

**Security Integration, Inc.**

25 Evergreen Avenue, Suite 5

Mill Valley, CA 94941

PHONE (844) 247-2338

FAX (415)358-8944

Sales & Service Agreement

CLSB: 875507

DIR: 100007023

Consumer Affairs Lic: ACQ 5490 ACO 6626

State Contractors License: C7/C10 # 875507

Agreement is submitted to:

Eric Guichet

(hereafter referred to as "Subscriber")

Dated:

5/2/2019

Contracted with:

San Rafael City Schools

Site Address: (street/city/state/zip)

498 Point San Pedro, San Rafael, CA 94901

Phone Number:

415-492-3285

Security Integration, Inc. hereby submits specifications and estimates for:

Type:	Monitoring Services:			
1 Residential	1 Burglar Alarm	1 Standard Residential Monitoring	1 Thermostat	1 Video Clips (Up to 4 Cameras)
1 Commercial	1 WEB Burglar Alarm	1 Web Residential Monitoring	1 Light	1 Video Clips (Up to 8 Cameras)
	1 Fire Alarm	1 Standard Commercial Monitoring	1 Lock	1 Video Storage 50 MB
1 Sale	1 Access Control	1 GSM Commercial Monitoring	1 Light & Lock	1 Video Storage 250 MB
1 Lease	1 CCTV	1 Back-Up Communications	1 Thermostat & Lock	1 Video Storage 500 MB
	1 Intercom	1 Total Connect 2.0	1 Thermostat & Light	1 Video Storage 750 MB
1 T&M Service	1 Integrated System	1 Additional Call List for Sub Control	1 Thermostat & Light & Lock	1 Video Storage 1,000 MB
1 Extended Service Plan (ESP)	1 Other	1 Medical Alarm	1 Fire Alarm Monitoring W/Daily Line Supervision	
1 Extended Service &		1 Guard Response	1 Fire Inspections Annual	
1 Maintenance Plan (ESMP)		1 Guard Tour	1 U.L. Fire Certification Renewal	
		0 # Per Night		

LISTING OF EQUIPMENT

2 Commercial Intrusion Panels, 2 Alpha Numeric Keypads, 1 Alpha Numeric Keypad with Wireless Receiver, 2 Commercial Wireless Motion Detectors, 1 Commercial Repeater
33 Commercial Wired Motion Detector, Underground Cable, Indoor Riser Rated Cable, 2 Indoor Sirens, 2 Communication Modules, 2 12V 7AH Batteries, 6 MPLX Booster

ADDITIONAL CONTRACT CLAUSES

- 1) That the existing conduit (with adequate space) connects all buildings together and has ring and string.
- 2) That all locations (besides the gymnasium) has accessible drop ceiling.
- 3) That there are no more than 9 rooms requiring security in either building B or C.
- 4) That the district will provide SII with plug in 120v power to allow for power for the transformer going to the panel in buildings C and G and the repeater in the gymnasium.
- 5) That there is adequate wall space to install the intrusion panel and communication modules.
- 6) The district will need to provide SII with IP address' for the internet communication modules and an open switch port in building C and building G with internet connectivity.

EXCLUSIONS

- 1) All 120VAC Power, power outlets, power boxes, demo of any kind, protect in place, safe-off, conduit, flex conduit, plywood, high lift, drawings, j-hooks, hangers, cable tray,
- 2) parking, ring and string provided by others, storage, glass & glazing, all painting, patching if necessary, penetrations and sealing, disposal, bonds, permits or fees.
- 3) That there is adequate space in low voltage conduit going directly from building to building.
- 4)
- 5)
- 6)

MONITORING

This proposal is contingent upon acceptance of a 5-year monitoring contract for \$25 per panel for the first year, \$30 per panel the second year, \$40 per panel the third year, \$50 per panel the fourth year and \$60 per panel the fifth year. These monitoring costs are not included in the price below.

Sale and/or Installation Charge:	<u>Other</u>	(Plus Applicable Sales Tax)	Monthly Recurring Charge Year 1:	\$	25.00
Tax:			Other Monthly Service Charge:	\$	-
	TOTAL:	(Plus Applicable Sales Tax)		\$	-
				\$	-
Deposit: 30%	\$	-			
		(Plus Applicable Sales Tax)			
FINAL PAYMENT DUE AT FINAL INSPECTION:	\$	-	Total Monthly Service Charge:	\$	25.00

PAYMENT TERMS

A deposit payment is required with the signing of this agreement prior to Security Integration, Inc. ordering parts for the project, the balance is due upon final completion and system walkthrough.

