

Requisition

Reg # 00136124

PO #

Date: 07/16/08

Bill To: X
X

Vendor : 54755

ARGUS SECURITY SYSTEMS INC.
314 ASH AVENUE
MCALLEN TX 78501
FAX (956) 686-2427

Ship To: HIDALGO CO. PCT 4
1102 N. DOOLITTLE RD.
EDINBURG TX 78539

Contact: MUNOZ JR
956-383-3112

Contract No:
Special Instructions:
PCT. REQ. #0909

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
6	MONTH	FOR NEW PCT #4 OFFICES AT 1051 N. DOOLITTLE RD. EDINBURG TEXAS 78541 DO NOT DUPLICATE ORDER BLANKET PURCHASE ORDER FOR MONTHLY SECURITY MONITOR HOOKUP VISTA 20 SYSTEM WITH OPEN & CLOSE LOG ONLY @ \$20.00 MONTHLY FOR 3 YEAR TERM. TO COMMENCE ONCE SERVICE AGREEMENT IS APPROVED. Account No _____ 8-1204-431-00-124-005-0-413	20.00	120.00
		Encumbrance	120.00	
		Freight		.00
		Total		120.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

ARGUS SECURITY SYSTEMS

STATE LICENSE B-12478

McAllen: (956) 682-6344
Laredo: (956) 725-5526
Other Areas: (906) 683-7487
Website: www.argusinc.com

314 Ash Avenue
McAllen, TX 78501-2556

Texas Board of Private Investigators
and Private Security Agencies
P.O. Box 13506, Capital Station
Austin, Texas 78711

ALARM SYSTEM PURCHASE AND SIGNAL MONITORING SERVICE AGREEMENT

Residential Commercial

THIS AGREEMENT, by and between Argus Security Systems, hereinafter referred to as "Contractor", and

Hidalgo County Pct 4 hereinafter referred to as

"subscriber", that for the mutual promises, covenants and conditions hereinafter set forth and for the consideration hereinafter mentioned, Contractor agrees

to sell and Subscriber agrees to purchase an alarm system as hereinafter specified to be installed by Contractor at 1051 N. Doan Little Rd. Ed. Tx 78541

(Installation site)

Billing Address 1102 N. Doan Little Rd. Ed. Tx 78541

Loc # 383-3112

DESCRIPTION AND SPECIFICATIONS OF SYSTEM:

Mr. Munoz 383-3112
Monitor Hookup Vista 20 system
with open & close log only

EQUIPMENT AND INSTALLATION

1. Equipment & Labor Purchase Price \$ -
2. Equipment & Labor Down Payment: \$ -
3. Initial Advanced Monitoring Payment: \$ 60
4. Unpaid Balance: \$ 60
5. *Other Charges: \$ -
6. Total Unpaid Balance: \$ -
7. Payment Terms: \$ -

SIGNAL MONITORING SERVICE

- Type of Monitoring: Quarterly & Open & Close Log only
- Monthly Cost: \$ 15.75 = 20
- Payable In Advance: () Monthly, () Semiannually,
() Annually, () Quarterly, () Other
- Term: 3 year, () other
- Total Initial Advanced Payment Charge: 20 x 3 months = 60

(Equipment & Labor unpaid balance will be invoiced separately from any monitoring fees)

*Other Charges

Bill on completion 160" PO #

NOTE: THE TERMS OF THIS AGREEMENT PROVIDE FOR CERTAIN ADDITIONAL AND INCREASES IN CHARGES

NOTICE TO SUBSCRIBER

DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE CONTRACT YOU SIGN. KEEP THIS CONTRACT TO PROTECT YOUR LEGAL RIGHTS. REFERENCE IS SPECIFICALLY MADE TO PROVISIONS AND CONDITIONS APPEARING ON ALL THE PAGES HEREOF INCLUDING THE REVERSE SIDE HEREOF, IF APPLICABLE, ALL OF WHICH CONSTITUTE PART OF THE TERMS, PROVISIONS AND CONDITIONS OF THIS AGREEMENT

RESIDENTIAL PURCHASER'S STATUTORY RIGHT TO CANCEL

IF YOU ARE AN INDIVIDUAL PURCHASING THIS SYSTEM FOR YOUR RESIDENCE AND IF THIS AGREEMENT OR YOUR OFFER TO PURCHASE IS MADE AT A PLACE OTHER THAN THE SELLER'S PLACE OF BUSINESS, THEN YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE ATTACHED NOTICE FOR CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

