole and absolute discretion, subcontract for the provision of Services and repair services under this Agreement. You acknowledge and agree that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Company to provide any service set forth herein to you, and bind you to said subcontractor(s) with the same force and effect as they bind you to Company.
  25. **Consent to Record, Disclose And Use Contents of Communications.** You, for yourself and as the authorized agent of your family, guests, agents, servants, representatives and employees (individually and collectively, "Any Person") who is at any time on the Premises, hereby consent to Company (including in "Company" its monitoring and communication subcontractors) recording, retrieving, reviewing, copying, disclosing and using the contents of all telephone, video, wire, oral, electronic and other forms of transmission or communication which come into the possession of Company in the normal performance of its duties under this Agreement to which you, Any Person or Company are parties.
  26. **Prior Agreements With Others; Right to Contract.** You represent and warrant that (a) your cancellation or termination of any contract, or (b) execution of this Agreement does not breach and will not breach any contract with or obligation to any other person and that you either own the Premises or have the right to contract for the alterations necessary to install and/or service the System. You agree to protect, defend, indemnify and hold harmless Company and Representatives from and against and pay (without any condition or obligation that Company or Representatives first pay) for all claims, demands, suits, liabilities, losses, damages, judgments, costs and expenses including, without limitation, attorneys' fees and court costs arising out of or from, in connection with, as a result of, related to or as a consequence of your breach of this representation and warranty.
  27. **Credit Investigation Report.** You authorize and consent to credit investigations and reporting of payment history by Company to credit bureaus and/or collection agencies and by or to any other person or entity that provides financing to Company or to whom this Agreement may be assigned.
  28. **Right to Terminate.** Notwithstanding anything contained herein to the contrary, Company may, in its sole discretion, terminate this Agreement, with or without cause and without any liability whatsoever, upon thirty (30) days notice to Subscriber. In the event such termination is without cause, Company shall, upon the written request of Subscriber, refund any unearned service charges.
  29. **Cross-Default.** In the event Company and Subscriber are parties to any other agreement, Subscriber acknowledges and agrees that a default by Subscriber under this Agreement or any other agreement between the parties shall be deemed to be a default by Subscriber under all such agreements between the parties permitting Company to exercise any or all of its rights under any or all of such agreements in the sole and absolute discretion of Company.
  30. **Company License.** If Company is required to be licensed under state requirements in the jurisdiction in which the Premises is located, Company's state license number appears in Section 32 of this Agreement.
  31. **Company Location.** Company is located at 1568 Spring Hill Rd, Suite 100, McLean, VA, 22102. Company's telephone number is 866-252-7630.
  32. **State Regulation.** Not applicable for state of SC.

**NOTICES TO SUBSCRIBER. YOU SPECIFICALLY ACKNOWLEDGE AND ACCEPT THE DISCLAIMER/LIMITATION OF LIABILITY AND INDEMNITY PARAGRAPHS HEREOF. TERMS AND CONDITIONS HEREIN ARE AN INTEGRAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT. READ ALL PAGES BEFORE SIGNING. IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE SYSTEM YOU BOUGHT WITH, OR ARE USING PURSUANT TO, THIS AGREEMENT. NO WARRANTIES: THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE HEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

#### NOTICE OF RIGHT TO CANCEL

Date of Transaction: July 26<sup>th</sup>, 2013

Customer may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date. If you cancel, any payments made by you will be returned within TEN BUSINESS DAYS following receipt by the FrontPoint of your cancellation notice. If you cancel, you must make available to FrontPoint at Premises, in substantially as good condition as when received, any goods delivered to you under this Agreement, or you may, if you wish, comply with Dealer's instructions regarding return of the goods at Dealer's expense and risk. If you make the goods available and FrontPoint does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without further obligation. If you fail to make the goods available or agree to return the goods and fail to do so, then you remain liable for performance of all obligations under the Agreement. To cancel this transaction, mail or deliver a signed and dated copy of this Notice of Cancellation to FrontPoint Security Solutions, LLC, 1568 Spring Hill Rd., Suite 100, McLean, VA 22102 or fax to (703) 776-9102, NOT LATER THAN MIDNIGHT ON the 29<sup>th</sup> day of July, 2013.