The Monthly Service Charge is to be paid annually in advance with traditional billing or monthly in advance with pre-approved charge card on file with Security Integration, Inc. The initial contract term of this agreement is for five (5) years then it will automatically renew year to year. Monthly Service Fee will remain fixed for the initial term and any additions, service upgrades, or changes to the equipment may incur an additional fee(s).

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written change order or "Rider" to this agreement, and will be an additional charge over the charges listed above.

It is understood that Security Integration, Inc. is not an insurer; that insurance for whatever reason or purpose and in whatever amount shall be obtained by Customer, if any is desired; that the sums payable hereunder to Security Integration, Inc. by Customer are based upon the value of services offered and the scope of liability undertaken and such sums are not related to the value of property belonging to Customer or to others located on Customer's premises. Customer does not seek indemnity by this Agreement from Security Integration, Inc. and specifically waives any rights for indemnity for any damages or losses caused by hazards to Customers, Invitees, Guests, or property. Security Integration, Inc. MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEMS IT INSTALLS OR THE SERVICES IT FURNISHES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEMS AND SERVICES ARE DESIGNED TO DETECT.

ADDITIONAL TERMS & CONDITIONS

1. SERVICES: Security Integration, Inc. shall install, service, and warranty the system(s) as designed by Security Integration, Inc. and approved by Customer, in accordance with Security Integration, Inc.'s Proposal (attached).

2. INSTALLATION CHARGES: The Customer agrees to pay Security Integration, Inc., its agents or assigns, the installation charge and, if applicable, the maintenance, and/or lease charge as listed in the Proposal, subject to the terms and conditions as listed in the Proposal and Sales and Service Agreement.

against, nor does Security Integration, Inc. assume any liability for, interruptions in operation of the equipment covered by this Agreement. When covered by our Full Service Agreement, the service also includes preventative maintenance based upon the specific needs of the individual equipment as determined by Security Integration, Inc..

3. INSTALLATION, MAINTENANCE, SERVICE: Customer hereby authorizes and empowers Security Integration, Inc. to perform or cause to be performed the work necessary to fulfill the terms of this Agreement, including but not limited to installation, maintenance, inspection, testing, and repair of the systems on its premises. Such work shall be performed in a workmanlike manner in accordance with Security Integration, Inc.'s standard practices and shall be completed in accordance with a mutually agreed upon schedule, unless stated otherwise in the Proposal. The obligation of Security Integration, Inc. to provide service related to the maintenance of the system pertains solely to the items specified in the Bill of Materials as listed in the Proposal. Security Integration, Inc. is not obligated to maintain, repair, service, replace, operate or assure the operation of any device, system, or property belonging to Customer or to any third party to which such specified systems or components are attached, unless specifically agreed upon in the Proposal. In order to protect Customer from losses resulting from, damage to, or destruction of Security Integration, Inc. systems, Customer shall include such systems in the coverage provided in its liability and fire insurance policies. Security Integration, Inc. will provide service availability in accordance with the coverage requirements listed in the Proposal and defined under "coverage type" while the equipment is located on the premises upon which it was installed. The service to be provided is intended to keep the equipment in, or restore the equipment to, good working order. Unscheduled, on-call remedial maintenance, is also to be provided by Security Integration, Inc. under this Agreement as necessary. Service provided by Security Integration, Inc. under this Agreement does not assure against, nor does Security Integration, Inc. assume any liability for, interruptions in operation of the equipment covered by this Agreement. When covered by our Full Service Agreement, the service also includes preventative maintenance based upon the specific needs of the individual equipment as determined by Security Integration, Inc..

4. ACCESS: Security Integration, Inc.'s technicians shall have full and free access upon their arrival to the equipment covered under this Agreement to provide service thereon.

5. OWNERSHIP: For existing installations, the Customer represents that it is the owner of the equipment to be serviced under this Agreement, or, if not the owner, has authority from the owner to include such equipment under this Agreement.

