



### SERVICE AGREEMENT

This Agreement dated 6/23/14, is between **Future Communications Corporation of New York d/b/a VIRTUAL SERVICE ("CORPORATION")** and **534 West 42nd Street Condominium** with its principal business address at **534 West 42<sup>nd</sup> Street** in **New York**, **NY 10018** ("CUSTOMER").

The CUSTOMER has contracted with CORPORATION for the installation of an Interactive Video Surveillance and Access Control System ("System") and for the provisioning of Corporation's Virtual Doorman® Service ("VDM Service") at the location ("Location") indicated on this Agreement. Such Systems and Services shall consist solely of those set forth in the approved proposal and/or Equipment Installation Agreement and this Service Agreement, and CORPORATION agrees to perform same solely upon the Service Terms and Conditions set forth herein.

CUSTOMER's Full Legal Name: 534 West 42nd Street LLC

d/b/a: 534 West 42nd Street Condominium

Federal Tax ID #: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Premises Name: \_\_\_\_\_

d/b/a: \_\_\_\_\_

Premises Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Cross Street(s): \_\_\_\_\_

Premise Phone #: (\_\_\_\_) \_\_\_\_-\_\_\_\_ Additional Premise Phone #: (\_\_\_\_) \_\_\_\_-\_\_\_\_

Management Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

Phone#: (\_\_\_\_) \_\_\_\_-\_\_\_\_

Email: \_\_\_\_\_@\_\_\_\_\_.\_\_\_\_\_

#### Authorities Phone Numbers:

Police Dept. Ph# (\_\_\_\_) \_\_\_\_\_ Precinct # \_\_\_\_\_ Fire Dept. Ph# (\_\_\_\_) \_\_\_\_\_

Guard Company Ph# (\_\_\_\_) \_\_\_\_\_ (if applicable)

#### Building Superintendent:

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

Phone#: (\_\_\_\_) \_\_\_\_-\_\_\_\_

Email: \_\_\_\_\_@\_\_\_\_\_.\_\_\_\_\_

Work Schedule/Hours: \_\_\_\_\_

#### Board President:

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

Phone#: (\_\_\_\_) \_\_\_\_-\_\_\_\_

Email: \_\_\_\_\_@\_\_\_\_\_.\_\_\_\_\_

#### Board Treasurer:

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

Phone#: (\_\_\_\_) \_\_\_\_-\_\_\_\_

Email: \_\_\_\_\_@\_\_\_\_\_.\_\_\_\_\_

#### RESPONSIBLE PARTIES CONTACT LIST:

NAME	Personal Identification Code	Email Address	PHONE NUMBER
1.			
2.			
3.			
4.			
5.			

### I. AUTHORIZED TENANT/RESIDENT LIST AND INFORMATION

\*\* It is the Customer's responsibility to provide Corporation with an updated list of residents/tenants. Additionally, each resident/tenant must submit all required forms and information (Tenant Forms, Guest Forms, etc.) to Corporation. It is the responsibility of the Customer and the End Users at Customer premises to provide up-to-date information. Corporation cannot be responsible for outdated information (email addresses, phone numbers, tenant lists, etc.) The Virtual Doorman® Interactive Web Portal™ is provided to facilitate the submission of the required information. For accuracy of recordkeeping, the Web Portal logs updates and information submitted by residents/tenants and management. \*\*

## II. SCHEDULE OF EQUIPMENT INSTALLED PER CONTRACT

CUSTOMER has contracted with CORPORATION to provide specific equipment, labor and services according the original approved proposal and/or Equipment Installation, attached hereto as Exhibit A.

Any additional equipment, labor or service(s) requested by CUSTOMER and provided by CORPORATION to CUSTOMER beyond the scope of the original agreement shall be billed to CUSTOMER and such charges shall be due and payable upon receipt.

