

Construction Agreement

THIS AGREEMENT is made and entered into this 23rd day of February 2017, by and between TOWN OF ERIE, COLORADO, whose address is 645 Holbrook Street, PO Box 750, Erie, Colorado 80516. (hereinafter called the "TOWN") and **Security Central Inc** (hereinafter called "CONTRACTOR"), whose address is 7100 S Clinton St, Centennial, CO 80112.

The Town and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents, or which may be reasonably inferred as necessary to produce the results intended by the Contract Documents. The Work is generally described as follows:

Erie Ball Field Concessions, installation of the Surveillance system.

PROJECT: Erie Ball Field Concessions Surveillance.

PROJECT NUMBER: IT17 01

ARTICLE 2. CONTRACT TIMES.

2.1 The Work shall be substantially completed within **90** Calendar Days after the date when the Contract Time commences to run. The Work shall be completed and ready for final payment, in accordance with the General Conditions, within **120** Calendar Days after the date when the Contract Times commence to run. The Contract Times shall commence to run on the day indicated in the Notice to Proceed.

ARTICLE 3. CONTRACT PRICE.

The TOWN shall pay in current funds, and the CONTRACTOR agrees to accept in full payment for performance of the Work, subject to additions and deductions from extra and/or omitted work and determinations of actual quantities as provided in the Contract Documents, the Contract Price of ten fourteen thousand, six hundred, fifty four dollars and thirty six cents dollars (\$14,654.36) as set forth in the Bid Form of the CONTRACTOR dated February 2017.

3.2 As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the Project Manager as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions.

ARTICLE 4. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by the TOWN as provided in the General Conditions.

- 4.1 **Progress Payments.** The TOWN shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by the Project Manager, on or about every 30 days during construction as provided below and in the General Conditions. Payment will be made by the TOWN on the next billing cycle following approval for payment. All progress payments will be on the basis of the progress of the Unit Price Work based on the number of units completed as provided in the General Conditions.
- 4.1.1 Prior to Substantial Completion, progress payments will be made in the amount equal to 95 percent of the completed Work, and/or 95 percent of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to the TOWN as provided in the General Conditions), but in each case, less the aggregate of payments previously made and such less amounts as the Project Manager shall determine, or the TOWN may withhold, in accordance with the General Conditions.
- 4.2 **Final payment.** Upon final completion and acceptance of the Work in accordance with the General Conditions, the TOWN shall pay the remainder of the Contract Price as provided in said General Conditions. Upon no receipt of claims toward the CONTRACTOR, per the Notice of Final Settlement advertisement, the TOWN shall pay the retainage withheld to the Contractor upon signature by the CONTRACTOR of a Claim Release for the TOWN.
- 4.3 **Payment of interest.** In the event that any payment of interest is to be made pursuant to any provision of the contract documents, interest shall be paid at the average rate earned by the TOWN on its invested funds during the quarterly fiscal period prior to the period during which the interest was accrued.

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS.

In order to induce the TOWN to enter into this Agreement CONTRACTOR makes the following representations and commitments:

- 5.1 CONTRACTOR has examined and carefully studied the Contract Documents, (including any and all Addenda) and the other related data identified in the Bidding Documents including "technical".
- 5.2 CONTRACTOR has inspected the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 5.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and furnishing of the Work.
- 5.4 CONTRACTOR has carefully studied all reports of exploration and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions relating to surface or subsurface structures (except Underground Facilities) at or contiguous to the site which have been identified in the General Conditions. CONTRACTOR accepts the determination set forth in said General Conditions. CONTRACTOR acknowledges that such reports and drawings are not CONTRACT DOCUMENTS and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that the TOWN and the Project Manager do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to such reports, drawings or to Underground Facilities at or contiguous to the site. CONTRACTOR has conducted, obtained and carefully studied (or

assumes responsibility for having done so) all necessary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

- 5.5 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the General Conditions.
- 5.6 CONTRACTOR is aware of the general nature of work to be performed by the TOWN and others at the site that relates to the Work as indicated in the Contract Documents.
- 5.7 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests studies and data with the Contract Documents.
- 5.8 CONTRACTOR has given the Project Manager written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by the Project Manager is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing the Work.
- 5.9 CONTRACTOR will use its best skill and workmanship to provide Work of the highest quality.

