

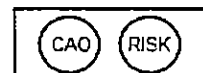
CONTRACT FOR SERVICES
Sentry Alarm Services for Museum John Street Storage

THIS AGREEMENT is executed this 6th day of November, 2015, by and between the CITY OF MONTEREY, a municipal corporation, hereinafter called "City," and Sentry Alarm Systems, hereinafter called "Contractor."

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. **Scope.** Contractor hereby agrees to provide to the City, as the scope of services under this Agreement, the following services: See attached Contractors "Commercial Customer Agreement", as Exhibit "A" and "Schedule of Detection", as Exhibit "B". In the event of a conflict between the terms of this Agreement and the attached exhibits, the order of precedence shall be as follows: #1 this Agreement; #2 Commercial Customer Agreement (Exhibit "A") and Schedule of Detection (Exhibit "B").
2. **Timely.** Contractor shall perform all tasks in a timely fashion, as set forth more specifically in paragraph 3 below. Failure to so perform is hereby deemed a material breach of this Agreement, and City may terminate this Agreement with no further liability hereunder, or may agree in writing with Contractor to an extension of time.
3. **Term.** The work under this Agreement shall commence within ten business days after the execution of this Agreement and shall be completed two years after that date unless City grants a written extension of time as set forth in paragraph 2 above.
4. **Payment.** City agrees to pay and Contractor agrees to accept as full and fair consideration for the performance of this Agreement, One Thousand Nine Hundred Fifty Three Dollars and Sixty Nine Cents (\$1,953.69). Contractor has no right of reimbursement for expenses under this Agreement. Compensation shall become due and payable 30 days after City's approval of Contractor's submission of monthly written invoices to the City. The payment of any compensation shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If City determines that the work set forth in the written invoice has not been performed in accordance with the terms of this Agreement, City shall not be responsible for payment until such time as the work has been satisfactorily performed.
5. **Meet & Confer.** Contractor agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by City to insure timely and adequate performance of this Agreement.
6. **Insurance.** Contractor shall maintain the following insurance in full force and effect.
 - a. Without altering or limiting Contractor's duty to indemnify, Contractor shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:
 1. **Contractor's Commercial General Liability Insurance** including but not limited to personal injuries, bodily injuries, premises/operations, completed operations/products, contractual liability, independent contractors (if any part of the work is to be subcontracted), broad form property damage and cross-liability coverage with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

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II. Commercial Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.

III. Workers' Compensation Insurance. If Contractor employs others in the performance of this Agreement, Contractor shall maintain workers' compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$100,000 per occurrence for employer's liability. Workers' compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

b. Other Insurance Requirements:

I. All insurance under this Agreement must be written by an insurance company that is either:

- * Admitted to do business in California with a current A.M. Best rating of no less than A:VI;
- or
- * An insurance company with a current A.M. Best rating of no less than A:VII.

Exception may be made for the State Compensation Insurance Fund when not specifically rated.

II. Each insurance policy required by this agreement shall be endorsed to state that City of Monterey shall be given notice in writing at least thirty days in advance of any change, cancellation, or non-renewal thereof.

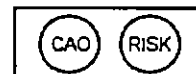
III. The general liability and auto policies shall:

- * Provide an endorsement naming the City of Monterey, its officers, officials, and employees as additional insureds under an ISO CG 20 10 11 85 or equivalent.
- * Provide that such insurance is primary and non-contributing insurance to any insurance or self-insurance maintained by the City.
- * Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01.

IV. Prior to the start of work under this Agreement, Contractor shall file certificates of insurance and endorsements evidencing the coverage required by this agreement with the City of Monterey Risk Management Office. Contractor shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.

V. Neither the insurance requirements hereunder, nor acceptance or

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approval of Contractor's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Contractor's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. Notwithstanding the insurance requirements contained herein, Contractor is financially liable for its indemnification obligations under this Agreement.

VI. Any deductibles or self-insured retentions must be declared to and approved by the City of Monterey. At the option of the City, either: the insured shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

VII. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

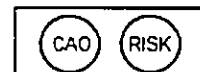
VII. Contractor shall either (1) require each of its subcontractors to procure and to maintain during the life of its subcontract, Commercial General Liability Insurance, Vehicle Liability Insurance and Workers' Compensation Insurance of the type and in the amounts specified above, or; (2) insure the activities of its subcontractors in its policies. Prior to commencement of any work by any subcontractor, Contractor shall file certificates of insurance and endorsements evidencing the coverage required by this paragraph with the City of Monterey Risk Management Office. Contractor shall file a new or amended certificates of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.

