

TOWN OF CUMBERLAND
ALARM AGREEMENT

WHEREAS I, _____ (Name) a resident of the Town of Cumberland in the County of Cumberland in the State of Maine have made application to the Town of Cumberland Police Department to install a burglar system.

WHEREAS, the Town of Cumberland is willing to permit _____
_____ (Alarm Company) the installation of said system located at _____
_____ (Applicant's Address) in the Town of Cumberland.

WHEREAS, the Town of Cumberland makes no representation of any kind or nature as to the effectiveness, operability, or workability of the alarm system.

NOW THEREFORE, in consideration of the Town of Cumberland permitting the alarm installation located at _____ (Address) I, _____ (Applicant's Name) do hereby on behalf of myself, my heirs and assigns, forever release and discharge the Town of Cumberland, its officers, agents, and employees from any and all liability for damage to or loss of property or from physical injury or death resulting from the failure of the system to operate properly or from any negligence on the part of the Town, its officers, agents and employees; and I expressly waive herein all provisions of and any rights set out in the Maine Tort Claims Act as enacted in Title 14, Section 8101, et seq. of the Maine Revised Statutes Annotated.

IN WITNESS WHEREOF, I, _____ (Name) have hereunto set my hand and seal this _____ day of _____, 20____.

In the presence of:

Witness

Signature

The Town of Cumberland reserves the right to order the removal of any alarm system, a system including any mechanical equipment or device designed to automatically transmit a signal, message or warning from a private facility, including telephonic alarm system designed to operate automatically through the use of public telephone facilities through the Town of Cumberland Police or Fire Department, with sufficient cause.