

**LOS RIOS COMMUNITY COLLEGE DISTRICT PURCHASE ORDER NO 0001093817**

**PURCHASING: (916) 568-3071 • FAX: (916) 568-3145**  
**ACCOUNTING OPS: (916) 568-3065 • FAX: (916) 286-3636**

<b>Date</b> 07/24/2017	<b>Revision</b>	<b>Page</b> 1
<b>Payment Terms</b> NET 30	<b>Freight Terms</b> Shipping Point	<b>Ship Via</b> Best Metho
<b>Reference:</b> 1009655 ANDREWSA SHEWMAKERN	<b>Location / Dept</b> 04ADMN EDC	

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

**Supplier:** 0000019832  
 SIGNAL SERVICE  
 P O BOX 597  
 ANGELS CAMP CA 95222

**Phone:** (800) 983-5300  
**Fax:** (209) 736-9301

**email:**

**Ship To:** EL DORADO CENTER  
 RECEIVING  
 6699 CAMPUS DRIVE  
 PLACERVILLE CA 95667  
 United States

**Bill To:** 1919 Spanos Court  
 Sacramento CA 95825-3981  
 United States

Tax Exempt? N

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	INSTALLATION OF NEW CONTROL PANEL DMPXT30 PC BOARD	1.00	JOB	423.00	423.00	08/04/2017
2- 1	MONITORING SERVICE - @ \$69.00 PER/MONTH FOR 12 MONTHS FROM 07/01/17 - 06/30/18	1.00	JOB	828.00	828.00	08/04/2017

EMAIL PO TO: laura@signalserviceinc.com

LEASE AGREEMENT VALID 05/24/2017 05/24/2022.

<b>Sub Total Amount</b>	1,251.00
<b>Sales Tax Amount</b>	0.00
<b>Total PO Amount</b>	1,251.00

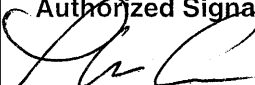
BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5500	11	FL.VI.ELDO	67100	00000	041A	828.00	2018
GENFD	5600	11	FL.VI.ELDO	67100	00000	041X	423.00	2018

0001009655HARMANJ14-JUL-2017

 **EMAILED**  
7-24

Verification of this purchase order can be made using the Los Rios Community College District web site listed below. If you have any questions, please contact the Purchasing Office at (916)568-3071.

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

**Authorized Signature**  
 7-24-17

Notice to vendor: You are responsible for delivering goods and delivery documents to the Receiving Department at the site. Failure to do so will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of goods by other parties and failure to obtain authorized signatures may also delay payment. NOTE: PAYMENT TERMS NET 30  
 MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

## LOS RIOS COMMUNITY COLLEGE DISTRICT

American River College • Cosumnes River College • Folsom Lake College • Sacramento City College

