

**Requisition**

Req # 00187268

*Consent*  
# 1/25/11

PO #  
Date: 01/05/11

Bill To: x  
x

Vendor: 177725  
SAFEHOUSE SECURITY SYSTEMS, INC.  
P.O. BOX 4452  
MCALLEN TX 78502-4452

Ship To: HIDALGO CO. PCT 3  
724 N. BREYFOGLE  
MISSION TX 78574

Contact: GEORGE  
956-585-4509

Contract No:

Special Instructions:  
REQ. 2017

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
6.00	MONTH	***PENITAS LANDFILL*** DO NOT DUPLICATE ORDER OM SECURITY ALARM MONITORING SERVICE (JAN-JUNE 2011) LEASE FOR 12 MONTHS EFFECTIVE UPON APPROVAL PENDING COMMISSIONER'S COURT 1/25/2011 Account No _____ 1-1100-432-00-123-001-0-413 SECURITY MONITORING AGREEMENT REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	20.00           Encumbrance 120.00  Freight .00  Total 120.00	120.00           .00  120.00

Authorized By: \_\_\_\_\_

**SAFEHOUSE SECURITY SYSTEMS  
SECURITY MONITORING AGREEMENT**

(Form 1)

5017 South McColl/Edinburg, Texas 78539

Tel:(956)971-0123 Fax:(956) 971-0124 1-800-SAFE-322

This Agreement, made this date of 1/20/11 by and between Safehouse Security Systems, whose address and telephone number are shown above and

Customer: Jenitas Land Field

Address: 14 Mc W FM 1427 Military

City, State and Zip: Edinburg TX 78576

Monitoring Account No: 2059

**1. SERVICES AND EQUIPMENT TO BE FURNISHED**

- a. In order to provide the services described in this Agreement, Safehouse agrees to provide and install, at the Customer's location stated above, all of the equipment listed on the Attached Schedule A (the "Equipment"). Ownership of the Equipment shall remain with Customer at all times.
- b. Safehouse will provide to Customer the services described in this Agreement (the "Monitoring Services") subject to the terms of this Agreement. Safehouse will install or maintain the Equipment at Customer's location and Safehouse authorized monitoring contractor will Monitor signals activated by the Customer's Equipment. Upon receipt of a signal indicating activation of the equipment, Safehouse authorized monitoring contractor will make reasonable efforts to telephone the emergency agency or contact set forth in Schedule B (Customer Emergency Information Schedule) and notify that agency or contact of the activation of the Equipment.
- c. In addition to receiving the Monitoring Services, Safehouse will agree to service and maintain the Equipment at the Customer's location stated above for a period of one year. Customer may elect also to receive Extended maintenance services (the "Maintenance Services") from Safehouse, whereby Safehouse will agree to service and maintain the Equipment at the Customer's location stated above. The Customer may receive such Extended Maintenance Service upon execution of the attached Schedule C (Maintenance Services Agreement Schedule), in accordance with the terms of such Schedule C. The Customer should, however, at all times agree to pay Safehouse at all time of repair all reasonable charges for repairing the Equipment where such repairs or replacement are necessitated by Customer's negligence, misuse, abuse of the equipment, or Acts of God.

**2. MONITORING AND MAINTENANCE SERVICE FEES**

Customer agrees to pay monthly or quarterly, in advance, the monthly or quarterly Monitoring Service Charge as set forth below within 10 days of Customer's receipt of its monthly or quarterly invoice. The right of the Customer to pay the Monitoring Services charge pursuant to the payment options enumerated herein shall be extinguished in the event the Customer has not paid the Monitoring Service charge in a timely manner, in which event all payments for the initial or renewal term shall become immediately due and payable. Pursuant to Schedule C, Customer will agree to pay an additional Maintenance service charge in advance, if such Customer elects Extended Maintenance Service coverage. Monitoring service charges for partial month or quarters will be prorated. A late payment charge from the due date at the rate of one-half percent (1.5%) per month (18% per year) of the unpaid balance, or any lesser rate if required by applicable law, will be charged on any part of the invoice unpaid for 10 days after it is due.

**Description of Service: 24 Hour Monitoring Service**

Payment Option      Monthly \$ \_\_\_\_\_      Quarterly \$ \_\_\_\_\_      Annual \$ 240.00

**3. DURATION**

THE INITIAL TERM OF THIS AGREEMENT SHALL BE FOR AN IRREVOCABLE ONE-YEAR TERM STARTING ON THE FIRST OF THE MONTH DURING WHICH THE EQUIPMENT IS INSTALLED AND CONNECTED BY SAFEHOUSE. THIS AGREEMENT WILL AUTOMATICALLY CONTINUE FOR SUCCESSIVE ONE-YEAR RENEWAL TERMS UNLESS CUSTOMER OR SAFEHOUSE GIVES WRITTEN NOTICE OF CANCELLATION AT LEAST 60 DAYS BEFORE THE INITIAL OR RENEWAL TERM ENDS.

**4. LIMITATION OF LIABILITY**

- a. Customer acknowledges that the full range of equipment, Monitoring Service and Maintenance Service available to Customer has been explained by Safehouse and that Customer desires and has contracted for all Monitoring Services and Maintenance Service, if applicable, listed in this Agreement and, if elected, Schedule C.
- b. CUSTOMER ACKNOWLEDGES THAT SAFEHOUSE AND SAFEHOUSE'S AUTHORIZED MONITORING CONTRACTOR IS NOT AN INSURER AND THAT THE AMOUNTS PAYABLE BY CUSTOMER UNDER THIS AGREEMENT ARE NOT SUFFICIENT TO WARRANT SAFEHOUSE ASSUMING ANY RESPONSIBILITY FOR ANY LOSS OR INJURY, EVEN IF DUE TO SAFEHOUSE'S NEGLIGENCE OR FAILURE TO PERFORM. CUSTOMER AGREES THAT IT WILL OBTAIN WHATEVER INSURANCE NECESSARY TO COVER INJURIES, PROPERTY LOSS OR DAMAGES AT CUSTOMER'S LOCATION.
- c. IN NO EVENT SHALL SAFEHOUSE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED. THESE LIMITATIONS WILL APPLY FOR ANY CLAIMS, INCLUDING WITHOUT LIMITATION, CONTRACT, TORT (INCLUDING NEGLIGENCE) AND STRICT LIABILITY EVEN IF SAFEHOUSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**5. ADDITIONAL TERMS**

THIS AGREEMENT, THE FRONT AND BACK OF THE SCHEDULE ACCOMPANYING THIS AGREEMENT ALL CONTAIN IMPORTANT INFORMATION REGARDING CUSTOMER'S RIGHTS AND OBLIGATIONS. CUSTOMER ACKNOWLEDGES THAT PRIOR TO SIGNING THIS AGREEMENT, CUSTOMER RECEIVED, READ AND UNDERSTOOD A LEGIBLE, EXACT AND COMPLETELY FILLED-IN COPY OF THIS AGREEMENT AND THE ATTACHED SCHEDULES.

**6. CANCELLATION RIGHTS - RESIDENTIAL CUSTOMERS**

YOU, THE CUSTOMER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A WRITTEN NOTICE OF CANCELLATION, SIGNED AND DATED TO THE ABOVE ADDRESS.

**SIGNATURES**

Safehouse Security Systems  
Authorized Representative



Ramon Garcia County Judge

Customer Signature

1/25/11

This Agreement shall not bind Safehouse unit it is executed by its duly authorized representative.

(SEE REVERSE SIDE)