

**Requisition**

**Req # 00281949**

**PO #**

**Date: 08/05/15**

**Bill To:** x  
x

**Vendor:** 133655

SUPERIOR ALARMS  
P. O. BOX 3097  
MCALLEN TX 78501-8502  
FAX (956) 971-6395

**Ship To:** ELECTIONS

101 S. 10TH AVENUE  
EDINBURG TX 78539

**Contact:** R. DIAZ  
956-318-2570

**Contract No:** BUYBOARD 401-1.2

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	EACH	BUYBOARD 401-12	222.00	222.00
1.00		DO NOT DUPLICATE ORDER		
1.00		XT30CDFCB/DMP PANEL, BOARD ONLY, W/CELL	105.45	105.45
3.00		7060 DMP/KEYPAD, LCD DISPLAY	4.08	12.24
2.00		1085-M GE SURFACE SCREW MOUNT	35.53	71.06
3.00		DS8201 BOSCH 20FTX20FT MIRROR P/R/M/CR	45.60	136.80
1.00		FG-730 DMP GLASSBREAK DETECTOR	7.35	7.35
1.00		335 DMP IN DOOR SIREN	35.84	35.84
1.00		4532-72 GRI ODC W/6FT ARMORED LEAD	14.79	14.79
1.00		MPI-36 GE SIREN/SPEAKER SURFACE	31.81	31.81
1.00		SEL126A24 SECO 24 BOLT STROBE	99.15	99.15
1.00		AL100UL ALTRONIX AL100UL 12VOLT DC AT750	30.06	60.12
2.00		1270AH DSX 12V-BAT 12BOLT 7AMP HOUR	288.80	288.80
1.00		INTGSRVCS SVCS/INTERATION & DESIGN	600.00	600.00
1.00		LABOR		
12.00		12 MONTH MONITORING/UL LISTED MONITORING-WIRELESS	25.00	300.00
		<u>Account No</u>	<u>Encumbrance</u>	
		5-1100-414-00-130-001-0-413	300.00	
		5-1100-414-00-130-001-0-430	600.00	
		5-1100-414-00-130-001-0-610	1,085.41	
		Freight		.00
		Total		1,985.41
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

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



600 Ash Avenue- P.O. Drawer 3097  
 McAllen, TX 78501  
 State Lic. B4881 - Fire Lic. ACR-86318-816  
 Tel. (956) 682-6005 - Fax 213-1179

*We send the police there in a hurry!*

July 14, 2015

**HIDALGO COUNTY ELECTIONS TRAINING FACILITIES**

ATTN: ROSIE  
 317 N. CLOSNER  
 EDINBURG, TX  
 318-2570X5707

**Scope of work:** New installation of Security System at the above address.

QTY	PART #	CATALOG	DESCRIPTION	PRICE	TOTAL
1	XT30CDPCB	DMP	PANEL, BOARD ONLY, W/CELL	\$222.00	\$222.00
1	7060	DMP	KEYPAD, LCD DISPLAY	\$105.45	\$105.45
3	1085-M	GE	SURFACE SCREW MOUNT	\$4.08	\$12.24
2	DS8201	BOSCH	20FTX20FT MIRROR PIR/MICR	\$35.53	\$71.06
3	FG-730	DMP	GLASSBREAK DETECTOR	\$45.60	\$136.80
1	335	DMP	INDOOR SIREN	\$7.35	\$7.35
1	4532-72	GRI	ODC W/6FT ARMORED LEAD	\$35.84	\$35.84
1	MPI-36	GE	SIREN/SPEAKER SURFACE	\$14.79	\$14.79
1	SEL126A24	SECO	24VOLT STROBE	\$31.81	\$31.81
1	AL100UL	ALTRONIX	AL100UL 12VOLT DC AT750	\$99.15	\$99.15
2	1270AH	DSX	12V-BAT 12VOLT 7AMP HOUR	\$30.06	\$60.12
1	INTEG-SERVICES	SERVICES	INTEGRATION & DESIGN	\$288.80	\$288.80

EQUIPMENT TOTAL: \$1,085.37  
 LABOR (RATE @ \$75): \$600.00  
 GRAND TOTAL: \$1,685.41

**Texas BuyBoard Catalog 401-12**

Acceptance of Proposal

We agree to the above system design and the terms listed below, and authorize Superior Alarms to commence work. We also agree to sign a commercial sales agreement.

Terms: 50% down or P.O. number, Balance upon completion

Accepted by:  
 Respectfully,  
 Ted Salinas  
 Sales

\_\_\_\_\_ Date

**MONTHLY MONITORING:**

12 UL LISTED MONITORING  
(WIRELESS MONITORING)

PRICE:  
\$25.00ea.

CATALOG:  
OTHER SERV.

4313

TOTAL INVESTMENT \$300.00+TAX EXEMPT

**HDAC/BUYBOARD 409-12 & 401-12**

We agree to the above system design and the terms listed below and authorize Superior Alarms to begin work. We also agree to sign a commercial sales agreement.

Balance due date: On completion

Authorization \_\_\_\_\_ Date \_\_\_\_\_

**(Note: THIS PROPOSAL IS PROPRIETARY INFORMATION AND ANY DISCLOSURE TO ANY PARTY IS PROHIBITED.)**

Thank you for the opportunity to serve you with your security needs. If you have any questions feel free to call me at 682-6005X216.

Sincerely,  
Flor Salazar  
Sales Representative



Phone: 800-695-2919  
 Fax: 800-211-5454  
 Email: info@buyboard.com

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Search:

- All  
 Vendor Discounts Only  
 Catalog Pricing Only

#### Refine Your Search:

- Vendors  
 Superior Alarms[X]  
Price Range  
 Show all prices  
Category  
 None Selected  
Contract  
 None selected

#### Additional Searches:

- Search by Vendor  
Browse Contracts  
Instructional Materials

## Vendor Contract Information

Vendor Name: Superior Alarms  
 Address: 600 Ash Avenue  
 McAllen, TX 78501  
 Phone Number: (956) 682-6005  
 Email: alan@superioralarms.com  
 Federal ID: 74-2420252

Contact: Alan Yoder  
 Accepts RFQs: Yes  
 Minority Owned Vendor: No  
 Women Owned Vendor: No  
 Contract Name: Fire & Security Systems & Monitoring  
 Contract#: 401-12  
 Effective Date: 10/01/2012  
 Expiration Date: 09/30/2015  
 Payment Terms: 1% in 10/Net 30 days  
 Delivery Days: 10  
 Shipping Terms: Pre-paid and added to invoice  
 Freight Terms: FOB Shipping Point  
 Ship Via: Common Carrier  
 Region Served: All Texas Regions  
 States Served: All States

Contract Exceptions: TX Dept of Pub Safety License for Security Contractor - Alarm Systems Co. (expires 3/31/2013); State of Texas Fire Alarm Certificate of Registration (expires 11/14/2013)  
 Quote Reference Number: 401-12

Return Policy: returns accepted on new parts within 30 days if in manufacturer's sealed box.

#### Contract Documents

Proposal Documents: [Click to view BuyBoard Proposal Documents](#)  
 Regulatory Notice: [Click to view Bonding Regulatory Notice](#)

Contact us 800-695-2919

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Phone: 800-695-2919  
Fax: 800-211-5454  
Email: info@buyboard.com

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### Vendor Contract Information

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#### Refine Your Search:

- Vendors
- Superior Alarms[X]
- Price Range
- Show all prices
- Category
- None Selected
- Contract
- None selected

Vendor Name: Superior Alarms  
 Address: 600 Ash Avenue  
 McAllen, TX 78501  
 Phone Number: (956) 682-6005  
 Email: alan@superioralarms.com  
 Federal ID: 74-2420252  
 Contact: Alan Yoder

Accepts RFQs: Yes  
 Minority Owned Vendor: No  
 Women Owned Vendor: No

Contract Name: Radio Communications Products  
 Contract#: 433-13

Effective Date: 04/01/2014  
 Expiration Date: 03/31/2017

Payment Terms: 1% in 10/Net 30 days  
 Delivery Days: 10

Shipping Terms: Pre-paid and added to invoice

Freight Terms: FOB Destination  
 Ship Via: Common Carrier

Region Served: All Texas Regions  
 States Served: All States

Quote Reference Number: 433-10

Return Policy: New parts are accepted for return within 30 days ARO if in manufacturers box. We will issue credit, exchange or refund depending upon circumstances

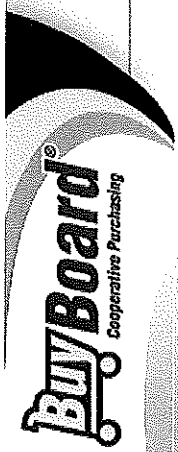
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Contact us 800-695-2919



Phone: 800-695-2919  
 Fax: 800-211-5454  
 Email: info@buyboard.com

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Search:

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- Catalog Pricing Only

**Refine Your Search:**

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- Price Ranges
- Show all prices
- Category
- None Selected
- Contract
- None selected

**Additional Searches:**

- [Search by Vendor](#)
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- [Instructional Materials](#)

Vendor	Description	Pricing Sheet	Price	Qty	Add to C
Superior Alarms	Hourly Labor Rate for Repair/Services of Equipment & Systems	N/A	\$75.00	<input type="checkbox"/>	<a href="#">Show De</a>
Superior Alarms	Hourly Labor Rate for Installation of Equipment & Systems	N/A	\$85.00	<input type="checkbox"/>	<a href="#">Show De</a>
Superior Alarms	31% Discount Off Extreme Product Price List pricelist (31% to 33% discount) for Digital Video Recorder Surveillance Systems	<a href="#">Pricing Sheet</a>	\$0.00	<input type="checkbox"/>	<a href="#">Show De</a>
Superior Alarms	30% Discount Off Vivotek pricelist for Digital Video Recorder Surveillance Systems	<a href="#">Pricing Sheet</a>	\$0.00	<input type="checkbox"/>	<a href="#">Show De</a>
Superior Alarms	30% Discount Off Vitek pricelist for Digital Video Recorder Surveillance Systems	<a href="#">Pricing Sheet</a>	\$0.00	<input type="checkbox"/>	<a href="#">Show De</a>
Superior Alarms	30% Discount Off Videolarm pricelist for Digital Video Recorder Surveillance Systems	<a href="#">Pricing Sheet</a>	\$0.00	<input type="checkbox"/>	<a href="#">Show De</a>
Superior Alarms	30% Discount Off Videofied pricelist for Digital Video Recorder Surveillance Systems	<a href="#">Pricing Sheet</a>	\$0.00	<input type="checkbox"/>	<a href="#">Show De</a>
Superior Alarms	30% Discount Off Video IQ pricelist for Digital Video Recorder Surveillance Systems	<a href="#">Pricing Sheet</a>	\$0.00	<input type="checkbox"/>	<a href="#">Show De</a>
Superior Alarms	30% Discount Off Verint pricelist for Digital Video Recorder Surveillance Systems	<a href="#">Pricing Sheet</a>	\$0.00	<input type="checkbox"/>	<a href="#">Show De</a>
Superior Alarms	30% Discount Off Valcom pricelist for All Other Types of Radio Communication/Surveillance Products	<a href="#">Pricing Sheet</a>	\$0.00	<input type="checkbox"/>	<a href="#">Show De</a>
Superior Alarms	30% Discount Off UTRAQ pricelist for GPS Vehicle Tracking Systems	<a href="#">Pricing Sheet</a>	\$0.00	<input type="checkbox"/>	<a href="#">Show De</a>
Superior Alarms	30% Discount Off Tripp Lite pricelist for All Other Types of Radio Communication/Surveillance Products	<a href="#">Pricing Sheet</a>	\$0.00	<input type="checkbox"/>	<a href="#">Show De</a>
Superior Alarms	30% Discount Off Totevision pricelist for Digital Video Recorder Surveillance Systems	<a href="#">Pricing Sheet</a>	\$0.00	<input type="checkbox"/>	<a href="#">Show De</a>
Superior Alarms	30% Discount Off Tek84-Sentry Scope pricelist for Digital Video Recorder Surveillance Systems	<a href="#">Pricing Sheet</a>	\$0.00	<input type="checkbox"/>	<a href="#">Show De</a>
Superior Alarms	30% Discount Off Sperry West pricelist for Digital Video Recorder Surveillance Systems	<a href="#">Pricing Sheet</a>	\$0.00	<input type="checkbox"/>	<a href="#">Show De</a>
Superior Alarms	30% Discount Off Speco pricelist for Digital Video Recorder Surveillance Systems	<a href="#">Pricing Sheet</a>	\$0.00	<input type="checkbox"/>	<a href="#">Show De</a>
Superior Alarms	30% Discount Off Sony Security pricelist for Digital Video Recorder Surveillance Systems	<a href="#">Pricing Sheet</a>	\$0.00	<input type="checkbox"/>	<a href="#">Show De</a>
Superior Alarms	30% Discount Off Semetech pricelist for Digital Video Recorder Surveillance Systems	<a href="#">Pricing Sheet</a>	\$0.00	<input type="checkbox"/>	<a href="#">Show De</a>
Superior Alarms	30% Discount Off Scallop pricelist for Digital Video Recorder Surveillance Systems	<a href="#">Pricing Sheet</a>	\$0.00	<input type="checkbox"/>	<a href="#">Show De</a>
Superior Alarms	30% Discount Off Sanyo pricelist for Digital Video Recorder Surveillance Systems	<a href="#">Pricing Sheet</a>	\$0.00	<input type="checkbox"/>	<a href="#">Show De</a>
Superior Alarms	30% Discount Off Samsung GVI pricelist for Digital Video Recorder Surveillance Systems	<a href="#">Pricing Sheet</a>	\$0.00	<input type="checkbox"/>	<a href="#">Show De</a>
Superior Alarms	30% Discount Off Salient pricelist for Digital Video Recorder Surveillance Systems	<a href="#">Pricing Sheet</a>	\$0.00	<input type="checkbox"/>	<a href="#">Show De</a>
Superior Alarms	30% Discount Off Pentax pricelist for Digital Video Recorder Surveillance Systems	<a href="#">Pricing Sheet</a>	\$0.00	<input type="checkbox"/>	<a href="#">Show De</a>
Superior Alarms	30% Discount Off Pelco pricelist for Digital Video Recorder Surveillance Systems	<a href="#">Pricing Sheet</a>	\$0.00	<input type="checkbox"/>	<a href="#">Show De</a>
Superior Alarms	30% Discount Off Peerless pricelist for Digital Video Recorder Surveillance Systems	<a href="#">Pricing Sheet</a>	\$0.00	<input type="checkbox"/>	<a href="#">Show De</a>

