

**Requisition
BUDGET OFFICER**

Req # 00169707

PO #

Date: 01/28/10

Bill To: x
x

Vendor : 133655
SUPERIOR ALARMS
P. O. DRAWER 3097
MCALLEN TX 78502
FAX (956)971-6395

Ship To: BUDGET OFFICER
2818 S. BUSINESS HWY 281
EDINBURG TX 78539

Contact: MBadillo
956-292-7025

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
12.00	MONTH	MONTHLY ALARM MONITORING SERVICES - WESLACO DPS - ACCT. #462094	10.00	120.00
12.00	MONTH	MONTHLY ALARM MONITORING SERVICES - WESLACO DPS OFFICE ACCT.#1062	10.00	120.00
		Account No _____	<u>Encumbrance</u>	
		0-1100-421-00-115-027-0-413	240.00	
			Freight	.00
			Total	240.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

FROM :

FAX NO. :9562131179

Feb. 18 2010 11:12AM P4

COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER 1062 COMMUNICATOR MAKE & MODEL DATE ON LINE _____ DEALER Pula

SUBSCRIBER
Texas Ops Highway Patrol
2414 N. Bicentennial
McAllen, TX 78501
 TEL NO. 956 378-8005
 FAX NO. _____

COMPANY
Superior Alarms
 600 Ash Avenue, McAllen, TX 78501
 Ph. (956) 682-8005
 FAX (956) 630-2434

LOCATION OF ALARM DEVICES
 Physical Address 2812 S. International City McAllen State TX Zip _____
 Directions to Subscriber's Location: _____

CONDITIONS MONITORED
 Fire Hold-up Burglar Panic Low Batt Medical Close Open Other _____

TYPE OF INSTALLATION
 Business Warehouse Office Store Factory Other _____

CODES ZONES / DESCRIPTIONS (ATTACH SEPARATE SHEET OF PAPER IF NECESSARY)

ALARM CODE	ALARM TYPE	CONDITION	COMMUNICATOR / AREA FEATURES		CONTROL		ALARM SENSE	ALARM SENSE	DESCRIPTION	COMMENTS / AREA FEATURES		DELET		ADD	
			YES	NO	YES	NO				YES	NO	YES	NO	YES	NO

LOCAL AUTHORITIES TO BE NOTIFIED

CODE	AUTHORITY	NAME	TELEPHONE NUMBER
	Local Police Department	<u>McAllen Co. Sheriff</u>	()
	Local Fire Department	_____	()
	Other	_____	()
	Other	_____	()

AUTHORIZED INDIVIDUALS TO BE NOTIFIED
 IN ORDER OF PRIORITY (Individuals to be notified in the event of an alarm condition. Calls are made in sequence until contact is made.)

	NAME	PRIMARY PHONE # (Desc)	ALTERNATE PHONE # (Desc)	CODE WORD
1		()	()	
2		()	()	
3		()	()	
4		()	()	
5		()	()	

Phone Descriptions are: B = Beeper, C = Car, D = Digital Pager, H = Home, W = Work, V = Voice Pager

FOR OPEN / CLOSE MONITORING ONLY

Check for appropriate oversight:
 Log only (no action) Supervised (action outside specified times) Action to be taken _____
 Supervised schedule below: use your local time.

	SUN	MON	TUES	WED	THURS	FRI	SAT
OPEN							
CLOSE							

Early Open Allowance _____
 Late Open Allowance _____
 Late Close Allowance _____
 Mailed to: _____

Activity Report Yes No Monthly

FEES • TERMS • PAYMENTS

INITIAL TERM: 2 Year(s) Annual Fee \$ 180.00 + tax
12 No. of payments equal payments of \$ 10.00, each payable monthly on the 1 day of Jan Feb March, beginning 200 1, 10, and continuing regularly and monthly thereafter.

