

**Requisition  
W.I.C. PROGRAM**

Req # 00282678

PO #

Date: 08/18/15

Bill To: x  
x

**Vendor :** 399140  
ALARM SECURITY GROUP LLC  
ASG SECURITY  
P.O. BOX 650837  
DALLAS TX 75265-0837

**Ship To:** W.I.C. PROGRAM  
3105 W. UNIVERSITY DR  
EDINBURG TX 78539

**Contact:** mgonzalez  
956-381-4646

**Contract No:**

**Special Instructions:**  
CC: AI-50578 7/28/15

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	EACH	REMOVE ALARM & RE-INSTALL AT THE ALTON WIC CLINIC#2, 3519 W.MAIN, TO NEW LOCATION 3503 5 MILE LINE STE.5,6,7. MISSION, TX DO NOT DUPLICATE ORDER	885.00	885.00
2.00		REMOVE ALARM & RE-INSTALL AT THE ALTON WIC CLINIC#2, 3519 W.MAIN, TO NEW LOCATION 3503 5 MILE LINE STE.5,6,7. MISSION, TX	19.00	38.00
1.00	EACH	BURGLARY ALARM ING SERVICES FOR 2 MONTHS AUG. & SEPT. 2015 ADMINISTRATIVE FEE	3.99	3.99
		Account No _____	Encumbrance	
		5-1292-441-00-350-001-5-413	926.99	
			Freight	.00
			Total	926.99

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

282678

COMMERCIAL PURCHASE, LEASE AND SERVICES AGREEMENT



Local ASG Office
314 Ash Street
McAllen, Texas 78501

Customer Billing Information
HIDALGO COUNTY WIC
3105 W UNIVERSITY DR. HOENBURG TX 78339



THIS AGREEMENT made this 13 day of AUG 2015, by and between Alarm Security Group LLC (ASG Security), hereinafter called the "Company" and HIDALGO COUNTY WIC, hereinafter called the "Client", at (site address) 3303 W MAIN ST STR 5,6&7 MISSION TX MARGARITA GONZALEZ 936-381-4632

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

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

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

- Burglar Alarm Monitoring \$19.00
Panic/Hold-Up Monitoring
Fire Alarm Monitoring
Sprinkler Alarm Monitoring
Elevator Monitoring
ASG Connect
ASG Video
ASG Managed Access
Cellular/Radio Service
DataLink
Burglar Alarm Maintenance
Fire Alarm Maintenance
Access Control Maintenance
Video Surveillance System Maint.
Opening/Closing Log Only
Opening/Closing w/Schedules
O/C Reports
Fire Alarm Maint. (inc. Test&Ins)
Sprinkler Alarm Maintenance
Sprinkler Test & Inspect
Fire Alarm Insp
FA Sens Test
Other:
Administration Fee\* \$3.99

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

2A. System/Equipment Purchase: The total price ("Price") of the equipment inclusive of the installation (if applicable) thereof shall be \$ 885.00 Dollars plus applicable taxes. The terms of payment are as follows: Deposit \$ ; upon Equipment Delivery \$ ; upon 100% completion \$ . In the event of changes in cost of the System if requested by the Customer or as required by local jurisdiction being supplied prior to the date of installation, Company reserves the right to adjust the price accordingly. Client shall be responsible for and shall pay to the Company the cost of any addition, changes and variances in the System, as herein controlled for or as installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interests or inspection and rating bureaus that may be requested or required by or of the Client after the date of the execution of this Agreement. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT.

2B. If Company Owned System: (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of \$ for installation plus tax (if applicable) and the sum of \$ per month plus tax (if applicable), payable [ ] monthly; [ ] quarterly; [ ] semi-annually; [ ] annually ("payment cycle") in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of installation, for a period of five (5) years from the date service commences. The total monthly charge is subject to increase as set forth in subparagraphs (9.0). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) years period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement. \*A monthly administration fee shall apply for both monthly and quarterly invoiced Clients (non-ACH or non-automatic credit card or bank draft payments).

