



COMMERCIAL PURCHASE, LEASE AND SERVICES AGREEMENT

Local ASG Office
314 Ash Street
McAllen, Texas 78501

Customer Billing Information
HIDALGO COUNTY LOCATIONS



THIS AGREEMENT made this 23RD day of OCTOBER 2013, by and between Alarm Security Group LLC (ASG Security), hereinafter called the "Company" and HIDALGO COUNTY PRECINT 1, hereinafter called the "Client", at (site address) 1902 JOE STEPHENS WESLACO, TX

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

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

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

- Checkboxes for services: Burglar Alarm Monitoring (\$26.50), Fire Alarm Monitoring, Cellular/Radio Service, Fire Alarm Maint. (inc. Test&Ins), etc.

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

2A. System/Equipment Purchase: The total price ("Price") of the equipment inclusive of the installation (if applicable) thereof shall be \$... Dollars plus applicable taxes.

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...

2C. Monthly Services: (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of \$ 25.00 Service/Monitoring Fee plus tax (if applicable) per month, payable [ ] monthly, [ ] quarterly, [ ] semi-annually, [ ] annually ("payment cycle")...

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...

Schedule of Equipment to be Installed

See Attachment (if applicable) Schedule of Equipment and Pricing. SEE PG 3 FOR AMENDMENT 1 TO AGREEMENT

Signature lines for ASG SECURITY and Client. Includes fields for Sales Representative, Company Authorized Signature, Title, Date, Client's Authorized Signature, Client's Name, Printed Name, Title, Business Telephone, Date.

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

AL: 15-1577 FL: EQ13000420 NC: NCASLE: 1961-CSA, 22653-SP-1-V OK: 1056, TNT Security-1881 TX: BI 1180, ACR-2242, ECR-1767, FCR-410, San Angelo Security-B17827
AR: E-M 30132041 CA: LVA20586 NJ: 14BFD0000500; 661309 OR: P5D57714 UT: 6305 21 7-4501
CA: 7261 LA: F1891, USA Fire & Burglar-F1753 NM: 37393 PA: PAG2390 VA: 133605; 2703 098253A
DC: B2C201543 MA: 16082, SCS CD 000786 NY: 120330992D RI: 4820, TSC-1848 WA: NP04 575
DE: 01-71, FAL-0211, FAL-0236 MD: 107-714 OH: 53 89 1620 SC: BAC-13313 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 3843 North Lamar Blvd., Austin, TX 78752-6422, 312-436-7714. In the State of North Carolina, Company is licensed and regulated by the Alarm System Licensing Board. Complaints may be directed to: 4941 Glenwood Ave., Suite 200, Raleigh, NC 27612 919-783-3378.

THIS IS A CONTRACT - READ ALL PAGES CAREFULLY

4. **Change to the System; Cost of Repairs; Additional Protection; Risk of Loss:** The cost of any additions, changes and variances in this system, as herein contracted for or as originally installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interest or inspection and rating bureau, are to be paid by Client. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN. AT AN ADDITIONAL COST TO CLIENT. All risk of loss or damage to the system shall be borne exclusively by Client whose obligation hereunder shall be limited to any loss or damage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. **Increase in Monthly Charge:** Company shall have the right, at any time, to apply a monthly administrative billing fee (see non-payment Clause) and/or increase the monthly charges provided herein by a percentage not to exceed 20% per year since the date of the last such increase, with the exception of telephone company line charges, and municipal fees and charges, which hereinafter are imposed on Company and which relate to the services provided under this Agreement, and Client agrees to pay such increased monthly charges.

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

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

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

11. **Title to Premises; Removal of System; Client Owned System:** Client acknowledges and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed hereunder, including but not limited to transmitters, detectors sensors, bell boxes and control shall at all times remain the sole property of Company. Upon the expiration of this Agreement or upon any default as herein set forth, Company is authorized to enter upon premises of Client and to remove all of the Company owned equipment from Client's premises without prejudice to its right to remove the same to the extent necessary to facilitate the removal of the same. Client shall, in such event, return the said Company owned equipment to Company in good condition, reasonable wear and tear excepted. If the Client requests for the Company owned equipment to remain in place or refuse to allow the Company to remove the Company owned equipment, the Client acknowledges there will be a charge applied (equipment charge) equal to the current market value for all major components, and of the Client agrees to these charges.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27. **Entire Integrated Agreement; Modification; Alterations; Waiver:** This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This signed Agreement supersedes all prior representations, understandings or agreements of the parties both written and verbal and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver or breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. Any modifications or alterations to the standard terms and conditions contained herein cannot be initiated and acknowledged by both parties.