Subject to Terms and Conditions of this Agreement (including those on the reverse side), the Subscriber agrees to subscribe for monitoring by Company.
SUBSCRIBER MUST SIGN IN THREE PLACES

SIGNATURE OF SUBSCRIBER _____ DATE _____

ACCEPTED:
 By _____ Title _____
 Date _____

Print Name Only Typed by _____ Checked by _____

WHITE - SUPERIOR ALARMS PINK - CUSTOMER COPY
 FOR SUPERIOR CENTRAL STATION, INC. USE ONLY REV. A

Monitoring Information Approved by _____ Date _____
 Monitoring Information Requested By _____ Date _____
 Billing Information Completed By _____ Date _____
 Billing Information Received By _____ Date _____
 Form Filed in Quarterly File by _____ Date _____

Approved by: _____
 Date: _____

FROM :

FAX NO. :9562131179

Feb. 18 2010 11:13AM P5

TERMS AND CONDITIONS OF ALARM MONITORING AGREEMENT

This Alarm Monitoring Agreement ("Agreement") is entered into this day of February 2010 by and between the Company and the Subscriber...

A. Definitions. The terms used in this Agreement shall have the following meanings: "Alarm" means any signal transmitted from the premises to the Company... "Subscriber" means the individual or entity who subscribes to the alarm monitoring service...

B. Alarm Monitoring Service. The Company shall provide the Subscriber with the Alarm Monitoring Service, which includes the installation, maintenance, and monitoring of the alarm system... The Subscriber shall be responsible for the proper installation and maintenance of the alarm system...

C. Even if the alarm devices of subscriber are tested regularly and the components are operating in accordance with specifications, there can be no warranty, representation or guaranty that it will not be compromised or circumvented before the alarm devices communicate an emergency signal to company or that it will provide adequate warning in any given situation...

D. Company assumes no liability for the alarm, as it depends entirely upon the subscriber's use of the alarm system. The subscriber shall be responsible for the proper installation and maintenance of the alarm system... COMPANY MAKES NO GUARANTY, REPRESENTATION OR WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, TO SUBSCRIBER, THAT THE SERVICE WILL PREVENT LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS BY BURGLARY, ROBBERY, FIRE OR OTHERWISE...

E. EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS, COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY IS LIMITED TO AND SHALL NOT IN ANY CASE EXCEED THE GREATER OF AN AMOUNT EQUAL TO ONE-HALF (1/2) THE FEE OR \$250.00, WHICH SHALL BE THE COMPLETE AND EXCLUSIVE REMEDY AGAINST COMPANY.

F. The subscriber acknowledges that it is responsible for the proper installation and maintenance of the alarm system... The subscriber shall be responsible for the proper installation and maintenance of the alarm system...

G. SUBSCRIBER UNDERSTANDS AND AGREES THAT IF COMPANY OR COMPANY'S RELATED PARTIES SHOULD BE FOUND LIABLE TO SUBSCRIBER OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY, FOR LOSS OF LIFE, PERSONAL

INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER, EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS, COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY TO SUBSCRIBER AND ANYONE CLAIMING THROUGH SUBSCRIBER IS LIMITED TO AND SHALL NOT IN ANY CASE EXCEED THE GREATER OF AN AMOUNT EQUAL TO ONE-HALF (1/2) THE FEE RECEIVABLE BY COMPANY UNDER THIS AGREEMENT OR \$250.00, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AND THIS LIABILITY SHALL BE EXCLUSIVE. COMPANY AND COMPANY'S RELATED PARTIES SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES EXCEPT TO THE EXTENT OF THE LIQUIDATED DAMAGES HEREIN PROVIDED.

H. The subscriber agrees to indemnify the Company and its related parties from and against any and all claims, demands, actions, causes of action, damages, losses, liabilities, fees (including attorney's fees), costs (including costs of court), and expenses (collectively, hereinafter called "losses") in any way or manner whatsoever arising from or attributable to the matter(s) being indemnified against even if the result of the negligence of company and/or company's related parties, whether such negligence be sole, joint or concurrent, active or passive, ordinary or gross, each and every covenant by subscriber to indemnify and hold company harmless shall survive the expiration, termination or cancellation of this agreement.