2C. Monthly Services: (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of \$ 19.00 Service/Monitoring Fee plus tax (if applicable) per month, payable [X] monthly; [ ] quarterly; [ ] semi-annually; [ ] annually ("payment cycle"). In advance on the first day of the said payment cycle, commencing with the payment cycle following completion of the installation for a period of five (5) years from the date the service commences. The total monthly charge is subject to increase as set forth in subparagraphs (9.0), (9.1), (9.2) and (9.3). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) years period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement. A monthly administration fee shall apply for both monthly and quarterly invoiced Clients (non-ACH or non-automatic credit card or bank draft payments).

3. Company's Liability/Disclaimer Warranties: COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLDUP, FIRE, OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. CLIENT ACKNOWLEDGES AND AGREES THAT THE COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; NOR HAS CLIENT RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. CLIENT FURTHER ACKNOWLEDGES AND AGREES; THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE PACK HEREON. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT COMPANY IS NOT AN INSURER; THAT CLIENT ASSUMES ALL RISK OF LOSS OR DAMAGE TO CLIENT'S PREMISES OR TO THE CONTENTS THEREOF; AND THAT CLIENT HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPH 17 AND IS WHICH SET FORTH LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE EVENT OF ANY LOSS OR DAMAGE TO CLIENT OR ANYONE ELSE.

Schedule of Equipment to be Installed
Soo Attachment: (if applicable) Schedule of Equipment and Pricing.
ASG SECURITY (Alarm Security Group LLC)
Julio Montenegro
Sales Representative (Print/Signature)
Accepted by:
Client's Authorized Signature
HIDALGO COUNTY WIC
Client's Name
Printed Name
Title
Date
Business Telephone

THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNLESS APPROVED IN WRITING BY AN AUTHORIZED SIGNATORY OF COMPANY. IN THE EVENT OF NON-APPROVAL, THE SOLE LIABILITY OF COMPANY SHALL BE TO REFUND THE CLIENT THE AMOUNT THAT HAS BEEN PAID TO COMPANY BY CLIENT UPON THE SIGNING OF THIS AGREEMENT.

AL: San Angelo Security-1416-1577
AR: E-M 2D130041
AZ: 16188-0
CA: 82037241
CT: EL0.0106138
DC: EC9501443; 98009276
DE: 02-71; FAL-0221; FAL-0283
FL: EFO000143
GA: LW2065376
LA: F162; USA Fin & Burglar F1753
MA: 277C; 85-002002
MD: 107-714; 10863278; MSD-319
NE: NGA&B; 2460-GSA; 2484-GSA; 16377-SPLV
NJ: 34BF00000000; 631309
NV: 3727663
NY: 1200309020
OH: E3 82 1870
OK: 1036; TNT Security-1892
PA: PA062390
RI: 4203; TSC-1848
SC: 8A4-1360A; FAO-1367A
TN: San Angelo Security-1831
TX: B11106; AGR-22-42; EOR-1767; HCR-410; San Angelo Security-817077
UT: 6300217 6501
VA: 11-3005; 2705 096233A
Other License #

In the State of Texas, Company is licensed and regulated by the Texas Department of Public Safety, Private Security Bureau. Complaints may be directed to: 3301 Street Tower Blvd, Austin, TX 78712-1171, 512-411-7710. In the State of New York, Company is licensed and regulated by the Alarm System Licensing Board. Complaints may be directed to: 1997 Governor's Plaza, Suite 204, Albany, NY 12212 913-733-3336.

THIS IS A CONTRACT - READ ALL PAGES CAREFULLY

option #1

pg 1 of 2 Remove & Reinstall security



Schedule of Equipment

The Schedule of Equipment outlines the scope of equipment or services to be provided and/or installed, and is hereby part of Commercial Purchase, Lease and Services Agreement dated the 19 day of AUG, 2015, between ASG Security (Company) and HIDALGO COUNTY WIC ("Client"), located at:

3503 W MAIN ST STE 5,6&7 MISSION TX

MARGARITA GONZALEZ 956-381-8632

SCOPE OF WORK / SERVICES TO BE PROVIDED:

REMOVE SECURITY SYSTEM FROM 3519 W MAIN ST MISSION TX AND REINSTLL AT 3503 W MAIN ST STE 5,6&7 MISSION TEXAS

REMOVE ( GEM 8 PANEL / KEYPAD / INT,EXT SIRENS,/ 2 MOTION DETECTORS )

REINSTALL ( GEM 8 PANEL/ KEYPAD / INT ,EXT SIRENS / 2 MOTIONS)