### PURCHASE ORDER TERMS AND CONDITIONS

1. **APPLICABLE LAW:** The contract resulting from this order shall be governed by the laws of the State of California
2. **COMPLETION OF ORDERS:** LRCCD reserves the right to withhold payment until order is completed.
3. **DISCOUNTS:** Please show cash payment discount offered on your invoice in connection with any discount offered, time will be computed from date of delivery of the supplies or equipment, or from date correct invoices are received in the office specified by LRCCD if the latter date is later than the date of delivery. Payment is deemed to be made for the purpose of earning discount, on the date payment is mailed or on behalf of LRCCD.
4. **INVOICES:** Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain Purchase order number, date, description of items, sizes and quantities, unit prices, extended totals, place and date of delivery. Invoices or vouchers not on printed bill heads shall be signed by the CONTRACTOR or person furnishing the supplies or services. Every invoice shall be properly itemized. If LRCCD has not received billing for product or services within a one year period LRCCD will not be held responsible for satisfying the debt.
5. **CHANGES:** No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the LRCCD Purchasing Office and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. If unit cost of any item exceeds the amount shown by 10% or \$250.00 whichever is less do not ship. Contact LRCCD Purchasing at the phone number provided.
6. **BILL OF LADING:** If Bill of Lading is applicable to this order, send originals to "Ship to" address and duplicate Bill of Lading with invoices to "Bill to" address. All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase order number. If factory shipment, advise factory to comply.
7. **TRANSPORTATION CHARGES:** Invoices for prepaid transportation charges must be supported by original receipted expense bills.
8. **FOB POINT AND FREIGHT CHARGES:** Unless otherwise specified on this order, all items shall be delivered FOB Destination. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose will be paid by LRCCD unless expressly included and itemized in the order. Unless otherwise shown, on "FOB Shipping Point" transactions, CONTRACTOR shall arrange for lowest cost transportation, prepay and add freight to invoice and furnish supporting freight bills if the amount exceeds \$50.00. On "FOB Shipping Point" transactions, should any shipments under this purchase order be received by LRCCD in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, CONTRACTOR on request of LRCCD shall at CONTRACTOR's own expense assist LRCCD in establishing carrier liability by supplying evidence that the equipment and/or materials was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions. Shipments that are California intrastate in nature and where freight is to be borne by LRCCD shall be tendered to carriers with written instructions that rate and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.
9. **PATENT INDEMNITY:** The CONTRACTOR shall hold LRCCD, its officers, agents and employees harmless from alleged liability of any nature or kind, including costs and attorney fees and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
10. **TAXES:** Certain articles sold to LRCCD are exempt from certain Federal excise taxes. LRCCD will reimburse the CONTRACTOR for, or pay directly, all California State and local sales and use taxes applicable to this purchase.
11. **EQUAL OPPORTUNITY EMPLOYER:** The acceptance of this purchase order by a supplier of goods and services is a certification that such supplier complies with all provisions of executive order 11246 and is an equal opportunity employer.
12. **GENERAL SAFETY ORDERS:** All materials, supplies and services sold to LRCCD shall conform to the general safety orders of the State of California. All materials, except as otherwise specified, must be new and of the best quality of their respective kinds.
13. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend and hold harmless LRCCD, its trustees, officers, agents, employees and volunteers, from any and all claims, demands, suits, causes of action, damages, penalties, breaches of this agreement, infringement of patent rights, costs, expenses, violations of employee occupational health and safety laws, attorney fees, losses or liability, property damage, personal injuries to or death of persons, arising out of, alleged to have arisen out of, or relating in any way to CONTRACTOR's work to be performed under this agreement, except if caused solely by the negligence of LRCCD.
14. **TERMINATION:** LRCCD may terminate this agreement and be relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination LRCCD may proceed with the work in any manner deemed proper by LRCCD. The cost to LRCCD shall be deducted from any sum due the CONTRACTOR under this agreement and the balance if any, shall be paid the CONTRACTOR upon demand.
15. **ASSIGNMENT:** Without the written consent of LRCCD, this agreement is not assignable by CONTRACTOR either in whole or in part.
16. **PUBLIC WORKS PROJECTS:** CONTRACTOR must comply with Public Contract Code.
17. **CA LABOR CODE:** Pursuant to Section 1700, and following, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Business Office of the Los Rios Community College District, 1919 Spanos Court, Sacramento, CA 95825. Those copies shall be made available to any interested party upon request. The CONTRACTOR shall forfeit, as penalty to the LRCCD, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any subcontractor under him, in violation of the provisions of such Labor Code.
18. **NOTICE:** Your employees may be exposed to hazardous substances during the course of their work while on LRCCD property. For additional information on the hazardous substances that your employees may be exposed to contact the LRCCD General Services Department at (916) 568-3048.
19. **INSURANCE:** CONTRACTOR shall, at all times, maintain in full force and effect the following insurance: Workers' Compensation, Commercial General Liability, Auto Liability, and Professional Liability if licensed professional. Policy limits for each shall be at least \$1,000,000 AND \$3,000,000 AGGREGATE for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. LRCCD shall be named as an additional insured on CONTRACTOR's policies. The CONTRACTOR shall provide a certificate of insurance and required endorsements to comply with this section at least 15 days prior to commencement of work under this contract. The certificate shall state that LRCCD will be given 30 days notice of any material change or cancellation in coverage.
20. **DISQUALIFIED EMPLOYEES:** CONTRACTOR shall ensure that persons who perform services on LRCCD property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code section 87008-87010. If LRCCD determines that any person employed by CONTRACTOR to work on LRCCD property is incompetent, unfaithful, intemperate, disorderly, abusive or is otherwise unsatisfactory, CONTRACTOR shall cause that employee to be removed from working on LRCCD property immediately, and that person shall not be employed again on LRCCD property.
21. **WORK AUTHORIZATION:** Prior to LRCCD's acceptance of this Agreement, CONTRACTORS who are not U.S. citizens must provide verification of (a) work authorization status from the appropriate U.S. Department of State; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. LRCCD shall not make any payments to CONTRACTOR unless CONTRACTOR holds the appropriate U.S. visa. CONTRACTOR is responsible for ensuring they are in possession of the appropriate visa.
22. **WARRANTY:** CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor shall conform to the requirements set forth or incorporated into this order and any applicable industry standards or requirements, shall be merchantable and free from defects in workmanship, materials and/or design (including latent defects), and shall perform as specified. CONTRACTOR further warrants that all materials, goods, equipment, services, and/or labor will be fit and sufficient for the particular purposes intended by LRCCD. Unless agreed upon otherwise between LRCCD and CONTRACTOR, the warranty period shall be the longer of: (a) any express warranty included in this service agreement; (b) one year after the materials, goods, equipment, services, and/or labor are accepted by LRCCD; or (c) any warranty period provided under any applicable California law.