7. **Indemnification.** Contractor hereby agrees to the following Indemnification and Hold Harmless Clause:

To the fullest extent permitted by law, Contractor agrees to indemnify, investigate, defend (at Contractor's sole cost and expense and with legal counsel reasonably approved by City), protect and hold harmless, the City of Monterey, its officials, officers, employees, agents, and representatives from and against any and all claims [including, without limitation, claims for bodily injury or death (including but not limited to Contractor, persons employed by Contractor, persons acting on behalf of Contractor, and third parties) or damage to property], demands, obligations, losses, damages, actions, causes of action, suits, judgments, fines, penalties, liabilities, defense costs and expenses (including, without limitation, reasonable attorneys' fees, disbursements and court costs, and all other professional, expert or Contractors' fees and costs) of every kind or nature arising out of or in connection with or relating to any work or activities of Contractor (or Contractor's contractors' or subcontractors', if any) conducted under this Agreement or arising out of the failure on Contractor's part to perform their obligations under this agreement. Except as provided by law, the indemnification provisions stated above shall apply regardless of the existence or degree of fault of the City, except for those Claims which arise out of the sole negligence or willful misconduct of the City.

Notwithstanding the provisions of the above paragraph, Contractor agrees to assume all risk, and to indemnify and hold harmless the City from and against any and all claims,

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demands, defense costs, liability, expense, or damages of any kind or nature arising out of or in connection with damage to or loss of any property belonging to Contractor or Contractor's employees, contractors, representatives, patrons, guests or invitees.

Contractor further agrees to indemnify City for damage to or loss of City property arising out of or in connection with Contractor's work associated with this agreement or arising out of any act or omission of Contractor or any of Contractor's employees, agents, contractors, representatives, patrons, guests or invitees; excepting such damage or loss arising out of the negligence of the City.

8. **Licensing.** Contractor warrants that it is properly licensed to perform the work specified under this Agreement, including but not limited to possession of a current City business license.

9. **Non-Discrimination.** No discrimination shall be made by Contractor or any subcontractor in the hiring and employment of persons for the work under this Agreement or any other City project because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person. Every person in violation of this section is subject to the penalties in accordance with the provisions of Section 1735 of the Labor Code.

9. **Legal day's work; Forfeiture for Violations.** Notwithstanding any provisions of Labor Code Section 1810 et seq., to the contrary, eight hours labor constitutes a legal day's work in all cases where the same is performed under the direction, control, or by the authority of any officer of City, and Contractor or any subcontractor shall, as a penalty to the City of Monterey, forfeit fifty dollars (\$50) per day for each worker employed in the execution of this Agreement in violation of this provision

10. **Termination.** City may terminate this Agreement upon ten days' written notice. The amount of damages, if any, as a result of such termination may be decided by negotiations between the parties or before a court of competent jurisdiction.

11. **Agency.** In performing the services specified under this Agreement, Contractor is hereby deemed to be an independent contractor and not an agent or employee of City.

12. **Non-Assignability.** The rights and obligations of Contractor hereunder are not assignable and cannot be delegated without written consent of City.

13. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior agreements, whether oral or written, relating to the subject matter thereof. Any modification of the Agreement will be effective only if it is in writing signed by both parties hereto.


14. **Validity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

15. **Counterparts.** This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

16. **Laws.** Contractor agrees that in the performance of this Agreement it will comply with all applicable State, Federal and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.

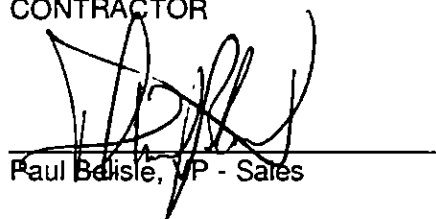
IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first above written in Monterey, California.

