



JANUARY

TOWN OF POMONA PARK

TOWN COUNCIL & PUBLIC MEETING AGENDA January 10, 2023- 6:00 PM

PLEDGE TO FLAG- MOMENT OF SILENCE FOR- Leslie Allen

CALL MEETING TO ORDER AND WELCOME VISITORS

CORRESPONDENCE

- Town Clerk

Charles Overturf, Supervisor of Elections

- Swearing in Ceremony for Mayor Svingala, Council Members Warren, Linkswiler, Evans, Szatkowski

ADOPT MINUTES OF PREVIOUS MEETING

- December 13, 2022

UNFINISHED BUSINESS, INCLUDING COMMITTEE REPORTS

- Kelly Krupski Treasurer- Check Register
- Beautification- Councilwoman Linkswiler
- Tree Report – Councilwoman Mead
- Ball Field Contract-Bobby Pickens

GUEST SPEAKERS

- None

PUBLIC HEARING ITEMS

- None

NEW BUSINESS

- Resolution 2023-01 ADT Contract for Maintenance Building
- Dais Council Chambers Furniture- Councilwoman Evans
- Mayor's Park Sign Variance
- Turbidity Curtain- Larry Flaman
- Upcoming Events

Public Comment

Q& A/ Comments/ Announcements

ADJOURN

NOTICE If a person decides to appeal any decision made by the Town Council of Pomona Park with respect to ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. FL 286.0105

PLEDGE OF CIVILITY

We will be respectful of one another even when we disagree.

We will direct all comments to the issues. We will avoid personal attacks

**Town of Pomona Park
Correspondence List for January 10, 2023**

1. Oath of Office-----	1
2. Town Council Meeting Minutes of December 13-----	2-4
3. Financials-----	5-8
4. Beautification Minutes-----	9-11
5. Babe Ruth Contract-----	12-16
6. Resolution 2023-1 ADT Contract-----	17-35
7. Dais Furniture Examples-----	36-39
8. Turbidity Curtain Information -----	40-43
9. Upcoming Events-----	44



OATH OF OFFICE

I, do solemnly swear or affirm that I will support, protect and defend the Constitution and Government of the United States and the State of Florida, and the Town of Pomona Park; that I am duly qualified to hold office under the laws of the State of Florida, the Charter and the laws of the Town of Pomona Park, and that I will well and faithfully perform the duties of Town Councilman of the Town upon which I am about to enter, so help me God.

Signature

Printed Name and date

State of Florida
Putnam County

Subscribed and sworn to before me this 10th day of January 2023 by _____
(known to me).

Notary Public, State of Florida, at Large

Town of Pomona Park- Town Council & Public Hearing Meeting Minutes

Tuesday, December 13, 2022(6:00 pm)

Mayor Joseph Svingala presided. Council present were Dr. Robert Warren, Lynda Linkswiler, CarrieAnn Evans, Patricia Mead, Victor Szatkowski, Bud Eckels

Mayor Joseph Svingala led in the pledge to the flag. The Meeting began at 6:00 pm.
Town Clerk read correspondences

Meeting Minutes:

Councilwoman Evans motioned to adopt meeting minutes on November 8, 2022. Councilman Warren 2nd the motion. The Vote was unanimously approved.

Unfinished Business:

Kelly Krupski- Financial Review. No questions on the Check registry. Councilwoman Evans asked about taxes, and Kelly answered that all bonuses processed would receive a 1099. Outstanding bills- Beautification Bills for copies. Who is responsible for the payment of the documents? Two cents for black and white and 10 cents for color. No paper has been provided. Town Attorney Bobby stated that since he started, it has been questioned at every Meeting, and he recommends that we set up Meeting for what charges Beautification will receive, Such as the Community Center. A set Policy. A Special Meeting would need to be held.

A special meeting will be had on January 4 at 6 pm for Beautification.

Beautification- Lynda said the breakfast continues to improve. The next event will be Christmas Eve for the Community to have dinner. The food has all been donated. No monies will come out of the beautification fund. The Raffle basket has raised \$97, and the date has been moved to the dinner. Members will meet on December 17 to judge the lights. The prizes will be \$100, \$75, \$50. New raised beds have been ordered for out front of Town Hall. Mayor Joe brought up the push pins in the wall at the Community Center. Councilwoman Mead asked for a roster of Beautification Members and addresses for the members, along with phone numbers. Larry Flaman brought up that the office also decorated the Community Center. Councilman Eckels asked about the rental fees. And it was stated that it would be at the Special Meeting. Councilman Eckels asked about the maintenance building and land to put the garden. Councilman Eckels is asking about using the land. Town Attorney Bobby explained that action could be taken at a special meeting. Larry Flaman, 204 Perry St., asked about bidding on the 40ft tree that was up for bid.

Bill Garcia- Where would the tree go?

Larry Flaman asked if the Clerk had a contingency fund.

Kelly clarified if it was operating supplies.

Town Clerk Andrea explained the tree was not operational and needed significant work, and it was very short notice for the auction.

Beautification- Martha Mann 406 West Main St. Community Garden. Spring Garden needs to have the process start for a spring date. Councilman Eckels motions to approve where the Community Garden At the old maintenance building.

Councilwoman Linkswiler 2nd the motion. Martha is requesting \$500 to buy the materials to make the raised beds. Mayor Joe is concerned about putting a garden in our Community and whether it is worth the effort. Councilman Eckels stated that the plants for the Town could be grown in the park. Mayor Joe noted that it's not a community garden. Town Attorney asked if members could be charged. Councilwoman Evans would like some information

From Welaka to see how they run the community garden. Yvonne spoke about a friend who showed her how to build boxes and feed a family.

Mayor Joe Called the question.

The Vote was unanimous in allowing Beautification to use a designated area at the old Maintenance shop for the community garden.

Mayor Joe would like to see a plan for the garden before the boxes are approved. Councilman Eckels asked about a \$500 donation if that could purchase the packages.

Any ARPA money needs to have a complete plan presented to the Council.

Councilwoman Mead- Tree Report in December, we had a fantastic first-year tree lighting ceremony. We hope to make this an annual event. We hope to make homemade ornaments and cranberries. The Arbor Day Foundation has approved Pomona Park for the 32 years of Tree City. Recognition to all involved. The Next Meeting is January 10, Arbor Day is January 13, and free trees will be handed out. Arbor Day 4 pm Friday the 13th. Please come forward with any suggestions on a new location for planting a new tree.

Bruce Wolfred- Asked for approval to move forward with the paving of Palm Ave and authorization to go out for bid. The funding question was answered in the Better Place Fund. Councilwoman Evans motions to allow Bruce to go out to bid for Palm. Councilman Eckels 2nd the motion. Dr. Warren asked what the cost would be, \$24,000. A, and B, May have been in the budget for years and have not been taken care of yet. The work on Palm will stabilize the road and add a swale. The Vote was unanimous.

