**□**TAKEOVER

## **Commercial Security System and Services Agreement**

### Alarm Company ("Alarm Co"):

☐RUNNER SERVICE

OTHER:

Main Office

1111 Church Rd., Aurora, IL. 60505

630.844.6300 adsalarm.com



Colorado Branch, DBA

## ALARM DETECTION SYSTEMS, INC. SAFE SYSTEMS, INC.

421 S. Pierce Ave., Louisville, CO 80027 Littleton, CO 80128 303,444.1191 safe-systems.com

Customer #: 196135

Subscriber ("Sub"):

Platte Canvon Water and Sanitation 7677 W. Ken Carvl Avenue -Pump Station

☐INSTALL ONLY



Alarm Co agrees to furnish Sub with installation and services as described or checked. Sub agrees to accept all Alarm Co equipment and services pursuant to the terms and conditions of this Agreement and at Alarm Co's established rates. Wireless transmitting equipment, CPU chip, software, data, passcode to the software and the transmitting and receiving equipment necessary for monitoring service remains the property of Alarm Co. Title and ownership of all other equipment, wiring and apparatus shall  $\square$  remain with Alarm Co, or  $\boxtimes$  transfer to Sub upon full payment of the purchase price.

Services

#### MONITORING: SYSTEM TYPE: OTHER: Annual Inspection MONITORING STATION ("CS"): ALARM CO UL/FM CS ☐OTHER CS: □RADIO □CELLULAR □OTHER: **COMMUNICATION CHANNEL:** DIGITAL INTERNET **ENHANCEMENTS:** ■Supervised Opening/Closing DOPENING/CLOSING, LOG ONLY ☐EMAILED REPORTS ELECTRONIC SIGNAL NOTIFICATION (E.G., TEXT OR EMAIL) REPAIR FULL PARTS & LABOR REPAIR: BURGLAR ☐FIRE □ CCTV Access Control OTHER: SERVICE: BILLABLE T & M ON REQUEST: DRURGI AR FIRE □ CCTV ☐ACCESS CONTROL OTHER: "A=ANNUAL S=SEMI-ANNUAL Q=QUARTERLY M=MONTHLY" **TESTING:** FIRE ALARM A BURGLAR ALARM SPRINKLER SYS. FIRE EXTINGUISHERS ENGINEERED SYS. EMERGENCY LIGHTING BACKFLOW(S) \_ KITCHEN SYS,

Sub shall pay Alarm Co the sum of \$ 0.00, of which 1/2 is to be paid upon signing of this Agreement or when billed to Sub shortly thereafter, and the unpaid amount is to be paid upon substantial completion of installation, and shall pay, in addition, for ongoing services the sum of \$20.00 per month, payable quarterly in advance. A late payment charge of 1 1/2% per month may be added to all amounts that remain unpaid for more than thirty (30) days, which is an Annual Percentage Rate of 19,56%. Monthly charges may be prorated to coincide with standard periods.

ALARM APP.

#### **System Description**

QT	Y DESCRIPTION	LOCATION	EXISTING
	1 INSPECTIONS	Firelite 10UD	
	1 Fire Control Panel Testing		
	2 Strobe Testing		
	1 Horn/Strobe Testing		
	3 Pull Station Testing		
	2 Heat Detector Testing		
	3 Smoke Detector Testing		

#### ADDITIONAL TERMS AND CONDITIONS

- 1. Alarm Co assumes no liability for interruption of service or installation due to labor disputes, floods, riots, fires, interruptions in communication services, acts of God, or any causes beyond the control of Alarm Co, and Alarm Co is not required to supply service to Sub while such interruptions exist. Sub has the affirmative duty to inform Alarm Co, prior to beginning of installation, of every location at the premises where Alarm Co should not (because of concealed obstructions or hazards such as pipes, wires, or asbestos) enter or drill holes. Unless so notified, Alarm Co will determine where to drill holes and place equipment. Alarm Co will take reasonable precautions to avoid concealed obstructions, but has no means of determining with certainty if they exist. If asbestos or other health hazardous material is encountered during installation, Alarm Co will cease work until Sub has, at Sub's sole expense, obtained clearance from a licensed aspestos removal or hazardous material contractor that continuation of work will not pose danger to personnel. Costs incurred to repair pipes, wire, or other obstructions, and any resulting damaged walls, ceilings, floors or furnishings shall be Sub's sole expense and responsibility. In no case shall Alarm Co be liable for discovery or exposure of hidden asbestos or other hazardous material.
- 2. Sub will provide access to premises to Alarm Co for installation or service of System. Sub understands Alarm Co may use subcontractors to provide installation, repair, monitoring and other services and agrees that installation of the System does not create a fixture to Sub's premises. In the event Sub is not the owner of premises, Sub warrants that they have obtained the written consent of owner for the installation and removal of System. Alarm Co will have the right to install transmitting and receiving equipment in the telephone or mechanical equipment room and on the roof or top of Sub's buildings or structures. Sub agrees to furnish necessary continuous 110 volt non-switched dedicated electrical circuits and outlets at Sub's expense for Alarm Co equipment. Sub will provide adequate lighting for any CCTV system and otherwise provide the proper environment for the System per manufacturer specifications or as Alarm Co may reasonably request. Sub also agrees to allow surface wiring as needed and understands that any requirement for (A) plenum wire, (B) conduit, (C) a nonstandard business hour schedule, (D) union workers, or (E) prevailing wage rates will be at an additional charge unless specified in Agreement.
- 3. Alarm Co agrees, in accordance with repair services chosen by Sub as checked or as provided, to repair System during the term of Agreement. Alarm Co shall make any necessary repairs as soon after receipt of notice from Sub as is reasonably practical. Sub agrees that while Alarm Co's duty to service System is subject to the availability of the original part or equipment from original manufacturer, Alarm Co may elect to use new or refurbished substitute components or replacement parts of similar operational intent. When Alarm Co initiates services to Sub in whole or in part at the request of Sub, or as a result of the acquisition of Sub from another alarm company, Alarm Co shall have no duty to test signaling unless Alarm Co reprograms or installs new monitoring equipment. Alarm Co will then test one signal of each type to be monitored (e.g., burglar, hold up, duress, fire alarm, fire trouble, fire supervisory). Unless specifically requested to do so in writing by Sub, Sub has no expectation and Alarm Co has no duty to (A) perform a partial or complete System test during any service visit, whether to reprogram control, repair a defect or at any other time, or (B) re-engineer System or verify its compliance to current code even when System of Sub, through the passing of time, changes in the code or otherwise, is not code compliant. Sub also acknowledges that defects or deficiencies noted on Alarm Co service or test reports not covered by Alarm Co repair service agreement will not be repaired unless specifically requested to do so by Sub in writing. Sub agrees that all changes to System necessitated by a change in telephone service, including dialing pattern or area code changes, and all repair services to System caused by remodeling, code requirements, corrosive atmosphere, improper use of System, misuse, abuse, vandalism, lightning or any other act of God are billable even when Sub has a repair service agreement in force.
- 4. Sub understands that the System and transmitting equipment are not infallible and may fail to generate the intended signals and, irrespective of the communications equipment or service used, the communication of data from the System may be interrupted, cut off, circumvented or otherwise compromised. During an outage, signals will not be received by the CS nor will CS have any reliable notification that such outage exists. Internet, cellular or radio service used as a primary or secondary communications path are all subject to transmission interruptions. Cellular or radio signaling may be interrupted by atmospheric conditions or jamming and Internet service may be adversely affected by line cut, Internet traffic, computer maintenance or other conditions beyond the control of Alarm Co which may prevent or delay alarm signal transmission to CS. Sub further understands that all communication services are probabilistic by their nature, and acknowledges that multiple types of communications equipment and redundant services are available at additional cost to increase system reliability and the likelihood of signals being successfully communicated to CS. It is Sub's sole responsibility to (A) routinely test and confirm that the Sub's communications equipment and services used to transmit data to CS remain functional with System, especially when there are any changes to such communications equipment or services; (B) immediately after the installation of DSL, Voice over Internet (VOIP) or other broadband service, test the System's signal transmission with CS because such change may prevent the System from sending alarm signals to CS, and (C) test the System, including testing any motion detectors, any other electronic equipment, the communications equipment and service periodically, at least monthly, and Sub shall immediately report to Alarm Co any problem with System, When standard telephone service is used for signaling to CS and the System is activated, Sub may be unable to use their telephone to make other calls (such as calls to the 911 emergency operators) during the transmission of alarm data and therefore Sub may wish to have System connected to a second telephone line.
- 5. Sub acknowledges and agrees that both Sub and Alarm Co are required to comply with all laws, rules and regulations regarding monitoring and alarm response enacted or adopted by the authority having jurisdiction (AHJ). The CS may modify or discontinue any particular response service due to governmental or insurance requirements by giving Sub notice. If alarm signal is transmitted to an Other CS, policies and procedures are determined by that entity. Upon receipt of an alarm signal at Alarm Co CS from Sub's premises, CS will first make attempts to communicate with Sub or its representatives to attempt to verify whether or not an emergency condition exists. If CS believes that an emergency condition may exist, CS will then make a reasonable effort to notify police, sheriff, fire department or other AHJ, CS shall make a reasonable effort to notify Sub or its designated representative by telephone or other means unless runner service or private runner is provided or CS has been instructed to do otherwise by Sub. Should Sub's representative fail to respond within thirty (30) minutes to an alarm with an outside ringer which is causing a disturbance, or an alarm which is constantly transmitting signals to the CS, Sub authorizes Alarm Co to use its discretion to gain entry to building with whatever method is required, including forcible entry, and remedy malfunction on behalf of Sub. Furthermore, Sub agrees to pay Alarm Co for such service at then current rates for such call. If AHJ has a physical on-site verification requirement, upon receipt of alarm signal, CS will not notify the AHJ and shall only attempt to notify Sub's designated representative or, if subscribed to by Sub, a private responder in accordance with written instructions from Sub. If private responder notifies CS that an emergency condition has been observed, CS will then notify the AHJ.
- 6. If runner service is provided, CS will dispatch Alarm Co runner responder or runner subcontractor to the Sub premises when available. Runner will meet and provide access to the Sub premises for the owner's representative or responding police or fire authorities if Alarm Co has keys for the premises. Alarm Co is not providing a guard or policing function (armed or unarmed) and has no duty to attempt to apprehend unauthorized people. Alarm Co is not a law enforcement agency. Alarm Co does not insure or guarantee the personal safety of any person or the security of any property.
- 7. Sub hereby agrees that Alarm Co shall have the right to amend the terms and conditions of this Agreement, including but not limited to service charges, at any time or times beginning six (6) months after the date of this Agreement by giving Sub written notice a minimum of sixty (60) days in advance of the effective date of such change. If Sub is unwilling to accept the amended terms and conditions and notifies Alarm Co in writing by sending a letter by first class USPS mail to "Customer Service, 1111 Church Road, Aurora, IL 60505" or by email to Customer Service @adsalarm.com, at least thirty (30) days prior to the effective date of such modification. Alarm Co shall be permitted, at its sole option, upon written notice to Sub, to terminate this Agreement as if the term had expired or, in the alternative, to allow this Agreement to remain in full force and effect without further notice. Failure to notify Alarm Co in writing at least thirty (30) days prior to the effective date of the amendment will constitute Sub's consent to amend, and all other terms and conditions of this Agreement shall remain in full force and effect.
- 8. Sub confirms that the personal information about it and third parties that Sub provided to Alarm Co is true and complete and that Sub shall notify Alarm Co without delay of any change to this information. Sub consents to Alarm Co's use of Sub's personal information and that of third parties provided to Alarm Co for the purpose of monitoring, setting up and administering your security services (including credit approval, invoicing, collection and to provide you with information on new services or equipment). You have obtained the consent of the third parties, whose personal information you provided to Alarm Co, to use such personal

CO 821

information for the administration of your account with Alarm Co and as provided in this Agreement. You consent and agree that we may collect (including your consent to record your telephone conversations with our representatives), use, disclose, and transfer your personal information, and that of third parties provided by you, to our parents, affiliates, subsidiaries, and our successor corporations, any sub-contractor or assignee of this Agreement or any applicable authority having jurisdiction that requests such information to administer alarm monitoring services or alarm system license, permit or similar programs.

Upon Sub's failure to pay any sums due Alarm Co under this Agreement, or upon termination of service by Sub or Alarm Co, Alarm Co may terminate its obligations under this Agreement and remove any Alarm Co owned radio equipment, wiring and apparatus from Sub's premises or alternately abandon all or any portion of the System. If Sub does not permit Alarm Co to recover all Alarm Co owned radio, equipment, wire and apparatus, monthly charges will be continued solely as a rental fee for such equipment (with no other services to be provided by Alarm Co) until Alarm Co is allowed to recover its equipment. Alarm Co will have no obligation to repair or redecorate any portion of Sub's premises due to the removal of Alarm Co's System. At such time, all charges incurred under the terms of this Agreement, up to cancellation date, shall immediately become due and payable. In addition, the parties agree that it would be very difficult, if not impossible, to ascertain actual damages for any breach of Agreement by Sub, and the parties agree that Sub shall immediately pay to Alarm Co, upon any breach, or upon premature cancellation of service by Sub, as and for liquidated damages, the sum of seventy-five percent (75%) of any charges remaining to be paid under the terms and life of this Agreement. The parties further agree that Sub shall pay all court costs, collection fees and reasonable attorney's fees of thirty-three and one-third percent (33 1/3%) of all monies remaining to be paid under this Agreement, if Alarm Co places this Agreement in the hands of an attorney for collection

- 9. If any AHJ requires any changes and/or permit fees to the above system, it will be at additional expense to the Sub. If Alarm Co incurs any new or increased charges for use of telephone or other communication lines or services, or if any new or increased taxes or license fees shall be incurred by Alarm Co which increase Alarm Co's cost of performing this Agreement, the proportional share of such costs shall be payable by Sub in increased monthly charges. If Sub requests Alarm Co to do business with a third party for reasons including, but not limited to, submitting reports, uploading invoices and acquiring certificates of insurance, which increases Alarm Co's cost of performing this Agreement, the proportional share of such costs shall be payable by Sub in increased monthly charges. Sub gives Alarm Co its consent to order an access connection on Sub's line from a telephone or cable company to provide monitoring service. Sub agrees to pay any false alarm fines or assessments, permits, taxes, fees or other charges relating to the installation or services provided under this Agreement charged by any governmental body.
- 10. Sub shall not permit any person or entity to connect any device, contrivance or apparatus to the lines, wires or equipment of Alarm Co System, or to alter, remove or tamper with any software, data, access codes or System equipment, except the authorized agents of Alarm Co, without the written permission of Alarm Co. Sub warrants and represents that Sub is not under any enforceable agreement with any other party for any service, repair, monitoring or other work that Alarm Co is providing under this Agreement.
- 11. <u>LIMITATION OF LIABILITY.</u> IT IS UNDERSTOOD AND AGREED THAT ALARM CO AND ITS DIRECTORS, OFFICERS, SHAREHOLDERS, AGENTS, ASSIGNS, EMPLOYEES, INDEPENDENT CONTRACTORS, OR MANUFACTURERS PROVIDING PORTIONS OF THE EQUIPMENT, INSTALLATION, OR SERVICES FOR SUB (INCLUDING, BUT NOT LIMITED TO, SIGNAL CARRIERS, TELEPHONE COMPANIES, MUNICIPAL AGENCIES, MONITORING PROVIDERS), ALL HEREINAFTER REFERRED TO AS "OTHERS," ARE NOT AN INSURER; THAT INSURANCE COVERING ALL LOSS, DAMAGE, AND EXPENSE ARISING OUT OF OR FROM, IN CONNECTION WITH, RELATED TO, AS A CONSEQUENCE OF OR RESULTING FROM THIS AGREEMENT, SHALL BE OBTAINED AND CONTINUOUSLY MAINTAINED BY SUB; THAT PAYMENTS PROVIDED FOR HEREIN ARE BASED SOLELY ON THE VALUE OF SYSTEM AND SERVICES AS SET FORTH HEREIN AND ARE UNRELATED TO THE VALUE OF SUB'S PROPERTY OR PROPERTY OF OTHERS LOCATED ON SUB'S PREMISES; THAT ALARM CO AND OTHERS MAKE NO GUARANTEE, REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT SYSTEM OR SERVICES SUPPLIED MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE SIGNALING, MONITORING AND RESPONSE FOR WHICH IT WAS INTENDED; THAT SUB IS NOT RELYING ON ALARM CO'S SKILL OR JUDGMENT IN SELECTING OR FURNISHING A SYSTEM OR SERVICE SUITABLE FOR ANY PARTICULAR PURPOSE.

SUB UNDERSTANDS AND AGREES THAT THE LIABILITY OF ALARM CO AND OTHERS FOR ALL LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO EXECUTION OF THIS AGREEMENT DUE TO IMPROPER INSTALLATION, IMPROPER DESIGN, OPERATION OR NON-OPERATION OF SYSTEM OR SERVICES (INCLUDING, WITHOUT LIMITATION, COMMUNICATIONS EQUIPMENT OR SERVICES NECESSARY TO TRANSMIT TO OR RECEIVE ANY DATA AT THE CS), DATA BREACH, ACCESS TO OR DISCLOSURE OF ANY PERSON'S OR ORGANIZATION'S CONFIDENTIAL OR PERSONAL INFORMATION, INCLUDING, BUT NOT LIMITED TO PATENTS, TRADE SECRETS, PROCESSING METHODS, CUSTOMER LISTS, FINANCIAL INFORMATION, CREDIT CARD INFORMATION, HEALTH INFORMATION OR ANY OTHER TYPE OF NONPUBLIC INFORMATION; OR THE LOSS OF, LOSS OF USE OF, DAMAGE TO, CORRUPTION OF, INABILITY TO ACCESS, OR INABILITY TO MANIPULATE ELECTRONIC DATA IS EXPRESSLY LIMITED AS SET FORTH HEREIN. SHOULD THERE ARISE ANY LIABILITY ON THE PART OF ALARM CO OR OTHERS FOR ANY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ECONOMIC LOSSES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL) WHICH IS IN CONNECTION WITH, ARISES OUT OF OR FROM, RESULTS FROM, IS RELATED TO OR IS A CONSEQUENCE OF THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE (INCLUDING GROSS NEGLIGENCE) OF ALARM CO OR OTHERS INCLUDING, WITHOUT LIMITATION, ACTS, ERRORS OR OMISSIONS WHICH OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH OR SUBSEQUENT TO EXECUTION OF THIS AGREEMENT, OR BREACH OF THIS AGREEMENT, OR ANY CLAIM BROUGHT IN PRODUCT OR STRICT LIABILITY, SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR CONSEQUENTIAL DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF 10% OF THE ANNUAL SERVICE CHARGE OR \$2,000.00, WHICHEVER IS GREATER, COLLECTIVELY FOR ALARM CO AND OTHERS, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY AS SUB'S EXCLUSIVE REMEDY.