Showing 1 to 25 of 258 entries

### Shopping Cart

Vendor

Superior Alarms

Description	Part Number	Price	Qty	Total
Monthly Rate for Monitoring Various Types of Security Related Systems		\$29.95	1	\$29.95

Grand Total: \$29.95



600 Ash Avenue - P.O. Drawer 3097  
McAllen, TX 78501  
Sales: (956) 848811 - Fire Lic. ACR-86313-816  
Tel: (956) 682-6005 - Fax 213-1147

*We send the police there in a hurry!*

June 18<sup>th</sup> 2011

Agreement to Commercial Alarm Monitoring Agreement between the County of Hidalgo and Superior Alarms whether already existing or a new agreement after the date of this addendum.

The County of Hidalgo is allowed to terminate this Agreement at any time without cause or 30 days written notice to Superior.

Paragraph IV B add to beginning of paragraph "Any indemnity of Subscriber hereafter limited to the extent Subscriber is allowed by law to indemnify or grant an indemnity."

County of Hidalgo  
2802 South Business Highway 281  
Brownsville, Texas 78539  
956-318-2626

Superior Alarms  
600 Ash Avenue  
McAllen, Texas 78501  
956-890-6300

*[Signature]*  
President

Title

Zimbra

[martha.salazar@co.hidalgo.tx.us](mailto:martha.salazar@co.hidalgo.tx.us)**Fwd: Addendum to Commercial Alarm Monitoring Agreement FINAL REVISION**

**From :** Martha Salazar <[martha.salazar@co.hidalgo.tx.us](mailto:martha.salazar@co.hidalgo.tx.us)> Thu, Jun 20, 2013 09:50 AM  
**Subject :** Fwd: Addendum to Commercial Alarm Monitoring Agreement FINAL REVISION 1 attachment

**To :** Darlene H. Betancourt  
<[darlene.betancourt@co.hidalgo.tx.us](mailto:darlene.betancourt@co.hidalgo.tx.us)>, Matilde Faz  
<[matilde.faz@co.hidalgo.tx.us](mailto:matilde.faz@co.hidalgo.tx.us)>

Ladies:

This e-mail will serve as approval to form by our legal counsel. I am so relieved after two years we can finally get these invoices processed. Marty

PS Supporting documentation for agenda item.

---

**From:** "Steve Crain" <[scrain@atlashall.com](mailto:scrain@atlashall.com)>  
**To:** "Alan Yoder" <[alan@superioralarms.com](mailto:alan@superioralarms.com)>  
**Cc:** "Martha Salazar" <[martha.salazar@co.hidalgo.tx.us](mailto:martha.salazar@co.hidalgo.tx.us)>  
**Sent:** Wednesday, June 19, 2013 4:20:13 PM  
**Subject:** RE: Addendum to Commercial Alarm Monitoring Agreement FINAL REVISION

Please send the two signed originals to Martha Salazar at the Hidalgo County Purchasing Department. Thanks.

**From:** Alan Yoder [<mailto:alan@superioralarms.com>]  
**Sent:** Wednesday, June 19, 2013 3:45 PM  
**To:** Steve Crain

**Subject:** RE: Addendum to Commercial Alarm Monitoring Agreement FINAL REVISION

Ok, Are you planning on getting it signed by the County Judge and would you like me to bring over 2 copies of it already signed on our side so that you can just return to us 1 copy?

Sincerely,

Alan Yoder, CET  
President  
CVI-20100609-1059:12  
Superior Alarms (*Established 1986*)  
600 Ash Avenue  
McAllen, Texas 78501  
[alan@superioralarms.com](mailto:alan@superioralarms.com)  
[www.superioralarms.com](http://www.superioralarms.com)  
956-682-6005 Office  
956-213-1147 Fax  
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**From:** Steve Crain [mailto:scrain@atlashall.com]  
**Sent:** Wednesday, June 19, 2013 3:14 PM  
**To:** 'Alan Yoder'  
**Subject:** RE: Addendum to Commercial Alarm Monitoring Agreement FINAL REVISION

That works.

**From:** Alan Yoder [mailto:alan@superioralarms.com]  
**Sent:** Wednesday, June 19, 2013 2:44 PM  
**To:** 'Stephen L. Crain'  
**Subject:** RE: Addendum to Commercial Alarm Monitoring Agreement FINAL REVISION

Steve,

This is the third and FINAL draft of the addendum.

Sincerely,

Alan Yoder, CET  
President  
CVI-20100609-1053112  
Superior Alarms (Established 1986)  
600 Ash Avenue  
McAllen, Texas 78501  
alan@superioralarms.com  
www.superioralarms.com  
956-682-6005 Office  
956-213-1147 Fax

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**From:** Stephen L. Crain [mailto:scrain@atlashall.com]  
**Sent:** Wednesday, June 19, 2013 2:15 PM  
**To:** alan@superioralarms.com  
**Subject:** Addendum to Commercial Alarm Monitoring Agreement

Stephen L. Crain  
ATLAS, HALL & RODRIGUEZ, LLP  
818 Pecan Blvd. (78501)  
P. O. Box 3725  
McAllen, Texas 78502  
Direct Dial Number (956) 632-8221

Main Number (956) 682-5501  
Fax Number (956) 686-6109  
E-mail Address [scrain@atlashall.com](mailto:scrain@atlashall.com)



**Atlas Hall  
Rodriguez**

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Atlas Hall  
Rodriguez

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5 KB

Zimbra

[debbie.tamez@co.hidalgo.tx.us](mailto:debbie.tamez@co.hidalgo.tx.us)

---

**RE: Regular AI-49119 - Purchasing for HIDTA**

**From :** Josephine L. Ramirez  
<[josephine.ramirez@da.co.hidalgo.tx.us](mailto:josephine.ramirez@da.co.hidalgo.tx.us)>  
**Subject :** RE: Regular AI-49119 - Purchasing for HIDTA  
**To :** 'Martha Salazar'  
<[martha.salazar@co.hidalgo.tx.us](mailto:martha.salazar@co.hidalgo.tx.us)>  
**Cc :** 'Linda Fong'  
<[linda.fong@auditor.co.hidalgo.tx.us](mailto:linda.fong@auditor.co.hidalgo.tx.us)>, 'victor garza'  
<[victor.garza@da.co.hidalgo.tx.us](mailto:victor.garza@da.co.hidalgo.tx.us)>, nolivarez@hidtaskforce.us, 'Dina Trevino'  
<[dina.trevino@co.hidalgo.tx.us](mailto:dina.trevino@co.hidalgo.tx.us)>, 'debbie tamez'  
<[debbie.tamez@co.hidalgo.tx.us](mailto:debbie.tamez@co.hidalgo.tx.us)>  
**Reply To :** josephine ramirez  
<[josephine.ramirez@da.co.hidalgo.tx.us](mailto:josephine.ramirez@da.co.hidalgo.tx.us)>

Tue, Mar 31, 2015 08:22 AM

Marty,

We obtained a legible copy of the Superior Alarms agreement with HIDTA and note that the addendum (referred to below) applies to future agreements. Therefore, I approve as to form.

**Josephine Ramirez Solis**  
*Assistant Criminal District Attorney*  
Chief - Civil Division  
**Office of Criminal District Attorney**  
Hidalgo County, Texas  
100 N Closner Rm 303  
Edinburg, TX 78539  
(956) 318-2313 ext. 3823  
(956) 318-2079 FAX  
[josephine.ramirez@da.co.hidalgo.tx.us](mailto:josephine.ramirez@da.co.hidalgo.tx.us)

\*\*\*\*\*

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<http://email.co.hidalgo.tx.us/h/printmessage?id=13048&tz=America/Chicago>

3/31/2015

\*\*\*\*\*

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]  
**Sent:** Monday, March 30, 2015 4:57 PM  
**To:** josephine ramirez  
**Cc:** Linda Fong; victor garza; nolivarez@hidtaskforce.us; Dina Trevino; debbie tamez  
**Subject:** Re: Regular AI-49119 - Purchasing for HIDTA

Ms. Josie:  
Spoke to Victor earlier. He was going to get a legible copy from Ms. Nelda and give us a response in the am.  
Marty S.

PS I will ask that item be approved subject to legal review in the abundance of caution.

---

**From:** "Josephine L. Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>  
**To:** "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "Linda Fong" <linda.fong@auditor.co.hidalgo.tx.us>, "victor garza" <victor.garza@da.co.hidalgo.tx.us>  
**Cc:** nolivarez@hidtaskforce.us, "Dina Trevino" <dina.trevino@co.hidalgo.tx.us>, "debbie tamez" <debbie.tamez@co.hidalgo.tx.us>  
**Sent:** Monday, March 30, 2015 4:43:18 PM  
**Subject:** RE: Regular AI-49119 - Purchasing for HIDTA

Marty,

Do we have an agreement with Superior Alarms that the addendum approved in 2013 applies to all future contracts? If so, then I approve as to form.

**Josephine Ramirez Solis**  
*Assistant Criminal District Attorney*  
Chief - Civil Division  
**Office of Criminal District Attorney**  
Hidalgo County, Texas  
100 N Closner Rm 303  
Edinburg, TX 78539  
(956) 318-2313 ext. 3823  
(956) 318-2079 FAX  
[josephine.ramirez@da.co.hidalgo.tx.us](mailto:josephine.ramirez@da.co.hidalgo.tx.us)

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3/31/2015



Zimbra

[debbie.tamez@co.hidalgo.tx.us](mailto:debbie.tamez@co.hidalgo.tx.us)

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**RE: Regular AI-49119 - Purchasing for HIDTA**

**From :** Josephine L. Ramirez  
<[josephine.ramirez@da.co.hidalgo.tx.us](mailto:josephine.ramirez@da.co.hidalgo.tx.us)>  
**Subject :** RE: Regular AI-49119 - Purchasing for HIDTA  
**To :** 'Martha Salazar'  
<[martha.salazar@co.hidalgo.tx.us](mailto:martha.salazar@co.hidalgo.tx.us)>  
**Cc :** 'Linda Fong'  
<[linda.fong@auditor.co.hidalgo.tx.us](mailto:linda.fong@auditor.co.hidalgo.tx.us)>, 'Victor Garza'  
<[victor.garza@da.co.hidalgo.tx.us](mailto:victor.garza@da.co.hidalgo.tx.us)>, 'Nolivarez@hidtaskforce.us', 'Dina Trevino'  
<[dina.trevino@co.hidalgo.tx.us](mailto:dina.trevino@co.hidalgo.tx.us)>, 'debbie tamez'  
<[debbie.tamez@co.hidalgo.tx.us](mailto:debbie.tamez@co.hidalgo.tx.us)>  
**Reply To :** josephine.ramirez  
<[josephine.ramirez@da.co.hidalgo.tx.us](mailto:josephine.ramirez@da.co.hidalgo.tx.us)>

Tue, Mar 31, 2015 08:22 AM

Marty,

We obtained a legible copy of the Superior Alarms agreement with HIDTA and note that the addendum (referred to below) applies to future agreements. Therefore, I approve as to form.

**Josephine Ramirez Solis**  
*Assistant Criminal District Attorney*  
Chief - Civil Division  
Office of Criminal District Attorney  
Hidalgo County, Texas  
100 N Closner Rm 303  
Edinburg, TX 78539  
(956) 318-2313 ext. 3823  
(956) 318-2079 FAX

[josephine.ramirez@da.co.hidalgo.tx.us](mailto:josephine.ramirez@da.co.hidalgo.tx.us)

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THE COMMUNICATION.