### Schedule of Equipment

The Schedule of Equipment outlines the scope of equipment or services to be provided and/or installed, and is hereby part of Commercial Purchase, Lease and Services Agreement dated the 23RD day of OCTOBER, 2013, between ASG Security (Company) and HIDALGO COUNTY PRECINT 1 ("Client"), located at:

1902 JOE STEPHENS WESLACO, TX

#### SCOPE OF WORK / SERVICES TO BE PROVIDED:

##### Amendment to "18. Third Party Indemnification"

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

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

ASG SECURITY (Alarm Security Group LLC)	Accepted by:
_____ Sales Representative (Print/Signature)	_____ Client's Authorized Signature
_____ Company Authorized Signature	HIDALGO COUNTY PRECINT 1 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.

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.  
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**COMMERCIAL PURCHASE, LEASE AND SERVICES AGREEMENT**



Local ASG Office  
314 Ash Street  
McAllen, Texas 78501

Customer Billing Information  
HIDALGO COUNTY LOCATIONS



THIS AGREEMENT made this 23RD day of OCTOBER 2013, by and between Alarm Security Group LLC (ASG Security), hereinafter called the "Company" and HIDALGO COUNTY PRECINT 1 - OFFICE, hereinafter called the "Client", at (site address) 1902 JOE STEPHENS WESLACO, TX

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

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

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

- |  |         |   |       |  |        |
|--|---------|---|-------|--|--------|
| <input checked="" type="checkbox"/> Burglar Alarm Monitoring | \$26.50 | <input type="checkbox"/> Cellular/Radio Service           | _____ | <input type="checkbox"/> Fire Alarm Maint. (inc. Test&Ins) | _____  |
| <input type="checkbox"/> Panic/Hold-Up Monitoring            | _____   | <input type="checkbox"/> DataLink                         | _____ | <input type="checkbox"/> Sprinkler Alarm Maintenance       | _____  |
| <input type="checkbox"/> Fire Alarm Monitoring               | _____   | <input type="checkbox"/> Burglar Alarm Maintenance        | _____ | <input type="checkbox"/> Sprinkler Test & Inspect          | _____  |
| <input type="checkbox"/> Sprinkler Alarm Monitoring          | _____   | <input type="checkbox"/> Fire Alarm Maintenance           | _____ | <input type="checkbox"/> Fire Alarm Insp                   | _____  |
| <input type="checkbox"/> Elevator Monitoring                 | _____   | <input type="checkbox"/> Access Control Maintenance       | _____ | Billed:  | _____  |
| <input type="checkbox"/> ASG Connect                         | _____   | <input type="checkbox"/> Video Surveillance System Maint. | _____ | <input type="checkbox"/> FA Sens Test                      | _____  |
| <input type="checkbox"/> ASG Video                           | _____   | <input type="checkbox"/> Opening/Closing Log Only         | _____ | Billed:  | _____  |
| <input type="checkbox"/> ASG Managed Access                  | _____   | <input type="checkbox"/> Opening/Closing w/Schedules      | _____ | <input type="checkbox"/> Other:                            | _____  |
|  |         | <input type="checkbox"/> O/C Reports                      | _____ | <input type="checkbox"/> Administration Fee*               | \$3.99 |

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

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

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

2C. **Monthly Services:** (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of \$ 25.00 Service/Monitoring Fee plus tax (if applicable) per month, payable  monthly;  quarterly;  semi-annually;  annually ("payment cycle"), in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of the installation for a period of five (5) years from the date the service commences. The total monthly charge is subject to increase as set forth in subparagraphs (9.0), (9.1), (9.2) and (9.3). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) years period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement. A monthly administration fee shall apply for both monthly and quarterly invoiced Clients (non-ACH or non-automatic credit card or bank draft payments).

3. **Company's Liability/Disclaimer Warranties:** COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLDUP, FIRE, OR OTHERWISE, OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. CLIENT ACKNOWLEDGES AND AGREES THAT THE COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, NOR HAS CLIENT RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT COMPANY IS NOT AN INSURER; THAT CLIENT ASSUMES ALL RISK OF LOSS OR DAMAGE TO CLIENT'S PREMISES OR TO THE CONTENTS THEREOF; AND THAT CLIENT HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPH 17 AND 18 WHICH SET FORTH LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE EVENT OF ANY LOSS OR DAMAGE TO CLIENT OR ANYONE ELSE.

