

COMMERCIAL PURCHASE, LEASE AND SERVICES AGREEMENT



Local ASG Office
314 Ash Street
McAllen, Texas 78501

Customer Billing Information
HIDALGO COUNTY LOCATIONS

THIS AGREEMENT made this 23RD day of OCTOBER 2013, by and between Alarm Security Group LLC (ASG Security), hereinafter called the "Company" and HIDALGO COUNTY WIC CLINIC, hereinafter called the "Client", at (site address) MERCEDES PUBLIC HEALTH 340 S TEXAS MERCEDES, TX

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 <u>\$20.90</u> | <input type="checkbox"/> Cellular/Radio Service _____ | <input type="checkbox"/> Fire Alarm Maint. (inc. Test&Ins) _____ |
| <input type="checkbox"/> Panic/Hold-Up Monitoring _____ | <input type="checkbox"/> DataLink _____ | <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 _____ |
| <input type="checkbox"/> Elevator Monitoring _____ | <input type="checkbox"/> Access Control Maintenance _____ | Billed: _____ |
| <input type="checkbox"/> ASG Connect _____ | <input type="checkbox"/> Video Surveillance System Maint. _____ | <input type="checkbox"/> FA Sens Test _____ |
| <input type="checkbox"/> ASG Video _____ | <input checked="" type="checkbox"/> Opening/Closing Log Only _____ | Billed: _____ |
| <input type="checkbox"/> ASG Managed Access _____ | <input type="checkbox"/> Opening/Closing w/Schedules _____ | <input type="checkbox"/> Other _____ |
| | <input type="checkbox"/> O/C Reports _____ | <input type="checkbox"/> Administration Fee* <u>\$3.99</u> |

(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 \$ _____ Dollars plus applicable taxes. The terms of payment are as follows: Deposit \$ _____; upon Equipment Delivery \$ _____; upon 100% completion \$ _____. 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) 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 \$ 20.90 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 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) 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).

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: AMENDMENT TO AGREEMENT	
ASG SECURITY (Alarm Security Group LLC)	Accepted by:
Sales Representative (Print/Signature)	Client's Authorized Signature
Company Authorized Signature	HIDALGO COUNTY WIC CLINIC
Title	Client's 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.

AL: 13-1577 FL: EO1300420 NC: NCASLB: 1961-CSA: 20653-SN-LV OK: 0106, TNT Security-1882 TX: B11180, ACR-2342, BCR 1767, BCR-410, Sea Angelo Security-D17807
 AR: E-M 30130041 GA: LVAJ35886 NJ: 348700000000, 661309 OH: P8D57714 UT: 6200217-6501
 CA: 7261 LA: F189, USA Fire & Burglar-F173 PA: 373753 PR: P8042390 VA: 11-3665, 2765 098253A
 DC: EC8901543 MA: 1608C, SS CO 000986 NY: 12000309880 RI: 4820, TSC-1848 WI: WVD43373
 DE: 02-71, FAL-0221; FAL-0285 MD: 107-714 OR: 53 89 1670 SC: BAC-13113 Other Licenses:
 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: 5881 North Lamar Blvd., Austin, TX 78753-4423, 513-426-7718.
 In the State of North Carolina, Company is licensed and regulated by the Alarm Systems Licensing Board. Complaints may be directed to: 4911 Glenwood Ave., Suite 300, Raleigh, NC 27612-919-788-5328.

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 23RD day of OCTOBER, 2013, between ASG Security (Company) and HIDALGO COUNTY WIC CLINIC ("Client"), located at:

MERCEDES PUBLIC HEALTH 540 S TEXAS MERCEDES, TX

SCOPE OF WORK / SERVICES TO BE PROVIDED:

Amendment to "18. Third Party Indemnification"

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, to the extent provided for under the Constitution and the Laws of the State of Texas, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damage and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

ASG SECURITY
(Alarm Security Group LLC)

Sales Representative (Print/Signature)

Company Authorized Signature

Title

Date

[Handwritten Signature]
[Handwritten Signature]
[Handwritten Signature]
[Handwritten Signature]

Accepted by:

Client's Authorized Signature

HIDALGO COUNTY WIC CLINIC

Client's Name

Printed Name

Business Telephone

Date

Title

Date

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

Zimbra

evangelina.garcia@co.hidalgo.tx.us

RE: Review Of ASG Agreement-Precinct One

From : Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Thu, Oct 10, 2013 11:04 AM

Subject : RE: Review Of ASG Agreement-Precinct One  2 attachments

To : 'Evangelina Garcia'
<evangelina.garcia@co.hidalgo.tx.us>

Reply To : victor garza <victor.garza@da.co.hidalgo.tx.us>

Ms. Garcia,

Please see attached revised Service Agreement, with the proposed amendment to the indemnification paragraph denoted on page 3. So long as the revised amendment on page 3 is attached to every agreement with ASG, each agreement will be approved as to form.

Victor M. Garza
Assistant District Attorney
County Affairs Section
Office of the District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

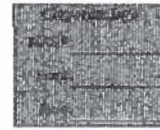
The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO victor.garza@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**

COMMERCIAL PURCHASE, LEASE AND SERVICES AGREEMENT



Local ASG Office
314 Ash Street
McAllen, Texas 78501

Customer Billing Information
HIDALGO COUNTY LOCATIONS



THIS AGREEMENT made this 23RD day of OCTOBER 2013, by and between Alarm Security Group LLC (ASG Security), hereinafter called the "Company" and HIDALGO COUNTY WIC CLINIC, hereinafter called the "Client", at (site address) NORTH SAN JUAN WIC CLINIC -- 509 E EARLING SAN JUAN, TX

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 <u>\$20.90</u> | <input type="checkbox"/> Cellular/Radio Service | <input type="checkbox"/> Fire Alarm Maint. (inc. Test&Ins) |
| <input type="checkbox"/> Panic/Hold-Up Monitoring | <input type="checkbox"/> DataLink | <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 |
| <input type="checkbox"/> Elevator Monitoring | <input type="checkbox"/> Access Control Maintenance | Billed: |
| <input type="checkbox"/> ASG Connect | <input type="checkbox"/> Video Surveillance System Maint. | <input type="checkbox"/> FA Sens Test |
| <input type="checkbox"/> ASG Video | <input checked="" type="checkbox"/> Opening/Closing Log Only | Billed: |
| <input type="checkbox"/> ASG Managed Access | <input type="checkbox"/> Opening/Closing w/Schedules | <input type="checkbox"/> Other: |
| | <input type="checkbox"/> O/C Reports | <input type="checkbox"/> Administration Fee* <u>\$3.99</u> |

(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 \$ _____ Dollars plus applicable taxes. The terms of payment are as follows: Deposit \$ _____; upon Equipment Delivery \$ _____; upon 100% completion \$ _____. In the event of changes in cost of the System if requested 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) 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 \$ 20.90 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 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) 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).

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: AMENDMENT TO AGREEMENT

ASG SECURITY (Alarm Security Group LLC)	Accepted by:
Sales Representative (Print/Signature)	Client's Authorized Signature _____ Date _____
Company Authorized Signature _____	Client's Name _____
Title _____	Printed Name _____ Title _____
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.

AL: 13-577 FL: E213000420 NC: NCA-SLB: 1861-CMA; 20653-SP-LV OR: 1036, TMT Security 1881 TX: B1118; ACR-2342, ECR-1767, ECR-410, San Angelo Security-B17807
 AR: E-AM 20130041 GA: LV3030866 OH: P42D7714 UT: 6302317-6203
 CA: 7261 IA: P1899, USA Fire & Burglar-F1733 NSG 171583 PA: PA062390 VA: 11-3626; 2705 09231A
 DC: EC9901543 MA: 1609C; SS CO 000986 NY: L2000309980 RI: AR2LJTC-1848 WY: WY043375
 DE: 02-71; PAL-0221; PAL-0286 MD: 107-714 CR: 33 89 1678 SC: BAC-15913 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: 5865 North Lamar Blvd., Austin, TX 78757-4322, 512-424-7718. 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 919-788-3326.

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 23RD day of OCTOBER, 2013, between ASG Security (Company) and HIDALGO COUNTY WIC CLINIC ("Client"), located at:

NORTHSAN JUAN WIC CLINIC - 509 E EARLING SAN JUAN, TX

SCOPE OF WORK / SERVICES TO BE PROVIDED:

Amendment to "18. Third Party Indemnification"

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, to the extent provided for under the Constitution and the Laws of the State of Texas, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damage and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

ASG SECURITY (Alarm Security Group LLC)

Sales Representative (Print/Signature)

Company Authorized Signature

Title

Date

Accepted by:

Client's Authorized Signature

HIDALGO COUNTY WIC CLINIC

Client's Name

Printed Name

Business Telephone

Date

Title

Date

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

Zimbra

evangelina.garcia@co.hidalgo.tx.us

RE: Review Of ASG Agreement-Precinct One

From : Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Thu, Oct 10, 2013 11:04 AM

Subject : RE: Review Of ASG Agreement-Precinct One  2 attachments

To : 'Evangelina Garcia'
<evangelina.garcia@co.hidalgo.tx.us>

Reply To : victor garza <victor.garza@da.co.hidalgo.tx.us>

Ms. Garcia,

Please see attached revised Service Agreement, with the proposed amendment to the indemnification paragraph denoted on page 3. So long as the revised amendment on page 3 is attached to every agreement with ASG, each agreement will be approved as to form.

Victor M. Garza
Assistant District Attorney
County Affairs Section
Office of the District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

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Local ASG Office
314 Ash Street
McAllen, Texas 78501

Customer Billing Information
HIDALGO COUNTY LOCATIONS

THIS AGREEMENT made this 23RD day of OCTOBER 2013, by and between Alarm Security Group LLC (ASG Security), hereinafter called the "Company" and HIDALGO COUNTY WIC CLINIC hereinafter called the "Client", at (site address) ALTON WIC CLINIC #2 3519 W MAIN AVE STE B MISSION, TX

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 [X] Monthly Services

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

- [X] Burglar Alarm Monitoring \$19.00
[] Panic/Hold-Up Monitoring
[] Fire Alarm Monitoring
[] Sprinkler Alarm Monitoring
[] Elevator Monitoring
[] ASG Connect
[] ASG Video
[] ASG Managed Access
[] Cellular/Radio Service
[] DataLink
[] Burglar Alarm Maintenance
[] Fire Alarm Maintenance
[] Access Control Maintenance
[] Video Surveillance System Maint.
[] Opening/Closing Log Only
[] Opening/Closing w/Schedules
[] O/C Reports
[] Fire Alarm Maint. (inc. Test&Ins)
[] Sprinkler Alarm Maintenance
[] Sprinkler Test & Inspect
[] Fire Alarm Insp
[] FA Sens Test
[] 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 \$ Dollars plus applicable taxes. The terms of payment are as follows: Deposit \$; upon Equipment Delivery \$; upon 100% completion \$.

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.

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 five (5) years from the date the service commences.

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.

Schedule of Equipment to be Installed

See Attachment: AMENDMENT TO AGREEMENT

ASG SECURITY (Alarm Security Group LLC) Accepted by:
Sales Representative (Print/Signature) Client's Authorized Signature
Company Authorized Signature Client's Name
Title Printed Name Title
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.

AL: 13-1577
AR: E-34 30130041
CA: 7261
DC: ECS901543
DD: 02-71: PAL-0021: PAL-0086 MD: 107-714
FL: E013060420
GA: 1VA235856
LA: F1399, USA Fire & Burglar-F1733
MA: 1808C; 85 CO 000986
NC: NCASLB: 1961-CNA; 30653-SP-LV
NE: 3-BIF02006350; 661329
NM: 373980
NV: 12000309980
OH: 53 89 1870
OR: 1036, TNT Security-1883
OR: P1027714
PA: PAD03190
RI: 4820,TRC-1848
SC: BAC-13313
TX: B11189; ACR-3242; ECR-1767; JCR-410, San Angelo Security-B17807
UT: 4300317-4501
VA: 11-3605; 2705 098251A
WV: WV043375
Other Licenses:
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: 5245 North Lamar Blvd., Austin, TX 78753-4222, 313-426-7718.
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 304, Raleigh, NC 27612 919-788-5328.

THIS IS A CONTRACT - READ ALL PAGES CAREFULLY

4. **Change in the System: Cost of Repairs: Additional Protection: Risk of Loss:** The cost of any additions, changes and variations in the system, as herein contracted for or as originally 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 insurer or inspection and rating bureau, are to be paid by Client. 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. All risk of loss or damage to the system shall be borne exclusively by Client, whether or not caused by any such change.

5. **Permits to Operate System:** Client acknowledges that in some local areas it is a requirement to obtain a permit or license to operate a system (fire alarm, fire, access control, CCTV). Client agrees to obtain any permit that might be required, and the Client acknowledges that the cost, if any, of the permit or license will be that of the Client's along with any additional charges that might be imposed on the Client. Client acknowledges that if a permit or license is not obtained, or the permit or license expires at the provided to the Company, no dispatch to an emergency signal may be the result, and/or a fine from the local response agency may be applied, which will be at the sole cost to the Client. Client agrees to maintain any permit or license during the term of this Agreement and for any automatic renewals of this Agreement.

6. **Installation of System: Delay at Installation: Interruption of Service:** Client authorizes and empowers Company to install or cause to be installed the protective system summarized on the Schedule of Protection. Client agrees that the work of installation shall be performed on weekdays only between the hours of 9:00 a.m. and 5:00 p.m., unless the Client directs otherwise, in which case, the Client hereby agrees to pay Company any resulting increased cost for installation. Should Company be forced to subcontract any portion of the installation due to any trade union jurisdiction dispute, the additional cost caused by such subcontracting shall be paid by the Client. Client understands use of electrical outlets required and necessary current through his premises, at his expense. Client shall, at his own expense, make any necessary repairs or changes to Client's premises, as requested by Company, and access to all needed areas, so facilitates the installation and operation of the system. Any service or installation in the construction or installation of the system must be called to the attention of the Company, in writing, within thirty (30) days after completion of installation. Otherwise, the installation shall be deemed totally satisfactory to and accepted by Client. Company assumes no liability for delay in installation of the equipment, or for interruption of service due to strikes, riots, floods, strikes, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service to Client while interruption of service due to any such cause may continue.

7. **Service Inspections: Cost of Repairs:** Client authorizes and empowers Company to maintain and service the aforesaid system to make any necessary inspections, tests and repairs as required. In the case of fire alarm protection, Client will notify Company in writing of any change in its fire rating bureau or agency. If maintenance service has been contracted for, repairs necessitated by ordinary wear and tear shall be at Company's expense including battery charges, damages caused by the Client or third party, or damages caused by Acts of God (lightning, power surge, water damage or similar non-equipment failure), which shall be separately billed, and shall be performed as soon as reasonably possible after receipt of notice by Company from Client. Client shall be responsible for testing system monthly and informing company of any necessary repairs. If time and material service has been requested, any necessary repairs shall be charged to Client at the Company's then prevailing labor and material rates. All necessary inspection, tests, or service calls which may be required on the part of the Company shall be performed between the hours of 9:00 am and 5:00 pm on normal business days. Client acknowledges the Company's obligation hereunder releases solely to the maintenance or repair of the specified system and that Company is in no way obligated to insure the operation of the system or to maintain or service Client's property or the property of others to which Company's system is connected. Client is responsible for paying all local, municipal and governmental false alarm fines. Trip charges may be applicable for both maintenance and non-maintenance clients.

7B. **Limited Warranty (System Malfunction):** Company warrants the System to be free from defects in material and/or workmanship for a period of ninety (90) days from the date of original installation. Upon expiration of such warranty period, or in the event such goods are subjected to misuse, negligence, alteration, improper repair, or are operated contrary to printed instructions, all warranty and liability of Company shall immediately cease.

If within the period of such warranty, the Company promptly notifies the Company of any claimed defect and it appears to Company that such part or parts are defective, Company will at its option repair such defective part or parts or replace the same with like or similar part or parts. The Company shall be responsible for all transportation and labor charges relating to installation of any replacement part or removal of a defective part.

It is expressly understood that the replacement of such defective part or parts by Company shall constitute the sole remedy of Client and the sole liability of Company, whether on warranty, contract, or negligence, and that Company shall not be liable for any other expenses, injury, loss or damage, whether direct, incidental or consequential.

