

## Commercial Full Service Agreement

Knight Security Systems, LLC / P.O. Box 59321, Dallas, Texas, 75229-1321 214-350-1632 / FAX 214-350-8666 / E-Mail: [Office@KnightSecurity.com](mailto:Office@KnightSecurity.com) [www.KnightSecurity.com](http://www.KnightSecurity.com)

Date	Knight Representative	Agreement#
	Bob Minchew	
Premises Company		Mailing Address (If different from Premises)
Company:		
Name:		Name:
Address:		Address:
Suite:		
City:		City:
State: Texas	Zip Code:	State: Zip Code:
Area Code/Telephone:		Area Code/Telephone:

This Commercial Service Agreement is made - \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_, by and between Knight Security Systems, LLC, a Texas Company hereinafter referred to as "Knight" and - \_\_\_\_\_, hereinafter referred to as "Purchaser".

1. Knight does hereby agree to supply and install the devices hereinafter referred to as the "System", as listed on the attached schedule of devices, in accordance with the provisions, terms and conditions of DIR Contract No. DIR-SDD-2224 and hereinafter set forth. This is a service agreement only. The entire System shall remain the sole and exclusive property of Knight Security Systems.
2. Purchaser hereby agrees to pay Knight the following sums :

**A.** A total installation amount of (Total Installation Amount: \_\_\_\_\_ is due and payable in accordance to Appendix A, Section 7C of DIR Contract No. DIR-SDD-2224.

**B.** A monthly service fee of (Monthly Service : \_ \_\_\_\_\_ This monthly fee is payable quarterly in advance for a period of (\_\_\_\_) year(s) from the date System installation is complete or System monitoring has been established, whichever the later. After the initial period, three (3) one (1) year renewal options may be exercised by Knight's issuance of thirty (30) days advanced written notice and Customer's concurrence prior to the then-effective expiration date (each a "Renewal Term").

. **Optional:** In addition to paragraph 5 below, service shall include: Knight Security Systems *SecurePlan*.

**3. Purchaser does hereby acknowledge that Purchaser has read and understands all of the provisions, terms and conditions of DIR Contract No. DIR-SDD-2224 and this agreement (front and back) and acknowledges that all provisions, terms and conditions are acceptable to Purchaser.**

**4. Purchaser hereby acknowledges receipt of a complete copy of this agreement.**

Knight  
 Agent: Bob Minchew  
 Knight  
 Officer: Phil Lake

Printed Name \_\_\_\_\_ Title \_\_\_\_\_  
 Purchaser \_\_\_\_\_ Date \_\_\_\_\_

This agreement shall not be binding upon Knight unless approved by signature above by an officer of Knight. In the event of failure of approval, the sole liability of Knight shall be to refund to Purchaser the amount that has been paid to Knight upon the signing of this agreement.

**The provisions, terms and conditions contained on all pages of this agreement are incorporated herein and by reference made a part hereof.**

**5. Repair Service.**

**A. What Is Covered.** During the term of this agreement, Knight will repair or replace any defective part of the System without any additional charge to Purchaser. Knight may use new or used parts of the same quality at the time of replacement.

**B. How To Get Service.** Call Knight at the telephone number at the top of this agreement or email us at [service@knightsecurity.com](mailto:service@knightsecurity.com) and tell us what is wrong with the System. Knight will provide service as soon as possible during Knight's normal business hours which are 8:00AM to 5:00PM Monday through Friday, excluding holidays Knight observes. A responsible adult must be at the premises at the time Knight visits. Emergency repair service is available at other times for an additional charge.

**C. What Is Not Included.** Repair service does not cover repairs that are needed because of an accident, acts of God, misuse or abuse of the System, Purchaser's failure to properly use the System, or if someone other than Knight attempts to repair or change the System, or any other reasons, except ordinary wear and tear, a defect in the equipment or Knight's installation. Non-covered repairs will be charged to Purchaser at Knight's standard rates for labor and materials as provided in Appendix C, Pricing Index of DIR Contract No. DIR-SDD-2224 and Purchaser agrees to pay the same.