**Schedule of Equipment to be Installed**

See Attachment (If applicable) Schedule of Equipment and Pricing. SEE PG 3 FOR AMENDMENT TO AGREEMENT

ASG SECURITY (Alarm Security Group LLC)	Accepted by:
Sales Representative (Print/Signature)	Client's Authorized Signature
Company Authorized Signature	HIDALGO COUNTY PRECINT 1 - OFFICE
Title	Client's Name
Date	Printed Name
	Business Telephone
	Date

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

AL: 13-1577 FL: EG13000420 NC: NCASLB 1961-CSA, 20653-SP-LV OK: 1036, T77 Security-1882 TX: B11182, ACR-2242, ECR-1767; HCR-410, San Angelo Security-B17807  
AR: E-84 30130041 GA: LVA205886 NJ: 54300000500; 661309 OR: PSE07714 UT: 036217-4501  
CA: 7561 HI: F7189, USA Fire & Alarm-F1733 NV: 673382 PA: PAS0390 VA: 113625, TFS 098255A  
DC: EC3901543 IA: 1688C, SS CO 00986 NY: 1000059980 RI: 482,75C-1848 WV: WV041575  
DE: 01-71, FAL-0211, FAL-0286 MD: 107-714 OH: 33 89 1670 SC: DAC-13313 Other Licenses #:

In the State of Texas, Company is licensed and regulated by the Texas Department of Public Safety, Private Security Division. Compliance may be checked at: 3803 North Lamar Blvd., Austin, TX 78757-4221, 512-434-7718.  
In the State of North Carolina, Company is licensed and regulated by the Alarm Systems Licensing Board. Compliance may be checked at: 4181 Glenwood Ave., Suite 200, Raleigh, NC 27612 919-782-3378.

**THIS IS A CONTRACT - READ ALL PAGES CAREFULLY**





Schedule of Equipment

The Schedule of Equipment outlines the scope of equipment or services to be provided and/or installed, and is hereby part of Commercial Purchase, Lease and Services Agreement dated the 23RD day of OCTOBER, 2013, between ASG Security (Company) and HIDALGO COUNTY PRECINT 1 - OFFICE ("Client"), located at:

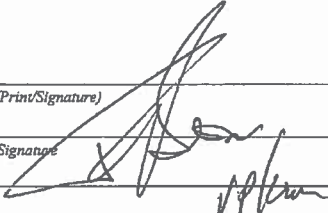
1902 JOE STEPHENS WESLACO, TX

SCOPE OF WORK / SERVICES TO BE PROVIDED:

Amendment to "18. Third Party Indemnification"

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

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

ASG SECURITY (Alarm Security Group LLC)	Accepted by:
Sales Representative (Print/Signature) _____  Company Authorized Signatures _____ Title _____ Date _____	Client's Authorized Signature _____ Date _____ HIDALGO COUNTY PRECINT 1 - OFFICE Client's Name _____ Printed Name _____ Title _____ Business Telephone _____ Date _____

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

Zimbra

evangelina.garcia@co.hidalgo.tx.us

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

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

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

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

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

Ms. Garcia,

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

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



COMMERCIAL PURCHASE, LEASE AND SERVICES AGREEMENT

Local ASG Office
314 Ash Street
McAllen, Texas 78501

Customer Billing Information
HIDALGO COUNTY LOCATIONS



THIS AGREEMENT made this 23RD day of OCTOBER 2013, by and between Alarm Security Group LLC (ASG Security), hereinafter called the "Company" and HIDALGO COUNTY PRECINT 1, hereinafter called the "Client", at (site address) 28312 FM 88 EDCOUCH, TX

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

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

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

- Burglar Alarm Monitoring \$26.65
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 Billed
FA Sens Test Billed
Other:
Administration Fee\* \$3.99

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

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

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

2C. Monthly Services: (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of \$ 25.00 Service/Monitoring Fee plus tax (if applicable) per month, payable [ ] monthly; [ ] quarterly; [ ] semi-annually; [ ] annually ("payment cycle"), in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of the installation for a period of five (5) years from the date the service commences. The total monthly charge is subject to increase as set forth in subparagraphs (9.0), (9.1), (9.2) and (9.3). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) years period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement. A monthly administration fee shall apply for both monthly and quarterly invoiced Clients (non-ACH or non-automatic credit card or bank draft payments).

