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4. **Change of System, Cost of Repair, Additional Protection, Risk of Loss:** The cost of any addition, change and/or variance 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 interest, shall 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 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 (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'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 agency 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 of Installation, Interruption of Services:** 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 such 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 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, to facilitate the installation and operation of the system. Any error or omission in the construction or installation of the system, or the failure of the installation of the Company, in writing, within thirty (30) days after completion of installation. Otherwise, the installation shall be deemed fully 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, floods, storms, antiquities, 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 fireproof system to include any necessary inspections, tests and repairs as required. In the case of fire alarm protection, Client will verify Company in writing of any change in its fire rating, hazard 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. Changes 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 written 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 hereunder to make 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 calls.
8. **Warranty:** 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 an expired contract or agreement, 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.**
9. **Response to Alarm Signals, Telephone Line Requirements and System Features:**
 - (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 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 undisturbed entry into Client's premises, Company's premises, make a visual inspection, when it is deemed necessary, to identify the source, which, without 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, to some cause 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 signal transmitted from Client's premises will be monitored by municipal police and/or fire departments or other law enforcement agencies, that the presence of such municipal police and/or fire departments or other law enforcement agencies at Client's premises shall not be the responsibility of the Company, but rather the responsibility of the Client. If any such signal, it is the Client's responsibility to ensure that the signal is transmitted to the appropriate law enforcement agency.
 - (c) **Standard Telephone Line/Standard Alarm:** Client acknowledges that if the system is designed to operate over a standard Analog (POTS) telephone line, and in the event of 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 Client agrees to pay such increased monthly charges. 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 outages or system malfunctions do not occur.
 - (e) **Cellular/Wireless Signal (Texted) Standard Transmission:** Client acknowledges that if Wireless Signal Transmission is utilized as the primary, secondary or exclusive signal transmission, and the Cellular/Train service is in anyway disrupted, no signal transmission will be received from the Client's site. Availability, unless "Opening/Closing" services are being 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 the Client's system in the event of an alarm. The Company shall not be responsible for the failure to receive an emergency (alarm) signal event from the Client's site address.
 - (f) **Opening/Closing Monthly Charges:** Company shall have the right, at any time, to apply a monthly administrative fee (for non auto-payments) 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 non-equipment fees and charges, which hereunder are imposed on Company and which relate to the services provided under this Agreement, and Client agrees to pay such increased monthly charges.
10. **Increases in the Department of Labor Consumer Price Index, call rates:** In addition to the increases of first charge, 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, call rates, 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.
11. **Alternative to sub-paragraph (9.1):** 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 herein. 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), 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.
12. **Opening/Closing Schedules, Opening and Closing Schedules:** Client agrees to furnish forthwith a written list of the times, days, 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 clock period, under 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 schedule of such Opening and Closing Schedules. All changes, revisions and modifications to the above shall be stipulated in 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 charge for the service for up to six (6) months.
13. **Right to Remove, Repair or Replace System Owned Equipment:** Client acknowledges and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed hereunder, including but not limited to transmitters, detection devices, bell boxes and controls shall all in three remain the sole property of Company. Upon the expiration of this Agreement, or upon termination hereof by either party, 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 extensions or renewals thereof. Client, shall, in such event, return to 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 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 be damaged, endeavor, in whole or in part, 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 maintenance/repair service, if repaired/expected it is available from additional monthly charges.
14. **System or Component of the System Destroyed:** 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.
15. **Delinquent or Rescinded 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 (1.8% 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 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 exercise 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 reconnection charge to be fixed by Company in reasonable amount.
16. **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 file subject to this Agreement without written consent of the Company.
17. **Assignment/Deassignment 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, repair services, including monitoring, which it may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to Company's disclaimer of warranties, assumption of liability, limitation of liability, and third party indemnification, here to the benefit of and not applicable to any assignee or assignees, and they bind Client with respect to said assignees and/or subcontractors with the same force and effect as they bind Client to Company.
18. **Limitation of 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 thereof, including a petition for reorganization, arrangement or extension, or if any reorganization, arrangement or extension is made or submitted by Client shall be unenforceable 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.
19. **Cost of Company Owned System:** The Client hereby consents, in the event of default or non-renewal of this Agreement, to the Company immediately entering the premises and/or 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 upon 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 a forfeiture of any 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 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 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 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 not 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 guarantee, including any implied warranty of merchantability or fitness that the equipment or services supplied will meet or exceed occurrences or the consequences here from which the system or service is designed to protect or prevent. Client acknowledges that it is impractical and extremely difficult to set 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 prevent or minimize loss to Client; however, in any event, the maximum amount of the value of the Client's property or the property of others located on the premises which may be lost, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or prevent. The uncertainty of the response time of any police or fire departments be dispatched as a result of a signal being received or a multiple 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 the 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 six (6) monthly payments or Two Hundred Fifty (\$250.00) Dollars, whichever is lesser, and this contract or these payments or other obligations 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, service, or non-operation of the system, Client shall not be held liable for any such 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, service, or non-operation of the system, Client shall not be held liable for any such 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, service, or non-operation of the system, Client shall not be held liable for any such claim, or file any lawsuit against 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140113590

Purchase Order COUNTY OF HIDALGO

PO# 703374

DATE: 01/17/14

PAGE NO: 1 OF 1

PO TYPE:

VENDOR: 399140

REQ: 00249641

PHONE: (877)227-3274

EMAIL:

SHIP TO: CONSTABLE PCT 1 PL 1

1902 JOE STEPHENS

SUITE 303

WESLACO TX 78596

ALARM SECURITY GROUP LLC

ASG SECURITY

P.O. BOX 650837

DALLAS TX 75265-0837

CONTACT:

SITE: CONSTABLE, PRECINCT 1

SPECIAL INSTRUCTIONS:

VENDOR NOTES

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		Approved on Jan 7, 2014 - agenda item 42434		
12.00	MONTH	OM Fire Monitoring for the new Constable Pct 1 building at 1900 Joe Stephens Weslaco, Texas 78596 for 2014 Jan thru Dec	26.95	323.40
		TOTAL:		323.40
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		***** For Hidalgo County use only		
		4-1100-421-00-291-001-0-413		323.40

Authorized by:

Martha L. Salazar

140113590



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 ("Client"), located at:

1902 Joe Stephens ave, Westaco tx 78155

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 employees.

Location & Services

Site name	Address	City	Burglary Mon	Open Close	Fire Alarm
constables office	1902 Joe Stephens ave.	Westaco			26.95

ASG SECURITY
(Alarm Security Group LLC)

Accepted by:

Sales Representative (Print/Signature)

Compliance Authority Signature

Title

Date

Client Authorized Signature
HIDALGO COUNTY

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.

Approved by Commission on 1-14-14