**6. Regulatory Agencies.** Knight operates under the regulatory authority of the following State of Texas agencies: Department of Public Safety, Texas Private Security Board, P.O. Box 4087, Austin, Texas 78773-0001, 512/463-5545, License # B-3566; Texas Department of Insurance, Office of the State Fire Marshal; P.O.Box 149221, Austin, Texas 78714-9221, 512/463-6169, License # ACR-84110-647.

**7. Document Conflict.** It is understood and agreed by and between the parties hereto, that if there is any conflict in DIR Contract No. DIR-SDD-2224, this agreement and/or any other document, DIR Contract No. DIR-SDD-222 will govern.

**8. Taxes, Fees, Permits, Fines.** In addition to the charges set forth herein, Purchaser agrees to pay any and all false alarm assessments, fees or other charges relating to the System installation, System use or services provided under this agreement which are authorized or imposed by any governmental body or other organization to whose facilities the System is connected. In addition Purchaser agrees to have the System licensed, permitted, registered or the like when required by any governmental agency and to pay any and all required fees for same. Taxes will be handled in accordance with Section 4F of DIR Contract No. DIR-SDD-2224.

**9. Knight Not An Insurer And Limitation Of Liability.** Purchaser acknowledges that Knight has not represented or warranted that the System may not be compromised or circumvented, that the System will prevent any loss by burglary, theft, robbery, fire or otherwise or that the System will in all cases provide the detection for which it is installed or intended. Purchaser does further acknowledge that Purchaser assumes all risk for loss or damage to Purchaser's premises, property or contents and that Knight has made no representations or warranties, nor has the Purchaser relied on any representation or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular use, except as set forth herein. Purchaser acknowledges that Knight is not an insurer and that insurance if any shall be obtained by the Purchaser and that the payments stipulated hereinbefore are based solely upon the value of the System and services herein described and are unrelated to the value of Purchaser's premises, property or contents. It is not the intention of the parties of this agreement that Knight assume responsibility for any loss occasioned by malfeasance or misfeasance in the performance of the System or services under this agreement or for any loss or damage sustained through burglary, theft, robbery, fire or other cause by virtue of this agreement or because of the relation herein established. Purchaser further agrees to not subrogate with any person or insurer against Knight. From the nature of the System to be installed and/or the services to be performed, it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the failure of the System, installation, monitoring or other services or on the part of Knight to perform any of its obligations hereunder. Limitation of liability will be handled in accordance to Appendix A, Section 9K of DIR Contract No. DIR-SDD-2224.

**10. Indemnification.** Indemnification will be handled in accordance with Appendix A, Section 9A of DIR Contract No. DIR-SDD-2224.

**11. Errors/Omissions In Installation.** Errors or omissions in the installation of System, including but not limited to failure to install or wire detection devices, shall be called to the attention of Knight by Purchaser in writing within thirty (30) days of final billing of installation charges as stipulated in paragraph 2.A of this agreement or within thirty (30) days of the first (1st) monthly fee billing as stipulated in paragraph 2.B of this agreement, whichever the later. Upon the expiration of the said thirty (30) day period, the installation and the System provided shall be deemed complete and acceptable to Purchaser.

**12. Increase Of Monitoring/Service Fees.** Notwithstanding the terms and conditions set forth herein, after the expiration of one (1) year from the date System monitoring became operative or System service began, Knight may, increase the monthly System monitoring fee and/or service fee in accordance to Appendix C, Pricing Index of DIR Contract No. DIR-SDD-2224. Any termination will be handled in accordance with Appendix A, Section 10B of DIR Contract No. DIR-SDD-2224.