#### ADDITIONAL TERMS

A1. For purposes of the terms and conditions in these Sections A1 through A10 ("ADC Terms"), the following words and phrases have the following meanings:

- "ADC Services" means services that Alarm.com Incorporated ("ADC") uses commercially reasonable efforts to provide to end-user customers who become Subscribers under the Subscription Agreement.
- "ADC-ready Products" means products, such as ADC-ready security systems, that enable use of ADC Services.
- "Customer Agreement" means the agreement between Dealer and Dealer Customer that contains or incorporates these ADC Terms
- "Dealer" means the dealer from which an end-user customer purchases products, services, or both under an agreement that contains or incorporates these ADC Terms.
- "Dealer Customer" means the end-user customer of Dealer purchasing products, services, or both from Dealer under an agreement that contains or incorporates these ADC Terms. If you are an end-user customer making such a purchase, "Dealer Customer" means you.
- "Subscriber" means an end-user customer with one or more properly-installed ADC-ready Products who has entered into the Subscription Agreement.
- "Subscription Agreement" means the agreement between ADC and an end-user customer pursuant to which Alarm.com uses commercially reasonable efforts to provide services to such end-user customer.

A2. Pursuant to this Customer Agreement, Dealer is selling Dealer Customer certain ADC Services, one or more ADC-ready Products, or both. Dealer Customer acknowledges and agrees that (a) the receipt of any ADC Services requires that Dealer Customer assent to the Subscription Agreement, which ADC may modify from time to time in accordance with its terms, (b) before entering into this Customer Agreement, Dealer Customer has had the opportunity to read and review the Subscription Agreement, which is currently available on the Internet at [www.ADC.com](http://www.ADC.com), (c) Dealer Customer assents to the Subscription Agreement, including all its terms and conditions, and (d) if Dealer Customer does not confirm its assent to the Subscription Agreement when asked to do so as part of the ADC subscription process or decides not to remain a Subscriber, or if for any reason ADC Services become unavailable at Dealer Customer's location or otherwise, Dealer Customer will have no right of refund, return, or deinstallation or other recourse with respect to any ADC Services or any ADC-ready Product, except if and to the extent otherwise required by law.

A3. ADC-ready Products do or may contain proprietary software of ADC ("Embedded Software"). ADC solely owns and shall retain all right, title, and interest, including all intellectual property rights, in and to the Embedded Software and all other ADC materials (together, "ADC Materials") and ADC Services. Dealer Customer shall not (a) use, or cause or permit any other Person to use, any ADC Materials or ADC Services to design, build, market, or sell any similar or substitute product or service, or (b) cause, perform, or permit (i) the copying, decompilation, disassembly, or other reverse engineering of any ADC Materials, (ii) the transferring or purported resale or sublicensing of any ADC Materials, or (iii) the removal, delivery, or exportation of any ADC-ready Materials outside the Territory or any other act in violation of any relevant export laws or regulations. "Person" means any natural or legal person or association of natural or legal persons, whether or not having a separate legal identity, including any individual, corporation, limited liability company, partnership, or joint venture.