CITY OF MONTEREY



Mayor or City Manager

CONTRACTOR



Paul Belisle, VP - Sales



CORP HEADQUARTERS
8 Thomas Owens Way
Monterey, CA 93940
PH. (831) 375-2727
TOLL FREE (800) 424-7773
FAX (831) 372-8340

OFFICES
Monterey
Oakland
Santa Maria

Exhibit "A"

COMMERCIAL
CUSTOMER AGREEMENT
ACO 3466 / C-7, C-10 & C-16 619293

CONTRACT # 12469 C

SALE # _____

ACCT. # _____

C.S. # _____

THIS AGREEMENT is made this 10th day of November, 2015 by and between Sentry Alarm Systems, ("COMPANY") and

City of Monterey ("CLIENT") PHONE (1): _____ (AD. SIK #)

ATTN: _____ PHONE (2): _____ (Hawkins)

OWNERSHIP FORM: ☐ Corporation ☒ Government ☐ Non-Profit ☐ Partnership ☐ Sole Proprietorship

INSTALL AT 1 John St. Suite B Address San Jose City CA State 92955 Zip

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

☒ COMPANY OWNED EQUIPMENT

☐ CLIENT OWNED EQUIPMENT

Subject to the terms and conditions hereinafter set forth, COMPANY agrees to install the equipment as listed in the SCHEDULE OF DETECTION attached. COMPANY further agrees to provide MONITORING/SERVICES as specified below:

- ☒ BURGLARY SYSTEM FAIRLOCKS \$209/mo.
- ☐ FIRE SYSTEM NA
- ☐ VIDEO SYSTEM NA
- ☐ ALARM INSPECTIONS NA
 - ☐ ANNUAL ☐ SEMI-ANNUAL
- ☐ SPRINKLER INSPECTIONS _____
 - ☐ MONTHLY ☐ SEMI-ANNUAL ☐ ANNUAL ☐ 5 YEAR
- ☒ MONITORING \$399/mo.
 - ☐ DIALER ☒ CELL ☐ INTERNET ☐ OTHER
- ☒ TIMER TEST _____
 - ☒ DAILY ☐ WEEKLY ☐ MONTHLY
- ☐ WEB ACCESS _____
- ☐ KEY SERVICE _____
- ☐ OTHER _____

The CLIENT agrees to pay for the INSTALLATION and MONITORING/SERVICES as follows:

MONITORING SERVICES (Per Mo.)

\$ 599 IN ADVANCE-PAID BY EFT
☐ CHECKING ☐ SAVINGS
☐ CREDIT CARD
 BILLED ☐ QUARTERLY ☐ SEMI-ANNUAL ☐ ANNUAL

ACTIVATION FEE \$ 0
 INSTALLATION COST \$ 495.00
 SALES TAX \$ 42.69
 TOTAL COST \$ 537.69
 DEPOSIT \$ 0
 BALANCE DUE \$ (537.69)

BALANCE DUE UPON COMPLETION OF INSTALLATION & PAYABLE FOR ACTIVATION OF SYSTEM

CC# _____
 CVR# _____
 EXP. _____
 NAME _____
 CK# _____
 DATE _____
 CASH _____

TELEPHONE COMPANY AND PERMIT FEES NOT INCLUDED

THIS AGREEMENT IS FOR A TERM OF FIVE YEARS; MONTH-TO-MONTHLY THEREAFTER

Where COMPANY has not installed equipment, sections 1, 12 and 13 below are deleted

THIS AGREEMENT IS NOT BINDING UNLESS APPROVED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF COMPANY. IN THE EVENT OF FAILURE OF SUCH APPROVAL, THE ONLY LIABILITY OF COMPANY SHALL BE TO RETURN TO THE CLIENT THE AMOUNT, IF ANY, PAID TO COMPANY UPON SIGNING OF THE AGREEMENT. IF WORK CANNOT BE COMPLETED DUE TO CONDITIONS BEYOND THE CONTROL OF COMPANY, PROGRESS PAYMENTS WILL BE MADE AS PORTIONS OF THE INSTALLATION ARE SUPPLIED OR COMPLETED.

COMPANY MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY EXCEPT AS SET FORTH IN PARAGRAPH 17 ON THE REVERSE SIDE.

CLIENT ACKNOWLEDGES THAT COMPANY'S LIABILITY FOR DAMAGES SUFFERED BY CLIENT ARE LIMITED AND LIQUIDATED AS SET FORTH HEREIN. CLIENT MAY OBTAIN FROM COMPANY A HIGHER LIMITATION OF COMPANY'S LIABILITY, IF AVAILABLE, BY PAYING AN ADDITIONAL PERIODIC CHARGE TO COMPANY. SEE PARAGRAPH 18D.

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 LIMITATION 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 IS A CONTRACT - PLEASE READ FRONT AND BACK CAREFULLY BEFORE SIGNING.