(please intital: \_\_\_\_\_ Date: \_\_\_\_\_)

## III. SERVICES REQUESTED

Please check below to indicate desired service level:		Total Monthly Cost	# of Units	Required Term	Please initial below to accept pricing terms
<b>X</b>	Virtual Doorman® Silver	\$560.00/mo. (first year prepaid in advance)	7	Five (5)	_____ (initial)

## IV. SERVICES INCLUDED

	Silver Level
Package Reception Service	<input checked="" type="checkbox"/> including dry cleaning
# of Accounts per Apartment*	Two (2)
Email Notification to Residents	<input checked="" type="checkbox"/>
Lock-out Protection	<input checked="" type="checkbox"/>
Guest Access Granted	<input checked="" type="checkbox"/> Guest access provided by Virtual Doorman® (20 minutes of personalized service per month)
Private Vendor Access Granted	<input checked="" type="checkbox"/>
Management Assistance	<input checked="" type="checkbox"/>
Maintenance Support	<input checked="" type="checkbox"/>
Custom Access Times Allowed	<input checked="" type="checkbox"/>
Video Retrieval/ Lookup	1 hour of Video Investigation/ Retrieval w/Enhancement per month°
800# Direct Access to Command Center	<input checked="" type="checkbox"/>
Logs of Access Control Card and Fob Usage	<input checked="" type="checkbox"/>
Additional minutes of personalized service/month	None
Reception Management Service	Additional monthly fee

## V. VIRTUAL DOORMAN® SERVICES PERIOD

Virtual Doorman® services called for under this Agreement shall commence when installation is completed, system is fully operational, all information from CUSTOMER necessary to the monitoring of system has been received and accepted by CORPORATION, all applicable and necessary contracts, forms and agreements have been signed by CUSTOMER and have been received and approved by CORPORATION, and the required first payment has been received by CORPORATION.

Virtual Doorman® Services shall continue for an initial term of five ( 5 ) years as indicated in this Service Agreement and will automatically renew for successive one (1) year terms unless terminated by either party's written notice at least thirty (30) days before the end of the then-current term. The rates for charged by CORPORATION and paid by CUSTOMER during the initial five ( 5 ) year term shall be as set forth in this agreement. CORPORATION may increase the rates to CUSTOMER by no more than five percent (5%) per year for each renewal term.

## VI. GENERAL TERMS AND CONDITIONS

**Services.** CORPORATION shall provide interactive Virtual Doorman® service(s) described herein in accordance with the terms of this Agreement. This Agreement is not binding unless approved in writing by an authorized Representative of CORPORATION.

**Price.** The CUSTOMER agrees to pay CORPORATION, its agents or assigns, the monitoring and/or lease charge as outlined herein, subject to the CORPORATION Standard Terms and Conditions.

**Virtual Doorman® Services.** CORPORATION's personnel shall interact with CUSTOMER'S premises in accordance with CORPORATION's standard operating procedures and as outlined in Sections III and IV of this Service Agreement to provide remote doorman/concierge services to the premises by responding to calls placed to CORPORATION'S operators via the video intercom system, interacting with the property, via the installed access control system and other required equipment, to allow authorized access to the premises and accept authorized deliveries as indicated in Sections III and IV of this Agreement. CORPORATION shall provide the services only as requested by CUSTOMER in writing as part of this agreement. CORPORATION'S personnel shall provide authorized access to the premises and it is understood that in this capacity, CORPORATION is acting only as a remote doorman/concierge or attendant for the premises and shall not perform any functions of a security guard or officer. CUSTOMER agrees and acknowledges that CORPORATION shall not be liable for any incidents or damages on the premises, as CORPORATION is not acting in the capacity of a guard service. However, should CORPORATION'S personnel witness an incident on the premises, CORPORATION shall, via public telephone, make a reasonable effort to contact the appropriate local Police and/or Fire department having jurisdiction. In addition, the same effort shall be applied to contact those individuals at telephone numbers designated by the CUSTOMER in writing, for the purposes of advising of any incidents observed. CORPORATION reserves the right, in its sole judgment, to first investigate the cause of such signals by either telephoning CUSTOMER at CUSTOMER's designated telephone number(s), or dispatching a representative to CUSTOMER's premises to determine whether an emergency condition exists, warranting dispatch of the Police, Fire Department, and/or CUSTOMER designated representative. Should any observed incident cause the local police department having jurisdiction to detain and cause the arrest of a person found in and about the premises without authorization the CUSTOMER agrees to indemnify and hold CORPORATION and its employees or agents harmless against all liability, costs, damages or expense in consequence of such arrest and detention. Virtual Doorman® service provided by CORPORATION under this Agreement does not assure against any incidents on CUSTOMER premises, nor does CORPORATION assume any liability for any damage or incident in or around CUSTOMER premises. CUSTOMER and residents/tenants of CUSTOMER's premises shall furnish such information to CORPORATION as is necessary to provide services contracted herein. CORPORATION reserves the right to deny access to any party whose credentials are not provided in advance to CORPORATION electronically via the Virtual Doorman® Interactive Web Portal™.