ARTICLE 6. CONTRACT DOCUMENTS

The Contract Documents which constitute the entire agreement between the TOWN and CONTRACTOR concerning the Work are all written documents which define the Work and the obligations of the Contractor in performing the Work and the TOWN in providing compensation for the Work. The Contract Documents shall consist of those listed below, and there are no Contract Documents other than as listed:

- 6.1 Invitation to Bid.
- 6.2 Instruction to Bidders.
- 6.3 Bid Form and Attachments Thereto.
- 6.4 This Agreement.

- 6.5 General Conditions.
- 6.6 Special Conditions if any.
- 6.7 Technical Specifications.
- 6.8 Change Orders, Addenda and other documents which may be required or specified including, but not limited to:
 - 6.8.1 Addenda numbers _____ to _____, inclusive.
 - 6.8.2 Documentation submitted by CONTRACTOR prior to Notice of Award.
 - 6.8.3 Notice of Award
 - 6.8.4 Performance Bond and Payment Bond
 - 6.8.5 Warranty Bond
 - 6.8.6 Certificates of Insurance
 - 6.8.7 Notice to Proceed
 - 6.8.8 Field Order
 - 6.8.9 Work Change Directive
 - 6.8.10 Change Order
 - 6.8.11 Application for Payment
 - 6.8.12 Certificate of Substantial Completion
 - 6.8.13 Claim Release
 - 6.8.14 Final Inspection Report
 - 6.8.15 Certificate of Final Completion
 - 6.8.16 Guarantee Period Inspection Report
 - 6.8.17 Notice of Final Settlement
 - 6.8.18 N/A
- 6.9 The following which may be delivered or issued after the Effective Date of the Agreement and are attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the General Conditions.
- 6.10 In the event of conflict between the above documents, the prevailing document shall be as follows:

1. Permits from other agencies as may be required.
 2. Special Provisions and Detail Drawings.
 3. Technical Specifications and Drawings. Drawings and Technical Specifications are intended to be complementary. Anything shown or called for in one and omitted in another is binding as if called for or shown by both.
 4. Special Conditions.
 5. General Conditions.
 6. Town Standards and Specification for Design and Construction of Public Improvements.
 7. Reference Specifications.
- 6.11 In case of conflict between prevailing references above, the one having the more stringent requirements shall govern.
- 6.12 There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

ARTICLE 7. MISCELLANEOUS.

- 7.1 Terms used in this Agreement which are defined in the General Conditions shall have the meanings indicated in said General Conditions.
- 7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge that assignor from any duty or responsibility under the Contract Documents.
- 7.3 The TOWN and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 7.4 CONTRACTOR agrees to comply with all federal, state and city non-discrimination rules and regulations so long as CONTRACTOR is under contract with the TOWN.
- 7.5 By executing this agreement, CONTRACTOR warrants that:
1. CONTRACTOR has not allowed any competing bidder or employee or agent thereof to see CONTRACTOR's bid or to know of its content.

2. CONTRACTOR has not discussed the contents of its bid with any competing bidder, or any other person who a reasonably prudent person would believe would be likely to transmit information to a competing bidder.

- 7.6 **No Discrimination in Employment** In connection with the performance of work under this Agreement, CONTRACTOR agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified on the basis of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability and further agrees to insert the foregoing provision in all subcontracts hereunder

Failure to abide by the above provisions relating to collusion shall render the contractor liable to the TOWN for damages, including, without limitations, payment of the bid bond as liquidated damages. In addition, the TOWN may void any contract entered into with a bidder guilty of collusion.

ARTICLE 8. OTHER PROVISIONS.