Bruce Wolfred- A, B, May- no bids have been received. The only bid came through from Do All Concrete. Councilwoman Mead Motioned to approve Do All Concrete, and Councilwoman Evans and Dr. Warren 2nd the motion. The Vote was unanimous.

Bruce Wolfred- Chipper Bids- no other bids received. I want to approve the purchase of the Chipper. Councilwoman Evans motioned to approve the purchase of the Chipper from Crystal Tractor. Dr. Warren 2nd. No Discussion. The Vote was unanimous.

Bruce Wolfred- Shop update- The building is erected, and the fencing is installed and under budget. The permitting process is in the works for electrical, and we are under budget. The installation should be around mid-January. The building at the old shop will need to be moved. A slab will be required. The estimated cost is \$3200 to do all concrete. Councilwoman Mead motions to approve the \$3200. Councilwoman Evans 2nd, With it being contingent on the DEP. Bobby explained that we need to make sure we get approval. The Vote is unanimous.

Mayor Joe-Review of the Christmas Tree Lighting Ceremony

Great job from everyone. The national honor society kids are fantastic. The Town made the front page twice of the newspaper. Mayor Joe thanked everyone profusely.

New Business-

Hazen Ball Field Bobby Pickens- Would like to have an extended arm of the Babe Ruth program. And would like to use the fields in the Town of Pomona Park. The sign-ups are active. Bobby hopes that it will grow into using all three areas, including the concession stand. The Season starts on January 30. The Contract would be through the Town and Babe Ruth. Mayor Joe asked about who pays for electricity. Kelly explained that FPL is looking into changing the lights to LED. FPL covers the cost. Councilwoman Evans asked for a schedule and would love a

Town Council night. Bruce Wolfred- ADT Contract for the Fire Services for the New Building.

This is for a 60-month contract with no price changes.

Councilwoman Evans motioned to approve the ADT contract. DR. Warren 2nd

Art Blunt asked what it would cost to run the hydrant line. The Vote was unanimous.

New Term for Better Place Seat- Andrea Almeida- Councilman Eckels motioned to approve

Andrea Almeida's stay as the Better Place Seat for the Town of Pomona Park.

Councilwoman Linkswiler 2nd the motion. The Vote was unanimously approved.

Town Clerk read Resolution 2022-8 by title only. Councilwoman Evans motioned to approve 2022-8. Councilwoman Linkswiler 2nd the motion.

The Vote is unanimous.

Public Comment

Town Attorney Bobby Pickens read a letter that was sent to the Mayor opposing the PUD development for Putnam County, so be it moved onto the record.

Bill Carol addressed the property next to the beach area and concerning that the beach area was his property. Mr. Carol is going to have a survey completed on his property. Mayor Joe explained that the Town had had a few surveys conducted for grants.

Martha Mann- request would like to know what projects are in the Town.

Larry Flaman- a turbidity curtain- to put around the swimming area. The Town could purchase it for \$7 a foot.

Councilman Eckels- asked about the Solar Farm. Mayor Joe explained that all of it goes through the state.

Bill Garcia 120 Parkin Rd

He stated that the town limits map has changed, and that half of the Town is lake Broward. The question is, what is the date on the map? It's 2015.

Asked about Code Enforcement-

Larry Flaman asked about the subcommittee

Mayor Joe announced Clerk Andrea had finished her 2nd year of training.

Reviewed upcoming Events- Arbor Day is January 13, 2023, at 4 pm.

Special Meeting January 4 Town Hall 4th at 6 pm. Councilwoman Evans motioned to Adjourn at 8:05 pm

Town of Pomona Park

5

1/6/2023 10:12 AM

Register: 001.101 · General Fund Checking

From 12/01/2022 through 12/31/2022

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
12/01/2022	EFT	Florida Blue	-split-	Employee Heal...	2,883.65			545,929.73
12/01/2022	DD2023	Alphonso (Al) Willi...	-split-	Direct Deposit		X		545,929.73
12/01/2022	DD2024	Andrea J Almeida	-split-	Direct Deposit		X		545,929.73
12/01/2022	DD2025	Bruce wolfred	-split-	Direct Deposit		X		545,929.73
12/01/2022	DD2026	Jeffrey Bernard	-split-	Direct Deposit		X		545,929.73
12/01/2022	DD2027	Kelly Krupski	-split-	Direct Deposit		X		545,929.73
12/01/2022	10866	Carl L Robinson	-split-		516.32			545,413.41
12/02/2022	10875	Florida League of Cit...	511.541 · Legis books ...		573.00			544,840.41
12/02/2022	10876	Do All Concrete & C...	-split-	invoice # 458	1,150.00			543,690.41
12/02/2022	10877	Crescent City	572.311 · Parks Profes...	water samples ...	30.00			543,660.41
12/05/2022	EFT	Health Equity	-split-	HSA	666.64			542,993.77
12/05/2022	10878	Forestry Suppliers	572.521 · Park Operati...	invoice 308775...	11.86			542,981.91
12/06/2022	10880	Putnam County Cha...	511.541 · Legis books ...	inovice # 22037	99.00			542,882.91
12/07/2022	EFT	T Mobile	-split-		189.16			542,693.75
12/07/2022		QuickBooks Payroll ...	-split-	Created by Pay...	3,290.86			539,402.89
12/08/2022	DEP	Income	335.14 · Mobile Home ...	Deposit			39.25	539,442.14
12/08/2022	DD2028	Alphonso (Al) Willi...	-split-	Direct Deposit		X		539,442.14
12/08/2022	DD2029	Andrea J Almeida	-split-	Direct Deposit		X		539,442.14
12/08/2022	DD2030	Bruce wolfred	-split-	Direct Deposit		X		539,442.14
12/08/2022	DD2031	Jeffrey Bernard	-split-	Direct Deposit		X		539,442.14
12/08/2022	DD2032	Kelly Krupski	-split-	Direct Deposit		X		539,442.14
12/08/2022	10879	Carl L Robinson	-split-		516.33			538,925.81
12/09/2022	10881	Hill's Hardware	-split-	07/27-09/27	909.28			538,016.53
12/13/2022	10884	Producers Ace Hard...	572.461 · Parks Repair...	invoice # 782100	23.98			537,992.55
12/13/2022	10885	AT&T	-split-	invoice 287283...	130.29			537,862.26
12/14/2022		QuickBooks Payroll ...	-split-	Created by Pay...	3,290.86			534,571.40
12/14/2022		QuickBooks Payroll ...	-split-	Created by Pay...	1,015.20			533,556.20
12/15/2022	DEP	Income	311.00 · Ad Valorem T...	Deposit			84,968.78	618,524.98
12/15/2022	DEP	Income	323.10 · Franchise Tax...	Deposit			3,029.14	621,554.12
12/15/2022	DD	Patricia L Mead	-split-					621,554.12
12/15/2022	DD	Robert Warren	-split-					621,554.12
12/15/2022	DD2033	Alphonso (Al) Willi...	-split-	Direct Deposit		X		621,554.12
12/15/2022	DD2034	Andrea J Almeida	-split-	Direct Deposit		X		621,554.12
12/15/2022	DD2035	Bruce wolfred	-split-	Direct Deposit		X		621,554.12
12/15/2022	DD2036	Jeffrey Bernard	-split-	Direct Deposit		X		621,554.12
12/15/2022	DD2037	Kelly Krupski	-split-	Direct Deposit		X		621,554.12
12/15/2022	DD2038	CarrieAnn M Evans	-split-	Direct Deposit		X		621,554.12
12/15/2022	DD2039	Joseph C Svingala	-split-	Direct Deposit		X		621,554.12
12/15/2022	DD2040	Lynda Linkswiler { c...	-split-	Direct Deposit		X		621,554.12
12/15/2022	DD2041	Victor J Szatkowski	-split-	Direct Deposit		X		621,554.12