No representative of Company has any authority to waive, alter, vary, or add to the terms hereof without prior approval in writing accepted by an authorized representative of Company. All implied warranties including implied warranty of merchantability or fitness for a particular purpose, shall not extend to duration of this limited warranty.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

8. **Response to Alarm Signals: Telephone Line Requirements and System Testing:**

(a) **Central Station Alarm:** Client has installed a central station alarm. Company or its designee, shall, without warranty, make every reasonable effort to do the following: (1) Upon receipt of a burglar alarm signal, transmit the alarm to headquarters of the local police authority and notify the Client or his designated representative by calling the telephone number supplied to Company in writing by Client; (2) Upon receipt of holdup alarm signal, transmit the alarm to headquarters of the local police authority; (3) Upon receipt of manual, water flow, smoke or automatic fire alarm signal, transmit the alarm to local fire authority and notify Client or his designated representative by calling the telephone number supplied to Company in writing by Client; (4) Upon receipt of a monitoring signal, notify Client or his designated representative by calling the telephone number supplied to Company in writing by Client; (5) Upon receipt of an analog signal indicating an unauthorized entry into Client's premises, Company's operator will make every reasonable effort to identify the sound, when warranted, transmit notice of said signal to the local police authority and notify the Client or his designated representative by calling the telephone number supplied in writing by Client. In some cases the order or sequence or number of calls made to the Client or Client designees may be subject to the requirements of local or state jurisdiction governing the Client's site, or the Company.

(b) **Police and Fire Department Connected Alarm:** Client acknowledges that if the signals transmitted from Client premises will be monitored in municipal police and/or fire departments or other locations, that the personnel of such municipal police and/or fire department or other location that are not agents of Company, the Company shall not assume any responsibility for the manner in which signals are monitored or the response, if any to such signals.

(c) **Standard Telephone Lines/Signal Disruption:** Client acknowledges that if the system is designed to operate over a standard "Analog" (POTS) telephone line, and in the event the Client's telephone service is out of order, discontinued, transferred to any form of VoIP or other digital, fiber optic or any other way interrupted, signals from the Client's system may not be received by the Company, and this interruption will not be known by the Company, and the Company, who shall not be responsible for failure to receive such signals. Client bears responsibility for providing a standard Analog phone line in working order or to notify the Company in the event of transferring phone service to any other non-standard Analog service. Client acknowledges that if a non-standard Analog phone service is established thereby requiring additional monitoring equipment and advanced communication service, additional installation and monthly monitoring charges will apply in order to modify the Client's system.

(d) **System Testing:** It is recommended that the Client test the operation of their system which includes transmitting a test signal to the central station at a minimum of every thirty (30) days. Failure to do so could result in the Company being unaware of a phone line interruption which could result in alarm signals not being received at the central station. This monthly test is not a substitute for a specifically designed phone line backup system, but is recommended ensuring a long-term phone line outages or system malfunctions do not occur.

(e) **Cellular/Radio/DSL (Wireless) Signal Transmission:** Client acknowledges that if Wireless Signal Transmission is utilized as the primary, secondary or exclusive signal transmission, and the Cellular/Radio service is a pay-per-use, no signal transmission will be received from the Client's site. Additionally, unless "Opening/Closing" services are selected by the Client, the Client's system is designed to only transmit signals in the event of an emergency (alarm) event. Without the enabling of Opening/Closing services, neither the Client nor the Company can validate if the Client's system is in the armed (on) state. The Company shall not be responsible for the failure to receive an emergency (alarm) signal event from the Client's site address.

9. **Increase in Monthly Charges:** Company shall have the right, at any time, to apply a monthly administrative billing fee (for non non-payment Client) and/or increase the monthly charges provided herein to reflect increases in federal, state and local taxes, utility charges including telephone charges, and any other charges which may be imposed on the Company and which relate to the services provided under this Agreement, and Client agrees to pay such increased monthly charges.

9.1. In addition, to the increases set forth above, but not less than that due during any twelve month period, Company shall also have the right to increase the monthly charges called for during the term of this agreement by a percentage equal to 1.5 times the percentage increase in the Department of Labor Consumer Price Index, (all items), since the effective date of this Agreement or since the date of the last such increase pursuant to this sub-paragraph (9.1), whichever date is later, and Client agrees to pay such increased monthly charges.

9.2. As an alternative to sub-paragraph (9.1), but not more than once during any twelve month period, the Company shall have the option to increase the monthly charges provided herein by a percentage not to exceed 20% per year since the date of the last such increase pursuant to this paragraph (9.2). Said 20% per year increase shall be in lieu of all other increases in this year (excluding an administration fee) provided for in sub-paragraph (9.1). If Client objects in writing within thirty (30) days from the effective date of the increase being imposed pursuant to this sub-paragraph (9.2), the Company shall have forty-five (45) days to respond following receipt of such written objection. If Company fails to respond to the Client within forty-five (45) days from the Client's written objection, the increase pursuant to this sub-paragraph (9.2) shall be rescinded. If the Client refuses to accept the imposed increase, the Company may choose to reduce the increase in accordance with sub-paragraph (9.1), within which Client agrees to pay Client's failure to object in writing within the said thirty (30) days from the increase pursuant to this sub-paragraph (9.2) shall constitute the Client's acceptance of the increase.

10. **Attached Personnel, Opening & Closing Schedules:** Client agrees to furnish forthwith a written list of the names, title, residence and cellular telephone numbers of all persons authorized to arrange an unannounced entry and/or authorized to enter or remain on the premises of Client during the regularly scheduled closed period, and/or notified in the event of an alarm. Client agrees to keep such call list current. If Opening and Closing Schedules are included in the Client's system, the Client shall furnish the Company with a written daily/weekly and holiday Opening and Closing Schedules. All changes, revisions and modifications to the above shall be supplied to Company in writing. Failure by the Client to provide the Company with Opening and Closing Schedules shall remove the Client from this service and the only obligation of the Company shall be a refund of the specific charges for this service for up to six (6) months.

11. **Title Retention: Removal of System (Company Owned System):** Client acknowledges and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed herein, including but not limited to transmission, detection sensors, bell boxes and controls shall in all times remain the sole property of Company. Upon the expiration of this Agreement or upon any default as herein set forth, Company is authorized to enter upon premises of Client and to remove all the Client's system and equipment from the premises of Client, and all items removed shall be returned to Client within thirty (30) days of their removal. In the event of removal of the Client's system and equipment from the premises of Client, the Client shall be responsible for the removal of the said Company owned equipment to Client in good condition, reasonable wear and tear excepted. If the Client requests for the Company owned equipment to remain in place or refuses to allow the Company to remove the Company owned equipment, the Client acknowledges there will be a charge applied (equipment charge) equal to the current market value for all major components, and the Client agrees to these charges.

Upon completion of the installation, title to all of the non-recoverable equipment, materials, supplies including but not limited to, wire, cable, fill, conduit, screws and the labor for the installation of the system shall vest in the Client. Notwithstanding the foregoing, during the term of this Agreement, Client will not damage, encumber, tamper with or dispose of any portion of this system or permit the system to be damaged, encumbered, taken from the premises, tampered with or repaired by anyone who is not an authorized agent of Company. In the event of loss or damage to any portion of this system, whether owned by the Company or Client, Client agrees to pay Company the reasonable value for the replacement or repair of the Company owned equipment or the installation on the Client's premises. Client agrees that the installation of the Company owned equipment does not create a fixture to Client's premises as to that equipment. The value for replacement that a Company Owned System does not include maintenance/repair services, if required/required, is available for an additional monthly charge.

12. **Suspension or Cancellation of this System/Service:** This Agreement may be suspended or canceled, without notice at the option of Company, if Company's or Client's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event Company is unable to render service as a result of any action by any governmental agency.

13. **Delinquency & Retention Charges: Interest Charges:** In the event the payment due hereunder is more than ten (10) days delinquent, Company may impose and collect a delinquency charge of 1.50% per month (18% per annum), or the highest amount under law, whichever is less, of the amount of the delinquency. Client acknowledges and agrees that the delinquent payment or nonpayment of the amounts due hereunder may be deemed by the Client to be a material breach of contract on the part of Client, and, at Company's option, in addition to all other legal remedies available, shall excuse it from further performance under this Agreement, upon the giving of ten (10) days written notice to Client. Company's excuse from performance shall not affect its right to recover all amounts owing pursuant to this Agreement including damages from Client or to recover Company owned equipment from Client's premises. If the system is deactivated because of Client's past due balance, and if Client desires to have system reactivated, Client agrees to pay in advance to Company a reactivation charge to be fixed by the Company in its sole discretion.

14. **Change in Ownership of Client's Premises:** Client acknowledges that the sale or transfer of Client's premises shall not relieve Client of his duties and obligations under this Agreement. Client may not assign this Agreement or permit anyone to take subject to this Agreement without written consent of the Company.

15. **Assignment/Subcontractors of Company:** Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Client and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to Company's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors, and they bind Client to Company with respect to said assignees and/or subcontractors with the same force and effect as they bind Client to Company.

16. **Default by Client:** If the Client fails to make any payment as agreed herein, or becomes insolvent, or makes an assignment for the benefit of creditors, or a petition is filed by or against the Client under the Bankruptcy Act or any amendment therein, including a petition for reorganization, arrangement or extension, or if any representation, warranty or financial information made or submitted by Client shall become inaccurate due and payable, the entire amount of this Agreement shall become immediately due and payable.

In the case of Company Owned System, the Client hereby consents, in the event of default or non-observance of this Agreement, to the Company immediately entering the aforesaid premises or any other premises where the property of said Company may be located for the purpose of removing the equipment belonging to the Company. Upon the expiration of this Agreement or any renewal thereof, or upon the happening of any other contingency set forth herein, the Company may immediately enter said premises and remove the equipment with or without process of law and without liability for damages to persons or property arising out of such entry or taking of possession. Removal of the equipment by the Company shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall the Company be liable for any external damage caused to the premises by installation or removal of its equipment. Client acknowledges and agrees that the equipment of which the system is composed is totally interchangeable with Company's inventory, and therefore the Company has no obligation to place or use said equipment in any other system before using any of its other inventory, nor any obligation to account for or credit Client with the value of use of any such removed equipment. Company shall not be responsible for damages caused to Client's premises by reason of the removal of the system from Client's premises.

17. **Contract in Entirety: Limitation of Liability:** It is understood and agreed that Company is not an insurer, that insurance, if any, shall be obtained by Client, that the payments provided for herein are based on the value of the service as set forth herein and are not based on the value of the Client's property or the property of other located on the Client's premises; that Company makes no warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences therefrom from which the system or service is designed to detect or avert. Client acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to, installation, service, maintenance or monitoring of the system to property owners with resulting loss to Client because of, among other things, (a) the uncertainty amount of or value of the Client's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert; (b) the uncertainty of the response time of any police or fire departments should the police or fire departments be dispatched as a result of a signal being received or an audible device sounding; (c) the inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform as to be required by the contract; (d) the nature of the services to be performed by the Company. Client understands and agrees that if Company should be found liable for personal injury or property loss or damage from failure of Company to perform any of Company's obligation herein, including, but not limited to, installation, maintenance, monitoring, service or the failure or malfunction of the system or equipment in any respect whatsoever, Company's liability shall be limited to a sum equal to the total of six (6) monthly payments or Two Hundred Fifty (\$250.00) Dollars, whichever is lesser, and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or nonperformance of any obligation imposed by this contract or from negligence, active or otherwise of Company, its agents, servants, assigns or employees.

18. **Third Party Indemnification:** In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, Client agrees to identify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third person or injury to property of third person, which losses, damages and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

19. **Hazards: Aesthetics:** You have the affirmative duty to inform us, prior to beginning installation, of every location on the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, we will determine where to drill holes and place equipment. We will take reasonable precautions to avoid concealed obstructions, but have no means of determining with certainty if they exist. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material.

20. **Client's Purchase Order:** Client acknowledges that if there is any conflict between the Agreement and Client's purchase order or any other document, the Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

21. **Attorney's Fees:** In the event it shall become necessary for Company to institute legal proceedings to collect the cost of installation or the monthly service charge as set forth herein, then in such proceeding the unsuccessful party shall pay to the successful party reasonable attorney's fees where permitted by law.

22. **Invalid Provisions:** In the event any of the terms or provisions of this Agreement shall be declared to be invalid or unenforceable, all of the remaining terms and provisions shall remain in full force and effect.

23. **Notice:** All notices to be given hereunder shall be in writing and may be served, either personally or by mail, postage prepaid.

24. **Gender:** Whenever the context requires in this Agreement, the masculine gender herein used shall include the feminine and the singular shall include the plural.

25. **Paragraph Headings:** The paragraph titles used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

26. **Prior Agreements:** Client warrants and represents that the Client is not under any enforceable agreement with any other party concerning systems of any kind and description installed at the premises and furthermore Client agrees to indemnify and save harmless Company against all claims, demands, suits, expenses and damages by judgment or otherwise, which may now and hereafter be incurred as a result of any agreement that Client may have entered into with any party concerning any such systems of any kind and description. Client will pay all costs, including reasonable attorney's fees, for the defense of such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnity provision.

27. **Entire Integrated Agreement: Modification: Alterations: Waiver:** This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This signed Agreement supersedes all prior representations, understandings or agreements of the parties both written and verbal and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties at their duly authorized agents. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. Any modification or alterations to the standard terms and conditions contained herein must be initiated and acknowledged by both parties.



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 23RD day of OCTOBER, 2013, between ASG Security (Company) and HIDALGO COUNTY WIC CLINIC ("Client"), located at:

ALTON WIC CLINIC #2 3519 W MAIN AVE STE B MISSION, TX

SCOPE OF WORK / SERVICES TO BE PROVIDED:

Amendment to "18. Third Party Indemnification"

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, to the extent provided for under the Constitution and the Laws of the State of Texas, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damage and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

ASG SECURITY (Alarm Security Group LLC)	Accepted by:	
_____ Sales Representative (Print/Signature)	_____ Client's Authorized Signature	_____ Date
_____ Company Authorized Signature	HIDALGO COUNTY WIC CLINIC	
_____ Title	_____ Client's Name	_____ Printed Name
_____ Date	_____ Business Telephone	_____ Date

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

Zimbra

evangelina.garcia@co.hidalgo.tx.us

RE: Review Of ASG Agreement-Precinct One

From : Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Thu, Oct 10, 2013 11:04 AM

Subject : RE: Review Of ASG Agreement-Precinct One  2 attachments

To : 'Evangelina Garcia'
<evangelina.garcia@co.hidalgo.tx.us>

Reply To : victor garza <victor.garza@da.co.hidalgo.tx.us>

Ms. Garcia,

Please see attached revised Service Agreement, with the proposed amendment to the indemnification paragraph denoted on page 3. So long as the revised amendment on page 3 is attached to every agreement with ASG, each agreement will be approved as to form.

Victor M. Garza
Assistant District Attorney
County Affairs Section
Office of the District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

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COMMERCIAL PURCHASE, LEASE AND SERVICES AGREEMENT

Local ASG Office
314 Ash Street
McAllen, Texas 78501

Customer Billing Information
HIDALGO COUNTY LOCATIONS

THIS AGREEMENT made this 23RD day of OCTOBER 2013, by and between Alarm Security Group LLC (ASG Security), hereinafter called the "Company" and HIDALGO COUNTY WIC CLINIC, hereinafter called the "Client", at (site address) MISSION CLINIC #2 722 N BREYFOGGLE RD MISSION, TX

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 [X] Monthly Services

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

- [X] Burglar Alarm Monitoring \$19.00
[] Panic/Hold-Up Monitoring
[] Fire Alarm Monitoring
[] Sprinkler Alarm Monitoring
[] Elevator Monitoring
[] ASG Connect
[] ASG Video
[] ASG Managed Access
[] Cellular/Radio Service
[] DataLink
[] Burglar Alarm Maintenance
[] Fire Alarm Maintenance
[] Access Control Maintenance
[] Video Surveillance System Maint.
[] Opening/Closing Log Only
[] Opening/Closing w/Schedules
[] O/C Reports
[] Fire Alarm Maint. (inc. Test&Ins)
[] Sprinkler Alarm Maintenance
[] Sprinkler Test & Inspect
[] Fire Alarm Insp
[] FA Sens Test
[] 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 \$ _____ Dollars plus applicable taxes. The terms of payment are as follows: Deposit \$ _____ upon Equipment Delivery \$ _____ upon 100% completion \$ _____. In the event of changes in cost of the System if requested 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) 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 [X] 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 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) 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).