- 8.1 **Third party beneficiaries.** The contract is not intended to create any right for the public or any member thereof, any subcontractor or supplier, or any other third party, or to authorize anyone not a party to the contract to maintain a suit to enforce its terms. The duties, obligations, and responsibilities of the parties to the contract, with respect to third parties, shall remain as imposed by law. This section shall not apply to any surety to the extent it is acting under any labor and materials bond or performance bond entered into by the CONTRACTOR.
- 8.2 **Integration.** The contract documents represent the entire integrated agreement between the TOWN and the CONTRACTOR and supersede all prior negotiations, representations, or agreement, whether written or oral. No modification, amendment, waiver or novation shall be valid unless incorporated in a written amendment or change order properly executed by both parties.
- 8.3 **Severability.** To the extent that the performance of the parties' obligations may be accomplished within the intent of the contract, the terms of the contract are severable, and should any term or provision of the contract be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other contract term or provision.
- 8.4 **Waiver.** If the TOWN fails to enforce any term of the contract for any period, this shall not act as a waiver. No waiver of any breach of any term thereof shall be effective unless set forth in a writing signed by both the Project Manager and CONTRACTOR. The waiver of any breach of a term thereof shall not be construed as waiver of any other term.
- 8.5 **Compliance with laws.** At all times during the performance of the contract, CONTRACTOR shall strictly adhere to all applicable federal, state and Town laws that have been or may hereafter be established. This shall include, without limitation, the United States Department of Labor, Occupational Safety and Health Administration (OSHA) standards for excavating and trenching operations. As used in this section, and hereafter, the term "laws" shall include, without limitation, all federal, state and Town codes, charters, ordinances, laws, standards, rules and regulations.
- 8.6 **Choice of law.** In all litigation arising out of the contract, the statutory and common law of the State of Colorado shall be controlling, and venue shall be in the District Court of Weld County, Colorado.

ARTICLE 9. PROHIBITION AGAINST EMPLOYMENT OF ILLEGAL ALIENS.

- 9.1 By its signature on this Agreement, CONTRACTOR certifies that, as of the time of its signature, it does not knowingly employ or contract with an illegal alien and that, in order to verify that it does not employ any illegal aliens, the CONTRACTOR will participate in the E-Verify Program created in Public Law 104-208, as amended, and expanded in Public Law 108-156, as amended, administered by the United States Department of Homeland Security and the Social Security Administration.
- 9.2 CONTRACTOR agrees that it shall not knowingly employ or contract with an illegal alien to perform work under this Agreement; and that it shall not enter into a contract with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.
- 9.3 CONTRACTOR has verified or attempted to verify through participation in the Basic Pilot Program that the CONTRACTOR does not employ any illegal aliens. If CONTRACTOR has not been accepted into the Basic Pilot Program prior to entering into this Agreement, CONTRACTOR shall apply to participate in the Basic Pilot Program every three months until the CONTRACTOR is accepted or work under this Agreement has been completed, whichever is earlier. This requirement shall not apply if the Basic Pilot Program is discontinued.
- 9.4 CONTRACTOR shall not use Basic Pilot Program procedures to undertake preemployment screening of job applicants while work under this Agreement is being performed.
- 9.5 If CONTRACTOR obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the CONTRACTOR shall: (1) notify the subcontractor and the TOWN within three days that the CONTRACTOR has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (2) terminate the subcontract with the subcontractor if, within three days of receiving the notice required herein, the subcontractor does not stop employing or contracting with the illegal alien; except that the CONTRACTOR shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 9.6 The CONTRACTOR shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. section 8-17.5-101(5).
- 9.7 If CONTRACTOR violates a provision of this Illegal Alien Addendum, the TOWN may terminate this Agreement for breach of contract. If the Agreement is so terminated, the CONTRACTOR shall be liable for actual and consequential damages to the TOWN. CONTRACTOR understands that, in the event of such a termination, TOWN is required to notify the office of the Colorado Secretary of State.

IN WITNESS WHEREOF, the TOWN and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to the TOWN and CONTRACTOR. All portions of the Contract Document have been signed, initialed or identified by the TOWN and CONTRACTOR.

This Agreement is effective as of FEB. 23, 2017

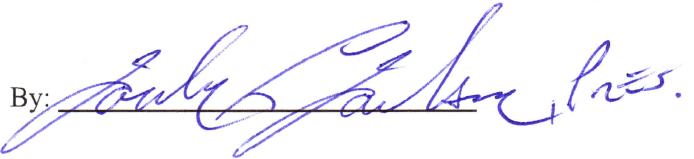
TOWN:

CONTRACTOR:

TOWN OF ERIE

SECURITY CENTRAL INC

By: _____

By:  _____

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest: _____

Attest: _____

Address for giving notices:

Security Central Inc
7100 S Clinton St,
Centennial, CO 80112



www.SecurityCentralInc.com

We C.A.R.E.