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3/31/2015

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**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]  
**Sent:** Monday, March 30, 2015 4:57 PM  
**To:** josephine ramirez  
**Cc:** Linda Fong; victor garza; nolivarez@hidtaskforce.us; Dina Trevino; debbie tamez  
**Subject:** Re: Regular AI-49119 - Purchasing for HIDTA

Ms. Josie:  
Spoke to Victor earlier. He was going to get a legible copy from Ms. Nelda and give us a response in the am.  
Marty S.

PS I will ask that item be approved subject to legal review in the abundance of caution.

---

**From:** "Josephine L. Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>  
**To:** "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "Linda Fong" <linda.fong@auditor.co.hidalgo.tx.us>, "victor garza" <victor.garza@da.co.hidalgo.tx.us>  
**Cc:** nolivarez@hidtaskforce.us, "Dina Trevino" <dina.trevino@co.hidalgo.tx.us>, "debbie tamez" <debbie.tamez@co.hidalgo.tx.us>  
**Sent:** Monday, March 30, 2015 4:43:18 PM  
**Subject:** RE: Regular AI-49119 - Purchasing for HIDTA

Marty,

Do we have an agreement with Superior Alarms that the addendum approved in 2013 applies to all future contracts? If so, then I approve as to form.

**Josephine Ramirez Solis**  
*Assistant Criminal District Attorney*  
Chief - Civil Division  
Office of Criminal District Attorney  
Hidalgo County, Texas  
100 N Closner Rm 303  
Edinburg, TX 78539  
(956) 318-2315 ext. 3823  
(956) 318-2079 FAX  
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3/31/2015



Part Number	Description	List Price	Buyboard Price
XR500L-G	Panel, in 350 enclosure (includes 50 VA Transformer)	\$ 500.57	\$ 350.40
XR500L-R	Panel, in 350 enclosure (includes 56 VA Transformer)	\$ 567.43	\$ 397.20
XR500NA-G	Panel, built-in IP, in 350A enclosure (includes 50 VA Transformer)	\$ 762.86	\$ 534.00
XR500NFC-R	Fire Control Panel, in red enclosure (includes wire-in 56 VA Transformer)	\$ 951.21	\$ 665.85
XR500NK-G	Panel, built-in IP, in 341 ATM enclosure (includes 50 VA Transformer)	\$ 741.00	\$ 518.70
XR500-NL-G	Panel, built-in IP, in 350 enclosure (includes 50 VA Transformer)	\$ 741.00	\$ 518.70
XR500NL-R	Panel, built-in IP, in 350 enclosure (includes 56 VA Transformer)	\$ 802.93	\$ 562.05
XR500NPCB	Panel, Board only (includes 50 VA Transformer)	\$ 416.79	\$ 291.75
XR500NPCB	Panel, built-in IP, Board only (includes 50 VA Transformer)	\$ 656.57	\$ 459.60
XR500NX-G	Panel, built-in IP, in 352 enclosure (includes wire-in 100 VA Transformer)	\$ 1,092.43	\$ 764.70
XR500NXP-G	Panel, built-in IP, in 352 enclosure, 505-12 (100 VA)	\$ 1,271.78	\$ 890.25
XR500X-G	Panel, in 352 enclosure (includes wire-in 100 VA Transformer)	\$ 842.36	\$ 589.65
XR500XP-G	Panel, in 352 enclosure, 505-12 (100 VA)	\$ 1,021.71	\$ 715.20
XT30CDNPCB	Panel, Board only, with Cellular Modem, Dialer, Network	\$ 470.79	\$ 329.55
XT30CDPCB	Panel, Board only, with Cellular Modem, Dialer	\$ 317.14	\$ 222.00
XT30CDS-G	Panel, in 340 enclosure, with Dialer, Cellular Modem	\$ 331.93	\$ 232.35
XT30CNS-G	Panel, in 340 enclosure, with Cellular Modem, Network	\$ 463.93	\$ 324.75
XT30CPCB	Panel, Board only, with Cellular	\$ 294.00	\$ 205.80
XT30CS-G	Panel, in 340 enclosure, with Cellular Modem	\$ 308.79	\$ 216.15
XT30DNPCB	Panel, Board only, with Dialer, Network	\$ 272.14	\$ 190.50
XT30DNS-G	Panel, in 340 enclosure, with Cellular Modem, Dialer, Network	\$ 485.79	\$ 340.05
XT30DNS-G	Panel, in 340 enclosure, with Dialer, Network	\$ 287.14	\$ 201.00
XT30DPCB	Panel, Board only, with Dialer	\$ 95.36	\$ 66.75
XT30DS/7360-	XT30D Panel, 7360 Icon LCD Keypad, 321 Transformer, 6 per shipment	\$ 887.14	\$ 621.00

Part Number	Description	List Price	Buyboard Price
521LXT	Addressable Smoke Detector, LX-Bus, CleanMe & Heat Detector	\$ 66.43	\$ 46.50
521LXT/10	Addressable Smoke Detector, LX-Bus, CleanMe & Heat Detector (pkg of 10)	\$ 914.14	\$ 639.90
5422-W	4-wire Shock Sensor, Gray	\$ 73.93	\$ 51.75
5709C-W	Glassbreak Simulator	\$ 166.93	\$ 116.85
5812A	ShatterPro II Glassbreak w/tamper & latching LED	\$ 68.36	\$ 47.85
5820A	ShatterPro II Glassbreak, Recess mount	\$ 76.50	\$ 53.55
5845LX	ShatterPro II Glassbreak w/ single pt. zone expander	\$ 100.07	\$ 70.05
6155LX	Sharpshooter PIR, 45'x45' w/ single pt. zone expander	\$ 109.50	\$ 76.65
630F-R	Remote Fire Annunciator, LCD Display	\$ 228.64	\$ 160.05
635F-R	Keypad Flush Mount Conduit Backbox for 630F keypad	\$ 32.57	\$ 22.80
635-R	Conduit Backbox for 630F keypad, 1-3/4", Red	\$ 48.86	\$ 34.20
635-S	630F Housing - Stainless Steel	\$ 177.00	\$ 123.90
694-W	Plate, Keypad wall replacement, White	\$ 39.86	\$ 27.90
695-B	Conduit Backbox for LCD series keypads, 1-1/2", Black	\$ 24.86	\$ 17.40
695-I	Conduit Backbox for LCD series keypads, 1-1/2", Ivory	\$ 24.86	\$ 17.40
695-W	Conduit Backbox for LCD series keypads, 1-1/2", White	\$ 24.86	\$ 17.40
696-B	Backbox for LCD series keypads, 1/2", Black	\$ 24.86	\$ 17.40
696-I	Backbox for LCD series keypads, 1/2", Ivory	\$ 24.86	\$ 17.40
696-W	Backbox for LCD series keypads, 1/2", White	\$ 24.86	\$ 17.40
699-W	Deskstand for LCD series keypads, White metal	\$ 42.21	\$ 29.55
7060A-B	LCD Display, Blue Display, with shortcut keys, Black	\$ 183.43	\$ 128.40
7060AN-B	LCD Display, Blue Display, with numeric keys, Black	\$ 183.43	\$ 128.40
7060AN-W	LCD Display, Blue Display, with numeric keys, White	\$ 183.43	\$ 128.40
7060A-W	LCD Display, Blue Display, with shortcut keys, White	\$ 183.43	\$ 128.40
7060-B	Keypad, LCD Display, with shortcut keys, Black	\$ 150.64	\$ 105.45
7060-I	Keypad, LCD Display, with shortcut keys, Ivory	\$ 150.64	\$ 105.45

Part Number	Description	List Price	Buyboard Price
300	Replacement Harness for keypads (4 wire)	\$ 4.71	\$ 3.30
301	Replacement Enclosure Lock	\$ 3.21	\$ 2.25
302	Two-Pin Jumper (package of 10)	\$ 3.21	\$ 2.25
303	Silence/Reset Push Button Kit	\$ 12.64	\$ 8.85
305	Plug-in Output Relay	\$ 7.71	\$ 5.40
306	Tamper Harness	\$ 2.36	\$ 1.65
307	Clip-on Tamper Switch	\$ 15.86	\$ 11.10
308	10K Ohm Replacement EOL Resistor with wire leads	\$ 2.36	\$ 1.65
309	3.3K Ohm Replacement EOL Resistor with wire leads	\$ 2.36	\$ 1.65
310	1K Ohm Resistor with wire leads	\$ 2.36	\$ 1.65
311	1K Ohm Replacement EOL Resistor (pkg of 10)	\$ 2.36	\$ 1.65
318	Battery Harness for standard battery leads	\$ 14.57	\$ 10.20
319	3 Amp fuses (for use with SCS-1R Receiver), (pkg of 5)	\$ 6.00	\$ 4.20
320	16.5 VAC 40 VA Wire-in Transformer	\$ 30.64	\$ 21.45
321	16.5 VAC 40 VA Plug-in Transformer	\$ 14.36	\$ 10.05
322	16.5 VAC 56 VA Wire-in Transformer with enclosure	\$ 84.43	\$ 59.10
323	100 VA Transformer Mounting Kit for 350 or 350A Enclosure	\$ 76.93	\$ 53.85
324	16 V 100 VA Wire-in Transformer Enclosure	\$ 95.36	\$ 66.75
325	Terminal Strip with Cover for wire-in transformers and bracket	\$ 6.21	\$ 4.35
327	16.5 VAC 50 VA Plug-in Transformer	\$ 12.86	\$ 9.00
330	Dual-ended 4-wire harness	\$ 7.71	\$ 5.40
332	Black lanyard with split ring	\$ 5.79	\$ 4.05
333	Noise Suppressor for 733/734	\$ 17.36	\$ 12.15
335	Indoor siren	\$ 10.50	\$ 7.35
358	RJ Phone block	\$ 2.14	\$ 1.50
365	12 VDC Lead-Acid Battery (9.0 Ah)	\$ 33.43	\$ 23.40
366	12 VDC Lead-Acid Battery (18 Ah)	\$ 61.93	\$ 43.35
367	12 VDC Lead-Acid Battery (7.7 Ah)	\$ 63.86	\$ 44.70
368	12 VDC Battery (4.5 Ah)	\$ 21.00	\$ 14.70
369	12 VDC Battery (7.0 Ah)	\$ 25.50	\$ 17.85
370	Lightning Suppressor	\$ 81.21	\$ 56.85
374	Surge Voltage Suppressor	\$ 9.86	\$ 6.90
376	12 VDC Plug-in Power Supply	\$ 28.50	\$ 19.95
377	Trouble Annunciator Module for XR5FC and XR5SL	\$ 38.14	\$ 26.70
378	12 VDC Barrel connector with leads	\$ 6.43	\$ 4.50

Part Number	Description	List Price	Buyboard Price
1082-G	Surface Screw Mount Contact w/Wire Leads, Long Gap Series, Closed Loop, Grey, 1" Gap Size	\$ 9.21	\$ 6.45
1082-N	Surface Screw Mount Contact w/Wire Leads, Long Gap Series, Closed Loop, White, 1" Gap Size	\$ 9.21	\$ 6.45
1082TW-M	Surface Terminal Contact, Extra Wide Gap, Closed Loop, Brown, 2" Gap Size. Includes Cover, Spacer and Screws	\$ 11.06	\$ 7.74
1082TWM-10PKG	Surface Mount Terminal, Wide Gap, Brown. 10-Pack	\$ 110.57	\$ 77.40
1084DM-10PKG	Surface Screw Mount, DPDT, Brown. 10-Pack	\$ 273.66	\$ 191.56
1084D-N	Surface Screw Mount Contact w/Wire Leads, DPDT, White, 3/4" Gap Size. Double Pole-Double Throw	\$ 27.36	\$ 19.15
1084-M	Surface Screw Mount Contact w/Wire Leads, Long Gap Series, SPDT, Brown, 1" Gap Size	\$ 14.01	\$ 9.81
1084TW-G	Surface Terminal Contact, Extra Wide Gap, SPDT, Grey, 2" Gap Size. Single Pole Double Throw	\$ 16.07	\$ 11.25
1084TW-M	Surface Terminal Contact, Extra Wide Gap, SPDT, Brown, 2" Gap Size. Single Pole Double Throw	\$ 16.07	\$ 11.25
1084TW-N	Surface Terminal Contact, Extra Wide Gap, SPDT, White, 2" Gap Size. Single Pole Double Throw	\$ 16.07	\$ 11.25
1085-M	Surface Screw Mount Contact w/Leads, Brown, 5/8" Gap Size	\$ 5.83	\$ 4.08
1085-N	Surface Screw Mount Contact w/Leads, White, 5/8" Gap Size	\$ 5.83	\$ 4.08
1085N-10PKG	Surface Screw Mount White. 10-Pack	\$ 58.41	\$ 40.89
1085T-G	Surface Screw Mount Terminal Contact, Closed Loop, Grey, 3/4" Gap Size	\$ 2.21	\$ 1.54
1085TG-10PKG	Surface Screw Mount Terminal, Grey. 10-Pack	\$ 22.11	\$ 15.48
1085T-M	Surface Screw Mount Terminal Contact, Closed Loop, Brown, 3/4" Gap Size	\$ 3.17	\$ 2.22
1085TM-10PKG	Surface Screw Mount Terminal Brown. 10-Pack	\$ 22.11	\$ 15.48
1085T-N	Surface Screw Mount Terminal Contact, Closed Loop, White, 3/4" Gap Size	\$ 2.21	\$ 1.54
1085TN-10PKG	Surface Screw Mount Terminal, White. 10-Pack	\$ 22.11	\$ 15.48
1085TW-M	Surface Screw Mt Terminal Contact, Closed Loop, Wide Gap, Brown, 1 1/2" Gap Size	\$ 6.92	\$ 4.84
1085TWM-10PKG	Surface Screw Mount Wide Gap, w/Terminal, Brown. 10-Pack	\$ 69.39	\$ 48.57
1085TW-N	Surface Screw Mt Terminal Contact, Closed Loop, Wide Gap, White, 1 1/2" Gap Size	\$ 6.92	\$ 4.84

