

HARD TARGET SYSTEMS, INC.

PROPOSAL/CONTRACT AGREEMENT

APPENDIX D TO DIR CONTRACT NO. DIR-SDD-2220

6425 S. IH-35, STE. 150 PMB 130 • Austin, Texas 78744 • 512-280-1369 • State License #8-08639 • ACR 2241 • Texas Dept. of Public Safety • Austin
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Customer Name:

Job Name:

Bill Address:

Job Address:

City, State, Zip:

City, State, Zip:

Attn:

Attn:

Phone:

Phone:

Job Descript: **D** Trim **D** Retro **D** Remod **D** Other _____
 D Res **D** CoIIIIII

SECTION A. EQUIPMENT TO BE INSTALLED/LOCATION

CONTROL PANEL

WITH BATTER,

Model KEYPADS **D** SFD **D** TOUCH SIRENS **D** Overhead
~~**D** ALL~~ ~~**D** Partial~~

DOORS PROTECTED

WINDOWS PROTECTED **D** Single Hung **D** Double Hung

D Partial

D Dual-Tech

D ALL

MOTION DETETORS

D PIR

GLASS BREAKAGE DETECTORS

S

M

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K

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D

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C
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SEC B SYSTEM PURCHASE

**SEC C SYSTEM LEASE
UNIT**

SEC D CELL

Mtrls & labor	\$ _____	Installation	\$ _____	Installation	\$ _____	
Tax		Tax		Tax		
Total B	\$ _____	Total C	\$ _____	Total D	\$ _____	
Monitoring Service		Monthly Pymt	\$ _____	+tax Monthly	\$ _____	+tax _____
or Annual	\$ _____	or Annual	\$ _____			
D See Monitoring Agrmt.	+tax	Monitoring Agrmt.	+tax			

TOTAL INSTALLATION

HARD TARGET SYSTEMS PROPOSES hereby to furnish material and labor — complete in accordance with above specifications.

SEC B OR SEC D \$ _____

Proposal Date _____

TOTAL DUE UPON COMPLETION \$ _____

Authorized Signature _____

Offer valid for _____ days only.

D Ck DCC D Approved

PURCHASE AND SERVICE AGREEMENT

Customer acknowledges that Customer has chosen the system and/or services set forth herein above and that additional protection is available at additional cost to Customer. Customer may cancel this contract at any time within three business days of the acceptance date shown below. Customer acknowledges and agrees by signing this Contract that Customer has read and consents and agrees to the terms and provisions of DIR Contract No. DIR-SDD-2220 and the front and reverse side hereof and all Schedules attached hereto as the agreements between the parties.

Accepted for
HARD TARGET SYSTEMS, INC.

Customer Signature _____ Date _____

Customer Name, typed or printed _____ Dat _____

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CONTRACT TERMS AND CONDITIONS

The following general terms and conditions shall apply to any System purchased or leased by Customer as described on the front hereof. Additional provisions stated herein may also be applicable.