COMPANY BY: [Signature] Sales Representative Agent No. 100148

DATE: 8/27/15

APPROVED: _____ Corporate Officer

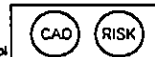
DATE: _____

CLIENT: _____
 SIGN: [Signature] Individually and on behalf of the above named Client

DATE: 8/27/15

PLEASE SIGN AND RETURN WHITE COPIES WITH DEPOSIT

CHECK FOR \$ 0
 THANK YOU!



TERMS AND CONDITIONS

1. THE SYSTEM. COMPANY agrees to install in the premises of CLIENT, alarm equipment and devices or in network a centrally monitored signaling system and services necessary to transmit signals from the premises of CLIENT to COMPANY's central monitoring station or both referred to herein as the "System"; in accordance with the above description of systems or Schedule of Protection and Description of Monitoring/Services and will repair such equipment as set forth in paragraph 17 when advised by CLIENT that service is needed.

2. **TERM AND RENEWAL.** After the first term stated on the face hereof, this Agreement (except for the limited warranty provided for in paragraph 17) including the Second Surcharge Policy and all amendments hereto shall automatically renew for additional like terms unless either party shall give written notice of discontinuance at least thirty (30) days prior to the expiration of the said term of any contractual

3. **FREE INCREASE.** COMPANY shall have the right, at any time during the term of this Agreement, to increase the monitoring/service charges proposed hereunder to reflect any additional taxes, fees or charges relating to the services provided under the terms of this Agreement which may hereafter be imposed on COMPANY by any state or government agency and CLIENT agrees to pay same in addition to the charges set forth in this Agreement. COMPANY shall, however, not be permitted to increase the monitoring/service charge by giving CLIENT a notice in writing no less than thirty (30) days prior to the date of said increase if CLIENT is unwilling to pay the increased monitoring/service charge. CLIENT must notify COMPANY in writing twenty (20) days prior to the operative effective date of the increase that this Agreement will be terminated on the effective date of the increase unless COMPANY requests that the increase be terminated. If CLIENT fails to give such notice, the increase shall be deemed binding on CLIENT to the full term of this Agreement. CLIENT's failure to notify COMPANY within said twenty (20) days shall constitute CLIENT's acceptance of the increase.

4. TERMINATION. COMPANY shall have the right to terminate this Agreement and discontinue the system ten (10) days after written notice of nonpayment if CLIENT has failed to make timely payments during the term of this Agreement or intermittently if CLIENT's utility or nonpayment is ever reported back onto any delinquent by CLIENT, in which case for the remainder of the term shall be considered due and payable, including all costs and expenses of collection. Including attorneys' fees incurred by the COMPANY. This Agreement shall be construed and enforced in accordance with the laws of the State of California, in the event of any litigation between the Parties hereto, the Parties stipulate that the sole and exclusive jurisdiction for such action shall be in the Courts for the County of Monterey, California or the United States District Court for the Northern District of California.

8. **TERMINATION OF CONNECTIONS** This Agreement may be terminated at the option of COMPANY at any time in the event that COMPANY is unable either to service or retain the commodities of privileges necessary for the transmission of signals between CLIENT's premises and COMPANY's central station or between COMPANY's central station and the police or other authority, and COMPANY shall not be liable for any charges at subject at any primary as a result of such termination. Any advance payments made for service to be supplied subsequent to the date of such termination shall be refunded to CLIENT.

8. REMOVAL OR ABANDONMENT OF SYSTEM. Upon any default hereunder, or upon termination of this Contract, it is understood and agreed that COMPANY may enter CLIENT'S premises to deprogram or shut off the communications or memory chip or remove Company-owned equipment. COMPANY is not responsible for repair of remaining holes made for the mounting of equipment or the running of wires.

Y. ADDITIONAL CHARGES. Any costs incurred by COMPANY, including fines, penalties or costs of COMPANY's response service at its customary charges as a result of false alarm originating from CLIENT's premises shall be promptly reimbursed to COMPANY. Any false alarm charge made directly against CLIENT shall be CLIENT's sole responsibility. CLIENT is responsible for any property losses assessed on the equipment involved in this Agreement.

CLIENT shall be liable for any expenses incurred for collection of any monies owed to COMPANY. If any payment due hereunder is not paid within twenty (20) days of the first day of the service period on the face hereof a delinquency charge calculated at the rate of one and one-half percent (1 1/2%) per month of the amount due may be charged, at such rate as may be permitted by law.

