

COMMERCIAL PURCHASE, LEASE AND SERVICES AGREEMENT



Local ASG Office
314 Ash Ave
McAllen, TX 78501

Customer Billing Information
Midlago County

Corporate Info
MAS #:
Site #:
Job #:

THIS AGREEMENT made this 11 day of March 20 13, by and between Alarm Security Group LLC (ASG Security), hereinafter called the "Company" and Midlago County Urban County hereinafter called the "Client", at (site address) Program Office 9805 N 10th McAllen, TX 78504.

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) [X] System/Equipment Install/Purchase [] Company Owned System [X] Monthly Services

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

- Burglar Alarm Monitoring 2100
Panic/Hold-Up Monitoring
Fire Alarm Monitoring
Sprinkler Alarm Monitoring
Elevator Monitoring
Temp Alert Monitoring
Cellular/Radio Service
DataLink
ASG Connect
ASG Managed Access
Burglar Alarm Maintenance
Fire Alarm Maintenance
Access Control Maintenance
Video Surveillance System Maint.
Opening/Closing Log Only
Opening/Closing w/Schedules
O/C Reports M W BW
Fire Alarm Maint. (inc. Test&Ins)
Sprinkler Alarm Maintenance
Sprinkler Test & Inspect
Fire Alarm Insp A B BM M Q SA W
FA Sens Test A B BM M Q SA W
Other:
Administration Fee* \$3.99

(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 \$ 460 Dollars plus applicable taxes. The terms of payment are as follows: Deposit \$; upon Equipment Delivery \$; upon 100% completion \$ 460. 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 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 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) 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. *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 \$ 2100 Service/Monitoring Fee plus tax (if applicable) per month, payable [] monthly; [] quarterly; [] semi-annually; [X] 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 five (5) 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 five (5) 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. 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 Warranties: 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 PARAGRAPH 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)

Sales Representative (Print/Signature)
Company Authorized Signature
Title
Date

Accepted by:

Client's Name
Date
Client's Authorized Signature
Printed Name
Title
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: ECS901543
DE: 02-71, FAL-0221
MA: 1608 C, SS CO 000986
MD: 107-714
NC: NCSLB: 1961-CSA, 20653-SP-LV
NJ: 34BF00000500, 661309
OK: 1036
PA: PA062390
SC: BAC-13313
TX: B11180, ACR-2242, ECR-1767, HCR-410
VA: 11-3605, 2705 098253A
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: 5805 North Lamar Blvd., Austin, TX 78572-4422, 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: 4901 Glenwood Ave, Suite 200, Raleigh, NC 27612 919-788-5320.

THIS IS A CONTRACT - READ ALL PAGES CAREFULLY



Schedule of Equipment

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 11 day of March, 2013, between ASG Security (Company) and HIDALGO county urban county ("Client"), located at: program office 9805 N 10th st McAllen, TX 78504

SCOPE OF WORK / SERVICES TO BE PROVIDED:

Office Area
Upgrade Brinks security panel to Honeywell Vista 20 system.
2-6160 Keypads (Replace)
Add 1-76730 Glass Break (2nd office on north side of building)
Add 1-Exterior Siren
Add 1-wireless Receiver
(Add to southside of empty building)
3-wireless Door contacts
* Burglary monitoring service @ \$2100
Install cost \$4600
12 months of service \$25200
71200 TAX EXEMPT
Bill on completion of job p.o.#
* Amendment to terms: Item 18 to the extent provided for under the constitution and LAWS of the state of Texas.

ASG SECURITY (Alarm Security Group LLC)

Accepted by:

Sales Representative (Print/Signature)
Company Authorized Signature
Title
Date

Client's Name
Date
Client's Authorized Signature
Printed Name
Title
Business Telephone
Date

Subscriber Information Form

Date: _____

Branch #: Click arrow for drop-down choice



(Alarm Security Group LLC)

Please check all that apply

- | | | | |
|---|--|---|-----------------------------------|
| <input type="checkbox"/> NEW ACCOUNT | <input type="checkbox"/> Residential | <input type="checkbox"/> Supervised O/C | <input type="checkbox"/> Alarmnet |
| <input type="checkbox"/> UPDATE / CHANGES | <input type="checkbox"/> Commercial | <input type="checkbox"/> Supervised T/T | <input type="checkbox"/> Datalink |
| | <input type="checkbox"/> Commercial Fire | | |

Install Date: _____

SUBSCRIBER INFORMATION

Hidalgo County Urban

County Program Office

Primary Account # _____ Secondary Account # _____ Customer Name _____

Street Address 9805 N 10th st City McAllen State TX Zip 78504

Cross Street (s) _____ Primary Phone Number _____ Secondary Phone Number _____

Not providing this information may delay processing

Panel Phone Number _____ Panel Type V-80 Panel Format _____

RESPONDING AGENCIES

Not providing this information may delay processing

Police Dept (Name) McAllen P.D. Police Phone (not 911) _____ Permit Number _____

Fire Dept (Name) McAllen Fire Dept Fire Phone (not 911) _____ Permit Number _____