IN THE EVENT THAT SUB WISHES ALARM CO OR OTHERS TO ASSUME GREATER LIABILITY, SUB MAY, AS A MATTER OF RIGHT, OBTAIN FROM ALARM CO A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT PROPORTIONATE TO THE INCREASE IN EXPOSURE ASSUMED BY THE ALARM CO, BUT SUB EXPRESSLY AND EXPLICITLY ACKNOWLEDGES THAT SUCH ADDITIONAL SUM(S) PAID AND OBLIGATION(S) UNDERTAKEN SHALL IN NO EVENT MAKE ALARM CO OR OTHERS INSURERS. THIS LIMITATION OF LIABILITY COVERS ALL ALARM CO SUPPLIED EQUIPMENT AND SERVICES, INCLUDING BUT NOT LIMITED TO MONITORING, AT ALL OF SUB'S LOCATIONS, SUB ACKNOWLEDGES THAT ADDITIONAL PREMISES PROTECTION AND A HIGHER LEVEL OF SECURITY FOR ALARM SIGNAL TRANSMISSION TO THE CS ARE AVAILABLE AT ADDITIONAL COST TO

12. INDEMNIFICATION. IF ANYONE OTHER THAN SUB ASKS ALARM CO OR OTHERS TO PAY FOR ANY HARM OR DAMAGES (INCLUDING PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) CONNECTED WITH OR RESULTING FROM (I) A FAILURE OF THE SYSTEM OR SERVICES, (II) ALARM CO'S OR OTHER'S OWN NEGLIGENCE, (III) ANY OTHER IMPROPER OR CARELESS ACTIVITY OF ALARM CO OR OTHERS IN PROVIDING THE SYSTEM OR SERVICES OR (IV) A CLAIM FOR INDEMNIFICATION OR CONTRIBUTION, SUB WILL REPAY, RESPECTIVELY, TO ALARM CO OR OTHERS (A) ANY AMOUNT WHICH A COURT ORDERS ALARM CO OR OTHERS TO PAY OR WHICH ALARM CO OR OTHERS REASONABLY AGREE TO PAY, AND (B) THE AMOUNT OF ALARM CO'S OR OTHER'S REASONABLE ATTORNEY'S FEES AND ANY OTHER LOSSES AND COSTS THAT ALARM CO OR OTHERS MAY PAY IN CONNECTION WITH THE HARM OR DAMAGES. SUB'S OBLIGATION TO REPAY ALARM CO OR OTHERS FOR SUCH HARM OR DAMAGES SHALL NOT APPLY IF THE HARM OR DAMAGES HAPPENS WHILE ONE OF EITHER ALARM CO'S OR OTHERS EMPLOYEES OR SUBCONTRACTORS ARE IN OR ABOUT THE PROTECTED PREMISES, AND SUCH HARM OR DAMAGES IS SOLELY CAUSED BY THAT EMPLOYEE OR SUBCONTRACTOR, SUB HEREBY RELEASES ALARM CO AND OTHERS FOR LOSSES, DAMAGES AND EXPENSES (I) COVERED BY SUB'S INSURANCE POLICIES, (II) POLICY DEDUCTIBLES, CO-PAY PERCENTAGE, OR RETAINED LIMITS, (III) IN EXCESS OF

CO 821

#### AMOUNTS PAID BY SUB'S INSURANCE, AND (IV) DUE TO UNDERINSURANCE, UNDER NO CIRCUMSTANCE, SHALL ALARM CO INDEMNIFY SUB.

- 13. <u>WAIVER OF SUBROGATION.</u> Sub hereby waives all claims for recovery against Alarm Co or Others for any loss or damage to any of Sub's property insured under valid or collectible insurance policies. This waiver of subrogation rights shall extend to all forms of subrogation, including but not limited to equitable and conventional subrogation, and shall be binding on any and all assignees or subrogees of Sub's rights. Sub agrees to shift the risk of loss to its insurers who have expressly contracted to accept the risk of loss as to Sub's property. Sub expressly and explicitly acknowledges that its insurers have undertaken said risk of loss as to its property and that those insurers have charged Sub a fee or premium commensurate with that undertaking of risk of loss. Sub will notify its insurance company of this release.
- 14. All verbal or written communication between the parties which occurred prior to the date of this Agreement are merged into terms of this Agreement and the entire agreement of the parties is expressed hereinabove and no verbal understandings or agreement shall alter, change or modify the terms and provisions of this Agreement except that additional protection offered by Alarm Co to Sub remains available subject to current pricing. Sub is not relying on any advice or advertisement of Alarm Co. In the event that any provision of this Agreement is found to be unenforceable, all other terms shall remain in full force and effect. It is understood and agreed that if there is any conflict between this Agreement and Sub's purchase order, or any other Sub document, this Agreement will govern whether such purchase order or other document is executed prior or subsequent to this Agreement and that any work performed under any Sub constructiontype contract or purchase order is subject to the terms and conditions of this Agreement. Alarm Co may assign this Agreement without prior notice or consent of Sub: however, Sub may not assign this Agreement unless such assignment is consented to in writing by Alarm Co. Sub further agrees that this Agreement becomes effective only upon either (i) an officer of Alarm Co signing a copy of this Agreement or (ii) Alarm Co commences the work to be performed under this Agreement. Sub further acknowledges that Sub may not receive a copy of Agreement signed by an officer of Alarm Co and that lack of such a receipt shall not, in any way, invalidate or otherwise affect this Agreement. This Agreement is deemed executed in Kane County, Illinois, shall be governed by Illinois law and venue shall be exclusive in the Circuit Court of Kane County, Illinois should any dispute between Alarm Co and Sub be litigated. The parties hereby waive any objection they may have to jurisdiction or venue of any such suit, and further waive trial by jury in any action between them. No suit or action shall be brought against Alarm Co or Others more than one year after the accrual of the cause of action. Sub also waives the right to initiate or participate in a class action litigation or arbitration against Alarm Co. In any action commenced by Alarm Co against a non-residential Sub, Sub shall not be permitted to interpose any counterclaim. The interpretation of this Agreement shall not be construed against the drafter. If Sub moves, Sub may move the alarm service to Sub's new location upon the payment of reasonable costs incurred in transferring the System to the new location. All terms contained in this Agreement will remain in full force and effect and Sub will continue to be liable for the remaining period under terms of this Agreement.
- 15. THE INITIAL TERM OF THIS AGREEMENT IS FOR 12 MONTHS, WHICH SHALL COMMENCE FROM THE DATE ON WHICH THE MONTHLY CHARGES OR TIME AND MATERIAL CHARGES UNDER THIS AGREEMENT BECOME EFFECTIVE, AND THEREAFTER SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE TERMS EQUAL TO THE INITIAL TERM. THIS AGREEMENT IS TERMINABLE BY EITHER PARTY UPON WRITTEN NOTICE BY FIRST CLASS USPS MAIL TO "CUSTOMER SERVICE, 1111 CHURCH ROAD, AURORA, IL 60505" OR BY EMAIL TO CUSTOMERSERVICE@ADSALARM.COM. MADE AT LEAST THIRTY DAYS PRIOR TO THE END OF THE INITIAL TERM OR ANY RENEWAL TERM.

16. Sub acknowledges that paragraph 11 (limitation of liability), paragraph 12 (indemnification of Alarm Co), paragraph 13 (waiver of subrogation), and paragraph 14 are made part of this Agreement and shall survive the termination of this Agreement.

Ву:	Dan Guild	
	Authorized Representative - Alarm Co	

Subscriber Signature

Darte

Approved

Officer - Alarm Co

Subscriber Drint (A Name

#### **Additional Comments:**

The monthly monitoring rate is guaranteed to not increase during the initial term of this agreement. Any proposed rate increase will not exceed CPI.

# EXHIBIT A ADDENDUM TO COMMERCIAL SECURITY SYSTEM AND SERVICES AGREEMENT

(7677 W. Ken Caryl Ave. – Fire Inspection - Annual)

Name of Entity: Platte C

Platte Canyon Water and Sanitation District

Name of Contractor:

Alarm Detection Systems, Inc., an Illinois corporation, d/b/a

Safe Systems, Inc.

## ADDITIONAL PROVISIONS

Compliance with Laws. Contractor certifies that it will comply with the provisions of Section 8-17.5-101, C.R.S., et seq. Contractor shall not knowingly employ or contract with an illegal alien to perform services under this Contract or enter into an agreement with a subcontractor that knowingly employs or contracts with an illegal alien. Contractor represents, warrants and agrees that it has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the E-Verify Program or the Department Program described in Section 8-17.5-101, C.R.S. Contractor shall not use the E-Verify Program or the Department Program procedures to undertake preemployment screening of job applicants while this Contract is being performed. Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall: (i) notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (ii) terminate the subcontract with the subcontractor, if within three (3) days of receiving such notice the subcontractor does not stop employing or contracting with the illegal alien, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Contractor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of Section 8-17.5-101, et seq., C.R.S., the District may terminate this Contract for breach and the Contractor shall be liable for actual

damages to the District. If Contractor participates in the Department Program, Contractor shall provide the affirmation required under Section 8-17.5-102(5)(c)(II), C.R.S., to the District.

- 2. <u>Limitation of Liability</u>. The limitation of loss provision set forth in Paragraph 11 of the Agreement is increased to \$25,000.
- 3. <u>Indemnification</u>. Notwithstanding any other provision contained in the Agreement to the contrary, District's indemnification obligations under Paragraph 12 of the Agreement are limited to, and subject to, all of the protections, immunities, limitations and defenses afforded District under the Colorado Governmental Immunity Act, Section 24-10-101, C.R.S., *et. seq.*, regardless of whether the indemnification is for a claim arising in tort or contract, and further the obligation is given only to the extent it is covered by the District's liability insurance.
- 4. <u>Annual Appropriation and Budgeting</u>. Notwithstanding any other provision contained in the Agreement to the contrary as to future calendar years, District's financial obligations under the Agreement shall be subject to annual appropriation and budgeting of funds, at the discretion of the District's Board of Directors.
- 5. <u>Independent Contractor</u>. In the performance of the Services under the Agreement, Contractor shall be, for all purposes, an independent contractor and not an employee or agent of the District.

ALARM DETECTION SYSTEMS, INC., an

Illinois corporation, d/b/a Safe Systems, Inc.

By: Name: Dan Guild, Authorized Representative

John Wazesin Ski

PLATTE CANYON WATER AND SANITATION DISTRICT

- Di 11 7

Manage

## **Central Monitoring Station Data Form**

29,10f3

Alarm Company ("Alarm Co"):

Customer #: 196112

Subscriber ("Sub"):

Main Office

Colorado Branch, DBA

South West Metropolitan Water 8739 W. Coal Mine Avenue

SAFE SYSTEMS, INC.

Littleton, CO 80123

1111 Church Rd., Aurora, IL 60505 630.844.6300 adsalarm.com

ALARM DETECTION SYSTEMS, INC.

421 S. Pierce Ave., Louisville, CO 80027 303.444.1191 safe-systems.com

#### **EXPLANATION**

Before Dispatch: These are the people we would attempt to notify before dispatching the authorities. This does not apply to Hold Up or Fire Alarms. Email or Text Notification: You can supply an email address and/or cell phone number for texting to be used for alarm notification.

Security Question/Answer: Supply a question and answer we can ask in the event you forget your verbal password.

Example: What is the name of your favorite pet? Answer: George What is the name of your oldest child? Answer: Sue

What was the make of your first car? Answer: Ford

Permissions: "Can Put System in Test" this will authorize the user to take the system out of service. "Can Edit" This will authorize the user to make changes to data in the account.

Note: We recommend at least three contacts on the Call List below.

Premises	24-Hour	ringing	phone	WITHOUT	night voice	-mail:

N	A	Ext.	
Password/C	ode		

Name:	Phones: 303-921-	-1426	Cell	Verbal Password/Code
Scott Hand	303-989-		Home	
- COT I Have			— Work	
Email/Text Notification Email: Suha	udoplatteramos	1.000	**Text - Cel	Carrier: Sprint
	naiden name	Answer:		
Permissions: Can Put System in Test	Yes <b>d</b> No □	Can Edit Yes	No 🗌	
Name:	Phones: 303-591-	5205	Cell	Verbal Password/Code
1.051	720-254.		Home	
Armando Quintana			Work	The state of the s
Email/Text Notification Email: Q \ g v	intangopatteran	40M.009	**Text - Cel	Carrier: Sprint
	1. V	Answer:		t
Security Question: First Do	sa's name		والمعارب والمساور والمساور والماري	
	og's næwe restek No□	Can Edit Yes	No	
	Yes No 🗆	Can Edit Yes	No.	Verbal Password/Code
Permissions: Can Put System in Test Name:	Phones: 303-591-	Can Edit Yes□		Verbal Password/Code
Permissions: Can Put System in Test	Yes No 🗆	Can Edit Yes□	Cell	Verbal Password/Code
Permissions: Can Put System in Test  Name:  Bruce Yarish	Phones: 303-591- 720-320	Can Edit Yes ☐ - 3594	Cell Home	B
Permissions: Can Put System in Test  Name:  Bruce Yarish  Email/Text Notification Email:	Phones: 303-591- 720-320	Can Edit Yes ☐ - 3594	Cell Home Work	E Constitution of the Cons
Permissions: Can Put System in Test  Name:  Bruce Yarrish  Email/Text Notification Email: by ar	Phones: 303-591- 720-320	Can Edit Yes ☐ 5067 -3594 00.000	Cell Home Work	B
Permissions: Can Put System in Test  Name:  Bruce Verish  Email/Text Notification Email: byer  Security Question: Mothers  Permissions: Can Put System in Test  Name:	Phones: 303-591- 720-320 Tishoplateconya	Can Edit Yes   5067  3594  On. org  Answer.  Can Edit Yes	Cell Home Work **Text - Cel	B
Permissions: Can Put System in Test  Name:  Bruce Verish  Email/Text Notification Email: byer  Security Question: Mothers  Permissions: Can Put System in Test  Name:	Phones: 303-591- 720-320 Vishoplattecany maiden name veste No	Can Edit Yes ☐  5067 -3594  90,000 Answer: Can Edit Yes ☐  -8088	Cell Home Work **Text - Cel	Carrier: Sprint
Permissions: Can Put System in Test  Name:  Bruce Yearlsh  Email/Text Notification Email: Type  Security Question: Workers  Permissions: Can Put System in Test	Phones: 303-591- 720-320 Tishoplaticanyonaiden nawe	Can Edit Yes ☐  5067 -3594  90,000 Answer: Can Edit Yes ☐  -8088	Cell Home Work **Text - Cel	Carrier: Sprint
Permissions: Can Put System in Test  Name:  Bruce Yarrish  Email/Text Notification Email: Byar  Security Question: Mothers  Permissions: Can Put System in Test  Name:  Toku Wathwas	Phones: 303-591-720-320  The patternance of the pat	Can Edit Yes	Cell Home Work **Text - Cel  No. Cell Home	Verbal Password/Code
Permissions: Can Put System in Test  Name:  Bruce Yarrish  Email/Text Notification Email: Byar  Security Question: Mothers  Permissions: Can Put System in Test  Name:  Toku Wathwas	Phones: 303-591- 720-320 Vishoplattecany maiden name veste No	Can Edit Yes	Cell Home Work **Text - Cel  No Cell Home Work	Verbal Password/Code

<sup>\*\*</sup> Additional data charges may apply from your cellular provider

Pg. 2003

## **Central Monitoring Station Data Form**

Customer #: 196112 Alarm Company ("Alarm Co"): Subscriber ("Sub"): South West Metropolitan Water Colorado Branch, DBA 8739 W. Coal Mine Avenue Main Office Littleton, CO 80123 ALARM DETECTION SYSTEMS, INC. SAFE SYSTEMS, INC. 1111 Church Rd., Aurora, IL 60505 421 S. Pierce Ave., Louisville, CO 80027 630.844.6300 adsalarm.com 303,444,1191 safe-systems.com **EXPLANATION** Before Dispatch: These are the people we would attempt to notify before dispatching the authorities. This does not apply to Hold Up or Fire Alarms. Email or Text Notification: You can supply an email address and/or cell phone number for texting to be used for alarm notification. Security Question/Answer: Supply a question and answer we can ask in the event you forget your verbal password. Example: What is the name of your favorite pet? Answer: George What is the name of your oldest child? Answer: Sue What was the make of your first car? Answer: Ford Permissions: "Can Put System in Test" this will authorize the user to take the system out of service, "Can Edit" This will authorize the user to make changes to data in the account. Note: We recommend at least three contacts on the Call List below. Premises 24-Hour ringing phone WITHOUT night voice-mail: Ext. Password/Code Before-Dispatch of Law Enforcement Phones: Verbal Password/Code Name: Cell Justin Roquemore Home Work \*Text - Cell Carrier: Email/Text Notification Email: Security Question: Answer: Yes No NOTAR Yes 🔲 Permissions: Can Put System in Test Can Edit Phones: Verbal Password/Code Name: Cell Cony Taylor Home Work \*\*Text - Cell Carrier: Email/Text Notification Email: Answer: Security Question: Can Edit Yes No 🗌 Permissions: Can Put System in Test Verbal Password/Code Name: Cell Mike Chavez Home Work \*\*Text - Cell Carrier: Email/Text Notification Email: Answer: Security Question: Yes No 🗌 Permissions: Can Put System in Test Can Edit Phones: Verbal Password/Code Cell Home Work Text - Cell Carrier: Email/Text Notification Email: Answer: Security Question:

Permissions: Can Put System in Test

Can Edit

No 🔲

<sup>\*\*</sup> Additional data charges may apply from your cellular provider

Pg. 30+3

## **Central Monitoring Station Data Form**

Alarm Company ("Alarm Co"):

Customer #: 196112

Subscriber ("Sub"):

South West Metropolitan Water

8739 W. Coal Mine Avenue

ALARM DETECTION SYSTEMS, INC.

1111 Church Rd., Aurora, IL 60505 630.844.6300 adsalarm.com SAFE SYSTEMS, INC.
421 S. Pierce Ave. Louisville, CO 800

421 S. Pierce Ave., Louisville, CO 80027 303.444.1191 safe-systems.com

## **EXPLANATION**

Littleton, CO 80123

Before Dispatch: These are the people we would attempt to notify before dispatching the authorities. This does not apply to Hold Up or Fire Alarms. Email or Text Notification: You can supply an email address and/or cell phone number for texting to be used for alarm notification.

Security Question/Answer: Supply a question and answer we can ask in the event you forget your verbal password.

Example: What is the name of your favorite pet? Answer: George
What is the name of your oldest child? Answer: Sue
What was the make of your first car? Answer: Ford

Permissions: "Can Put System in Test" this will authorize the user to take the system out of service. "Can Edit" This will authorize the user to make changes to data in the account.

Note: We recommend at least three contacts on the Call List below.

