



injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the services provided by SFS to the extent caused by the negligent act or omission or intentional wrongful act or omission of SFS, its officers, agents, employees, subcontractors, licensees; invitees or any other third parties for whom SFS is legally responsible ("Claims"). Customer is expressly required to defend SFS against all such claims.

### Section 5. Miscellaneous

**5.1 Binding Agreement; Assignment.** The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement may not be assigned without the prior written consent of SFS.

**5.2 Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered. If intended for Customer, notice shall be sent to the address listed in the heading of this Agreement. If intended for SFS, notice shall be sent to:

Spectrum Fitness Services  
554 South 1<sup>st</sup> Street  
Fulton, NY 13069

**5.3 Entire Agreement.** This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the parties that is in any way related to the subject matter of this Agreement except for the original Alarm Monitoring Service Agreement.

**5.4 Governing Law.** The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of New York and venue for any such action concerning this Agreement shall be in Oswego County, New York. The parties agree to submit to the personal subject matter jurisdiction of said court.

**5.5 Legal Construction.** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

### Section 6. Payment Authorization

I authorize my credit card company to make monthly payments to SFS in the amount of \$19.95 per the provisions of this Agreement beginning on the 1<sup>st</sup> day of the month (first payment may be prorated accordingly). This agreement is for a inimum term is one (1) year, after which the Agreement will automatically convert to a month to month agreement until or unless it is cancelled by either the Customer or SFS.

Card number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Name on card: \_\_\_\_\_ Signature: \_\_\_\_\_