



Schedule of Equipment

Req 227809

The Schedule of Equipment outlines the scope of equipment or services to be provided and/or installed, and is hereby part of Commercial Purchase, Lease and Services Agreement dated the 10 day of Jan, 2013, between ASG Security (Company) and HIDALGO COUNTY WIC ('Client'), located at:

125 W LAS MILPARR RD STE E PEARLE TX 76577

MARGARITA GONZALEZ 956-281-4033

SCOPE OF WORK / SERVICES TO BE PROVIDED:

INSTALLATION OF SECURITY SYSTEM

- 1- HONEYWELL VISTA 20 PANEL
- 1-6150 KHYPAL
- 1-INTERIOR SIREN
- 1- EXTERIOR SIREN
- 4- DOOR CONTACTS
- 1- DT 7435 MOTION DETECTOR
- 1- PG 730 GLASS BREAK

INSTALATION COST \$230.00

ONE MONTH OF SERVICE \$19.00

TAX EXEMPT

TOTAL SALE \$249.00 BILL ON COMPLETION PO #

ASG SECURITY
(Alerta Security Group L.L.C.)

956 929 0597

Accepted by:

Joko Montenegro

Sales Representative (Print/Signature)

Company Authorized Signature

Title

Date

X

Client's Authorized Signature
HIDALGO COUNTY WIC

Date

Client's Name

Printed Name

Title

Business Telephone

Date

The parties hereto mutually agree that the Schedule of Equipment contains the entire scope of project services to be provided and must be signed by the Client and authorized by the Company.



COMMERCIAL PURCHASE, LEASE AND SERVICES AGREEMENT



Local ASG Office
314 Ash Street
McAllen, Texas 78501

Customer Billing Information
HIDALGO COUNTY WIC
3105 W UNIVERSITY EDENBURG TX 78539

THIS AGREEMENT made this 10 day of Jan 2013, by and between Alarm Security Group LLC (ASG Security), hereinafter called the "Company" and HIDALGO COUNTY WIC, hereinafter called the "Client", at (site address) 125 B LAS MILPAS RD STB B PHARR TX 78577 MARGARITA GONZALEZ 956-381-4632

1. **Agreement:** Company agrees to provide the system(s) ("System") and Monthly Services as described in section 1B, and in accordance with the Schedule of Protection (if applicable):

A. **Type of Transaction:** (check boxes that apply) System/Equipment Install/Purchase Company Owned System Monthly Services

B. **Services to be Provided:** (check all boxes that apply; amounts listed are represented in monthly charges)

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Burglar Alarm Monitoring \$19.00 | <input type="checkbox"/> ASG Connect | <input type="checkbox"/> Fire Alarm Maint. (inc. Test&Ins) |
| <input type="checkbox"/> Panic/Hold-Up Monitoring | <input type="checkbox"/> ASG Managed Access | <input type="checkbox"/> Sprinkler Alarm Maintenance |
| <input type="checkbox"/> Fire Alarm Monitoring | <input type="checkbox"/> Burglar Alarm Maintenance | <input type="checkbox"/> Sprinkler Test & Inspect |
| <input type="checkbox"/> Sprinkler Alarm Monitoring | <input type="checkbox"/> Fire Alarm Maintenance | <input type="checkbox"/> Fire Alarm Insp. Billed: |
| <input type="checkbox"/> Elevator Monitoring | <input type="checkbox"/> Access Control Maintenance | <input type="checkbox"/> FA Sema Test Billed: |
| <input type="checkbox"/> Temp Alarm Monitoring | <input type="checkbox"/> Video Surveillance System Maint. | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Cellular/Radio Service | <input type="checkbox"/> Opening/Closing Log Only | <input type="checkbox"/> Administration Fee* |
| <input type="checkbox"/> Data Link | <input type="checkbox"/> Opening/Closing w/Schedules | |
| | <input type="checkbox"/> O/C Reports | |

(Complete 2A or 2B and/or 2C, as applicable)

2A. **System/Equipment Purchase:** The total price ("Price") of the equipment inclusive of the installation (if applicable) thereof shall be \$ 230.00 Dollars plus applicable taxes. The terms of payment are as follows: Deposit \$ _____ upon Equipment Delivery \$ _____ upon 100% completion \$ 230.00. In the event of changes in cost of the System if request by the Customer or as required by local jurisdiction being supplied prior to the date of installation, Company reserves the right to adjust the price accordingly. Client shall be responsible for and shall pay to the Company the cost of any addition, changes and variations 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 THIS 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 of \$ _____ 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 (9.0). 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 the initial five (5) years 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. *A monthly administration fee shall apply for both monthly and quarterly invoiced Clients (non-ACH or non-automatic credit card or bank draft payments).

2C. **Monthly Services:** (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of \$ 19.00 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 three (3) years from the date the service commences. The total monthly charge is subject to increase as set forth in subparagraphs (9.0), (9.1), (9.2) and (9.3). 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 three (3) years period, this Agreement shall be automatically renewable for periods of one (1) year 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. A monthly administration fee shall apply for both monthly and quarterly invoiced Clients (non-ACH or non-automatic credit card or bank draft payments).

3. **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, HOLDUP, 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: (if applicable) Schedule of Equipment and Pricing.	
ASG SECURITY (Alarm Security Group LLC) <i>Julio Montenegro</i> 956 989 0597 Sales Representative (Print/Signature)	Accepted by: <i>X</i> Client's Authorized Signature HIDALGO COUNTY WIC Date
Company Authorized Signature	Client's Name
Title	Printed Name
Date	Business Telephone
	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 REFUND THE CLIENT THE AMOUNT THAT HAS BEEN PAID TO COMPANY BY CLIENT UPON THE SIGNING OF THIS AGREEMENT.

License Numbers: DC: ECS00343, DR: 02-71, FAI-0721, MA: 1608 C, SS CD 000984, MD: 107-714, NC: NCASLB: 1961-CSA, 10653-SP-LV, NJ: 34BP0000500, 661109, OK: 1036, PA: PA062399, SC: BAC-13313, TX: B11180, ACR-3243, ECR-1767, HCR-410, VA: 11-3605, 3705 098237A, Other License #: _____

In the State of Texas, Company is licensed and regulated by the Texas Department of Public Safety, Private Security Bureau. Complaints may be directed to: 3803 North Lamar Blvd., Austin, TX 78773-4472, 512-424-7710. In the State of North Carolina, Company is licensed and regulated by the Alarm Systems Licensing Board. Complaints may be directed to: 1961 Glenwood Ave. Suite 200, Raleigh, NC 27612-5119-780-5320.

THIS IS A CONTRACT - READ ALL PAGES CAREFULLY