Premises 24-Hour ringing phone WITHOUT night voice-mail:

NA	Ext.	
Password/Code		

	Belore-Bispate	ii oi Law	LITTOIL	CITTOTT	
Name:	Phones: 303-746	-4865	5	Cell	Verbal Password/Code
Alyssa Quinn	NLA			Home	₩6
70192200000				Work	
Email/Text Notification Email: Clavin	n@platteconyou.	009	*	*Text - Cel	Carrier:
	elden name	Answer:	Gra	V	
Permissions: Can Put System in Test Ye	No□	Can Edit	Yes	/ <sub>No</sub> []	
Name:	Phones:			Cell	Verbal Password/Code
				Home	
				Work	
Email/Text Notification Email:			*	*Text - Cel	Carrier:
Security Question:		Answer:			
Permissions: Can Put System in Test Ye	es No	Can Edit	Yes 🗌	No 🗌	
Name:	Phones:			Cell	Verbal Password/Code
Name:	Phones:				Verbal Password/Code
Name:	Phones:			Cell	Verbal Password/Code
Name: Email/Text Notification Email:	Phones:		÷	Cell Home	
	Phones:	Answer:	Ė	Cell Home Work	
Email/Text Notification Email: Security Question:	Phones:	Answer: Can Edit	Yes 🗍	Cell Home Work	
Email/Text Notification Email; Security Question:				Cell Home Work *Text - Cel	
Email/Text Notification Email: Security Question: Permissions: Can Put System in Test Ye	es No			Cell Home Work *Text - Cel	l Carrier:
Email/Text Notification Email: Security Question: Permissions: Can Put System in Test Ye	es No			Cell Home Work *Text - Cel  No  Cell	l Carrier:
Email/Text Notification Email: Security Question: Permissions: Can Put System in Test Ye	es No		Yes 🗍	Cell Home Work *Text - Cel No  Cell Home	Verbal Password/Code
Email/Text Notification Email: Security Question: Permissions: Can Put System in Test Ye Name:	es No		Yes 🗍	Cell Home Work *Text - Cel  No  Cell Home Work	Verbal Password/Code

<sup>\*\*</sup> Additional data charges may apply from your cellular provider

•	After-Dispat	ch of Law E	nforce	ment	Ce	PY Party.
Name:	Phones:			Cell	Verbal Password/Code	- CON
				- Home	,	
Scott Hand				- Work		
Email/Text Notification Email:			**	Text - Cell	Carrier:	
Security Question:		Answer:				:
Permissions: Can Put System in Test Ye	es No	Can Edit	Yes 🔲	No 🗌		
Name:	Phones:			Cell	Verbal Password/Code	
1. 1001				Home		
Armando Quintana				Work		
Email/Text Notification Email:			**	*Text - Cel	Carrier:	
Security Question:		Answer:				
Permissions: Can Put System in Test Ye	es No No	Can Edit	Yes 🔲	No 🔲		
Name:	Phones:			Cell	Verbal Password/Code	Albert Co. Sci.
Bar an 1/ ()				Home		
Bruce Varish				Work		
Email/Text Notification Email:			**	*Text - Cel	l Carrier:	
Security Question:		Answer:				
Permissions: Can Put System in Test Ye	es No 🗌	Can Edit	Yes 🗌	No 🔲		
Name:	Phones:			Cell	Verbal Password/Code	
John Mathias				Home		
John Mathies				Work		
Email/Text Notification Email:			**	*Text - Cel	l Carrier:	
Security Question:		Answer:				
Permissions: Can Put System in Test Ye	s No	Can Edit	Yes 🗌	No 🗌		
** Additional data charges may apply from yo	ur cellular provider					
(*Optional) Supervised Open-Close (Skip	this step if you have not ch	osen to add this s	ervice to	your acco	ount)	
	OPEN - CLO				Market and the second	OPEN - CLOSE
WAS THE FEET SAME	SUN 5 AM to 6	FMM□ T□	W	TH <u> </u>	F SA SU	
MO TO WO THO FO SAO	su	MD TD	W	TH	F SA SU	
Person(s) authorized to modify Open-Close:	Scott HANT	Patric	KFi-	tzgeo	reld, Alyssa C	Dink
Subscriber represents and warrants that it has Co to administer the relationship and the agre contact list at the telephone numbers and/or e including consent to record telephone converse	ement between Subscriber an mail addresses provided using	d Alarm Co., includ	ing, but no	ot limited to	o, contacting the individual	s listed on this
Dan Guild			Data	٠ ا ح	T. Fitzmon	d
Authorized Representative -	Alarm Co		- Part Pr		Subscriber Printed Name	
		Ву: //	24-1	121	Totald -	
		170	MACK Sub	scriber Sign	ghature	Date Signed

Copy PgZ:

		THE OWNER OF THE PERSON.				200
Name:	Phones:			Cell	Verbal Password/Code	
Justin Roquellone				Home		
Josin requestione				Work		
Email/Text Notification Email:		*	**Text - Cel	l Carrier:		
Security Question:	1	Answer:			Walter and the second s	
Permissions: Can Put System in Test Y	es No	Can Edit	Yes 🗌	No 🔲		
Name:	Phones:			Cell	Verbal Password/Code	
Cony taylor				Home		
cong ragion				Work		
Email/Text Notification Email:			,	**Text - Cel	ll Carrier:	
Security Question:		Answer:				
Permissions: Can Put System in Test Y	es No	Can Edit	Yes 🗌	No 🔲		
Name:	Phones:			Cell	Verbal Password/Code	
Mike Chavez				Home		
MIKE CHEVEZ				Work		
Email/Text Notification Email:				**Text - Ce	Il Carrier:	
Security Question:		Answer:				
Permissions: Can Put System in Test Y	es No	Can Edit	Yes 🗌	No 🗌		
Name:	Phones:			Cell	Verbal Password/Code	
211111111111111111111111111111111111111	1			Home		
Partrock Fotogoral				—— Work		
Email/Text Notification Email:				**Text - Ce	Il Carrier:	
Security Question:		Answer:				
Permissions: Can Put System in Test Y	es No	Can Edit	Yes 🗌	No 🗌		
** Additional data charges may apply from yo	our cellular provider					
(*Optional) Supervised Open-Close (Ski	p this step if you have not chosen	to add this	s service to	o your acc	ount)	
•	OPEN - CLOSE					OPEN - CLOSE
M TO W THO F SA	] SU□	M T	□ W□	TH <u>□</u> 』	F SA SU	
MO TO WO THO FO SAC	] SU <u></u>	M T		TH_	F SA SU	
Person(s) authorized to modify Open-Close:						
	English day					
Subscriber represents and warrants that it has Co to administer the relationship and the agricontact list at the telephone numbers and/or including consent to record telephone converted.	eement between Subscriber and Ala email addresses provided using SM	arm Co., incl	luding, but r	not limited t	to, contacting the individual	ls listed on this
Dan Guild			, C.		7 7 1	i fl
			467	nick	J. TITZUPN	2)0
Authorized Representative	- Alarm Co	-	401	nick	Subscriber Printed Name	
Authorized Representative	- Alarm Co	- Ву:	Jot. 1	nick 1 Z1	Subscriber Printed Name	9.10

Name:	Phones:	·	Cell	Verbal Password/Code
alysse aviun			Home	
Cery 554 40000	,		Work	
Email/Text Notification Email:			**Text - Ce	Il Carrier:
Security Question:		Answer:		
Permissions: Can Put System in Test	Yes No	Can Edit Yes 🗌	№ 🗌	
Name:	Phones:		Cell	Verbal Password/Code
			Home	
			Work	
Email/Text Notification Email:	,		**Text - Ce	Il Carrier:
Security Question:		Answer:	-	
Permissions: Can Put System in Test	Yes No	Can Edit Yes ☐	No 🗌	
Name:	Phones:		Cell	Verbal Password/Code
			— Home	
			Work	
Email/Text Notification Email:			**Text - Ce	ell Carrier:
Security Question:		Answer:		
Permissions: Can Put System in Test	Yes No	Can Edit Yes	No 🔲	
Name:	Phones:		Cell	Verbal Password/Code
			 Home	
			 Work	
Email/Text Notification Email:			**Text - Ce	ell Carrier:
Security Question:		Answer:		
Permissions: Can Put System in Test	Yes No	Can Edit Yes	No 🗌	
** Additional data charges may apply from	our cellular provider			
*Optional) Supervised Open-Close (Sk	ip this step if you have not cho	sen to add this service t	o your acc	count)
, , , , , , , , , , , , , , , , , , , ,	OPEN - CLOS			OPEN - CLOSE
	OF LIN - GLOC	'L		OF EN - GEOSE
M T W TH F SA	] su[]	M T W	TH	F□ SA□ SU□
M□ T□ W□ TH□ F□ SA[	] su[]	M T W	TH	F□ SA□ SU□
Person(s) authorized to modify Open-Close:				
cradings additionized to modify open-oldae.				
Subscriber represents and warrants that it h	as obtained the express consent	from those listed on the ca	all list, for A	larm Co to contact them in any effort by Alarm
Co to administer the relationship and the ac	reement between Subscriber and	Alarm Co., including, but	not limited	to, contacting the individuals listed on this r automated calling devices to deliver messages
including consent to record telephone conve	ersations with Alarm Co.	/	7	1 72
Dan Guild		, /2	wol 1	1. Hunde
Authorized Representativ	e - Alarm Co	<del></del>		Subscriber Printed Name
		By: Dis	レーオ	7-1-1-19
•		<u> </u>	ルbscriber S	Signature Date Signed

AESD/AEDT4912

# **Commercial Security System and Services Agreement**

Alarm Company ("Alarm Co"):

Customer #: 196135

7677 W. Ken Caryl Avenue -

Pump Station

Platte Canyon Water and Sanitation

# Subscriber ("Sub"):

Main Office

1111 Church Rd., Aurora, IL 60505

630.844.6300 adsalarm.com



Colorado Branch, DBA

Littleton, CO 80128

ALARM DETECTION SYSTEMS, INC. SAFE SYSTEMS, INC. 421 S. Pierce Ave., Louisville, CO 80027 303.444.1191 safe-systems.com

Alarm Co agrees to furnish Sub with installation and services as described or checked. Sub agrees to accept all Alarm Co equipment and services pursuant to the terms and conditions of this Agreement and at Alarm Co's established rates. Wireless transmitting equipment, CPU chip, software, data, passcode to the software and the transmitting and receiving equipment necessary for monitoring service remains the property of Alarm Co. Title and ownership of all other equipment, wiring and apparatus shall  $\square$  remain with Alarm Co, or  $\boxtimes$  transfer to Sub upon full payment of the purchase price.

MONITORIN	NG: SYSTEM TYPE: MONITORING STATION ("CS"):			FIRE ALARM	OTHER:	
ļ	COMMUNICATION CHANNEL:	DIGITAL	☐ INTE	RNET	☑RADIO ☐CELLI	JLAR OTHER:
İ	ENHANCEMENTS:	SUPERVIS	ED OPEN	NING/CLOSING	OPENING/CLOSIN	G, LOG ONLY
		□EMAILED REPORTS		□ELECTRONIC SIGNAL NOTIFICATION (E.G., TEXT OR EM,		
REPAIR	FULL PARTS & LABOR REPAIR:	BURGLAR	FIRE	□сст∨	Access Control	OTHER:
SERVICE:	BILLABLE T & M ON REQUEST:	BURGLAR	FIRE	□cctv	☐Access Control	OTHER:
TESTING:		"A=ANNU	AL S=S	SEMI-ANNUAL	Q=QUARTERLY M=MO	NTHLY"
	FIRE ALARM B	URGLAR <b>A</b> LARM	I		SPRINKLER SYS	FIRE EXTINGUISHERS
	BACKFLOW(S) E	NGINEERED SYS	s		EMERGENCY LIGHTING	KITCHEN SYS
OTHER:	☐RUNNER SERVICE		<b>□</b> ALAF	RM APP.	☐INSTALL ONLY	□Takeover
amount is tadvance. A		of installation, and on the may be add	and shall led to all a	pay, in addition, amounts that rem	for ongoing services the sur pain unpaid for more than th	o Sub shortly thereafter, and the unpaid on of \$94.00 per month, payable quarterly in irty (30) days, which is an Annual

## **System Description**

QTY	DESCRIPTION	LOCATION	EXISTING
1	TAKEOVER FIRE	West wall ( Firelite MS10UD )	
1	Fire Intellipro 7707 Rev 2.0		
3	Existing Smoke Detector		E
3	Existing Pull Station		E
2	Existing Heat Detector		E
1	Tamper Switch For Aes Radio		
1	Ground Clamp		
1	1640 Plug In Xfrmer Enclosure		
1	16V40Vac Transformer		
1	12 Volt 12 Amp Hour		
1	8X8 UL Fire Radio Rev 2.0		

## ADDITIONAL TERMS AND CONDITIONS

- 1. Alarm Co assumes no liability for interruption of service or installation due to labor disputes, floods, riots, fires, interruptions in communication services, acts of God, or any causes beyond the control of Alarm Co, and Alarm Co is not required to supply service to Sub while such interruptions exist. Sub has the affirmative duty to inform Alarm Co, prior to beginning of installation, of every location at the premises where Alarm Co should not (because of concealed obstructions or hazards such as pipes, wires, or asbestos) enter or drill holes. Unless so notified, Alarm Co will determine where to drill holes and place equipment. Alarm Co will take reasonable precautions to avoid concealed obstructions, but has no means of determining with certainty if they exist. If asbestos or other health hazardous material is encountered during installation, Alarm Co will cease work until Sub has, at Sub's sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose danger to personnel. Costs incurred to repair pipes, wire, or other obstructions, and any resulting damaged walls, ceilings, floors or furnishings shall be Sub's sole expense and responsibility. In no case shall Alarm Co be liable for discovery or exposure of hidden asbestos or other hazardous material.
- 2. Sub will provide access to premises to Alarm Co for installation or service of System. Sub understands Alarm Co may use subcontractors to provide installation, repair, monitoring and other services and agrees that installation of the System does not create a fixture to Sub's premises. In the event Sub is not the owner of premises. Sub warrants that they have obtained the written consent of owner for the installation and removal of System. Alarm Co will have the right to install transmitting and receiving equipment in the telephone or mechanical equipment room and on the roof or top of Sub's buildings or structures. Sub agrees to furnish necessary continuous 110 volt non-switched dedicated electrical circuits and outlets at Sub's expense for Alarm Co equipment. Sub will provide adequate lighting for any CCTV system and otherwise provide the proper environment for the System per manufacturer specifications or as Alarm Co may reasonably request. Sub also agrees to allow surface wiring as needed and understands that any requirement for (A) plenum wire, (B) conduit, (C) a nonstandard business hour schedule, (D) union workers, or (E) prevailing wage rates will be at an additional charge unless specified in Agreement.
- 3. Alarm Co agrees, in accordance with repair services chosen by Sub as checked or as provided, to repair System during the term of Agreement. Alarm Co shall make any necessary repairs as soon after receipt of notice from Sub as is reasonably practical. Sub agrees that while Alarm Co's duty to service System is subject to the availability of the original part or equipment from original manufacturer, Alarm Co may elect to use new or refurbished substitute components or replacement parts of similar operational intent. When Alarm Co initiates services to Sub in whole or in part at the request of Sub, or as a result of the acquisition of Sub from another alarm company. Alarm Co shall have no duty to test signaling unless Alarm Co reprograms or installs new monitoring equipment. Alarm Co will then test one signal of each type to be monitored (e.g., burglar, hold up, duress, fire alarm, fire trouble, fire supervisory). Unless specifically requested to do so in writing by Sub, Sub has no expectation and Alarm Co has no duty to (A) perform a partial or complete System test during any service visit, whether to reprogram control, repair a defect or at any other time, or (B) re-engineer System or verify its compliance to current code even when System of Sub, through the passing of time, changes in the code or otherwise, is not code compliant. Sub also acknowledges that defects or deficiencies noted on Alarm Co service or test reports not covered by Alarm Co repair service agreement will not be repaired unless specifically requested to do so by Sub in writing. Sub agrees that all changes to System necessitated by a change in telephone service, including dialing pattern or area code changes, and all repair services to System caused by remodeling, code requirements, corrosive atmosphere, improper use of System, misuse, abuse, vandalism, lightning or any other act of God are billable even when Sub has a repair service agreement in force.
- 4. Sub understands that the System and transmitting equipment are not infallible and may fail to generate the intended signals and, irrespective of the communications equipment or service used, the communication of data from the System may be interrupted, cut off, circumvented or otherwise compromised. During an outage, signals will not be received by the CS nor will CS have any reliable notification that such outage exists. Internet, cellular or radio service used as a primary or secondary communications path are all subject to transmission interruptions. Cellular or radio signaling may be interrupted by atmospheric conditions or jamming and Internet service may be adversely affected by line cut, Internet traffic, computer maintenance or other conditions beyond the control of Alarm Co which may prevent or delay alarm signal transmission to CS. Sub further understands that all communication services are probabilistic by their nature, and acknowledges that multiple types of communications equipment and redundant services are available at additional cost to increase system reliability and the likelihood of signals being successfully communicated to CS. It is Sub's sole responsibility to (A) routinely test and confirm that the Sub's communications equipment and services used to transmit data to CS remain functional with System, especially when there are any changes to such communications equipment or services; (B) immediately after the installation of DSL, Voice over Internet (VOIP) or other broadband service, test the System's signal transmission with CS because such change may prevent the System from sending alarm signals to CS, and (C) test the System, including testing any motion detectors, any other electronic equipment, the communications equipment and service periodically, at least monthly, and Sub shall immediately report to Alarm Co any problem with System, When standard telephone service is used for signaling to CS and the System is activated, Sub may be unable to use their telephone to make other calls (such as calls to the 911 emergency operators) during the transmission of alarm data and therefore Sub may wish to have System connected to a second telephone line.
- 5. Sub acknowledges and agrees that both Sub and Alarm Co are required to comply with all laws, rules and regulations regarding monitoring and alarm response enacted or adopted by the authority having jurisdiction (AHJ). The CS may modify or discontinue any particular response service due to governmental or insurance requirements by giving Sub notice. If alarm signal is transmitted to an Other CS, policies and procedures are determined by that entity. Upon receipt of an alarm signal at Alarm Co CS from Sub's premises, CS will first make attempts to communicate with Sub or its representatives to attempt to verify whether or not an emergency condition exists. If CS believes that an emergency condition may exist, CS will then make a reasonable effort to notify police, sheriff, fire department or other AHJ. CS shall make a reasonable effort to notify Sub or its designated representative by telephone or other means unless runner service or private runner is provided or CS has been instructed to do otherwise by Sub. Should Sub's representative fail to respond within thirty (30) minutes to an alarm with an outside ringer which is causing a disturbance, or an alarm which is constantly transmitting signals to the CS, Sub authorizes Alarm Co to use its discretion to gain entry to building with whatever method is required, including forcible entry, and remedy malfunction on behalf of Sub. Furthermore, Sub agrees to pay Alarm Co for such service at then current rates for such call. If AHJ has a physical on-site verification requirement, upon receipt of alarm signal, CS will not notify the AHJ and shall only attempt to notify Sub's designated representative or, if subscribed to by Sub, a private responder in accordance with written instructions from Sub. If private responder notifies CS that an emergency condition has been observed, CS will then notify the AHJ.
- 6. If runner service is provided, CS will dispatch Alarm Co runner responder or runner subcontractor to the Sub premises when available. Runner will meet and provide access to the Sub premises for the owner's representative or responding police or fire authorities if Alarm Co has keys for the premises. Alarm Co is not providing a guard or policing function (armed or unarmed) and has no duty to attempt to apprehend unauthorized people. Alarm Co is not a law enforcement agency, Alarm Co does not insure or guarantee the personal safety of any person or the security of any property.
- 7. Sub hereby agrees that Alarm Co shall have the right to amend the terms and conditions of this Agreement, including but not limited to service charges, at any time or times beginning six (6) months after the date of this Agreement by giving Sub written notice a minimum of sixty (60) days in advance of the effective date of such change. If Sub is unwilling to accept the amended terms and conditions and notifies Alarm Co in writing by sending a letter by first class USPS mail to "Customer Service, 1111 Church Road, Aurora, IL 60505" or by email to CustomerService@adsalarm.com, at least thirty (30) days prior to the effective date of such modification, Alarm Co shall be permitted, at its sole option, upon written notice to Sub, to terminate this Agreement as if the term had expired or, in the alternative, to allow this Agreement to remain in full force and effect without further notice. Failure to notify Alarm Co in writing at least thirty (30) days prior to the effective date of the amendment will constitute Sub's consent to amend, and all other terms and conditions of this Agreement shall remain in full force and effect.
- 8. Sub confirms that the personal information about it and third parties that Sub provided to Alarm Co is true and complete and that Sub shall notify Alarm Co without delay of any change to this information. Sub consents to Alarm Co's use of Sub's personal information and that of third parties provided to Alarm Co for the purpose of monitoring, setting up and administering your security services (including credit approval, invoicing, collection and to provide you with information on new services or equipment). You have obtained the consent of the third parties, whose personal information you provided to Alarm Co, to use such personal

Page 2 of 7 CO 821 information for the administration of your account with Alarm Co and as provided in this Agreement. You consent and agree that we may collect (including your consent to record your telephone conversations with our representatives), use, disclose, and transfer your personal information, and that of third parties provided by you, to our parents, affiliates, subsidiaries, and our successor corporations, any sub-contractor or assignee of this Agreement or any applicable authority having jurisdiction that requests such information to administer alarm monitoring services or alarm system license, permit or similar programs.