# Requisition

**Supplier:** SIGNAL SERVICE 0000019832  
 P O BOX 597  
 ANGELS CAMP CA 95222  
 United States

**Phone:** (800) 983-5300 **Fax:** (209) 736-9301  
**email:**

**Ship To:** RECEIVING  
 6699 CAMPUS DR  
 PLACERVILLE CA 95667

<b>Business Unit:</b> GENFD		<b>OPEN</b>
Req ID:	Date	Page
0001009655	07/01/2017	1
Requisition Name:		
2018 (MA) SIGNAL SERVICE		
Requester		Bldg#
Adrienne Andrews		EDC
Requester Signature		
Buyer: Nicholas Shewmaker		
Approved:		
Entered By: ANDREWSA 01-JUN-2017		

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	INSTALLATION OF NEW CONTROL PANEL DMPXT30 PC BOARD	1	JOB	423.00	423.00	07/01/2017
2-1	MONITORING SERVICE - @ \$69.00 PER/MONTH FOR 12 MONTHS FROM 07/01/17 - 06/30/18	1	JOB	828.00	828.00	07/01/2017

**Total Requisition Amount:** 1,251.00

EMAIL PO TO: laura@signalserviceinc.com

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>
GENFD	5500	11	FL.VI.ELDO	67100	00000	041A	828.00
GENFD	5600	11	FL.VI.ELDO	67100	00000	041X	423.00

<b>Approval Signature</b>	<b>Approval Signature</b>	<b>Approval Signature</b>
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# Requisition

2018

EX  
BERR  
BY

Supplier: SIGNAL SERVICE  
P O BOX 597  
ANGELS CAMP CA 95222  
United States

0000019832

Phone: (800) 983-5300 Fax: (209) 736-9301  
email:

Ship To: RECEIVING  
6699 CAMPUS DR  
PLACERVILLE CA 95667

Business Unit: GENFD OPEN	
Req ID: 0001009655	Date: 07/01/2017
Requisition Name: 2018 SIGNAL SERVICE MA-2 OBSV	
Requester: Adrienne Andrews	Bldg#: EDC
Requester Signature	
Buyer: Nicholas Shewmaker	
Approved:	
Entered By: ANDREWSA 01-JUN-2017	


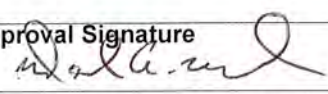
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18

Total Requisition Amount: 1,251.00

EMAIL PO TO: laura@signalserviceinc.com

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount
GENFD	5500	11	FL.VI.ELDO	67100	00000	041A	1,251.00

Approval Signature 	Approval Signature 	Approval Signature
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6/1/17

LOS RIOS COMMUNITY COLLEGE DISTRICT

LRCCD

MAY 26 2017

AGREEMENT/CONTRACT APPROVAL AND ROUTING SHEET

(Except for Grants & Categorical Contracts)

GENERAL SERVICES

ARC  CRC  SCC  FLC  DO  IT  FM  OTHER EDC

Agreement/Contract With: Signal Service

State the business terms of agreement: Installation and lease of alarm system for observatory

This agreement consists of the following documents: proposal, lease agreement

Funding Source: \_\_\_\_\_ Amount \$ \_\_\_\_\_

I have read and agree with the terms of this agreement:

By: N/A Adrienne Andrews Date: \_\_\_\_\_  
Area Manager/Supervisor (Print name)

**College VPA, DO-AVC, FM Director**  
I approve as to Substance

By: Joany Harman Joany Harman Date: 5/24/17  
(Print name)

**Risk Management**

By: [Signature] Date: 5/31/17

**General Services**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Associate Vice Chancellor, Finance

**General Counsel** (When necessary)

- Changes necessary as specified on the document or on the attached memorandum.
- Approved as to form.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
General Counsel

**Los Rios Community College District**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Vice Chancellor of Finance and Administration  Deputy Chancellor, Ed & Tech.