SYSTEM SERVICES. COMPANY agrees to monitor the system from the time CLIENT causes the System to be activated until either CLIENT causes the System to be deactivated or COMPANY deactivates the System. If the System is deactivated by either party, the System will be deactivated for a period of 30 days (or five (5) business days, if the COMPANY operator will submit every request of a signal indicating an intrusion to the local authority (or fire if applicable), and, using reasonable judgment, will make every reasonable effort to transmit, notify of said signal to the appropriate local authority. COMPANY shall not be liable if the local authority determines the premises are secure or no fire exists. If instructed to do so by CLIENT, COMPANY will also make reasonable efforts to respond to any request designated in writing by CLIENT. In the event late response service is provided by COMPANY, the responding personnel shall investigate only the exterior of the premises from the responding vehicle.

9. **CLIENT RESPONSIBILITIES.** CLIENT agrees to perform reasonable and periodic (but not less than monthly) system checks as requested by COMPANY in order to ascertain that the system is properly functioning. In the event that any motion detection devices have been installed, CLIENT agrees to test such devices in accordance with instructions provided by COMPANY, and to report promptly any delinquency to COMPANY. In the case of fire alarm protection, CLIENT can also notify COMPANY in writing of any change in its fire rating bureau or agency.

10. **ALARM DEVICES** If CLIENT's equipment includes a siren bell, alarm, or similar audible device (referred to as "Alarm"), upon becoming aware of any signal from such Alarm indicating an emergency on CLIENT's premises, COMPANY will make every reasonable effort to notify CLIENT or his designated representative by telephone and to advise such representative of the nature of the emergency. If such Alarm is not answered by the designated representative, and if the representative is not available at a nearby local police or fire authorities station, and if the representative is not reachable by telephone, COMPANY will make every reasonable effort to contact the representative by other means. If the representative cannot be reached or does not appear at the premises within thirty (30) minutes from the time COMPANY receives confirmation that the Alarm is sounding, or if COMPANY is called upon by local authorities to turn off the Alarm at any time, COMPANY authorizes COMPANY to turn on the Alarm and agree to pay the cost of any such alarm. COMPANY agrees to pay the cost of any such alarm if the alarm is not activated by the Alarm. If the Alarm is activated by the Alarm, CLIENT agrees to pay the cost of any such alarm. CLIENT acknowledges that if an alarm has been activated, and if CLIENT has not contacted the police or fire authorities within the time specified above, and if the Alarm is not activated, CLIENT agrees to pay the cost of any such alarm. If the Alarm is activated, CLIENT may have no way of knowing the system was activated and agrees to hold COMPANY harmless for any damage which may result.

11. AUTHORIZED PERSONNEL. Where required by system type installed and/or services contracted, CLIENT agrees to give COMPANY a list of the names, addresses and telephone numbers of all persons authorized 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, and of all persons authorized to arrange an unscheduled opening/closing and/or authorized to enter or re-enter the premises during such periods. CLIENT shall also inform COMPANY with a written daily and holiday opening and closing schedule. All changes, removals and modifications to the above must be supplied to COMPANY in writing.

13. **SYSTEM INTERRUPTION** CLIENT understands that for equipment which transmits signals via the telephone circuit and/or radio telemetry, none of such services are infallible, and CLIENT specifically acknowledges that COMPANY does not represent or warrant that the transmission of signals may not be interrupted, circumvented or compromised. In addition, CLIENT understands that a digital communications is a non-supervised reporting device which requires the telephone line to be operative for a signal to be received by the central station. If the telephone line is not operative there is no indication of the fact at the central station and no signal can be received by the central station while the telephone line remains inoperative.

13. **CLIENT NOTIFICATION** Upon receipt of an out of service signal, if the system has that capability, of a supervisory service signal COMPANY will make every reasonable effort to notify the representative designated in writing by CLIENT.

14. **INSTALLATION.** A CLIENT hereby authorizes and empowers COMPANY, its agents or assigns to install the aforesaid system in said premises. Errors or omissions in the construction of the system must be called to the attention of COMPANY, in writing, within five days of the completion of the installation, and upon the occurrence of such event the warranty shall be deemed to have been accepted.