Upon Sub's failure to pay any sums due Alarm Co under this Acreement, or upon termination of service by Sub or Alarm Co, Alarm Co may terminate its obligations under this Agreement and remove any Alarm Co owned radio equipment, wiring and apparatus from Sub's premises or alternately abandon all or any portion of the System. If Sub does not permit Alarm Co to recover all Alarm Co owned radio, equipment, wire and apparatus, monthly charges will be continued solely as a rental fee for such equipment (with no other services to be provided by Alarm Co) until Alarm Co is allowed to recover its equipment. Alarm Co will have no obligation to repair or redecorate any portion of Sub's premises due to the removal of Alarm Co's System. At such time, all charges incurred under the terms of this Agreement, up to cancellation date, shall immediately become due and payable. In addition, the parties agree that it would be very difficult, if not impossible, to ascertain actual damages for any breach of Agreement by Sub, and the parties agree that Sub shall immediately pay to Alarm Co, upon any breach, or upon premature cancellation of service by Sub, as and for liquidated damages, the sum of seventy-five percent (75%) of any charges remaining to be paid under the terms and life of this Agreement. The parties further agree that Sub shall pay all court costs, collection fees and reasonable attorney's fees of thirty-three and one-third percent (33 1/3%) of all monies remaining to be paid under this Agreement, if Alarm Co places this Agreement in the hands of an attorney for collection.

- 9. If any AHJ requires any changes and/or permit fees to the above system, it will be at additional expense to the Sub. If Alarm Co incurs any new or increased charges for use of telephone or other communication lines or services, or if any new or increased taxes or license fees shall be incurred by Alarm Co which increase Alarm Co's cost of performing this Agreement, the proportional share of such costs shall be payable by Sub in increased monthly charges. If Sub requests Alarm Co to do business with a third party for reasons including, but not limited to, submitting reports, uploading invoices and acquiring certificates of insurance, which increases Alarm Co's cost of performing this Agreement, the proportional share of such costs shall be payable by Sub in increased monthly charges. Sub gives Alarm Co its consent to order an access connection on Sub's line from a telephone or cable company to provide monitoring service. Sub agrees to pay any false alarm fines or assessments, permits, taxes, fees or other charges relating to the installation or services provided under this Agreement charged by any governmental body.
- 10. Sub shall not permit any person or entity to connect any device, contrivance or apparatus to the lines, wires or equipment of Alarm Co System, or to alter, remove or tamper with any software, data, access codes or System equipment, except the authorized agents of Alarm Co, without the written permission of Alarm Co. Sub warrants and represents that Sub is not under any enforceable agreement with any other party for any service, repair, monitoring or other work that Alarm Co is providing under this Agreement.
- 11. LIMITATION OF LIABILITY. IT IS UNDERSTOOD AND AGREED THAT ALARM CO AND ITS DIRECTORS, OFFICERS, SHAREHOLDERS, AGENTS, ASSIGNS, EMPLOYEES, INDEPENDENT CONTRACTORS, OR MANUFACTURERS PROVIDING PORTIONS OF THE EQUIPMENT, INSTALLATION, OR SERVICES FOR SUB (INCLUDING, BUT NOT LIMITED TO, SIGNAL CARRIERS, TELEPHONE COMPANIES, MUNICIPAL AGENCIES, MONITORING PROVIDERS), ALL HEREINAFTER REFERRED TO AS "OTHERS," ARE NOT AN INSURER; THAT INSURANCE COVERING ALL LOSS, DAMAGE, AND EXPENSE ARISING OUT OF OR FROM, IN CONNECTION WITH, RELATED TO, AS A CONSEQUENCE OF OR RESULTING FROM THIS AGREEMENT, SHALL BE OBTAINED AND CONTINUOUSLY MAINTAINED BY SUB; THAT PAYMENTS PROVIDED FOR HEREIN ARE BASED SOLELY ON THE VALUE OF SYSTEM AND SERVICES AS SET FORTH HEREIN AND ARE UNRELATED TO THE VALUE OF SUB'S PROPERTY OR PROPERTY OF OTHERS LOCATED ON SUB'S PREMISES; THAT ALARM CO AND OTHERS MAKE NO GUARANTEE, REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT SYSTEM OR SERVICES SUPPLIED MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE SIGNALING, MONITORING AND RESPONSE FOR WHICH IT WAS INTENDED; THAT SUB IS NOT RELYING ON ALARM CO'S SKILL OR JUDGMENT IN SELECTING OR FURNISHING A SYSTEM OR SERVICE SUITABLE FOR ANY PARTICULAR PURPOSE.

SUB UNDERSTANDS AND AGREES THAT THE LIABILITY OF ALARM CO AND OTHERS FOR ALL LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO EXECUTION OF THIS AGREEMENT DUE TO IMPROPER INSTALLATION, IMPROPER DESIGN, OPERATION OR NON-OPERATION OF SYSTEM OR SERVICES (INCLUDING, WITHOUT LIMITATION, COMMUNICATIONS EQUIPMENT OR SERVICES NECESSARY TO TRANSMIT TO OR RECEIVE ANY DATA AT THE CS), DATA BREACH, ACCESS TO OR DISCLOSURE OF ANY PERSON'S OR ORGANIZATION'S CONFIDENTIAL OR PERSONAL INFORMATION, INCLUDING, BUT NOT LIMITED TO PATENTS, TRADE SECRETS, PROCESSING METHODS, CUSTOMER LISTS, FINANCIAL INFORMATION, CREDIT CARD INFORMATION, HEALTH INFORMATION OR ANY OTHER TYPE OF NONPUBLIC INFORMATION; OR THE LOSS OF, LOSS OF USE OF, DAMAGE TO, CORRUPTION OF, INABILITY TO ACCESS, OR INABILITY TO MANIPULATE ELECTRONIC DATA IS EXPRESSLY LIMITED AS SET FORTH HEREIN. SHOULD THERE ARISE ANY LIABILITY ON THE PART OF ALARM CO OR OTHERS FOR ANY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ECONOMIC LOSSES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL) WHICH IS IN CONNECTION WITH, ARISES OUT OF OR FROM, RESULTS FROM, IS RELATED TO OR IS A CONSEQUENCE OF THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE (INCLUDING GROSS NEGLIGENCE) OF ALARM CO OR OTHERS INCLUDING, WITHOUT LIMITATION, ACTS, ERRORS OR OMISSIONS WHICH OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH OR SUBSEQUENT TO EXECUTION OF THIS AGREEMENT, OR BREACH OF THIS AGREEMENT, OR ANY CLAIM BROUGHT IN PRODUCT OR STRICT LIABILITY, SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR CONSEQUENTIAL DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF 10% OF THE ANNUAL SERVICE CHARGE OR \$2,000,00, WHICHEVER IS GREATER, COLLECTIVELY FOR ALARM CO AND OTHERS, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY AS SUB'S EXCLUSIVE REMEDY.

<u>IN THE EVENT THAT SUB WISHES ALARM CO OR OTHERS TO ASSUME GREATER LIABILITY,</u> SUB MAY, AS A MATTER OF RIGHT, OBTAIN FROM ALARM CO A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT PROPORTIONATE TO THE INCREASE IN EXPOSURE ASSUMED BY THE ALARM CO, BUT SUB EXPRESSLY AND EXPLICITLY ACKNOWLEDGES THAT SUCH ADDITIONAL SUM(S) PAID AND OBLIGATION(S) UNDERTAKEN SHALL IN NO EVENT MAKE ALARM CO OR OTHERS INSURERS. THIS LIMITATION OF LIABILITY COVERS ALL ALARM CO SUPPLIED EQUIPMENT AND SERVICES, INCLUDING BUT NOT LIMITED TO MONITORING, AT ALL OF SUB'S LOCATIONS. SUB ACKNOWLEDGES THAT ADDITIONAL PREMISES PROTECTION AND A HIGHER LEVEL OF SECURITY FOR ALARM SIGNAL TRANSMISSION TO THE CS ARE AVAILABLE AT ADDITIONAL COST TO

12. <u>INDEMNIFICATION.</u> IF ANYONE OTHER THAN SUB ASKS ALARM CO OR OTHERS TO PAY FOR ANY HARM OR DAMAGES (INCLUDING PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) CONNECTED WITH OR RESULTING FROM (I) A FAILURE OF THE SYSTEM OR SERVICES, (II) ALARM CO'S OR OTHER'S OWN NEGLIGENCE, (III) ANY OTHER IMPROPER OR CARELESS ACTIVITY OF ALARM CO OR OTHERS IN PROVIDING THE SYSTEM OR SERVICES OR (IV) A CLAIM FOR INDEMNIFICATION OR CONTRIBUTION, SUB WILL REPAY, RESPECTIVELY, TO ALARM CO OR OTHERS (A) ANY AMOUNT WHICH A COURT ORDERS ALARM CO OR OTHERS TO PAY OR WHICH ALARM CO OR OTHERS REASONABLY AGREE TO PAY, AND (B) THE AMOUNT OF ALARM CO'S OR OTHER'S REASONABLE ATTORNEY'S FEES AND ANY OTHER LOSSES AND COSTS THAT ALARM CO OR OTHERS MAY PAY IN CONNECTION WITH THE HARM OR DAMAGES. SUB'S OBLIGATION TO REPAY ALARM CO OR OTHERS FOR SUCH HARM OR DAMAGES SHALL NOT APPLY IF THE HARM OR DAMAGES HAPPENS WHILE ONE OF EITHER ALARM CO'S OR OTHER'S EMPLOYEES OR SUBCONTRACTORS ARE IN OR ABOUT THE PROTECTED PREMISES, AND SUCH HARM OR DAMAGES IS SOLELY CAUSED BY THAT EMPLOYEE OR SUBCONTRACTOR, SUB HEREBY RELEASES ALARM CO AND OTHERS FOR LOSSES, DAMAGES AND EXPENSES (I) COVERED BY SUB'S INSURANCE POLICIES, (II) POLICY DEDUCTIBLES, CO-PAY PERCENTAGE, OR RETAINED LIMITS, (III) IN EXCESS OF

CO 821

### AMOUNTS PAID BY SUB'S INSURANCE, AND (IV) DUE TO UNDERINSURANCE. UNDER NO CIRCUMSTANCE, SHALL ALARM CO INDEMNIFY SUB.

- 13. WAIVER OF SUBROGATION. Sub hereby waives all claims for recovery against Alarm Co or Others for any loss or damage to any of Sub's property insured under valid or collectible insurance policies. This waiver of subrogation rights shall extend to all forms of subrogation, including but not limited to equitable and conventional subrogation, and shall be binding on any and all assignees or subrogees of Sub's rights. Sub agrees to shift the risk of loss to its insurers who have expressly contracted to accept the risk of loss as to Sub's property. Sub expressly and explicitly acknowledges that its insurers have undertaken said risk of loss as to its property and that those insurers have charged Sub a fee or premium commensurate with that undertaking of risk of loss. Sub will notify its insurance company of this release.
- 14. All verbal or written communication between the parties which occurred prior to the date of this Agreement are merged into terms of this Agreement and the entire agreement of the parties is expressed hereinabove and no verbal understandings or agreement shall alter, change or modify the terms and provisions of this Agreement except that additional protection offered by Alarm Co to Sub remains available subject to current pricing. Sub is not relying on any advice or advertisement of Alarm Co. In the event that any provision of this Agreement is found to be unenforceable, all other terms shall remain in full force and effect. It is understood and agreed that if there is any conflict between this Agreement and Sub's purchase order, or any other Sub document, this Agreement will govern whether such purchase order or other document is executed prior or subsequent to this Agreement and that any work performed under any Sub constructiontype contract or purchase order is subject to the terms and conditions of this Agreement. Alarm Co may assign this Agreement without prior notice or consent of Sub; however, Sub may not assign this Agreement unless such assignment is consented to in writing by Alarm Co. Sub further agrees that this Agreement becomes effective only upon either (i) an officer of Alarm Co signing a copy of this Agreement or (ii) Alarm Co commences the work to be performed under this Agreement. Sub further acknowledges that Sub may not receive a copy of Agreement signed by an officer of Alarm Co and that lack of such a receipt shall not, in any way, invalidate or otherwise affect this Agreement. This Agreement is deemed executed in Kane County, Illinois, shall be governed by Illinois law and venue shall be exclusive in the Circuit Court of Kane County, Illinois should any dispute between Alarm Co and Sub be litigated. The parties hereby waive any objection they may have to jurisdiction or venue of any such suit, and further waive trial by jury in any action between them. No suit or action shall be brought against Alarm Co or Others more than one year after the accrual of the cause of action. Sub also waives the right to initiate or participate in a class action litigation or arbitration against Alarm Co. In any action commenced by Alarm Co against a non-residential Sub, Sub shall not be permitted to interpose any counterclaim. The interpretation of this Agreement shall not be construed against the drafter. If Sub moves, Sub may move the alarm service to Sub's new location upon the payment of reasonable costs incurred in transferring the System to the new location, All terms contained in this Agreement will remain in full force and effect and Sub will continue to be liable for the remaining period under terms of this Agreement.
- 15. THE INITIAL TERM OF THIS AGREEMENT IS FOR 12 MONTHS, WHICH SHALL COMMENCE FROM THE DATE ON WHICH THE MONTHLY CHARGES OR TIME AND MATERIAL CHARGES UNDER THIS AGREEMENT BECOME EFFECTIVE, AND THEREAFTER SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE TERMS EQUAL TO THE INITIAL TERM. THIS AGREEMENT IS TERMINABLE BY EITHER PARTY UPON WRITTEN NOTICE BY FIRST CLASS USPS MAIL TO "CUSTOMER SERVICE, 1111 CHURCH ROAD, AURORA, IL 60505" OR BY EMAIL TO CUSTOMERSERVICE@ADSALARM.COM, MADE AT LEAST THIRTY DAYS PRIOR TO THE END OF THE INITIAL TERM OR ANY RENEWAL TERM.

16. Sub acknowledges that paragraph 11 (limitation of liability), paragraph 12 (indemnification of Alarm Co), paragraph 13 (waiver of subrogation), and paragraph 14 are made part of this Agreement and shall survive the termination of this Agreement.

By: Dan Guild	(Hamos) - toteresold 3/20/19
Authorized Representative - Alarm Co	Subscriber Signature Date
Approved Officer - Alarm Co	Patrick T Fitzgera W

#### Additional Comments:

Monitoring of existing panel and devices. The monthly monitoring rate is guaranteed to not increase during the intimal term of this agreement. Any proposed rate increase will not exceed CPI.

## **Central Monitoring Station Data Form**

Alarm Company ("Alarm Co"):

Main Office

ALARM DETECTION SYSTEMS, INC.

1111 Church Rd., Aurora, IL 60505 630.844.6300 adsalarm.com

Customer #: 196135

Colorado Branch, DBA

SAFE SYSTEMS, INC.

421 S. Pierce Ave., Louisville, CO 80027 Littleton, CO 80128 303.444.1191 safe-systems.com

Subscriber ("Sub"):

Platte Canyon Water and Sanitation

7677 W. Ken Caryl Avenue -

Pump Station

#### **EXPLANATION**

Before Dispatch: These are the people we would attempt to notify before dispatching the authorities. This does not apply to Hold Up or Fire Alarms. Email or Text Notification: You can supply an email address and/or cell phone number for texting to be used for alarm notification.

Security Question/Answer: Supply a question and answer we can ask in the event you forget your verbal password.

Example: What is the name of your favorite pet? Answer: George What is the name of your oldest child? Answer: Sue

What was the make of your first car? Answer: Ford

Permissions: "Can Put System in Test" this will authorize the user to take the system out of service. "Can Edit" This will authorize the user to make changes to data in the account.

Note: We recommend at least three contacts on the Call List below.