GE Security

Part Number	Description	List Price	Buyboard Price
MM/ST/ST/1	MM/ST/ST/1, Fiber Optic Jumper, Two ST Conn., 1M	\$ 62.14	\$ 43.50
MM/ST/ST/10	MM/ST/ST/10, Fiber Optic Jumper, Two ST Conn., 10M	\$ 72.86	\$ 51.00
MM/ST/ST/3	MM/ST/ST/3, Fiber Optic Jumper, Two ST Conn., 3M	\$ 68.57	\$ 48.00
MPI-11	Siren Driver, Yelp/Steady, 6-15VDC, Small But Powerful 2-Channel Siren Driver. 6 - 15VDC. Up to 115DB Output	\$ 36.00	\$ 25.20
MPI206	Accessory Relay Board, Universal form "C" Relay Board. Ideal for Sirens, Lights and LowVage Applications. Non-Maintained On/Off, Using a Selectable Positive Or Negative Trigger Source. 12VDC	\$ 24.47	\$ 17.13
MPI-266	Low Battery Cutoff Relay Module, Low-Cost Add-On Relay Module for 12VDC Battery-Powered Devices. Reduces the Likelihood of Battery Damage Due to Deep Discharge. Disconnects Load If Battery Falls Below 7.5Vs	\$ 36.02	\$ 25.21
MPI267	Power Disconnect Low Battery Cutoff Module, Drops Battery Out At 7.5Vs DC. Ac/DC Power Disconnect Switch On Board. Low Battery Disconnect Relay On Board	\$ 42.45	\$ 29.71
MPI-30	Speaker, 8 Ohm, Rectangular Horn, Industry's Most Popular and Dependable Horn-Style Speaker. Rated 30 Watts Nominal, 50 Watts Peak. Swivel Mounting Bracket, Light Beige	\$ 30.06	\$ 21.04
MPI-34	Speaker, 8 Ohm, Bail Bracket, High-Performance Speaker. Bell-Type Design. Rated 30 Watts Nominal, 50 Watts Peak. Bail-Type Metal Mounting Bracket, Light Beige	\$ 30.92	\$ 21.64
MPI-36	Siren/Speaker, Surface Mount, 2-Channel (Yelp/Steady) Siren/Speaker in MPI-35 Housing. 6 - 13.8VDC, 350 mA Current Draw. Up to 106DB Output. UL Listed, White	\$ 21.13	\$ 14.79
MPI-37	Siren/Speaker, Round Horn, 2-Channel (Yelp/Steady) Siren/Speaker in MPI-8 Housing. 6 - 13.8VDC, 800 mA Current Draw. Up to 106DB Output. UL Listed, Light Beige	\$ 16.46	\$ 11.52
MPI-38	Siren/Speaker, Rectangular Horn, 2-Channel (yelp/steady) Siren/Speaker. 6 - 13.8VDC, 1.6 A Current Draw. Up to 112DB Output, Light Beige	\$ 26.70	\$ 18.69
MPI-39	Speaker, 8 Ohm, Rectangular Horn, Tamper, Universal Horn-Style Speaker. Rated 30 Watts Peak. Tilt-Type Mounting Bracket and Provision for Plunger Tamper Switch, Light Beige	\$ 24.73	\$ 17.31

GE Security

204

Part Number	Description	List Price	Buyboard Price
DS1108I	GLASS BREAK ROUND 25FT	\$ 46.35	\$ 32.44
DS1109I	GLASS BREAK, FRAME MOUNT 10 ft	\$ 41.94	\$ 29.35
DS1110I	GLASS BREAK TESTER	\$ 88.29	\$ 61.80
DS150I	PIR REQUEST TO EXIT SENSOR GRAY	\$ 97.11	\$ 67.98
DS150I/TP160	DS150I WITH TP160 PLATE	\$ 99.32	\$ 69.52
DS151I	PIR REQUEST TO EXIT SENSOR BLACK	\$ 97.11	\$ 67.98
DS160	PIR REQUEST TO EXIT SENSOR WITH SOUNDER GRA	\$ 103.74	\$ 72.61
DS161	PIR REQUEST TO EXIT SENSOR WITH SOUNDER BAC	\$ 103.74	\$ 72.61
DS307	50' PIR WITH SUPERVISION	\$ 85.52	\$ 59.86
DS308EA	50 FT. QUAD PIR W/ANTIMASK	\$ 128.01	\$ 89.61
DS415I	INDOOR PHOTOELECTRIC 500 FT	\$ 172.16	\$ 120.51
DS415IDC	INDOOR PHOTOELECTRIC 500FT DC	\$ 150.09	\$ 105.06
DS416	PE-30FT SINGLE BEAM OUTDOOR	\$ 121.39	\$ 84.97
DS422I	PE-65FT TWIN BEAM OUTDOOR	\$ 165.54	\$ 115.87
DS426I	PE-200FT TWIN BEAM OUTDO	\$ 256.03	\$ 179.22
DS433I	PE 100FT FLUSH MOUNT	\$ 121.39	\$ 84.97
DS435I	INDOOR PE 500FT W/ALARM MEMORY	\$ 147.88	\$ 103.51
DS453Q	QUAD IN/OUTDOOR PE 360FT	\$ 485.57	\$ 339.90
DS455Q	QUAD IN/OUTDOOR PE 500FT	\$ 529.71	\$ 370.80
DS484Q	QUAD IN/OD PE BEAM 400FT	\$ 562.82	\$ 393.97
DS486Q	QUAD IN/OD PE BEAM 660FT	\$ 695.25	\$ 486.67
DS720I	300 FT PIR/MICROWAVE TRITECH	\$ 253.82	\$ 177.67
DS7432	8 INPUT MULTIPLEX MODULE	\$ 105.94	\$ 74.16
DS7457I	SINGLE POINT MULTIPLEX MODULE WITH FLYING I	\$ 16.54	\$ 11.58
DS7457IF	SINGLE POINT MULTIPLEX MODULE WITH FLYING I	\$ 20.96	\$ 14.67
DS7460I	TWO POINT MULTIPLEX MODULE IN ENCLOSURE	\$ 39.17	\$ 27.42
DS7461I	SINGLE POINT MULTIPLEX MODULE IN ENCLOSURE	\$ 34.76	\$ 24.33
DS7465I	INPUT/OUTPUT MULTIPLEX MODULE IN ENCLOSUF	\$ 57.39	\$ 40.17
DS778	200' LONG RANGE PIR	\$ 154.50	\$ 108.15
DS794Z	80' & 200' LONG RANGE PIR	\$ 174.36	\$ 122.05
DS820	20' TRITECH PIR/MW	\$ 59.04	\$ 41.32
DS820I	20 FT X 20 FT PIR/MICROWAVE TRITECH WITH PET	\$ 50.76	\$ 35.53
DS820IT	20 FT X 20 FT PIR/MICROWAVE TRITECH WITH PET	\$ 52.97	\$ 37.08
DS825	25 FT BY 25 FT MIRRORED PIR/MICROWAVE TRITECH	\$ 61.80	\$ 43.26
DS835	35' TRITECH PIR/MW	\$ 61.80	\$ 43.26
DS835I	35 FT X 35 FT PIR/MICROWAVE TRITECH WITH PET	\$ 55.18	\$ 38.62
DS835IT	35 FT X 35 FT PIR/MICROWAVE TRITECH WITH PET	\$ 57.39	\$ 40.17
DS840	40' MIRRORED PIR/MICROWAVE TRITECH	\$ 71.19	\$ 49.83
DS840T	25 FT BY 25 FT MIRRORED PIR/MICROWAVE TRITECH	\$ 74.49	\$ 52.14
DS860	60 FT X 60 FT PIR/MICROWAVE TRITECH	\$ 80.55	\$ 56.38
DS915	30' RECESSED MOUNT PIR	\$ 94.35	\$ 66.04
DS936	LOW PROFILE CEILING MOUNT PIR	\$ 82.76	\$ 57.93
DS9360	50' DIAMETER COMMERCIAL CEILING MOUNT PIR/	\$ 154.50	\$ 108.15
DS937	50' DIAMETER PIR	\$ 97.11	\$ 67.98
DS9370	70' DIAMETER CEILING MOUNT TRITECH - WHITE	\$ 143.46	\$ 100.42
DS9371	70' DIAMETER CEILING MOUNT TRITECH - BLACK	\$ 143.46	\$ 100.42

Bosch

Part Number	Description	List Price	Buyboard Price
CR17450	3V Lithium Battery for 1126	\$ 10.93	\$ 7.65
CR2032/10	3V Coincell Lithium Battery for 1145 Key Fobs (package of 10)	\$ 5.36	\$ 3.75
CR2430/10	3V Coincell Lithium Battery for 1107 Wireless Transmitter (package of 10)	\$ 31.29	\$ 21.90
CR2450/10	3V Coincell Lithium Battery for 1139 Bill Trap (package of 10)	\$ 39.64	\$ 27.75
CX-702	Optex 70' x 70' PIR	\$ 153.86	\$ 107.70
DESIGNER SERIES COVERS	Please visit our website to view all 27 options. <a href="http://www.dmp.com/designerseries">www.dmp.com/designerseries</a>	\$ 45.00	\$ 31.50
DX-40	Optex PIR Microwave Detector	\$ 102.00	\$ 71.40
DX-60	Optex PIR Microwave Detector	\$ 121.07	\$ 84.75
EPAD	Virtual Keypad	\$ 265.29	\$ 185.70
ES501	Transformer Enclosure (4.25" x 5.625" x 2.5")	\$ 30.43	\$ 21.30
ES502	Transformer Enclosure (4.25" x 5.625" x 3.75")	\$ 30.43	\$ 21.30
EVD-1	Electronic Vibration Detector	\$ 346.93	\$ 242.85
EVD-2	Vibration Detection System	\$ 577.93	\$ 404.55
EVD-R	Electronic Vibration Detector Remote Pickup	\$ 130.93	\$ 91.65
EX-35T	Optex 35' x 35' PIR	\$ 34.07	\$ 23.85
FG-730	Glassbreak Detector	\$ 65.14	\$ 45.60
FL-60N	Optex Extremely Dense Curtain Lense (set of 6)	\$ 14.57	\$ 10.20
FX-360	Optex 360° PIR	\$ 80.36	\$ 56.25
GP-23	Hidden Wire Surface Mount Door Contact	\$ 3.86	\$ 2.70
GP-23/10	Hidden Wire Surface Mount Door Contact (package of 10)	\$ 25.29	\$ 17.70
HSC BRACKET	L-Bracket for Mounting HSC-1 and HSC-2	\$ 14.14	\$ 9.90
HSC-1	High Security Contact Switch	\$ 138.64	\$ 97.05
HUB-M	Hold-up Button	\$ 17.79	\$ 12.45
HUB-T	Two-set Hold-up Button	\$ 32.14	\$ 22.50
ICOMSL-12V/AA	For 12V Non-DMP Intrusion panels	\$ 457.93	\$ 320.55
ICOMSL-12V/NACT	For 12V Non-DMP Fire systems	\$ 511.71	\$ 358.20
ICOMSL-24V/NACT	For 24V Non-DMP Fire systems	\$ 511.71	\$ 358.20
ICOMSLPCB	Replacement board. Includes PCB, housing and mounting hardware	\$ 414.43	\$ 290.10
ICOMSL-XR/AA	For XRSuper6M, XR20M, and XR40M Command Processor Panels	\$ 427.50	\$ 299.25
KX-08	Optex Ceiling Mount PIR	\$ 61.29	\$ 42.90
LX-402	Optex Outdoor 40' x 50' PIR	\$ 142.93	\$ 100.05
MET-44WG-18	Overhead Door Contact, Small Size, Wide Gap	\$ 26.36	\$ 18.45
MP-5365	MiniProx Proximity Reader	\$ 351.00	\$ 245.70