A4. THE SOLE WARRANTY PROVIDED BY ADC WITH RESPECT TO ADC SERVICES IS A LIMITED WARRANTY TO SUBSCRIBERS IN THE SUBSCRIPTION AGREEMENT TO USE COMMERCIALY REASONABLE EFFORTS TO CORRECT OR BYPASS A MATERIAL DEFECT IN ADC SERVICES, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE SUBSCRIPTION AGREEMENT ("LIMITED WARRANTY"). THE LIMITED WARRANTY IS NOT EXTENDED TO DEALER CUSTOMER, EXCEPT IF AND TO THE EXTENT DEALER CUSTOMER BECOMES AND REMAINS A SUBSCRIBER, OR TO ANY OTHER PERSON. EXCEPT FOR THE LIMITED WARRANTY WITH RESPECT TO ADC SERVICES, ALL ADC SERVICES AND ALL ADC MATERIALS THAT ARE OR MAY BE PROVIDED BY ADC ARE PROVIDED "AS IS," WITH ALL FAULTS TO THE MAXIMUM EXTENT PERMITTED BY LAW. ADC DISCLAIMS (A) ALL EXPRESS WARRANTIES TO DEALER CUSTOMER, OTHER THAN THE LIMITED WARRANTY IF AND TO THE EXTENT DEALER CUSTOMER BECOMES A SUBSCRIBER, (B) ALL IMPLIED WARRANTIES TO DEALER CUSTOMER, AND (C) ALL WARRANTIES TO OR FOR THE BENEFIT OF ANY OTHER PERSON, WHETHER EXPRESS OR IMPLIED. THE IMPLIED WARRANTIES DISCLAIMED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCLUDE ALL WARRANTIES OF

A5. WITHOUT LIMITING THE PRECEDING CLAUSE (SECTION A4), DEALER CUSTOMER UNDERSTANDS THAT ADC IS NOT AN INSURER, THAT INSURANCE, IF ANY, SHALL BE OBTAINED BY DEALER CUSTOMER, AND THAT THE AMOUNTS PAYABLE TO ADC HEREUNDER REFLECT THE SCOPE OF LIABILITY AS SET FORTH IN THIS AGREEMENT AND ARE UNRELATED TO THE VALUE OF ANY PROPERTY OF DEALER CUSTOMER OR ANY OTHER PERSON. DEALER CUSTOMER SHALL LOOK EXCLUSIVELY TO ITS INSURER TO RECOVER FOR ANY LOSS, DAMAGE, OR INJURY, AND DEALER CUSTOMER RELEASES AND WAIVES ALL RIGHT OF RECOVERY AGAINST ADC ARISING BY WAY OF SUBROGATION. ADC MAKES NO EXPRESS OR IMPLIED WARRANTY TO DEALER CUSTOMER OR ANY OTHER PERSON, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, THAT ANY ADC SERVICES OR ADC-READY PRODUCT WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH ANY SUCH ADC SERVICES OR ADC-READY PRODUCT MAY BE DESIGNED TO DETECT OR AID IN DETECTING.

A6. DEALER CUSTOMER DOES NOT DESIRE THIS CUSTOMER AGREEMENT TO PROVIDE FOR FULL LIABILITY OF ADC AND AGREES THAT (A) ADC SHALL BE EXEMPT FROM LIABILITY FOR LOSS, DAMAGE, OR INJURY DUE DIRECTLY OR INDIRECTLY TO OCCURRENCES, OR CONSEQUENCES THEREFROM, OR THE FAILURE TO AVERT OR PREVENT SUCH OCCURRENCES OR CONSEQUENCES, WHICH OCCURRENCES ANY ADC SERVICES OR ANY ADC-READY PRODUCT MAY BE DESIGNED TO DETECT OR AID IN DETECTING, (B) IF ADC SHOULD BE FOUND LIABLE FOR LOSS, DAMAGE, OR INJURY DUE TO A FAILURE OF, OR OTHERWISE INVOLVING OR RELATED TO, ANY ADC SERVICES OR ADC-READY PRODUCT IN ANY RESPECT, ADC'S TOTAL LIABILITY SHALL BE LIMITED TO ITS LIABILITY, IF ANY, UNDER THE SUBSCRIPTION AGREEMENT, AND IN ANY EVENT TO AN AGGREGATE SUM EQUAL TO 10% OF THE ANNUAL CHARGE FOR ADC SERVICES TO DEALER CUSTOMER OR \$250, WHICHEVER IS GREATER, AS THE AGREED UPON DAMAGES AND NOT AS A PENALTY, AND AS THE EXCLUSIVE REMEDY, AND (C) THAT ALL PROVISIONS IN THIS SECTION A6 SHALL APPLY IF LOSS, DAMAGE, OR INJURY, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO ANY PERSON OR PROPERTY FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY ANY AGREEMENT OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF ADC, ANY OF ITS AFFILIATES OR PROVIDERS, OR ANY EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, OR REPRESENTATIVES OF ADC OR ANY OF ITS AFFILIATES (AS DEFINED BELOW) OR PROVIDERS. "AFFILIATE" MEANS ANY OTHER PERSON THAT, DIRECTLY OR INDIRECTLY, OWNS OR CONTROLS, IS OWNED OR CONTROLLED BY, OR IS UNDER COMMON OWNERSHIP OR CONTROL WITH, ADC.