<b>Premises</b>	24-Hour	ringing	phone	WITHOUT	night	voice-	mail
-----------------	---------	---------	-------	---------	-------	--------	------

	Ext.		
Password/Code			

				_		
Name:		Phones:			Cell	Verbal Password/Code
1					Home	
			-		Work	
Email/Text Notific	cation Email:			*	*Text - Cel	l Carrier:
Security Question	n:		Answer:			
Permissions: C	Can Put System in Test	∕es No □	Can Edit	Yes 🗌	No 🔲	
Name:		Phones:			Cell	Verbal Password/Code
					Home	
					Work	
Email/Text Notific	cation Email:	-		*	*Text - Cel	l Carrier:
Security Question	n:		Answer:			
Permissions: C	Can Put System in Test	∕es No ☐	Can Edit	Yes 🔲	No 🔲	
Name:		Phones:			Cell	Verbal Password/Code
Name:		Phones:			Cell Home	Verbal Password/Code
Name:		Phones:			_	Verbal Password/Code
Name:  Email/Text Notific	cation Email:	Phones:			Home	
		Phones:	Answer:	*	Home Work	
Email/Text Notific	n:	Phones:		Yes 🔲	Home Work	
Email/Text Notific	n:				Home Work *Text - Cel	
Email/Text Notifice Security Question Permissions: C	n:	∕es No □			Home Work *Text - Cel No  Cell	l Carrier:
Email/Text Notifice Security Question Permissions: C	n:	∕es No □			Home Work  *Text - Cel No  Cell Home	l Carrier:
Email/Text Notifice Security Question Permissions: C Name:	n: Can Put System in T <b>e</b> st	∕es No □		Yes 🗌	Home Work  *Text - Cel No  Cell Home Work	Verbal Password/Code
Email/Text Notifice Security Question Permissions: C Name: Email/Text Notifice	n: Can Put System in Test N	∕es No □	Can Edit	Yes 🗌	Home Work  *Text - Cel No  Cell Home	Verbal Password/Code
Email/Text Notifice Security Question Permissions: C  Name:  Email/Text Notifice Security Question	n: Can Put System in Test Cation Email:	∕es No □		Yes 🗌	Home Work  *Text - Cel No  Cell Home Work	Verbal Password/Code

<sup>\*\*</sup> Additional data charges may apply from your cellular provider

Name:	Phones:		Cell	Verbal Password/Code
			Home	
			Work	
Email/Text Notification Email:			**Text - Cel	l Carrier:
Security Question:		Answer:		
Permissions: Can Put System in Test Y	es No	Can Edit Yes ☐	No 🔲	
Name:	Phones:		Cell	Verbal Password/Code
			Home	
			Work	
Email/Text Notification Email:			**Text - Cel	I Carrier:
Security Question:		Answer:		
Permissions: Can Put System in Test Y	es No	Can Edit Yes	No 🔲	
Name:	Phones:		Cell	Verbal Password/Code
			—— Home	
			 Work	
Email/Text Notification Email:			**Text - Cel	l Carrier:
Security Question:		Answer:		
Permissions: Can Put System in Test Y	es No	Can Edit Yes	No 🗌	
Name:	Phones:		Cell	Verbal Password/Code
			Home	
			 Work	
Email/Text Notification Email:	1		**Text - Cel	l Carrier:
Security Question:		Answer:		
Permissions: Can Put System in Test Ye	es No	Can Edit Yes	No 🔲	
** Additional data charges may apply from yo	ur cellular provider			
(*Optional) Supervised Open-Close (Ski	p this step if you have not chosen	to add this service t	o your acco	ount)
	OPEN - CLOSE			OPEN - CLOSE
	1 CUI	NACT TEL 10/C	TUE	
M T W TH F SA	] SU□	M T W	TH	F SA SU
M T W TH F SA	] SU□	M T W	TH	F□ SA□ SU□
Person(s) authorized to modify Open-Close:				
Subscriber represents and warrants that it hat Co to administer the relationship and the agree contact list at the telephone numbers and/or including consent to record telephone conver	eement between Subscriber and Ala email addresses provided using SM	rm Co., including, but	not limited to	
Dan Guild		Patr	rick i	J. Fitzgembl
Authorized Representative	- Alarm Co			Subscriber Printed Name
		By: <u>Fair</u>	what I ubscriber Sign	Filmword 3/20/19 gnature) Date Signed

# **Down Payment / Progress Billing / Final Billing**

Customer #: 196135	Proposal #: PRO-137286	Quote #: QT-0010233
Please indentify your preferred payment meth	nod for all Down Payment, Progress or Final Billin	g related to the work you have contract for.
☐ I would like to pay via Credit Ca	rd	
☐ I would like to pay via Bank Acco	ount ACH	
Please email an Invoice immedi	ately, and we will pay upon Receipt	
Down Payment Percent: <b>50</b> %		
Person to contact to obtain the information	nabove Alyssa Quinn	
Phone # of person stated above <u>3<i>0</i>3</u>	<i>-979-23</i> 33	
E-Mail of person stated above	uinne plattecanyon.o	re
Our contract administrator will call the person contract, Please advise them we will be calling	above to securely record credit card or bank acco	ount information upon receipt of the signed
Signed Patrick T	Agerala_	

# EXHIBIT A ADDENDUM TO COMMERCIAL SECURITY SYSTEM AND SERVICES AGREEMENT

(7677 W. Ken Caryl Ave. – Fire Alarm)

Name of Entity:

Platte Canyon Water and Sanitation District

Name of Contractor:

Alarm Detection Systems, Inc., an Illinois corporation, d/b/a

Safe Systems, Inc.

## ADDITIONAL PROVISIONS

Compliance with Laws. Contractor certifies that it will comply with the 1. provisions of Section 8-17.5-101, C.R.S., et seq. Contractor shall not knowingly employ or contract with an illegal alien to perform services under this Contract or enter into an agreement with a subcontractor that knowingly employs or contracts with an illegal alien. Contractor represents, warrants and agrees that it has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the E-Verify Program or the Department Program described in Section 8-17.5-101, C.R.S. Contractor shall not use the E-Verify Program or the Department Program procedures to undertake preemployment screening of job applicants while this Contract is being performed. If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall: (i) notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (ii) terminate the subcontract with the subcontractor, if within three (3) days of receiving such notice the subcontractor does not stop employing or contracting with the illegal alien, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Contractor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of Section 8-17.5-101, et seq., C.R.S., the District may terminate this Contract for breach and the Contractor shall be liable for actual

damages to the District. If Contractor participates in the Department Program, Contractor shall provide the affirmation required under Section 8-17.5-102(5)(c)(II), C.R.S., to the District.

- **Limitation of Liability**. The limitation of loss provision set forth in Paragraph 11 of the Agreement is increased to \$25,000.
- 3. **Indemnification**. Notwithstanding any other provision contained in the Agreement to the contrary, District's indemnification obligations under Paragraph 12 of the Agreement are limited to, and subject to, all of the protections, immunities, limitations and defenses afforded District under the Colorado Governmental Immunity Act, Section 24-10-101, C.R.S., et. seq., regardless of whether the indemnification is for a claim arising in tort or contract, and further the obligation is given only to the extent it is covered by the District's liability insurance.
- Annual Appropriation and Budgeting. Notwithstanding any other provision contained in the Agreement to the contrary as to future calendar years, District's financial obligations under the Agreement shall be subject to annual appropriation and budgeting of funds, at the discretion of the District's Board of Directors.
- Independent Contractor. In the performance of the Services under the 5. Agreement, Contractor shall be, for all purposes, an independent contractor and not an employee or agent of the District.

ALARM DETECTION SYSTEMS, INC., an

Illinois corporation, d/b/a Safe Systems, Inc.

By: Name: Dan Guild, Authorized Representative

PLATTE CANYON WATER AND SANITATION DISTRICT

## **Central Monitoring Station Data Form**

9,10f3

Alarm Company ("Alarm Co"):

Customer #: 196112

Subscriber ("Sub"):

Main Office

Colorado Branch, DBA

South West Metropolitan Water 8739 W. Coal Mine Avenue

Littleton, CO 80123

ALARM DETECTION SYSTEMS, INC. SAFE SYSTEMS, INC. 1111 Church Rd., Aurora, IL 60505

630.844.6300 adsalarm.com

421 S. Pierce Ave., Louisville, CO 80027 303.444.1191 safe-systems.com

#### **EXPLANATION**

Before Dispatch: These are the people we would attempt to notify before dispatching the authorities. This does not apply to Hold Up or Fire Alarms.

Email or Text Notification: You can supply an email address and/or cell phone number for texting to be used for alarm notification.

Security Question/Answer: Supply a question and answer we can ask in the event you forget your verbal password.

Example: What is the name of your favorite pet? Answer: George What is the name of your oldest child? Answer: Sue

What was the make of your first car? Answer: Ford

Permissions: "Can Put System in Test" this will authorize the user to take the system out of service. "Can Edit" This will authorize the user to make changes to data in the account.

Note: We recommend at least three contacts on the Call List below.

Premises 24-Hour ringing phone WITHOUT night voice-mail:

NA	Ext.	
Password/Code		

	· · · · · · ·			
Name:	Phones: 303-921	-1426	Cell	Verbal Password/Code
Scott Hand	303-989	-7508	Home	
20 1 Mana			Work	
Email/Text Notification Email: Smhau	dopattecanyo	1.012	**Text - Cell	Carrier: Sprin
	laiden name	Answer:	7	
Permissions: Can Put System in Test Y	es No 🗆	Can Edit Yes	No□	
Name:	Phones: 303-591	-5205	Cell	Verbal Password/Code
Armando Quintana	720-254	-4977	Home	
HIMAGUE QUILTAGA			 Work	
Email/Text Notification Email: QQU	utana@plattecan	140M.009	**Text - Cell	Carrier: Sprint
	d's nœwe	Answer:		· · · · · · · · · · · · · · · · · · ·
Permissions: Can Put System in Test	est No 🗆	Can Edit Yes	No	
Name:	Phones: 303-591-	-5067	Cell	Verbal Password/Code
,	Phones: 303-591- 720-320		Cell Home	Verbal Password/Code
Name: Bruce Yarish	303561			Verbal Password/Code
Bruce Yarish	720-320	-3594	Home	
Bruce Yarish Email/Text Notification Email: Byar	720-320	-3594	Home Work	
Bruce Yarish Email/Text Notification Email: 5 yar Security Question: Nothers n	720-320	0-3594 000.009	Home Work	
Email/Text Notification Email: Security Question: Workers Mermissions: Can Put System in Test Young	720-320 ishoplatecany	0-3594 (00,000 Answer: Can Edit Yes	Home Work **Text - Cell	
Email/Text Notification Email: Security Question: Workers Mermissions: Can Put System in Test Young	720-320 ishaplattecany naiden nauve No D	0-3594  (00,000 Answer:  Can Edit Yes 1	Home Work  **Text - Cell	Carrier: Sprint
Email/Text Notification Email: Security Question: Workers Mermissions: Can Put System in Test You	720-320 ishoplattecany naiden name	0-3594  (00,000 Answer:  Can Edit Yes 1	Home Work  **Text - Cell  No.	Carrier: Sprint
Bruce Janish  Email/Text Notification Email: Sycan  Security Question: Mothers n  Permissions: Can Put System in Test Y  Name:  John Mathras	720-320 ishaplattecany naiden nauve No D	0-3594  (00,000 Answer: Can Edit Yes	Home Work **Text - Cell No Cell Home	Carrier: Spring (Verbal Password/Code
Email/Text Notification Email: Security Question: Mothers in Permissions: Can Put System in Test You Name:  John Mathres  Email/Text Notification Email: Muse	720-320 ishaplattecany naiden name Phones: 303-304 303-972	0-3594  (00,000 Answer: Can Edit Yes	Home Work  **Text - Cell  No Cell Home Work	Carrier: Spring (Verbal Password/Code

<sup>\*\*</sup> Additional data charges may apply from your cellular provider

Pg. 20-83

## **Central Monitoring Station Data Form**

Alarm Company ("Alarm Co"):

Customer #: 196112

Subscriber ("Sub"):

Main Office

Colorado Branch, DBA

South West Metropolitan Water 8739 W. Coal Mine Avenue

Littleton, CO 80123

## ALARM DETECTION SYSTEMS, INC.

1111 Church Rd., Aurora, IL 60505 630.844.6300 adsalarm.com

SAFE SYSTEMS, INC.

421 S. Pierce Ave., Louisville, CO 80027 303.444.1191 safe-systems.com

#### **EXPLANATION**

Before Dispatch: These are the people we would attempt to notify before dispatching the authorities. This does not apply to Hold Up or Fire Alarms.

Email or Text Notification: You can supply an email address and/or cell phone number for texting to be used for alarm notification.

Security Question/Answer: Supply a question and answer we can ask in the event you forget your verbal password.

Example: What is the name of your favorite pet? Answer: George What is the name of your oldest child? Answer: Sue

What was the make of your first car? Answer: Ford

Permissions: "Can Put System in Test" this will authorize the user to take the system out of service. "Can Edit" This will authorize the user to make changes to data in the account.

Note: We recommend at least three contacts on the Call List below.

Premises	24-Hour	ringing	nhone	WITHOUT	night vo	ice-mail:

NA	Ext.	_	
Password/Code			

	Belole-Bispate	II OI EUW EINOIG	01110111	
Name:	Phones: 303-59(.	-5207	Cell	Verbal Password/Code
Justin RoqueMore			Home	
2031111			Work	
Email/Text Notification Email: \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	remore@plattec	auyou.org. **	Text - Cel	Carrier: Sprint
Security Question: First day	's name	Answer:	- <del></del>	
Permissions: Can Put System in Test Ye	No 🗌	Can Edit Yes 🗌	NO AR	
Name:	Phones: 303-591	-5206	Cell	Verbal Password/Code
Cory Taylor	303-704-	2452	Home	
Cory looper		,	Work	T
Email/Text Notification Email: Cita	flor@plattecony	1001.019 **	Text - Cel	Carrier: Sprint
	maiden name	Answer:		2
Permissions: Can Put System in Test Ye	s <b>⊠</b> No □	Can Edit Yes	No	
	<u> </u>			
Name:	Phones: 303-59	1-1963	Cell	Verbal Password/Code
	Phones: 303-591 1-801-910			Verbal Password/Code
Name: Mike Chavez			Cell	Verbal Password/Code
	1-801-910	-0904	Cell Home	- argonic parts
Mike Chavez  Email/Text Notification Email: Mechan	1-801-910	-0904	Cell Home Work	- argonic parts
Mike Chavez  Email/Text Notification Email: Mechan Security Question: Moffen's p	1-801-910 vez@platecany	-0904 on.org "	Cell Home Work	- argonic parts
Mike Chavez  Email/Text Notification Email: Mechan Security Question: Moffen's p	1-801-910 vez@platteranyo	Answer:	Cell Home Work Text - Cel	- argonic parts
Mike Chavez  Email/Text Notification Email: Mechau Security Question: Methor's Mechau Permissions: Can Put System in Test Ye  Name:	1-801-910 vez@pateranya vaiden name	-0904  ON. O.G. **  Answer:  Can Edit Yes   9408	Cell Home Work Text - Cel	Carrier: Spaint
Mike Chavez  Email/Text Notification Email: Mechau Security Question: Moffen's M Permissions: Can Put System in Test Ye  Name:  Partick Fitzgeræld	1-801-910 vez@pattecanya vaiden name \$2. No□ Phones: 303-829- 303-694	-0904  ON. O.G. **  Answer:  Can Edit Yes  -9408 -9550	Cell Home Work Text - Cell Cell Home Work	Verbal Password/Code
Mike Chavez  Email/Text Notification Email: Mechau Security Question: Moffen's M Permissions: Can Put System in Test Ye  Name:  Partick Fitzgeræld	1-801-910 vez@pattecanya vaiden name \$2. No□ Phones: 303-829- 303-694	-0904  ON. O.G. **  Answer:  Can Edit Yes  -9408 -9550	Cell Home Work Text - Cell Cell Home Work	Verbal Password/Code
Mike Chavez  Email/Text Notification Email: Mechau Security Question: Methor's Mechau Permissions: Can Put System in Test Ye  Name:	1-801-910 vez@pattecanya vaiden name \$2. No□ Phones: 303-829- 303-694	-0904  ON. O.G. **  Answer:  Can Edit Yes  -9408 -9550	Cell Home Work Text - Cell Cell Home Work	Verbal Password/Code

<sup>\*\*</sup> Additional data charges may apply from your cellular provider

Ng. 30+3

## **Central Monitoring Station Data Form**

Alarm Company ("Alarm Co"):

Main Office

ALARM DETECTION SYSTEMS, INC.

1111 Church Rd., Aurora, IL 60505 630,844.6300 adsalarm.com

Customer #: 196112

Colorado Branch, DBA

SAFE SYSTEMS, INC.

421 S. Pierce Ave., Louisville, CO 80027 303.444.1191 safe-systems.com

Subscriber ("Sub"):

South West Metropolitan Water

8739 W. Coal Mine Avenue Littleton, CO 80123

#### **EXPLANATION**

Before Dispatch: These are the people we would attempt to notify before dispatching the authorities. This does not apply to Hold Up or Fire Alarms.

Email or Text Notification: You can supply an email address and/or cell phone number for texting to be used for alarm notification.

Security Question/Answer: Supply a question and answer we can ask in the event you forget your verbal password.

Example: What is the name of your favorite pet? Answer: George

What is the name of your oldest child? Answer: Sue

What was the make of your first car? Answer: Ford

Permissions: "Can Put System in Test" this will authorize the user to take the system out of service. "Can Edit" This will authorize the user to make changes to data in the account.

Note: We recommend at least three contacts on the Call List below.

