

8958225



# Security Systems Agreement

2212 S. International Blvd.  
Weslaco, TX 78596  
956-973-1666  
State License # B07813

THIS AGREEMENT made this 13<sup>th</sup> day of JANUARY 2010 by and between Security Depot, Inc. hereinafter called "Company," and HIDALGO COUNTY POT 1 (WAREHOUSE) herein called "Subscriber." S.S. # N/A S.S. # \_\_\_\_\_  
WITNESSETH: that for the considerations and covenants hereinafter specified below, on the reversed side hereof, and on Riders hereto, parties do, for themselves, their successors and assigns mutually agree:

(A) **INSTALLATION:** Company agrees to install or cause to be installed and service, the equipment hereinafter sometimes referred to as "system", set forth below in the Schedule of Equipment on the premises of Subscriber 1912 JOE STEPHENS AVE WESLACO TX 78596  
Number Street City State Zip

- Burglar Alarm Off-Premises Monitoring
  - Fire Alarm Off-Premises monitoring (of local alarm)
  - Hold-up Alarm Off-Premises Monitoring
  - Digital Dialer Communicator (see Par. 14)
  - Non-Open/Close Reporting
  - Non-Supervised Open/Close Reporting
  - Close Supervised Reporting
  - Open/Close Supervised Reporting
  - Local Burglar Alarm
  - Local Fire Alarm
  - Cellular Radio Telemetry
  - Maintenance Agreement (see Par. 29)
- Est. Install Date: \_\_\_\_\_  
Est. Arrival Time: \_\_\_\_\_  
Est. Inst. Time: \_\_\_\_\_  
Pmt. Terms: \_\_\_\_\_
- (Check one)  I refuse cellular backup service  I refuse fire monitoring services

(B) **SCHEDULE OF EQUIPMENT:** SUBSCRIBER ACKNOWLEDGES THAT THE DEGREE OF DETECTION IS INCREASED BY THE USE OF ADDITIONAL EQUIPMENT, AND THAT ADDITIONAL EQUIPMENT CAN BE PROVIDED AT AN ADDITIONAL COST IF THE SUBSCRIBER DESIRES AND SO NOTIFIES THE COMPANY.

EQUIPMENT	QTY	PRICE	DESCRIPTION	SUBTOTAL
Control Panel				
Key Pad			CONT'D MONITORING OF CELEBUS FIRE	
Sounder			SYSTEM	
Motion				
Door/Window				
Smoke Det.				
Heat Det.				
Cellular Backup				
Other				

(C) **TERM AND PAYMENT:** Subscriber agrees to pay as follows for the installation of the equipment:  
(1) The sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
Such amount plus applicable sales tax, is payable as follows:  
a. The sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
plus applicable sales tax, at the time of the execution of this Agreement.  
b. The sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
plus applicable sales tax, upon completion of the installation as described in the Schedule of Equipment.

(2) And Shall Pay:  
The sum of TWENTY FIVE DOLLARS & 00/100 BASIC Dollars (\$ 25.00)  
plus applicable sales tax, monthly; payable monthly (quarterly) (semi-annually) (annually) in advance, due on the first day of each period, during the term of this Agreement, subject to the other terms and conditions of this Agreement, including but not limited to those of paragraph 16 on the reverse side hereof. All payments are to be made to the above listed address, Hidalgo County, TX.

(3) The term of this Agreement is for three years from the date service is operative under this agreement. There after, this Agreement shall be renewable at the option of the company, and without further notice for successive two year terms, unless the Subscriber gives written notice of intent not to renew, such notice to be delivered to Company at least thirty days prior to the expiration of the original term or renewal thereof.

(D) **RECEIPT OF COPY(S):** Subscriber acknowledges receipt of copy of this Agreement, and notification of required Alarm permit (if any). (see Par. 15)

(E) **COMPANY'S LIABILITY: DISCLAIMER OF WARRANTIES:** COMPANY MAKES NO EXPRESS OF IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR USE. COMPANY DOES NOT REPRESENT NOR WARRANT: THAT THE ALARM SYSTEM HEREIN DESCRIBED MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLD UP, FIRE OR OTHERWISE, OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE DETECTION FOR WHICH IT IS INTENDED. SUBSCRIBER ACKNOWLEDGES AND AGREES: THAT COMPANY IS NOT AN INSURER: THAT SUBSCRIBER ASSUMES ALL RISK OF LOSS OR DAMAGE TO SUBSCRIBER'S PREMISES OR THE CONTENTS THEREOF; THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY COMPANY SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THAT SUBSCRIBER IS NOT RELYING ON COMPANY'S SKILL OR JUDGEMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE; THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT THEREOF. SUBSCRIBER UNDERSTANDS AND AGREES THAT IF COMPANY SHOULD BE FOUND LIABLE FOR LOSS OR DAMAGE DUE FROM FAILURE OF COMPANY TO PERFORM ANY OF THE OBLIGATIONS HEREIN, INCLUDING BUT NOT LIMITED TO INSTALLATION, MAINTENANCE, MONITORING OR SERVICE, OR THE FAILURE OF THE SYSTEM OF EQUIPMENT IN ANY RESPECT WHATSOEVER, COMPANY'S LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO TEN (10%) PERCENT OF THE ANNUAL SERVICE CHARGE OR FIVE HUNDRED (\$500.00) DOLLARS, WHICHEVER IS GREATER, AS LIQUIDATED DAMAGES, NOT AS A PENALTY; AND THIS LIABILITY SHALL BE EXCLUSIVE; AND THE PROVISIONS OF THIS SECTION SHALL APPLY TO LOSS OR DAMAGE, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY, FROM PERFORMANCE OR NON PERFORMANCE OF THE OBLIGATIONS IMPOSED BY THIS AGREEMENT, OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OR THE COMPANY, ITS AGENTS, ASSIGNS, OR EMPLOYEES. IF SUBSCRIBER WISHES COMPANY TO ASSUME A LIMITED LIABILITY IN LIEU OF THE LIQUIDATED DAMAGES AS HEREIN ABOVE SET FORTH, SUBSCRIBER MAY OBTAIN FROM COMPANY A LIMITATION OF LIABILITY BY APPLYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO COMPANY. IF SUBSCRIBER ELECTS TO EXERCISE THIS OPTION, A RIDER SHALL BE ATTACHED TO THIS AGREEMENT SETTING FORTH THE TERMS, CONDITIONS, AND AMOUNT OF LIMITED LIABILITY, AND THE ADDITIONAL MONTHLY CHARGE; SUCH RIDER AND ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD COMPANY AS AN INSURER. SUBSCRIBER HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPHS 12 AND 13 WHICH FURTHER SET FORTH COMPANY'S LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO SUBSCRIBER OR ANYONE ELSE. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT IN THE EVENT OF THE TERMINATION OF PART OR ALL OF THIS AGREEMENT, THAT ALL OF THE SUBSCRIBERS DUTIES AND OBLIGATIONS HEREIN WILL SURVIVE.