**LEASE AGREEMENT**

- New System
- Alteration - Addition
- New Owner
- Upgrade

**Security Systems**

Consumer Affairs Lic. #AC03797  
Contractors Lic. #634458

Account #: \_\_\_\_\_

This Agreement is made and entered into this 24<sup>TH</sup> day of May, 20 17 by and between Folsom Lake College Los Rios C.C. ("Subscriber"), and Signal Service ("Company"). Company agrees to install, maintain, and service an alarm detection and monitoring system, and all related equipment ("System"), in the below named Premises of Subscriber ("Premises"). Subscriber agrees to pay to Company installation charge and fees set forth below for the services of Company for the initial period of five years after completion. Subscriber hereby agrees that all equipment, devices, wiring and attachments thereto remain the sole property of Company, all or any part thereof removable at expiration of the agreement or upon default in any terms herein without prejudice to collection of any or all sums due under contract or extension thereof to enforce any or all of the terms and conditions of this contract.

SUBSCRIBERS NAME: Folsom Lake College OBSERVATORY (\_\_\_\_) Initials)

E-MAIL ADDRESS: \_\_\_\_\_  E-MAIL INVOICE

PREMISES ADDRESS: Folsom Lake College - Los Rios C.C. DISTRICT

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PRIMARY PHONE: 6699 Campus Dr CROSS STREET: Placerville Ca 95677

**Equipment Lease and Monitoring Payment:** Subscriber agrees to pay to Company installation charge \$ 423- of which \$ 0 is due upon signing this agreement. A balance of \$ 423- will be invoiced as work progresses and is due in full upon completion of the system. In addition, to pay Company a fee of \$ 69- per month for monitoring services during the Original Term of this Agreement. The monitoring fee is payable quarterly in advance on the first (1st) day of each period covered by the payment.

**TYPE SYSTEM**  BURGLARY  FIRE  PANIC/HU  ELEVATOR PHONE  ACCESS CONTROL  VIDEO  TEMPERATURE SUPERVISION

**SERVICE LEVEL**  STANDARD  EXTENDED WARRANTY

**INSPECTIONS**  QUARTERLY  SEMI-ANNUAL  ANNUAL  BIENNIAL  INSPECTION DECLINED

**MISCELLANEOUS**  MONITORING  DAILY TEST REPORT  OPEN/CLOSE REPORTS  LOG ONLY  ENTRE  UDM  REPORT STAR

**CELLULAR**  BASIC  PREMIUM  Remote Account Mgr

**MOBILE CONTROL**  SIGSERV.NET  CELL PHONE APP  BASIC TEXT  UNLIMITED TEXT  VIDEO APP

**COMMUNICATION**  POTS  NETWORK  CELLULAR  BACK-UP CELLULAR  RADIO

REMOVE EXISTING DMP XA 40 CONTROL PANEL P.C. BOARD

INSTALL DMP XT 30 P.C. BOARD AND CELL COMMUNICATION

REMOVE EXISTING ANTENNA

**PAYMENT OPTIONS:**

**Automatic Payment Authorization:** Subscriber authorizes its bank to make payment to Company by Electronic Funds Transfer (EFT). Subscriber acknowledges it is in full control of all payments, and Subscriber authorizes Company to effect payment for any amounts due Company for monitoring services. Subscriber may terminate this authorization at any time.

**SUBSCRIBER INITIAL HERE:** \_\_\_\_\_  MONTHLY SERVICE CHARGES:  INSTALLATION CHARGES:

BANK NAME: \_\_\_\_\_

CHECKING ACCOUNT #: \_\_\_\_\_ ABA CHECK ROUTING #: \_\_\_\_\_

VISA / MC #: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_

Commencement of the installation will begin on or about 5/24, 20 17 (Initials \_\_\_\_\_) and will be complete on or about 7/24, 20 17 (Initials \_\_\_\_\_). For purposes of this Agreement, "Substantial Commencement" shall occur upon the affixing to Subscriber's Premises of any of the equipment identified in this Agreement. Failure to Substantially Commence installation of the System within 20 days of the date specified herein, without legal excuse or justification, is a violation of the Alarm Company Act. Company will instruct Subscriber in the proper use of the System following installation.