I. ACKNOWLEDGEMENT OF CUSTOMER. SUBSCRIBER SPECIFICALLY ACKNOWLEDGES THAT THE LIMITED LIABILITY ASPECT OF THIS AGREEMENT CONSTITUTES THE ESSENCE OF SAME AND SUBSCRIBER SPECIFICALLY AGREES TO BE BOUND, WITHOUT LIMITATION OR RESERVATION, TO EACH AND EVERY PROVISION OF THE PARAGRAPHS CONTAINED IN THE "LIMITATION ON LIABILITY" SECTION OF THIS AGREEMENT INCLUDING THOSE PARAGRAPHS REDUCING, LIMITING OR ELIMINATING WARRANTY'S, REPRESENTATIONS, CONTRACTUAL OBLIGATIONS AND DAMAGES AND REQUIRING INDEMNIFICATION. SUBSCRIBER FULLY UNDERSTANDS THAT EXECUTION OF THIS ACKNOWLEDGEMENT CONSTITUTES A SPECIFIC INDUCEMENT FOR COMPANY TO EFFECTUATE THIS AGREEMENT.

J. SUBSCRIBER. The subscriber agrees to indemnify the Company and its related parties from and against any and all claims, demands, actions, causes of action, damages, losses, liabilities, fees (including attorney's fees), costs (including costs of court), and expenses (collectively, hereinafter called "losses") in any way or manner whatsoever arising from or attributable to the matter(s) being indemnified against even if the result of the negligence of company and/or company's related parties, whether such negligence be sole, joint or concurrent, active or passive, ordinary or gross, each and every covenant by subscriber to indemnify and hold company harmless shall survive the expiration, termination or cancellation of this agreement.

K. The subscriber agrees to indemnify the Company and its related parties from and against any and all claims, demands, actions, causes of action, damages, losses, liabilities, fees (including attorney's fees), costs (including costs of court), and expenses (collectively, hereinafter called "losses") in any way or manner whatsoever arising from or attributable to the matter(s) being indemnified against even if the result of the negligence of company and/or company's related parties, whether such negligence be sole, joint or concurrent, active or passive, ordinary or gross, each and every covenant by subscriber to indemnify and hold company harmless shall survive the expiration, termination or cancellation of this agreement.

L. The subscriber agrees to indemnify the Company and its related parties from and against any and all claims, demands, actions, causes of action, damages, losses, liabilities, fees (including attorney's fees), costs (including costs of court), and expenses (collectively, hereinafter called "losses") in any way or manner whatsoever arising from or attributable to the matter(s) being indemnified against even if the result of the negligence of company and/or company's related parties, whether such negligence be sole, joint or concurrent, active or passive, ordinary or gross, each and every covenant by subscriber to indemnify and hold company harmless shall survive the expiration, termination or cancellation of this agreement.

M. The subscriber agrees to indemnify the Company and its related parties from and against any and all claims, demands, actions, causes of action, damages, losses, liabilities, fees (including attorney's fees), costs (including costs of court), and expenses (collectively, hereinafter called "losses") in any way or manner whatsoever arising from or attributable to the matter(s) being indemnified against even if the result of the negligence of company and/or company's related parties, whether such negligence be sole, joint or concurrent, active or passive, ordinary or gross, each and every covenant by subscriber to indemnify and hold company harmless shall survive the expiration, termination or cancellation of this agreement.

N. The subscriber agrees to indemnify the Company and its related parties from and against any and all claims, demands, actions, causes of action, damages, losses, liabilities, fees (including attorney's fees), costs (including costs of court), and expenses (collectively, hereinafter called "losses") in any way or manner whatsoever arising from or attributable to the matter(s) being indemnified against even if the result of the negligence of company and/or company's related parties, whether such negligence be sole, joint or concurrent, active or passive, ordinary or gross, each and every covenant by subscriber to indemnify and hold company harmless shall survive the expiration, termination or cancellation of this agreement.