Premises 24-Hour ringing phone WITHOUT night voice-mail:	NA	Ext.
	Password/Code	

					=
Name:	Phones: 303-746	-486.	5	Cell	Verbal Password/Code
Alyssa Quinn	NIA			Home	3
1 '				Work	
Email/Text Notification Email: algun	n@Platteconyou.	009		'*Text - Ce	l Carrier:
1/ 11 \0	elden name	Answer:		•	
	eo No□	Can Edit	Yes	/ <sub>No</sub> □	
Name:	Phones:			Cell	Verbal Password/Code
				Home	
				— Work	
Email/Text Notification Email:			*	*Text - Ce	l Carrier:
Security Question:		Answer:			
Permissions: Can Put System in Test Ye	es No	Can Edit	Yes 🔲	No 🔲	
Name:	Phones:			Cell	Verbal Password/Code
		·		Home	
				Work	
Email/Text Notification Email:			*	*Text - Ce	Carrier:
Security Question:		Answer:			
Permissions: Can Put System in Test Ye	es No N	Can Edit	Yes 🔲	No 🔲	
Name:	Phones:	<u> </u>		Cell	Verbal Password/Code
				 Home	
				— Work	
Email/Text Notification Email:	<u> </u>		*	*Text - Cel	l Carrier:
Security Question:		Answer:			
Permissions: Can Put System in Test Ye	es No	Can Edit	Yes 🔲	No 🔲	

<sup>\*\*</sup> Additional data charges may apply from your cellular provider

After-Dispatch of Law Enforcement Phones: Verbal Password/Code N'ame: Cell Home Work Email/Text Notification Email: \*\*Text - Cell Carrier: Security Question: Answer: Permissions: Can Put System in Test Yes No  $\square$ Can Edit Yes 🗍 No 🗌 Phones: Verbal Password/Code Name: Cell Home Work Email/Text Notification Email: \*\*Text - Cell Carrier: Security Question: Answer: Permissions: Can Put System in Test Can Edit No 🗌 Yes No  $\square$ Yes 🗌 Verbal Password/Code Phones: Cell Home Bruce Varist Work \*\*Text - Cell Carrier: Email/Text Notification Email: Answer: Security Question: Permissions: Can Put System in Test Yes No  $\square$ Can Edit Yes 🗍 No  $\square$ Phones: Verbal Password/Code Name: Cell Home Work Email/Text Notification Email: \*\*Text - Cell Carrier: Security Question: Answer: Permissions: Can Put System in Test No 🗌 Can Edit Yes No  $\square$ Yes  $\square$ \*\* Additional data charges may apply from your cellular provider Supervised Open-Close (Skip this step if you have not chosen to add this service to your account) **OPEN - CLOSE OPEN-CLOSE** BY SAM SUM 5 AM TO GPMMO TO WO THO FO Person(s) authorized to modify Open-Close: Subscriber represents and warrants that it has obtained the express consent from those listed on the call list, for Alarm Co to contact them in any effort by Alarm Co to administer the relationship and the agreement between Subscriber and Alarm Co., including, but not limited to, contacting the individuals listed on this contact list at the telephone numbers and/or email addresses provided using SMS, text, prerecorded messages, or automated calling devices to deliver messages including consent to record telephone conversations with Alarm Co. Dan Guild

Page 6 of 6

Authorized Representative - Alarm Co

Date Signed

,	After-Dispatch	of Law Enforc	cement	Co	PY 792.
Name	Phones:	Of Edit Efficie		Verbal Password/Code	40
Name:	Thomas,		Cell	Verbail assword/Code	
Justin Roguemone			— Home Work		
Email/Text Notification Email:			**Text - Ce	Il Carrier:	
Security Question:		Answer:			
	′es No 🗌	Can Edit Yes	No 🔲		
Name:	Phones:		Cell	Verbal Password/Code	
1 == 1			Home		
Cony taylor			Work		
Email/Text Notification Email:			**Text - Ce	Il Carrier:	
Security Question:		Answer:			
Permissions: Can Put System in Test Y	es No	Can Edit Yes	No 🔲		
Name:	Phones:		Cell	Verbal Password/Code	
Mike Chavez			—— Home		
MIKE Chavez			 Work		
Email/Text Notification Email:			**Text - Ce	Il Carrier:	
Security Question:		Answer:			
Permissions: Can Put System in Test Y	es No	Can Edit Yes	No 🔲		
Name:	Phones:		Cell	Verbal Password/Code	
2111-11	1		Home		
Partnick Fotzgaral	7		 Work		
Email/Text Notification Email:	A series and the series and the series are series are series are series and the series are series		**Text - Ce	Il Carrier:	
Security Question:		Answer:			
Permissions: Can Put System in Test Y	es No	Can Edit Yes	No 🗌		
** Additional data charges may apply from yo	our cellular provider				
*Optional) Supervised Open-Close (Ski	p this step if you have not chosen	to add this service	to your acc	ount)	
•	OPEN - CLOSE				OPEN - CLOSE
MI THI SAF	1 cul 7	MD TD WD	1 TUIT	F□ SA□ SU□	3.7
M TH SAL	] su <u> </u>		] TH□ (	TO SALI SUL	
MO TO WO THO FO SAC	] SU[]	M T W	TH	F SA SU	
Person(s) authorized to modify Open-Close:					
Subscriber represents and warrants that it hat to to administer the relationship and the agr contact list at the telephone numbers and/or including consent to record telephone converted.	eement between Subscriber and Ala email addresses provided using SM	rm Co., including, but	not limited t	o, contacting the individual	s listed on this
Dan Guild		24	n ( ~ )	T. Filmon	. 11
Authorized Representative	- Alarm Co	7031	1.10 K	Subscriber Printed Name	
		By: 07-1	17	-	
		Taluck	Subscriber \$	ighature	Date Signed

Name:			Phones:	1				Cell	Verba	l Passw	ord/Code	
alysse	Orsano							Home				
Ce14934	40000							Work				
Email/Text Notificatio	n Email:						*	*Text - Ce	II Carrie	ər:		
Security Question:					Answe	r:						
Permissions: Can F	out System in T	est Ye	s No	]	Can Ed	dit Y	es 🗌	No 🔲				
Name:			Phones:					Cell	Verba	al Passw	ord/Code	
								Home				
								Work				
Email/Text Notificatio	n Email:						*	**Text - Ce	ll Carri	er:		
Security Question:					Answe	r;						
Permissions: Can F	Put System in T	est Ye	s No		Can Ed	dit Y	∕es □	No 🗌				
Name:			Phones:					Cell	Verb	al Passw	ord/Code	
								Home				
								Work				
Email/Text Notificatio	n Email:						1	**Text - Ce	II Carri	er:		
Security Question:					Answe	r;						
Permissions: Can F	out System in To	est Ye	s No	]	Can Ed	dit Y	res 🔲	No 🗌				
Name:			Phones:					Cell	Verb	al Passw	ord/Code	
								 Home				
			_					— Work				
Email/Text Notification	n Email:		,				1	**Text - Ce	II Carri	er:		
Security Question:					Answe	r:						
Permissions; Can P	out System in To	est Ye	s No	]	Can Ed	dit Y	∕es 🏻	No 🗌				
** Additional data cha	rges may apply	from you	ır cellular pro	vider								
(*Optional) Superv	rised Open-Clo	se (Skip	this step if y	ou have not chose	n to add	this se	ervice to	your acc	ount)			
				OPEN - CLOSE								OPEN - CLOSE
M T W	TH F	SA□	SU□		МЦ	ТШ	WЦ	TH	F∐	SA□	SU□	
M TO W	TH F	SA□	SU□		М	$\top$	$W\square$	TH□	F	SA□	SU□	
Person(s) authorized t	to modify Open-	-Close:						,- ··,				
Subscriber represents Co to administer the r contact list at the telep including consent to re	elationship and phone numbers	the agre and/or e	ement betwee mail addresse	en Subscriber and Al es provided using SM	arm Co., i	includi	ng, but n	ot limited t	to, conf	acting the	e individua ing device	als listed on this s to deliver messages
Auti	horized Repres	entative -	Alarm Co				7		Subs	eriber Pi	inted Nam	е
					Ву:	<u> </u>	Patrice	V.J. P.	idnatur	eralo	<u> </u>	7/15/19 Date Signed

A 59091

## **Commercial Security System and Services Agreement**

Alarm Company ("Alarm Co"):

Customer #: 196135

Subscriber ("Sub"):

Main Office

Colorado Branch, DBA

Platte Canyon Water and Sanitation

## ALARM DETECTION SYSTEMS, INC. SAFE SYSTEMS, INC.

1111 Church Rd., Aurora, IL 60505 630.844.6300 adsalarm.com

303.444.1191 safe-systems.com

7677 W. Ken Carvl Avenue -Pump Station 421 S. Pierce Ave., Louisville, CO 80027 Littleton, CO 80128

Alarm Co agrees to furnish Sub with installation and services as described or checked. Sub agrees to accept all Alarm Co equipment and services pursuant to the terms and conditions of this Agreement and at Alarm Co's established rates. Wireless transmitting equipment, CPU chip, software, data, passcode to the software and the transmitting and receiving equipment necessary for monitoring service remains the property of Alarm Co. Title and ownership of all other equipment, wiring and apparatus shall  $\square$  remain with Alarm Co, or  $\boxtimes$  transfer to Sub upon full payment of the purchase price.

			Services		
MONITORIN	NG: SYSTEM TYPE: MONITORING STATION ("CS"):		RM DFIRE ALARI	M COTHER: Remote S	Services
	COMMUNICATION CHANNEL:	□DIGITAL □	INTERNET	□RADIO <b>⊠C</b> ELLI	ULAR OTHER:
	ENHANCEMENTS:	SUPERVISED (	PENING/CLOSING	OPENING/CLOSIN	IG, LOG ONLY
J		□EMAILED REPO	ORTS	☐ELECTRONIC SIG	NAL $N$ OTIFICATION (E.G., TEXT OR EMAIL)
REPAIR	FULL PARTS & LABOR REPAIR:	BURGLAR DF	IRE CCTV	☐ACCESS CONTROL	□OTHER:
SERVICE:	BILLABLE T & M ON REQUEST:	Burglar <b>D</b> F	IRE CCTV	☐ACCESS CONTROL	□OTHER:
TESTING:		"A=ANNUAL	S=SEMI-ANNUAL	Q=QUARTERLY M=MC	ONTHLY"
	FIRE ALARM B	URGLAR ALARM	-	SPRINKLER SYS	FIRE EXTINGUISHERS
	Backflow(s) E	NGINEERED SYS	_	EMERGENCY LIGHTING _	KITCHEN SYS
OTHER:	□RUNNER SERVICE		ALARM APP.	☐INSTALL ONLY	<b>□</b> Takeover

Sub shall pay Alarm Co the sum of § 0.00, of which 1/2 is to be paid upon signing of this Agreement or when billed to Sub shortly thereafter, and the unpaid amount is to be paid upon substantial completion of installation, and shall pay, in addition, for ongoing services the sum of \$84.95 per month, payable quarterly in advance. A late payment charge of 1 1/2% per month may be added to all amounts that remain unpaid for more than thirty (30) days, which is an Annual Percentage Rate of 19.56%, Monthly charges may be prorated to coincide with standard periods.

#### **System Description**

QTY	DESCRIPTION	LOCATION	EXISTING
1	VISTA -21IP	Replace existing panel	
1	GSM "Vista-21lp Only"		
1	12 Volt 8 Amp Hour Battery	Panel	
1	Existing Contact	Double South doors	
1	Existing Contact	Upper office outside door	
1	Existing Motion	South bay	
1	Existing Keypad	Panel door move next to panel on wall.	

#### ADDITIONAL TERMS AND CONDITIONS

- 1. Alarm Co assumes no liability for interruption of service or installation due to labor disputes, floods, riots, fires, interruptions in communication services, acts of God, or any causes beyond the control of Alarm Co, and Alarm Co is not required to supply service to Sub while such interruptions exist. Sub has the affirmative duty to inform Alarm Co, prior to beginning of installation, of every location at the premises where Alarm Co should not (because of concealed obstructions or hazards such as pipes, wires, or asbestos) enter or drill holes. Unless so notified, Alarm Co will determine where to drill holes and place equipment. Alarm Co will take reasonable precautions to avoid concealed obstructions, but has no means of determining with certainty if they exist. If asbestos or other health hazardous material is encountered during installation, Alarm Co will cease work until Sub has, at Sub's sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose danger to personnel. Costs incurred to repair pipes, wire, or other obstructions, and any resulting damaged walls, ceilings, floors or furnishings shall be Sub's sole expense and responsibility. In no case shall Alarm Co be liable for discovery or exposure of hidden asbestos or other hazardous material.
- 2. Sub will provide access to premises to Alarm Co for installation or service of System, Sub understands Alarm Co may use subcontractors to provide installation, repair, monitoring and other services and agrees that installation of the System does not create a fixture to Sub's premises. In the event Sub is not the owner of premises, Sub warrants that they have obtained the written consent of owner for the installation and removal of System. Alarm Co will have the right to install transmitting and receiving equipment in the telephone or mechanical equipment room and on the roof or top of Sub's buildings or structures, Sub agrees to furnish necessary continuous 110 volt non-switched dedicated electrical circuits and outlets at Sub's expense for Alarm Co equipment. Sub will provide adequate lighting for any CCTV system and otherwise provide the proper environment for the System per manufacturer specifications or as Alarm Co may reasonably request. Sub also agrees to allow surface wiring as needed and understands that any requirement for (A) plenum wire, (B) conduit, (C) a nonstandard business hour schedule, (D) union workers, or (E) prevailing wage rates will be at an additional charge unless specified in Agreement.
- 3. Alarm Co agrees, in accordance with repair services chosen by Sub as checked or as provided, to repair System during the term of Agreement. Alarm Co shall make any necessary repairs as soon after receipt of notice from Sub as is reasonably practical. Sub agrees that while Alarm Co's duty to service System is subject to the availability of the original part or equipment from original manufacturer, Alarm Co may elect to use new or refurbished substitute components or replacement parts of similar operational intent. When Alarm Co initiates services to Sub in whole or in part at the request of Sub, or as a result of the acquisition of Sub from another alarm company, Alarm Co shall have no duty to test signaling unless Alarm Co reprograms or installs new monitoring equipment. Alarm Co will then test one signal of each type to be monitored (e.g., burglar, hold up, duress, fire alarm, fire trouble, fire supervisory). Unless specifically requested to do so in writing by Sub, Sub has no expectation and Alarm Co has no duty to (A) perform a partial or complete System test during any service visit, whether to reprogram control, repair a defect or at any other time, or (B) re-engineer System or verify its compliance to current code even when System of Sub, through the passing of time, changes in the code or otherwise, is not code compliant. Sub also acknowledges that defects or deficiencies noted on Alarm Co service or test reports not covered by Alarm Co repair service agreement will not be repaired unless specifically requested to do so by Sub in writing. Sub agrees that all changes to System necessitated by a change in telephone service, including dialing pattern or area code changes, and all repair services to System caused by remodeling, code requirements, corrosive atmosphere, improper use of System, misuse, abuse, vandalism, lightning or any other act of God are billable even when Sub has a repair service agreement in force.
- 4. Sub understands that the System and transmitting equipment are not infallible and may fail to generate the intended signals and, irrespective of the communications equipment or service used, the communication of data from the System may be interrupted, cut off, circumvented or otherwise compromised. During an outage, signals will not be received by the CS nor will CS have any reliable notification that such outage exists, Internet, cellular or radio service used as a primary or secondary communications path are all subject to transmission interruptions. Cellular or radio signaling may be interrupted by atmospheric conditions or jamming and Internet service may be adversely affected by line cut, Internet traffic, computer maintenance or other conditions beyond the control of Alarm Co which may prevent or delay alarm signal transmission to CS. Sub further understands that all communication services are probabilistic by their nature, and acknowledges that multiple types of communications equipment and redundant services are available at additional cost to increase system reliability and the likelihood of signals being successfully communicated to CS. It is Sub's sole responsibility to (A) routinely test and confirm that the Sub's communications equipment and services used to transmit data to CS remain functional with System, especially when there are any changes to such communications equipment or services; (B) immediately after the installation of DSL, Voice over Internet (VOIP) or other broadband service, test the System's signal transmission with CS because such change may prevent the System from sending alarm signals to CS, and (C) test the System, including testing any motion detectors, any other electronic equipment, the communications equipment and service periodically, at least monthly, and Sub shall immediately report to Alarm Co any problem with System. When standard telephone service is used for signaling to CS and the System is activated, Sub may be unable to use their telephone to make other calls (such as calls to the 911 emergency operators) during the transmission of alarm data and therefore Sub may wish to have System connected to a second telephone line.
- 5. Sub acknowledges and agrees that both Sub and Alarm Co are required to comply with all laws, rules and regulations regarding monitoring and alarm response enacted or adopted by the authority having jurisdiction (AHJ). The CS may modify or discontinue any particular response service due to governmental or insurance requirements by giving Sub notice. If alarm signal is transmitted to an Other CS, policies and procedures are determined by that entity. Upon receipt of an alarm signal at Alarm Co CS from Sub's premises, CS will first make attempts to communicate with Sub or its representatives to attempt to verify whether or not an emergency condition exists. If CS believes that an emergency condition may exist, CS will then make a reasonable effort to notify police, sheriff, fire department or other AHJ, CS shall make a reasonable effort to notify Sub or its designated representative by telephone or other means unless runner service or private runner is provided or CS has been instructed to do otherwise by Sub. Should Sub's representative fail to respond within thirty (30) minutes to an alarm with an outside ringer which is causing a disturbance, or an alarm which is constantly transmitting signals to the CS, Sub authorizes Alarm Co to use its discretion to gain entry to building with whatever method is required, including forcible entry, and remedy malfunction on behalf of Sub. Furthermore, Sub agrees to pay Alarm Co for such service at then current rates for such call. If AHJ has a physical on-site verification requirement, upon receipt of alarm signal, CS will not notify the AHJ and shall only attempt to notify Sub's designated representative or, if subscribed to by Sub, a private responder in accordance with written instructions from Sub. If private responder notifies CS that an emergency condition has been observed, CS will then notify the AHJ.
- 6. If runner service is provided, CS will dispatch Alarm Co runner responder or runner subcontractor to the Sub premises when available. Runner will meet and provide access to the Sub premises for the owner's representative or responding police or fire authorities if Alarm Co has keys for the premises. Alarm Co is not providing a guard or policing function (armed or unarmed) and has no duty to attempt to apprehend unauthorized people. Alarm Co is not a law enforcement agency. Alarm Co does not insure or guarantee the personal safety of any person or the security of any property.
- 7. Sub hereby agrees that Alarm Co shall have the right to amend the terms and conditions of this Agreement, including but not limited to service charges, at any time or times beginning six (6) months after the date of this Agreement by giving Sub written notice a minimum of sixty (60) days in advance of the effective date of such change. If Sub is unwilling to accept the amended terms and conditions and notifies Alarm Co in writing by sending a letter by first class USPS mail to "Customer Service, 1111 Church Road, Aurora, IL 60505" or by email to Customer Service@adsalarm.com, at least thirty (30) days prior to the effective date of such modification, Alarm Co shall be permitted, at its sole option, upon written notice to Sub, to terminate this Agreement as if the term had expired or, in the alternative, to allow this Agreement to remain in full force and effect without further notice. Failure to notify Alarm Co in writing at least thirty (30) days prior to the effective date of the amendment will constitute Sub's consent to amend, and all other terms and conditions of this Agreement shall remain in full force and effect.
- 8. Sub confirms that the personal information about it and third parties that Sub provided to Alarm Co is true and complete and that Sub shall notify Alarm Co without delay of any change to this information. Sub consents to Alarm Co's use of Sub's personal information and that of third parties provided to Alarm Co for the purpose of monitoring, setting up and administering your security services (including credit approval, invoicing, collection and to provide you with information on new services or equipment). You have obtained the consent of the third parties, whose personal information you provided to Alarm Co, to use such personal

Page 2 of 6 CO<sub>821</sub> information for the administration of your account with Alarm Co and as provided in this Agreement. You consent and agree that we may collect (including your consent to record your telephone conversations with our representatives), use, disclose, and transfer your personal information, and that of third parties provided by you, to our parents, affiliates, subsidiaries, and our successor corporations, any sub-contractor or assignee of this Agreement or any applicable authority having jurisdiction that requests such information to administer alarm monitoring services or alarm system license, permit or similar programs.

Upon Sub's failure to pay any sums due Alarm Co under this Agreement, or upon termination of service by Sub or Alarm Co, Alarm Co may terminate its obligations under this Agreement and remove any Alarm Co owned radio equipment, wiring and apparatus from Sub's premises or alternately abandon all or any portion of the System. If Sub does not permit Alarm Co to recover all Alarm Co owned radio, equipment, wire and apparatus, monthly charges will be continued solely as a rental fee for such equipment (with no other services to be provided by Alarm Co) until Alarm Co is allowed to recover its equipment. Alarm Co will have no obligation to repair or redecorate any portion of Sub's premises due to the removal of Alarm Co's System. At such time, all charges incurred under the terms of this Agreement, up to cancellation date, shall immediately become due and payable. In addition, the parties agree that it would be very difficult, if not impossible, to ascertain actual damages for any breach of Agreement by Sub, and the parties agree that Sub shall immediately pay to Alarm Co, upon any breach, or upon premature cancellation of service by Sub, as and for liquidated damages, the sum of seventy-five percent (75%) of any charges remaining to be paid under the terms and life of this Agreement. The parties further agree that Sub shall pay all court costs, collection fees and reasonable attorney's fees of thirty-three and one-third percent (33 1/3%) of all monies remaining to be paid under this Agreement, if Alarm Co places this Agreement in the hands of an attorney for collection.