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: AMENDMENT TO AGREEMENT
ASG SECURITY (Alarm Security Group LLC)
Sales Representative (Print/Signature)
Company Authorized Signature
Title
Date
Accepted by:
Client's Authorized Signature
HIDALGO COUNTY WIC CLINIC
Client's Name
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.

AL: 13-1577
AR: E-M-201302041
CA: 7261
DC: EC3901543
DE: 02-71; PAL-0231; PAL-0235
FL: E015000420
GA: 1VA25286
IA: F189; USA Fire & Burglar-F173
MA: 1688C; SS CO 000988
MD: 107-714
NC: NCASLR: 1961-CSA; 20653-SP-1V
NJ: 34BJR0000300; 661309
NM: 371983
NY: 12000309980
OH: 53 89 1670
OK: 1096; TNT Security-1882
OR: 35E07714
PA: PADM350
RI: 4820; TSC-1848
SC: SAC-13113
TX: B11180; ACC-1242; ECR-1767; HCR-410. San Angelo Security-B17807
UT: 000313-0501
VA: 11-3605; 3705 098213A
WI: WVD41373
Other Licenses In
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: 5821 North Lamar Blvd., Austin, TX 78752-4423, 512-224-7718.
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 206, Raleigh, NC 27612 919-782-5378.

THIS IS A CONTRACT - READ ALL PAGES CAREFULLY

4. **Change to the System, Cost of Repair, Additional Protection, Risk of Loss:** The cost of any additions, changes and variations in the system, as herein contracted for or as originally 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 insurer or inspection and rating bureau, are to be paid by Client. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AT ALL TIMES AT CLIENT'S RISK AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT. All risk of loss or damage to the system shall be borne exclusively by Client whose obligations hereunder shall not be diminished by any such loss or damage.

5. **Permit to Operate System:** Client acknowledges that in some local areas it is a requirement to obtain a permit or license to operate a system (fire alarm, fire, access control, CCTV). Client agrees to obtain any permit that might be required, and the Client acknowledges that the cost, if any of the permit or license will be that of the Client's along with any additional charges that might be imposed on the Client. Client acknowledges that if a permit or license is not obtained, or the permit or license number is not provided to the Company, no dispatch to an emergency signal may be the result, and/or a fine from the local response agency may apply, which will be at the sole cost to the Client. Client agrees to maintain any permit or license during the term of this Agreement and for any automatic renewals of this Agreement.

6. **Installation of System, Delay of Installation, Interruption of Service:** Client authorizes and empowers Company to install or cause to be installed the protective system summarized on the Schedule of Protection. Client agrees that the work of installation shall be performed on weekdays only between the hours of 9:00 a.m. and 5:00 p.m., unless the Client directs otherwise, in which case, the Client hereby agrees to pay Company any resulting increased cost for installation. Should Company be forced to discontinue any portion of the work due to any trade union picket line, the additional cost caused by such picket line shall be paid by the Client. Client authorizes any electrical conduit required and necessary through his premises, at his expense. Client shall, at his own expense, make any necessary repairs or changes in Client's premises, as requested by Company, and access to all needed areas to facilitate the installation and operation of the system. Any error or omission in the construction or installation of the system must be called to the attention of the Company, in writing, within thirty (30) days after completion of installation. Otherwise, the installation shall be deemed totally satisfactory to and accepted by Client. Company assumes no liability for delay in installation of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fire, power failures, insurrection, interruption or unavailability of telephone service to Client while interruption of service due to any such cause may continue.

7A. **Service, Inspection, Cost of Repair:** Client authorizes and empowers Company to maintain and service the aforesaid system to make any necessary inspections, tests and repairs as required. In the case of fire alarm protection, Client will notify Company in writing of any change in his fire rating, bureau or agency. If maintenance service has been contracted for, repairs necessitated by ordinary wear and tear shall be at Company's expense excluding battery changes, damage caused by the Client or third party, or damages caused by acts of God (lightning, power surges, water damage or other non-equipment failure), which shall be separately billed, and shall be performed as soon as reasonably possible after receipt of notice by Company from Client. Client shall be responsible for testing system monthly and informing company of any needed repairs. If time and material services has been requested, any necessary repairs shall be charged to Client at the Company's then prevailing labor and material rates. All necessary inspections, tests, or service calls which may be required on the part of the Company shall be performed between the hours of 9:00 am and 5:00 pm on normal business days. Client acknowledges the Company's obligation hereunder relates solely to the maintenance or repair of the specified system and that Company is in no way obligated to insure the operation of the system or to maintain or service Client's property or the property of others to which Company's system is connected. Client is responsible for paying all local, municipal and governmental false alarm fines. Trip charges may be applicable for both maintenance and non-maintenance clients.

7B. **Limited Warranty, Government Reimbursement:** Company warrants the System to be delivered hereunder to be free from defects in material and/or workmanship for a period of ninety (90) days from the date of original installation. Upon expiration of such warranty period, or in the event such goods are subjected to mislead, negligence, alteration, improper repair, or use unrelated to printed instructions, all warranty and liability of Company shall immediately cease. If within the period of each warranty, the Client promptly notifies the Company of any claimed defect and it appears to Company that such part or parts are defective, Company will at its option repair such defective part or parts or replace the same with like or similar part or parts. The Company shall be responsible for all charges relating to the replacement of any defective part or parts, including the cost of removal of a defective part or parts and the cost of installation of a replacement part or parts. It is expressly understood that the replacement of such defective part or parts by Company shall constitute the sole remedy of Client and the sole liability of Company, whether on warranty, contract, or negligence, and that Company shall not be liable for any other expense, injury, loss or damage, whether direct, incidental or consequential. No representative of Company has any authority to waive, alter, vary, or add to the terms hereof without prior approval in writing accepted by an authorized representative of Company. All implied warranties including implied warranties of merchantability or fitness for a particular purpose, shall not exceed in duration the term of this limited warranty. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

8. **Response to Alarm Signals, Telephone Line Requirements and System Testing:**

(a) **Central Station Alarm:** If Client has installed a central station alarm, Company or its designee, shall, without warranty, make every reasonable effort to do the following: (1) Upon receipt of a burglar alarm signal, transmit the alarm to headquarters of the local police authority and notify the Client or his designated representative by calling the telephone number supplied to Company in writing by Client; (2) Upon receipt of holding alarm signal, transmit the alarm to headquarters of the local police authority; (3) Upon receipt of manual, water flow, smoke or automatic fire alarm signal, transmit the alarm to local fire authority and notify Client or his designated representative by calling the telephone number supplied to Company in writing by Client; (4) Upon receipt of a monitoring signal, notify Client or his designated representative by calling the telephone number supplied to Company in writing by Client; (5) Upon receipt of an audio signal indicating an unauthorized entry into Client's premises, Company's operator will make every reasonable effort to identify the sound, when warranted transmit notice of said signal to the local police authority and notify the Client or his designated representative by calling the telephone number supplied in writing by Client. In some cases the order or sequence or number of calls made to the Client or Client's designee may be subject to the requirements of local or state jurisdiction governing the Client's site, or the Company.

(b) **Police and Fire Department Connected Alarm:** Client acknowledges that if the signals transmitted from Client premises will be monitored in municipal police and/or fire departments or other locations, that the personnel of such municipal police and/or fire department or other location that are not agents of Company, the Company shall not assume any responsibility for the manner in which signals are monitored or the response, if any to such signals.

(c) **Standard Telephone Line/Signal Interruption:** Client acknowledges that if the system is designed to operate over a standard "Analog" (POTS) telephone line, and in the event the Client's telephone service is out of order, disconnected, transferred to any form of VoIP or other digital, fiber optics or other "non-standard" telephone service or in any other way interrupted, signals from the Client's system may not be received by the Company; and this interruption will not be known by the Company; and this interruption will be the responsibility of the Client to receive such signals. Client bears responsibility for providing a standard Analog phone line in working order or to notify the Company in the event of transferring phone service to any other non-standard Analog service. Client acknowledges that if a non-standard Analog phone service is established thereby requiring additional monitoring equipment and enhanced communication service, additional installation and monthly monitoring charges will apply in order to modify the Client's system.

(d) **System Test:** It is recommended that the Client test the operation of their system which includes transmitting a test signal to the central station at a minimum of every thirty (30) days. Failure to do so could result in the Company being unaware of a phone line interruption which could result in alarm signals not being received at the central station. This monthly test is not a substitute for a specifically designed phone line backup system, but is recommended ensuring a long-term phone line outage or system malfunction does not occur.

(e) **Cellular/Radio/GSM (Wireless) Signal Transmitters:** Client acknowledges that if Wireless Signal Transmitters is utilized as the primary, secondary or exclusive signal transmission, and the Cellular/Radio services is in anyway disrupted, no signal transmission will be received from the Client's site. Additionally, unless "Opening/Closing" services are selected by the Client, the Client's system is designed to only transmit signals in the event of an emergency (alarm) event. Without the enabling of Opening/Closing services, neither the Client nor the Client's system is in the armed (on) state. The Company shall not be responsible for the failure to receive an emergency (alarm) signal from the Client's site address.

9. **Rate is Monthly Basis:** Company shall have the right, at any time, to apply a monthly administrative billing fee (for non semi-payments Client) and/or increase the monthly charges provided herein to reflect increases in federal, state and local taxes, utility charges including telephone company line charges, and material fees and charges, which benefits are imposed on Company and which relate to the services provided under this Agreement; and Client agrees to pay such increased monthly charges.

9.1 In addition, to the increases set forth above, but no more often than once during every twelve month period, Company shall have the right to increase the monthly charges called for during the term of this agreement by a percentage equal to 1.5 times the percentage increase in the Department of Labor Consumer Price Index, (all items), since the effective date of this Agreement or since the date of the last such increase pursuant to this sub-paragraph (9.1), whichever date is later, and Client agrees to pay such increased monthly charges.

9.2 As an alternative to sub-paragraph (9.1), but not more than once during any twelve month period, the Company shall have the option to increase the monthly charges provided herein by a percentage not to exceed 20% per year within thirty (30) days from the effective date of the increase being imposed pursuant to this sub-paragraph (9.2), the Company shall have forty-five (45) days to respond following receipt of such written objection. If Company fails to respond to the Client within forty-five (45) days from the Client's written objection, the increase pursuant to paragraph (9.1) shall be deemed to have been accepted by the Company. If the Client objects to the increase in accordance with sub-paragraph (9.2), the Client agrees to pay. Client's failure to object in writing within the said thirty (30) days from the increase pursuant to this sub-paragraph (9.2) shall constitute the Client's acceptance of the increase.

10. **Authorized Personnel, Opening & Closing Schedules:** Client agrees to furnish forthwith a written list of the names, titles, residence and cellular telephone numbers of all persons authorized to arrange an unscheduled entry and/or authorized to enter or remain on the premises of Client during the regularly scheduled closed period, and/or notified in the event of an alarm. Client agrees to keep such list current. If Opening and Closing Schedules are included in the Client's system, the Client shall furnish the Company with a written daily/weekly and holiday Opening and Closing Schedule. All changes, revisions and modifications to the above shall be supplied to Company in writing. Failure by the Client to provide the Company with Opening and Closing Schedules shall remove the Client from this service and the only obligation of the Company shall be a refund of the specific charges for this service for up to six (6) months.

11. **Title to Equipment, Removal of System (Company Owned System):** Client warrants and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed herein, including but not limited to transmitters, detectors, sensors, bell and control shall at all times remain the sole property of Company. Upon the expiration of this Agreement or upon any default as herein set forth, Company is authorized to enter upon premises of Client and to remove all of the Company owned equipment. Removal of Company owned equipment shall be without prejudice to the collection of any and all sums due under the entire contract or extension or renewal thereof. Client shall, in each event, upon the said Company owned equipment to be in good condition, reasonable wear and tear excepted. If the Client requests for the Company owned equipment to remain in place or refuses to allow the Company to remove the Company owned equipment, the Client acknowledges there will be a charge applied (equipment charge) equal to the current market value for all major components, and the Client agrees to these charges. Upon completion of the installation, title to all of the non-recoverable equipment, materials, supplies including but not limited to, wire, cable, foil, conduit, screens and the labor for the installation of the system shall vest in the Client. Notwithstanding the foregoing, during the term of this Agreement, Client will not damage, encumber, tamper with or dispose of any portion of this system or permit the system to be damaged, encumbered, taken from the premises, tampered with or repaired by anyone who is not an authorized agent of Company. In the event of loss or damage to any portion of this system, whether owned by the Client or Company, Client agrees to pay Company the reasonable value for the replacement or repair of the Company owned equipment or the installation on the Client's premises if the Client agrees that maintenance of the Company owned equipment does not create a future to Client's premises as to that equipment. The Client acknowledges that a Company Owned System does not include maintenance/repair service; if required/needed it is available for an additional monthly charge.

12. **Suspension or Cancellation of this System/Service:** This Agreement may be suspended or canceled, without notice at the option of Company, if Company's or Client's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event Company is unable to render service as a result of any action by any governmental agency.

13. **Delinquency & Recovery Charges, Interest Charges:** In the event the payment due hereunder is more than ten (10) days delinquent, Company may impose and collect a delinquency charge of 1.50% per month (18% per annum), or the highest amount under law, whichever is less, of the amount of the delinquency. Client acknowledges and agrees that the delinquency payment or re-payment of the amounts due hereunder may be deemed by the Company to be a material breach of contract on the part of Client, and, as Company's option, in addition to all other legal remedies available, shall exercise its right for further performance under this Agreement, upon the giving of ten (10) days written notice to Client. Company's course from performance shall not affect Client's right to recover all monies owing pursuant to this Agreement including delinquency charges. Client or its representative shall be without prejudice to the collection of any and all sums due under the entire contract or extension or renewal thereof. Client shall, in each event, upon the said Company owned equipment to be in good condition, reasonable wear and tear excepted. If the Client requests for the Company owned equipment to remain in place or refuses to allow the Company to remove the Company owned equipment, the Client acknowledges there will be a charge applied (equipment charge) equal to the current market value for all major components, and the Client agrees to these charges. Upon completion of the installation, title to all of the non-recoverable equipment, materials, supplies including but not limited to, wire, cable, foil, conduit, screens and the labor for the installation of the system shall vest in the Client. Notwithstanding the foregoing, during the term of this Agreement, Client will not damage, encumber, tamper with or dispose of any portion of this system or permit the system to be damaged, encumbered, taken from the premises, tampered with or repaired by anyone who is not an authorized agent of Company. In the event of loss or damage to any portion of this system, whether owned by the Client or Company, Client agrees to pay Company the reasonable value for the replacement or repair of the Company owned equipment or the installation on the Client's premises if the Client agrees that maintenance of the Company owned equipment does not create a future to Client's premises as to that equipment. The Client acknowledges that a Company Owned System does not include maintenance/repair service; if required/needed it is available for an additional monthly charge.

14. **Change is Overlooked by Client's Premises:** Client acknowledges that the sale or transfer of Client's premises shall not relieve Client of his duties and obligations under this Agreement. Client may not assign this Agreement or permit anyone to take subject to this Agreement without written consent of the Company.

15. **Assignee/Subcontractors of Company:** Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Client and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to Company's disclaimer of warranty, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any assignee and/or subcontractors, and they bind Client with respect to said assignee and/or subcontractors with the same force and effect as they bind Client to Company.

16. **Default by Client:** If the Client fails to make any payment as agreed herein, or becomes insolvent, or ceases an assignment for the benefit of creditors, or a petition is filed by or against the Client under the Bankruptcy Act or any amendment thereto, including a petition for reorganization, arrangement or extension, or if any representation, warranty or financial information made or submitted by Client shall be untrue or unperfected in any material respect, or if Client defaults hereunder in any other respect, the entire amount under this Agreement payable by Client shall become immediately due and payable by Client to Company. In the case of a Company Owned System, the Client hereby consents, in the event of default or non-recovery of this Agreement, to the Company immediately entering the aforesaid premises or any other premises where the property of said Company may be located for the purpose of removing the equipment belonging to the Company. Upon the expiration of this Agreement or any renewal thereof, or upon the happening of any other contingency set forth herein, the Company may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to persons or property arising out of such entry or taking of possession. Removal of the equipment by the Company shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall the Company be liable for any normal damage caused to the premises by installation or removal of its equipment. Client acknowledges and agrees that the equipment of which the system is composed is readily interchangeable with Company's inventory, and therefore the Company has no obligation to place or use said equipment in any other system before using any of its other inventory, nor any obligation to account for or credit Client with the value of use of any such equipment for purposes of this Agreement. Company shall not be responsible for the destruction of the system or Client's premises by fire or other cause, whether or not caused by the system or Client's premises.