Town of Pomona Park

1/6/2023 10:12 AM

Register: 001.101 · General Fund Checking

From 12/01/2022 through 12/31/2022

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
12/15/2022	10882	Carl L Robinson	-split-		516.31			621,037.81
12/15/2022	10883	Forest P Eckels	-split-		184.70			620,853.11
12/19/2022	DEP	Income	335.14 · Mobile Home ...	Deposit			90.25	620,943.36
12/20/2022	DEP	Income	315.00 · Communicati...	Deposit			2,589.29	623,532.65
12/20/2022	10887	Synergy Constructio...	513.621 · F&A Buildin...	invoice 202201...	7,340.00			616,192.65
12/20/2022	10889	State of Fla Dept of ...	-split-	invoice # 2R-8...	100.14			616,092.51
12/20/2022	10890	K&D Cleaning	575.341 · Comm Ctr, o...	com center clea...	250.00			615,842.51
12/20/2022	10891	Waste Pro	-split-	invoice # 0000...	34.23			615,808.28
12/20/2022	10892	Aqua Pure Water & ...	572.311 · Parks Profes...	invoice # 85959	70.00			615,738.28
12/20/2022	10893	FGUA	-split-	service from 11...	105.17			615,633.11
12/20/2022	10894	Putnam County Healt...	572.311 · Parks Profes...	Quarterly ballfi...	40.00			615,593.11
12/20/2022	10895	Kelly Krupski	511.49 · Legislative ot...	christmas reim...	104.28			615,488.83
12/21/2022	DEP	Income	312.41 · First Local Op...	Deposit			2,335.40	617,824.23
12/21/2022	DEP	Income	335.12 · State Revenue...	Deposit			2,144.28	619,968.51
12/21/2022	DEP	Income	312.42 · 1 to 5 cents L...	Deposit			1,500.71	621,469.22
12/21/2022		QuickBooks Payroll ...	-split-	Created by Pay...	4,484.46			616,984.76
12/22/2022	DEP	Income	335.12 · State Revenue...	Deposit			462.78	617,447.54
12/22/2022	DD2042	Alphonso (Al) Willi...	-split-	Direct Deposit		X		617,447.54
12/22/2022	DD2043	Andrea J Almeida	-split-	Direct Deposit		X		617,447.54
12/22/2022	DD2044	Bruce wolfred	-split-	Direct Deposit		X		617,447.54
12/22/2022	DD2045	Jeffrey Bernard	-split-	Direct Deposit		X		617,447.54
12/22/2022	DD2046	Kelly Krupski	-split-	Direct Deposit		X		617,447.54
12/22/2022	10886	Carl L Robinson	-split-		1,005.83			616,441.71
12/23/2022	DEP	Income	312.60 · Better Place - ...	Deposit			5,523.58	621,965.29
12/23/2022	DEP	Income	335.18 · State Revenue...	Deposit			3,498.90	625,464.19
12/27/2022	DEP	Income	323.10 · Franchise Tax...	Deposit			3,680.60	629,144.79
12/27/2022	EFT	Principal Life Insura...	-split-	for period 01/0...	207.15			628,937.64
12/28/2022		QuickBooks Payroll ...	-split-	Created by Pay...	3,290.86			625,646.78
12/29/2022	E-pay	Capital City Bank pa...	-split-	59-1502925 Q...	5,188.40			620,458.38
12/29/2022	E-pay	Capital City Bank pa...	-split-	59-1502925 Q...	5,184.32			615,274.06
12/29/2022	DD	Alphonso (Al) Willi...	-split-	Direct Deposit		X		615,274.06
12/29/2022	DD	Andrea J Almeida	-split-	Direct Deposit		X		615,274.06
12/29/2022	DD	Bruce wolfred	-split-	Direct Deposit		X		615,274.06
12/29/2022	DD	Jeffrey Bernard	-split-	Direct Deposit		X		615,274.06
12/29/2022	DD	Kelly Krupski	-split-	Direct Deposit		X		615,274.06
12/29/2022	10896	Carl L Robinson	-split-		516.32			614,757.74
12/30/2022	DEP	Income	311.00 · Ad Valorem T...	Deposit			13,012.03	627,769.77
12/30/2022	EFT	Florida Department o...	-split-	4th quarter 941...	609.05			627,160.72