✉ care@securitycentralinc.com

☎ 303-721-0111 | 303-721-6490 Fax

📍 7100 S. Clinton St. #200
Centennial, CO 80112



Project Proposal

Proposal #: 8990-1-0



Project Title:

Town of Erie - Concessions - Surveillance (Rev 2)



Prepared For:

Town of Erie Concessions

451 Powers

Erie, CO



Proposal Date:

02/09/2017



Proposal By:

Jim Warren

Project C.A.R.E. Manager

Jim@SecurityCentralInc.com

303-523-0925



Security
Intrusion



Keyless
Entry



Video
Surveillance



Monitoring
Services



Medical
Emergency



Fire
Safety



Flood &
Freeze

▶ Introduction

Thank you for the opportunity to submit the attached proposal. At Security Central, we take the safety and security of our clients very seriously. Therefore, we listen carefully to the individual concerns and needs of each client so that we can recommend customized solutions to meet those needs.

We have prepared the attached proposal in response to the information you have provided to us. The proposal represents our professional recommendations based on our understanding of your security objectives, desires, and budget. However, if you would like us to modify the scope or design of the recommendations in any way, we would be happy to provide a revised proposal.

We recognize that you are entrusting us with the things that matter most to you. Therefore, we pledge to do all we can to C.A.R.E. for your personal safety and peace of mind.

Sincerely,

Jim Warren

▶ About Me



▶ Jim Warren

Project C.A.R.E. Manager

Jim has been helping Security Central clients solve installation challenges for more than ten years. Whether designing your system or working with contractors during construction, Jim's creativity and passion for perfection make him an incredible asset to have on your project. No technical problem is too big for Jim to solve. When not serving Security Central clients, Jim volunteers his technical expertise to help manage the audio/video systems at his church.



www.SecurityCentralInc.com

▶ Project Details

Scope Summary

Due to vandalism and Safety concerns The Town of Erie would like to add surveillance cameras to the ball fields concessions area. Security Central will be adding three cameras that will cover the concessions seating area the electrical room door and the seating area by the East storage door.

Security Central will be installing conduit in the interior of the concessions building and attaching cameras to the outside structure.

The new cameras will connect to the Community Center NVR to be recorded. The connection to the Community Center will be through wireless point to point radios.

Please review the specifications and pricing below and call my cell if you have any questions,

We appreciate your business,

Jim,

Erie Ball Field Concessions Surveillance \$14,654.36

Qty	Description	Location	Ext. Price
▶ 1	5.8 GHz High Data Rate Access Radio w/Antenna Kit	Community center	\$1,036.91
▶ 1	5.8 GHz High Data Rate Subscriber Radio w/Antenna	Concessions	\$1,036.91
▶ 0	Exacq I.P. Camera License	Camera Licensing. The system has 3 available.	\$0.00
▶ 1	Netgear 8 Port Gigabit POE Switch w/2 Fiber Ports	Networking	\$319.28
▶ 2	Outdr Wall Bracket for Sony 160 & 600 Cameras	Concessions seating and electrical door	\$290.00
▶ 3	3 MP Outdoor Mini Dome	Concessions area covering the main seating area and counter, covering the electrical door and the East side covering the storage door area	\$3,140.76
▶ 2	ALUMINUM WALL/POLE MNT BACK BOX FOR UNIOWMB1/WMB2	Concessions seating and electrical door	\$164.16

Labor Schedule for: Erie Ball Field Concessions Surveillance

Qty	Description	Ext. Price
▶ 0.00	Security Tech Labor	\$0.00
▶ 25.00	Video Tech Labor	\$2,225.00
▶ 21.89	Project Mgt.	\$2,604.91

Other Items for: Erie Ball Field Concessions Surveillance

Qty	Description	Ext. Price
▶ 1.00	Electrical & Conduit Work at the Ball Field	\$2,437.50
▶ 1.00	Video I.P. Wire	\$839.36
▶ 1.00	Miscellaneous Hardware and Wireless Mounting	\$559.57

Professional Services : Monthly

Description	Term	Ext. Price
▶ Warranty - Video	36 mo.	\$139.22/mo.

Monthly Professional Services SubTotal: \$139.22/mo.



**SECURITY
CENTRAL**

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Project Summary

Total Equipment:	\$5,988.02
Total Labor:	\$4,829.91
Total Other Items:	\$3,836.43

Purchase Price, Excluding taxes:	\$14,654.36
Monthly Professional Services:	\$139.22/mo.