ADD TO SYSTEM

4- DOOR CONTACTS

1- WINDOE CONTACT

1- REPLACE BACK UP BATTERY

WIRING FOR ALL DEVICES AND REMOVAL & REINSTALLTION LABOR

MONTHLY SERVICE \$19.00 (TAX EXEMPT)

INSTALLATION COST	\$ 885.00
1 MONTH OF SERVICE	\$19.00
<b>TOTAL SALE</b>	<b>\$ 904.00 BILL ON COMP OF JOB</b>

\*\* CANCEL SERVICE AT 3519 W MAIN ST MISSION TX

18. THIRD PARTY IDMNIFICATION :IN THE EVENT ANY PERSON ,NOT A PARTY TO THIS AGREEMENTSHALL MAKE ANY CLAIM ,OR FILE ANY ;AWSUIT AGAINST COMPANY FOR ANY REASON RELATING TO COMPANYS DUTIES AND OBLIGATIONSPURSUAUNT TO THIS AGREEMENT ,INCLUDING BUT NOT LIMITE TO THE DESIGN INSTALLATION , MAINTENCE,OPERATION OR NON OPERATION OF THE SYSTEM,TO THE EXTENT PROVIDEDFOR UNDER THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, CLIENT AGREES TO IDEMNIFY, DEFEND AND HOLD COMPANY HARMLESS FROM ANY AND ALL CLAIMS AND LAWSUITS, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSBS, COSTS AND ATTORNEYS FEES . WHEATHER THESE CLAIMS BE PASSED UPON ALLEGED INTENTIONAL CONDUCT,ACTIVE OR PASSIVE NEGLIGENCE ,EXPRESS OR IMPLIED CONTRACT OR WARRANTY , CONTRIBUTION OR INDEMNIFACATION, OR STRICT OR PRODUCT LIABILITY ON THE PART OF THE COMPANY ,ITS AGENTS , SERVANTS ASSIGNS OR EMPLOYEES .

THIS AGREEMENT BY CLIENT TO INDEMNIFY COMPANY AGAINST THIRD PARTY CLAIMS AS HEREIN ABOVE SET FORTH SHALLNOT APPLY TO LOSSES ,DAMAGES AND LIABILITY RESULTING IN INJUKY OR DEATH TO THIRDPERSONS OR INJURY TO PROPERTY OF THIRD PERSONS , WHICH LOSSES , DAMAGES AND LIABILITY OCCUR WHILE AN EMPLOYBE OF COMPANY IS ON CLIENTS PREMISES AND WHICH LOSSES ,DAMAGES AND LIABILITY ARE SOLELY AND DIRECTLY CAUSED BY THE ACTS OF SAID EMPLOYEES .

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

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

pg 2 of 2 REMOVE & REINSTALL SECURITY

Zimbra

evangelina.garcia@co.hidalgo.tx.us

**RE: Review Of ASG Agreement-Precinct One**

**From :** Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Thu, Oct 10, 2013 11:04 AM  
**Subject :** RE: Review Of ASG Agreement-Precinct One 2 attachments  
**To :** 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>  
**Reply To :** victor garza <victor.garza@da.co.hidalgo.tx.us>

Ms. Garcia,

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

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

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

**Cancellation Request Form**



★ Billing Account # \_\_\_\_\_ (if you have it)

★ Cancellation Effective Date: \_\_\_\_\_

This form serves as notice to ASG Security of my intentions to cancel my alarm

Monitoring agreement at the following address:

★ Street Address \_\_\_\_\_

City, State, Zip code \_\_\_\_\_

Reason of Cancellation

Form may be emailed( [drobinson@asgsecurity.com](mailto:drobinson@asgsecurity.com) ) , faxed (301-210-4832) or mailed.

★ <input type="checkbox"/> Moving	<input type="checkbox"/> Owner Deceased
<input type="checkbox"/> Remodeling	<input type="checkbox"/> Closed Location
<input type="checkbox"/> Selling Location	<input type="checkbox"/> Switching companies
<input type="checkbox"/> Does Not Use system	<input type="checkbox"/> Relocation
<input type="checkbox"/> Other _____	

Contact Phone# \_\_\_\_\_

Date: \_\_\_\_\_

★ Print Name: \_\_\_\_\_

Title (if Business): \_\_\_\_\_

Signature: \_\_\_\_\_