Part Number	Description	List Price	Buyboard Price
4532 W/2K	SW ST OVERHEAD DR 2 1/2"GAP	\$ 23.73	\$ 16.61
4532120	MINI OVHD DOOR SWT W/10'ARM LD	\$ 69.10	\$ 48.37
4532300	25FT OVERHEAD DOOR CONTACT	\$ 132.62	\$ 92.83
4532-36	4532 WITH 36" LEAD	\$ 36.16	\$ 25.31
4532-36 W/2.2K	OVERHEAD DR SW ST W/36"CBL	\$ 38.79	\$ 27.15
4532-48	GARAGE DR CNCT 48" ARM LEAD	\$ 41.05	\$ 28.74
4532-48 W/2.2K	OVERHEAD DR SW ST W/48"CBL	\$ 43.75	\$ 30.62
4532-72	ODC WITH 6FT ARMORED LEAD	\$ 51.20	\$ 35.84
4532B	OVRHD GARAGE DR SWTC OPEN LOOP	\$ 37.62	\$ 26.34
4532C	OVER HEAD DOOR CONTACT SPDT	\$ 38.56	\$ 26.99
4532CL	OVERHEAD GAR DR FORM C L-BRKT	\$ 42.47	\$ 29.73
4532CL-72	OVERHEAD DR SWITCH W/M-15 MAG	\$ 72.46	\$ 50.72
4532D-36	MINI OVERHEAD DOOR SWITCH DPDT	\$ 51.04	\$ 35.73
4532DL-36	OVHD DPDT W/L BRK 36"ARM LEAD	\$ 54.35	\$ 38.05
4532L	GAR/DR CONTACT L BRAKT MAG	\$ 24.89	\$ 17.42
4532L-120	4 MOUNT OVERHEAD DOOR SWITCH	\$ 75.02	\$ 52.51
4545-12-W	DPDT 3/8 RCSD WHITE	\$ 12.89	\$ 9.02
4545-96WG-B	RCSD 3/8" DPDT 96"LEAD BRWN	\$ 23.54	\$ 16.48
4545-96WG-W	RCSD 3/8" DPDT 96"LEAD WHITE	\$ 23.54	\$ 16.48
4561	MRCRY TLT SWITCH, NO SALE CALI	\$ 12.59	\$ 8.82
4561R	TILT SWITCH ROHS COMPLIAN	\$ 16.23	\$ 11.36
4561-W/2.2K	MERCURY SWT N.O. W/2.2K RES	\$ 15.25	\$ 10.67
4612	MINI CURTAIN DOOR SWITCH	\$ 50.24	\$ 35.17
4612-108	MINI CURTAIN DR SW ST W/2"GAP	\$ 95.27	\$ 66.69
4612-60	MINI-CURTAIN DR SW SET W/2"GAP	\$ 75.22	\$ 52.66
4635	PROBE SOCKET GRAY	\$ 1.51	\$ 1.06
4700A	INDUSTR WIDE GAP TRK MT CL LP	\$ 70.47	\$ 49.33
4700A72	RAIL MT SWITCH CABLE & WIRE	\$ 91.09	\$ 63.76
4700-AXL	SW ST IND EX LRG TRCK MOUNT	\$ 83.52	\$ 58.46
4701-A	INDUSTRIAL WG TRACK MT FORM C	\$ 76.80	\$ 53.76
4702A W/EPAK	4702A W/1-470K RES.1 - 1K RES	\$ 40.00	\$ 28.00
4704120	SF MT PULL APART CNT W/JCK CBL	\$ 38.56	\$ 26.99
4704-180	SURF.MT.PULL APART SW.SET	\$ 41.87	\$ 29.31
4704-480	NON ARMORED 4704 WITH 40' LEAD	\$ 58.49	\$ 40.94
4704-A-1200	4704A PULL APART 100'	\$ 541.53	\$ 379.07
4704-A-144	MAGNA PULL SWT W/12'ARM CABLE	\$ 100.78	\$ 70.54
4704A180	PULL APART W/15'ARM CBL SF MT	\$ 115.79	\$ 81.06
4704-A-240	4704A PULL APART W/20' LEAD	\$ 136.69	\$ 95.68
4704A300	SWITCH SET 4704 W/25FT ARMORED	\$ 165.87	\$ 116.11
4704-A-360	4704A SPDP W/C FRM RD 30'AR CB	\$ 190.93	\$ 133.65
4704-A-480	CNT SWT 4704A SPDT W/40'CABLE	\$ 241.01	\$ 168.70
4704-A-60	4704A SPDT W/5'ARM CB W/C RD	\$ 65.76	\$ 46.03
4704-A-72	PULL APART 6'ARM CBL W/FRM C	\$ 70.72	\$ 49.50
4704-A-720	SPDT SW PULL APART 60' AR CBL	\$ 341.19	\$ 238.83

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Buyboard Catalog

Superior Alarms

Part Number	Description	List Price	Buyboard Price
SEL-126A24	24V STROBE LIGHT	\$ 45.45	\$ 31.81
SEL-126C24	STROVE LIGHT 24V CLEAR	\$ 45.45	\$ 31.81
SEL-35EV	*EOL* PAGE 35EV INCLDS VIB RECEIVER	\$ 239.04	\$ 167.32
SEL-761PPISS	PASSIVE PRX IMMBLZER F/CAR ALRMS	\$ 164.98	\$ 115.48
SEL-960D290Q	TWIN PHOTO BEAM DETECTOR	\$ 253.74	\$ 177.61
SEL-CA15103FLQ	DC JACK W/LED	\$ 5.72	\$ 4.00
SEL-CA1515Q	Female DC jack to female DC jack adapter	\$ 3.04	\$ 2.13
SEL-CA16103FLQ	DC PLUG W/LED	\$ 5.38	\$ 3.76
SEL-CA161506LQ	ALUMN TEST LIGHT MALE DC-PLUG	\$ 5.89	\$ 4.12
SEL-CA1616Q	DC Plug-to-Plug Adapter	\$ 2.04	\$ 1.42
SEL-CA161T	Power connector. Male DC plug with remov	\$ 3.19	\$ 2.23
SEL-CBA19TD2	FOB, 2 BUTTON FOR SEL-CBA33	\$ 33.69	\$ 23.58
SEL-CBA33	Easy-to-install, self-contained vehicle	\$ 89.70	\$ 62.79
SEL-D960D290Q	TWN PHOTO BEAM DET 290FT OTDR RANG	\$ 253.74	\$ 177.61
SEL-DES101Q	USB Over CAT5. Extend keyboard	\$ 63.81	\$ 44.67
SEL-DP121CQ	Additional Video Door Phone Camera. 3.6	\$ 164.98	\$ 115.48
SEL-DP121Q	Video Door Phone. Includes B/W CCD came	\$ 333.30	\$ 233.31

Part Number	Description	List Price	Buyboard Price
AL125ULX	ALTRONIX LOCK POWER SUPPLY	\$ 303.60	\$ 212.52
ALT-6030	ALTRONIX 6030 BELL CUTOFF 6VDC	\$ 27.28	\$ 19.09
ALT-6062	Timer-12VDC or 24VDC Multi-purpose Timer	\$ 40.50	\$ 28.35
ALT-606224	ALTRONIX CUSTOM TIMER 24 HOUR	\$ 43.52	\$ 30.46
ALT-6062MOD24	ALTRONIX TIMER	\$ 46.82	\$ 32.77
ALT-6062MOD6	ALTRONIX RELAY MODULE 6-VOLT	\$ 40.50	\$ 28.35
ALT-6062NC	ALTRONIX 6062 MODIFIED 1/2	\$ 47.81	\$ 33.46
ALT-6062SP	TIMER MULTI-PURP 12/24VDC-4HR	\$ 43.56	\$ 30.49
ALT-ACM4	Access Power Controller. 4 - fuse protec	\$ 137.98	\$ 96.58
ALT-ACM4CB	ALT 4OUTPUT ACCESS PWR CONTROLLER MODULE	\$ 110.76	\$ 77.53
ALT-ACM4CBE	ACC POWER CNTRLR W/ENCSR 4 PTC	\$ 196.24	\$ 137.37
ALT-ACM4E	POWER CONTROLLER 4 FUSE	\$ 196.24	\$ 137.37
ALT-ACM8	ALTRONIX 8 OUTPUT ACCESS CNTRL	\$ 184.01	\$ 128.80
ALT-ACM8CB	ALTRONIX 12/24 VOLT AC/DC OP	\$ 184.01	\$ 128.80
ALT-ACM8CBE	ALTRONIX AUXILIARY MODULE,	\$ 279.04	\$ 195.33
ALT-ACM8E	8CH CONTROLLER IN ENCLOSURE	\$ 212.44	\$ 148.71
ALT-AL1002ULADA	NAC Power Extender - 24VDC	\$ 642.00	\$ 449.40
ALT-AL1002ULADAJ	AL1002UL IN BC600 ENCLSR	\$ 946.31	\$ 662.41
ALT-AL100UL	ALTRONIX AL100UL 12VDC AT 750	\$ 141.64	\$ 99.15
ALT-AL100ULB	REPLACEMENT BOARD FOR AL100UL	\$ 82.41	\$ 57.69
ALT-AL1012ACMCBJ	12VDC @10AMP W/ACM8CB IN J ENC	\$ 867.15	\$ 607.00
ALT-AL1012ULACM	ALTRONIX 10 AMP POWER SUPPLY	\$ 769.67	\$ 538.77
ALT-AL1012ULACMCB	AL1012ULX with ACMB power controller fir	\$ 769.67	\$ 538.77
ALT-AL1012ULACMCBJ	12VDC @ 10A, W/ACM8CB IN J ENC	\$ 806.44	\$ 564.51
ALT-AL1012ULACMJ	10 A 12VDC POWER SUPPLY ACMA IN BC 600	\$ 806.44	\$ 564.51
ALT-AL1012ULM	AL1012ULX W/ MOM5 INTEFACE	\$ 735.92	\$ 515.14

# COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER \_\_\_\_\_ COMMUNICATOR MAKE & MODEL DATE ON LINE \_\_\_\_\_ DEALER Flo

SUBSCRIBER  
Hidalgo County Elections Training Facilities  
 NAME  
101 S. Clossner  
 ADDRESS  
Edinburg TX  
 CITY STATE ZIP CODE  
 TEL. NO. ( ) ( ) ( )  
 FAX NO. ( ) ( ) ( ) S.S. NO. \_\_\_\_\_  
 TDL# \_\_\_\_\_ Email \_\_\_\_\_

COMPANY  
**Superior Alarms**  
 600 Ash Avenue, McAllen, TX 78501  
 Ph. (956) 682-6005  
 FAX (956) 213-1179

LOCATION OF ALARM DEVICES \_\_\_\_\_ City Edinburg State TX Zip 78539  
 Physical Address 317 N. Clossner  
 Directions to Subscriber's Location: \_\_\_\_\_

CONDITIONS MONITORED \_\_\_\_\_  
 Fire  Hold-up  Burglar  Panic  Low Battery  Medical  Close  Open  Other cell  
 TYPE OF INSTALLATION \_\_\_\_\_  
 Business  Warehouse  Office  Store  Factory  Other \_\_\_\_\_

CODES ZONES / DESCRIPTIONS (ATTACH SEPARATE SHEET OF PAPER IF NECESSARY)

ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS		VERIFY		AUDIBLE	
			YES	NO	YES	NO	YES	NO

LOCAL AUTHORITIES TO BE NOTIFIED \_\_\_\_\_  
 CODE AUTHORITY NAME TELEPHONE NUMBER  
 \_\_\_\_\_ Local Police Department \_\_\_\_\_  
 \_\_\_\_\_ Local Fire Department \_\_\_\_\_  
 \_\_\_\_\_ Other \_\_\_\_\_  
 \_\_\_\_\_ Other \_\_\_\_\_

AUTHORIZED INDIVIDUALS TO BE NOTIFIED \_\_\_\_\_  
 IN ORDER OF PRIORITY (individuals to be notified in the event of an alarm condition. Calls are made in sequence until contact is made.)

1	NAME	PRIMARY PHONE # (Desc)	ALTERNATE PHONE # (Desc)	CODE WORD
1		( ) ( )	( ) ( )	
2		( ) ( )	( ) ( )	
3		( ) ( )	( ) ( )	
4		( ) ( )	( ) ( )	
5		( ) ( )	( ) ( )	

Phone Descriptions are: B = Beeper, C = Car, D = Digital Pager, H = Home, W = Work, V = Voice Pager

FOR OPEN / CLOSE MONITORING ONLY \_\_\_\_\_  
 Check for appropriate open/close:  
 Log only (no action)  Supervised (action outside specified timed) Action to be taken \_\_\_\_\_  
 Supervised schedule below: use your local time.  

SUN	MON.	TUES.	WED.	THURS.	FRI.	SAT.

