

**PERMIT AND AGREEMENT FOR DIRECT CONNECTION OF DIGITAL ALARM SYSTEM TO THE
MARLBORO TOWNSHIP DIVISION OF POLICE DIGITAL ALARM CONSOLE**

WHEREAS, Chapter 76 (formerly Chapter 40) of the Code of the Township of Marlboro (the "Code") provides that a digital alarm system ("Alarm System") may be connected directly to the Marlboro Township Division of Police (the "Division") Digital Alarm Console under certain circumstances; and

WHEREAS, _____ is the Owner of an Alarm System located at _____, this being the address that the Owner provided in the Digital Alarm Console permit application filed by the Owner with the Division; and

WHEREAS the Owner desires to connect the Alarm System directly to the Digital Alarm Console located within Police Headquarters in Marlboro Township as permitted by Chapter 76 of the Code; and

WHEREAS the Police Chief has approved the application made by the Owner and the execution of this Agreement by the Police Chief shall serve as the Permit and Agreement to allow the Owner to connect the Alarm System to the Digital Alarm Console.

NOW, THEREFORE, it is hereby agreed between the Owner and the Division that the Owner may directly connect the Alarm System to the Digital Alarm Console subject to the following terms and conditions:

(1) The Owner warrants and represents that Owner has read and is familiar with the requirements of Chapter 76 of the Code relative the ownership, operation and maintenance of an Alarm System in Township of Marlboro, including, but not limited to the violation, penalty and fee provisions contained therein. The Owner acknowledges that it is required to adhere to all applicable regulations found in Chapter 76 of the Code in addition to any requirements set forth in this Permit and Agreement.

(2) The Owner warrants and represents that the Alarm System is a digital alarm that is compatible with the Digital Alarm Console and meets the minimum specifications established by Chapter 76 of the Code and the Division.

(3) The Owner has submitted a Digital Alarm Console permit application provided by the Division which contains all of the information required by Chapter 76 of the Code and the Division.

(4) The Owner has paid and the Division has received the Digital Alarm Console permit application fee of twenty-five dollars (\$25.00).

(5) The Owner has paid and the Division has received the Digital Alarm Console annual permit fee of Two Hundred and Seventy Dollars (\$270.00) per each Alarm System that emits a signal directly to the Digital Alarm Console.

(6) The Owner understands and agrees that should the Alarm System prove to be technologically incompatible with the Digital Alarm Console after execution of this Permit and Agreement that the Police Chief shall revoke the Digital Alarm Console Permit, terminate this Agreement, order the disconnection of the Alarm System from the Digital Alarm Console and issue a refund to the Owner.

(7) The Digital Alarm Console Permit and Agreement shall expire on the last day the month in which the one year anniversary of the date of issuance of this Permit and Agreement occurs (the "Expiration Date"). The date of issuance is found on page 2 of this Permit and Agreement below the signature of the Police Chief (or Designated Representative). The Owner shall file an application for renewal of the Digital Alarm Console Permit and Agreement prior to the Expiration Date. The Owner's failure to renew the Digital Alarm Console Permit and Agreement within thirty (30) days of the Expiration Date will result in the Alarm System being disconnected from the Digital Alarm Console by the Police after the Expiration Date.

(8) The Owner shall maintain the Alarm System and shall cause the Alarm System to be maintained in a manner that minimizes or eliminates false alarms which are a burden on the limited resources of the Division. The Owner's failure to maintain the Alarm System shall result in the Alarm System being disconnected from the Digital Alarm Console by the Division.

(9) The Owner understands and agrees that if the Division determines that the Alarm System is defective or malfunctioning that the Division may order the Owner to have the Alarm System inspected by an alarm business that will provide a certification that the defect or malfunction has been corrected. The Owner's failure to have the Alarm System inspected pursuant to an order from the Division shall result in the Alarm System being disconnected from the Digital Alarm Console by the Division.

(10) If the Division determines that the Alarm System is being operated by the Owner or authorized users in a manner that is detrimental to the health, safety and welfare of the general public, or in a manner that is causing an unnecessary diversion of limited police resources, then the Division shall order that the Owner provide proof of training or re-training of the Owner or authorized users by an alarm business. If the Owner fails to provide proof of training or re-training, or if training or re-training does not eliminate the operation of the Alarm System in a manner that is detrimental to the health, safety and welfare of the general public, or in a manner that is causing an unnecessary diversion of limited police resources, then the Division shall revoke the Digital Alarm Console Permit and disconnect the Alarm System from the Digital Alarm Console.

(11) The Owner by executing this Permit and Agreement hereby indemnifies and holds the Township of Marlboro and the Division harmless for any and all liabilities, claims, actions, damages, losses or injuries to persons or property, including, but not limited to any damages, costs, expenses reasonable attorney fees, court or arbitration costs, arising out of the issuance of the Digital Alarm Console Permit and the connection of the Alarm System to the Digital Alarm Console.

(12) The Division shall have no obligation or duty to inspect or maintain any Alarm System connected to the Digital Alarm Console.

(13) The Police Chief shall discontinue the issuance of Digital Alarm Console Permits if the Police Chief determines that the connection of alarm systems directly to the Digital Alarm Console has caused a condition that is detrimental to the health, safety and welfare of the general public, or an unacceptable diversion of limited police resources.

(14) The issuance of this Digital Alarm Console Permit and Agreement shall not create any duty or obligation of the Division or Township of Marlboro to the Owner or authorized users of the Alarm System.

I/WE HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS PERMIT AND AGREEMENT:

By: _____ (Owner)

Date Signed by Owner: _____

By: _____ (Owner)

Date Signed by Owner: _____

I HEREBY ISSUE THIS DIGITAL ALARM CONSOLE PERMIT AND AGREEMENT TO THE OWNER(S) IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THIS PERMIT AND AGREEMENT:

BY: _____ (Police Chief or Designated Representative)

Date of Issuance: _____