**13. System Use And Testing.** To obtain proper results from the operation of the System, Purchaser agrees to perform weekly tests and inspections of the entire System and to notify Knight as soon as practical to have System repaired if a failure is detected with the System. Purchaser will instruct all other persons who may use the System on its proper use. If the System includes interior detection (e.g., motion detectors, glass break detectors, smoke detectors, heat detectors or other such detectors), Purchaser agrees to turn off, control or remove all things such as air conditioning systems, insect fogging products and pets that might interfere with such devices.

**14. False Alarm & Warranty Service Calls.** In the event Purchaser or any user of the System shall cause an excessive number of false alarms or service calls through carelessness, the malicious or accidental use of the System or in the event Purchaser shall in any manner misuse or abuse the System, it shall constitute a material breach of contract on the part of Purchaser and any termination will be handled in accordance with Appendix A, Section 10B of DIR Contract No. DIR-SDD-2224. In the event a fine, penalty, fee or the like is assessed against Knight by any governmental or municipality agency as a result of any false alarm or misuse of Purchaser's System, Purchaser agrees to forthwith reimburse Knight upon Knight giving notice to Purchaser.

**15. Telephone Line.** Purchaser understands that all System monitoring signals are transmitted over regular telephone lines, which are wholly beyond the control and jurisdiction of Knight. Purchaser will pay for all telephone company charges. Knight requires the use of a RJ31X or equivalent telephone jack to give the System priority over telephones on Purchaser's premises; however, when the System is activated, other calls (such as calls to the 911 emergency operator) cannot be made, and therefore, Purchaser may wish to have the System connected to a second telephone line. If Purchaser's telephone service is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and Knight will not know of the telephone service problem or outage. Purchaser acknowledges that Knight has advised Purchaser of the availability of wireless radio transmission of System monitoring signals in the event of telephone service interruption.

**16. Additional Detection Equipment.** Purchaser acknowledges that additional fire, intrusion, robbery or supervisory detection devices are available at additional cost.

**17. Installation Or Service Of System.** Purchaser authorizes Knight to install and/or service or cause to be installed and/or serviced, the devices specified in the schedule of devices including instruments, appliances and all necessary connections, wires, conduits and other materials associated herewith. Knight may, at its sole discretion, subcontract all or part of the installation or service of the System. Purchaser will make premises available during Knight's normal working hours of 8:00 A.M. through 5:00 P.M., Monday through Friday exclusive of Knight's scheduled holidays unless an alternative time has been arranged and agreed to by both Knight and Purchaser. Purchaser has the affirmative duty to inform Knight, prior to beginning of installation, of every location at the premises where Knight should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. If asbestos or other health hazardous material is encountered during installation, Knight will cease work until Purchaser has, at Purchaser's sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to Knight's personnel. In no case shall Knight be liable for discovery or exposure of hidden asbestos or other hazardous material, and Purchaser shall indemnify and hold Knight and its employees harmless from any claims brought against Knight and/or its employees by third parties for damages, personal injury, death, emotional injury, whether actual or prospective allegedly caused by the presence, spread, ingestion or inhalation of any substance/vapor on or originating from Purchaser's premises. Purchaser understands that the installation will necessitate drilling into various parts of the premises. Knight generally intends to conceal wiring in the finished areas of the premises; however, in areas which, due to construction, decoration, or furnishing of the premises, Knight determines, in its sole discretion, that it would be impractical to conceal the wiring, in such cases wire will be exposed. To facilitate the installation and operation of the System, Purchaser will repair any broken or loose doors, windows or other parts of the premises as Knight may reasonably request. Purchaser agrees to provide 110 volt AC electrical outlets (dedicated circuits when required) at the designated locations for devices requiring such power.

**18. Delay/Interruption Of Installation, Monitoring Or Service.** -Force Majeure will be handled in accordance to Appendix A, Section 10C of DIR Contract No. DIR-SDD-2224.