SECTION I. GENERAL TERMS AND CONDITIONS

- 1.1. Selection of Equipment. Unless otherwise specified under Section A on the front hereof, Hard Target Systems, Inc., hereinafter called HTS, shall determine the manufacturer and model number of all component parts used to make up a System.
- 1.2. Authorization to Install. Customer warrants that Customer has full authority from the owner and/or any other person in control of the premises to permit the installation of the System under all conditions set forth herein. HTS is hereby authorized to install the System and to make any preparation such as drilling holes, driving nails, make attachments or doing other things necessary or pertinent to the installation of the System.
- 1.3. Acceptance Installation. Any error or omission in the installation of the System must be called to the attention of HTS in writing within thirty (30) days after completion of installation. Upon expiration of said thirty (30) days, the installation shall be deemed totally satisfactory to and accepted by Customer.
- 1.4. No Service or Monitoring Provided. HTS shall not be obligated to provide non-warranty service, monitoring or patrol of any type in connection with the System installed for Customer, unless Customer has subscribed for such services by separate agreement.
- 1.5. Changes in System; Customer's Duties. Customer shall be responsible for and shall pay to HTS the cost of any additions or changes to the System that may be requested or required after the signing of this Contract by the Customer or by any governmental or regulatory authority or any insurance agency or institution. All such additions, corrections or changes shall be in writing. Customer has approved the location of the control panel, keypads, audible devices, junction boxes, transformers and all protective devices. Any changes of location requested by Customer or necessitated by undisclosed obstacles or obstructions will be at an additional expense to Customer. Customer agrees to provide, install and maintain all required conduit, wiring, circuit breakers of other hardware associated with supplying AC line voltage necessary for the installation, maintenance and operation of the System.
- 1.6. Additional Equipment. Customer agrees that Customer may purchase additional equipment from HTS at agreed prices by written purchase order or contract and that any such additional equipment shall, except for the price, be governed exclusively by DIR Contract No. DIR-SDD-2220 and this Contract.
- 1.7. Audible Devices. If Customer's System includes an audible alarm, said audible alarm has an automatic shut off device and if the alarm sounds for any reason. It is designed to automatically shut off after sounding for a period of time not to exceed 5 minutes. Customer acknowledges that unless an attempted entry is apparent or unless HTS is notified that the System was activated, HTS may have no way of knowing that the System was activated and automatically shut off, that the System may not reset after the audible device has been activated and automatically shut off and therefore must be manually reset or restored by Customer.
- 1.8. ALARM PERMIT CUSTOMER SHALL BE RESPONSIBLE FOR MAKING APPLICATION FOR AND PAYMENT OF ANY FEES FOR A PERMIT REQUIRED BY ANY POLICE AGENCY HAVING JURISDICTION AT THE LOCATION OF CUSTOMER'S PREMISES.
- 1.9. Title: Risk of Loss. Customer acknowledges and agrees that title to the System and all of the component parts therein shall remain with HTS until Customer shall have paid for the System in full. The risk of loss for the System shall pass to Customer at the time of full payment. Repairs or reinstallation made necessary due to damage to the System from any cause by persons or entities other than HTS shall be at Customer's sole expense.
- 1.10. Limited Warranty. HTS hereby warrants that in the event that any part in the System shall become defective or in the event that any repairs shall be required. HTS agrees to make all repairs and replacements of parts without cost to the Customer for a period of one year from the date the installation of the System is completed. In the event of a leased System, the limited warranty shall be extended to cover the primary lease period as stated on the front hereof. This Limited Warranty shall not apply to wiring devices previously installed at the premises prior to installation of the System described in Section A of this Contract.
- 1.11. No Other Warranties. EXCEPT AS SET FORTH ABOVE IN THIS SECTION, HTS MAKES NO OTHER EXPRESS WARRANTIES. HTS DOES NOT REPRESENT NOR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLD-UP, FIRE OR OTHERWISE OR THAT THE SYSTEM WILL IN ALL CASES PROVIDED THE PROTECTION FOR WHICH IS INSTALLED. THIS WARRANTY DOES NOT COVER ANY DAMAGE TO MATERIAL OR EQUIPMENT CAUSED BY ACCIDENT, MISUSE, NEGLIGENCE BY CUSTOMER. CUSTOMER'S FAILURE TO CLOSE A PROTECTED ACCESS OR TO REPAIR ANY DAMAGE TO WINDOWS OR DOORS, FIRE, THEFT, VANDALISM, WATER DAMAGE, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION, OR IMPROPER INSTALLATION BY ANYONE OTHER THAN HTS. HTS SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES, ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE TERM OF THE EXPRESS WARRANTY.
- 1.12. HTS not an Insurer, Limitation of Liability. It is understood and agreed that HTS is not an insurer, that insurance, if any, shall be obtained by Customer that the payments, provided for herein are based solely on the value of the System and Services as purchased and subscribed for herein, that HTS makes no warranty or warranty, including any limited warranty of merchantability or fitness that the System or Services supplied will avert or prevent occurrences or the consequences therefrom which the System or Service is designed to detect or avert. Limitation of liability will be handled in accordance with Appendix A, Section 9K of DIR-SDD-2220.
- 1.13. Delays or Interruptions. Force Majeure will be handled in accordance with Appendix A, Section 10C of DIR-SDD-2220.
- 1.14. Default. Any dispute arising shall be handled in accordance with Appendix A, Section 10A of DIR-SDD-2220. Any terminations will be handled in accordance with Appendix A, Section 10 B of DIR-SDD-2220.

SECTION II, PURCHASED SYSTEMS, see Sections A and B on front hereof.

- 2.1. Customer's Purchase Order. It is understood and agreed by and between the parties hereto that if there is any conflict between DIR Contract No. DIR-SDD-2220, the Contract and Customer's Purchase Order, DIR Contract No. DIR-SDD-2220 shall govern.
- 2.2. Any Assignment will be handled in accordance with Appendix A, Section 4D of DIR-SDD-2220.
- 2.3. Service of Equipment. HTS shall maintain service of the equipment (excluding batteries) during the one year warranty period as described under Paragraph 1.9 above. All necessary replacement parts shall be provided without charge during such period. All labor necessary to replace parts to repair the unit shall be without charge during such period. Free parts and labor shall not cover any damages or repairs caused by accident, Customer's misuse, negligence, or an act of God.

SECTION III, MISCELLANEOUS PROVISIONS

- 4.1. Payments will be handled in accordance with Appendix A, Section 7 of DIR-SDD-2220.
- 4.2. Notices will be handled in accordance with Appendix A, Section 11 of DIR-SDD-2220.
- 4.3. Private Company. HTS is a private company and HTS's representative is in no way connected with any life or police department or other civic or governmental authority.
- 4.4. Invalid Provisions. In the event any of the terms of provisions of DIR-SDD-2220 or this Contract shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.
- 4.5. Entire Agreement: Modifications: Waiver. DIR-SDD-2220 and this writing are intended by the parties as the final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Contract supersedes all prior representations, understandings or agreements of the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. This Contract can be modified only by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any term or condition of this Contract shall be construed to be a waiver of any succeeding breach.