



WORK ORDER AGREEMENT "Agreement"

501 Metroplex Dr, Ste 304
Nashville, TN 37211
615-756-9991
info@usa-css.com

4. Terms and Conditions

14. LIMITATION OF LIABILITY.

A. INSURANCE; WAIVER OF SUBROGATION. I AGREE THAT COMPANY IS NOT AN INSURER AND THAT COMPANY IS NOT PROVIDING ME WITH INSURANCE OF ANY TYPE. THE AMOUNTS I PAY COMPANY ARE NOT INSURANCE PREMIUMS AND ARE NOT RELATED TO THE VALUE OF MY PROPERTY, ANYONE ELSE'S PROPERTY LOCATED IN MY PREMISES, OR ANY RISK OF LOSS AT MY PREMISES. IN THE EVENT OF ANY LOSS, DAMAGE OR INJURY, I WILL LOOK EXCLUSIVELY TO MY INSURER AND NOT TO COMPANY TO COMPENSATE ME OR ANYONE ELSE. I RELEASE AND WAIVE FOR MYSELF AND MY INSURER ALL SUBROGATION AND OTHER RIGHTS TO RECOVER AGAINST COMPANY ARISING AS A RESULT OF THE PAYMENT OF ANY CLAIM FOR LOSS, DAMAGE OR INJURY.

B. NO GUARANTEE; NO LIABILITY. COMPANY'S EQUIPMENT AND SERVICES DO NOT CAUSE AND CANNOT ELIMINATE OCCURRENCES OF THE EVENTS THEY ARE INTENDED TO DETECT OR AVERT, INCLUDING BUT NOT LIMITED TO, FIRES, FLOODS, BURGLARIES, ROBBERIES AND MEDICAL PROBLEMS. OTHER THAN ANY WARRANTY DESCRIBED IN THIS AGREEMENT, COMPANY MAKES NO GUARANTEE OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE EQUIPMENT AND SERVICES PROVIDED WILL DETECT OR AVERT SUCH INCIDENTS OR THEIR CONSEQUENCES, COMPANY DOES NOT UNDERTAKE ANY RISK THAT I OR MY PROPERTY, OR THE PERSON OR PROPERTY OF OTHERS, MAY BE SUBJECT TO INJURY OR LOSS IF SUCH AN EVENT OCCURS. THE ALLOCATION OF SUCH RISK REMAINS WITH ME, AND NOT THE COMPANY. I RELEASE, WAIVE, DISCHARGE AND PROMISE NOT TO SUE OR BRING ANY CLAIM OF ANY TYPE AGAINST COMPANY FOR LOSS, DAMAGE OR INJURY RELATED TO THE EQUIPMENT OR SERVICES PROVIDED BY COMPANY.

C. EXCLUSIVE REMEDY. IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGES, IF ANY, THAT MAY RESULT FROM A FAILURE BY COMPANY TO PERFORM ANY OF ITS OBLIGATIONS. UNDER NO CIRCUMSTANCES WILL I ATTEMPT TO HOLD COMPANY LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY. IF, NOTWITHSTANDING THE PROVISIONS IN THIS PARAGRAPH 14, COMPANY IS FOUND LIABLE FOR LOSS, DAMAGE OR INJURY UNDER ANY LEGAL THEORY RELATING IN ANY WAY TO THE SERVICES AND/OR EQUIPMENT PROVIDED BY COMPANY, COMPANY'S LIABILITY TO ME SHALL BE LIMITED TO A SUM OF 5% OF THE TOTAL COST OF THIS AGREEMENT OR \$500, WHICHEVER IS GREATER. THIS AGREED-UPON AMOUNT IS NOT A PENALTY; RATHER, IT IS MY SOLE REMEDY.

D. APPLICATION. THE PROVISIONS IN THIS PARAGRAPH 14 APPLY NO MATTER HOW THE LOSS, DAMAGE, INJURY OR OTHER CONSEQUENCE OCCURS, EVEN IF DUE TO THE PERFORMANCE OR NONPERFORMANCE BY COMPANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR FROM NEGLIGENCE (ACTIVE OR OTHERWISE), STRICT LIABILITY, VIOLATION OF ANY APPLICABLE CONSUMER PROTECTION LAW OR ANY OTHER THEORY OF LIABILITY OR ALLEGED FAULT ON THE PART OF COMPANY, ITS AGENTS OR ITS EMPLOYEES.

