



**PRO-TECH NEIGHBORHOOD PATROL  
SERVICE REQUEST FORM**  
901.274.3400

MAIL TO:  
3624 PARK AVENUE  
MEMPHIS, TN 38111

**NEIGHBORHOOD**

**CLIENT #**

**FOR OFFICE USE**

**LAST NAME**

**FIRST NAME**

**EMAIL**

**STREET ADDRESS | ZIP**

**PRIMARY PHONE**

**WORK PHONE**

**OTHER RESIDENTS AT THIS ADDRESS (NAME | AGE | RELATIONSHIP)**

**VEHICLES**

**AT RESIDENCE?**

**MAKE | MODEL | COLOR**

**YES**

\_\_\_\_\_

\_\_\_\_\_

**NO**

\_\_\_\_\_

\_\_\_\_\_

**ALARM SYSTEM | COMPANY OR INDIVIDUAL + PHONE  
WHO SHOULD BE NOTIFIED IS ALARM IS ACTIVATED.**

**BILLING OPTIONS**

**BILLING ADDRESS (IF DIFFERENT FROM ABOVE)**

**QUARTERLY**

**STREET ADDRESS | CITY | STATE | ZIP**

**SEMI-ANNUALLY**

**ANNUALLY**

\_\_\_\_\_  
**HOMEOWNER SIGNATURE**

\_\_\_\_\_  
**DATE**

I do hereby agree to subscribe to patrol services provided by Pro-Tech Security, Inc. This agreement can be terminated by either party at any time by giving written notice at least thirty (30) days prior to intended date of termination.

Client acknowledges and agrees that Client has read and agrees to be bound by all terms and conditions stated in the Residential Patrol Service Agreement on page 2.

**FOR OFFICE USE**

**CLIENT #**

**PATROL RATE**

**AMOUNT RECV'D**

**DATE RECV'D**

**CHECK #**

## PRO-TECH SECURITY RESIDENTIAL PATROL TERMS AND CONDITIONS

**SALE OF SECURITY SERVICES** - Client purchases Residential Patrol Service from Agency subject to these terms and conditions. Agency shall provide services as specified in this Residential Patrol Service Agreement. All work to be performed by Agency's guards shall be performed in a professional and workmanlike manner consistent with industry standards.

**INDEMNITY BY AGENCY** - Agency shall indemnify, defend, and save harmless the Client from and against any and all costs, losses, claims, lawsuits, damages and expenses including, but not limited to, reasonable attorneys' fees and court costs, for any and all damage or injury to person or property caused by or arising out of any act of gross negligence or willful misconduct on the part of the Agency, its employees or its agents, including but not limited to, false arrests, detention or imprisonment, malicious prosecution, wrongful injury or eviction, or invasion of privacy. However, the indemnity obligation provided by this paragraph shall not apply to claims, demands, damages, lawsuits, liability, losses, costs and expenses, including reasonable attorneys' fees and court costs, arising out of any act performed by or service provided by the Agency, its employees or agents, consistent with instructions or directions issued by the Client ordering work to be performed beyond or in addition to the scope of services specified in this Residential Patrol Service Agreement. Client shall be solely responsible for all losses, claims and consequences deriving from instructions given to the Agency for the performance of services or work outside of, beyond, or in addition to the work stated in this Residential Patrol Service Agreement.

**INDEMNITY BY CLIENT** - The Client agrees to indemnify, defend, and hold harmless the Agency, its officers, directors, shareholders, affiliated entities, employees, agents, representatives, successors and assigns ("related parties") from and against any and all acts and omissions of the Agency and its related parties which, in any way, arise out of, are incidental to, associated with, or in any way related to the security services provided by the Agency; provided, however, that Client shall not be required to indemnify the Agency or its related parties for any claims or losses incurred by the Client arising out of the Agency's or its related parties' gross negligence or willful misconduct.

**PAYMENT** - Payment for security services provided is due upon receipt of invoice and is considered past due after thirty days. Late charges will be billed at two percent (2%) of the past due balance. In the event Agency has to pursue collection of past due balances,

Client shall be liable for and shall pay to Agency the past due balance, late charges and the costs of collection, including reasonable attorneys' fees.

**GOVERNING LAW** - It is agreed that this Residential Patrol Service Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Tennessee. Client by execution of this Residential Patrol Service Agreement, or the acceptance of services provided pursuant to this Residential Patrol Service Agreement, consents to the jurisdiction of any state or federal court located in Tennessee for all claims arising out of this Residential Patrol Service Agreement and designates the Tennessee Secretary of State as Authorized agent for service of process. Venue for any cause of action arising out of this Residential Patrol Service Agreement shall be in Shelby County, Tennessee.

**LIMITATION OF REMEDY** - To the fullest extent permitted by law, Agency shall not be liable for personal injury, death, property damage, loss of use, loss of income or any other damages arising from the services performed under this Residential Patrol Service Agreement. In no event shall Agency be liable to Client for special, incidental, consequential, indirect, or other similar damages including, but not limited to, damages attributable to loss of present or future business revenue, income, profit, or punitive damages. Agency will not be held responsible for nor liable to Client for any damages/sabotage and other injurious acts caused by or arising from the activities of trade unions, civil disturbances, riots, or any other events of "force majeure," acts of God and nature, all of which are understood to be beyond the control of Agency.

**ENTIRE AGREEMENT AND MODIFICATION OF AGREEMENT** - This Residential Patrol Service Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Residential Patrol Service Agreement shall not be binding upon either party. This Residential Patrol Service Agreement may be amended, modified, or supplemented only by an agreement in writing signed by both the Agency and the Client.

**NO THIRD-PARTY BENEFICIARY** - The terms and duties of this Residential Patrol Service Agreement extend to and apply only to the Client. Nothing herein shall confer, or is intended to confer, on any third-party any benefit of or the right to enforce any term of this Residential Patrol Service Agreement. Nothing in this Residential Patrol Service Agreement shall be construed to confer upon any third-party the status of an intended beneficiary of this Residential Patrol Service Agreement's terms.