**CUSTOMER represents and agrees:** To furnish CORPORATION at all times with names and telephone numbers of individuals to be contacted as authorized parties. CUSTOMER agrees to maintain equipment in operational condition and in a secure area so as not to diminish system performance.

**Liquidated Damages - CORPORATION's Limits of Liability.** It is understood that CORPORATION is not an insurer; that insurance for whatever reason or purpose and in whatever amount shall be obtained by CUSTOMER, if any is desired; that the sums payable hereunder to CORPORATION by CUSTOMER are based upon the value of services offered and the scope of liability undertaken and such sums are not related to the value of property belonging to CUSTOMER or to others located on CUSTOMER's premises. CORPORATION shall not be held responsible for any damages or losses caused by hazards to CUSTOMER'S, Invitees, Guests, or property. CORPORATION MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SERVICES IT FURNISHES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM.

CUSTOMER agrees that CORPORATION shall not be liable for any of CUSTOMER's losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or non-performance of obligations imposed by this contract or by negligent acts or omissions of CORPORATION, its agents or employees. The CUSTOMER does hereby waive and release any rights of recovery against CORPORATION that it may have hereunder. It is agreed that it is impractical and impossible to fix actual damages which may arise from situations where there may be a failure of services provided, due to the uncertain value of CUSTOMER's property or the property of others kept on the protected premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences on the premises. Due to the inability of CORPORATION to guarantee Police and Fire Department response time, or to establish a causal connection between systems or service problems and CUSTOMER's possible loss, it is further agreed that if CORPORATION should become liable for any losses or damages attributable to a failure of systems or services in any respect, its total liability to CUSTOMER shall be limited to \$250.00, which the CUSTOMER agrees is reasonable. The payment of this amount shall be CORPORATION's sole and exclusive liability regardless of the amount of loss or damage incurred by the CUSTOMER. Since it is agreed that the CUSTOMER retains the sole responsibility of the life and safety of all persons in the protected premises, and for protecting against losses to its own property or the property of others in the protected premises, CUSTOMER agrees to indemnify, defend and hold harmless CORPORATION from any and all such claims and lawsuits including the payment of all damages, expenses, costs, and attorney fees incurred by CORPORATION, its employees and agents, from and against all claims, lawsuits and losses, by persons not a party to this Agreement, against CORPORATION for failure of its equipment or services in any respect, alleged to be caused by the improper operation of the system, whether due to malfunctioning or non-functioning of the system, or by the negligence, active or passive, of CORPORATION.

**Delays - Interruption of Service.** CORPORATION shall not be liable for interruptions of service caused by strikes, riots, floods, acts of God, terrorism, loss of communication and or other signal transmission lines, or by any event beyond the control of CORPORATION. CORPORATION will not be required to furnish service to CUSTOMER while such interruption shall continue. If communication service/services are ordered through CORPORATION than we will take responsible for reestablishing the communication service/services. CUSTOMER is required to make all payments and charges to CORPORATION required by this Agreement during any and all periods of interruptions of service that were neither caused by nor within the control of CORPORATION.

**Communication.** If requested, CORPORATION will assist CUSTOMER in making necessary arrangements to secure telephone and/or Internet service, at CUSTOMER's expense, in order to connect the Premises to the Virtual Doorman® Command Center. CUSTOMER understands that calls made to CORPORATION in connection with obtaining access to protected areas may be subject to recording by CORPORATION. CUSTOMER, for itself, its agents, and employees hereby consents to such recording. In the event the obligation to provide the monitoring function is terminated for any reason whatsoever, CUSTOMER authorizes and grants the right to CORPORATION to make the necessary arrangements with the telephone company and/or ISP to disconnect the telephone/Internet service from the Premises to the monitoring facility and to remove communication(s) and/or communication(s) interface devices, such as modems, dialers, digital communicators, which are and remain the property of CORPORATION.

**Additional Charges.** CUSTOMER shall not tamper with, adjust, alter, move, remove, or otherwise interfere with CORPORATION owned or installed equipment without CORPORATION's specific permission, nor permit the same by other Contractors. Any work performed by CORPORATION to correct CUSTOMER's breach of the foregoing obligation shall be corrected and paid for by CUSTOMER at CORPORATION's prevailing rate.