CLIENT, CLIENT agrees to COMPANY to repair, the installation shall be performed as ordered by CLIENT, CLIENT agrees to COMPANY to remove any and all obstructions from the system, and further make any changes or to alterations to the system as the request of CLIENT to make the system, and any changes in CLIENT's premises, property or equipment, after the original installation has been completed. The additional cost shall be paid by CLIENT, CLIENT shall not install any premises without written notice to COMPANY and COMPANY shall not be responsible for any failure of the system due to a change in CLIENT's premises if CLIENT fails to notify COMPANY of such change or fails to authorize any modifications of the system required in COMPANY's reasonable discretion to respond to such change. CLIENT acknowledges that COMPANY has no duty of knowing or the assistance of hidden pipes, wires or other obstructions within walls or other concealed spaces, and is a CLIENT's obligation to make COMPANY aware of such conditions, failing which COMPANY shall have no responsibility whatsoever for any damages that might be caused. Any removal and replacement of carpets required for installation of pressure wash shall be at the expense at CLIENT. CLIENT agrees to furnish any necessary electric current through CLIENT's meter and at CLIENT's own expense. If it mutually agreed that the work of removal and COMPANY'S 6 extensions and tests of the system shall be performed between the hours of 8:00 a.m. and 5:00 p.m.

B. As necessary in performing its obligations under the Service Program Agreement and Limited Warranty, it in which, such as, but not limited to, including damages caused by fire, burglary or work performed by unauthorized personnel, repairs to the equipment of the Limited Warranty or any Extended Service Program Agreement, or service calls resulting from CLIENT's improper operation of the System shall be at the expense of CLIENT. It is mutually agreed that the work of repairs rendered under the Limited Warranty or Extended Service Program Agreement shall be performed between the hours of 8:00 A Clock A.M. and 5:00 P Clock P.M.

C. It is understood that the Limited Warranty, and the Extended Service Program Agreement shall be performed between the hours of 8:00 A Clock A.M. and 5:00 P Clock P.M.

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S. It is understood that the Limited Warranty, and the Extended Service Program Agreement shall be performed between the hours of 8:00 A Clock A.M. and 5:00 P Clock P.M.

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U. It is understood that the Limited Warranty, and the Extended Service Program Agreement shall be performed between the hours of 8:00 A Clock A.M. and 5:00 P Clock P.M.

V. It is understood that the Limited Warranty, and the Extended Service Program Agreement shall be performed between the hours of 8:00 A Clock A.M. and 5:00 P Clock P.M.

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X. It is understood that the Limited Warranty, and the Extended Service Program Agreement shall be performed between the hours of 8:00 A Clock A.M. and 5:00 P Clock P.M.

Y. It is understood that the Limited Warranty, and the Extended Service Program Agreement shall be performed between the hours of 8:00 A Clock A.M. and 5:00 P Clock P.M.

Z. It is understood that the Limited Warranty, and the Extended Service Program Agreement shall be performed between the hours of 8:00 A Clock A.M. and 5:00 P Clock P.M.

As CLIENT or of others to which COMPANY'S said systems are attached CLIENT acknowledges that it operates equipment to maintain client access to such as furnished that CLIENT is solely responsible for proper maintenance of the equipment system and using personnel at least where necessary and that COMPANY has no responsibility for the proper operation or non-usage of its equipment.

12. **DAMAGE OR DESTRUCTION** This Agreement may be terminated without previous notice at the option of COMPANY if COMPANY's rental vehicle manufacturer limit or engagement with CLIENT's insurance are insufficient to fully reimburse for the rental vehicle damaged or destroyed. It is understood that, to continue service, and may increase be cancelled at the option of CLIENT. In the event that CLIENT's premises are so damaged or destroyed, any amount a rental vehicle shop or service in the suggested such client to the date of such termination and the refund to CLIENT.

19. ACTS OF GOD COMPANY assumes no liability for delays in installation of the equipment, or non-acceptance of service due to strikes, riots, floods, fires, acts of God or any cause beyond the control of COMPANY, including interruption of alarm transmission and will not be required to supply service to CLIENT until interruption of service due to any such cause shall terminate. CLIENT understands that alarm signals may be transmitted by telephone, cable radio or microwave, that all of these are outside the control of COMPANY, and COMPANY shall have no responsibility for any failure in transmission of alarm signals by any of these means.