EMT (Name) _____ EMT Phone (not 911) _____ Permit Number _____

Security Guard _____ Security Guard Phone _____

EMERGENCY CONTACT LIST

General Passcode/Password _____ Duress Code 2222

Contact Name _____ Cell Phone _____ Home Phone _____ Other Phone _____ Passcode _____

Contact Name _____ Cell Phone _____ Home Phone _____ Other Phone _____ Passcode _____

Contact Name _____ Cell Phone _____ Home Phone _____ Other Phone _____ Passcode _____

Contact Name _____ Cell Phone _____ Home Phone _____ Other Phone _____ Passcode _____

Contact Name _____ Cell Phone _____ Home Phone _____ Other Phone _____ Passcode _____

Contact Name _____ Cell Phone _____ Home Phone _____ Other Phone _____ Passcode _____

Contact Name _____ Cell Phone _____ Home Phone _____ Other Phone _____ Passcode _____

Contact Name _____ Cell Phone _____ Home Phone _____ Other Phone _____ Passcode _____

Approved by/Signature: _____



3.11.13

Date of Transaction

ALARM or USER PERMIT REQUIREMENT - NOTIFICATION

Alarm Security Group LLC (ASG Security, Argus Security, TnT Security Services), the (Company) does hereby notify you Hinds County, (the Client) that it is your responsibility to obtain, at your sole cost, all required alarm/user permits as regulated by your local police or fire department (municipality). In some cases this required permit must be renewed annually. Please check with your local municipality.

Failure to obtain the required alarm/user permit may result in fines as assessed by your local municipality who have jurisdiction, and all such fines shall be the responsibility of the Customer regardless of the circumstances.

Once you have obtained or renewed your alarm/user permit, it is your responsibility to report your alarm/user permit number to ASG Security by updating online at www.asgsecurity.com under My ASG, faxing a copy to 301-210-2837 or e-mailing your permit number and expiration date to datachanges@asgsecurity.com.

Some municipalities may refuse to dispatch emergency personnel to your location if no alarm/user permit has been obtained and/or if it is not listed at the monitoring station at the time of dispatch. Your system may not be considered "active" in the monitoring station without this permit information.

Please initial, indicating your understanding of this Alarm Permit Requirement and Notification. Customer Initials: _____

PHONE LINE PROTECTION - VOIP-CABLE MODEM-'DIGITAL' PHONE SERVICE NOTIFICATION

The Company recommends that all Clients utilize a cellular/radio (GSM) signal transmission as their primary signal transmission method, or minimally install the GSM service as a back-up to their 'standard' (analog) phone service (which is at an additional installation and monthly cost if added after the original installation) which allows for signal transmission in the event of a 'standard' phone line failure/outage.

The Company further notifies the Client that if the installed system is set-up to operate over a standard (non-internet-based) phone line, and the Client discontinues their standard phone service or changes their phone service after the monitoring service has been established, the Client's monitoring service may be disrupted (no communication will be received by the Company) and the Company will not be aware of this service disruption. Non-standard phone services include but are not limited to, DSL, cable modem, VOIP ('Vonage', 'U-Verse', 'Bongo'), 'Magic Jack' or similar digital/internet based technology). It is the responsibility of the Client to notify the Company of any phone line changes. Any additional equipment required to re-establish signal monitoring communication is at the Client's sole expense and will result in additional monthly monitoring charges.

Please initial, indicating your understanding of Phone Line Protection, Phone Service Requirement Customer Initials: _____

NOTICE OF UNDERSTANDING REGARDING TAKEOVER OF EXISTING SYSTEM

The Company is not responsible for the original design, scope or operational condition or failure of the Client's equipment or wiring as installed by a third party. The Company shall test the existing security devices at the time of a Takeover, but in no way warrants the Client owned system. Should there be a defect of the Client's system, devices or wiring at the time of Takeover or should there be a failure of the Client's equipment or wiring in the future, all required repairs or equipment replacement(s) shall be at the Client's sole expense.

Please initial, indicating your understanding of issues related to Takeover of Existing System. Customer Initials: _____

NOTICE OF CANCELLATION (Applicable to Residential Customers Only)

You, the Client, may cancel this transaction without penalty or obligation within three (3) business days from the date listed above. If you cancel, any property traded in, any payments made or any negotiable instrument executed by you under the contract or transaction will be returned within ten (10) business days following receipt by the Seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the Company at your residence in substantially as good condition as when received, any goods delivered to you under this contract or transaction, or you may if you wish, comply with the instructions of the Company regarding the return shipment of the goods at the Company's expense and risk.

If you make the goods available to the Company and the Company does not pick them up within twenty (20) days from the date of your Notice of Cancellation, you may return or dispose of the goods without any further obligation. If you fail to make the goods available to the Company or if you agree to return the goods to the Company and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail, fax or e-mail a signed and dated copy of this Notice of Cancellation to: ASG Security at 12301 Kiln Ct., Suite A, Beltsville, MD 20705, 301-210-2839 (fax), cancel@asgsecurity.com, no later than midnight on _____.

I acknowledge receiving a copy of this form: _____
Client's Signature Date

I HEREBY CANCEL THIS TRANSACTION: _____
Client's Signature Date
Print Name City/State