.Above price does NOT include sales tax

Other Information

- Additional detection coverage and protective services are available for an additional fee.
- All equipment installed by Security Central is warranted for one year unless extended warranty/maintenance services are purchased. Company provides no warranty of existing equipment.
- Installation of conduit, high-voltage electrical connections, and phone/internet services are EXCLUDED from this proposal unless specifically noted in scope of work.
- Customer must provide unobstructed access to system areas for installation and servicing of devices. Customer must dedicate adequate personnel and equipment resources to ensure that all furniture, merchandise, and equipment are moved away from system device locations. Additional trip charges and labor charges may apply if device areas are not accessible at scheduled time.



www.SecurityCentralInc.com

▶ Services Agreement

This Agreement is dated February 09, 2017 between Security Central, Inc. (the "Company") and you (the "Customer"). This Agreement covers the system listed on the attached "Proposal" or "Purchase Order" or any system the Company takes over from another company (the "System") and any services requested below for the following location. The Company has written this Agreement in simple, easy-to-read language because it wants the Customer to understand it. Please feel free to ask any questions.

Service Location:

Erie Ball Fields Concessions
451 Powers
Erie, CO

Billing Location:

Town of Erie Concessions Surveillance System
450 Powers St
Erie, CO

Proposal No: 8990-1-0

Proposal Date: 02 / 09 / 2017

This Agreement is a legal document and is necessary because we live in a legal society. But we believe in being as simple, open, and honest as possible. Therefore, we would like to provide a brief summary of some of the important issues addressed in the following pages.

1. You are choosing to purchase the security products and services listed below to help reduce your risks in a dangerous world. You agree to subscribe to our services for the full initial term of the agreement; and we have based our pricing on your promise to do so.
2. Your System(s) is one minor part of your total risk management program. Therefore, your expectation of our liability needs to be equally small. You can purchase more security such as armed guards and additional insurance if you feel your situation warrants more protection.
3. You pay your insurance company to insure you against losses such as theft, fire, flood, etc. But your insurance company or others may try to sue us for damages or losses at your property. You agree to stop them from doing so.

▶ Services Purchased

▶ Systems

- ▶ Erie Ball Field Concessions Surveillance - \$14,654.36

Initial Investment \$14,654.36 *

* Plus sales tax of - \$0.00

▶ Services

- ▶ Erie Ball Field Concessions Surveillance - \$139.22 / mo.

Warranty - Video - \$139.22

Monthly Services \$139.22/mo.

Services Details

Installation/Purchase. The Company agrees to sell the System and the Customer agrees to pay for it. The Company will own the System until the Customer does so. After that, the Customer will own the System except for the transmitting software, which contains the Company's proprietary data and which the Company will always own.

The Company agrees to install the System and the Customer agrees to pay the installation charge. The Company assumes no responsibility for any delay in installation. The Customer must pay all utility charges. The Customer must notify the Company in writing of any problems within 30 days after the installation. The Customer must pay for any additions or changes to the System beyond those shown on the Proposal.

Extended Warranty/Maintenance. The Company will perform the annual preventative maintenance inspection/ testing and covered repairs of the System(s) as noted in attached Proposal for an initial term of **THREE (3)** years from the date of this Agreement. The Customer agrees to pay the Company the service fees in advance as periodically billed with other services provided. After the initial term, the services will automatically renew for annual terms. Covered repairs are subject to terms of Section 3 Limited Warranty.

▶ Terms & Conditions

1. LIMITATION OF THE COMPANY'S LIABILITY. IF THE COMPANY IS FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO ITS NEGLIGENCE, GROSS NEGLIGENCE (TO THE EXTENT PERMITTED BY INDIVIDUAL STATE LAW), OR THE FAILURE TO PERFORM ITS OBLIGATIONS IN THIS AGREEMENT, INCLUDING INSTALLING, MONITORING, REPAIRING OR TAKING OVER THE SYSTEM, IN ANY RESPECT AT ALL, THE COMPANY'S MAXIMUM LIABILITY WILL BE THE GREATER OF \$1,000 OR SIX (6) MONTHS OF MONITORING SERVICE FEES PAID. THE COMPANY WILL ASSUME A GREATER LIABILITY, BUT ONLY FOR AN ADDITIONAL CHARGE TO BE AGREED UPON BY THE CUSTOMER AND THE COMPANY. IF THE COMPANY DOES SO, A RIDER WILL BE ATTACHED TO THIS AGREEMENT. THE COMPANY EXPRESSLY DENIES ALL LIABILITY FOR ANY OTHER LOSS OR DAMAGE WHICH MAY OCCUR PRIOR TO, AT OR AFTER SIGNING THIS AGREEMENT. THIS INCLUDES LIABILITY BASED ON CONTRACT, TORT, NEGLIGENCE, WARRANTY (INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ANY OTHER THEORY OF LIABILITY. THIS EXCLUSION SPECIFICALLY COVERS LIABILITY FOR: LOST PROFITS; LOST OR DAMAGED PROPERTY; LOSS OF USE OF PROPERTY OR THE PREMISES; GOVERNMENTAL FINES AND CHARGES; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS EXCLUSION ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (DAMAGES THAT RESULT FROM AN ACT, BUT DO NOT DIRECTLY RELATE TO THE ACT) AND PUNITIVE (DAMAGES USED TO MAKE AN EXAMPLE OF SOMEONE).