17. LIMITED WARRANTY. COMPANY warrants that in the event that any part of the equipment installed shall become defective or shall no longer state due to normal wear within one (1) year from the date of original invoice for this installation, COMPANY will either replace or repair the equipment at no cost. COMPANY reserves the right to substitute material of equal quality at the time of replacement. IN NO EVENT SHALL COMPANY 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 WARRANTY. COMPANY SHALL NOT BE LIABLE FOR INJURED TO PERSONS OR PROPERTY, INCLUDING BUT NOT LIMITED TO ALL GENERAL, DIRECT, SPECIAL, EXEMPLARY PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES THIS WARRANTY IS NOT ASSIGNABLE.

B. This warranty does not cover any damage to material or equipment caused by accident, vandalism, flood, water, lightning, fire, intrusion, abuse, misuse or act of God, any casualty including electricity, attempted or unauthorized repair, security alarm, window loss, and becomes modification or improper installation by anyone other than COMBANT and any other cause beyond the control of COMPANY.

C. If CLIENT shall discover defect or damage in the equipment installed under this agreement, CLIENT shall immediately contact COMPANY in writing or by telephone, at the address and telephone number set forth and fully describe the nature of the defect so that repair services may be rendered.

D. Except as set forth in paragraph A, COMPANY makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose.

for any particular purpose. CLIENT acknowledges that any affirmation of the facts or promises made by COMPANY, whether oral or written, shall not be deemed to create an express warranty, that COMPANY does not make any representation or warranty that the System or service supplied may not be completely documented or that the System or service will in all cases provide the foregoing, mentioning or referring to the System or service, that CLIENT is not relying on COMPANY's status or judgment in selecting or furnishing a system suitable for the particular purpose. THE FOREGOING WARRANTIES WHICH EXTEND BEYOND A SYSTEM OR SERVICE ON THE FACE OF THIS AGREEMENT, as implied warranties including implied warranties of merchantability or fitness for a particular purpose, shall not exceed in duration the term of the limited warranty.

E. Extended Service Program Agreement - CLIENT may extend the warranty under this section for the initial term of the contract by paying an additional service charge as set forth on the cover page. The Extended Service Program Agreement covers the following:

- 1 All radar performed from 8:00 o'clock A.M. to 5:00 o'clock P.M. exclusive of Saturdays, Sundays, and holidays
- 2 Repair or replacement of defective or inappropriate equipment
- 3 All other items of section 17 remain in effect

F. THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. THE CLIENT ACKNOWLEDGES THAT NO OTHER REPRESENTATIONS WERE MADE TO IT OR RELIED UPON WITH RESPECT TO THE QUALITY AND FUNCTION OF THE GOODS.

10. LIQUIDATED DAMAGES A B is understood and agreed by the parties hereto that COMPANY is not liable for the allowance, if any, covering personal injury and property loss or damage on CLIENT's premises shall be obtained by CLIENT; that the (amount) provided for herein are liquidated damages on the value of the service as set forth herein and are unrelated to the value of CLIENT's property or the property of others located on CLIENT's premises.

CLIENT acknowledges that the physical and environmental conditions and the design, if any, which may promote or result from COMPANY'S negligence, or of a failure by COMPANY to perform any of its obligations, or a failure or malfunction in the system to properly operate, or because of, among other things, the uncertain annual 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 properly covered by COMPANY'S failure to perform any of its obligations, or the failure of the equipment to properly operate, and the nature of the services to be performed by COMPANY.

[illegible]

IN THE EVENT THAT THE CLIENT WISHES COMPANY TO ASSUME GREATER LIABILITY IN A SUITE, CLIENT MAY OBTAIN FROM COMPANY, AT A FURTHER LEVEL BY PAYING AN ADDITIONAL AMOUNT TO COMPANY, AND THE RISK SHALL BE ATTRIBUTED HEREIN SETTING FORTH THE TERMS, CONDITIONS, AND AMOUNTS OF THE ADDITIONAL ASSUMED LIABILITY AND THE ADDITIONAL ANNUAL CHARGE THEREON. BUT THIS ADDITIONAL CONCEPTION SHALL IN NO WAY BE INTERPRETED TO MAKE COMPANY AN INSURER.

13. **THIRD PARTY INDEMNIFICATION** When CLIENT is the primary owner of business and the property of others in its custody, or the Alarm system systems to protect the property of others, CLIENT agrees to and their indemnify, defend and hold harmless COMPANY its employees and agents for and against all claims brought by parties other than the parties to this Agreement. This provision shall apply to all claims regardless of cause including COMPANY'S performance or failure to perform and resulting detection of a security breach. Client agrees to reimburse COMPANY for all reasonable costs of defense and litigation, including reasonable attorneys' fees, in the event of a claim whether based on negligence or strict liability. COMPANY, its employees, agents or non-employees shall not be liable for any claim of third party for any claim of negligence, strict liability or contract liability on the part of COMPANY, its employees, agents or non-employees.