10:20 AM

01/06/23

Accrual Basis

Town of Pomona Park
Trial Balance
As of September 30, 2023

	Sep 30, 23	
	Debit	Credit
001.101 · General Fund Checking	623,333.54	
001.102 · General Fund MM	158,869.38	
100.101 · Better Place Checking	278,993.33	
102.101 · 1 to 5 Cent MM	72,469.22	
103.101 · Community Development Grant	0.00	
104.101 · Beautification Committee	10,116.87	
106.101 · Town of Pomona Park FRDAP	0.00	
107.101 · Historical Grant S1636	0.00	
Opening Balance		171,867.86
101.103 · Senior Program Bingo Petty Cash	0.00	
101.104 · Senior Program Petty Cash	0.00	
102.102 · Register, petty cash	50.00	
2120 · Payroll Asset	8.75	
166.900 · Equipment & Furniture	0.00	
211.00 · Direct Deposit Liabilities	2,879.88	
240.00 · Payroll Liabilities		13,741.35
001.247 · Opening Balance Equity		392,960.34
320.00 · Unrestricted Net Assets		540,683.65
311.00 · Ad Valorem Tax Income		139,760.20
312.41 · First Local Option Fuel Tax Inc		7,352.30
312.42 · 1 to 5 cents Local Option Fuel		4,713.07
312.60 · Better Place - 1 cent Sales tax		20,835.39
314.10 · Utility Service Tax - Electrici		7,229.26
315.00 · Communications Services Tax		7,849.98
323.10 · Franchise Tax - Electric		16,660.00
335.12 · State Revenue Sharing Income		7,821.18
335.14 · Mobile Home Licenses		145.50
335.15 · State Revenue Sharing - Alcohol		594.32
335.18 · State Revenue Sharing - 1/2 cen		9,124.17
361.10 · Interest Income		0.51
369.90 · Other Misc Revenue		6,236.63
TAX	0.00	
511.111 · Legislative Salaries	5,400.00	
511.231 · Legislative Life and Health Ins	1,243.80	
511.251 · Legislative Unemployment Comp	76.13	
511.311 · Legislative Professional Svc GF	565.60	
511.411 · Legislative Comm Svcs GF	471.78	
511.431 · Legis Utilities, elect & w GF	60.63	
511.461 · Legis Repair & Maint. GF	0.00	
511.481 · Legis Promotional & Adver GF	600.00	
511.49 · Legislative other	2,811.16	
511.521 · Legis Operating Expenses GF	323.97	
511.541 · Legis books subs mbrshp GF	1,022.00	
513.121 · F&A Wages	26,668.00	
513.161 · F&A vacation pay	460.00	
513.171 · F&A sick leave	300.00	
513.231 · F&A Life & Health Insurance	2,048.53	
513.251 · F&A Unemployment Compensation	76.13	
513.401 · F&A Travel Expense GF	428.72	
513.411 · F&A Communications GF	471.78	
513.431 · F&A Utilities Elect & Water GF	169.87	
513.461 · F&A Repair & Maint. GF	0.00	
513.471 · F&A Printing	132.76	
513.521 · F&A Operating Supplies GF	0.00	
513.541 · F&A Books subscr memberships GF	2,988.00	
513.621 · F&A Buildings GF	7,340.00	
513.642 · F&A Machinery & Equip Better Pl	395.92	
514.311 · Legal Counsel Pro Svcs GF	2,000.00	
521.341 · Law Enforcement Contr Svcs GF	2,905.00	
522.231 · Fire Control Life & Health Ins	1,243.80	
522.251 · Fire Control Unemployment	76.13	
522.431 · Fire Control Electric GF	31.77	
522.521 · Fire Control Operating Suppl GF	0.00	
529.231 · Code Enforcement, Life & Health	1,243.80	

10:20 AM

01/06/23

Accrual Basis

Town of Pomona Park
Trial Balance
As of September 30, 2023



	Sep 30, 23	
	Debit	Credit
529.251 · Code Enforcement Unemployment	76.13	
529.341 · Other Public Safety Code GF	100.00	
529.431 · Code Enforcement Utilities	14.57	
529.491 · Code Enforcement Other GF	0.00	
541.121 · R&S Wages	23,854.50	
541.141 · R&S overtime	153.00	
541.161 · R&S vacation pay	2,140.00	
541.171 · R&S sick leave	535.50	
541.231 · R&S Life & Health Insurance	2,048.53	
541.251 · R&S Unemployment Compensation	76.13	
541.311 · R&S Professional Serv GF	0.00	
541.411 · R&S Communication Telephone GF	172.81	
541.431 · R&S Utilities GF	3,958.36	
541.461 · R&S Repair & Maint Serv GF	13.17	
541.521 · R&S Operating Supplies GF	1,688.57	
541.531 · R&S Road Material & Supplies GF	1,150.00	
541.642 · R&S Machinery & Equip Better PI	12,594.00	
571.411 · Library Internet	97.41	
572.121 · Parks & Recreation Wages	11,569.00	
572.141 · Parks Overtime	103.50	
572.161 · Parks vacation pay	920.00	
572.171 · Parks sick leave	207.00	
572.231 · Parks, Life & Health Insurance	2,048.56	
572.251 · Parks Unemployment Compensation	76.13	
572.311 · Parks Professional Svcs GF	310.00	
572.341 · Parks other contractual Svcs GF	30.00	
572.411 · Parks Communications GF	97.44	
572.431 · Parks Utili Svcs Elec & W GF	253.90	
572.461 · Parks Repair & Maint GF	976.54	
572.521 · Park Operating Supplies GF	528.58	
572.524 · Parks Operating Supp Beau	34.71	
572.621 · Parks Buildings GF	24,588.00	
572.642 · Parks Machin & Equip Better PI	36,859.99	
574.231 · Spec Events, Life & Health Ins	1,243.80	
574.251 · Special Events Unemployment	76.13	
574.344 · Spec Event Contract Svcs Beau	500.00	
574.431 · Spec Evetns Util Elect GF	14.57	
574.484 · Spec Event Prom Activ Beau	632.79	
574.524 · Spec Event Operati Supplie Beau	1,511.28	
575.231 · Community Ctr,Life & Health Ins	1,244.00	
575.251 · Community Center Unemployment	76.14	
575.341 · Comm Ctr, other contractual GF	500.00	
575.431 · Comm Ctr utility svcs GF	266.90	
575.461 · Comm Ctr Repairs Maint GF	181.61	
575.524 · Comm Ctr Opera Supp Beau	194.85	
660.00 · Employer portion SS & Medicare	5,581.36	
TOTAL	1,347,575.71	1,347,575.71

Beautification Committee Meeting Minutes

December 5, 2022 Town Hall 5:00pm

In Attendance: Martha, Yvonne, June, Larry, Bud, Jan, Bill Garcia, Bill Carol

Meeting called to order 5:00pm

Pledge of Allegiance to the Flag

Attendees reviewed previous month's minutes. June motioned to adopt minutes, Yvonne seconds. No further discussion. Vote: unanimous.

Martha reviewed the income and expenses related to Saturday Breakfast and expenses for upcoming Christmas Eve Dinner. June motioned to pay Amazon and Sam's Club expense receipts for supplies for Christmas Eve Dinner, Yvonne seconds. No further discussion. Vote: unanimous. Yvonne motions to accept Income and Expense Report for December 2022, June seconds. No further questions or comments. Vote: unanimous.

UPDATES

- **FIRST SATURDAY BREAKFAST**
 - Sales continue to increase as word gets out.
 - Question from floor about plate count which was unknown at this time.
 - Bud commented that an inventory needs to be done to generate a shopping list as supplies are getting low.
- **CHRISTMAS EVE DINNER/EXPENSES:**
 - June motions to pay Linda Frank \$500 on 12/24 for food preparation, Yvonne seconds. No further discussion. Vote: unanimous.
 - No further expenses foreseen at this time; donations from businesses and community continue to come in.
 - Dinner to be served from 4:00 – 6:00pm
 - Sign up sheet with duties and times will be generated by Martha by 12/17/2022. Linda Frank will provide 4 volunteers for dinner.
 - Flyers to be completed by 12/06/2022; suggestion was made that attendees RSVP.