3. Company's Liability/Disclaimer Warranties: COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLDUP, FIRE, OR OTHERWISE, OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. CLIENT ACKNOWLEDGES AND AGREES THAT THE COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, NOR HAS CLIENT RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT COMPANY IS NOT AN INSURER; THAT CLIENT ASSUMES ALL RISK OF LOSS OR DAMAGE TO CLIENT'S PREMISES OR TO THE CONTENTS THEREOF; AND THAT CLIENT HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPH 17 AND 18 WHICH SET FORTH LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE EVENT OF ANY LOSS OR DAMAGE TO CLIENT OR ANYONE ELSE.

Schedule of Equipment to be Installed

See Attachment: (If applicable) Schedule of Equipment and Pricing. SFF PG 3 FOR AMENDMENT TO AGREEMENT

ASG SECURITY (Alarm Security Group LLC)
Sales Representative (Print/Signature)
Company Authorized Signature
Title
Date
Accepted by:
Client's Authorized Signature
HIDALGO COUNTY PRECINT 1
Client's Name
Printed Name
Title
Business Telephone
Date

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

AL: 13-1577 FL: E013000410 IRI: NCASLB 156 -CSA, 20633-SP-LV DRG 1036, TNT Security-1882 TX: B11182 ACR-2242: ECR-1767, HCR-410, San Angelo Security-B17897
AR: E-0420130041 GA: LVA200886 NR: M870000500; 641349 OR: P5D037714 UT: 43023174501
CA: 726 LA: F180; USA Firm & Burglar-F1713 PA: PAK03190 VA: 13065; 3262 698253A
DC: ECR901543 MA: 1608C; SS CO 000998 NY: 12003109980 RI: 483J75C-1848 WV: WV04537
DE: 02-71; FAL-0221; FAL-0286 MD: 07-714 OH: 51 89 1670 SC: BAC-12113 Other License In
In the State of Texas, Company is licensed and regulated by the Texas Department of Public Safety, Private Security Bureau. Complaints may be directed to: 3245 North Lamar Blvd., Austin, TX 78757-4233, 512-424-7714.
In the State of North Carolina, Company is licensed and regulated by the Alarm Systems Licensing Board. Complaints may be directed to: 4901 Cloverwood Ave, Suite 200, Raleigh, NC 27612 919-788-5536.

THIS IS A CONTRACT - READ ALL PAGES CAREFULLY

4. **Change in the System; Cost of Repairs; Additional Protection; Risk of Loss:** The cost of any additions, changes and variances to the system, as herein contracted for or as originally installed, made at the request of or made necessary or required by the Client's action, or which may be demanded by any governmental agency or insurance interest or inspection and rating bureaus, are to be paid by Client. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT. All risk of loss or damage to the system shall be borne exclusively by Client whose obligations hereunder shall not be diminished by any such loss or damage.

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

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

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

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

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

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

8. **System in Alarm State; Telephone Line Requirements and System Tests:**

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

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

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

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

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

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

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

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

10. **Unauthorized Personnel Operating and Closing Schedules:** Client agrees to furnish forthwith a written list of the names, titles, residences and cellular telephone numbers of all persons authorized to arrange an unannounced event and/or authorized to enter or remain on the premises of Client and/or access the regularly scheduled opening and closing of an alarm. Client agrees to keep such list up to date. Opening and Closing Schedules are included in the Client's service. The Client shall furnish the Company with a written daily/weekly and holiday Opening and Closing Schedules. All changes, revisions and modifications to the above shall be supplied to Company in writing. Failure by the Client to provide the Company with Opening and Closing Schedules shall remove the Client from this service and the only obligation of the Company shall be a refund of the specific charges for this service for up to six (6) months.

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

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

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

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

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

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

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

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

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

Client understands and agrees that if Company should be found liable for personal injury or property loss or damage from failure of Company to perform any of Company's obligation herein, including, but not limited to, installation, maintenance, monitoring, service or the failure or malfunction of the system or equipment in any respect whatsoever, Company's liability shall be limited to a sum equal to the total of six (6) monthly payments or Two Hundred Fifty (\$250) Dollars, whichever is lesser, and that liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or non-performance of any obligation imposed by this contract or from negligence, active or otherwise of Company, its agents, servants, assigns or employees.