- 9. If any AHJ requires any changes and/or permit fees to the above system, it will be at additional expense to the Sub. If Alarm Co incurs any new or increased charges for use of telephone or other communication lines or services, or if any new or increased taxes or license fees shall be incurred by Alarm Co which increase Alarm Co's cost of performing this Agreement, the proportional share of such costs shall be payable by Sub in increased monthly charges. If Sub requests Alarm Co to do business with a third party for reasons including, but not limited to, submitting reports, uploading invoices and acquiring certificates of insurance, which increases Alarm Co's cost of performing this Agreement, the proportional share of such costs shall be payable by Sub in increased monthly charges, Sub gives Alarm Co its consent to order an access connection on Sub's line from a telephone or cable company to provide monitoring service. Sub agrees to pay any false alarm fines or assessments, permits, taxes, fees or other charges relating to the installation or services provided under this Agreement charged by any governmental body.
- 10. Sub shall not permit any person or entity to connect any device, contrivance or apparatus to the lines, wires or equipment of Alarm Co System, or to alter, remove or tamper with any software, data, access codes or System equipment, except the authorized agents of Alarm Co, without the written permission of Alarm Co. Sub warrants and represents that Sub is not under any enforceable agreement with any other party for any service, repair, monitoring or other work that Alarm Co is providing under this Agreement.
- 11. <u>LIMITATION OF LIABILITY.</u> IT IS UNDERSTOOD AND AGREED THAT ALARM CO AND ITS DIRECTORS, OFFICERS, SHAREHOLDERS, AGENTS, ASSIGNS, EMPLOYEES, INDEPENDENT CONTRACTORS, OR MANUFACTURERS PROVIDING PORTIONS OF THE EQUIPMENT, INSTALLATION, OR SERVICES FOR SUB (INCLUDING, BUT NOT LIMITED TO, SIGNAL CARRIERS, TELEPHONE COMPANIES, MUNICIPAL AGENCIES, MONITORING PROVIDERS), ALL HEREINAFTER REFERRED TO AS "OTHERS," ARE NOT AN INSURER; THAT INSURANCE COVERING ALL LOSS, DAMAGE, AND EXPENSE ARISING OUT OF OR FROM, IN CONNECTION WITH, RELATED TO, AS A CONSEQUENCE OF OR RESULTING FROM THIS AGREEMENT, SHALL BE OBTAINED AND CONTINUOUSLY MAINTAINED BY SUB; THAT PAYMENTS PROVIDED FOR HEREIN ARE BASED SOLELY ON THE VALUE OF SYSTEM AND SERVICES AS SET FORTH HEREIN AND ARE UNRELATED TO THE VALUE OF SUB'S PROPERTY OR PROPERTY OF OTHERS LOCATED ON SUB'S PREMISES: THAT ALARM CO AND OTHERS MAKE NO GUARANTEE, REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT SYSTEM OR SERVICES SUPPLIED MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE SIGNALING, MONITORING AND RESPONSE FOR WHICH IT WAS INTENDED; THAT SUB IS NOT RELYING ON ALARM CO'S SKILL OR JUDGMENT IN SELECTING OR FURNISHING A SYSTEM OR SERVICE SUITABLE FOR ANY PARTICULAR PURPOSE.

SUB UNDERSTANDS AND AGREES THAT THE LIABILITY OF ALARM CO AND OTHERS FOR ALL LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO EXECUTION OF THIS AGREEMENT DUE TO IMPROPER INSTALLATION, IMPROPER DESIGN, OPERATION OR NON-OPERATION OF SYSTEM OR SERVICES (INCLUDING, WITHOUT LIMITATION, COMMUNICATIONS EQUIPMENT OR SERVICES NECESSARY TO TRANSMIT TO OR RECEIVE ANY DATA AT THE CS), DATA BREACH, ACCESS TO OR DISCLOSURE OF ANY PERSON'S OR ORGANIZATION'S CONFIDENTIAL OR PERSONAL INFORMATION, INCLUDING, BUT NOT LIMITED TO PATENTS, TRADE SECRETS, PROCESSING METHODS, CUSTOMER LISTS, FINANCIAL INFORMATION, CREDIT CARD INFORMATION, HEALTH INFORMATION OR ANY OTHER TYPE OF MONPUBLIC INFORMATION; OR THE LOSS OF, LOSS OF USE OF, DAMAGE TO, CORRUPTION OF, INABILITY TO ACCESS, OR INABILITY TO MANIPULATE ELECTRONIC DATA IS EXPRESSLY LIMITED AS SET FORTH HEREIN. SHOULD THERE ARISE ANY LIABILITY ON THE PART OF ALARM CO OR OTHERS FOR ANY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ECONOMIC LOSSES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL) WHICH IS IN CONNECTION WITH, ARISES OUT OF OR FROM, RESULTS FROM, IS RELATED TO OR IS A CONSEQUENCE OF THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE (INCLUDING GROSS NEGLIGENCE) OF ALARM CO OR OTHERS INCLUDING, WITHOUT LIMITATION, ACTS, ERRORS OR OMISSIONS WHICH OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH OR SUBSEQUENT TO EXECUTION OF THIS AGREEMENT, OR BREACH OF THIS AGREEMENT, OR ANY CLAIM BROUGHT IN PRODUCT OR STRICT LIABILITY, SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR CONSEQUENTIAL DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF 10% OF THE ANNUAL SERVICE CHARGE OR \$2,000.00, WHICHEVER IS GREATER, COLLECTIVELY FOR ALARM CO AND OTHERS, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY AS SUB'S EXCLUSIVE REMEDY.

IN THE EVENT THAT SUB WISHES ALARM CO OR OTHERS TO ASSUME GREATER LIABILITY, SUB MAY, AS A MATTER OF RIGHT, OBTAIN FROM ALARM CO A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT PROPORTIONATE TO THE INCREASE IN EXPOSURE ASSUMED BY THE ALARM CO, BUT SUB EXPRESSLY AND EXPLICITLY ACKNOWLEDGES THAT SUCH ADDITIONAL SUM(S) PAID AND OBLIGATION(S) UNDERTAKEN SHALL IN NO EVENT MAKE ALARM CO OR OTHERS INSURERS. THIS LIMITATION OF LIABILITY COVER'S ALL ALARM CO SUPPLIED EQUIPMENT AND SERVICES, INCLUDING BUT NOT LIMITED TO MONITORING, AT ALL OF SUB'S LOCATIONS. SUB ACKNOWLEDGES THAT ADDITIONAL PREMISES PROTECTION AND A HIGHER LEVEL OF SECURITY FOR ALARM SIGNAL TRANSMISSION TO THE CS ARE AVAILABLE AT ADDITIONAL COST TO

12. INDEMNIFICATION. IF ANYONE OTHER THAN SUB ASKS ALARM CO OR OTHERS TO PAY FOR ANY HARM OR DAMAGES (INCLUDING PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) CONNECTED WITH OR RESULTING FROM (I) A FAILURE OF THE SYSTEM OR SERVICES, (II) ALARM CO'S OR OTHER'S OWN NEGLIGENCE, (III) ANY OTHER IMPROPER OR CARELESS ACTIVITY OF ALARM CO OR OTHERS IN PROVIDING THE SYSTEM OR SERVICES OR (IV) A CLAIM FOR INDEMNIFICATION OR CONTRIBUTION, SUB WILL REPAY, RESPECTIVELY, TO ALARM CO OR OTHERS (A) ANY AMOUNT WHICH A COURT ORDERS ALARM CO OR OTHERS TO PAY OR WHICH ALARM CO OR OTHERS REASONABLY AGREE TO PAY, AND (B) THE AMOUNT OF ALARM CO'S OR OTHER'S REASONABLE ATTORNEY'S FEES AND ANY OTHER LOSSES AND COSTS THAT ALARM CO OR OTHERS MAY PAY IN CONNECTION WITH THE HARM OR DAMAGES. SUB'S OBLIGATION TO REPAY ALARM CO OR OTHERS FOR SUCH HARM OR DAMAGES SHALL NOT APPLY IF THE HARM OR DAMAGES HAPPENS WHILE ONE OF EITHER ALARM CO'S OR OTHER'S EMPLOYEES OR SUBCONTRACTORS ARE IN OR ABOUT THE PROTECTED PREMISES, AND SUCH HARM OR DAMAGES IS SOLELY CAUSED BY THAT EMPLOYEE OR SUBCONTRACTOR, SUB HEREBY RELEASES ALARM CO AND OTHERS FOR LOSSES, DAMAGES AND EXPENSES (I) COVERED BY SUB'S INSURANCE POLICIES, (II) POLICY DEDUCTIBLES, CO-PAY PERCENTAGE, OR RETAINED LIMITS, (III) IN EXCESS OF

CO 821

AMOUNTS PAID BY SUB'S INSURANCE, AND (IV) DUE TO UNDERINSURANCE. UNDER NO CIRCUMSTANCE, SHALL ALARM CO INDEMNIFY SUB.

- 13. WAIVER OF SUBROGATION. Sub hereby waives all claims for recovery against Alarm Co or Others for any loss or damage to any of Sub's property insured under valid or collectible insurance policies. This waiver of subrogation rights shall extend to all forms of subrogation, including but not limited to equitable and conventional subrogation, and shall be binding on any and all assignees or subrogees of Sub's rights. Sub agrees to shift the risk of loss to its insurers who have expressly contracted to accept the risk of loss as to Sub's property. Sub expressly and explicitly acknowledges that its insurers have undertaken said risk of loss as to its property and that those insurers have charged Sub a fee or premium commensurate with that undertaking of risk of loss. Sub will notify its insurance company of this release.
- 14. All verbal or written communication between the parties which occurred prior to the date of this Agreement are merged into terms of this Agreement and the entire agreement of the parties is expressed hereinabove and no verbal understandings or agreement shall alter, change or modify the terms and provisions of this Agreement except that additional protection offered by Alarm Co to Sub remains available subject to current pricing. Sub is not relying on any advice or advertisement of Alarm Co. In the event that any provision of this Agreement is found to be unenforceable, all other terms shall remain in full force and effect. It is understood and agreed that if there is any conflict between this Agreement and Sub's purchase order, or any other Sub document, this Agreement will govern whether such purchase order or other document is executed prior or subsequent to this Agreement and that any work performed under any Sub constructiontype contract or purchase order is subject to the terms and conditions of this Agreement. Alarm Co may assign this Agreement without prior notice or consent of Sub; however, Sub may not assign this Agreement unless such assignment is consented to in writing by Alarm Co. Sub further agrees that this Agreement becomes effective only upon either (i) an officer of Alarm Co signing a copy of this Agreement or (ii) Alarm Co commences the work to be performed under this Agreement. Sub further acknowledges that Sub may not receive a copy of Agreement signed by an officer of Alarm Co and that lack of such a receipt shall not, in any way, invalidate or otherwise affect this Agreement. This Agreement is deemed executed in Kane County, Illinois, shall be governed by Illinois law and venue shall be exclusive in the Circuit Court of Kane County, Illinois should any dispute between Alarm Co and Sub be litigated. The parties hereby waive any objection they may have to jurisdiction or venue of any such suit, and further waive trial by jury in any action between them. No suit or action shall be brought against Alarm Co or Others more than one year after the accrual of the cause of action. Sub also waives the right to initiate or participate in a class action litigation or arbitration against Alarm Co. In any action commenced by Alarm Co against a non-residential Sub, Sub shall not be permitted to interpose any counterclaim. The interpretation of this Agreement shall not be construed against the drafter. If Sub moves, Sub may move the alarm service to Sub's new location upon the payment of reasonable costs incurred in transferring the System to the new location. All terms contained in this Agreement will remain in full force and effect and Sub will continue to be liable for the remaining period under terms of this Agreement.
- 15. THE INITIAL TERM OF THIS AGREEMENT IS FOR 12 MONTHS, WHICH SHALL COMMENCE FROM THE DATE ON WHICH THE MONTHLY CHARGES OR TIME AND MATERIAL CHARGES UNDER THIS AGREEMENT BECOME EFFECTIVE, AND THEREAFTER SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE TERMS EQUAL TO THE INITIAL TERM. THIS AGREEMENT IS TERMINABLE BY EITHER PARTY UPON WRITTEN NOTICE BY FIRST CLASS USPS MAIL TO "CUSTOMER SERVICE, 1111 CHURCH ROAD, AURORA, IL 60505" OR BY EMAIL TO CUSTOMERSERVICE@ADSALARM.COM, MADE AT LEAST THIRTY DAYS PRIOR TO THE END OF THE INITIAL TERM OR ANY RENEWAL TERM.

16. Sub acknowledges that paragraph 11 (limitation of liability), paragraph 12 (indemnification of Alarm Co), paragraph 13 (waiver of subrogation), and paragraph 14 are made part of this Agreement and shall survive the termination of this Agreement.

Ву:	Dan Guild	Parrol 1 Fitzerald	3/20/19
	Authorized Representative - Alarm Co	Subsoriber Signature	Date
Аррі	oved QOTO	Patrick T. Etzsera	ld
	Officer - Alarm Co	Subscriber Printed Name	

Additional Comments:

Monitoring of existing devices. The monthly monitoring rate is guaranteed to not increase during the initial term of this agreement. Any rate increase will not exceed CPI.

Page 4 of 6 CO 821

## Central Monitoring Station Data Form

Alarm Company ("Alarm Co"):

Main Office

## ALARM DETECTION SYSTEMS, INC. SAFE SYSTEMS, INC.

1111 Church Rd., Aurora, IL 60505 630.844.6300 adsalarm.com

Customer #: 196135

Colorado Branch, DBA

421 S. Pierce Ave., Louisville, CO 80027 Littleton, CO 80128 303,444.1191 safe-systems.com

Subscriber ("Sub"):

Platte Canyon Water and

Sanitation

7677 W. Ken Caryl Avenue -

Pump Station

#### **EXPLANATION**

Before Dispatch: These are the people we would attempt to notify before dispatching the authorities. This does not apply to Hold Up or Fire Alarms.

Email or Text Notification: You can supply an email address and/or cell phone number for texting to be used for alarm notification.

Security Question/Answer: Supply a question and answer we can ask in the event you forget your verbal password.

Example: What is the name of your favorite pet? Answer: George
What is the name of your oldest child? Answer: Sue

What was the make of your first car? Answer: Ford

Permissions: "Can Put System in Test" this will authorize the user to take the system out of service. "Can Edit" This will authorize the user to make changes to data in the account.

Note: We recommend at least three contacts on the Call List below.

Premises 24-Hour ringing phone WITHOUT night voice-mail:		Ext.	
	Password/Code		

## **Before-Dispatch of Law Enforcement**

Name:	Phones:	Cell Verbal Password/Code
		Home
		Work
Email/Text Notification Email:		**Text - Cell Carrier:
Security Question:		Answer:
Permissions: Can Put System in Test	Yes No	Can Edit Yes No No
Name:	Phones:	Cell Verbal Password/Code
		Home
		Work
Email/Text Notification Email:		**Text - Cell Carrier:
Security Question:		Answer:
Permissions: Can Put System in Test	Yes No No	Can Edit Yes No
Name:	Phones:	Cell Verbal Password/Code
		Home
		Work
Email/Text Notification Email:		**Text - Cell Carrier:
Security Question:		Answer:
Permissions: Can Put System in Test	Yes No	Can Edit Yes No 🗌
Name:	Phones:	Cell Verbal Password/Code
		Home
		Work
Email/Text Notification Email:	, I	**Text - Cell Carrier:
Security Question:		Answer:
Permissions: Can Put System in Test	Yes No	Can Edit Yes No

Page 5 of 6

<sup>\*\*</sup> Additional data charges may apply from your cellular provider

Name:				Phones:					Cell	Verba	al Passw	ord/Code	
									Home				
									Work				
Email/Text No	otification Email:							*	*Text - Cel	l Carri	er:		
Security Ques	stion:					Answer	:						
Permissions:	Can Put Syster	m in Te	st Yes	s∏ No		Can Ed	it `	Yes 🔲	No 🗌				
Name:				Phones:					Cell	Verb	al Passw	ord/Code	
									Home				
									Work				
Email/Text No	otification Email:							*	*Text - Cel	l Carri	er:		
Security Ques	stion:					Answer	:						
Permissions:	Can Put Syster	m in Te	st Yes	No.		Can Ed	it `	Yes 🔲	No 🗌				
Name:				Phones:					Cell	Verb	al Passw	ord/Code	
									Home				
									Work				
Email/Text No	otification Email:							*	*Text - Ce	I Carri	er:		
Security Ques	stion:					Answer	:						
Permissions:	Can Put Syster	m in Te	st Yes	. No		Can Ed	it `	Yes 🔲	No 🗌				
Name:				Phones:					Cell	Verb	al Passw	ord/Code	
									Home				
									— Work				ĺ
Email/Text No	otification Email:		'					*	*Text - Ce	l Carri	er:		
Security Ques	stion:					Answer	:						
Permissions:	Can Put System	m in Tes	st Yes	i∏ No		Can Ed	it `	Yes 🔲	No 🔲				
** Additional d	lata charges may	y apply t	from you	r cellular p	rovider								
(*Optional)	Supervised Op	en-Clos	se (Skip	this step	if you have not chose	n to add t	his s	ervice to	your acco	ount)			
					OPEN - CLOSE								OPEN - CLOSE
		~							~				
ML TL	W TH	F∐	SA□	SU□		М	الا	W	TH	F∐	SA□	SU□	
M T	W TH	F	SA□	SU□		M	Т	$W\square$	TH	F	SA□	su□	
Person(s) auth	norized to modify	Open-0	Close:										
Co to administ contact list at	ter the relationsh	iip and t imbers a	the agree and/or er	ment betw nail addre	he express consent fro yeen Subscriber and Al sses provided using SM Alarm Co.	larm Co., i	ncludi	ng, but n	ot limited t	o, cont	tacting th	e individua	als listed on this
Dan Guild								Potr	ick	J.	Eit	29 <i>0</i> 10	(ld)
	Authorized F	Represe	ntative -	Alarm Co				1		Subs	scriber Pr	inted Nam	e
						Ву:	Pa	trop (	bscriber Si	gnatur	all		3/20/19 Date Signed
								J	U	V			,

# EXHIBIT A ADDENDUM TO COMMERCIAL SECURITY SYSTEM AND SERVICES AGREEMENT

(7677 W. Ken Caryl Ave. – Burglar Alarm)

Name of Entity: Platte Canyon Water and Sanitation District

Name of Contractor:

Alarm Detection Systems, Inc., an Illinois corporation, d/b/a

Safe Systems, Inc.