 Activity Report  Yes  No  Monthly  
 Early Open Allowance \_\_\_\_\_  
 Late Open Allowance \_\_\_\_\_  
 Late Close Allowance \_\_\_\_\_  
 Mailed to: \_\_\_\_\_

FEES • TERMS • PAYMENTS \_\_\_\_\_  
 INITIAL TERM: 3 Year(s) Annual Fee \$ 300.00 + tax  
3 No. of payments equal payments of \$ 300.00, each payable Annually on the 1st day of every year, beginning July 1, 2015, and continuing regularly and Annually thereafter.  
 Subject to Terms, and Conditions of this Agreement (including those on the reverse side), the Subscriber agrees to subscribe for monitoring by Company.  
**SUBSCRIBER MUST SIGN IN THREE PLACES**  
 ACCEPTED: \_\_\_\_\_  
 By \_\_\_\_\_ Title President  
 Date 6-19-15  
 For Office Use Only Typed by \_\_\_\_\_ Checked by \_\_\_\_\_  
 SIGNATURE OF SUBSCRIBER \_\_\_\_\_ DATE \_\_\_\_\_

WHITE - SUPERIOR ALARMS PINK - CUSTOMER COPY  
 FOR SUPERIOR CENTRAL STATION, INC. USE ONLY REV. A  
 Monitoring Information Approved By \_\_\_\_\_ Date \_\_\_\_\_  
 Monitoring Information Entered By \_\_\_\_\_ Date \_\_\_\_\_  
 Billing Information Completed By \_\_\_\_\_ Date \_\_\_\_\_  
 Billing Information Entered By \_\_\_\_\_ Date \_\_\_\_\_  
 Form Filed in Customer File By \_\_\_\_\_ Date \_\_\_\_\_

# TERMS AND CONDITIONS OF ALARM MONITORING AGREEMENT

## ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER, EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS. COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY TO SUBSCRIBER AND ANYONE CLAIMING THROUGH SUBSCRIBER IS LIMITED TO AND SHALL NOT IN ANY CASE EXCEED THE GREATER OF AN AMOUNT EQUAL TO ONE-HALF (1/2) THE FEE RECEIVABLE BY COMPANY UNDER THIS AGREEMENT OR \$250.00, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AND THIS LIABILITY SHALL BE EXCLUSIVE, COMPANY AND COMPANY'S RELATED PARTIES SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES EXCEPT TO THE EXTENT OF THE LIQUIDATED DAMAGES HEREIN PROVIDED.

F. In the event any third party, including any insurance carrier of Subscriber, a person claiming through Subscriber or any other third party, makes any claim or commences any action against Company related in any manner to the Agreement or the Service regardless of cause or origin, whether based upon or due to alleged defects, acts or omissions, active or passive negligence, strict or product liability, breach of warranty or contract, or otherwise, Subscriber agrees to indemnify Company and to hold Company harmless against all losses in excess of the monetary limits provided in Paragraph D and E of this Section.

G. WHEN SUBSCRIBER AGREES TO INDEMNIFY COMPANY IN THIS AGREEMENT, SUBSCRIBER (AT HIS SOLE COST AND EXPENSE) AGREES TO INDEMNIFY, KEEP INDEMNIFIED, DEFEND AND HOLD COMPANY, AND ANY OF ITS PRESENT OR FUTURE OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, SUBSIDIARIES, AGENTS, SUCCESSORS, ASSIGNEES, CONTRACTORS, LICENSEES OR AFFILIATES AND ANY OTHER PERSON WHOMSOEVER ACTING FOR OR ON BEHALF OF COMPANY (COLLECTIVELY, HEREIN CALLED "COMPANY'S RELATED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, FEES (INCLUDING ATTORNEY'S FEES), COSTS (INCLUDING COSTS OF COURT), AND EXPENSES (COLLECTIVELY, HEREIN CALLED "LOSSES") IN ANY WAY OR MANNER WHATSOEVER ARISING FROM OR ATTRIBUTABLE TO THE MATTER(S) BEING INDEMNIFIED AGAINST EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS. EACH AND EVERY COVENANT BY SUBSCRIBER TO INDEMNIFY AND HOLD COMPANY HARMLESS SHALL SURVIVE THE EXPIRATION, TERMINATION OR CANCELLATION OF THIS AGREEMENT.

## ACKNOWLEDGMENT OF CUSTOMER

SUBSCRIBER SPECIFICALLY ACKNOWLEDGES THAT THE LIMITED LIABILITY ASPECT OF THIS AGREEMENT CONSTITUTES THE ESSENCE OF SAME AND SUBSCRIBER SPECIFICALLY AGREES TO BE BOUND, WITHOUT LIMITATION OR RESERVATION, TO EACH AND EVERY PROVISION OF THE PARAGRAPHS CONTAINED IN THE "LIMITATION ON LIABILITY" SECTION OF THIS AGREEMENT INCLUDING THOSE PARAGRAPHS REDUCING, LIMITING OR ELIMINATING WARRANTIES, REPRESENTATIONS, CONTRACTUAL OBLIGATIONS AND DAMAGES AND REQUIRING INDEMNIFICATION. SUBSCRIBER FULLY UNDERSTANDS THAT EXECUTION OF THIS ACKNOWLEDGEMENT CONSTITUTES A SPECIFIC INDUCEMENT FOR COMPANY TO EFFECTUATE THIS AGREEMENT.

## SUBSCRIBER

### V. Assignment, Transfer or Subcontracting

A. Company may assign its rights, obligations, under this Agreement, in whole or in part, without any written consent of Subscriber. Subscriber hereby consents to and shall acknowledge every such assignment or subcontract as shall be requested by written notice given by Company to Subscriber. Subscriber further covenants and agrees that, (i) any such assignee or subcontractor shall have and be entitled to exercise any and all discretion, rights and powers of Company, under this Agreement, to such subcontractor or assignee's liability shall be limited as set forth in this Agreement to the same extent as Company's (ii) after notice from Company to do so, Subscriber will perform all of his obligations under this agreement for the benefit of the subcontractor or assignee, and will pay all installments of the fee and any and all other amounts payable to Company by Subscriber under this Agreement to such subcontractor or assignee or to any other party designated by such subcontractor of assignee, notwithstanding any defense or claim of whatever nature, either by reason of breach of this Agreement or otherwise which Subscriber may not or hereafter have as against Company (Subscriber reserving the right to have recourse directly against Company on account of any such defenses or claims), and (iii) if Company shall fully assign its right under this Agreement and give written notice thereof to Subscriber, then Company shall be released from and after the date of such Assignment of further responsibility under this Agreement (such provision not altering the provisions of clause (i) above) and, (iv) Subscriber shall execute and deliver to Company and its assignee or subcontractor such documentation or instruments as Company or its assignee or subcontractor may reasonably require.

B. This Agreement is not assignable by Subscriber except upon the written consent of Company, which shall be at Company's sole discretion.

### VI. Miscellaneous

A. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and shall be mailed by first class or express mail, postage prepaid, registered or certified with return receipt requested, or sent by fax, telegram, teletype or other similar form of rapid transmission, or personally delivered to the receiving party. All such communications shall be mailed, sent or delivered at the physical address indicated on the first page of this agreement or at such other address as either party may have furnished the other party in writing. Any communication so addressed and mailed shall be deemed to be given when so mailed, and any notice so sent by rapid transmission shall be deemed to be given when receipt of such transmission is acknowledged by the receiving operator or equipment, and any communication so delivered in person shall be deemed to be given when received by the Subscriber or Company, as the case may be. All invoices by Company notifying Subscriber that an installment of the fee is due shall be mailed by first class mail, postage prepaid, to the billing address of Subscriber indicated in the introductory provision of this Agreement (or such other address as Subscriber has furnished pursuant to the provisions of this Paragraph A) and such invoices so addressed and mailed shall be deemed to be given when so mailed.

B. This Agreement shall be governed by the laws of the State of Texas and the United States of America. This Agreement may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter of this Agreement, and merges and shall supersede all prior agreements, commitments, representations, writings, negotiations and discussions between them except that all acknowledgments, representations and warranties made to Company herein shall survive the execution and delivery of this Agreement. Hearings to Sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provisions thereof. The provisions used in this Agreement shall be construed as masculine, feminine or neuter, singular or plural, as the occasion may require. Unless the context otherwise specifies or requires, the informational terms defined, defined and amplified on the first page of this Agreement shall have the same meaning throughout this Agreement. All schedules or exhibits annexed hereto and all documents referred to herein are hereby incorporated in and made a part of this Agreement as set forth in full herein. Each individual signing this Agreement represents and warrants to every party hereto that he is duly authorized to execute same in the capacity stated and as an act of the entity for whom he signs. This is of the essence of this Agreement and each and every provision thereof, if any provision of this Agreement is held illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable, a provision as similar in terms to such illegal, invalid or unenforceable provision shall be automatically added as a part of this Agreement. No provision shall be deemed parol and unenforceable and control over all other provisions of this Agreement. This Agreement shall be binding on the heirs, personal representatives, successors and assigns of the parties hereto. This agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which, together, shall constitute one and the same instrument. Whenever Company is entitled to consent to any act, matter or thing, "with or without cause" or whenever in this Agreement any act, matter or thing is to be "satisfactory to Company", "acceptable to Company", "approved by Company", or words of similar import, or whenever in this Agreement Company is entitled to act or not to act "in its sole discretion" or otherwise whenever in this Agreement Company is granted discretion, such discretion, acceptance, consent, approval or satisfaction (or lack thereof) may be withheld or exercised by Company, as the case may be, for any reason or for no reason, whether or not such refusal or exercise is arbitrary, uncontrolled or unreasonable, and any such refusal or exercise shall not be subject to appeal or to adjudication by courts of law or otherwise.

C. This Agreement is binding on Company only if signed on the first page of this Agreement by a duly authorized representative of Company. This Agreement may only be altered or modified by a document in writing signed by both parties hereto.

I. Introduction/Provision: This Alarm Monitoring Agreement (hereinafter called this "Agreement") is entered into the date of acceptance thereof by the Company between the Company and the Subscriber indicated on the front page of this Agreement.

### II. Monitoring Service

A. Subscriber has furnished Company on the front page of this Agreement under heading "Authorized Individuals To Be Notified" with a written list, in order of priority, of the names and telephone numbers (hereinafter called a "station") in the singular, and "stations" in the plural) of those responsible parties Subscriber designates (hereinafter notified in sequence until contact is made) Company receives any emergency signal emanating from an alarm protective device (hereinafter called "alarm devices") located on the premises of Subscriber as described under heading "Location of Alarm Devices" on the front page of this Agreement (hereinafter called the "Premises"). Company shall have no responsibility for the failure, neglect or refusal of any party at a station to respond to the condition nor for errors or mistakes made by Subscriber in the names or telephone numbers of the stations. All changes and revisions to stations shall be supplied to Company in writing, signed by Subscriber and shall be effective only after a reasonable time (but not less than 5 days) after the notification is received by Company.

B. Company shall only monitor the occurrence of conditions and events marked under heading "Conditions Monitored" on the front page of this Agreement; and Company disclaims (and Subscriber accepts that Company is disclaiming) any obligation to monitor the occurrence of any other conditions on the Premises. Company agrees only (i) to monitor signals to Company from alarm devices of Subscriber, (ii) to respond to an alarm condition by a direct telephone call to a station or stations designated by the Subscriber, and (iii) to notify the local authorities (depending on the alarm condition reported) listed under heading "Local Authorities to Be Notified" on the front page of this Agreement by direct telephone call. In the event the response received from the Subscriber's designated station so constituted is unsatisfactory in the sole discretion of Company (hereinafter, collectively, call the "Service"); provided, however that Company shall have absolute discretion to determine which appropriate local authorities are to be notified depending on the alarm condition reported; and further provided, and further provided that, Company shall not be required to give notification of an emergency signal from the alarm devices of Subscriber if Company has reasonable grounds to believe that an emergency condition does not exist.

C. This Agreement as to Subscriber shall become effective only when (i) Subscriber shall have completed, to the extent satisfactory to Company, the information required of Subscriber on the front page of this Agreement and shall have signed this Agreement in the two indicated places, (ii) an authorized agent of Company shall have signed this Agreement after completion of the information on the front page required of Subscriber, (iii) Company shall have accepted payment of the initial installment of the fee (as hereinafter defined) to be paid for the Service by Subscriber, and (iv) when the installer (or other qualified individual) of the alarm devices on the Premises of Subscriber shall have sent an acceptable test signal (received and acknowledged as acceptable by Company on the alarm devices of Subscriber which monitors the occurrence of Conditions Monitored).

### III. Monitoring Service Fees and Renewal

A. For the Service required of Company under this Agreement, Subscriber agrees to pay Company the fee (hereinafter call the "fee") set forth under heading "Fees - Payments" on the front page of this Agreement in the manner likewise set forth on the front page of this Agreement. In the event any installment of the fee is not paid within 10 days after due, Company may impose and collect from Subscriber a delinquency charge of 5% of the matured amount or \$5.00, whichever is more.

B. This Agreement shall be for the initial term set forth in the heading "Fees - Payments" on the front page of this Agreement, and shall be automatically renewed for successive like periods of time thereafter on the same terms and conditions (except for the fee and method of payment thereof) to Company unless either Subscriber or Company shall have notified the other of its decision to the contrary at least thirty (30) days prior to the expiration of initial term or the next renewal period of this Agreement, as applicable. If, for any renewed period after the Initial Term, Company shall determine an increase in the fee is appropriate or a change in the method of payment is proper, Company shall notify Subscriber prior to the expiration of the period for cancellation of this Agreement, with respect to the next renewal period, and if this Agreement is not so cancelled by Subscriber, the new fee and new payment schedule shall be deemed accepted by Subscriber and shall be applicable during the next renewal period and all subsequent renewal periods until again changed in accordance with this Agreement.

