

**PURCHASE AND SERVICES AGREEMENT**



Local Agency Office  
**ST. JOHNS A.C.**  
 AARLTON, TX.

Subscriber's Billing Information  
**HOBBS COUNTY**  
 DISTRICT 10  
 11505 F.H. ST.  
 KANWY, TX. 78539



THIS AGREEMENT made this 23 day of SEPT 2010 by and between Alarm Security Group LLC (ASGC/Argus Security), hereinafter called the "Company" and HOBBS COUNTY DISTRICT 10 hereinafter called the "Client", at (site address) 11505 F.H. ST. KANWY, TX. 78539

1. **Agreement:** Company agrees to provide monitoring, repair, inspection and/or response services; and/or to sell, install or cause to be installed, the security systems ("System") described in the Schedule of Protection set forth below:

- A. **Type of Transaction:** (check boxes that apply)  Purchase  Company Owned System  Services
- B. **Services to be Provided:** (check boxes that apply)
- |  |              |   |          |   |               |
|--|--------------|---|----------|---|---------------|
| <input checked="" type="checkbox"/> Burglar Alarm Monitoring | \$ <u>25</u> | <input type="checkbox"/> Opening/Closing Logging            | \$ _____ | <input type="checkbox"/> Fire Alarm FSC (inc insp/test)     | \$ _____      |
| <input type="checkbox"/> Panic/Hold-Up Monitoring            | \$ _____     | <input type="checkbox"/> Opening/Closing Log w/Sched        | \$ _____ | <input type="checkbox"/> Fire Alarm Insp ( ) A or ( ) S     | \$ _____      |
| <input type="checkbox"/> Residential Fire Alarm Monitoring   | \$ _____     | <input type="checkbox"/> O/C Reports ( ) Monthly ( ) Wkly   | \$ _____ | <input type="checkbox"/> Billed: ( ) On Insp ( ) In Advance | \$ _____      |
| <input type="checkbox"/> Commercial Fire Alarm Monitoring    | \$ _____     | <input type="checkbox"/> Video Surveillance System FSC      | \$ _____ | <input type="checkbox"/> FA Sens Test ( ) A or B/A          | \$ _____      |
| <input type="checkbox"/> Sprinkler Alarm Monitoring          | \$ _____     | <input type="checkbox"/> Access Control System FSC          | \$ _____ | <input type="checkbox"/> Billed: ( ) On Insp ( ) In Advance | \$ _____      |
| <input type="checkbox"/> Elevator Monitoring                 | \$ _____     | <input type="checkbox"/> Burglar Alarm FSC + Annual Insp.   | \$ _____ | <input type="checkbox"/> Callout/Relevo Transmission        | \$ _____      |
| <input type="checkbox"/> Temp Alert Monitoring               | \$ _____     | <input type="checkbox"/> Burglar Alarm FSC + Semi-Ann Insp. | \$ _____ | <input checked="" type="checkbox"/> Other <u>Alarm</u>      | \$ <u>299</u> |
- (Complete 2A or 2B and/or 2C, as applicable)

2A. **System Purchase:** The price ("Price") of the equipment inclusive of the installation thereof shall be \$ \_\_\_\_\_ Dollars plus applicable taxes. The terms of payment are as follows: Deposit \$ \_\_\_\_\_; upon 100% completion \$ \_\_\_\_\_ In the event of changes in cost of the System being supplied prior to the date of installation, Company reserves the right to adjust the price accordingly.

- If such cash delivered Price is increased by Company, Client may, if dissatisfied therewith, cancel this order and any sums previously paid by Client to Company shall be returned forthwith.
- Client shall be responsible for and shall pay to the Company the cost of any addition, changes and variances in the System, as herein contracted for or as installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interests or inspection and rating bureaus that may be requested or required by or of the Client after the date of the execution of this Agreement. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT.

2B. **If Company Owned System:** (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of \$ \_\_\_\_\_ for installation plus tax (if applicable) and the sum per month, plus tax (if applicable), payable  monthly;  quarterly;  semi-annually;  annually ("payment cycle") in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of installation, for a period of five (5) years from the date service commences. The total monthly charge is subject to increase as set forth in subparagraphs (8.0). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement.

2C. **Additional Services:** (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of \$ 28.99 Service/Monitoring Fee plus tax (if applicable) per month, payable  monthly;  quarterly;  semi-annually;  annually ("payment cycle") in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of the installation for a period of 3 years from the date the service commences. The total monthly charge is subject to increase as set forth in subparagraphs (8.0), (8.1), (8.2) and (8.3). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial 3 year period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement.

3. **Receipt of Copy:** CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

4. **Company's Liability/Disclaimer:** WARRANTY: COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLIDAY, FIRE, OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. CLIENT ACKNOWLEDGES AND AGREES THAT THE COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; NOR HAS CLIENT RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT COMPANY IS NOT AN INSURER; THAT CLIENT ASSUMES ALL RISK OF LOSS OR DAMAGE TO CLIENT'S PREMISES OR TO THE CONTENTS THEREOF; AND THAT CLIENT HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPHS 17 AND 18 WHICH SET FORTH LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE EVENT OF ANY LOSS OR DAMAGE TO CLIENT OR ANYONE ELSE.

**Schedule of Equipment to be Installed**

See Attachment: Schedule of Equipment and Pricing.		
Vista 20 panel	4-DI71435 motions	
exterior interior sirens	2-1175 doors	
transformer + transducer	1-FG730 glassbreak	
	3 panic motions	
		731.25 equipments
		28.99 monthly
		\$ 7100.24

ASGC SECURITY / ARGUS SECURITY SYSTEMS

Accepted by: \_\_\_\_\_

Client's Name \_\_\_\_\_ Date X

Client's Authorized Signature \_\_\_\_\_

Printed Name \_\_\_\_\_ Title X

Business Telephone \_\_\_\_\_ Email \_\_\_\_\_

Company Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNLESS APPROVED IN WRITING BY AN AUTHORIZED SIGNATORY OF COMPANY. IN THE EVENT OF NON-APPROVAL, THE SOLE LIABILITY OF COMPANY SHALL BE TO RETURN THE CLIENT THE AMOUNT THAT HAS BEEN PAID TO COMPANY BY CLIENT UPON THE SIGNING OF THIS AGREEMENT.