- To Go boxes were discussed for Firefighters, Law Enforcement and General Public. Committee and attendees agreed no multiples, each person must be present.
- **GIFT BASKET RAFFLE:**
 - Cumulative sales \$97.
 - June motioned to move drawing date from 12/17 to 12/24 during Dinner, Yvonne seconds. No further discussion. Vote: unanimous.
- **COMMUNITY GARDEN:**
 - Discussion on payment of taxes on South Broward Ave property. Consensus was for Beautification Committee to only offer to pay if Town Council unequivocally states they will no longer pay the taxes.
 - Martha will address the need to start building beds, etc at next Town Council meeting.
 - Prior plans called for 4 elevated beds and 2 hügelkultur beds. June made a motion that only 8 (eight) 4-foot x 4-foot x 2-foot elevated beds be constructed at this time, Yvonne seconds. No further discussion. Vote: unanimous.
 - Suggestion was made for an herb bed for all participants use
 - Suggestion was made to look for donation of seeds. Plants would be sold to participants at low cost.
- **POST OFFICE PROJECT:**
 - Bud and Larry replaced weed cloth, put in 10 shrubs, and mulched in the grass beds.
 - Two (2) additional sections still need to be worked on. Suggestions for those areas included perennial peanuts, flowering perennial plants with color, and a statement piece acknowledging the Beautification Committee. Martha will investigate cost of said piece.
- **CHRISTMAS LIGHT COMPETITION:**
 - No new updates; Members are to meet at Town Hall 12/17 at 6pm to judge lights.
- **KARAOKE MACHINE PURCHASE:** June motions to spend up to \$300 plus tax on a karaoke machine, Yvonne seconds. No further discussion. Vote: unanimous.
- **NEW CHRISTMAS DECORATIONS FOR INSIDE THE COMMUNITY CENTER:** Yvonne motioned that \$250 be spent after Christmas on new décor, June seconds. No further discussion. Vote: unanimous.

NEW PLANTING PROJECTS

- **TOWN HALL PLANTER BOXES**
 - Martha presented 2 (two) options, corrugated metal and vinyl. Popular vote of attendees was corrugated metal.

- 11
- June motioned to spend \$700 for 6 corrugated metal planters to be used in front of Town Hall, Yvonne seconds. No further discussion. Vote: unanimous.
 - **SUGGESTED PROJECTS:** Budget for future planting projects will be discussed at the next Committee meeting. Martha will ask the Mayor for a list of projects he would like to see done. The following were suggested by attendees.
 - Flag pole
 - Fruit trees or shrubs at Mayor's Park
 - Palm trees at Lake Broward beach
 - North and south "Pomona Park" signs on Hwy 17

NEXT EVENT: No new events are planned at this time.

COMMUNITY FEEDBACK: 100% of feedback received has asked for plantings to be done in park and beach areas.

GENERAL DISCUSSION: Bill G suggested that the Committee investigate grants that may be available to help with expenses. It was agreed this is an avenue that needs to be explored further.

June motioned to adjourn, Yvonne seconds. Vote: unanimous. Adjourned 7:25 pm

12

AGREEMENT FOR SPORTS COMPLEX USAGE

This Agreement made and entered into this 19th day of December 2022 by and between the Town of Pomona Park (hereinafter referred to as the ("Town"), a Florida government corporation, and the Palatka Babe Ruth Association hereinafter referred to as the ("Association"), a Florida non-profit corporation, for the following term; commencing February 1, 2023, and ending December 31, 2023.

SECTION 1: Purpose and Subject Matter

- a) The Association is desirous of using the sports fields for games and practice and available associated facilities located therein, at Willard Hazen Park, and the Town is willing to reserve such facilities as located therein for the Association, on a non-exclusive basis. This contract is to be managed by the Town of Pomona Park. The term of this agreement shall be based on a calendar year but contingent on seasonal and post-season schedules as approved by Town.

SECTION 2: Scheduling and Use

- a) The Association agrees to meet at a minimum once yearly with representatives of the Town.
- b) The Association agrees to provide a general field use schedule of practices and games to the Town for review and approval prior to release. The Association without the permission of the Town cannot sublet or charge a fee for field use or attendance fees.
- c) The Town reserves the right to determine field and facility usability and to cancel any scheduled activities that may potentially cause damage or injury to the users of the sports fields or to the facilities. The Town shall notify the Association at the earliest opportunity and the Association will be responsible for relaying that notice to all scheduled users.
- d) An Association Member shall be present on site at all games and practices where sports fields, courts or facilities have been approved for use by the Association, and shall be the designated representative, responsible for monitoring the spectators, coaches, players and officials to ensure proper conduct and sportsmanship and to make sure that all areas of this agreement are being complied with.
- e) The Association shall cooperate and assist the Town, so that its spectators, coaches, players and officials park in the designated parking areas only and that there shall be no parking in any of the emergency access or public use areas.

SECTION 3: Fees & Charges (N/A)

- a. The Association agrees to provide the Town an end of season participation breakdown by team.

SECTION 4: Field Signage

- a. The Association agrees that all desired field site signage will be approved by the Town prior to installation.
- b. The Association agrees that signage may need to be removed due to potential storms to prevent fence damage and that all signs will be maintained and repaired as appropriate to the safety and appearance of the facility.

SECTION 5: Concession Stand

- a. The Association agrees that it will maintain the concession stand in a clean and sanitary manner, clean out the concession stand of all perishable food and drink product at the end of the approved agreement, as appropriate, and properly dispose of waste products on a regular basis. The Association agrees to abide by all Health Department codes as well as State law for the handling and disbursement of food to include cooking and heating up of food products.
- b. The Association agrees to purchase and provide the Town proof of liability insurance and name the Town as an additional insured.
- c. A separate concessions contract will be signed by both parties and included as an addendum.

SECTION 6: Storage(N/A)

- a) The Town and Association agree that appropriate storage areas shall be accessible by both bodies.
- b) The Association will organize the storage area so it is accessible and functional and that only field maintenance equipment and necessary game equipment will be stored, and that it will be kept in safe and sanitary order. Some areas may require limited access due to security.