C. Subscriber shall be in default under this Agreement (i) if Subscriber shall fail to pay any installment of the fee within ten (10) days after due; (ii) if Subscriber shall fail to comply with any term, provision or covenant of this Agreement, other than the payment of installments of the fee, and shall not cure such failure within ten (10) days after written notice thereof to Subscriber; or (iii) to the extent permitted by law, if bankruptcy or insolvency proceedings are commenced against Subscriber.

Upon the occurrence of any of such events of default, Company shall have the option, in its sole discretion to, without any notice or demand whatsoever, (i) terminate this Agreement, discontinue the service to the Subscriber and recover then matured installments of the fee due from Subscriber, and all pre-loss and damage with Company may suffer reason of such termination, including the cost of discontinuance of the Service to Subscriber and (ii) recover then matured installments of the fee due from Subscriber and continue the Service to Subscriber in which case, Company shall be entitled to recover, in addition to the matured installments of the fee due, the fees due under this Agreement for the continued Service. Pursuit by Company of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, not shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any damages accruing to Company by reason of the violation of any of the terms, provisions and covenants of this Agreement. Enforcement by Company to enforce one or more of the remedies herein provided upon default by Subscriber shall not be deemed to constitute a waiver of such default.

### IV. Limitation on Liability

A. Company owns none of the alarm devices located on the Premises and has no responsibility for the condition and/or functioning thereof; and the maintenance, repair, service, replacement or insurance of the alarm devices are not the obligation or responsibility of Company. After written notice (stating an effective date) to Subscriber, this Agreement may be suspended, in Company's sole discretion, should the alarm devices located on the Premises become so disabled or so substantially damaged that further Service to the Subscriber is reasonable impracticable. The Company has and assumes no liability for interruption of service due to strike, riots, floods, fire, casualty, failure of equipment, acts of God, or any other causes beyond the reasonable control of Company. Company will not be required to supply Service to a Subscriber while interruption of Service is due to any such cause whether at the Premises or the monitoring location of Company. Since signals from alarm devices to company are usually received by means of the telephone system, Company shall not be responsible for interruption in Service due to any telephone or telephone service failure. The availability of Service and response times are, in the main, governed by the telephone system; and Company assumes no liability for delays caused by such system regardless of where such failure is located.

B. Subscriber is responsible for complying with any local or other governmental ordinances or laws which may require a license permit, fee or other charge with respect to alarm devices. Subscriber understands that local governments or entities may impose fines, penalties or charges for any false alarm or signal which summons emergency aid unnecessarily. SUBSCRIBER AGREES TO ASSUME ALL RESPONSIBILITY FOR ANY FALSE ALARM OR EMERGENCY SIGNAL GIVEN BY THE ALARM DEVICES ON THE PREMISES. Subscriber agrees to indemnify Company against and hold Company harmless from any losses (as hereinafter defined) with respect thereto. If Company reasonably determines that the alarm devices of Subscriber are generating an excessive number of false alarms or emergency signals, Company may, after written notice to Subscriber, require Subscriber to pay a reasonable surcharge fee for processing false alarms or emergency signals, if Company determines in its sole discretion that excessive generation continues after such notice to Subscriber.

C. EVEN IF THE ALARM DEVICES OF SUBSCRIBER ARE TESTED REGULARLY AND THE COMPONENTS ARE OPERATING IN ACCORDANCE WITH SPECIFICATIONS, THERE CAN BE NO WARRANTY, REPRESENTATION OR GUARANTY THAT IT WILL NOT BE COMPROMISED OR CIRCUMVENTED BEFORE THE ALARM DEVICES COMMUNICATE AN EMERGENCY SIGNAL TO COMPANY OR THAT IT WILL PROVIDE ADEQUATE WARNING IN ANY GIVEN SITUATION. For all these reasons, Subscriber is responsible for insuring life and property with the types and amounts of insurance that Subscriber deems appropriate.

D. Company assumes no liability to Subscriber, or to anyone claiming through Subscriber whatsoever, for the Service, except to the extent specified in Paragraph E below. Subscriber acknowledges and agrees that Company is not an insurer and that the fee is not designed to provide insurance coverage. COMPANY MAKES NO GUARANTY, REPRESENTATION OR WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE TO SUBSCRIBER, THAT THE SERVICE WILL PREVENT LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR ANY OTHER LOSS BY BURGLARY, ROBBERY, FIRE OR OTHERWISE, OR THAT THE SERVICE WILL IN ALL CASES PROVIDE ADEQUATE WARNING OR PROTECTION, NOR DOES COMPANY HAVE OR ASSUME ANY RESPONSIBILITY TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHATSOEVER FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS SUSTAINED AS A RESULT OF ANY CAUSE WHATSOEVER INCLUDING THE NEGLIGENCE PERFORMANCE BY COMPANY OR FAILURE TO PERFORM BY COMPANY ANY OBLIGATION UNDER THIS AGREEMENT. IF COMPANY OR COMPANY'S RELATED PARTIES (AS THAT TERM IS HEREINAFTER DEFINED) SHOULD, NEVERTHELESS, BE FOUND LIABLE TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY, FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER, EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS, COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY IS LIMITED TO AND SHALL NOT IN ANY CASE EXCEED THE GREATER OF AN AMOUNT EQUAL TO ONE-HALF (1/2) THE FEE OR \$250.00, WHICH SHALL BE THE COMPLETE AND EXCLUSIVE REMEDY AGAINST COMPANY AND COMPANY'S RELATED PARTIES.

E. Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damage, if any, which may proximately result from a failure by Company to perform any of the obligations contained in this Agreement, because of, among other things:

- (1) the uncertain amount of value of a Subscriber's property or the property of others kept on the Premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which this Service is designed to detect or avert;
- (2) the uncertainty of the response time of any police or fire department, should the police or fire department be dispatched by Company; and
- (3) the inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform.

SUBSCRIBER UNDERSTANDS AND AGREES THAT IF COMPANY OR COMPANY'S RELATED PARTIES SHOULD BE FOUND LIABLE TO SUBSCRIBER OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY, FOR LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE,

# EQUIPMENT PURCHASE AGREEMENT (COMMERCIAL)

**SUPERIOR ALARMS**  
600 Ash Avenue • McAllen, Texas 78501  
(956) 682-6005 • 1-800-580-6001 • FAX 213-1179

THIS EQUIPMENT PURCHASE AGREEMENT (hereinafter called "this Agreement") is entered into this 19<sup>th</sup> day of June, 2015, by and between **ALAN YODER ENTERPRISES, INC., d/b/a SUPERIOR ALARMS**, a Texas corporation, whose mailing address is 600 Ash Avenue, McAllen, Texas 78501, telephone (956) 682-6005, fax (956) 213-1179 (hereinafter called "Company") and Cherokee County Election Training Facility (hereinafter called "Company") at its address set forth in the introductory Paragraph of this Agreement or such other address as Company may indicate on the attached Rider the sum of 1,280 **DOLLARS** as follows: (a) \$ 1,280 upon execution of this Agreement, (b) \$ 0 upon substantial completion of pre-wiring and any other necessary pre-installation construction; and (c) \$ 1,280 upon substantial completion of the installation of the System or as otherwise provided on the attached Rider. Subscriber, however, understands that it, upon scrutiny of the Premises after Subscriber's execution of this Agreement, Company or one of its authorized contractors determines that the Premises are not suitable for the exact System described in the attached Rider. Company will install and make the System operational using alternative technology at such additional cost as agreed by Company and Subscriber following the inspection. In the event that Subscriber does not desire to utilize such alternative technology or to pay any additional cost, then this Agreement shall terminate as of the date of such decision, neither party shall owe to the other any further duty or obligation under this Agreement; and Subscriber shall be entitled to receive promptly a refund of any amounts previously paid hereunder.

## I. Sales and Installation Agreement

A. Subject to the terms and conditions herein set forth, Company agrees to sell the equipment (hereinafter called the "System") specified on the attached Rider and to install and make operational the System at the location (hereinafter called the "Premises") likewise set forth on the attached Rider. In consideration of such, Subscriber agrees to pay Company at its address set forth in the introductory Paragraph of this Agreement or such other address as Company may indicate on the attached Rider the sum of 1,280 **DOLLARS** as follows: (a) \$ 1,280 upon execution of this Agreement, (b) \$ 0 upon substantial completion of pre-wiring and any other necessary pre-installation construction; and (c) \$ 1,280 upon substantial completion of the installation of the System or as otherwise provided on the attached Rider. Subscriber, however, understands that it, upon scrutiny of the Premises after Subscriber's execution of this Agreement, Company or one of its authorized contractors determines that the Premises are not suitable for the exact System described in the attached Rider. Company will install and make the System operational using alternative technology at such additional cost as agreed by Company and Subscriber following the inspection. In the event that Subscriber does not desire to utilize such alternative technology or to pay any additional cost, then this Agreement shall terminate as of the date of such decision, neither party shall owe to the other any further duty or obligation under this Agreement; and Subscriber shall be entitled to receive promptly a refund of any amounts previously paid hereunder.

B. In order that Company may perform the installation set forth herein, Subscriber shall provide Company with unrestricted access to the Premises at all reasonable times and permit the installation, repair, service and/or maintenance of the System in accordance with the attached Rider and Company's standard practices. Subscriber will also provide adequate space, lighting and electrical power for the installation and activation of the System. Company will install the System in substantial compliance with all applicable building codes and other applicable governmental requirements; and except as may be changed or altered pursuant to Paragraph A above, in accordance with the attached Rider and any details and instructions specified therein.

C. Subject to the terms and conditions herein set forth, Company agrees to install the System within the time indicated on the attached Rider or if no time is set forth, within ten (10) days after this Agreement becomes effective, subject to delays caused by strikes, unavailability of materials, labor shortages, delays in receipt of materials, acts of God, fire, accidents, boycotts, storm or inclement weather, force majeure and other causes beyond Company's control. If Company fails to complete the installation of the System within the applicable time limit (unless such failure results from force majeure or other causes beyond Company's control), Subscriber (as his sole remedy) may either terminate this Agreement by giving Company notice of such decision within five (5) days after the expiration of the applicable time limit, in which event Subscriber shall be entitled to receive promptly a refund of any amount previously paid hereunder and neither party shall owe to the other any further duty or obligation hereunder, or waive such failure and continue this Agreement, but with no change in Subscriber's obligations under this Agreement and with no reduction in the purchase price for the System. Subscriber's failure to give timely notice of cancellation as provided in the just preceding sentence shall be deemed an election to continue this Agreement. If Subscriber is responsible for any substantial delay in installing the System, Company may, at its sole discretion, increase the purchase price for the System by ten (10%) percent per delay, as liquidated damages and not a penalty, or terminate this Agreement pursuant to Section V hereof.

D. Company shall have a security interest in the System sold hereunder until it is fully paid; and Subscriber agrees to perform all acts which may be necessary to perfect Company's security interest in the System. Should Subscriber default in any payment for the System, Subscriber authorizes and empowers Company to remove the System (to the extent allowed by law) from the Premises, to disconnect the System or to render the System incapable of communicating with any monitoring facilities by direct or remote programming or through any other means, and to enforce any and all of Company's rights as a secured party under the Uniform Commercial Code-Secured Transaction; and the exercise of such rights shall not be deemed a waiver of Company's right to damages sustained as a result of Subscriber's default or any other legal remedies or rights. Furthermore and unless otherwise required by law, Company shall be in no way obligated to repair, restore or reoccupate the Premises in the event the System is removed pursuant to this Agreement; and Subscriber hereby releases Company for all such foregoing expenses, loss and damage incurred by the Subscriber in this regard. Risk of loss or damage to the System shall pass to Subscriber upon delivery to the Premises, whether installed or not. Subscriber agrees that the System, upon installation, shall remain personal property; and in no event shall the System be deemed to be realty, whether affixed to Premises or not.

## II. Subscribers Use of System

A. Subscriber shall follow all of Company's instructions regarding the maintenance and use of the System; and Subscriber will not allow or permit alteration of the System except in a manner approved in writing by Company. Subscriber shall test the System for proper operation at least once a month.

B. Subscriber is responsible for complying with any local or other governmental ordinances or laws which may require a license, permit, fee or other charge with respect to the System. Unless otherwise provided in the attached Rider, Subscriber shall also reimburse Company for any building permits and other fees Company is required to pay under local or other governmental ordinances or laws in order to install the System at the Premises.

C. If Company reasonably determines that the System is generating an excessive number of false alarms or signals which may adversely affect the monitoring facilities or subject Company to liability under a contract with a monitoring facility, Company may, after notice to Subscriber, require Subscriber to pay a reasonable surcharge fee for processing false alarms or signals, if such excessive generation continues.