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

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

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

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

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

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

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

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

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

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

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



### Schedule of Equipment

The Schedule of Equipment outlines the scope of equipment or services to be provided and/or installed, and is hereby part of Commercial Purchase, Lease and Services Agreement dated the 23RD day of OCTOBER, 2013, between ASG Security (Company) and HIDALGO COUNTY PRECINT 1 ("Client"), located at:

28312 FM #8 EDCOUCR, TX

#### SCOPE OF WORK / SERVICES TO BE PROVIDED:

##### Amendment to "18. Third Party Indemnification"

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

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

<b>ASG SECURITY</b> (Alarm Security Group LLC)	Accepted by:
<i>Sales Representative (Print/Signature)</i>	<i>Client's Authorized Signature</i> _____ <i>Date</i> _____
<i>Company Authorized Signature</i>	HIDALGO COUNTY PRECINT 1
<i>Title</i>	<i>Client's Name</i>
<i>Date</i>	<i>Printed Name</i> _____ <i>Title</i> _____
	<i>Business Telephone</i> _____ <i>Date</i> _____

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

Zimbra

evangelina.garcia@co.hidalgo.tx.us

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

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

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

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

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

Ms. Garcia,

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

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

\*\*\*\*\*  
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MAIL TO [victor.garza@da.co.hidalgo.tx.us](mailto:victor.garza@da.co.hidalgo.tx.us) AND DELETE THE COMMUNICATION.  
\*\*\*\*\*



COMMERCIAL PURCHASE, LEASE AND SERVICES AGREEMENT

Local ASG Office
314 Ash Street
McAllen, Texas 78501

Customer Billing Information
HIDALGO COUNTY LOCATIONS



THIS AGREEMENT made this 23RD day of OCTOBER 2013, by and between Alarm Security Group LLC (ASG Security), hereinafter called the "Company" and DELTA LAKE PARK - PRECINT I, hereinafter called the "Client", at (site address) Route 1 Box 257-2 ED COUCH, TX — DELTA LAKE PARK / PCT 1

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

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

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

- Checkboxes for services: Burglar Alarm Monitoring (\$23.45), Fire Alarm Monitoring, Sprinkler Alarm Monitoring, Elevator Monitoring, ASG Connect, ASG Video, ASG Managed Access, Cellular/Radio Service, DataLink, Burglar Alarm Maintenance, Fire Alarm Maintenance, Access Control Maintenance, Video Surveillance System Maint., Opening/Closing Log Only, Opening/Closing w/Schedules, O/C Reports, Fire Alarm Maint. (inc. Test&Ins), Sprinkler Alarm Maintenance, Sprinkler Test & Inspect, Fire Alarm Insp, FA Sens Test, Administration Fee\* (\$3.99)

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

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

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

2C. Monthly Services: (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of \$ 23.45 Service/Monitoring Fee plus tax (if applicable) per month, payable [ ] monthly, [ ] quarterly, [ ] semi-annually, [ ] annually ("payment cycle"), in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of the installation for a period of five (5) years from the date the service commences. The total monthly charge is subject to increase as set forth in subparagraphs (9.0), (9.1), (9.2) and (9.3). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) years period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement. A monthly administration fee shall apply for both monthly and quarterly invoiced Clients (non-ACH or non-automatic credit card or bank draft payments).

3. Company's Liability/Disclaimer Warranties: COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLDUP, FIRE, OR OTHERWISE, OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. CLIENT ACKNOWLEDGES AND AGREES THAT THE COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, NOR HAS CLIENT RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT COMPANY IS NOT AN INSURER; THAT CLIENT ASSUMES ALL RISK OF LOSS OR DAMAGE TO CLIENT'S PREMISES OR TO THE CONTENTS THEREOF; AND THAT CLIENT HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPH 17 AND 18 WHICH SET FORTH LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE EVENT OF ANY LOSS OR DAMAGE TO CLIENT OR ANYONE ELSE.

Schedule of Equipment to be Installed

See Attachment (if applicable) Schedule of Equipment and Pricing. SEE ATTACHED LIST OF SITES AND LOCATIONS

Signature lines for ASG SECURITY (Alarm Security Group LLC) and Client. Includes fields for Sales Representative (Print/Signature), Company Authorized Signature, Title, Date, Client's Authorized Signature, Client's Name, Printed Name, Business Telephone, Title, Date.