SECTION 7: Lights

- a) The Association agrees to make every effort to conserve light usage in order to keep costs down.
- b) The Association understands that field and light usage is for the league only and not to be used by travel ball teams or groups that may or may not have any affiliation with the Association

SECTION 8: Clean-up/Maintenance and Improvements

- a) The Association will be required to conduct a thorough safety inspection and maintain verification of such, of any sports field, court or facility prior to use by Association programs and activities. Unsafe conditions must be appropriately documented and addressed prior to use. Necessary information should be relayed to the Town by established format at the earliest opportunity.
- b) Trash, litter and garbage clean-up of facilities is the responsibility of the party using the property. The Association shall ensure that fields, parking areas, walkways, common areas, spectator areas, concessions and restrooms are left clean and safe immediately after use. The Association will provide all paper, soap and cleaning products for restrooms and concessions during their operating seasons.
- c) The Town reserves the right to improve, renovate and install equipment as necessary to support its athletics, recreation, and education programs without restriction. The Town will keep the Association informed of significant improvements prior to their occurrence.
- d) Any improvements or major repairs intended by the Association must be authorized by the Town prior to any action. The Association agrees to follow permitting procedures in accordance with Town regulations and provide a copy of the permit to the Town prior to work commencing. The Association shall have the ability to negotiate with sponsors and vendors to secure score boards and provide capital improvements and agrees to accept all cost associated with their installation and operation.
- e) The Town will retain ownership of all authorized fixed improvements made within the facility by the Association.
- f) The Town agrees to provide basic sports field and facility maintenance* at the complex during a normal work week, as determined by the Town, and will coordinate with the Association for more specific and detailed work as needed by the Association. The Association will be required to perform specific pre and post-game sports field preparation and maintenance as coordinated with the Town, and to provide the appropriate equipment and materials for such. The Association will be expected to evaluate and provide general clean-up, paint-up, fix-up and safe operation of those areas predominately used by them, as coordinated with the Town.

* Basic sports field and facility maintenance includes weekly mowing during the active growing season, turf edging where appropriate, general herbicide spraying as appropriate, sports turf herbicide spraying, sports turf fertilizer application, general repairs not attributed to misuse by the Association, irrigation repair, fence repair, roadway repair, and Town installed signage repair.

- g) The Association will be required to clean and maintain usage areas as described above in Section 8,b.; for appropriate field use they will: line all fields as required and provide the materials and equipment necessary to perform all clay related work to keep the field safe and appropriate for desired use, repair and maintain damaged turf areas, repair and maintain dugouts, repair and maintain fences and fence screens as appropriate, and any other Association direct use related equipment or areas.
- h) The Town will maintain control and supervision of the irrigation controller. Desired changes should be communicated to the Town.

SECTION 9: Preseason & Postseason Walkthrough

- a) The Town and the Association agree to have a preseason walkthrough of all areas used by the Association before the beginning of the current season. It is the Association's responsibility to contact the Town thirty (30) days prior to the season to schedule this meeting. This meeting will assist in getting the facility ready for the coming season, allow time for ordering materials, scheduling repairs and the Town shall coordinate these activities.
- b) The Town and the Association agree to have a postseason walkthrough of all areas used by the League 5 days after the end of the current Association program. This walkthrough may serve as the preseason walkthrough, as appropriate.

SECTION 10: Standards for Youth Sports

- a. The Association agrees to abide with the Suggested Minimum Standards for Youth Sports as conveyed in the Florida Recreation and Parks Association Manual and adopted by the Recreation Advisory Board.
- b. The Association will use the same guidelines to validate the quality of adult leadership by requiring annual background checks of all coaches and volunteers that will have unsupervised contact with youth participants and provide the Town proof of this check; and they will require and offer Town sponsored, or approved or Association sponsored classes and/or clinics to coaches and parents on athletic fundamentals, sportsmanship, coaching techniques, and other relevant topics. The Association will keep updated records, available to the Town, on all background checks and training classes/clinics conducted.
- c. The Association agrees that all staff, coaches, volunteers and agents of the group shall conduct themselves as good role models exemplifying good sportsmanship, cooperation and appropriate behavior.

SECTION 11: Assignment

- a. The Association agrees that it will not assign or sublet its rights or responsibilities under this Agreement without written authorization of the Town.

SECTION 12: Indemnification and Insurance

- a) The Association agrees to protect, defend, indemnify, and save harmless the Town, its officers, employees, and agents from any costs, claims, judgments, and/or awards for damages, arising out of or in any way resulting from the Association's use, maintenance or operation of its programs and events at the Willard Hazen Complex.
- b) The Association also agrees to additionally name the Town as an additional insured entity with a limit of not less than: \$1,000,000 combined single limit per occurrence, \$2,000,000 aggregate and shall provide proof of this insurance to the Town.

SECTION 13: Notice

- a) Each notice or other communication which may be or is required to be given under this Agreement, shall be in writing and shall be deemed to have been properly given when delivered personally during normal working hours to the party to whom such communication is directed, or three (3) working days after being sent by regular mail, to the appropriate address as may be designated.
- b) A breach of any covenants or conditions of this agreement by the Association may result in loss of its facility usage privileges.
- c) The Town agrees to provide the Association with sixty (60) days advance notice of any proposed changes to the agreement, or as they are being considered by the Town.

If to the Town:

15

Town Clerk
P.O. Box 518
Pomona Park, Florida 32181
Business Phone: 386-649-4902

If to the Association:

Phone: _____

SECTION 14: Integration

- a. This writing contains all terms of the parties' agreement on this subject matter. It replaces all prior negotiations and agreements. Modification must be in writing and be signed by each party's representative.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on their behalf.

_____ Mayor of Pomona Park	_____ Date	_____ Association President	_____ Date
-------------------------------	---------------	--------------------------------	---------------

Key Points Addendum

16

Please initial next to each item:

_____ I understand that this contract is for Non-Exclusive use and does NOT apply to any private groups to include Travel Ball Teams.

_____ I understand that the Association is NOT allowed to charge an entrance fee, parking fee, field rental fee or any other fee to any other user. That is solely the Town's responsibility.

_____ I understand that any and all special events must go through the Town for approval. This includes fund raisers, tournaments and the like.

_____ I understand that a volunteer has to be designated and be on-site at all Association events.

_____ I agree to make available adequate facilities to have equipment stored in. This includes storage rooms, trailers and other facilities.

_____ I understand that Field and Light usage are strictly for the use of the Association and NOT for travel ball or private teams or groups whether they are affiliated with the League or not.

_____ I understand that when the Association is the primary user of the facilities, whether it's for practice, games, or All-Stars, the Association is responsible for restroom cleanliness to include emptying the trash, providing toilet paper, paper towels, trash bags and hand soap.

_____ I understand the Town is responsible for the irrigation controller / schedule and ONLY the Town will make adjustments to the controller. Should changes need to be made, The league will coordinate with the Town for any special requirements or needs. The league WILL NOT make any adjustments to the controller.

_____ I understand that any / all buildings and facilities that are being used by the Association are the responsibility of the Town but that ALL contents are the responsibility of the Association and it is recommended that the Association have an insurance policy to protect themselves against any losses.

RESOLUTION 2023-1

17

**A RESOLUTION OF THE TOWN OF POMONA PARK, FLORIDA,
AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ADT
COMMERCIAL FOR A TERM LENGTH OF 60 MONTHS.**

WHEREAS The Town of Pomona Park Finds it necessary per the Fire Marshall to install a Commercial Fire/Burglary Alarm System in New Maintenance Building found at 370 PLEASANT ST.