39. COMMENCEMENT OF ACTION. All claims, actions or proceedings, legal or equitable against COMPANY must be commenced in court within one (1) year after either the cause 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 any claim action or proceeding is barred, time being of the essence of this paragraph.

11. **WARRANTY AND REMEDY**
A. CLIENT acknowledges that the provisions of the Agreement and particularly those paragraphs relating to disclaimer of warranties, limitation of liability and third party indemnification, were to the benefit of and are applicable to any subcontractors engaged by COMPANY to provide monitoring, maintenance, installation or service of the System provided herein, and bind CLIENT to the subcontractors with the same force and effect as they bind you. A COMPANY CLIENT agrees to indemnify, defend and hold harmless COMPANY against claims by any organization engaged to monitor CLIENT'S System or to which an alarm signal may be transmitted.

T2: WAIVER OF SUBROGATION, in case of damage or destruction of CLIENT'S premises or property by any cause within the scope of CLIENT'S insurance whether such damage was caused by negligence of COMPANY, or any party for whom COMPANY may be responsible under the Agreement, CLIENT will not sue to COMPANY, or COMPANY'S agents, employees, or assigns for reimbursement to its insurer or to its third party adjuster when the CLIENT may have a claim therefor. The paragraph shall be effective only during such time as CLIENT'S insurance policies shall permit an exclusive waiver of subrogation without additional premium thereon.

[illegible]

CAO RISK



Exhibit "B" MONTEREY • OAKLAND • SANTA MARIA

Name: City of Monterey Warehouse
Contact: _____
Address: 1 John St "B"
City: San Jose State: CA Zip: 95131
Phone: H- _____ W- _____ C- _____

Contract #: 124690
Sale #: _____
ACCT. #: _____
C.S. #: _____

PAGE: 1 OF 1

☒ KEY SIGNATURE

Scope of Work

Provide alarm system and cellular monitoring service at the warehouse site shown above.

The existing alarm control/keypad (installed by other unknown) will be replaced with equipment consistent with the product line used at other City facilities.

The existing peripheral equipment will be reconnected to the Sentry-provided control. All the existing equipment at the site will be covered under the warranty service provided by Sentry Alarm.

The term of this Agreement will match the 2-year lease on the building. Following the 2-year period, the Agreement will be month-to-month for as long as the system is required by the Customer.

Sentry Alarm Will Provide and Install the Following

FA130CPS alarm control/communicator

- Battery and transformer

GSMV-4G cellular transmitter

- Battery and transformer (wiring to the former telephone jack can be re-used as the transformer wiring)

FA270KP keypad on/off control

Connect the following existing devices:

- Interior siren; front door contact; Office window contact; warehouse motion sensor
- Note - there is no door contact on the overhead, roll-up door. The motion sensor covers the area immediately inside the overhead door

Expense Detail

System Installation: \$495.00 + tax

System, service and

Cellular monitoring: \$59.00 per month (2-year term reverting to month-to-month after the initial term)

CUSTOMER HAS BEEN ADVISED OF CELLULAR BACK-UP OPTION AND HAS ELECTED TO ACCEPT DECLINE DECLINE
Choose one and initial please

ANY ADDITIONAL ITEMS REQUESTED/REQUIRED WHICH ARE NOT SPECIFICALLY LISTED ABOVE WILL BE CHARGED TO THE CLIENT ON A TIME AND MATERIAL BASIS.

initial RJ31X TELEPHONE INTERFACE JACK(S) TO BE INSTALLED BY TELEPHONE COMPANY
AT THE ALARM CONTROL LOCATION(S) AT CUSTOMER'S EXPENSE. initial

BALANCE DUE \$ 537.69
Upon completion of installation.

COMPANY
BY: [Signature]
Sales Representative
DATE: 8/27/15
APPROVED: _____
DATE: _____

CLIENT
BY: [Signature]
DATE: 8/5/16

Client acknowledges a copy of this Schedule of Detection.

PLEASE SIGN AND RETURN WHITE COPIES WITH
DEPOSIT CHECK FOR \$ 0

THANK YOU!

ACC 3466 / C-10 619293