**ACCEPTED AND COPY RECEIVED BY:**

Subscriber Name (Please Print): \_\_\_\_\_

Subscriber acknowledges that it has read and agrees to be bound by the terms of this Agreement, including the Limitation of Liability, the Express Limited Warranty and Disclaimer.

You, the Subscriber, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation for an explanation of this right.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**ACCEPTED BY COMPANY:**

This Agreement shall not be binding upon Company until the terms have been approved in writing by an authorized representative of Company or Company begins monitoring service.

gwo [NAME]

**1. MONITORING SERVICE** Company shall connect the System to its monitoring facility, or to another monitoring facility chosen by Company (the "Central Station"). Central Station shall have no obligation in connection with the installation, condition, operation (including any equipment failure which prevents signals from reaching Central Station), maintenance or repair of the System. Upon receipt of a signal, indicating that an alarm condition or "medical alert" exists, Company and Central Station shall make reasonable effort to notify the police, fire or other appropriate personnel in their respective absolute discretion, and such other persons Subscriber has designated (in writing to Central Station signed by Subscriber) to receive notification of such alarm condition. All notifications by Central Station shall be limited exclusively to making telephone communications. Central Station or Company may elect to verify the nature of the emergency by telephone prior to dispatching personnel, and may elect not to dispatch police, fire departments or emergency personnel if it believes the signal results from a false alarm. Central Station or Company shall have properly satisfied its monitoring obligations, and have no liability whatsoever, if it takes steps to verify the signal in accordance with all governmental requirements.

**2. CREDIT PROFILE** Subscriber authorizes Company, and its agents, lenders and assigns, to obtain a credit profile of Subscriber; to receive information concerning Subscriber's credit history; and to use and rely upon such information in determining Subscriber's creditworthiness. Subscriber further authorizes any licensed credit reporting agency to release such information to Company and its lender. Upon request, Subscriber shall be entitled to the name and address of any agency which provides Company a credit profile of Subscriber.

**3. ORIGINAL TERM; RENEWAL** the Original Term of this Agreement shall commence on the execution hereof. **Subscriber shall have no right to terminate this Agreement prior to expiration of the Original Term.** On the fifth anniversary date of this Agreement and on each anniversary date thereafter, this Agreement shall automatically be renewed for a period of one year unless either party notifies the other in writing not less than fifteen (15) days prior to the expiration of the Original Term, or any renewal, of its intention to terminate this Agreement. Renewals shall be at the rate established by Company on the renewal date. User hereby agrees that Company shall have the right to increase the monthly charge provided for herein at any time or times after expiration of one year of the initial period upon giving the User notice in writing. If the user is unwilling to pay such increase when it is effective, User may then cancel the unexpired term of this agreement by notifying Company in writing within 10 days. This agreement shall automatically, without action by either party, extend and renew itself under the same terms and conditions for successive periods of one year each, after the initial period unless either party gives the other at least thirty days written notice, prior to expiration date, of its intentions to terminate this agreement upon its original or any renewed expiration date.

**4. LIMITATIONS ON ACTIONS; WAIVER OF JURY TRIAL** No suit or action that relates in any way to this Agreement, or any monitoring service rendered or that should have been rendered, whether based upon contract, negligence or otherwise, shall be brought more than one (1) year after the accrual of the cause of action. Subscriber, Company and Central Station waive any right to a jury trial in any matter related to this Agreement, or any monitoring service rendered or that should have been rendered.

**5. SUBSCRIBER OBLIGATIONS** Subscriber agrees that the System will be fully and properly maintained, tested at least once every thirty (30) days to ensure that it is properly communicating to the Central Station, and notify Company whenever the System is not operating properly. Subscriber warrants to Central Station and Company that all information provided by Subscriber will at all times be current, complete and accurate. Central Station or Company shall have access to the control panel and the information contained in the panel shall remain the property of Central Station or Company. In the event monitoring is terminated for any reason, Central Station and Company can disregard signals from the System, and take all steps to prevent such signals from being transmitted.