17. **Contract is Not a Lease, Limitation of Liability:** It is understood and agreed that Company is not an insurer, that insurance, if any, shall be obtained by Client; that the payments provided for herein are based on the value of the service as set forth herein and are unrelated to the value of the Client's property or the property of others located on the Client's premises; that Company makes no warranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will enter or prevent occurrences or the consequences there from which the system or service is designed to detect or avert. Client acknowledges that it is impractical and extremely difficult to fix the actual damage, if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to installation, service, maintenance or monitoring or the failure of the system to properly operate with resulting loss to Client because of, among other things: (a) The uncertain amount or value of the Client's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect, or avert; (b) The uncertainty of the response time of any police or fire department should the police or fire department be dispatched as a result of a signal being received or an audible device sounding; (c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by its equipment to properly operate; (d) The nature of the service to be performed by Company. Client understands and agrees that if Company should be found liable for personal injury or property loss or damage from failure of Company to perform any of Company's obligation herein, including, but not limited to, installation, maintenance, monitoring, service or the failure or malfunction of the system or equipment in any respect whatsoever, Company's liability shall be limited to a sum equal to the total of six (6) monthly payments or Two Hundred Fifty (\$250.00) Dollars, whichever is lesser, and that liability shall be exclusive, and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or nonperformance of any obligation imposed by this contract or from negligence, active or otherwise of Company, its agent, servants, assigns or employees.

18. **Third Party Indemnification:** In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, Client agrees to indemnify, defend and hold Company harmless from any and all claims and damages, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees. This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damages and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

19. **Hazards, Asbestos:** You have the affirmative duty to inform us, prior to beginning installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, we will drill wherever to drill holes and place equipment. We will take reasonable precautions to avoid concealed obstructions, but have no means of determining with certainty if they exist. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for any delay or expense of a hazardous material contractor.

20. **Client's Purchase Order:** Client acknowledges that if there is any conflict between the Agreement and Client's purchase order or any other document, the Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

21. **Attorney's Fees:** In the event it shall become necessary for Company to institute legal proceedings to collect the cost of installation or the monthly service charges as set forth herein, then in such proceeding the unsuccessful party shall pay to the successful party reasonable attorney's fees where permitted by law.

22. **Invalid Provisions:** In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

23. **Notice:** All notices to be given hereunder shall be in writing and may be served, either personally or by mail, postage prepaid.

24. **Gender:** Whenever the contract requires in this Agreement, the masculine gender herein used shall include the feminine and the singular shall include the plural.

25. **Paragraph Headings:** The paragraph titles used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

26. **Prior Agreements:** Client warrants and represents that the Client is not under any enforceable agreement with any other party concerning systems of any kind and descriptions installed at the premises and furthermore Client agrees to indemnify and save harmless Company against all claims, demands, suits, expenses and damages by judgment or otherwise, which may now and hereafter be incurred as a result of or arising out of any agreement that Client may have entered into with any party concerning any such systems of any kind and description. Client will pay all sums, including reasonable attorney's fees, for the defense of such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnity provision.

27. **Entire Integrated Agreement-Modifications-Alternative Waiver:** This writing is intended by the parties as a full expression of their Agreement and as a complete and exclusive statement of the terms thereof. This signed Agreement supersedes all prior representations, understandings or agreements of the parties both written and verbal and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a written signed by the parties or their duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. Any modifications or alterations to the standard terms and conditions contained herein must be in writing and acknowledged by both parties.



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 23RD day of OCTOBER, 2013, between ASG Security (Company) and HIDALGO COUNTY WIC CLINIC ("Client"), located at:

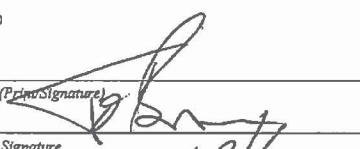

MISSION CLINIC #2 722 N BREYFOGGLE RD MISSION, TX

SCOPE OF WORK / SERVICES TO BE PROVIDED:

Amendment to "18. Third Party Indemnification"

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, to the extent provided for under the Constitution and the Laws of the State of Texas, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damage and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

ASG SECURITY (Alarm Security Group LLC)	Accepted by:
Sales Representative (Print/Signature) _____  Company Authorized Signature _____  Title _____ Date _____	Client's Authorized Signature _____ Date _____ HIDALGO COUNTY WIC CLINIC Client's Name _____ Printed Name _____ Title _____ Business Telephone _____ Date _____

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

Zimbra

evangelina.garcia@co.hidalgo.tx.us

RE: Review Of ASG Agreement-Precinct One

From : Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Thu, Oct 10, 2013 11:04 AM

Subject : RE: Review Of ASG Agreement-Precinct One  2 attachments

To : 'Evangelina Garcia'
<evangelina.garcia@co.hidalgo.tx.us>

Reply To : victor garza <victor.garza@da.co.hidalgo.tx.us>

Ms. Garcia,

Please see attached revised Service Agreement, with the proposed amendment to the indemnification paragraph denoted on page 3. So long as the revised amendment on page 3 is attached to every agreement with ASG, each agreement will be approved as to form.

Victor M. Garza
Assistant District Attorney
County Affairs Section
Office of the District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO victor.garza@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**

COMMERCIAL PURCHASE, LEASE AND SERVICES AGREEMENT



Local ASG Office
314 Ash Street
McAllen, Texas 78501

Customer Billing Information
HIDALGO COUNTY LOCATIONS



THIS AGREEMENT made this 23RD day of OCTOBER 2013, by and between Alarm Security Group LLC (ASG Security), hereinafter called the "Company" and HIDALGO COUNTY WIC CLINIC, hereinafter called the "Client", at (site address) ALAMO WIC CLINIC #2 1429 S TOWER RD ALAMO, TX

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 | \$15.00 | <input type="checkbox"/> Cellular/Radio Service | <input type="checkbox"/> Fire Alarm Maint. (inc. Test&Ins) |
| <input type="checkbox"/> Panic/Hold-Up Monitoring | | <input type="checkbox"/> DataLink | <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 |
| <input type="checkbox"/> Elevator Monitoring | | <input type="checkbox"/> Access Control Maintenance | Billed: |
| <input type="checkbox"/> ASG Connect | | <input type="checkbox"/> Video Surveillance System Maint. | <input type="checkbox"/> FA Sens Test |
| <input type="checkbox"/> ASG Video | | <input type="checkbox"/> Opening/Closing Log Only | Billed: |
| <input type="checkbox"/> ASG Managed Access | | <input type="checkbox"/> Opening/Closing w/Schedules | <input type="checkbox"/> Other: |
| | | <input type="checkbox"/> O/C Reports | <input checked="" type="checkbox"/> Administration Fee* |

(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 \$ _____ Dollars plus applicable taxes. The terms of payment are as follows: Deposit \$ _____; upon Equipment Delivery \$ _____; upon 100% completion \$ _____. In the event of changes in cost of the System if requested 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) 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 \$ 15.00 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 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) 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).

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: AMENDMENT TO AGREEMENT

ASG SECURITY (Alarm Security Group LLC)	Accepted by:
Sales Representative (Print/Signature)	Client's Authorized Signature
Company Authorized Signature	HIDALGO COUNTY WIC CLINIC
Title	Client's Name
Date	Printed Name
	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.

AL: 13-1377 FL: E011000430 NC: NCASLB-1961-CSA, 20653-SP-4-V OK: 1036, TNT Security-182 TX: B1118Q, ACR-3242, ECR-1767, ECR-410, San Angelo Security-B17807
 AR: E-34 20130041 CA: LVA305886 NJ: 143P00000500; 641309 OR: P91D07714 UT: 6302317-4361
 CA: T541 LA: F1899, ITRA Firm & Burglar-F1753 NM: 171993 PA: P40C290 WV: 11-34601, 2705 098255A
 DC: EC8901543 MA: 1668C, SS CO 000986 NY: 12000309980 NH: 4820, TSC 1818 SC: BAC-121313 WV: WVD01575
 DE: G1-71, PAL-0221, PAL-0286 342; 107-714 OH: 53 89 1670 SD: BAC-121313 Other Licenses:
 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: 5385 North Lamar Blvd., Austin, TX 78753-4222, 512-431-7714.
 In the State of North Carolina, Company is licensed and regulated by the Alarm System Licensing Board. Complaints may be directed to: 4901 Cloverwood Ave., Suite 200, Raleigh, NC 27613 919-788-5378.

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 23RD day of OCTOBER, 2013, between ASG Security (Company) and HIDALGO COUNTY WIC CLINIC ("Client"), located at:

ALAMO WIC CLINIC #2 1429 S TOWER RD ALAMO, TX

SCOPE OF WORK / SERVICES TO BE PROVIDED:

Amendment to "18. Third Party Indemnification"

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, to the extent provided for under the Constitution and the Laws of the State of Texas, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damage and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

ASG SECURITY (Alarm Security Group LLC)	Accepted by:
_____ Sales Representative (Print/Signature)	_____ Client's Authorized Signature
_____ Company Authorized Signature	HIDALGO COUNTY WIC CLINIC
_____ Title	_____ Client's Name
_____ Date	_____ Printed Name
	_____ Business Telephone
	_____ Date

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

Zimbra

evangelina.garcia@co.hidalgo.tx.us

RE: Review Of ASG Agreement-Precinct One

From : Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Thu, Oct 10, 2013 11:04 AM

Subject : RE: Review Of ASG Agreement-Precinct One  2 attachments

To : 'Evangelina Garcia'
<evangelina.garcia@co.hidalgo.tx.us>

Reply To : victor garza <victor.garza@da.co.hidalgo.tx.us>

Ms. Garcia,

Please see attached revised Service Agreement, with the proposed amendment to the indemnification paragraph denoted on page 3. So long as the revised amendment on page 3 is attached to every agreement with ASG, each agreement will be approved as to form.

Victor M. Garza
Assistant District Attorney
County Affairs Section
Office of the District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

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COMMERCIAL PURCHASE, LEASE AND SERVICES AGREEMENT

Local ASG Office
314 Ash Street
McAllen, Texas 78501

Customer Billing Information
HIDALGO COUNTY LOCATIONS

THIS AGREEMENT made this 23RD day of OCTOBER 2013, by and between Alarm Security Group LLC (ASG Security), hereinafter called the "Company" and HIDALGO COUNTY WIC CLINIC hereinafter called the "Client", at (site address) HIDALGO PUBLIC HEALTH 702 E TEJANO HIDALGO, TX

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 [X] Monthly Services

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

- [X] Burglar Alarm Monitoring \$18.70
[] Fire Alarm Monitoring \$8.80
[] Fire Alarm Monitoring \$8.80
[] Sprinkler Alarm Monitoring
[] Elevator Monitoring
[] ASG Connect
[] ASG Video
[] ASG Managed Access
[] Cellular/Radio Service
[] DataLink
[] Burglar Alarm Maintenance
[] Fire Alarm Maintenance
[] Access Control Maintenance
[] Video Surveillance System Maint.
[] Opening/Closing Log Only
[] Opening/Closing w/Schedules
[] Fire Alarm Maint. (inc. Test&Ins)
[] Sprinkler Alarm Maintenance
[] Sprinkler Test & Inspect
[] Fire Alarm Insp
[] FA Sens Test
[] 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 \$ Dollars plus applicable taxes. The terms of payment are as follows: Deposit \$ upon Equipment Delivery \$ upon 100% completion \$ In the event of changes in cost of the System if requested 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) 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 \$ 44.00 (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 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) 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).

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: AMENDMENT TO AGREEMENT
ASG SECURITY (Alarm Security Group LLC)
Sales Representative (Print/Signature)
Company Authorized Signature
Title
Date
Accepted by:
Client's Authorized Signature
HIDALGO COUNTY WIC CLINIC
Client's Name
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.

AL: 13-1577 FL: E01300042D NCG NCASLB 1961-CSA; 2065-SP-LV OIG 1085, 7N7 Security-1882 TX: B11180, ACR-2142, ECR-1767; HCR-410, San Angelo Security-B17807
AR: E-M 20130041 CA: LYA201846 GAI: LVA201846 INF: 348F00000000; 661909 OR: PE0207714 UT: 000217-0301
CA: 7261 LA: F1899, USA Fire & Burglar-F1733 NOK: 179982 PA: PA062390 YAI: 11-3025; 2705 098253A
DCI: BC2901543 MAI: 1608C; SS CO 000986 NY: 12000309980 NVA: 480, TSC-1848 RI: WV041375
DE: Q2-71, FAL-0221; FAL-0286 MD: 107-714 OEL: 53 89 1670 SC: BAC-13213 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: 5881 North Lamar Blvd., Austin, TX 78752-4723, 512-224-7718.
In the State of North Carolina, Company is licensed and regulated by the Alarm System Licensing Board. Complaints may be directed to: 4981 Cloverwood Ave., Suite 200, Raleigh, NC 27612 919-788-5378.

THIS IS A CONTRACT - READ ALL PAGES CAREFULLY

4. **Changes to the System: Cost of Repair; Additional Protection; Risk of Loss:** The cost of any additions, changes and variations in the system, as herein contracted for or as originally 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 inspection and rating bureau, are to be paid by Client. 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. All risk of loss or damage to the systems shall be borne exclusively by Client whose obligations hereunder shall not be diminished by any such loss or damage.

5. **Permit to Operate System:** Client acknowledges that in some local areas it is a requirement to obtain a permit or license to operate a system (garage, fire, access control, CCTV). Client agrees to obtain any permit that might be required, and the Client acknowledges that the cost, if any, of the permit or license will be that of the Client's along with any additional charges that might be imposed on the Client. Client acknowledges that if a permit or license is not obtained, or the permit or license number is not provided to the Company, no dispatch in an emergency signal may be the result, and/or a fine from the local response agency may apply, which will be at the sole cost to the Client. Client agrees to maintain any permit or license during the term of this Agreement and for any automatic renewals of this Agreement.

6. **Installation of System; Delay of Installation; Interruption of Service:** Client authorizes and empowers Company to install or cause to be installed the protective system enumerated on the Schedule of Protection. Client agrees that the work of installation shall be performed on weekdays only between the hours of 9:00 a.m. and 5:00 p.m., unless the Client directs otherwise, in which case, the Client hereby agrees to pay Company any resulting increased cost for installation. Should Company be forced to subcontract any portion of the installation due to any trade union jurisdiction dispute, the additional cost caused by such subcontracting shall be paid by the Client. Client authorizes use of electrical outlets required and necessary current through his meters, at his expense. Client shall, at his own expense, make any necessary repairs or changes to Client's premises, as requested by Company, and access to all needed areas, to facilitate the installation and operation of the system. Any error or omission in the construction or installation of the system must be called to the attention of the Company, in writing, within thirty (30) days after completion of installation. Otherwise, the installation shall be deemed totally satisfactory and accepted by Client. Company assumes no liability for any damage to the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, harassment, interruption or unavailability of telephone service in Client while interruption of service due to any such cause may continue.

7A. **Service Instructions; Cost of Repair:** Client authorizes and empowers Company to maintain and service the aforesaid system to make any necessary inspection, tests and repairs as required. In the case of fire alarm protection, Client will notify Company in writing of any change in its fire rating bureau or agency. If maintenance service has been contracted for, repairs necessitated by ordinary wear and tear shall be at Company's expense excluding battery charges, damages caused by the Client or third party, or damages caused by Acts of God (lightning, power surges, water damage or similar non-equipment failure), which shall be separately billed, and shall be performed as soon as reasonably possible after receipt of notice by Company from Client. Client shall be responsible for testing the system monthly and informing Company of any needed repairs. If time and material service has been requested, any necessary repairs shall be charged to Client at the Company's then prevailing labor and material rates. All necessary inspections, tests, or service calls which may be required on the part of the Company shall be performed between the hours of 9:00 am and 5:00 pm on normal business days. Client acknowledges the Company's obligation hereunder relates solely to the maintenance or repair of the specified system and that Company is in no way obligated to insure the operation of the system or to maintain or service Client's property or the property of others in which Company's system is connected. Client is responsible for paying all local, municipal and governmental false alarm fines. Trip charges may be applicable for both maintenance and non-maintenance claims.