THE CUSTOMER ACKNOWLEDGES THAT, FOR AN ADDITIONAL FEE, THE CUSTOMER MAY OBTAIN ADDITIONAL PROTECTION FOR THE PREMISES, INCLUDING ALTERNATE ALARM COMMUNICATION METHODS.

2. Insurance. The Customer understands that **THE COMPANY IS NOT AN INSURER.** The Customer is responsible for obtaining all insurance the Customer thinks is necessary, including coverage for personal injury and property damage. The payments the Customer makes under this Agreement are not related to the value of the Premises or the Customer's possessions, but rather are based on the cost of the System and the Company's services.

The Customer releases the Company from any liability for any event or condition covered by the Customer's insurance.

The Customer understands that the System is designed to reduce, but not eliminate, certain risks. The Company does not guaranty that the System will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. The Company assumes no liability for those risks.

3. Limited Warranty. (a) For 12 months from the date of this Agreement, or as long as Extended Warranty/Repair Services are purchased, the Company warrants that if any part of the System installed by the Company does not work because of a defect or because of ordinary wear and tear, the Company will repair or replace that part at no charge to the Customer. The Company may use reconditioned parts in making repairs, but the Company warrants the replacement parts only for the remainder of the warranty period.

This limited warranty does not cover batteries in wireless devices or existing system components, nor does it apply if the System has been damaged by acts beyond the Company's control. Such acts include accidents, power surges, misuse, lack of proper maintenance, unauthorized changes or acts of God (including lightning, fires, earthquakes, tornadoes, hurricanes, floods, etc.).

The Customer must notify the Company of any problem the Customer claims the Company's limited warranty covers within the warranty period. The Company will repair the problem as soon as it reasonably can after it receives the Customer's notice.

(b) This limited warranty is the only warranty the Company makes, is made only if the Company installed the System, and takes the place of all other warranties whether express or implied. NO EXPRESS OR IMPLIED WARRANTIES EXTEND BEYOND THE FACE OF THIS AGREEMENT. THE COMPANY MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The Company does not promise that the System or the services cannot be compromised or that they will always provide the intended signaling, monitoring or other service. If a court decides the Company has given the Customer any implied warranty, it will extend only for the length of the limited warranty period.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the Customer. This limited warranty gives the Customer specific legal rights. The Customer may also have other legal rights that vary from state to state.

4. Customer's Protection of Company. This Agreement is intended only for the Customer's benefit. Therefore, the Customer agrees to protect/indemnify, defend and release the Company and the Company's related parties from liability against all third party claims or losses (including reasonable attorneys' fees) brought against the Company which relate to the System or the services the Company provides.

The Company's related parties include the Company's employees, agents and subcontractors.

This protection/indemnity covers claims brought against the Company by the Customer's insurance company. It also includes claims arising under contract, warranty, negligence, or any other theory of liability.

The Customer's duty to protect/indemnify the Company, however, does not apply to claims based on injuries to third parties or to their property that occurred while the Company's employees were on the Premises and which were caused solely and directly by those employees.

In case of any third party claim or loss covered by the Customer's insurance, the Customer agrees not to look to the Company or the Company's related parties for reimbursement. The Customer waives any rights that the Customer's insurance carrier or others claiming through the Customer may have against the Company or the Company's related parties.

Terms & Conditions

5. The Customer's Agreements. The Customer has the authority to sign this Agreement and in doing so will not violate any other agreement. The Customer is not aware of any hazardous conditions on the Premises.