**6. TAXES, FEES, FINES AND LICENSES** All charges set forth herein are based on existing federal, state and local taxes. Company may at any time to increase the monthly monitoring fee by the amount of any additional or increased taxes, fees, fines, licenses or charges which may be imposed on Company by any utility or government agency relating to the services provided herein. Subscriber shall obtain, at its sole expense, all necessary permits and licenses that may be required for the use and operation of the System. Subscriber shall be responsible for any and all fines, charges or fees imposed by any level of government arising in any manner from the operation of the System. Subscriber shall reimburse Company for fees assessed against Company as a result of an emergency call originating from Subscriber's Premises.

**7. ASSIGNEES/SUBCONTRACTORS** Company or Central Station may assign or subcontract this Agreement including any obligations rights and provisions to any other person, firm or corporation without notice to Subscriber. Subscriber may not assign this Agreement.

**8. RIGHT OF CANCELLATION** Company shall have the right to terminate this Agreement, its monitoring obligations, and exercise its rights under the Security Agreement, upon fifteen (15) days written notice to Subscriber of any of the following: (a) failure to pay an invoice for services or equipment issued by or on behalf of Company for a period of thirty (30) days from the date said invoice was due; (b) excessive false alarms originating from Subscriber's Premises or (c) Subscriber's failure to comply with any of the terms of this Agreement. In the event Central Station does not receive payment when due for any reason, or for any reason other than non-payment, Central Station shall be permitted to discontinue monitoring Subscriber's System upon giving Subscriber 15 days notice of termination (which notice may be given via regular first class mail, effective on date deposited by U.S. mail). Upon the date of termination, Company or Central Station shall be permitted to de-activate the System, and neither Company nor Central Station shall owe no further duties or obligations to Subscriber thereafter, including any duty to render monitoring services. Company shall be entitled to all amounts due it for monitoring services up to the date of discontinuance.

**9. DEFAULT BY SUBSCRIBER** If Subscriber fails to make any payment to Company within 30 days of the date it becomes due, or if Subscriber fails to perform any other conditions within 30 days of Company's written request, or if any proceeding in bankruptcy, receivership or insolvency shall be commenced by or against Subscriber or any of Subscriber's property, or if Subscriber makes any assignment for the benefit of creditors, then, in addition to the rights in Paragraph 8, Company shall have the right to, but shall not be obligated to exercise any one or more of the following remedies: (a) Recover the existing amounts due from Subscriber and continue to provide monitoring services, in which case Company shall be entitled to recover, in addition, any monthly amounts due from Subscriber for all additional monitoring services thereafter provided by Company pursuant to this Agreement; or (b) discontinue monitoring services; recover all amounts due and payable to Company for monitoring services rendered, but not paid for, prior to termination; and recover from Subscriber the balance of all sums due for monitoring services for the remainder of the Original Term. In addition, if Company or Central Station elects to discontinue monitoring services, Company may remove the Systems, and all related components from Subscriber's Premises upon fifteen (15) days written notice to Subscriber at the above address pursuant to the Security Agreement. In the event this Agreement is terminated, monitoring services by Central Station shall automatically terminate.

**10. EXPRESS LIMITED WARRANTY AND DISCLAIMER:** For a period of ninety (90) days from the date installation of the System is completed, Company will repair or replace (at its option) any defective part or material in the System without charge to Subscriber. Company may substitute parts or material of equivalent quality with those originally installed in the System. This warranty does not include any defect in, or failure of the System, or any part or material, if caused by misuse, accident, unauthorized service, act of god or failure to allow reasonable and necessary maintenance. Except for the foregoing obligation assumed by the Company, neither Company nor Central Station make any express warranties as to any matter including, without limitation, that the System or any part thereof is fit for a particular purpose, free from potential compromise or circumvention, or that it will prevent any loss by burglary, holdup, fire or otherwise, or provide in all cases the protection sought by Subscriber. **ALL IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY WITHDRAWN AND DISCLAIMED.** In no event shall Company or Central Station be liable for any lost profits, incidental damages or consequential damages. Neither Central Station nor Company shall be responsible for any equipment failure which prevents signals from reaching Central Station, or damages arising therefrom. Central Station or Company in their respective absolute discretion, shall be permitted to suspend its monitoring services at any time without notice to Subscriber.