6. OPERATION: Customer represents and agrees to properly test and set the system on every closing and to properly turn off the system on each opening (if applicable); to test any detection device, or other electronic equipment designated in the Proposal prior to setting the system for closed periods and to notify Security Integration, Inc. promptly if such equipment fails to respond to the test; to use the equipment properly and follow proper operating procedures (if customer requires Security Integration, Inc. service); if Security Integration, Inc. representatives are sent to Customer's premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions or failing to close or properly secure a protected point, to pay an additional service charge at the prevailing rate per occurrence; and that all walls, doors, skylight, windows or other elements of the premises as now constructed or to be constructed are or will be placed and maintained in such condition, at Customer's expense, as to permit proper installation and operation of the system(s).

7. DELAYS - INTERRUPTION OF SERVICE: Security Integration, Inc. shall not be liable for any delays, however caused, or for interruptions of service caused by strikes, riots, floods, acts of God, loss of communication and or other signal transmission lines, or by any event beyond the control of Security Integration, Inc.. Security Integration, Inc. will not be required to furnish service to Customer while such interruption shall continue.

8. EQUIPMENT COVERED: Refer to the above, attached Proposal, or attached Rider "A," as applicable.

9. EXCLUSIONS: Services to be provided by Security Integration, Inc. pursuant to this Agreement do not include:

a) Repair of damage or increase in service time caused by failure to continually provide a suitable operating environment with all facilities as prescribed by Security Integration, Inc. and/or the equipment manufacturer, including, but not limited to, the failure to provide, or the failure of, adequate and regulated electrical power, air conditioning or humidity control; or such special requirements as contained in Rider "A" or the Proposal hereto.

b) Repair of damage or increase in service time caused by use of the equipment for other than the ordinary use for which the equipment was designed or purpose for which it was intended.

c) Repair of damage, replacement parts (due to other than normal wear) or repetitive service calls caused by the use of unauthorized supplies or equipment.

d) Repair of damage or increase in service time caused by: accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; transportation, neglect or misuse, alterations, which shall include, but not be limited to, any deviation from Security Integration, Inc.'s physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnecting to non-Security Integration, Inc. equipment and devices not supplied by Security Integration, Inc.

10. ADDITIONAL CHARGES: Unless otherwise specified in the Proposal, service charges for the system are based upon coverage as specified in the "hours of operation." Service performed outside this window, or as a result of the failure of the Customer to adhere to the requirements as specified by either the manufacturer or outside the scope of the Agreement, shall be chargeable at Security Integration, Inc.'s prevailing rates. Customer shall not tamper with, adjust, alter, move, remove, or otherwise interfere with equipment without Security Integration, Inc.'s specific permission, nor permit the same by other Contractors. Any work performed by Security Integration, Inc. to correct Customer's breach of the foregoing obligation shall be corrected and paid for by Customer at Security Integration, Inc.'s prevailing rates. Remedial maintenance due to Acts of God or events beyond the control of Security Integration, Inc. shall be corrected by Security Integration, Inc. and paid for by Customer in accordance with Security Integration, Inc.'s prevailing rates.

Security Integration, Inc. shall have the right to increase or decrease the periodic service charge provided above at any time or times after the expiration of one year from the date service is operative under this Agreement, upon giving Customer written notice thirty (30) days in advance of the effective date of such increase or decrease.

11. LIQUIDATED DAMAGES / LIMITS OF LIABILITY: Customer agrees that Security Integration, Inc. shall not be liable for any of Customer's losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or non-performance of obligations imposed by this agreement or by negligent acts or omissions of Security Integration, Inc., its agents or employees. The Customer does hereby waive and release any rights of recovery against Security Integration, Inc. that it may have hereunder. It is agreed that it is impractical and impossible to fix actual damages which may arise from situations where there may be a failure of services provided, due to the uncertain value of Customer's property or the property of others kept on the protected premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system is designed to detect or avert. Due to the inability of Security Integration, Inc. to establish a causal connection between systems or service problems and Customer's possible loss, it is further agreed that if Security Integration, Inc. should become liable for any losses or damages attributable to a failure of systems or services in any respect, its total liability to Customer shall be limited to \$250.00, which the Customer agrees is reasonable. The payment of this amount shall be Security Integration, Inc.'s sole and exclusive liability regardless of the amount of loss or damage incurred by the Customer. No suit or action shall be brought against Security Integration, Inc. more than one (1) year after the accrual of the cause of action therefor.