7B. **Limited Warranty (System Package):** Company warrants the System to be delivered hereunder to be free from defects in material and/or workmanship for a period of ninety (90) days from the date of original installation. Upon expiration of such warranty period, or in the event such goods are subjected to misuse, negligence, alteration, improper repair, or are operated contrary to printed instructions, all warranty and liability of Company shall immediately cease. If within the period of such warranty, the Client promptly notifies the Company of any claimed defect and it appears to Company that such part or parts are defective, Company will at its option repair such defective part or parts or replace the same with like or similar part or parts. The Company shall be responsible for all transportation and labor charges relating to installation of any replacement part or removal of a defective part. It is expressly understood that the replacement of such defective part or parts by Company shall constitute the sole remedy of Client and the sole liability of Company, whether on warranty, contract, or negligence, and that Company shall not be liable for any other expense, injury, loss or damage, whether direct, incidental or consequential.

No representative of Company has any authority to waive, alter, vary, or add to the terms hereof without prior approval in writing accepted by an authorized representative of Company. All implied warranties including implied warranties of merchantability or fitness for a particular purpose, shall not extend to the extent of the terms of this limited warranty.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

8. **Response to Alarm Signals: Telephone Line Requirements and System Testing:**

(a) **Central Station Alarm:** Client has installed a central station alarm. Company or its designee, shall, without warranty, make every reasonable effort to do the following: (1) Upon receipt of a burglar alarm signal, transmit the alarm to headquarters of the local police authority and notify the Client or his designated representative by calling the telephone number supplied to Company in writing by Client; (2) Upon receipt of holding alarm signal, transmit the alarm to headquarters of the local police authority; (3) Upon receipt of manual, water flow, smoke or automatic fire alarm signal, transmit the alarm to local fire authority and notify Client or his designated representative by calling the telephone number supplied to Company in writing by Client; (4) Upon receipt of a monitoring signal, notify Client or his designated representative by calling the telephone number supplied to Company in writing by Client; (5) Upon receipt of an audio signal indicating an unauthorized entry into Client's premises, Company's operator will make every reasonable effort to identify the sound, when warranted transmit notice of said signal to the local police authority and notify the Client or his designated representative by calling the telephone number supplied in writing by Client. In some cases the cost of or sequence or number of calls made to the Client or Client's designee may be subject to the requirements of local or state jurisdiction governing the Client's site, or the Company.

(b) **Police and Fire Department Central Station Alarm:** Client acknowledges that if the signals transmitted from Client premises will be monitored in municipal police and/or fire departments or other locations, that the person(s) of such municipal police and/or fire department or other location that are not agents of Company, the Company shall not assume any responsibility for the manner in which signals are monitored or the response, if any, to such signals.

(c) **Standard Telephone Line/Sigal Disturbance:** Client acknowledges that the system is designed to operate over a standard "Analog" (POTS) telephone line, and in the event the Client's telephone service is out of order, disconnected, transferred to any form of VoIP or other digital, fiber optic or other "non-standard" telephone services or in any other way interrupted, signals from the Client's system may not be received by the Company; and this interruption will not be known by the Company, who shall not be responsible for failures to receive such signals. Client bears responsibility for providing a standard analog phone line in working order or to notify the Company in the event of transferring phone service to any other non-standard Analog service. Client acknowledges that if a non-standard Analog phone service is established requiring additional monitoring equipment and enhanced communication service, additional installation and monthly monitoring charges will apply in order to modify the Client's system.

(d) **System Testing:** It is recommended that the Client test the operation of their system which includes transmitting a test signal to the central station at a minimum of every thirty (30) days. Failure to do so could result in the Company being unaware of a phone line interruption which could result in alarm signals not being received at the central station. This monthly test is not a substitute for a specifically designed phone line backup system, but is recommended ensuring a long-term phone line outages or system malfunctions do not occur.

(e) **Cellular/Radio/GSM (Wireless) Signal Transmission:** Client acknowledges that if Wireless Signal Transmission is utilized as the primary, secondary or exclusive signal transmission, and the Cellular/Radio service is in any way disrupted, no signal transmission will be received from the Client's site. Additionally, unless "Opening/Closing" services are selected by the Client, the Client's system is designed to only transmit signals in the event of an emergency (alarm) event. Without the enabling of Opening/Closing services, neither the Company nor the Client can validate if the Client's system is in the armed (on) state. The Company shall not be responsible for the failure to receive an emergency (alarm) signal event from the Client's site address.

9. **Increase in Monthly Charges:** Company shall have the right, at any time, to apply a monthly administrative billing fee (for non rate-payment Client) and/or increase the monthly charges provided herein to reflect increases in federal, state and local taxes, utility charges including telephone company line charges, and municipal fees and charges, which hereinafter are imposed on the services provided under this Agreement; and Client agrees to pay such increased monthly charges.

9.1. In addition, to the increases set forth above, but no more often than once during any twelve month period, Company shall also have the right to increase the monthly charges called for during the term of this agreement by a percentage equal to 1.5 times the percentage increase in the Department of Labor Consumer Price Index, (all items), since the effective date of this Agreement or the date of the last such increase pursuant to this sub-paragraph (9.1), whichever date is later; and Client agrees to pay such increased monthly charges.

9.2. As an alternative to sub-paragraph (9.1), but not more than once during any twelve month period, the Company shall have the option to increase the monthly charges provided herein by a percentage not to exceed 20% per year since the date of the last such increase pursuant to this paragraph (9.2). Said 20% per year increase shall be in lieu of any other increase in such year (including an administration fee) provided for in sub-paragraph (9.1). If Client objects in writing within thirty (30) days from the effective date of the increase being imposed pursuant to this sub-paragraph (9.2), the Company shall have forty-five (45) days to respond following receipt of such written objection. If Company fails to respond to the Client within forty-five (45) days from the Client's written objection, the increase pursuant to this sub-paragraph (9.2) shall be reinstated. If the Client refuses to accept the imposed increase, the Company may choose to reduce the increase in accordance with sub-paragraph (9.1), which Client agrees to pay. Client's failure to object in writing within the said thirty (30) days from the increase pursuant to this sub-paragraph (9.2) shall constitute the Client's acceptance of the increase.

10. **Afterhours Protection, Opening and Closing Schedules:** Client agrees to furnish forthwith a written list of the names, titles, residence and cellular telephone numbers of all persons authorized to arrange an unscheduled event and/or authorized to enter or remain on the premises of Client during the regularly scheduled hours, and/or notified in the event of an alarm. Client agrees to keep such call list current. If Opening and Closing Schedules are included in the Client's service, the Client shall furnish the Company with a written daily Opening and Closing Schedule. All changes, revisions and modifications to such schedule shall be notified to Company in writing. Failure by the Client to provide the Company with Opening and Closing Schedules shall remove the Client from this service and the only obligation of the Company shall be a refund of the specific charges for this service for up to six (6) months.

11. **Title to Equipment; Removal of System (Company Owned System):** Client acknowledges and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed herein, including but not limited to transmitters, detection services, bell boxes and controls shall at all times remain the sole property of Company. Upon the expiration of this Agreement or upon any default as herein set forth, Company is authorized to enter upon premises of Client and to remove all of the Company owned equipment. Removal of Company owned equipment shall be without prejudice to the collection of any and all sums due under the entire contract or extension or renewal thereof. Client shall, in such event, return the said Company owned equipment to Company in good condition, reasonable wear and tear excepted. If the Client requires for the Company owned equipment to remain in place or refuse to allow the Company to remove the Company owned equipment, the Client acknowledges and agrees to pay the current market value for all such equipment, which shall be equal to the current market value for all such equipment as of the date of removal.

Upon completion of the installation, title to all of the non-consumable equipment, materials, supplies including but not limited to, wire, cable, coil, condenser, meters and the like for the installation of the system shall vest in the Client. Notwithstanding the foregoing, during the term of this Agreement, Client will not damage, encumber, transfer with or dispose of any portion of this system or permit this system to be damaged, encumbered, taken from the premises, transported with or repaired by any person who is not an authorized agent of Company. In the event of loss or damage to any portion of this system, whether owned by the Client or Company, Client agrees to pay Company the reasonable value for the replacement or repair of the Company owned equipment or the installations on the Client's premises. Client agrees that the installation of the Company owned equipment does not create a fixture to Client's premises as that Company Owned System that a Company Owned System does not include maintenance/repair service; if required/requested it is available for an additional monthly charge.

12. **Substitution or Cancellation of this System/Service:** This Agreement may be modified or canceled, without notice at the option of Company, if Company's or Client's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is essential to modify the service, or in the event Company is unable to render service as a result of any action by any governmental agency.

13. **Delinquency and Remedial Charges; Interest Charges:** In the event the payment due hereunder is more than ten (10) days delinquent, Company may impose and collect a delinquency charge of 1.50% per month (18% per annum), or the highest amount under law, whichever is less, of the amount of the delinquency. Client acknowledges and agrees that the delinquent payment or non-payment of the amounts due hereunder may be deemed by the Company to be a material breach of contract on the part of Client, and, as Company's option, in addition to all other legal remedies available, shall cause it to remove further performance under this Agreement, upon the giving of ten (10) days written notice to Client. Company's exercise from performance shall not affect its right to recover all amounts owing pursuant to this Agreement including damages from Client or to recover Company owned equipment from Client's premises. If the system is deactivated because of Client's past due balance, and if Client desires to have system reactivated, Client agrees to pay in advance to Company a reactivation charge to be fixed by Company in reasonable amount.

14. **Client is Deemed to be Assignor of Client's Premises:** Client acknowledges that the sale or transfer of Client's premises shall not relieve Client of his duties and obligations under this Agreement. Client may not assign this Agreement or permit anyone to take subject to this Agreement without written consent of the Company.

15. **Assignment/Contractors of Company:** Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Client and shall have the further right to subcontract any installation and/or services, including monitoring, which is provided by this Agreement and permitted by these paragraphs relating to this Agreement. Client's obligation to Company, including any limitation of liability, limitation of liability, and third party indemnification, shall be to the benefit of and applicable to any assignee and/or subcontractors, and they bind Client with respect to said assignee and/or subcontractors with the same force and effect as they bind Client to Company.

16. **Default by Client:** If the Client fails to make any payment as agreed herein, or becomes insolvent, or makes an assignment for the benefit of creditors, or a petition is filed by or against the Client under the Bankruptcy Act or any insolvency statute, including a petition for reorganization, arrangement or extension, or if any representation, warranty or financial information made or submitted by Client shall be untrue or unperfected in any material respect, or if Client defaults hereunder in any other respect, the entire amount due under this Agreement for the balance of the Agreement period shall become immediately due and payable.

In the case of a Company Owned System, the Client hereby consents, in the event of default or non-renewal of this Agreement, to the Company immediately entering the aforesaid premises or any other premises where the property of said Company may be located for the purpose of removing the equipment belonging to the Company. Upon the expiration of this Agreement or any renewal thereof, or upon the happening of any other contingency set forth herein, the Company may immediately enter said premises and remove the equipment located at its and/or premises of the Company, or permit or authorize any other person to do so, and the Client shall be deemed to have authorized the Company to do so, and the Client shall be deemed to constitute a waiver of any right under the terms of this Agreement, nor shall the Company be liable for any removal damages caused to the premises by installation or removal of its equipment. Client acknowledges and agrees that the equipment of which the system is composed is totally interchangeable with Company's inventory, and therefore the Company has no obligation in place or use said system before using any of its other inventory, nor any obligation to account for or credit Client with the value of use of any such removed equipment. Company shall not be responsible for damages caused to Client's premises by reason of the removal of the system from Client's premises.

17. **Company is Not an Insurer; Limitation of Liability:** It is understood and agreed that Company is not an insurer, that insurance, if any, shall be obtained by Client; that the payments provided for herein are based on the value of the service as set forth herein and are unrelated to the value of the Client's property or the property of others located on the Client's premises; that Company makes no guarantee or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrence or the consequences therefrom which the system or service is designed to detect or avert. Client acknowledges that it is impractical and extremely difficult for it to ascertain the actual damages, if any, which may be incurred by the Client as a result of a failure to perform any of the obligations herein, including, but not limited to, installation, service, maintenance or monitoring or the failure of the system to properly operate with resulting loss to Client because of, among other things: (a) The uncertain amount of value of the Client's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrence which the system or service is designed to detect or avert; (b) The uncertainty of the response time of any police or fire departments should the police or fire departments be dispatched as a result of a signal being received or an audible device sounding; (c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by its equipment to properly operate; (d) The nature of the service to be performed by Company.

Client understands and agrees that if Company should be found liable for personal injury or property loss or damage, that no failure of Company to perform any of Company's obligations herein, including, but not limited to, installation, maintenance, monitoring, service or the failure or malfunction of the system or equipment in any respect whatsoever, Company's liability shall be limited to a sum equal to the total of an (a) monthly payment or Two Hundred Fifty (\$250) Dollars, whichever is lesser, and this liability shall be exclusive and the Section shall apply if loss or damage is the result of an act, result directly or indirectly to personal or property loss or non-performance of any obligation imposed by this contract or from negligence, active or otherwise of Company, its agents, servants, assigns or employees.

18. **Third Party Indemnification:** In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether those claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinbefore set forth shall not extend to losses, damages and liability resulting in injury or death to third persons or injury to property of third person, which losses, damages and liability occur while any fire or Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

19. **Hazardous Activities:** You have the affirmative duty to inform us, prior to beginning installation, of every location at the premises where we should not because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, we will determine where to drill holes and place equipment. We will make reasonable precautions to avoid concealed obstructions, but have no means of determining with certainty if they exist. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material.

20. **Client's Purchase Order:** Client acknowledges that if there is any conflict between the Agreement and Client's purchase order or any other document, the Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

21. **Attorney's Fees:** In the event it shall become necessary for Company to institute legal proceedings to collect the cost of installation or the monthly service charge as set forth herein, then in such proceeding the unsuccessful party shall pay to the successful party reasonable attorney's fees when permitted by law.

22. **Entire Period:** In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

23. **Notices:** All notices to be given hereunder shall be in writing and may be served, either personally or by mail, postage prepaid.

24. **Gender:** Whenever the context requires in this Agreement, the masculine gender herein used shall include the feminine and the singular shall include the plural.

25. **Paragraph Headings:** The paragraph titles used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

26. **Entire Agreement:** Client warrants and represents that the Client is not under any enforceable agreement with any other party concerning systems of any kind and description installed at the premises and furthermore Client agrees to indemnify and save harmless Company against all claims, expenses or other costs, including any and all damages, which may now and hereinafter be incurred by or arising out of any agreement that Client may have entered into with any party concerning any such systems of every kind and description. Client will pay all bills, including reasonable attorney's fees, for the defense of such claims or suits and reasonable attorney's fees incurred in the enforcement of this indemnity provision.

27. **Entire Integrated Agreement; Modification; Alteration; Waiver:** This writing is intended by the parties as a complete and exclusive expression of their Agreement and as a complete and exclusive statement of the terms thereof. This signed Agreement supersedes all prior representations, understandings or agreements of the parties both written and verbal and the parties rely upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. Any modifications or alterations to the standard terms and conditions contained herein must be initiated and acknowledged by both parties.



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 23RD day of OCTOBER, 2013, between ASG Security (Company) and HIDALGO COUNTY WIC CLINIC ("Client"), located at:

HIDALGO PUBLIC HEALTH 702 E TEJANO HIDALGO, TX

SCOPE OF WORK / SERVICES TO BE PROVIDED:

Amendment to "18. Third Party Indemnification"

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, to the extent provided for under the Constitution and the Laws of the State of Texas, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damage and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

ASG SECURITY (Alarm Security Group LLC)	Accepted by:
_____ Sales Representative (Print/Signature)	_____ Client's Authorized Signature
_____ Company Authorized Signature	_____ Date
_____ Title	_____ Client's Name
_____ Date	_____ Printed Name
	_____ Business Telephone
	_____ Date

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

Zimbra

evangelina.garcia@co.hidalgo.tx.us

RE: Review Of ASG Agreement-Precinct One

From : Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Thu, Oct 10, 2013 11:04 AM

Subject : RE: Review Of ASG Agreement-Precinct One  2 attachments

To : 'Evangelina Garcia'
<evangelina.garcia@co.hidalgo.tx.us>

Reply To : victor garza <victor.garza@da.co.hidalgo.tx.us>

Ms. Garcia,

Please see attached revised Service Agreement, with the proposed amendment to the indemnification paragraph denoted on page 3. So long as the revised amendment on page 3 is attached to every agreement with ASG, each agreement will be approved as to form.