**19. Default Or Termination.** Terminations will be handled in accordance with Appendix A, Section 10B of DIR Contract No. DIR-SDD-2224. Payments will be handled in accordance to Appendix A, Section 7C of DIR Contract No. DIR-SDD-2224.

**20. Title And Removal Of System.** Purchaser acknowledges and agrees that this agreement is a service agreement only and that THE ENTIRE SYSTEM SHALL AT ALL TIMES REMAIN THE SOLE PROPERTY OF KNIGHT. Purchaser will not damage, encumber or dispose of the System or permit the System to be damaged, encumbered, taken from the premises, tampered with or repaired by anyone but authorized agents of Knight. In the event of loss or damage to the System or any part thereof, Purchaser agrees to pay Knight the reasonable value thereof or cost of repair as the case may be. At the expiration of this agreement or in the event of any default in performance by Purchaser, Knight is authorized to enter upon the premises of Purchaser and to remove all or any portion of the System. Knight may elect to abandon all or any portion of the System. Removal of the System shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof. Purchaser shall in such event return the System to Knight in good condition, reasonable wear and tear expected. Purchaser agrees that installation of the System does not create a fixture to Purchaser's premises. In the event Purchaser is not the owner of the premises, Purchaser hereby warrants that Purchaser has secured the written consent of the owner for the installation and removal of the System. Knight shall not be responsible for any repair or liable for any damage to Purchaser's premises caused by or necessitated by the removal of Knight's System.

**21. Pre-Existing Equipment And Devices.** Knight assumes no liability and gives no warranty, limited or otherwise, for equipment, devices, wiring, services or the like not installed or provided by Knight pursuant to this agreement.

**22. Authorized Users And Emergency Contact List.** Purchaser agrees to furnish to Knight forthwith a written list of names, necessary telephone numbers and verbal pass codes of all System users and emergency contact persons authorized to enter the Purchaser's premises. In addition Purchaser shall notify Knight in writing of all changes, revisions and modifications of the above stated users and emergency contact persons or changes to the Purchaser's premises address, telephone, or the like.

**23. Monitoring Service.** Monitoring will be provided by Knight or an independent monitoring facility selected by Knight. If Purchaser has subscribed to monitoring service under Section 2.B of this agreement, Knight, upon receipt of a signal from the System shall, without warranty and when permissible by law, make a reasonable effort to do the following: (a) Upon receipt of an intrusion alarm signal, call the Purchaser's premises to verify an authorized user. If unable to verify an authorized user at the Purchaser's premises, notify the Public Police Department of the respective jurisdiction of the Purchaser's premises and notify the emergency contact person by calling the emergency contact person's telephone number. (b) Upon receipt of a holdup, duress or panic alarm signal, notify the Public Police Department of the respective jurisdiction of the Purchaser's premises and notify the emergency contact person by calling the emergency contact person's telephone number. (c) Upon receipt of a fire alarm signal, notify the Public Fire Department of the respective jurisdiction of the Purchaser's premises, notify the Purchaser's premises and if unable to notify Purchaser, notify the emergency contact person by calling the emergency contact person's telephone number. (d) Upon receipt of a System supervisory, trouble or failed System test signal or the like, call the Purchaser's premises during Knight's normal business hours to notify Purchaser and if unable to notify Purchaser, notify the emergency contact person by calling the emergency contact person's telephone number. The above listed procedures may be altered by Purchaser, when allowed by law, only upon Purchaser's written request of Knight.

**24. Late/Interest Fees & Attorney's Fees.** Payments will be handled in accordance with Appendix A, Section 7C of DIR Contract No. DIR-SDD-2224. Any dispute will be handled in accordance with Appendix A, Section 10A of DIR Contract No. DIR-SDD-2224.

**25. Assignees And Subcontractors.** Assignments will be handled in accordance with Appendix A, Section 4D of DIR Contract No. DIR-SDD-2224.

**END OF DOCUMENT**