**11. NOT AN INSURER, LIMITATION OF LIABILITY, LIQUIDATED** Subscriber agrees that Company and Central Station are not insurers, that the payments provided for herein are based solely on the value of the System and services be provided and are unrelated to the value of the property located on Subscriber's Premises. Insurance covering injury to persons or property must be separately obtained by Subscriber. Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may result from Company's or Central Station's negligence or failure to perform any of the obligations created herein or the failure of the System to properly operate or the failure to properly monitor or respond to the System, with resulting loss or injury to Subscriber because of: a) the uncertain amount or value of Subscriber's property or the property of others kept in the Premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the System or service was intended to avert; b) the uncertain nature of the personal injuries which might be suffered as a result of occurrences which the System or service was intended to avert; c) the uncertainty of response time of police, fire department or emergency agency, should they be dispatched as a result of a signal being received from Subscriber's Premises; d) the inability to ascertain what portion, if any, of any loss would be legally caused by Company's or Central Station's failure to perform or by the failure of any part of the System to operate; e) the limited nature of services provided by Company and Central Station. Subscriber understands and agrees that if Company or Central Station should be found liable for loss or damage due to failure of Company or Central Station to perform any obligations, including but not limited to the inspection of System components, or the failure of the System in any respect whatsoever, or the failure to properly monitor or respond to the System, or Company's or Central Station's negligence, Company's and Central Station's liability shall be limited to a sum equal to the total amount of six (6) monthly monitoring payments by Subscriber to Company or two hundred and fifty dollars (\$250.00), whichever is lesser, as liquidated damages and not as a penalty and this liability shall be exclusive. This section shall apply if loss or damages, irrespective of cause or origin, result directly or indirectly to persons or property from performance or nonperformance, or from the negligence of Company or Central Station.

**12. THIRD-PARTY INDEMNIFICATION** Subscriber shall indemnify, defend and hold harmless Company and Central Station, their employees and agents for and against all claims brought by parties other than the parties to this Agreement relating to the System, or any monitoring services provided or that should have been provided. This provision shall apply to all claims regardless of cause including Company's or Central Station's performance or failure to perform and inducing defects in products, design, installation, maintenance, inspection, monitoring services, or operation of the System whether based upon negligence, active or passive, warranty, or strict or product liability on the part of Company or Central Station, their employees or agents. This provision shall not apply to claims for loss or damage solely and directly caused by an employee of Company or Central Station while on Subscriber's Premises.

**13. SUBROGATION** Subscriber releases, discharges and holds Company and Central Station harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the Subscriber's Premises whether said claims are made by Subscriber, its agents, insurance Company, or other parties claiming under or through Subscriber. Company and Central Station shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from any insurer or any insurance company, or any loss or damage against which Subscriber is indemnified or insured. Subscriber agrees to defend and hold Company and Central Station harmless from, and indemnify Company and Central Station against any action or subrogation which may be brought against Company or Central Station by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney's fees. Subscriber shall notify its insurance carrier of the terms of this provision.

**14. DELINQUENCY & LATE CHARGE: RECONNECTION CHARGE** Subscriber shall pay Company a service charge equal to \$25.00 plus 1.5% per month on any unpaid balances, as a late fee and not as interest, and for costs of rebilling upon delinquency and any fees incurred by referring to a Collections Agency. If the System is deactivated because of Subscriber's delinquency, Subscriber will pay a reconnection charge at Company's then prevailing service labor rate.

**15. ENTIRE AGREEMENT** This Agreement contains the entire agreement between the parties hereto, and supersedes all previous negotiations, commitments and understandings. Any amendments or modifications of this Agreement must be in writing and signed by the parties. If any provision of this Agreement is found to be invalid or inoperative, all of the remaining terms shall remain in full force.

**16. VENUE, APPLICABLE LAW AND ATTORNEY'S FEES** This Agreement shall be governed by the laws of the State of California. Venue in any action to enforce or interpret this Agreement shall be in Calaveras County, California. In any action to collect any sums due and payable under this Agreement, the prevailing party shall be entitled to cover its reasonable attorney's fees. **ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES, DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CA, 95814**







Proposal No. AAAQ3540

Page 2 of 2

**Installation Charge**

Installation:	\$423.00
Discount:	0.00
<b>Total Installation Charge:</b>	<b>\$423.00</b>

**Monthly Service Charge**

Services:	\$64.00
Equipment Lease:	\$5.00
<b>Total Monthly Charge:</b>	<b>\$69.00</b>

PROPOSAL PRICES ARE VALID FOR 60 DAYS

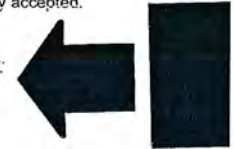
ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby accepted.

