



SONITROL
VERIFIED ELECTRONIC SECURITY

CLIENT AGREEMENT
NO. L070899

DATE: 1-6-2015

CLIENT NAME Lexington Division of Police - Safety City PHONE _____
INSTALL AT 1160 Red Mile Place Address Lexington City KY State 40504 Zip

BILL TO ABOVE BILL TO OTHER _____ Name _____ Address _____ City _____ State _____ Zip _____

DEALER agrees to install or cause to be installed and to service, without liability and not as an insurer, during the term of this Agreement, an alarm system as described on the Security System Quotation dated _____ 20 _____ which becomes part of this Agreement.

This agreement applies to: (check appropriate categories)

All equipment is the personal property of the Dealer. Client Burglar Alarm Signaling Service _____ Access Control Service _____
TELEPHONE CO. CHARGES INCLUDED: Yes No Hold-Up Alarm Signaling Service _____
SPECIAL INSTRUCTIONS Proposals 110510-1 and 110510-2 are Partial 3m's Fire Alarm Signaling Service _____ Other Cellular Comm

The undersigned agrees to pay the DEALER, its agents or assigns the sums of:
INSTALLATION: \$ 1,270.00 Tax \$ -0- Total \$ 1270.00 (\$ -0-) (Down Payment) \$ 1,270.00

MONITORING: \$ 125.95 Tax \$ -0- Total \$ 125.95 P.O. Issue Monthly
(Payable in Advance) Payment Mode

SERVICE: See schedule of Services

MONTHLY MANAGEMENT REPORT: Yes No \$ _____ -0- COMMUNICATION LINK: \$ _____ -0-

LIMITED WARRANTY

1. Except as set forth herein, THE DEALER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, AND DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY. CLIENT ACKNOWLEDGES THAT NO OTHER REPRESENTATIONS WERE MADE TO CLIENT OR RELIED UPON BY CLIENT WITH RESPECT TO THE QUALITY AND FUNCTION OF THE GOODS.
2. In the event any part of the equipment installed shall become defective or inoperative under normal use within one (1) year from the date of the original invoice for this installation, and DEALER determines the equipment is defective or inoperative, DEALER shall replace or repair such defective part without charge to CLIENT. IN NO EVENT SHALL DEALER BE LIABLE FOR MORE THAN, AND CLIENT'S EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY SHALL BE LIMITED TO, THE REPAIR OR REPLACEMENT OF DEFECTIVE EQUIPMENT INSTALLED UNDER THIS AGREEMENT, AND DEALER SHALL NOT BE LIABLE FOR INJURIES TO PERSONS OR PROPERTY, INCLUDING BUT NOT LIMITED TO, ALL GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WARRANTY IS NOT ASSIGNABLE.
3. If CLIENT shall discover a defect in the products supplied under this Agreement, CLIENT shall immediately contact DEALER in writing or by telephone and fully describe the nature of the defect so that repair service may be rendered.
4. DEALER shall not be liable for repair or replacement in the event of damage to material or equipment caused by accident, vandalism, flood, water, lightning, fire, intrusion, abuse, misuse, an act of God, any casualty, including electricity, unauthorized repair service, modification or improper installation by anyone other than DEALER and any other cause beyond the control of DEALER, including interruption of electrical or telephone service.
5. CLIENT acknowledges that any affirmation of fact or promise made by DEALER shall not be deemed to create an express warranty, and that DEALER makes no representation or warranty, that the system supplied may not be compromised, circumvented, or that the system or services will in all cases provide the signaling, monitoring and response for which it was intended. CLIENT is not relying on DEALER'S skill or judgement in selecting or furnishing a system suitable for any particular purpose. Some states do not allow limitations on how long an implied warranty lasts or the exclusion or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights which may vary from state to state.

THIS AGREEMENT IS NOT BINDING UNLESS APPROVED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF THE SONITROL INDEPENDENT FRANCHISED DEALER. IN THE EVENT OF FAILURE OF APPROVAL, THE ONLY LIABILITY OF DEALER SHALL BE TO RETURN TO THE CLIENT THE AMOUNT, IF ANY, PAID UPON THE SIGNING OF THIS AGREEMENT. CLIENT ACKNOWLEDGES THAT DEALER'S LIABILITY IS LIMITED AS SET FORTH HEREIN AND THAT DEALER IS A SONITROL INDEPENDENT FRANCHISED DEALER AND NOT A SUBSIDIARY OR AGENT OF SONITROL CORPORATION.

CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, AND SPECIFICALLY ACKNOWLEDGES AND ACCEPTS THAT DEALER'S LIABILITY IS LIMITED AS SET FORTH HEREIN. NP

In certain states alarm agents are licensed and regulated. In this state the agency is _____
THE MONITORING/SERVICE CHARGE IS SUBJECT TO CHANGE AS SET FORTH IN PARAGRAPH 3; ON THE REVERSE SIDE.
IN ADDITION, TOGETHER WITH THE FIRST PAYMENT, CLIENT SHALL PAY THE PRO RATA SHARE OF THE MONITORING/SERVICE CHARGE FOR THE MONTH IN WHICH MONITORING/SERVICE COMMENCED.

THIS AGREEMENT IS FOR A TERM OF FIVE YEARS FROM THE DATE INSTALLATION IS COMPLETED.
IF THIS TRANSACTION IS WITH A RESIDENTIAL CLIENT, YOU MAY CANCEL IT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY FROM THE DATE OF THIS AGREEMENT. SEE THE ATTACHED NOTICE OF CANCELLATION FORM.
WORK ON YOUR INSTALLATION WILL BEGIN APPROXIMATELY AVA AND SHALL BE SUBSTANTIALLY COMPLETED WITHIN APPROXIMATELY AVA WORKING DAYS AFTER COMMENCEMENT SUBJECT TO PERMISSIBLE DELAYS PURSUANT TO THIS AGREEMENT.

SONITROL INDEPENDENT FRANCHISED

DEALER Sonitrol of Lexington, KY

ADDRESS 3166 Custer Drive

CITY Lexington STATE KY

PHONE NO. 859-255-2525 LIC. NO. NA

SUBJECT TO TERMS ON REVERSE, INCLUDING PARAGRAPH 12.

SIGNATURE X _____

TITLE _____

DATE _____

2. This Agreement shall automatically renew for additional terms of one (1) year each unless either party shall give written notice of cancellation at least thirty (30) days prior to the expiration of the original term or any renewal thereof. If either (a) DEALER terminates this Agreement pursuant to Paragraph 4(a), (Termination for Cause) or (b) this Agreement is terminated by CLIENT (a "Wrongful Termination") for any reason, other than at the end of the initial term or any renewal term as provided for herein, then (i) DEALER will terminate all services hereunder, and (ii) in addition to amounts due for services actually rendered prior to the termination of this Agreement, there shall be immediately due and payable by CLIENT to DEALER, as liquidated damages, an amount equal to the unpaid Monitoring Fee ("Unpaid Monitoring Fee"), calculated by multiplying (A) the number of months remaining from the date this Agreement is terminated to the end of the initial term or the then current renewal term times (B) the Monitoring Fee set forth above, exclusive of taxes. CLIENT understands, acknowledges and agrees that DEALER's actual damages resulting from either a Termination for Cause or a Wrongful Termination includes, among other things: the then present value of the Unpaid Monitoring Fees, equipment and material cost that have not been depreciated and/or the actual costs of disconnecting and removing the DEALER's equipment from the above installation site. Therefore, CLIENT acknowledges and agrees that the liquidated damages established hereby are a reasonable approximation of the actual damages to be incurred by DEALER upon the occurrence of either a Termination for Cause or of a Wrongful Termination. If CLIENT fails to pay the amounts due hereunder, for services actually rendered and/or the liquidated damages payable hereunder, then CLIENT agrees to reimburse DEALER for all costs of collecting the same, including without limitation, reasonable attorney's fees.

3. DEALER shall have the right, at any time, to increase the charges provided herein, to reflect any additional taxes, fees or charges relating to the service provided under the terms of this Agreement, which may hereafter be imposed on DEALER by any utility or government agency and CLIENT agrees to pay same. So that DEALER may properly adjust its rates to meet changing costs, DEALER may, at any time after the expiration of one (1) year from the date of this Agreement, increase the annual monitoring/service charges upon giving the CLIENT notice in writing. In the event the increase exceeds more than 10% and CLIENT is unwilling to pay the increased charges, CLIENT may terminate this Agreement upon giving notice in writing to DEALER within thirty (30) days from the date of notice of the increase. CLIENT'S failure to notify DEALER within said thirty (30) days shall constitute CLIENT'S acceptance of the increase.

4. CLIENT shall be in default of this Agreement for: (a) failure to pay the installation charge; (b) failure to pay the monitoring/service charge when due; (c) willfully or negligently causing repeated false alarms, (d) failure to perform any other obligation under this Agreement. Upon CLIENT'S default, DEALER shall have the right to terminate this Agreement ten (10) days after written notice of default if after such notice CLIENT has not cured the default. Any cost incurred by DEALER as a result of a false alarm originating from CLIENT'S premises shall be promptly reimbursed to DEALER. In the event of any default of this Agreement by CLIENT, including a default for failure to pay monies due and owing to DEALER, CLIENT shall pay DEALER any and all damages or losses incurred by DEALER in connection with such default, including all costs and expenses incurred by DEALER in collecting any monies due and owing by CLIENT to DEALER hereunder, reasonable attorney's fees, costs, prejudgment interest, and any other reasonable and related expenses of collection.