Victor M. Garza
Assistant District Attorney
County Affairs Section
Office of the District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

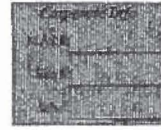
The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO victor.garza@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**



COMMERCIAL PURCHASE, LEASE AND SERVICES AGREEMENT

Local ASG Office
314 Ash Street
McAllen, Texas 78501

Customer Billing Information
HIDALGO COUNTY LOCATIONS



THIS AGREEMENT made this 23RD day of OCTOBER 2013, by and between Alarm Security Group LLC (ASG Security), hereinafter called the "Company" and HIDALGO COUNTY WIC CLINIC, hereinafter called the "Client", at (site address) DONNA PUBLIC HEALTH CENTER 301 S 8TH STREET -- DONNA, TX

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 [X] Monthly Services

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

- [X] Burglar Alarm Monitoring \$20.57
[] Panic/Hold-Up Monitoring
[] Fire Alarm Monitoring
[] Sprinkler Alarm Monitoring
[] Elevator Monitoring
[] ASG Connect
[] ASG Video
[] ASG Managed Access
[] Cellular/Radio Service
[] DetaLink
[] Burglar Alarm Maintenance
[] Fire Alarm Maintenance
[] Access Control Maintenance
[] Video Surveillance System Maint.
[] Opening/Closing Log Only
[] Opening/Closing w/Schedules
[] O/C Reports Monthly
[] Fire Alarm Maint. (inc. Test&Ins)
[] Sprinkler Alarm Maintenance
[] Sprinkler Test & Inspect
[] Fire Alarm Insp
[] FA Sens Test
[] 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 \$ Dollars plus applicable taxes. The terms of payment are as follows: Deposit \$ upon Equipment Delivery \$ upon 100% completion \$ In the event of changes in cost of the System if requested 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) 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 \$ 20.57 Service/Monitoring Fee plus tax (if applicable) per month, payable [X] 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 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) 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).

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: AMENDMENT TO AGREEMENT
ASG SECURITY (Alarm Security Group LLC)
Sales Representative (Print/Signature)
Company Authorized Signature
Title
Date
Accepted by:
Client's Authorized Signature
Client's Name
Printed Name
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.

ALI: 13-1577
AR: E-34 20130041
CA: 7251
DC: BC3901543
DE: 02-71;
FL: E013000420
GA: LVA202885
LA: F1899;
MA: 1606C;
MD: 107-714
NC: NCASLB;
NE: 343800000500;
NM: 97398
NV: 120003099980
OH: 33 89 1670
OK: 1035;
OR: 93207714
PA: PA002390
RI: 453;
SC: BAC-13113
TX: B11180;
UT: 8342317-4301
VA: 11 3663;
WV: WV013375
Other Licenses:
In the State of Texas, Company is licensed and regulated by the Texas Department of Public Safety, Private Security Bureau.
In the State of North Carolina, Company is licensed and regulated by the Alarm System Licensing Board.

THIS IS A CONTRACT - READ ALL PAGES CAREFULLY

4. **Change to the System; Cost of Repairs; Additional Protection; Risk of Loss:** The cost of any additions, changes and variations in the system, as herein contracted for or as originally installed, made at the request of or made necessary or required by the Client, or which may be demanded by any governmental agency or insurance interest or inspection and rating bureau, are to be paid by Client. 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. All risk of loss or damage to the system shall be borne exclusively by Client whom obligations hereunder shall not be diminished by any such loss or damage.

5. **Permit in Domestic System:** Client acknowledges that in some local areas it is a requirement to obtain a permit or license to operate a system (fire alarm, fire alarm control, CCTV). Client agrees to obtain any permit that might be required, and the Client acknowledges that the cost of the permit shall be the responsibility of the Client. Client agrees to obtain any permit or license that might be required, and the Client acknowledges that the cost of the permit or license shall be the responsibility of the Client. Client agrees to obtain any permit or license that might be required, and the Client acknowledges that the cost of the permit or license shall be the responsibility of the Client. Client agrees to obtain any permit or license that might be required, and the Client acknowledges that the cost of the permit or license shall be the responsibility of the Client.

6. **Installation of System; Delay of Installation; Interruption of Service:** Client authorizes and empowers Company to install or cause to be installed the protective system summarized on the Schedule of Protection. Client agrees that the work of installation shall be performed on weekdays only between the hours of 9:00 a.m. and 5:00 p.m. unless the Client directs otherwise, in which case, the Client hereby agrees to pay Company any resulting increased cost for installation. Should Company be forced to subcontract any portion of the installation due to any trade union jurisdiction dispute, the additional cost caused by such subcontracting shall be paid by the Client. Client authorizes use of electrical outlets required and necessary current through his meters, at his expense. Client shall, at his own expense, make any necessary repairs or changes to Client's premises, as requested by Company, and access to all needed areas, to facilitate the installation and operation of the system. Any error or omission in the construction or installation of the system may be called to the attention of the Company, in writing, within thirty (30) days after completion of installation. Otherwise, the installation shall be deemed totally satisfactory in and accepted by Client. Company assumes no liability for delay in installation of the equipment, or for interruption of service due to strikes, riots, flood, storms, earthquakes, fire, power failures, inaccessibility, interruption or unavailability of telephone service to Client while installation of service due to any such cause may continue.

7. **Service Inspections; Cost of Repairs:** Client authorizes and empowers Company to maintain and service the aforesaid system to make any necessary inspections, tests and repairs as required. In the case of fire alarm protection, Client will notify Company in writing of any change in its fire rating bureau or agency. If maintenance service has been contracted for, repairs necessitated by ordinary wear and tear shall be at Company's expense excluding battery changes, damages caused by the Client or third party, or damages caused by Acts of God (lightning, power surges, water damage or similar non-equipment failure), which shall be separately billed, and shall be performed as soon as reasonably possible after receipt of notice by Company from Client. Client shall be responsible for testing system monthly and informing company of any needed repairs. If time and material service has been requested, any necessary repairs shall be charged to Client at the Company's then prevailing labor and material rates. All necessary inspections, tests, or services called which may be required on the part of the Company shall be performed between the hours of 9:00 am and 5:00 pm on normal business days. Client acknowledges the Company's obligation hereunder relates solely to the maintenance or repair of the specified system and that Company is in no way obligated to insure the operation of the system or to maintain or service Client's property or the property of others to which Company's system is associated. Client is responsible for paying all local, municipal and governmental false alarm fines. Trip charges may be applicable for both maintenance and non-maintenance calls.

8. **Limited Warranty (System Purchase):** Company warrants the System to be delivered hereunder to be free from defects in material and/or workmanship for a period of ninety (90) days from the date of original installation. Upon expiration of such warranty period, or in the event such goods are subjected to misuse, negligence, alteration, in proper repair, or are operated contrary to printed instructions, all warranty and liability of Company shall immediately cease. If within the period of such warranty, the Client promptly notifies the Company of any claimed defect and it appears to Company that such part or parts are defective, Company will at its option repair such defective part or parts or replace the same with like or similar part or parts. The Company shall be responsible for all labor charges relating to installation of any replacement part or removal of a defective part. If it is expressly understood that the replacement of such defective part or parts by Company shall constitute the sole remedy of Client and the sole liability of Company, whether on warranty, contract, or negligence, and that Company shall not be liable for any other expense, injury, loss or damage, whether or consequential.

No representation or warranty has any authority to waive, alter, vary, or add to the terms hereof without prior approval in writing accepted by an authorized representative of Company. All implied warranties including implied warranties of merchantability or fitness for a particular purpose, shall not extend in duration the term of this limited warranty.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

9. **Response to Alarm Signals; Telephone Line Requirements and System Testings:**

(a) **Central Station Alarm:** If Company has installed a central station alarm, Client or its designee, shall, without warranty, make every reasonable effort to do the following: (1) Upon receipt of a burglar alarm signal, transmit the alarm to headquarters of the local police authority and notify the Client or his designated representative by calling the telephone number supplied to Company in writing by Client; (2) Upon receipt of holdup alarm signal, transmit the alarm to headquarters of the local police authority; (3) Upon receipt of manual, fire, water flow, smoke or automatic fire alarm signal, transmit the alarm to local fire authority and notify Client or his designated representative by calling the telephone number supplied to Company in writing by Client; (4) Upon receipt of a monitoring signal, notify Client or his designated representative by calling the telephone number supplied to Company in writing by Client; (5) Upon receipt of an audio signal indicating an unauthorized entry into Client's premises, Company's operator will make every reasonable effort to identify the sound, when warranted transmit notice of said signal to the local police authority and notify the Client or his designated representative by calling the telephone number supplied in writing by Client. In some cases the order or sequence or number of calls made to the Client or Client's designee may be subject to the requirements of local or state jurisdictions governing the Client's site, or the Company.

(b) **Police and Fire Department Connected Alarm:** Client acknowledges that if the signals transmitted from Client's premises will be transmitted to municipal police and/or fire departments or other locations, that the personnel of such municipal police and/or fire departments or other locations that are not agents of Company, the Company shall not assume any responsibility for the manner in which signals are monitored or the response, if any to such signals.

(c) **Standard Telephone Line/Signal Disruption:** Client acknowledges that if the system is designed to operate over a standard "Analog" (POTS) telephone line, and in the event the Client's telephone service is out of order, disconnected, transferred to any form of VoIP or other digital, fiber optics or other "non-standard" telephone service or in any other way interrupted, signals from the Client's system may not be received by the Company, and this interruption will not be known by the Company, who shall not be responsible for failure to receive such signals. Client bears responsibility for providing a standard Analog phone line in working order and to notify the Company in the event of transferring phone service to any other non-standard Analog service. Client acknowledges that if a non-standard Analog phone service is established thereby requiring additional monitoring equipment and enhanced communication services, additional installation and monthly monitoring charges will apply to increase to modify the Client's system.

(d) **Signal Interferer:** It is recommended that the Client sign the operation of their system which includes transmitting a test signal to the central station at a minimum of every thirty (30) days. Failure to do so could result in the Company being unaware of a phone line interruption which could result in alarm signals not being received at the central station. This monthly test is not a substitute for a specifically designed phone line backup system, but is recommended ensuring a long-term phone line backup system or system malfunctions do not occur.

(e) **Cellular/Radio/GSM/Wireless Signal Transmitters:** Client acknowledges that if Wireless Signal Transmitter is utilized as the primary, secondary or exclusive signal transmission, and the Cellular/Radio service is in anyway disrupted, no signal transmission will be received from the Client's site. Additionally, unless "Opening/Closing" services are selected by the Client, the Client's system is designed to only transmit signals in the event of an emergency (alarm) event. Without the enabling of Opening/Closing services, neither the Company nor the Client can validate if the Client's system is in the armed (on) state. The Company shall not be responsible for the failure to receive an emergency (alarm) signal events from the Client's site address.

10. **Increase in Monthly Charges:** Company shall have the right, at any time, to apply a monthly administrative billing fee (for non auto-payment Clients) and/or increase the monthly charges provided herein to reflect increases in federal, state and local taxes, utility charges including telephone company line charges, and municipal fees and charges, which hereinafter are imposed on Company and which relate to the services provided under this Agreement; and Client agrees to pay such increased monthly charges.

11. In addition, to the increase set forth above, but no more than ten times during any twelve month period, Company shall also have the right to increase the monthly charges called for during the term of this agreement by a percentage equal to 1.5 times the percentage increase in the Department of Labor Consumer Price Index, (all items), since the effective date of this Agreement or since the date of the last such increase pursuant to this sub-paragraph (9.1), whichever date is later; and Client agrees to pay such increased monthly charges.

12. As an alternative to sub-paragraph (9.1), but not more than once during any twelve month period, the Company shall have the option to increase the monthly charges provided herein by a percentage not to exceed 20% per year since the date of the last such increase pursuant to this paragraph (9.2). Said 20% per year increase shall be in lieu of all other increases in such year (excluding an administration fee) provided for in sub-paragraph (9.1). If Client objects to writing within thirty (30) days from the effective date of the increase being imposed pursuant to this sub-paragraph (9.2), the Company shall have forty-five (45) days to respond following receipt of such written objection. If Company fails to respond to the Client within forty-five (45) days from the Client's written objection, the increase pursuant to this sub-paragraph (9.2) shall be rescinded. If the Client refuses to accept the imposed increase, the Company may choose to reduce the increase in accordance with sub-paragraph (9.1), which Client agrees to pay. Client's failure to object in writing within the said thirty (30) days from the increase pursuant to this sub-paragraph (9.2) shall constitute the Client's acceptance of the increase.

13. **Unattended Premises; Opening and Closing Schedules:** Client agrees to furnish, periodically a written list of the name, title, residence and cellular telephone number of all persons authorized to arrange an unattended event and/or authorized to make or remain on the premises of Client during the regularly scheduled closed period, and/or notified in the event of an alarm. Client agrees to keep such list current. If Opening and Closing Schedules are included in the Client's service, the Client shall furnish the Company with a written daily/weekly and holiday Opening and Closing Schedule. All changes, revisions and modifications to the above shall be supplied to Company in writing. Failure by the Client to provide the Company with Opening and Closing Schedules shall remove the Client from this service and the only obligations of the Company shall be a refund of the specific charges for this service for up to six (6) months.

14. **Title in Equipment; Removal of System (Company Owned System):** Client acknowledges and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed herein, including but not limited to transmitters, detection services, but boxes and controls shall at all times remain the sole property of Company. Upon the expiration of this Agreement or upon any default as herein set forth, Company is authorized to enter upon premises of Client and to remove all of the Company owned equipment. Removal of Company owned equipment shall be without prejudice to the collection of any and all sums due under the entire contract or extension or renewals thereof. Client shall, in such event, return the said Company owned equipment in good working order and in good condition, free of any liens, claims, charges, taxes and other obligations. If the Client requests that the Company remove the equipment, the Client acknowledges there will be a charge applied (equipment charge) equal to the current market value for all major components, and the Client agrees to these charges.

Upon completion of the installation, title to all of the non-recoverable equipment, materials, supplies including but not limited to, wire, cable, foil, conduit, screens and the labor for the installation of the system shall vest in the Client. Notwithstanding the foregoing, during the term of this Agreement, Client will not damage, encumber, tamper with or dispose of any portion of this system, or permit the system to be damaged, encumbered, taken from the premises, tampered with or repaired by anyone who is not an authorized agent of Company. In the event of loss or damage to any portion of this system, whether caused by the Client or Company, Client agrees to pay Company the reasonable value for the replacement or repair of the Company owned equipment or the installation on the Client's premises. Client agrees that the installation of the Company owned equipment does not create a fixture in the Client's premises as to that equipment. The Client acknowledges that a Company Owned System does not include maintenance and repair charges.

15. **Suspension or Cancellation of the System/Service:** This Agreement may be suspended or canceled, without notice at the option of Company, if Company's or Client's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event Company is unable to render service as a result of any action by any governmental agency.

16. **Delinquency & Renewal Charges; Interest Charges:** In the event the payment hereunder is more than ten (10) days delinquent, Company may impose and collect a delinquency charge of 1.50% per month (18% per annum), or the highest amount of law, whichever is less, of the amount of the delinquency. Client acknowledges and agrees that the delinquent payment or nonpayment of the amounts due hereunder may be deemed by the Company to be a material breach of contract on the part of Client, and, at Company's option, in addition to all other legal remedies available, shall constitute a forfeiture of the equipment and services provided under this Agreement, upon the giving of ten (10) days written notice to Client. Client's excuse from performance shall not affect its right to recover all amounts owing pursuant to this Agreement including damages from Client or to recover Company owned equipment from Client's premises. If the system is deactivated because of Client's past due balance, and if Client desires to have its system reactivated, Client agrees to pay in advance to Company a reconnection charge to be fixed by Client's reasonable amount.

17. **Change in Ownership of Client's Premises:** Client acknowledges that the sale or transfer of Client's premises shall not relieve Client of his duties and obligations under this Agreement. Client may not assign this Agreement or permit anyone to take subject to this Agreement without written consent of the Company.

18. **Assignment/Subcontracting of Company:** Company shall have the right to assign this Agreement to any other person, firm or corporation, without notice to Client and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to Company's disclaimer of warranty, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors, and they bind Client with respect to said assignees and/or subcontractors with the same force and effect as they bind Client to Company.

19. **Default by Client:** If the Client fails to make any payment as agreed herein, or becomes involved, or makes an assignment for the benefit of creditors, or a petition is filed by or against the Client under the Bankruptcy Act or any amendment thereto, including a petition for reorganization, an assignment or extension, or if any representation, warranty or financial information made or submitted by Client shall be untrue or unperfected in any material respect, or if Client defaults hereunder in any other respect, the entire amount due under this Agreement for the balance of the Agreement period shall become immediately due and payable.