Since it is agreed that the Customer retains the sole responsibility of the life and safety of all persons in the protected premises, and for protecting against losses to his own property or the property of others in the protected premises, Customer agrees to indemnify, defend and hold harmless Security Integration, Inc. from any and all such claims and lawsuits including the payment of all damages, expenses, costs, and attorney fees incurred by Security Integration, Inc., its employees and agents, from and against all claims, lawsuits and losses, by persons not a party to this Agreement, against Security Integration, Inc. for failure of its equipment or services in any respect, alleged to be caused by the improper operation of the system, whether due to malfunctioning or non-functioning of the system, or by the negligence, active or passive, of Security Integration, Inc.

12. RENEWAL: The Service Agreement portion of these conditions is self-renewing for the term provided herein and at the prices in effect as of the date of renewal unless modified or canceled by either party in writing not less than thirty (30) days prior to the expiration date of this Agreement.

13. TERMINATION/PAYMENT: Security Integration, Inc. has the option to terminate this agreement for cause should any payment due from Customer to Security Integration, Inc. remain overdue for a period of more than thirty (30) days. Should Security Integration, Inc. elect to exercise such cancellation option, said exercise shall be in writing, sent by certified mail, return receipt requested, and such cancellation shall be effective upon receipt.

14. MONITORING SERVICES: Subscriber understands and agrees that the signals from the security system installed shall be monitored by Security Integration, Inc. (hereinafter referred to as Central Station) or its designee/assignee. Upon termination of this agreement for any reason, subscriber authorizes Security Integration, Inc. to enter subscriber's premises and disconnect and remove Subscriber's communicator from the monitoring network.

15. SUCCESSORS: The Agreement is not assignable by Customer except upon the written consent of Security Integration, Inc., which consent will not unreasonably be withheld.

16. ENTIRE AGREEMENT: This Agreement is to govern the providing of services by Security Integration, Inc. to Customer as described herein. Nothing in this Agreement is to be construed as creating a lease or a leasehold agreement between the parties. This Agreement is not binding unless approved in writing by an authorized representative of Security Integration, Inc. If approval is not obtained, the only liability of Security Integration, Inc. shall be to return to Customer the amount, if any, paid to Security Integration, Inc. upon the signing of the Agreement by its Sales Representative. This writing, together with any individually signed acceptance of Proposals, rider, other attachments pertaining to this Agreement is intended by the parties as the final expression of their agreement with respect to the subject matter contained herein and also as the complete and exclusive statement of the terms and such Agreement, notwithstanding any prior, contemporaneous or subsequent purchase order or other document relating to said subject matter. There is no course of dealing or usage of the trade what would supplement or conflict with its terms. This Agreement may only be amended in writing signed by both parties.

17. JURISDICTION: This Agreement will be governed by the laws of the State of California.

Approximate Start Date: 08/20/19 Year 1 Approximate Completion [08/29/19 Approximate Contract End Date: 8/26/2024

Year 1 dates 8/27/2019 - 8/26/2020 - \$25 per month per panel
Year 2 dates 8/27/2020 - 8/26/2021 - \$30 per month per panel
Year 3 dates 8/27/2021 - 8/26/2022 - \$40 per month per panel
Year 4 dates 8/27/2022 - 8/26/2023 - \$50 per month per panel
Year 5 dates 8/27/2023 - 8/26/2024 - \$60 per month per panel

Sales Representative: Eric Barton Date: 08/19/19

Acceptance of Proposal – The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Subscriber authorizes Security Integration, Inc. to install, maintain, and service the system as outlined above. Payment will be made as specified above. I have read and understood the Additional Terms & Conditions attached and made part of this agreement. This signed proposal is the sole and exclusive agreement between the parties governing the terms and conditions of the operation of the "system", including installation, service, and monitoring and will prevail over any other agreement, purchase order, or verbal statements.

SECURITY INTEGRATION, INC.

SUBSCRIBER:

By: James Gracey

By:

Approved: AUTHORIZED OFFICER

Print Name Dan Zaich Ed.D.

Title: Senior Director- Capitol Improvements

DATE: 8/19/2019