The Customer agrees to prevent false alarms and assume responsibility for them. If the Company notifies the Customer of a malfunction, the Customer will disconnect the System until the Company can repair it. In the event that the Customer is unwilling or unable to disconnect the System to prevent excessive signals from being transmitted to the Company, the Company will have the right to charge the Customer \$1.00 per signal received in excess of 20 signals within a 24-hour period.

The Customer will not tamper or interfere with the System, nor permit others to do so. The Customer agrees that the Company can record and use all communications with the Customer and/or the Customer's representatives in the normal course of the Company's business.

The Customer will test the System at least once a month, as well as when changes are made to its communication services or the Premises. The Customer will immediately notify the Company of any problems with the System. The Customer agrees that the Company can make program changes to the Company's proprietary data located in the transmitting device.

The Customer will pay the Company its then-current charges for doing any work not covered by this Agreement, including paying the Company's minimum service charge if the Company cannot enter the Premises at the scheduled time. The Customer's obligations continue even if the Customer sells or leaves the Premises.

6. The Customer's Default. If the Customer fails to perform its obligations, the Company will give the Customer written notice of default. If the Customer does not fix the default within 30 days, the Company can end this Agreement. If the Company ends this Agreement, the Customer must pay the Company: (a) all amounts then due; (b) 90% of the amount due the Company for the remainder of this Agreement (as an agreed-upon amount of damages and not as a penalty); and (c) the Company's reasonable collection costs, including attorneys' fees.

If this Agreement is ended, the Company does not have to provide any service, including monitoring, after that date. In addition, the Company can peacefully enter the Premises and remove its equipment. If the Company waives any default by the Customer, that does not mean the Company waives later defaults. Any waiver by the Company must be in writing.

The Customer grants the Company a security interest in any property the Company installs on the Premises in order to secure payment of the purchase price or performance under the lease. The Customer must return such property if it does not fully pay for it. If the Customer does not return such property, the Company will ask a court to force the Customer to do so. The Company has the rights of a secured party under the Uniform Commercial Code.

7. System Charges. The Customer agrees to obtain all licenses and pay all taxes, fines and other assessments, including sales taxes. The Company's fees are based upon existing taxes and charges, and the Company can increase the Company's fees to reflect changes in these taxes or charges.

After the initial Term of this Agreement, the Company can increase the Company's fees by a cumulative annual amount of up to 8%, in addition to any increases due to taxes or charges.

8. Transfers. The Customer cannot transfer this Agreement without the Company's consent. However, the Company can transfer this Agreement or subcontract its obligations without the Customer's consent. If the Company does so, anyone to whom the Company transfers or subcontracts its obligations will have all of the Company's rights. The Company is not responsible, however, for any work, including monitoring, which is done negligently by any third party.

9. Notices; Limitation on Lawsuits; Jury Trial. Unless otherwise indicated, all notices must be in writing. The Customer or the Company may end any portion of this Agreement by notifying the other party at least 30 days prior to the end of the then-current term. It is critical that the Customer give any termination notice in a timely manner.

The Customer must bring any claim against the Company within 1 year after the claim arose. If the Customer does not, the Customer has no right to sue the Company and the Company has no liability to the Customer for that claim. It is critical that the Customer bring any claim in a timely manner.

The provisions of this Agreement which apply to any claim remain in effect even after this Agreement ends. THE COMPANY AND THE CUSTOMER BOTH GIVE UP THEIR RIGHT TO A JURY TRIAL.

10. Miscellaneous. This Agreement contains the entire understanding between the Customer and the Company and replaces any other documents or discussions the Company previously had with the Customer. This Agreement is not binding on the Company until the Company or its authorized agent signs it or begins installation or service. This Agreement is governed by Colorado law. Electronic signatures are binding on the parties.

If the Company does not approve this Agreement, the Company's only obligation is to refund any payments the Customer has made. Any equipment or services the Company provides to the Customer in the future are subject to the terms of this Agreement, as so amended. This Agreement cannot be changed except by a writing that both the Customer and the Company sign.

If any provision of this Agreement is found to be invalid, the remaining provisions are still effective. The word "including" means "including without limitation." Except for monitoring, the Company will only do work during the Company's normal business hours of 8:00 a.m. to 5:00 p.m. on weekdays, excluding holidays the Company observes. All schedules and attachments are a part of this Agreement.