THIS ADDENDUM is attached to and forms a part of that certain Commercial Security System and Services Agreement ("Agreement") dated \_\_\_\_\_\_\_, 2019 by and between ALARM DETECTION SYSTEMS, INC., an Illinois corporation, d/b/a Safe Systems, Inc. ("Contractor") and PLATTE CANYON WATER AND SANITATION DISTRICT ("District"), In the event of a conflict between the printed portions of the Agreement and this Addendum, this Addendum shall control.

## ADDITIONAL PROVISIONS

Compliance with Laws. Contractor certifies that it will comply with the 1. provisions of Section 8-17.5-101, C.R.S., et seq. Contractor shall not knowingly employ or contract with an illegal alien to perform services under this Contract or enter into an agreement with a subcontractor that knowingly employs or contracts with an illegal alien. Contractor represents, warrants and agrees that it has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the E-Verify Program or the Department Program described in Section 8-17.5-101, C.R.S. Contractor shall not use the E-Verify Program or the Department Program procedures to undertake preemployment screening of job applicants while this Contract is being performed. If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall: (i) notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (ii) terminate the subcontract with the subcontractor, if within three (3) days of receiving such notice the subcontractor does not stop employing or contracting with the illegal alien, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of Section 8-17.5-101, et seq., C.R.S., the District may terminate this Contract for breach and the Contractor shall be liable for actual

damages to the District. If Contractor participates in the Department Program, Contractor shall provide the affirmation required under Section 8-17.5-102(5)(c)(II), C.R.S., to the District.

- Limitation of Liability. The limitation of loss provision set forth in Paragraph 11 of the Agreement is increased to \$25,000.
- Indemnification. Notwithstanding any other provision contained in the 3. Agreement to the contrary, District's indemnification obligations under Paragraph 12 of the Agreement are limited to, and subject to, all of the protections, immunities, limitations and defenses afforded District under the Colorado Governmental Immunity Act, Section 24-10-101, C.R.S., et. seq., regardless of whether the indemnification is for a claim arising in tort or contract, and further the obligation is given only to the extent it is covered by the District's liability insurance.
- Annual Appropriation and Budgeting. Notwithstanding any other provision contained in the Agreement to the contrary as to future calendar years, District's financial obligations under the Agreement shall be subject to annual appropriation and budgeting of funds, at the discretion of the District's Board of Directors.
- **Independent Contractor.** In the performance of the Services under the 5. Agreement, Contractor shall be, for all purposes, an independent contractor and not an employee or agent of the District.

ALARM DETECTION SYSTEMS, INC., an Illinois corporation, d/b/a Safe Systems, Inc.

By: Name: Dan Guild: Authorized Representative Bv:

John TWYZESINSKI

PLATTE CANYON WATER AND SANITATION DISTRICT

## **Central Monitoring Station Data Form**

29,10+3

Alarm Company ("Alarm Co"):

Customer #: 196112

Subscriber ("Sub"):

Main Office

Colorado Branch, DBA

South West Metropolitan Water 8739 W. Coal Mine Avenue

SAFE SYSTEMS, INC.

Littleton, CO 80123

1111 Church Rd., Aurora, IL 60505 630.844.6300 adsalarm.com

ALARM DETECTION SYSTEMS, INC.

421 S. Pierce Ave., Louisville, CO 80027 303,444,1191 safe-systems.com

#### **EXPLANATION**

Before Dispatch: These are the people we would attempt to notify before dispatching the authorities. This does not apply to Hold Up or Fire Alarms. Email or Text Notification: You can supply an email address and/or cell phone number for texting to be used for alarm notification.

Security Question/Answer: Supply a question and answer we can ask in the event you forget your verbal password.

Example: What is the name of your favorite pet? Answer: George

What is the name of your oldest child? Answer: Sue

What was the make of your first car? Answer: Ford

Permissions: "Can Put System in Test" this will authorize the user to take the system out of service. "Can Edit" This will authorize the user to make changes to data in the account.

Note: We recommend at least three contacts on the Call List below.

Dromises	24-Hour	ringing	nhone	<b>WITHOUT</b>	night voi	ice-mail
rremises.	24-NUUI	Imignisq	pilone	WILLICOL	HIGHE VO	Ce-Illan

NIA	Ext.	
Password/Code		

Name:	Phones: 303-921	1-1426	Cell	Verbal Password/Code
Scott Hand	303-989	-4508	Home	)
- COTT HUNCE			Work	
Email/Text Notification Email: Swha	ndopattecano	N.0192	**Text - Cel	Carrier: Sprint
	naiden name	Answer.		
Permissions: Can Put System in Test	Yes <b>∰</b> No□	Can Edit Yes	No□	
Name:	Phones: 303-591	-5205	Cell	Verbai Password/Code
Armando Quintana	720-254	-4977	Home	)
HIMAGICO COUNTAINCE			Work	
Email/Text Notification Email: Q'QU	intana@platteca	NLOM.OFY	**Text - Cel	Carrier: Sprint
	x's name	Answer:		
	est No 🗆	Can Edit Yes	No	
l control of the cont	T			
Name:	Phones: 303-591	-5067	Cell	Verbal Password/Code
	303361			Verbal Password/Code
Name: Bruce Yarish	Phones: 303-591-720-320		Cell	Verbal Password/Code
Bruce Yarish	720-320	)-3594	Cell Home	
Bruce Yarish Email/Text Notification Email: Byar	720-320	)-3594	Cell Home Work	
Bruce Yerish Email/Text Notification Email: Byer Security Question: Mothers	720-320	0-3594 10a.org	Cell Home Work	
Bruce Yerish Email/Text Notification Email: Byer Security Question: Mothers	720-320 Vishoplattecan, Maiden name	On Sorg  Answer:  Can Edit Yes	Cell Home Work  **Text - Cel	
Bruce Varish  Email/Text Notification Email: byar  Security Question: Washer's  Permissions: Can Put System in Test  Name:	720-320 Vishoplatterany Maiden name (ester No	0-3594 100, org Answer: Can Edit Yes 1	Cell Home Work  **Text - Cel	Carrier: Sprint
Bruce Varish  Email/Text Notification Email: Byar  Security Question: Westkers  Permissions: Can Put System in Test	720-320 Vishoplattecan, Maiden name	0-3594 100, org Answer: Can Edit Yes 1	Cell Home Work **Text - Cell  Cell	Carrier: Sprint
Bruce Varish  Email/Text Notification Email: byar  Security Question: Washer's  Permissions: Can Put System in Test  Name:  John Washias	720-320 Tishoplatecany maiden name (ett No   Phones: 303-304	0-3594 100, org Answer: Can Edit Yes [] 1-8088 2-5865	Cell Home Work **Text - Cell Cell Home	Verbal Password/Code
Bruce Varish  Email/Text Notification Email: byar  Security Question: Washer's  Permissions: Can Put System in Test  Name:  John Washias	720-320 Tishoplatecany maiden name (ett No   Phones: 303-304	0-3594 100, org Answer: Can Edit Yes 1	Cell Home Work  **Text - Cell Cell Home Work	Verbal Password/Code

<sup>\*\*</sup> Additional data charges may apply from your cellular provider

Pg. 2003

## **Central Monitoring Station Data Form**

Alarm Company ("Alarm Co"):

Main Office

Colorado Branch, DBA

Customer #: 196112

Subscriber ("Sub"):

Littleton, CO 80123

South West Metropolitan Water 8739 W. Coal Mine Avenue

ALARM DETECTION SYSTEMS, INC.

1111 Church Rd., Aurora, IL 60505 630.844.6300 adsalarm.com SAFE SYSTEMS, INC.

421 S. Pierce Ave., Louisville, CO 80027 303.444.1191 safe-systems.com

#### **EXPLANATION**

Before Dispatch: These are the people we would attempt to notify before dispatching the authorities. This does not apply to Hold Up or Fire Alarms. Email or Text Notification: You can supply an email address and/or cell phone number for texting to be used for alarm notification. Security Question/Answer: Supply a question and answer we can ask in the event you forget your verbal password.

Example: What is the name of your favorite pet? Answer: George

What is the name of your oldest child? Answer: Sue

What was the make of your first car? Answer: Ford

Permissions: "Can Put System in Test" this will authorize the user to take the system out of service. "Can Edit" This will authorize the user to make changes to data in the account.

Note: We recommend at least three contacts on the Call List below.

140(c. 440 1000) million de lodde timos domitados dir tilo delle Elet Bolom				
Premises 24-Hour ringing phone WITHOUT night voice-mail:	N/.	A	Ext.	
	Password/Co	ode		

Name:	Phones: 303-59(-	-5207	Cell	Verbal Password/Code
Justin Roquemore			Home	
3031111 - 30011010			Work	
Email/Text Notification Email: \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	remore@plattec	andon ord.	Text - Cell	Carrier: Sprint
Security Question: Finst Log	s name	Answer:		•
1/	No [	Can Edit Yes 🔲	NOTE	
Name:	Phones: 303-591.	-5206	Cell	Verbal Password/Code
Cony Taylor	303-704-	2452	Home	
Carry leaping			Work	V
Email/Text Notification Email: Citas	flor@plattecony	on.org *	Text - Cel	Carrier: Smint
	maiden nome	Answer:	-	<i>V</i>
Permissions: Can Put System in Test Ye	s <b>⊈</b> No □	Can Edit Yes	No	
Name:	Phones: 303-591	1-1963	Cell	Verbal Password/Code
Mike Chavez	1-801-910	-0904	Home	
MINE CHARGEZ			Work	
Email/Text Notification Email: Mechae	vezopatecany	on.org, *	Text - Cel	Carrier: Sprint
1	raider name	Answer:		
Permissions: Can Put System in Test Ye	No 🗌	Can Edit Yes	No	
Name:	Phones: 303-829-	-9408	Cell	Verbal Password/Code
Poetrick Fitzgereld	303-694	-9550	Home	· · · · · · · · · · · · · · · · · · ·
v			Work	
Email/Text Notification Email:	zgerald@platteo	onyou, org.	Text - Cel	Carrier: Sprint
	maiden nome	Answer:		l
Permissions: Can Put System in Test Ye	No □	Can Edit Yes	No 🔲	

<sup>\*\*</sup> Additional data charges may apply from your cellular provider

Dg. 30-73

**Central Monitoring Station Data Form** Alarm Company ("Alarm Co"): Customer #: 196112 Subscriber ("Sub"): South West Metropolitan Water Main Office Colorado Branch, DBA 8739 W. Coal Mine Avenue Littleton, CO 80123 ALARM DETECTION SYSTEMS, INC. SAFE SYSTEMS, INC. 1111 Church Rd., Aurora, IL 60505 421 S. Pierce Ave., Louisville, CO 80027 630,844.6300 adsalarm.com 303.444.1191 safe-systems.com **EXPLANATION** Before Dispatch: These are the people we would attempt to notify before dispatching the authorities. This does not apply to Hold Up or Fire Alarms. Email or Text Notification: You can supply an email address and/or cell phone number for texting to be used for alarm notification. Security Question/Answer: Supply a question and answer we can ask in the event you forget your verbal password. Example: What is the name of your favorite pet? Answer: George What is the name of your oldest child? Answer: Sue What was the make of your first car? Answer: Ford Permissions: "Can Put System in Test" this will authorize the user to take the system out of service. "Can Edit" This will authorize the user to make changes to data in the account. Note: We recommend at least three contacts on the Call List below. Premises 24-Hour ringing phone WITHOUT night voice-mail: Ext. Password/Code Before-Dispatch of Law Enforcement Phones: Verbal Password/Code Name: Cell 4/135a Quinn Home Work \*\*Text - Cell Carrier: Email/Text Notification Email: Security Question: Permissions: Can Put System in Test No 🗌 Can Edit No T Phones: Verbal Password/Code Name: Cell Home Work Email/Text Notification Email: \*\*Text - Cell Carrier: Security Question: Answer: Permissions: Can Put System in Test Yes No  $\square$ Can Edit Yes No 🗌 Phones: Name: Verbal Password/Code Cell Home Work \*\*Text - Cell Carrier: Email/Text Notification Email: Answer: Security Question: Permissions: Can Put System in Test Yes No  $\square$ Can Edit Yes  $\square$ No 🗌 Phones: Verbal Password/Code Name: Cell Home Work Email/Text Notification Email: \*\*Text - Cell Carrier:

\*\* Additional data charges may apply from your cellular provider

No 🗌

Yes

Security Question:

Permissions: Can Put System in Test

Answer:

Can Edit

No 🔲

Yes 🔲

	Affic of Diamondal	h af l av 5 of ava		Co	PY BAN
	Atter-Dispatci	h of Law Enforc	ement		4字殿:
N'ame:	Phones:		Cell	Verbal Password/Code	·
Scott Haud			Home		
			Work		<u> </u>
Email/Text Notification Email:			**Text - Cel	Carrier:	
Security Question:		Answer:	EFFOR		:
Permissions: Can Put System in Test Ye	es No 🔲	Can Edit Yes	No 🗌		
Name:	Phones:		Cell	Verbal Password/Code	[
Armando Quintano			Home Work		
Email/Text Notification Email:	<u> </u>		**Text - Cel	l Carrier:	
Security Question:		Answer;	10/11-06	, waller	
	es No	Can Edit Yes	No 🗌		
				Washel Danaward Code	
Name:	Phones:		Cell	Verbal Password/Code	
Bruce Varish			Home		
	1		Work		
Email/Text Notification Email:	<u> </u>		**Text - Ce	ll Carrier:	
Security Question:		Answer:			
Permissions: Can Put System in Test Ye	s No	Can Edit Yes	No 🗌		
Name:	Phones:		Cell	Verbal Password/Code	
John Mathias			Home		
JOHN MOTHUES			Work		
Email/Text Notification Email:			**Text - Ce	Il Carrier:	
Security Question:		Answer:			
Permissions: Can Put System in Test Ye	s No	Can Edit Yes	No 🗌		
** Additional data charges may apply from you	ır cellular provider				
(*Optional) Supervised Open-Close (Skip	this step if you have not chose	en to add this service to	o your acco	ount)	
	OPEN - CLOSE				OPEN - CLOSE
ME THE FE SAME	syd 5 AM to GA	MMD TO WO	THO.	F SA SU	
MO TO WO THO FO SAD	SU	M TO WO	TH	F SA SU	
Person(s) authorized to modify Open-Close:	Scott HAND,	Patrick F	tzge	reld, Alyssac	Dinn
Subscriber represents and warrants that it has Co to administer the relationship and the agre contact list at the telephone numbers and/or e including consent to record telephone convers	ement between Subscriber and A mail addresses provided using Sl	larm Co., including, but	not limited t	o, contacting the individuals	s listed on this
Dan Guild  Authorized Representative -	Alarm Co	- Port	nick.	7. Fitzer	110
Authorized Representative -	Aldilli CO	Ω		duscriber Frintega Ivame	
		By: Jatrock	1916	Ecrald -	
		St	pscriber 8	ghature	Date Signed

	After-Dispatch of Law Enforcement Pg2.
, <u>.</u>	After-Dispatch of Law Enforcement
Name: Phones:	Cell Verbal Password/Code
Tue de For	Home
Justin Roguerone -	Work
Email/Text Notification Email:	**Text - Cell Carrier:
Security Question:	Answer:
Permissions: Can Put System in Test Yes☐ No ☐	Can Edit Yes No
Name: Phones:	Cell Verbal Password/Code
Constaylor -	Home
Congray lay lov	Work
Email/Text Notification Email:	**Text - Cell Carrier:
Security Question:	Answer:
Permissions: Can Put System in Test Yes☐ No ☐	Can Edit Yes No 🗌
Name: Phones:	Cell Verbal Password/Code
Mike Chavez -	Home
MIKE CHOWEZ -	Work
Email/Text Notification Email:	**Text - Cell Carrier:
Security Question:	Answer:
Permissions: Can Put System in Test Yes☐ No ☐	Can Edit Yes No
Name: Phones:	Ceil Verbal Password/Code
2111-11	Home
Patrick Fotgardo -	Work
Email/Text Notification Email:	**Text - Cell Carrier:
Security Question:	Answer:
Permissions: Can Put System in Test Yes No	Can Edit Yes No
** Additional data charges may apply from your cellular pro	vider
*Optional) Supervised Open-Close (Skip this step if y	you have not chosen to add this service to your account)
	OPEN - CLOSE OPEN - CLOSE
MO TO WO THO FO SAO SUO	M T W TH SA SU
M T W TH F SA SU	M TO W THO FO SAD SUD
Person(s) authorized to modify Open-Close:	
Co to administer the relationship and the agreement between	express consent from those listed on the call list, for Alarm Co to contact them in any effort by Alarm en Subscriber and Alarm Co., including, but not limited to, contacting the individuals listed on this as provided using SMS, text, prerecorded messages, or automated calling devices to deliver messages larm Co.
Dan Guild	Down L. T Elmand
Authorized Representative - Alarm Co	Subscriber Printed Name
	By: Day 1 1 It am IN -
	Subscriber Adhature Date Signed

After-Dispatch of Law Enforcement Verbal Password/Code Phones: Name: Cell Home Work \*\*Text - Cell Carrier: Email/Text Notification Email: Answer: Security Question: Yes 🔲 Permissions: Can Put System in Test Yes No 🔲 Can Edit No Verbal Password/Code Phones: Name: Cell Home Work \*\*Text - Cell Carrier: Email/Text Notification Email: Answer: Security Question: Permissions: Can Put System in Test Yes No  $\square$ Can Edit Yes 🗌 No Verbal Password/Code Phones: Cell Home Work Email/Text Notification Email: \*\*Text - Cell Carrier: Security Question: Answer: Permissions: Can Put System in Test Yes Can Edit No ΝοП Verbal Password/Code Phones: Name: Cell Home Work Email/Text Notification Email: \*\*Text - Cell Carrier: Security Question: Answer: Permissions: Can Put System in Test Yes Can Edit Yes 🗍 No  $\square$ No \*\* Additional data charges may apply from your cellular provider (\*Optional) Supervised Open-Close (Skip this step if you have not chosen to add this service to your account) **OPEN - CLOSE OPEN - CLOSE** TH F SAL SUL TH F SAT SUT M T  $W \square$ SA SU SAT SUT W TH M T Person(s) authorized to modify Open-Close: Subscriber represents and warrants that it has obtained the express consent from those listed on the call list, for Alarm Co to contact them in any effort by Alarm Co to administer the relationship and the agreement between Subscriber and Alarm Co., including, but not limited to, contacting the individuals listed on this

contact list at the telephone numbers and/or email addresses provided using SMS, text, prerecorded messages, or automated calling devices to deliver messages including consent to record telephone conversations with Alarm Co.

Dan Guild		Minde	1. Atrivalle
	Authorized Representative - Alarm Co		Subscriber Printed Name