NOTICE TO OWNER

IF YOU PAY THE CONTRACTOR FOR WORK OR EQUIPMENT, MATERIAL OR SUPPLIES DELIVERED WITHOUT HAVING RECEIVED FROM CONTRACTOR A WAIVER OF LIEN BY ALL SUBCONTRACTORS, OR OTHER EVIDENCE OF PAYMENT TO ALL SUBCONTRACTORS, A LIEN MAY BE FILED AGAINST YOUR PROPERTY BY A SUBCONTRACTOR. YOU MAY REQUEST FROM THE CONTRACTOR A LIST OF ALL SUBCONTRACTORS. IF YOU RECEIVE NOTICE OF THE FILING OF A LIEN STATEMENT BY A SUBCONTRACTOR, YOU MAY WITHHOLD YOUR PAYMENT TO THE CONTRACTOR FOR THE AMOUNT CLAIMED IN THE SUBCONTRACTOR'S STATEMENT PENDING RESOLUTION OF THE DISPUTE. CONTRACTOR, BY GIVING THE ABOVE NOTICE, DOES NOT IN ANY EVENT AGREE THAT THE SYSTEM WHICH IS THE SUBJECT HEREOF CONSTITUTES A FUTURE OR IS INTENDED TO BECOME REALTY BY VIRTUE OF HIS ATTACHMENT TO SUBSCRIBER'S PREMISES.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST A SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED THE AMOUNT PAID BY THE DEBTOR HEREUNDER.

Subscriber acknowledges receipt of a true and correct copy of this agreement.

Signature of Subscriber

Date

Subscriber Name (Please Print)

Date

Signature of Contractor

Date

TERMS AND CONDITIONS OF AGREEMENT

1. **THE SYSTEM:** That for the mutual promises, covenants and conditions and for the consideration herein set forth Contractor agrees to provide and Subscriber agrees to acquire an alarm system as herein described and specified to be installed by Contractor in and for premises owned or controlled by Subscriber as herein set forth. If the installation of this alarm system is upon or for Commercial premises, Subscriber warrants and represents that this agreement is for its business purposes and not for personal, family, household, agricultural or agricultural business purposes of Subscriber.

2. **PURCHASE PRICE AND PAYMENT:** Subscriber shall pay Contractor the purchase price stated out in the block provided thereof herein above for the purchase of the equipment comprising the system and for the installation thereof at the installation site set out herein. A portion of such sum set out as down payment herein above shall be paid upon the execution of this agreement by receipt of check or cash for which is hereby acknowledged by Contractor and the balance shall be due and payable as per the terms listed in item 4 in the Equipment and Installation block. Set purchase price is based partly upon an estimate of cost of installation which assumes Contractor shall use its own personnel and assumes no conduit is required. Such estimate shall be binding upon Contractor unless it becomes necessary for Contractor to subcontract part of the installation work to outside parties or conduit is subsequently required; in which event said sum may be increased by an amount equal to the additional expense of installation to Contractor occasioned hereby. Said increased amount shall be due and payable at the time the final installment of purchase price is due and payable. In addition to the foregoing, Contractor may charge and cause to be billed directly to Subscriber, if applicable to the alarm system which is herein specified, Telephone Company charges for installation of a Digital Jack and Telex lines. The Subscriber agrees to pay, in addition to the above, Texas State Sales Tax and any other lawful taxes to be imposed by State, Federal or Local Governments and any other lawful taxes imposed as a result of either the sale of the above described equipment or the periodic charges for signal monitoring as set out below. All delinquent balances shall bear interest at the rate of One and One-half percent (1 1/2%) per month, or the maximum allowed by law, on the delinquent amount.

3. **SIGNAL MONITORING SERVICE:** In the event the system is a Central Station Type Signaling System, the Subscriber and the Contractor do hereby further agree as follows
(a) **Services.** Upon receipt of an alarm signal from the Subscriber's premises, Contractor shall make a reasonable effort to transmit the alarm promptly to the headquarters of the police or fire department having jurisdiction unless there is just cause to believe that an emergency condition does not exist; and Contractor shall make a reasonable effort to notify Subscriber or one of his or his designated representatives by telephone, unless instructed by the Subscriber not to do so; provided, however, that Subscriber's failure to provide an updated and correct list of authorized personnel excuses Contractor from its duty to make reasonable effort to give Subscriber notice.

(b) **Term and Payments.** For and in consideration of the services rendered by Contractor as set forth in paragraph 3 (a) hereinafore, for and during the service term as set out in the block provided therefore hereinafore, Subscriber shall pay Contractor the term charges as set out in the block provided therefore hereinafore. Set term charge shall be due and payable in installments set out as periods charges in the blocks provided therefore hereinafore. The number of periods during the service term as well as the type of periodic (Monthly, Quarterly, Yearly or otherwise) as set out in the blocks provided therefore hereinafore. Such payments shall be paid at Contractor's address set out hereinafore. The first such payment shall be due upon the initial receipt of signals by our central station. The date of receipt of the initial receipt of signals will be acknowledged to the subscriber via a separate document (Signal Monitoring Acknowledgment). The date of receipt of initial signals, as per this separate document, shall serve as the commencement date of the services contract term. In the event