\_\_\_\_\_  
Signature (Title)

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature (Title)

\_\_\_\_\_  
Date Signed





ACO-3797

### Proposal for the Installation and Lease of a System

#### CUSTOMER INFORMATION

Adrienne Andrews  
 Folsom Lake College - Los Rios C. C. District  
 Folsom Lake College Observatory 6699 Campus Drive  
 Placerville  
 (916) 608-6588                      andrewa@flc.losrios.edu

Job Contact:     Adrienne Andrews  
                           (916) 608-6588        (530) 344-5716  
                           andrewa@flc.losrios.edu

Billing Contact:

#### PROPOSAL

Proposal No.   AAAQ3540  
 Proposal Date: 11/11/2016  
 Prepared By:   Andrew Wilson  
 Phone:           800-983-5300  
 Fax:              209-736-9301  
 andy@signalserviceinc.com

#### SCOPE OF WORK:

Acct#: 11329 System#:703-3012  
 Remove existing DMP XR40 control panel PC board.  
 Install DMP XT30 PC board.  
 Install cellular communicator  
 Attach existing protection.  
 Provide Verizon cellular monitoring.  
 Provide Remote Account Management-cellphone & PC connectivity.  
 Train system administrator on Remote Account Management  
 Update decals.  
 Note: owner can eliminate the phone line currently supporting the alarm system.

Qty	Item	Location
1	Control Panel XT30 digital, pcb only	Control panel PC board
1	Cellular Communicator, XT panels, Verizon Network	Cellular communicator
1	Basic Cellular Service	\$10.00 Cellular fee
1	Monitoring, discount kit	\$34.00 Central station monitoring
1	Virtual Keypad w User Management	\$20.00 Remote Account Management

Total proposed installation and recurring monthly amounts are shown on the following page.



Proposal No. AAAQ3540

Page 2 of 2

**Installation Charge**

Installation:	\$423.00
Discount:	0.00
<b>Total Installation Charge:</b>	<b>\$423.00</b>

**Monthly Service Charge**

Services:	\$64.00
Equipment Lease:	\$5.00
<b>Total Monthly Charge:</b>	<b>\$69.00</b>

PROPOSAL PRICES ARE VALID FOR 60 DAYS

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby accepted.

\_\_\_\_\_  
Signature (Title)

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature (Title)

\_\_\_\_\_  
Date Signed



**From:** [Andrews, Adrienne](#)  
**To:** [Haney, Brenda](#)  
**Cc:** [Slav, Lyudmila](#)  
**Subject:** RE: For your Review and Approval \_ FW: SIGNAL SERVICES INVOICE  
**Date:** Friday, January 19, 2018 8:24:10 AM

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Hi Brenda and Lyudmila,

Yes, invoice is approved to pay.

Annual cost is  $\$828.00 / 12 = \$69.00 \times 3 = \$207.00$  quarterly payment.  
PO# 0001093817: Line #2-Monitoring Service; GENFD 5500 11 FL.VI.ELDO 67100  
00000 041A.

Thank you,  
Adrienne

---

**From:** Haney, Brenda  
**Sent:** Thursday, January 18, 2018 9:55 AM  
**To:** Andrews, Adrienne <AndrewA@flc.losrios.edu>  
**Cc:** Slav, Lyudmila [SlavL@losrios.edu](mailto:SlavL@losrios.edu) 1,251.00  
**Subject:** For your Review and Approval \_ FW: SIGNAL SERVICES INVOICE  
**Importance:** High

For your Review and Approval \_ FW: SIGNAL SERVICES INVOICE 276937 01/17/18

Thank you,  
*Brenda Haney*  
Business Services  
Folsom Lake College | 10 College Parkway | Folsom, CA 95630  
☎ 916.608.6635 | ✉ [haneyb@flc.losrios.edu](mailto:haneyb@flc.losrios.edu)

-----Original Message-----

From: Slav, Lyudmila  
Sent: Thursday, January 18, 2018 9:09 AM  
To: Haney, Brenda <haneyb@flc.losrios.edu>  
Subject: SIGNAL SERVICES INVOICE

Hi Brenda,  
Please ask area to review charges and let me know if invoice is approved to pay.  
Thanks,  
Lyudmila