5. DEALER agrees to monitor the systems from the time CLIENT causes the system to be activated until CLIENT causes the system to be deactivated. Upon receipt of a signal indicating an unauthorized entry into CLIENT'S premises or an emergency, the DEALER'S operator will use reasonable efforts to identify the signal and, when warranted, will transmit notice of said signal to the local authority having jurisdiction, if instructed to do so by CLIENT in writing. DEALER will also notify an agent designated in writing by CLIENT. CLIENT agrees to give DEALER a list of names of all persons who shall have the right to enter the premises between any regularly scheduled times for opening and closing the premises and who may be called upon for a key to enter CLIENT'S premises during such periods.

6. CENTRAL STATION ALARM: If DEALER has installed a central station alarm, DEALER shall, without warranty, use reasonable efforts to do the following to the extent the service is selected by CLIENT.

A. Upon receipt of a burglar alarm signal or access control door alarm signal, transmit the alarm to headquarters of the public police department.

B. Upon receipt of a hold-up alarm signal, transmit the alarm to the public police department.

C. Upon receipt of a manual, water flow, smoke or automatic fire alarm signal, transmit the alarm to the public fire department.

D. Upon receipt of an auxiliary, trouble, supervisory or other special signal, notify CLIENT or local authority as applicable.

E. Upon receipt of an audio signal indicating an unauthorized entry into CLIENT'S premises, DEALER'S operator will use reasonable efforts to identify the sound, and when warranted transmit notice of said signal to the public police department.

DEALER shall use reasonable efforts to notify CLIENT'S designated representative, provided that CLIENT has designated in writing a person to be notified and has provided a telephone number. DEALER shall be deemed to have used reasonable efforts to notify CLIENT'S representative if DEALER has called telephone number supplied by CLIENT. CLIENT hereby authorizes and empowers DEALER, its agents or assigns, to install the aforesaid system in the designated premises, and to service the system and to make any necessary inspections, tests and repairs as required. CLIENT understands that alternative or additional protection can be installed at CLIENT'S request and expense. CLIENT acknowledges that DEALER has no way of knowing of the existence of hidden pipes, wires or other obstructions within walls or or other concealed spaces, and it is CLIENT'S obligation to make DEALER aware of such conditions, failing which DEALER shall have no responsibility whatsoever for any damage that may be caused. The CLIENT agrees to furnish any necessary electric current through CLIENT'S meter and at CLIENT'S own expense. It is mutually agreed that the work of installation, repair or service by the DEALER shall be performed between the hours of 8:00 o'clock a.m. and 5:00 o'clock p.m., exclusive of Saturdays, Sundays and holidays.

8. It is understood and agreed that upon termination DEALER may remove or abandon, in whole or in part, the system if owned by DEALER, without obligation to repair or redecorate any portion of the CLIENT'S premises. DEALER'S removal or abandonment shall not constitute a waiver of the right to collect any charges which may have been accrued or may be due hereunder. CLIENT shall maintain insurance adequate to cover the replacement costs of DEALER'S equipment in the custody and control of CLIENT.

9. This agreement may be cancelled, without previous notice, at the option of DEALER, in the event DEALER'S central station, connection link or the equipment within the CLIENT'S premises is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, and may likewise be cancelled at the option of the CLIENT in the event of such occurrences. CLIENT shall be liable for any delinquent payments for services previously rendered.

10. CLIENT agrees to perform system checks as instructed by DEALER in order to ascertain if the system is properly functioning. CLIENT acknowledges that DEALER'S obligation hereunder relates solely to the services set forth above and to the service of the specified alarm system and that DEALER is in no way obligated to insure the operation of the system or to maintain or service CLIENT'S property or the property of others to which DEALER'S system is connected. Repairs shall be performed as soon as reasonably possible after receipt of notice by DEALER. CLIENT is solely responsible for proper maintenance of any devices utilizing batteries, or any sprinkler system including provision of heat where necessary and acknowledges that DEALER has no responsibility for the operation or non-operation of its equipment unless the sprinkler system is at all times in sound working order.

11. DEALER assumes no liability for delays in installation or interruptions of service due to strikes, riots, floods, fires, act of God or any causes beyond the control of DEALER, including interruption of alarm transmission, and will not be required to supply service to the CLIENT while such cause continues. CLIENT understands that alarm signals may be transmitted by telephone, cable, radio or microwave, which are outside the control of DEALER, and DEALER shall have no responsibility for any failure in transmission of alarm signals by any of these means. CLIENT agrees to immediately notify DEALER of any malfunctions of the communication link used by this equipment.