In the case of a Company Owned System, the Client hereby warrants, in the event of default or non-payment of this Agreement, to the Company in immediately vacating the aforesaid premises or any other premises where the property of said Company may be located for the purpose of returning the same to the Company. Upon the expiration of this Agreement, or upon any non-payment or default by the Client, the Company may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to person or property arising out of such entry or taking of possession. Removal of the equipment by the Company shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall the Company be liable for any actual damage caused to the premises by installation or removal of its equipment. Client acknowledges and agrees that the equipment of which the system is composed is totally interchangeable with Company's inventory, and therefore the Company has no obligation to place or use said equipment in any other system before using any of its other inventory, nor any obligation to account for or credit Client with the value of use of any such removed equipment. Company shall not be responsible for damages caused to Client's premises by reason of the removal of the system from Client's premises.

20. **Company's Limitation of Liability:** It is understood and agreed that Company is not an insurer, that insurance, if any, shall be obtained by Client; that the payments provided for herein are based on the value of the service as set forth herein and are unrelated to the value of the Client's property or the property of others located on the Client's premises; that Company makes no warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences therefrom which the system or service is designed to detect or avert. Client acknowledges that it is impractical to fix the actual damages, if any, which may result from a failure to perform any of the obligations herein, including, but not limited to installation, service, maintenance or monitoring of the failure of the system to properly operate with resulting loss to Client because of, among other things: (a) The uncertain amount of or value of the Client's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert; (b) The uncertainty of the response time of any police or fire departments should the police or fire departments be dispatched as a result of a signal being received or an audible device sounding; (c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by its equipment to properly operate; (d) The nature of the service to be performed by Company. Client understands and agrees that if Company should be found liable for personal injury or property loss or damage from failure of Company to perform any of Company's obligations herein, including, but not limited to, installation, maintenance, monitoring, service or the failure or malfunction of the system or equipment in any respect whatsoever, Company's liability shall be limited to a sum equal to six (6) monthly payments or Two Hundred Fifty (\$250.00) Dollars, whichever is lesser, and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, result directly or indirectly to persons or property from performance or nonperformance of any obligation imposed by this contract or from negligence, active or otherwise of Company, its agents, servants, assigns or employees.

21. **Third Party Indemnification:** In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or products liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims to hereinafter set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third person, which losses, damages and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

22. **Hazards; Abatement:** You have the affirmative duty to inform us, prior to beginning installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, we will determine where to drill holes and place equipment. We will take reasonable precautions to avoid concealed obstructions, but have no means of determining with certainty if they exist. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of our work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material.

23. **Client's Purchase Order:** Client acknowledges that if there is any conflict between the Agreement and Client's purchase order or any other document, the Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

24. **Attorney's Fees:** In the event it shall become necessary for Company to institute legal proceedings to collect the cost of installation or the monthly service charge as set forth herein, then in such proceeding the unsuccessful party shall pay to the successful party reasonable attorney's fees where permitted by law.

25. **Invalid Provisions:** In the event any of the terms or provisions of this Agreement shall be declared to be invalid or unenforceable, all of the remaining terms and provisions shall remain in full force and effect.

26. **Notice:** All notices to be given hereunder shall be in writing and may be served, either personally or by mail, postage prepaid.

27. **Gender:** Wherever the contract requires in this Agreement, the masculine gender herein used shall include the feminine and the singular shall include the plural.

28. **Paraphrase Hereafter:** The paragraph titles used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

29. **Entire Agreement:** Client warrants and represents that the Client is not under any other agreement with any other party concerning systems of any kind and description installed at the premises and furthermore Client agrees to indemnify and save harmless Company against all claims, demands, suits, expenses and damages by judgment or otherwise, which may now and hereafter be incurred as a result of or arising out of any agreement that Client may have entered into with any party concerning any such systems of every kind and description. Client will pay all sums, including reasonable attorney's fees, for the defense of such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnity provision.

30. **Entire Written Agreement; Modification; Alteration; Waiver:** This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This signed Agreement supersedes all prior representations, understandings or agreements of the parties both written and verbal and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. Any modifications or alterations to the standard terms and conditions contained herein must be initiated and acknowledged by both parties.



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 23RD day of OCTOBER, 2013, between ASG Security (Company) and HIDALGO COUNTY WIC CLINIC ("Client"), located at:

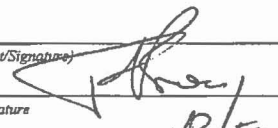
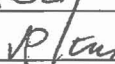
DONNA PUBLIC HEALTH CENTER 301 S 8TH STREET - DONNA, TX

SCOPE OF WORK / SERVICES TO BE PROVIDED:

Amendment to "18. Third Party Indemnification"

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, to the extent provided for under the Constitution and the Laws of the State of Texas, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damage and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

ASG SECURITY <small>(Alarm Security Group LLC)</small>	Accepted by:
Sales Representative (Print/Signature) _____  Company Authorized Signature _____  Title _____ Date _____	Client's Authorized Signature _____ Date _____ HIDALGO COUNTY WIC CLINIC Client's Name _____ Printed Name _____ Title _____ Business Telephone _____ Date _____

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

Zimbra

evangelina.garcia@co.hidalgo.tx.us

RE: Review Of ASG Agreement-Precinct One

From : Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Thu, Oct 10, 2013 11:04 AM

Subject : RE: Review Of ASG Agreement-Precinct One  2 attachments

To : 'Evangelina Garcia'
<evangelina.garcia@co.hidalgo.tx.us>

Reply To : victor garza <victor.garza@da.co.hidalgo.tx.us>

Ms. Garcia,

Please see attached revised Service Agreement, with the proposed amendment to the indemnification paragraph denoted on page 3. So long as the revised amendment on page 3 is attached to every agreement with ASG, each agreement will be approved as to form.

Victor M. Garza
Assistant District Attorney
County Affairs Section
Office of the District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

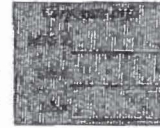
The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO victor.garza@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**

COMMERCIAL PURCHASE, LEASE AND SERVICES AGREEMENT



Local ASG Office
314 Ash Street
McAllen, Texas 78501

Customer Billing Information
HIDALGO COUNTY LOCATIONS



THIS AGREEMENT made this 23RD day of OCTOBER 2013, by and between Alarm Security Group LLC (ASG Security), hereinafter called the "Company" and HIDALGO COUNTY WIC CLINIC, hereinafter called the "Client", at (site address) WESLACO WIC CLINIC 417 S OREGON AVE WESLACO, TX

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)

- Burglar Alarm Monitoring** \$20.90
- Panic/Hold-Up Monitoring
- Fire Alarm Monitoring
- Sprinkler Alarm Monitoring
- Elevator Monitoring
- ASG Connect
- ASG Video
- ASG Managed Access
- Cellular/Radio Service
- DataLink
- Burglar Alarm Maintenance
- Fire Alarm Maintenance
- Access Control Maintenance
- Video Surveillance System Maint.
- Opening/Closing Log Only
- Opening/Closing w/Schedules
- O/C Reports Monthly
- Fire Alarm Maint. (inc. Test&Ins)
- Sprinkler Alarm Maintenance
- Sprinkler Test & Inspect
- Fire Alarm Insp
- FA Sens Test
- 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 \$ _____ Dollars plus applicable taxes. The terms of payment are as follows: Deposit \$ _____; upon Equipment Delivery \$ _____; upon 100% completion \$ _____. In the event of changes in cost of the System if requested 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) 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 \$ 20.90 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 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) 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).

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: AMENDMENT TO AGREEMENT

ASG SECURITY (Alarm Security Group LLC)		Accepted by:	
Sales Representative (Print/Signature)		Client's Authorized Signature	Date
Company Authorized Signature		HIDALGO COUNTY WIC CLINIC	
Title		Client's Name	
Date		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.

AL: 13-1577 FL: E019000410 NC: NCALB: 1861-CRA-30613-SP-LV DG: 1836, T&T Security-1883 TX: B11180, ACB-2342, BCR-1767, HCR-410, San Angelo Security-B17807
 AR: E-M 20110041 GA: LVA30586 NJ: 148EP0000050; 661309 DR: PSE27714 UT: 630217-6501
 CA: 7261 LA: F1899, USA Fire & Burglar-F1738 NV: 373983 PA: PA062390 VA: 11-1601; 1763 092315A
 DC: EC2901543 MA: 1606C; SS CO 000956 NY: 1200309980 RI: 4830,79C-1848 WI: WVD43375
 DE: 01-71; PAL-0221, PAL-0286, MD: 107-714 OH: 53 89 1070 SC: SAC-3113 Other Licenses In _____

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: 5185 North Lamar Blvd., Austin, TX 78753-4222, 513-434-7118.
 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 248, Raleigh, NC 27612 919-788-3328.

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 23RD day of OCTOBER, 2013, between ASG Security (Company) and HIDALGO COUNTY WIC CLINIC ("Client"), located at:

WESLACO WIC CLINIC 417 S OREGON AVE. WESLACO, TX

SCOPE OF WORK / SERVICES TO BE PROVIDED:

Amendment to "18. Third Party Indemnification"

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, to the extent provided for under the Constitution and the Laws of the State of Texas, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damage and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

ASG SECURITY <small>(Alarm Security Group LLC)</small>	Accepted by:	
_____ <i>Sales Representative (Print/Signature)</i>	_____ <i>Client's Authorized Signature</i>	_____ <i>Date</i>
_____ <i>Company Authorized Signature</i>	HIDALGO COUNTY WIC CLINIC	
_____ <i>Title</i>	_____ <i>Client's Name</i>	
_____ <i>Date</i>	_____ <i>Printed Name</i>	_____ <i>Title</i>
	_____ <i>Business Telephone</i>	_____ <i>Date</i>

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

Zimbra

evangelina.garcia@co.hidalgo.tx.us

RE: Review Of ASG Agreement-Precinct One

From : Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Thu, Oct 10, 2013 11:04 AM

Subject : RE: Review Of ASG Agreement-Precinct One  2 attachments

To : 'Evangelina Garcia'
<evangelina.garcia@co.hidalgo.tx.us>

Reply To : victor garza <victor.garza@da.co.hidalgo.tx.us>

Ms. Garcia,

Please see attached revised Service Agreement, with the proposed amendment to the indemnification paragraph denoted on page 3. So long as the revised amendment on page 3 is attached to every agreement with ASG, each agreement will be approved as to form.

Victor M. Garza
Assistant District Attorney
County Affairs Section
Office of the District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO victor.garza@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**



COMMERCIAL PURCHASE, LEASE AND SERVICES AGREEMENT

Local ASG Office
314 Ash Street
McAllen, Texas 78501

Customer Billing Information
HIDALGO COUNTY LOCATIONS

THIS AGREEMENT made this 23RD day of OCTOBER 2013, by and between Alarm Security Group LLC (ASG Security), hereinafter called the "Company" and HIDALGO COUNTY WIC CLINIC hereinafter called the "Client", at (site address) PROGRESO WIC CLINIC 510 N FM 1015 PROGRESO, TX

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 [X] Monthly Services

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

- [X] Burglar Alarm Monitoring \$25.75
[] Panic/Hold-Up Monitoring
[] Fire Alarm Monitoring
[] Sprinkler Alarm Monitoring
[] Elevator Monitoring
[] ASG Connect
[] ASG Video
[] ASG Managed Access
[] Cellular/Radio Service
[] DataLink
[] Burglar Alarm Maintenance
[] Fire Alarm Maintenance
[] Access Control Maintenance
[] Video Surveillance System Maint.
[] Opening/Closing System Only
[] Opening/Closing w/Schedules
[] O/C Reports Monthly
[] Fire Alarm Maint. (inc. Test&Ins)
[] Sprinkler Alarm Maintenance
[] Sprinkler Test & Inspect
[] Fire Alarm Insp
[] FA Sens Test
[] 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 \$ Dollars plus applicable taxes. The terms of payment are as follows: Deposit \$; upon Equipment Delivery \$; upon 100% completion \$. 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) 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 \$ 25.75 Service/Monitoring Fee plus tax (if applicable) per month, payable [X] 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 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) 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).

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: AMENDMENT TO AGREEMENT
ASG SECURITY (Alarm Security Group LLC)
Sales Representative (Print/Signature)
Company Authorized Signature
Title
Date
Accepted by:
Client's Authorized Signature
Client's Name
Printed Name
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.

AL: 13-1577 FL: ECI130003D NC: MCALEB-1961-CSA; 20653-SP-LV OK: 1036, TMT Security-1882 TX: B11180; ACR-1242; ECR-1767; HCR-410; San Angelo Security-B17807
AR: E-44 20130041 GA: LVA205886 NJ: 34BP00000500; 661309 OR: PSTD37714 UT: 4502317-4501
CA: 7261 LA: F1899, USA Fire & Burglar-F1733 NM: F13983 PA: FADM2390 VA: 11-34605; 1703 096233A
DC: ECI3001545 MA: 1408C; SS-CO 000986 NH: 4802; IAC-1848 RI: 4802; IAC-1848 WI: NW04375
DE: CD-75; FAL-0221; FAL-0286 MD: 102774 OH: 2189 1020 SC: BAC-13113 Other Licenses:
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: 5262 North Lamar Blvd., Austin, TX 78757-4222, 512-424-7718.
In the State of North Carolina, Company is licensed and regulated by the Alarm Systems Licensing Board. Complaints may be directed to: 4901 Clarendon Ave., Suite 306, Raleigh, NC 27613 919-755-5326.

THIS IS A CONTRACT - READ ALL PAGES CAREFULLY

3. **Change to the System, Cost of Repairs, Additional Protection, Risk of Loss:** The cost of any additional, changes and variations in the system, as herein contracted for or as originally installed, made at the request of or made necessary or required by Client's action, or which may be necessitated by circumstances and events herein, shall be paid by Client. CLIENT HAS CHOSEN THE SYSTEM AND THEREFORE THAT CLIENT HAS CHOSEN THE SYSTEM AND THEREFORE ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT. All risk of loss or damage to the system shall be borne exclusively by Client whose obligations hereunder shall not be diminished by any such loss or damage.

4. **Permit to Operate System:** Client acknowledges that in some local areas it is a requirement to obtain a permit or license to operate a system (intrusion, fire, access control, CCTV). Client agrees to obtain any permit that might be required, and the Client acknowledges that the cost, if any of the permit or license will be that of the Client, along with any additional charges that might be imposed on the Client. Client acknowledges that if a permit or license is not obtained, or the permit or license number is not provided to the Company, no dispatch to an emergency signal may be the result, and/or a fine from the local response agency may apply, which will be at the sole cost to the Client. Client agrees to maintain any permit or license during the term of this Agreement and for any automatic renewals of this Agreement.

5. **Installation of System, Delay of Installation, Inaccessibility of Service:** Client authorizes and empowers Company to install or cause to be installed the protective system summarized on the Schedule of Protection. Client agrees that the work of installation shall be performed on weekdays between the hours of 9:00 a.m. and 5:00 p.m., unless the Client directs otherwise, in which case, the Client hereby agrees to pay Company any resulting increased cost for installation. Should Company be forced to subcontract any portion of the installation due to any trade union jurisdiction dispute, the additional cost caused by such subcontracting shall be paid by the Client. Client authorizes use of electrical outlets required and necessary current through his meters, at his expense. Client shall, at his own expense, make any necessary repairs or changes to Client's premises, as requested by Company, and access to all needed areas, to facilitate the installation and operation of the system. Any error or omission in the construction or installation of the system shall be called to the attention of the Company, in writing, within thirty (30) days after completion of installation. Otherwise, the installation shall be deemed totally satisfactory and accepted by Client. Client's responsibility for delay in installation of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service to Client whose interruption of service due to any such cause may continue.

6. **Service Inspections:** Cost of Repairs: Client authorizes and empowers Company to maintain and service the aforesaid system and make any necessary inspections, tests and repairs as required. In the case of fire alarm protection, Client will notify Company in writing of any change in his fire rating business agency, if maintenance service has been contracted for, repairs ordered by ordinary wear and tear shall be at Company's expense including battery charges, damages caused by the Client or third party, or damages caused by Acts of God (lightning, power surges, water damage or similar non-equipment failure), which shall be separately billed, and shall be performed as soon as reasonably possible after receipt of notice by Company from Client. Client shall be responsible for testing system monthly and informing company of any needed repairs. If time and material service has been requested, any necessary repairs shall be charged to Client at the Company's then prevailing labor and material rates. All necessary inspections, tests, or service calls which may be required on the part of the Company shall be performed between the hours of 9:00 am and 5:00 pm on normal business days. Client acknowledges the Company's obligation to provide services solely to the maintenance or repair of the specified system and that Company is in no way obligated to insure the operation of the system or to maintain or service Client's property or the property of others to which Company's system is connected. Client is responsible for paying all local, municipal and governmental fire alarm fines. Trip charges may be applicable for both maintenance and non-maintenance calls.