**Excessive Usage Fees.** It is expressly agreed that the Virtual Doorman service is provided for residential tenants only. In cases where residents/tenants maintain excessive traffic of guests, deliveries, etc. CORPORATION shall notify the tenant of such excess usage and request that tenant limit such access. Should tenant fail to limit the excess traffic, CORPORATION reserves the right to assess additional monthly fees to residents/tenants whose usage is deemed to be excessive. Buildings with commercial tenants should request that the commercial tenant contract separately for service to avoid fees being charged to management.

**Termination/Auto-Renewal.** CORPORATION reserves the right to terminate this Agreement at any time, on 14 days written notice, on the happening of any of the following events: (a) CORPORATION is unable either to secure or to retain the wire connections or privileges necessary for the transmission of signals by means of conductors between CUSTOMER's site and CORPORATION's Command Center; (b) CUSTOMER does not follow proper operation procedures or does not use the system(s) properly; (c) CUSTOMER fails to make any payment as agreed herein, in which case the balance of the moneys due for the full term of this Agreement shall become immediately due and payable. Notwithstanding anything to the contrary contained herein, CUSTOMER may terminate this Agreement for failure of CORPORATION to perform the services required by this Agreement upon providing thirty (30) days written notice of the intent to terminate this Agreement to the CORPORATION and specifying in the notice with reasonable clarity and detail the services that it is claimed that the CORPORATION failed to perform and the manner or method or actions that the CORPORATION can take to cure the claimed failure. CORPORATION shall have thirty days following receipt of such notice to cure the failure. If the failure is not cured within such thirty day period, then CUSTOMER may provide additional written notice to CORPORATION that the failure has not been cured and that the Agreement is terminated as of a date specified in the notice. In addition, CORPORATION shall have the right to terminate this Agreement immediately if the Command Center, connecting wires, or systems within CORPORATION'S premises belonging to CORPORATION are destroyed by fire, theft, vandalism or other catastrophe, or so substantially damaged that it is impractical to continue service. Any such termination shall not subject CORPORATION to liability or any damages, including but not limited to consequential damages. Should CUSTOMER default on payment, CUSTOMER agrees to pay for all fees, including reasonable attorney fees, incurred by CORPORATION in the collection of CUSTOMER's account.

This Agreement may likewise be terminated by CUSTOMER in writing if its Premises are destroyed or damaged provided that it pays any unpaid balance of the charges accrued hereunder for services rendered prior to the effective date of termination. At the end of the initial term of this Agreement and any subsequent renewed term(s), the Agreement is terminable by either party upon the giving of a thirty (30) days prior written notice that effect to the other party. Lacking such notice, this Agreement will automatically renew itself for successive periods of one (1) year, at a rate agreed to by the parties but if no such agreement has been reached, then at the then prevailing rate, until such notice is given.

**Cancellation and Early Termination.** CUSTOMER acknowledges and agrees that the pricing for service outlined herein is contingent upon the execution of this five (5) year service agreement and advance payment for the 1<sup>st</sup> year of service. CUSTOMER shall be billed in advance for the first year of service and, thereafter, CUSTOMER shall be billed quarterly. CUSTOMER may elect to cancel this agreement at any time. For any cancellations after year one, CUSTOMER shall be entitled to a refund for payment for services paid but not rendered.

**Governing Law.** This Agreement is made in and shall be governed by the laws of the State of New York. It constitutes the entire Agreement between parties regarding its subject matter. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall nevertheless continue in full force and effect. CORPORATION and CUSTOMER acknowledge that if there is any conflict between this Agreement and any related purchase order(s) or any other document(s), this Agreement will govern, whether said purchase document is prior or subsequent to this Agreement.

**Miscellaneous.** This Agreement, CORPORATION's accepted proposal, Equipment Installation Agreement, Terms and Conditions and Service/Maintenance Agreement (if applicable) constitute the entire agreement between CORPORATION and CUSTOMER with respect to their subject matter, and no representation, statement, term or condition not set forth herein will bind CORPORATION. Except with respect to terms set forth in a subsequent CUSTOMER purchase order regarding delivery dates, quantities and prices which have been agreed to by CORPORATION, this Agreement will supersede and will not be modified by any such purchase order or any other document without CORPORATION's written agreement. No provision of this Agreement may be changed, waived, discharged or terminated, except by an instrument in writing executed by the party against which enforcement is sought. All notices or other communications must be in writing and will be deemed to have been given when mailed, postage prepaid, by registered or certified mail, addressed to CORPORATION or CUSTOMER, at its address set forth on the face of this Agreement, or such other address as is properly designated by notice. If any provision of this Agreement is declared illegal or unenforceable by a court of competent jurisdiction, it will be ineffective only to the extent of such illegality or unenforceability, without affecting the validity and enforceability of the other provisions. The headings in this Agreement are inserted for convenience of reference only and will not be used in the interpretation of this Agreement. In the event of any conflict between the language, terms and conditions between this Agreement and such other addenda or other documents attached hereto or incorporated herein, then the terms of this Agreement shall control.