12. LIMITATIONS OF DAMAGES:

A. It is understood and agreed by the parties hereto that DEALER is not an insurer and that insurance, if any, covering personal injury and property loss or damage on CLIENT'S premises shall be obtained by CLIENT, at CLIENT'S sole expense. That the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to this value of CLIENT'S property or the property of others located on CLIENT'S premises; that DEALER makes no guarantee, representation or warranty including any implied warranty of merchantability or fitness for particular purpose that the system or service supplied will avert or prevent occurrences or the consequences therefrom which the system or service is intended to detect or avert, except for the provisions of the Soritrol Security System Limited Warranty as it may apply to any loss occurring while this Agreement is in force and if such warranty is in effect in conjunction with this Agreement.

B. CLIENT acknowledges it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure to perform any of DEALER'S obligations or a failure or malfunction in the system to properly operate because of, among other things, the uncertain amount or value of CLIENT'S property or the property of others which may be lost or damaged, the uncertainty of the response time of the police or other authority, the inability to ascertain what portion, if any, of any loss would be proximately caused by DEALER'S failure to perform any of its obligations or failure of its equipment to properly operate, or the nature of the services to be performed by DEALER.

C. CLIENT UNDERSTANDS AND AGREES THAT IF DEALER SHOULD BE FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE FROM A FAILURE TO PERFORM ANY OF ITS OBLIGATIONS OR A FAILURE OF THE EQUIPMENT TO PROPERLY OPERATE, DEALER'S LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO THE TOTAL OF ONE-HALF YEAR'S MONITORING PAYMENTS, OR FIVE HUNDRED DOLLARS (\$500) WHICHEVER IS THE LESSER, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY. AND THIS LIABILITY SHALL BE EXCLUSIVE AND SHALL APPLY IF LOSS OR DAMAGE, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY FROM PERFORMANCE OR NON-PERFORMANCE OF ANY OF DEALER'S OBLIGATIONS OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF DEALER, ITS EMPLOYEES OR AGENTS.

D. In the event that the CLIENT wishes DEALER to assume greater liability, CLIENT may, as a matter of right, obtain from DEALER a higher limit by paying an additional amount to DEALER, and a rider shall be attached hereto setting forth such higher limit and additional amount, but this additional obligation shall in no way be interpreted to hold DEALER as an insurer.

E. When CLIENT in the ordinary course of business has the property of others in its custody or the alarm system extends to protect the persons or property of others, CLIENT agrees to and shall indemnify, defend and hold harmless DEALER, its employees and agents for and against all claims brought by owners of said property arising out of the DEALER service under this Agreement. This provision shall apply to all claims regardless of cause including DEALER'S performance or failure to perform and including defects in products, design, installation, service, operation or non-operation of the system, whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of DEALER, its employees or agents, but this provision shall not apply to claims for loss or damage solely and directly caused by an employee of DEALER while on CLIENT'S premises.

F. CLIENT acknowledges that the system installed is as requested and is suitable to his purpose, and unless defects or omissions are called to DEALER'S attention, in writing, within five (5) days after completion of installation, CLIENT accepts the system as is.

13. All claims, actions or proceedings, legal or equitable, against DEALER must be commenced in court within one (1) year after the course of action has occurred or the act, omission or event occurred from which the claim, action or proceeding arises, whichever is earlier, without judicial extension of time, or said claim, action or proceeding is barred, time being of the essence of this paragraph.

14. CLIENT acknowledges that the provisions of this Agreement, and particularly those paragraphs relating to disclaimer of warranties, limitation of liability and third-party indemnification, inure to the benefit of and are applicable to Soritrol Corporation and its subsidiaries and to any subcontractors engaged by DEALER to provide monitoring, maintenance, installation or service of the alarm system provided herein. CLIENT hereby waives his right of recovery against DEALER for any loss covered by insurance on the premises or its contents to the extent permitted by any policy or by law.

15. If there is any conflict between this Agreement and CLIENT'S purchase order, or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement. This Agreement is not assignable by CLIENT except upon advance written consent of DEALER.

16. It is mutually understood and agreed that any representation, promise, advertising or other statement, condition, inducement or warranty, express or implied, whether written or verbal, not included in writing in this Agreement shall not be binding upon any party, and that the Agreement may not be altered, modified or otherwise changed at any time except with the written consent of each of the parties hereto, and in the form of an addendum to this Agreement. If any of the terms or conditions of this Agreement shall be declared invalid or inoperative, all of the remaining terms and conditions shall remain in full force and effect.