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

AL: 19-1577 FL: E011000420 NC: NCASLB: 1961-CSA, 20653-SN-LV OK: 1096, TNT Security-1882 TX: B11180, ACR-2242, ECR-1767, HCR-410, San Angelo Security-017807
AR: E-M 701100461 GA: LVA202486 NJ: 348P00000500, 661359 OR: P3 E027714 UT: 010217-6501
CA: 7261 LA: F1899, USA Fire & Burglar-F1731 ND: 73783 PA: P4002350 VA: 11-3625, 7703 098253A
CO: EC2901543 MA: 1608C, SS CO 000586 NY: 12000309980 RI: 430, TSC-1848 WV: WV0431575
DC: 02 71, FAL-0221, FAL-0286 MD: 107 714 OH: 53 89 1670 SC: RAC-11313 Other Licenses #:

In the State of Texas, Company is licensed and regulated by the Texas Department of Public Safety, Private Security Bureau. Complaints may be directed to: 5853 North Lamar Blvd., Austin, TX 78752-4625, 813-434-7716. In the State of North Carolina, Company is licensed and regulated by the Alarm System Licensing Board. Complaints may be directed to: 4981 Glenwood Ave., Suite 200, Raleigh, NC 27612 919-703-5220.

THIS IS A CONTRACT - READ ALL PAGES CAREFULLY

4. **Changes to the System - Cost of Repairs - Additional Protection - Risk of Loss:** The cost of any additions, changes and variations in this system, as herein contracted for or as originally installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interest or inspection and testing bureau, due to be paid by Client. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT. All risk of loss or damage to the system shall be borne exclusively by Client whose obligations hereunder shall not be diminished by any such loss or damage.

5. **Permit to Install System:** Client acknowledges that in some local areas it is a requirement to obtain a permit or license to operate a system (intrusion, fire, access control, CCTV). Client agrees to obtain any permit that might be required, and the Client understands that he or she, the Client, along with any additional charges that might be imposed on the Client. Client acknowledges that if a permit or license is not obtained, or the permit or license number is not provided to the Company, an attempt to an emergency signal may be the result, and/or a fine from the local response agency may apply, which will be at the sole cost to the Client. Client agrees to maintain any permit or license during the term of this Agreement and for any automatic renewals of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

9.2. As an alternative to sub-paragraph (9.1), but no more than once during any twelve month period, the Company shall have the right to increase the monthly charges provided herein by a percentage not to exceed 20% per year since the date of the last such increase pursuant to this paragraph (9.2). Said 20% per year increase shall be in lieu of all other increases in such year (excluding an administration fee) provided for in this sub-paragraph (9.1). If Client objects in writing within thirty (30) days from the effective date of the increase being imposed pursuant to this sub-paragraph (9.2), the Company shall have forty-five (45) days to respond following receipt of such written objection. If Company fails to respond to the Client within forty-five (45) days from the Client's written objection, the Client's objection to the increase shall be deemed accepted by the Client. If the Client objects to accept the imposed increase, the Company may choose to reduce the increase in accordance with sub-paragraph (9.1), which Client agrees to pay. Client's failure to object in writing within the said thirty (30) days from the increase pursuant to this sub-paragraph (9.2) shall constitute the Client's acceptance of the increase.

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

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

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

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

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

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

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

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

17. **Client Understands and Agrees:** that if Company should be found liable for personal injury or property loss or damage from failure of Company to perform any of Company's obligation herein, including, but not limited to, installation, maintenance, monitoring, service or the failure or non-performance of the system or equipment in any respect whatsoever, Company's liability shall be limited to a sum equal to the implied payment or Two Hundred Fifty (\$250.00) Dollars, whichever is lesser; and the liability shall be exclusive; and that the system or equipment in any respect whatsoever, Company's liability shall apply if loss or damages, irrespective of cause or origin, results directly or indirectly in person or property from performance or nonperformance of any obligation imposed by this contract or from negligence, active or otherwise of Company, its agents, servants, assignees or employees.

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

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

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

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

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

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

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

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

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

26. **Prior Agreements:** Client warrants and represents that the Client is not under any enforceable agreement with any other party concerning systems of any kind and description installed at the premises and furthermore Client agrees to indemnify and save harmless Company against all claims, demands, suits, expenses and damages by and/or otherwise, which may now and hereafter be incurred as a result of or arising out of any agreement that Client may have entered into with any party concerning any such system of any kind and description, whether or not such system is in any way related to the system or equipment provided for in this Agreement, and that the Client shall be deemed to have agreed to indemnify and save harmless Company against all claims, demands, suits, expenses and damages by and/or otherwise, which may now and hereafter be incurred as a result of or arising out of any agreement that Client may have entered into with any party concerning any such system of any kind and 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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)

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