**Virtual Doorman® Service Pricing.** CUSTOMER agrees to pay CORPORATION the rates outlined herein for the Virtual Doorman® Services. CUSTOMER shall be billed for the first year of service upfront. Thereafter, billing for all services shall be billed on a quarterly basis and payments are due and payable before the 1<sup>st</sup> day of service of each quarter. CORPORATION reserves the right to suspend service on delinquent accounts over 60 days.

**Late Payments:** Should CUSTOMER'S open invoices fall more than 30 days past due, fees of 1.5% per month will be assessed on the outstanding balance. After 60 days, the account will be suspended and all Virtual Doorman® service will be interrupted for non-payment. Visitors and delivery personnel visiting the property will be informed by Operators that the Virtual Doorman® service has been suspended for non-payment and residents will be directed to building management for further information. A reactivation fee of \$250 will be charged to reinstate all accounts suspended for non-payment or late payments. After 90 days, accounts will be turned over to collections and all collection fees will apply in addition to the recurring late charges. After 90 days, the Virtual Doorman® system will be deprogrammed/deactivated from CORPORATION'S servers and an additional fee of \$1,500 will be charged to reactivate the system. CORPORATION shall not be responsible for reactivating the system or reinstating the service until the entire CUSTOMER'S outstanding balance is paid in full.

**Third Party Vendors.** It is the responsibility of the CUSTOMER to contract for the required IP and telephone services for the operation of the system and

to maintain current on all payments to those third party vendors. If service is canceled by the third party for non-payment, the IP addresses that are critical to the operation of the system will be lost, requiring CORPORATION to dispatch technicians to the premises to reprogram the system. A \$1500 fee will be assessed for system reprogramming that is required due to loss of IP addresses resulting from non-payment by CUSTOMER to a third party.

**Insurance.** CORPORATION shall maintain throughout the term of this Agreement commercial general liability insurance and workers' compensation and disability insurance, as required by law.

Neither party shall discriminate in the performance of any aspect of this Agreement based on race, creed, color, national origin, disability, sex, age, sexual orientation, sponsor, source of payment, or any other legally impermissible basis.

Neither party may assign this Agreement without the prior written consent of the other party, except that either party may, without the consent of the other, assign the Agreement to a controlled subsidiary of that party or a purchaser of all or substantially all of that party's assets used in connection with performing this Agreement, provided the assigning party guarantees the performance of and causes the assignee to assume in writing all obligations of the assignor under this Agreement. The rights and obligations of this Agreement shall bind and benefit any successors or assigns of the parties. CORPORATION may assign this Agreement and its obligations hereunder to any successor to its business by merger or consolidation or to any party acquiring substantially all of the assets of the CORPORATION'S business.

This Agreement constitutes the entire agreement between the parties, and supersede all prior writings, correspondence, and contracts regarding the subject matter of this Agreement. No prior oral or written statements, representations or other material not specifically incorporated herein shall be of any force and effect.

All notices to be given hereunder shall be in writing and may be served either personally or by mail, postage prepaid to the addresses set forth in the Agreement or to any other address provided by one to the other from time to time in writing.

Copies of all notices to the CUSTOMER shall also be sent to:                      Copies of all notices to the CORPORATION shall also be sent to:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Laurence J. Sass  
Attorney at Law  
170 Broadway, Suite 600  
New York, New York 10038

ACKNOWLEDGMENT

**In Witness Whereof**, the parties have executed this Agreement and the individuals signing below represent that they have the authority to sign for and on behalf of the respective parties.

**CUSTOMER:**

\_\_\_\_\_

\_\_\_\_\_

**CORPORATION:**

FUTURE COMMUNICATIONS CORPORATION

OF NEW YORK d/b/a VIRTUAL SERVICE

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

Colin Foster

President

Date: \_\_\_\_\_