E. INDEMNITY. IF ANY OTHER PERSON, INCLUDING MY SUBROGATING INSURER, MAKES ANY CLAIM OR FILES ANY LAWSUIT AGAINST COMPANY IN ANY WAY RELATED TO (1) THE EQUIPMENT OR SERVICES PROVIDED BY COMPANY TO ME OR (2) ANY INACCURACIES IN ANY PERSONAL INFORMATION, INCLUDING ANY CONTACT INFORMATION, PROVIDED BY ME TO COMPANY IN ORDER FOR COMPANY OR ITS REPRESENTATIVES TO COMMUNICATE WITH ME FOR ANY REASON, INCLUDING TELEPHONE CALLS, TEXT MESSAGES OR EMAILS REGARDING MY SERVICES OR NEW COMPANY OR THIRD-PARTY PRODUCTS AND SERVICES, THEN I AGREE TO INDEMNIFY, DEFEND AND HOLD COMPANY HARMLESS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEY FEES. MY DUTY TO DEFEND IS SEPARATE AND DISTINCT FROM MY DUTY TO INDEMNIFY AND HOLD HARMLESS AND ARISES UPON THE ASSERTION OF A CLAIM OR DEMAND AGAINST COMPANY AND REGARDLESS WHETHER COMPANY HAS BEEN FOUND LIABLE OR WHETHER COMPANY HAS INCURRED ANY EXPENSE.

F. TIME TO BRING CLAIM OR SUIT. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST COMPANY AFTER THE SHORTER OF (1) ONE YEAR AFTER THE DATE OF LOSS OR (2) THE TIME ALLOWED BY LAW.

G. BENEFIT TO OTHERS. THE PROVISIONS OF THIS PARAGRAPH 14, AS WELL AS THE OTHER PROTECTIONS SET FORTH IN THIS AGREEMENT THAT ARE FOR THE BENEFIT OF COMPANY, SHALL APPLY TO AND BENEFIT (1) COMPANY AND ITS AGENTS, EMPLOYEES, CONTRACTORS, SUBSIDIARIES, AFFILIATES, PARENTS (BOTH DIRECT AND INDIRECT) AND AFFINITY MARKETERS, AND (2) IF APPLICABLE TO MY SERVICE, THE MONITORING COMPANY, ITS AGENTS, EMPLOYEES, CONTRACTORS, SUBSIDIARIES, DEALERS, AFFILIATES, PARENTS (BOTH DIRECT AND INDIRECT) AND AFFINITY MARKETERS WHETHER OR NOT THIS AGREEMENT IS ACCEPTED.

H. WAIVER OF TORT CLAIMS. I AGREE THAT ANY DUTIES OWED TO ME BY COMPANY ARE SET FORTH EXCLUSIVELY IN THIS AGREEMENT AND I EXPRESSLY WAIVE ANY CLAIMS OR DEFENSES BASED ON TORTIOUS CONDUCT, INCLUDING WILLFUL OR INTENTIONAL TORTS. I FURTHER ACKNOWLEDGE THAT THERE ARE OTHER PROVIDERS OF THE EQUIPMENT AND SERVICES SET FORTH IN THIS AGREEMENT AND AGREE TO CONTRACT WITH COMPANY NOTWITHSTANDING THE PROVISIONS IN THIS PARAGRAPH 14 AND OTHER RESTRICTIONS ON THE LIABILITY OF COMPANY.

I. OTHER PARTY'S LIMITATION. IF I PURCHASED EQUIPMENT OR SERVICES FROM COMPANY THROUGH ANOTHER BUSINESS OR PERSON, OR FROM COMPANY THROUGH A REFERRAL FROM ANOTHER BUSINESS OR PERSON, I AGREE THAT SUCH OTHER BUSINESS OR PERSON ACTS AS AN INDEPENDENT CONTRACTOR AND HAS NO RESPONSIBILITY OR LIABILITY TO ME FOR THE PERFORMANCE OR NONPERFORMANCE OF THE EQUIPMENT OR SERVICES PROVIDED BY COMPANY. I ALSO AGREE THAT ANY SUCH BUSINESS OR PERSON IS ENTITLED TO THE SAME RIGHTS AND PROTECTIONS AS COMPANY UNDER THIS AGREEMENT, INCLUDING PARAGRAPH 14.

15. LICENSE INFORMATION. TN License 1979.