



**EQUIPMENT LICENSE AND MONITORING SUBSCRIPTION AGREEMENT**

This Equipment License and Monitoring Subscription Agreement (this "Agreement") is between StallWatch LLC ("StallWatch") and the customer identified below ("Customer"). The parties agree as follows:

**CUSTOMER NAME:** \_\_\_\_\_

**BILLING ADDRESS:** \_\_\_\_\_

(Street) (Apt./Ste.) (City) (State) (Zip)

**SHIPPING ADDRESS:** \_\_\_\_\_

same as billing (Street) (Apt./Ste.) (City) (State) (Zip)

**E-MAIL:** \_\_\_\_\_ **HOME PHONE:** \_\_\_\_\_

**DL#/STATE:** \_\_\_\_\_ **CELL PHONE:** \_\_\_\_\_

1. **EQUIPMENT AND SERVICES.** StallWatch agrees to provide to Customer, and Customer agrees to license from StallWatch, the following:

- Monitoring System(s)** **1 Wireless Router** and **2** (two) or **4** (four) **Network Cameras** for a **TERM** of **One Year** or **Month-To-Month**. The license fees for the use of the Monitoring System(s) are included in the Subscription Fees, below.
- Cellular Connection / Data Plan:** **5 GB** for a fee of \$89/mo **10 GB** for a fee of \$129/mo
- Other:** \_\_\_\_\_
- Standard Technical Support** (7am – 7pm Weekdays) included in Subscription Agreement.
- Critical Incident Support** (24/7 Technical Support) available for an additional fee of \$150/hour.

2. **CHARGES.** Customer agrees to pay the following to StallWatch:

<b>INITIAL PAYMENT:</b>		<b>RECURRING FEES:</b>	
Refundable Security Deposit	<b>\$ 300</b>	Subscription Fees:	\$ _____
Subscription Fees <input type="checkbox"/> first + last mo. or <input type="checkbox"/> first full yr.:	\$ _____	Data Plan Fees:	\$ _____
Data Plan Fees <input type="checkbox"/> first + last mo. or <input type="checkbox"/> first full yr.:	\$ _____	Sales Tax: _____	\$ _____
Prorated Recurring Fees for partial first mo. or yr.:	\$ _____	Other: _____	\$ _____
Shipping Charges: _____	\$ _____	<b>TOTAL: \$ _____</b>	
Sales Taxes: _____	\$ _____		
Other: _____	\$ _____		
<b>TOTAL: \$ _____</b>			

- 3. **PAYMENTS.** The Initial Payment is due upon execution of this Agreement. Customer will pay a Security Deposit (which is fully refundable upon return of the equipment in good condition) and the first and last month's Recurring Fees in advance. The Recurring Fees are due on or before the first day of each corresponding payment period throughout the Term. All Monthly Recurring Fees are due by the first of each month and all Annual Recurring Fees are due by each anniversary of the Commencement Date. Payments will be prorated for any partial month or year. Any amounts which are not received by StallWatch when due will incur a late fee of \$15 per month until payment is received or the highest amount allowable by law, whichever is lower. Any check returned by Customer's bank for any reason will incur a fee of \$50.
- 4. **LOST/DAMAGED EQUIPMENT.** Subject to the terms of the Service Warranty (if purchased by Customer as specified above), Customer is responsible for returning all equipment to StallWatch within 30 days of the Expiration Date in good condition and repair, as more particularly set forth in the Terms and Conditions. The Security Deposit will be refunded upon receipt of the equipment.
- 5. **TECHNICAL SUPPORT.** Your Annual Subscription includes our Standard Technical Support service that guarantees resolution of your issue within 24-48 hours, with trained technicians available Monday – Friday, 7am – 7pm. After Hours and Weekend Critical Incident Support "CIS" is also available and provides Technical Support 24 hours a day, 7 days a week, for an additional fee of \$150/hour.
- 6. **TERMS AND CONDITIONS.** The Terms and Conditions to Monitoring Services Agreement ("Terms and Conditions") have been provided to Customer and may also be found at [stallwatch.com](http://stallwatch.com). The Terms and Conditions contain essential and important terms that are a part of this Agreement; therefore, the Terms and Conditions are hereby incorporated into this Agreement by this reference.

**CUSTOMER ACKNOWLEDGES RECEIPT AND ACCEPTANCE OF THE TERMS AND CONDITIONS.**

(Initials)

7. **ADDITIONAL TERMS:**

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_ StallWatch Representative \_\_\_\_\_ Date \_\_\_\_\_

Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Referred By: \_\_\_\_\_

**TOTAL RECEIVED:** \$ \_\_\_\_\_ by  Check No. \_\_\_\_\_  Debit  AMEX  Discover  MasterCard  Visa

**CREDIT CARD OR DEBIT CARD AUTHORIZATION**

- Customer authorizes StallWatch to immediately charge the one-time amount of \$ \_\_\_\_\_ to Customer's credit or debit card account identified below.
- Customer pre-authorizes StallWatch to automatically charge Customer's account identified below for the Recurring Fees as such payments become due and payable pursuant to this Agreement. Customer may cancel automatic billing for Recurring Fees by written notice to StallWatch prior to the due date of the next Recurring Fee; however, this cancellation does not modify Customer's obligation to pay the Recurring Fees throughout the Term.

Customer represents and warrants to StallWatch that he or she is the account holder of the card identified below or is a duly authorized signatory on such account.

\_\_\_\_\_ Exp. Date \_\_\_\_\_ Security Code \_\_\_\_\_  
Credit/Debit Card Number

\_\_\_\_\_ Date \_\_\_\_\_  
Customer Signature