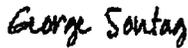
A7. EXCEPT FOR THE LIMITED LIABILITY OF ADC SET FORTH IN THE PRECEDING CLAUSE (SECTION A6), NEITHER ADC NOR ANY OF ITS AFFILIATES OR PROVIDERS SHALL HAVE ANY LIABILITY FOR ANY LOSS, DAMAGE, OR INJURY WHATSOEVER IN ANY WAY RELATING TO ANY ADC SERVICES OR ADC-READY PRODUCT, INCLUDING ANY LOSS, DAMAGE, OR INJURY RESULTING FROM ANY BREACH OF THIS AGREEMENT OR NEGLIGENCE, ACTIVE OR OTHERWISE, INCLUDING ANY LOSS ARISING OUT OF ANY MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, OR DEFECTS IN ANY SERVICES OR TRANSMISSION OF SERVICES OR FOR LOSSES OR DAMAGES ARISING OUT OF FAILURE TO MAINTAIN PROPER STANDARDS OF MAINTENANCE AND OPERATIONS.

A8. IN NO EVENT SHALL ADC OR ANY OF ITS AFFILIATES OR PROVIDERS BE LIABLE FOR ANY LOSS OF USE, LOSS OF PROFITS, INTERRUPTION OF BUSINESS, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF ADC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR IS DEEMED UNCONSCIONABLE. THE EXCLUSION OF DAMAGES IN THIS SECTION A8 IS INDEPENDENT OF ANY AGREED REMEDY.

A9. Dealer Customer (a) acknowledges, accepts, and agrees to be legally bound by these ADC Terms; (b) waives all claims of liability not expressly permitted hereunder, on Dealer Customer's own behalf and on behalf of any member of or visitor to Dealer Customer's household and any other person entering any premises of Dealer Customer or other premises on which Dealer Customer uses any ADC Services or ADC Materials, and (c) represents and warrants that Dealer Customer has full authority to grant such waiver and otherwise to enter into the Customer Agreement. Dealer Customer shall indemnify, defend, and hold harmless ADC, its Affiliates, its providers, and all employees, officers, directors, agents, and representatives of ADC, its Affiliates, and its providers from and against any and all liability, damage, cost, loss, and expense, including reasonable counsel fees, arising from any claim, suit, action, proceeding, or demand by any Person on whose behalf Dealer Customer makes such waiver.

A10. If any provision of these ADC Terms or the application of any such provision to any person or circumstance shall be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of these ADC Terms. ADC and Dealer Customer intend that all disclaimers of warranties, limitations of liability, and exclusions of damages in these ADC Terms shall be upheld and applied to the maximum extent permitted by law. ADC is an intended third-party beneficiary of these ADC Terms and shall have the right to enforce and/or otherwise invoke any and all provisions set forth in any of these ADC Terms directly against Dealer Customer and/or any Person on whose behalf Dealer Customer makes any waiver herein. The words "include" and "including," as used in these ADC Terms, mean, respectively, "include but are not limited to" and "including but not limited to."

#### CUSTOMER ELECTRONIC SIGNATURE

DocuSigned by:  
  
8832f80680084c7...