7B. **Limited Warranty:** Client warrants the System to be delivered hereunder to be free from defects in material and/or workmanship for a period of ninety (90) days from the date of original installation. Upon expiration of such warranty period, or in the event such goods are subjected to misuse, negligence, alteration, improper repair, or are operated contrary to printed instructions, all warranty and liability of Company shall immediately cease.

If within the period of such warranty, the Client promptly notifies the Company of any claimed defect and it appears to Company that such part or parts are defective, Company will at its option repair such defective part or parts or replace the same with like or similar part or parts. The Company shall be responsible for all transportation and labor charges relating to installation of any replacement part or removal of a defective part.

It is expressly understood that the replacement of such defective part or parts by Company shall constitute the sole remedy of Client and the sole liability of Company, whether on warranty, contract, or negligence, and that Company shall not be liable for any other expense, injury, loss or damage, whether direct, incidental or consequential.

No representative of Company has any authority to waive, alter, vary, or add to the terms hereof without prior approval in writing accepted by an authorized representative of Company. All implied warranties including implied warranties of merchantability or fitness for a particular purpose, shall not exceed in duration the term of this limited warranty.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

8. **Response to Alarm Signals: Telephone List Requirements and System Testing:**

(a) **Central Station Alarm:** If Company has installed a central station alarm, Company or its designee, shall, without warranty, make every reasonable effort to do the following: (1) Upon receipt of a burglar alarm signal, transmit the alarm to headquarters of the local police authority and notify the Client or his designated representative by calling the telephone number supplied to Company in writing by Client; (2) Upon receipt of holding alarm signal, transmit the alarm to headquarters of the local police authority; (3) Upon receipt of manual fire alarm signal, transmit the alarm to local fire authority and notify Client or his designated representative by calling the telephone number supplied to Company in writing by Client; (4) Upon receipt of a monitoring signal, notify Client or his designated representative by calling the telephone number supplied to Company in writing by Client; (5) Upon receipt of an audio signal indicating an unauthorized entry into Client's premises, Company's operator will make every reasonable effort to identify the sound, where transmitted notice of said signal to the local police authority and notify the Client or his designated representative by calling the telephone number supplied in writing by Client. In some cases the order or sequence or number of calls made to the Client or Client's designees may be subject to the requirements of local or state jurisdiction governing the Client's site, or the Company.

(b) **Police and Fire Department Connected Alarm:** Client acknowledges that if the signals transmitted from Client premises will be monitored in municipal police and/or fire departments or other locations, that the personnel of such municipal police and/or fire department or other location that are not agents of Company, the Company shall not assume any responsibility for the manner in which signals are monitored or the response, if any to such signals.

(c) **Standard Analog Telephone Line/Signal Transmission:** Client acknowledges that if the system is designed to operate over a standard "Analog" (POTS) telephone line, and in the event the Client's telephone service is out of order, disconnected, transferred to any form of VoIP or its replacement or if the telephone line is not available for any reason, the Client's system or any portion thereof shall not be affected. Client agrees to pay for any necessary repairs to the telephone line or to the telephone service, which shall not be responsible for failure to receive such signals. Client bears responsibility for providing a standard Analog phone line working order, or to notify the Company in the event of transferring phone service to any other non-standard Analog service. Client acknowledges that if a non-standard Analog phone service is established thereby requiring additional monitoring equipment and enhanced communication service, additional installation and monthly monitoring charges will apply in order to modify the Client's system.

(d) **System Testing:** It is recommended that the Client test the operation of their system which includes transmitting a test signal to the central station at a minimum of every thirty (30) days. Failure to do so could result in the Company being unaware of a phone line interruption which could result in alarm signals not being received at the central station. This monthly test is not a substitute for a specifically designed phone line backup system, but is recommended ensuring a long-term phone line outage or system malfunctions do not occur.

(e) **Cellular/Radio/ISM (Wireless) Signal Transmission:** Client acknowledges that if Wireless Signal Transmission is utilized as the primary, secondary or exclusive signal transmission, and the Cellular/Radio service is in anyway disrupted, no signal transmission will be received at the additional, unless otherwise specified, unless the Client, the Client's system or any portion thereof is not available for any reason, the Client's system or any portion thereof shall not be affected. Client agrees to pay for any necessary repairs to the Cellular/Radio service, which shall not be responsible for failure to receive such signals. Client bears responsibility for providing a standard Cellular/Radio service, which shall not be responsible for failure to receive such signals. Client bears responsibility for providing a standard Cellular/Radio service, which shall not be responsible for failure to receive such signals. Client bears responsibility for providing a standard Cellular/Radio service, which shall not be responsible for failure to receive such signals.

9. **Increases in Monthly Charges:** Company shall have the right, at any time, to apply a monthly administrative billing fee (for non auto-payment Clients) and/or increase the monthly charges provided herein to reflect increases in federal, state and local taxes, utility charges including telephone company line charges, and municipal fees and charges, which hereinafter are imposed on Company and which relate to the services provided under this Agreement; and Client agrees to pay such increased monthly charges.

9.1 In addition, to the increases set forth above, but no more often than once during any twelve month period Company shall also have the right to increase the monthly charges called for during the term of this agreement by a percentage equal to 1.5 times the percentage increase in the Department of Labor Consumer Price Index, (all items), since the effective date of this Agreement or since the date of the last such increase pursuant to this sub-paragraph (9.1), whichever date is later; and Client agrees to pay such increased monthly charges.

9.2 As an alternative to sub-paragraph (9.1), but not more than once during any twelve month period, the Company shall have the option to increase the monthly charges provided herein by a percentage not to exceed 20% per year since the date of the last such increase pursuant to this sub-paragraph (9.2). Client agrees to pay such increased monthly charges.

9.3 Client agrees to pay for any necessary repairs to the telephone line or to the telephone service, which shall not be responsible for failure to receive such signals. Client bears responsibility for providing a standard Analog phone line working order, or to notify the Company in the event of transferring phone service to any other non-standard Analog service. Client acknowledges that if a non-standard Analog phone service is established thereby requiring additional monitoring equipment and enhanced communication service, additional installation and monthly monitoring charges will apply in order to modify the Client's system.

10. **Authorized Personnel, Opening & Closing Schedules:** Client agrees to furnish forthwith a written list of the names, titles, residence and cellular telephone numbers of all persons authorized to arrange an unscheduled alarm and/or authorized to enter or remain on the premises of Client during the regularly scheduled closing period, and/or authorized in the event of an alarm. Client agrees to keep such call list current. If Opening and Closing Schedules are included in the Client's service, the Client shall furnish the Company with a written daily/weekly and holiday Opening and Closing Schedules. All changes, revisions and modifications to the above shall be supplied to Company in writing. Failure by the Client to provide the Company with Opening and Closing Schedules shall remove the Client from the scope of this Agreement and the sole responsibility of the Company shall be to provide the specific charges for this service for the (6) month period.

11. **Title, Equipment, Removal of System (Component, Removal of System):** Client acknowledges and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed herein, including but not limited to transmitters, detection sensors, bell boxes and control shall at all times remain the sole property of Company. Upon the expiration of this Agreement or any renewal hereof, Client is authorized to secure upon premises of Client and to remove all of the Company owned equipment. Removal of Company owned equipment shall be without prejudice to the collection of any and all sums due under the entire contract or extension or renewal thereof. Client shall, in such event, return the said Company owned equipment to Company in good condition, reasonable wear and tear excepted. If the Client requests for the Company owned equipment to remain in place or return to allow the Company to remove the Company owned equipment, the Client acknowledges there will be a charge applied (equipment charge) equal to the current market value for all major components, and the Client agrees to these charges.

Upon completion of the installation, title to all of the non-recoverable equipment, materials, supplies including but not limited to, wire, cable, fall, conduit, screens and labor for the installation of the system shall vest in the Client. Notwithstanding the foregoing, during the term of this Agreement, Company will remain the owner of all equipment used in the installation of the system and shall retain the right to remove, repair, replace, or otherwise dispose of any equipment used in the installation of the system without the consent of the Client. In the event of loss or damage to any portion of this system, whether owned by the Client or Company, the Client shall be responsible for the replacement or repair of the Company owned equipment or the installation on the Client's premises. Client agrees that the installation of the Company owned equipment does not create a fixture to Client's premises as to that equipment. The Client acknowledges that a Company Owned System does not include maintenance/repair service; if required/requested it is available for an additional monthly charge.

12. **Suspension or Cancellation of this System/Service:** This Agreement may be suspended or canceled, without notice at the option of Company, if Company's or Client's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event Company is unable to render service as a result of any action by any governmental agency.

13. **Delinquency & Recovery Charges, Interest Charges:** In the event the payment due hereunder is more than ten (10) days delinquent, Company may impose and collect a delinquency charge of 1.5% per month (18% per annum), or the highest amount under law, whichever is less, of the amount of the delinquency. Client acknowledges and agrees that the delinquency payment or nonpayment of the amounts due hereunder may be deemed by the Company to be a material breach of contract on the part of Client, and, if Company's option is available, in addition to all other legal remedies available, shall reserve the right to further performance under this Agreement, upon the giving of ten (10) days written notice to Client. Client's excuse from performance shall not affect its right to recover all amounts due pursuant to this Agreement including damages from Client or to recover Company owned equipment from Client's premises. If the system is deactivated because of Client's past due balance, and if Client desires to have system reactivated, Client agrees to pay in advance a reconnection charge to be fixed by Company in reasonable amount.

14. **Change in Ownership of Client's Premises:** Client acknowledges that the sale or transfer of Client's premises shall not relieve Client of his duties and obligations under this Agreement. Client may not assign this Agreement or permit anyone to take subject to this Agreement without written consent of the Company.

15. **Assignment/Subcontractance of Company:** Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Client and shall have the further right to subcontract any installation and/or services, including monitoring, which may be performed. Client acknowledges that this Agreement, and particularly those paragraphs relating to Company's disclaimer of warranty, minimum liability, limitation of liability, and third party indemnification, are to the benefit of and applicable to the assignee, and that the Client's consent and subcontractance with the same, shall have no effect as they bind Client to Company.

16. **In Default by Client:** If the Client fails to make any payment as agreed herein, or becomes insolvent, or makes an assignment for the benefit of creditors, or a petition is filed by or against the Client under the Bankruptcy Act or any enactment thereto, including a petition for reorganization, arrangement or extension, or if any representation, warranty or financial information made or submitted by Client shall be untrue or unperfected in any material respect, or if Client defaults hereunder in any other respect, the entire amount due under this Agreement for the balance of the Agreement period shall become immediately due and payable.

In the case of a Company Owned System, the Client hereby consents, in the event of default or non-renewal of this Agreement, to the Company immediately entering the aforesaid premises or any other premises where the property of said Company may be located for the purpose of removing the equipment belonging to the Company. Upon the expiration of this Agreement or any renewal thereof, or upon the happening of any other contingency set forth herein, the Company may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to persons or property arising out of such entry or taking of possession. Removal of the equipment by the Company shall not be considered to constitute a waiver of any of the terms of this Agreement, and the Company shall be liable for any normal damage to the premises caused by the removal of such equipment. Client acknowledges and agrees that the equipment of which the system is composed is totally interchangeable with Company's inventory, and therefore the Company has no obligation to place or use any equipment in place of any other system before using any of its own inventory, nor any obligation to credit Client with the value of use of any such removed equipment. Company shall not be responsible for damages caused to Client's premises by removal of the system from Client's premises.

17. **Company is Not an Insurer, Limitation of Liability:** It is understood and agreed that Company is not an insurer, that insurance, if any, shall be obtained by Client; that the payments provided for herein are based on the value of the service as set forth herein and are unrelated to the value of the Client's property or the property of others located on the Client's premises; that Company makes no warranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will prevent or prevent occurrences or the consequences there from which the system or service is designed to detect or avert. Client acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to installation, service, maintenance or monitoring or the failure of the system to properly perform with retaining loss to Client because of, among other things: (a) The uncertainty amount or value of the Client's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrence which the system or service is designed to detect or avert; (b) The uncertainty of the response time of any police or fire departments should the police or fire departments be dispatched as a result of a signal being received or an audible device sounding; (c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by its equipment to properly operate; (d) The nature of the service to be performed by Company.

Client understands and agrees that if Company should be found liable for personal injury or property loss or damage from failure of Company to perform any of the Company's obligation herein, including, but not limited to, installation, maintenance, monitoring, service or the failure or malfunction of the system or equipment in any respect whatsoever, Company's liability shall be limited to a sum equal to the total of six (6) monthly payments or Two Hundred Fifty (\$250.00) Dollars, whichever is lesser, and this liability shall be exclusive, and that the provisions of this Section shall apply to loss or damage, irrespective of cause or origin, results directly or indirectly to personal or property loss or damage or non-performance or acceptance of any obligation imposed by this contract or from negligence, active or otherwise of Company, its agents, servants, assigns or employees.

18. **Third Party Indemnification:** In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, explicit or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third person, which losses, damages and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

19. **Hazardous Activities:** Client will have the affirmative duty to inform us, prior to beginning installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, we will assume that where we drill holes and place equipment, we will not cause any damage. We will not be responsible for any damage to the premises, but have no control of the installation of the system. If asbestos or other hazardous materials are encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that contamination of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material.

20. **Client's Purchase Order:** Client acknowledges that if there is any conflict between the Agreement and Client's purchase order or any other document, the Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

21. **Attorney's Fees:** In the event it shall become necessary for Company to institute legal proceedings to collect the cost of installation or the monthly service charge as set forth herein, then in such proceeding the unsuccessful party shall pay to the successful party reasonable attorney's fees as permitted by law.

22. **Entire Premises:** In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

23. **Notice:** All notices to be given hereunder shall be in writing and may be served, either personally or by mail, postage prepaid.

24. **Gender:** Wherever the context requires in this Agreement, the masculine gender herein used shall include the feminine and the singular shall include the plural.

25. **Paragraph Headings:** The paragraph titles used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

26. **Prior Agreements:** Client warrants and represents that the Client is not under any enforceable agreement with any other party concerning systems of any kind and description installed at the premises and furthermore Client agrees to indemnify and save harmless Company against all claims, demands, suits, expenses and damages by judgment or otherwise, which may now and hereafter be incurred as a result of or arising out of any agreement that Client may have entered into with any party concerning any such systems of any kind and description. Client will pay all such claims or suits and reasonable attorney's fees incurred by the defense of such claims or suits and reasonable attorney's fees incurred in the enforcement of this indemnity provision.

27. **Entire Integrated Agreement, Modifications, Alterations, Waiver:** This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This signed Agreement supersedes all prior representations, understandings or agreements of the parties both written and verbal and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or its duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. Any modification or alterations to the standard terms and conditions contained herein must be initiated and acknowledged by both parties.



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 23RD day of OCTOBER, 2013, between ASG Security (Company) and HIDALGO COUNTY WIC CLINIC ("Client"), located at:

PROGRESO WIC CLINIC 310 N FM 1015 PROGRESO, TX

SCOPE OF WORK / SERVICES TO BE PROVIDED:

Amendment to "18. Third Party Indemnification"

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, to the extent provided for under the Constitution and the Laws of the State of Texas, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damage and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

ASG SECURITY (Alarm Security Group LLC)

Accepted by:

Sales Representative (Print/Signature)

Client's Authorized Signature Date

Company Authorized Signature

HIDALGO COUNTY WIC CLINIC

Client's Name

Title

Printed Name Title

Date

Business Telephone Date

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

Zimbra

evangelina.garcia@co.hidalgo.tx.us

RE: Review Of ASG Agreement-Precinct One

From : Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Thu, Oct 10, 2013 11:04 AM

Subject : RE: Review Of ASG Agreement-Precinct One  2 attachments

To : 'Evangelina Garcia'
<evangelina.garcia@co.hidalgo.tx.us>

Reply To : victor garza <victor.garza@da.co.hidalgo.tx.us>

Ms. Garcia,

Please see attached revised Service Agreement, with the proposed amendment to the indemnification paragraph denoted on page 3. So long as the revised amendment on page 3 is attached to every agreement with ASG, each agreement will be approved as to form.

Victor M. Garza
Assistant District Attorney
County Affairs Section
Office of the District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

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