## III. LIMITED WARRANTY OF COMPANY ON SYSTEM

Company shall not have any liability to Subscriber or to anyone claiming through Subscriber whatsoever with respect to the System except under the Limited Warranty, as follows:

Company ("Warrantor") warrants to the Subscriber ("You") the System to be free from defects in materials and workmanship for one year from date of the original installation

under normal use and service. Warrantor's obligation is limited to repairing or replacing, with reconditioned parts, at its option, free of charge for parts and labor, any component of the System proven to be defective in materials or workmanship under normal use and service. This Limited Warranty, however, is not transferable and obligations under it terminate if the System is resold by You. This Limited Warranty does not cover defects caused by: physical abuse to, or misuse of, the System or operation thereof in a manner contrary to the accompanying instructions.

Should it appear that a defect in material or workmanship in the System exist, You should outline all pertinent detail in a written notice and deliver the notice to Company at the address of Company indicated in the introductory paragraph of this Agreement. Following receipt of the notice a representative of Company will make an inspection of the System; and if a defect in material or workmanship exist in the System, remedial correction action will be scheduled (and taken) within ten (10) calendar days after your notice.

**THERE ARE NO EXPRESSED WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF. ALL IMPLIED WARRANTIES, OBLIGATIONS OR LIABILITIES MADE BY WARRANTOR TO YOU IN CONNECTION WITH THE SYSTEM, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, ARE LIMITED IN DURATION TO A PERIOD OF ONE YEAR FROM THE DATE OF ORIGINAL PURCHASE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.**

**IN NO CASE SHALL WARRANTOR BE LIABLE TO YOU OR TO ANYONE CLAIMING THROUGH YOU FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR BREACH OF THIS OR ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, OR UPON ANY OTHER BASIS OF LIABILITY WHATSOEVER, EVEN IF THE LOSS OR DAMAGE IS CAUSED BY WARRANTOR'S OWN NEGLIGENCE OR FAULT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.**

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. This Limited Warranty replaces any and all previous warranties, and is the only warranty made by Warrantor on the System.

## IV. Limitation of Liability

A. Subscriber understands that local governments or other governmental entities may impose fines, penalties or charges for any false alarm or signal which summons emergency aid unnecessarily. **SUBSCRIBER AGREES TO ASSUME ALL RESPONSIBILITY FOR ANY FALSE ALARM OR EMERGENCY SIGNAL GIVEN BY THE SYSTEM ON THE PREMISES.** Subscriber agrees to indemnify Company against and hold Company harmless from any Losses (as hereinafter defined) with respect thereto.

**B. EVEN IF THE SYSTEM OF SUBSCRIBER IS TESTED REGULARLY AND THE COMPONENTS ARE OPERATING IN ACCORDANCE WITH SPECIFICATIONS, THERE CAN BE NO WARRANTY, REPRESENTATION OR GUARANTY THAT THE SYSTEM WILL NOT BE COMPROMISED OR CIRCUMVENTED BEFORE THE SYSTEM COMMUNICATES AN EMERGENCY SIGNAL TO MONITORING FACILITY OR THAT IT WILL PROVIDE ADEQUATE WARNING IN ANY GIVEN SITUATION.** For all these reasons, Subscriber is responsible for insuring the and property with the types and amounts of insurance that Subscriber deems appropriate.

C. Company assumes no liability to Subscriber, or to anyone claiming through Subscriber whatsoever for the System and its operation, except to the extent specified in Section III above. Subscriber acknowledges and agrees that Company is not an insurer and that the purchase price for the System is not designed to provide insurance coverage. **COMPANY MAKES NO GUARANTY, REPRESENTATION OR WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, TO SUBSCRIBER, THAT THE SYSTEM WILL PREVENT LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGES, ECONOMIC OR ANY OTHER LOSS BY BURGLARY, ROBBERY, FIRE OR OTHERWISE, OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE ADEQUATE WARNING OR PROTECTION, NOR DOES COMPANY HAVE OR ASSUME ANY RESPONSIBILITY TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHATSOEVER FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS SUSTAINED AS A RESULT OF ANY CAUSE WHATSOEVER INCLUDING THE NEGLIGENCE PERFORMANCE BY COMPANY OR FAILURE TO PERFORM BY COMPANY ANY OBLIGATION UNDER THIS AGREEMENT. IF COMPANY OR COMPANY'S RELATED PARTIES (AS THAT TERM IS HEREINAFTER DEFINED) SHOULD, NEVERTHELESS, BE FOUND LIABLE TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY, FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM**

**THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER, EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS, COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY IS LIMITED TO AND SHALL NOT EXCEED \$1,000.00, WHICH SHALL BE THE COMPLETE AND EXCLUSIVE REMEDY AGAINST COMPANY AND COMPANY'S RELATED PARTIES.**

D. Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure by Company to perform any of the obligations contained in this Agreement, including, but not limited to: installation, service, maintenance or the failure of the System to properly operate with resulting loss to Subscriber because of, among other things:

- (1) the uncertain amount of value of Subscriber'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 is designed to detect or avert;
- (2) the uncertainty of the response time of any police or fire department, should the police or fire department be dispatched by a monitoring facility or an audible device sounding;
- (3) the inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by the failure of the System; and
- (4) the nature of the service to be performed by Company.

**SUBSCRIBER UNDERSTANDS AND AGREES THAT IF COMPANY OR COMPANY'S RELATED PARTIES SHOULD BE FOUND LIABLE TO SUBSCRIBER OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY, FOR LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER, EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS, COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY TO SUBSCRIBER AND ANYONE CLAIMING THROUGH SUBSCRIBER IS LIMITED TO AND SHALL NOT IN ANY CASE EXCEED \$1,000.00, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AND THIS LIABILITY SHALL BE EXCLUSIVE. COMPANY AND COMPANY'S RELATED PARTIES SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.**

E. In the event any third party (including any insurance carrier of Subscriber, a person claiming through Subscriber or any other third party), makes any claim or commences any action against Company related in any manner to this Agreement or the System regardless of cause or origin, whether based upon or due to alleged defects, acts or omissions, active or passive negligence, strict or product liability, breach of warranty or contract, or otherwise, Subscriber agrees to indemnify Company and to hold Company harmless against all losses in excess of the monetary limits provided in Paragraph C and D of this Section.

F. **WHEN SUBSCRIBER AGREES TO INDEMNIFY COMPANY IN THIS AGREEMENT, SUBSCRIBER (AT HIS SOLE COST AND EXPENSE) AGREES TO INDEMNIFY, KEEP INDEMNIFIED, DEFEND AND HOLD COMPANY, AND ANY OF ITS PRESENT OR FUTURE OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, SUBSIDIARIES, AGENTS, SUCCESSORS, ASSIGNEES, CONTRACTORS, LICENSEES, OR AFFILIATES AND ANY OTHER PERSON WHOMSOEVER ACTING FOR OR ON BEHALF OF COMPANY (COLLECTIVELY, HEREIN CALLED "COMPANY'S RELATED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, FEES (INCLUDING ATTORNEY'S FEES), COSTS (INCLUDING COSTS OF COURT), AND EXPENSES (COLLECTIVELY, HEREIN CALLED "LOSSES") IN ANY WAY OR MANNER WHATSOEVER ARISING FROM OR ATTRIBUTABLE TO THE MATTER(S) BEING INDEMNIFIED AGAINST EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS. EACH AND EVERY COVENANT BY SUBSCRIBER TO INDEMNIFY AND HOLD COMPANY HARMLESS SHALL SURVIVE THE EXPIRATION, TERMINATION OR CANCELLATION OF THIS AGREEMENT.**

#### **ACKNOWLEDGEMENT OF CUSTOMER**

SUBSCRIBER SPECIFICALLY ACKNOWLEDGES THAT THE LIMITED LIABILITY ASPECT OF THIS AGREEMENT CONSTITUTES THE ESSENCE OF SAME AND SUBSCRIBER SPECIFICALLY AGREES TO BE BOUND, WITHOUT LIMITATION OR RESERVATION, TO EACH AND EVERY PROVISION OF THE PARAGRAPHS CONTAINED IN THE "LIMITATION ON LIABILITY" SECTION OF THIS AGREEMENT INCLUDING THOSE PARAGRAPHS REDUCING, LIMITING OR ELIMINATING WARRANTIES, REPRESENTATIONS, CONTRACTUAL OBLIGATIONS AND DAMAGES AND REQUIRING INDEMNIFICATION. SUBSCRIBER FULLY UNDERSTANDS THAT EXECUTION OF THIS ACKNOWLEDGEMENT CONSTITUTES A SPECIFIC INDUCEMENT FOR COMPANY TO EFFECTUATE THIS AGREEMENT.

#### V. Customer Default; Company's Remedies:

A. Subscriber will be in default and breach of this Agreement if Subscriber fails to pay to Company any fees, charges or other amounts as and when due; or Subscriber fails to perform any of Subscriber's other obligations under this Agreement and Subscriber's failure to perform continues for three calendar days after Company gives Subscriber notice.

B. If Subscriber is in default or breach of this Agreement, in addition to any other remedies provided herein or by law, Company may do any or all of the following without releasing Subscriber:

- (1) by notice to Subscriber, terminate this Agreement;
- (2) by notice to Subscriber, declare immediately due and payable all consideration to be paid by Subscriber under this Agreement.

All remedies provided for herein are deemed to be cumulative. Pursuit by Company of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any damages accruing to Company by reason of the violation of any of the terms, provisions and covenants of this Agreement. Forbearance by Company to enforce one or more of the remedies herein provided upon default by Subscriber shall not be deemed or construed to constitute a waiver of such default.

#### VI. Contract For Monitoring Service

Subscriber understands that Company does not provide monitoring of emergency signals emanating from the System, and if that service is desired by Subscriber, Subscriber is responsible for contracting with a monitoring facility. Superior Central Station, Inc. provides monitoring service to most of Company's customers; but Subscriber is not required to utilize that entity. Which ever monitoring service Subscriber chooses, if any, the alarm monitoring service agreement with that entity will prescribe the terms and conditions under which the System will be monitored; and Company has no responsibility for that operation and function.

#### VII. Miscellaneous

A. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and shall be mailed by first class or express mail, postage prepaid, registered or certified with return receipt requested, or sent by tele, telegram, telecopy or other similar form of rapid transmission, or personally delivered to the receiving party. All such communications shall be mailed, sent or delivered at the physical addresses of Subscriber and Company indicated in the introductory Paragraph of this Agreement or at such other address as either party may have furnished the other party in writing. Any communication so addressed and mailed shall be deemed to be given when so mailed, and any notice so sent by rapid transmission shall be deemed to be given when receipt of such transmission is acknowledged by the receiving operator or equipment, and any communication so delivered in person shall be deemed to be given when receipted for by Subscriber or Company or a duly authorized agent thereof, as the case may be. All invoices by Company notifying Subscriber that an installment is due may be mailed by first class mail, postage prepaid, to the address of Subscriber indicated in the introductory Paragraph of this Agreement (or such other address as Subscriber has furnished pursuant to the provisions of this Paragraph A) and such invoices so addressed and mailed shall be deemed to be given when so mailed.

B. This Agreement shall be governed by the laws of the State of Texas and the United States of America. This Agreement may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter of this Agreement, and merges and shall supersede all prior agreements, commitments, representations, writings, negotiations and discussion between them except that all acknowledged agreements, representations and warranties made to Company herein shall survive the execution and delivery of this Agreement. Headings to Sections of this Agreement have been inserted for convenient reference only and except for the Section III heading shall not modify, define, limit or expand the express provisions hereof. The pronouns used in this Agreement shall be construed as masculine, feminine or neuter, singular or plural, as the occasion may require. All Riders, schedules or exhibits annexed hereto and all documents referred to herein are hereby incorporated in and made a part of this Agreement as set forth in full herein. Each individual signing this Agreement represents and warrants to every party hereto that he is duly authorized to execute same in the capacity stated and as an act of the entity for whom he signs. Time is of the essence to this Agreement and each and every provision thereof. If any provision of this Agreement is held illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provisions, there shall be automatically added as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. This provision shall be deemed paramount and control over all other provisions of this Agreement. This Agreement shall be binding on the heirs, personal representatives, successors and assigns of the parties hereto. This Agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which, together, shall constitute one and the same instrument. Whenever Company is entitled to consent to any act, matter or thing, "with or without cause", or whenever in this Agreement any act, matter or thing is to be "satisfactory to Company", "acceptable to Company", "approved by Company", or words of similar import, or whenever in this Agreement Company is entitled to act or not to act "in its sole discretion" or otherwise whenever in this Agreement Company is granted discretion, such discretion, acceptance, consent, approval or satisfaction (or lack thereof) may be withheld or exercised by Company, as the case may be, for any reason or for no reason, whether or not such refusal or exercise is arbitrary, uncontrolled or unreasonable, and any such refusal or exercise shall not be subject to appeal to or to adjudication by courts of law or otherwise.

C. This Agreement is binding on Company and shall be effective only if signed by a duly authorized representative of Company.

SUBSCRIBER

COMPANY

ALAN YODER ENTERPRISES, INC.

By: 

Name: For Sales Rep.  
Title: Sales Rep.

Subscriber