WHEREAS, to enact this contract, Mayor Joseph Svingala must be authorized by the Town Council to sign the contract.

NOW THEREFORE, BE IT RESOLVED; by the Town of Pomona Park, Putnam County, Florida, that:

Section 1. Purpose

Should this resolution be adopted, it shall serve to authorize the Mayor to execute a Contract with ADT Commercial.

Section 2. Severability

Each phrase, sentence, paragraph, section or other provision of this Resolution is severable from all other such phrases, sentences, paragraphs, sections and provisions. Should any phrase, sentence, paragraph, section or provision of this Resolution be declared by the courts to be unconstitutional or invalid, such declaration shall not affect any other portion or provision of this Resolution.

Section 3. Conflicts

All Resolutions, or parts of Resolutions, in conflict herewith including, are hereby repealed.

Section 4. Effective Date

This Resolution shall take effect upon final passage as provided by law or as soon thereafter as all signatures are executed.

IN WITNESS THEREOF, this Resolution has been duly adopted at a Public Meeting on January 10, 2023.

By: _____

Joseph Svingala, Mayor

Attest: _____

Andrea Almeida, Town Clerk

Approved for form and content

Robert W. Pickens, III, Attorney

**COMMERCIAL PROPOSAL AND SALES AGREEMENT**

* 8 9 1 4 3 1 8 9 3 *

Branch:	6643	Sales Representative:	Paul Durrant	Today's Date:	11/15/2022
---------	------	-----------------------	--------------	---------------	------------

Customer Information

Business Name:	Town of Pomona Park	Phone:	(386)515-9412
Address:	370 Pleasant Street PO Box 581 POMONA PARK, FL 32181	Billing Address:	370 Pleasant Street PO Box 581 POMONA PARK, FL 32181

Investment Summary**Total Equipment and Installation Charge: \$6,922.00**

Customer agrees to pay the Total Equipment and Installation Charge shown above, plus applicable taxes (collectively, the "Equipment Charges"). Simultaneously with the execution of this Agreement, Customer shall pay \$0.00 of these Equipment Charges, with a remaining balance of \$6,922.00 to be paid upon completion of the installation and as a precondition of activation of the Equipment and, if applicable, connection to the Central Station or direct connection service.

Recurring Service Charges: \$154.00 per month

In addition to the Equipment Charges, Customer agrees to pay the Recurring Service Charges shown above, plus applicable taxes (collectively, the "Service Charges") for the usage of any ADT Owned Equipment and any other recurring services selected, such Service Charges to be paid Monthly, in advance. Customer has made an advance payment of Service Charges in the amount of \$0.00 at the time of sale.

Licenses and Permit Charge: \$260.00

Customer agrees to pay the total Licenses and Permit Charge shown above (collectively, the "License and Permit Charge"). Customer shall pay \$260.00 at the time of sale.

Term Length: 60 Months

Our charges under this agreement are based on your agreement to receive and pay for the services for a full Sixty (60) month term.

Site Location Information

Location Name:	Town of Pomona Park		
Address:	370 Pleasant Street PO Box 581 POMONA PARK, FL 32181		
Site #:	0	Phone:	(386)515-9412

System Design Information

System Design Name:	Town of Pomona Park, 370 Pleasant St., Pomona Park, FL FIRE	Job #:	
Equipment Ownership:	Customer Owned		
Warranty Period:	90 Days		

Services			
Town of Pomona Park, 370 Pleasant St., Pomona Park, FL FIRE			
Monitoring	Fire: Unrated		
Service Plan	ADT Protection Plan		
Signaling	DMP Sole Paths (XR, CellComF and DualComNF Only): 60 Minute Supervision		
	XR100/XR500: Basic Intrusion		
	XR100/XR500: PrimaryCell		
Test & Inspections			
Category	Component	Quantity	Frequency
Inspection Fire	Automatic Initiating devices (smoke/heat)	2	Annual
Inspection Fire	Manual Initiating devies (pull stations)	2	Annual
Inspection Fire	Notification application (horns / strobes)	1	Annual
Equipment List			
Qty	Description	Included in Service Plan	
1	THE DOCBOX - FOR FIRE ALARM T esting Maintenance & As-buil	Yes	
1	Power Supply, 5 Amp, 12V, Red Enclosure	Yes	
1	! 2-Wire Ceiling Horn Strobe, Red	Yes	
2	Backbox, Interior, Surf Mount	Yes	
2	CONVENTIONAL HEAT DETECTOR, SINGLE-CIRCUIT, 194 FIXED/RATE OF RISE	Yes	
2	Zone Expander, Single Zone, rotary switch addressing	Yes	
1	14/2 SOL JKT FPLR 5C RL RED	Yes	
2	Addressable Pull Station Dual Action	Yes	
2	Battery 12 VDC Sealed Lead-Acid 7.0Ah	Yes	
1	18/4 SOL JKT FPLR 5C BX RED	Yes	
1	XR150DNFC-R, 866, 318, 270	Yes	
! Please be aware that there is a long lead time to purchase this equipment.			
Summary of Charges			
Equipment & Installation Total		\$4,380.00	
License/Permit Fee		\$260.00	
Estimated Taxes		\$0.00	
Monthly Fee		\$104.00	
Scope Of Work			
Scope of Work			
Reference to: Install Commercial Fire/Burglary Alarm System in New Maintenance Building as located at;			
Town of Pomona Park			
370 Pleasant Street			

Pomona Park, FL 32181

20

NOTE: No other equipment, materials, services nor labor is implied nor to be presumed by either, the Customer (Town of Pomona Park) nor ADT Commercial other than specifically listed & described in writing within the ADT Commercial Contract or Contract Rider as to be reviewed, signed & mutually approved by both, the Customer's Authorized Representative (Jeff Bernard & Bruce Wilford) & ADT Commercial prior to ADT Commercial conducting the Scope of Work as described

On-Site Contact:

Name: Jeff Bernard or Bruce Wolford

Phone: (507) 995-2879 Cell Phone

Email: maintenance@pomonapark.com

Person(s) as to receive Training are to be present the day the Installation is completed:

Name: Jeff Bernard

Name: _____

Name: _____

On-Site Survey & System Design to install the Commercial Fire & Burglary Alarm System as quoted to include activation of Fire/Burglary Services:

- Single-Story, Commercial Shop Building
- 10' AFF Open Ceiling to the Roof
- Building is Newly Constructed
- Customer is to provide Electrician to install a 20amp Circuit with, Lock and Labeled "FIRE" as to be "Dedicated to the Fire/Burglary System and run power cable in conduit with, connection from the 20amp Circuit to the Fire Alarm Control Panel & Notification Appliance Circuit (Power Supply)

Description of Building Structure:

- Exterior Wall Structure: **Frame**
- Interior Wall Structure: **Open Frame**
- Ceiling Type: **Open Ceiling to Roof**
- Ceiling Height: **10' AFF bottom of truss**
- Attic: **No**
- Attic Accessible: **No**
- Basement/Crawl Space: **N/A**
- Basement/Crawl Space Accessible: **N/A**

OSHA & ADT Commercial Safety, Tools, Equipment, Additional Personnel:

- Hard Hat: **No**
- Safety Harness: **No**
- Scissor Lift or Boom Lift: **No**
- Extension Ladders 12 foot or higher: **Yes**
- Steel Toe Shoes: **No**
- Safety Glasses: **Recommended however, not required**
- Fish Tape and/or Glow Rods: **No**
- Surface Run of Cables: **No**
- Conduit and/or Raceways: **No**
- Buried and/or Surface Run Conduit with, Draw String: **No**
- 2nd Technician (Safety Man at base of Lift or Ladder): **Yes**
- Due to COVID-19 ADT Commercial Safety Policy requires **Face Mask, Hand Sanitizer & Social Distancing: No**

The Customer is responsible for providing the following prior to & no later than the day the of Installation:

- Provide immediate access to all areas of the premise as involves ADT Commercial conducting the Scope of Work as described

- Provide Electrician to install a 20amp Circuit with, Lock and Labeled "FIRE" as to be "Dedicated to the Fire/Burglary System and run power cable in conduit with, connection from the 20amp Circuit to the Fire Alarm Control Panel & Notification Appliance Circuit (Power Supply)

Customer's Initials: _____

ADT Commercial Scope of Work:

- Prepare & Pull the Putnam County Fire Permit & NOC
- All listed Fire & Burglary Alarm Equipment as Quoted is to be installed in full compliance with, the Manufacturer Engineered Specifications, NFPA101 Life Safety, NFPA72 National Alarm & Signaling, NFPA70 National Electric, Building Code Standards and Local Ordinances
- All listed Fire & Burglary Alarm Equipment as Quoted will be installed within the specific areas of the premise as marked on the premise floor plan
- All Burglary Sensors are to be visually labeled with, their individual supervised point # as to match the premise floor plan
- All Fire Sensors are to be visually labeled with, their individual supervised point # as to match the premise floor plan
- The Customer's Electrician is to install a 20amp Circuit (dedicated to the Fire/Burglary Alarm System) with, Lock & Labeled "FIRE" the Electrician is to run power cable in conduit from the 20amp Circuit with, connection to the FACP & NAC Power Supply
- Program the Burglary System to function & operate separate from and independently from the Fire System per Edition 9 Code include: Individual User Codes, Common Duress Code, Description with, Location of each, Door Contact and Motion Sensor
- Program Commercial Fire System to function & operate separate from and independently from the Burglary System per Edition 9 Code include: user code, description with, location of each, manual fire pull station & smoke and/or heat sensor
- Run 14/2 solid, NAC Cable with, connection from the Control Panel & NAC Power Supply in/out of each, Strobe & Horn/Strobe
- Send Test Signals with, Confirmation from each, Fire & Burglary point to the ADT Commercial Central Monitoring Center (CMC)
- Schedule the final Test Inspection with, the Putnam County Fire Inspector upon passing, "TAG" the FACP, complete the Test Inspection Documents placing a copy inside the "Systems Document Box" as to be mounted near the FACP per NFPA72 National Alarm & Signaling Code Standards
- Train the Customer and Authorized Staff in all keypad functions and operation the Customer or Authorized Staff are to call (877) 776-1911 for ADT Commercial Customer Service to schedule Service Ticket when/as needed, discuss invoices however, for additional assistance such as; over the phone additional training, programming, trouble shooting (prior to scheduling a Service Ticket) the Customer "must" ask, to speak with, a "Level" 2 or 3 Technician in the Tech Support Department in the event the Technician is unable to provide a solution over the phone then, they can schedule a Service Ticket
- The Customer will incur out of pocket expense for:

1. Altering/Changing/Restoring Programming these, are not covered by the Maintenance Agreement

2. Replacing Batteries, this is not covered by the Maintenance Agreement

3. Repairing or Replacing Equipment that has been damaged by "Vandalism", vandalism can/does include anyone including Customer Staff that cut cables, disconnect, moving, altering the placement of equipment and/or cables - ADT Commercial is the Monitoring Company and as such has liabilities involving the Alarm System thus only ADT Commercial Technician or Authorized Sub-Contractors as factory/industry trained, licensed and certified are to service, repair the system to restore it to full operational status - such damages are not covered by the Maintenance Agreement

4. Damage(s) caused by an Act of Nature (GOD) these are not covered by the Maintenance Agreement

- The Customer's Services include ADT Commercial "Maintenance Agreement" that provides all labor, materials ie; cables, connectors, fittings, fasteners, equipment ie; sensors, control panel, power supply, keypads, notification equipment that have been assessed by the ADT Commercial Technician as being damaged by normal wear/tear

System Design Name:	Town of Pomona Park, 370 Pleasant St., Pomona Park, FL Burglary	Job #:	
Equipment Ownership:	Customer Owned		
Warranty Period:	90 Days		

Services

Town of Pomona Park, 370 Pleasant St., Pomona Park, FL Burglary

Monitoring	Monitored Partitions: 1
	Burglary
	Duress
Service Plan	ADT Protection Plan

Test & Inspections

Category	Component	Quantity	Frequency
Burglary Alarm Inspection	Inspection Burglary Alarm Initiating Devices	5	Annual

Equipment List

Qty	Description	Included in Service Plan
1	Keypad, LCD, Green Backlight, numeric keys, white, ADT logo	Yes
1	WIRELESS HIGH POWER RECEIVER For XT Panel STING	Yes
2	Hidden Wire Surface Mount Contact	Yes
3	Overhead Contact W/L Bracket And 36 Inch Armored Lead	Yes
5	UNIVERSAL WIRELESS TRANSMITTER external contacts only	Yes

Summary of Charges

Equipment & Installation Total	\$2,542.00
Estimated Taxes	\$0.00
Monthly Fee	\$50.00

Scope Of Work

Scope of Work

Reference to: Install Commercial Fire/Burglary Alarm System in New Maintenance Building as located at;

Town of Pomona Park

370 Pleasant Street

Pomona Park, FL 32181

NOTE: No other equipment, materials, services nor labor is implied nor to be presumed by either, the Customer (Town of Pomona Park) nor ADT Commercial other than specifically listed & described in writing within the ADT Commercial Contract or Contract Rider as to be reviewed, signed & mutually approved by both, the Customer's Authorized Representative (Jeff Bernard & Bruce Wilford) & ADT Commercial prior to ADT Commercial conducting the Scope of Work as described

On-Site Contact:

Name: Jeff Bernard or Bruce Wolford

Phone: (507) 995-2879 Cell Phone

Email: maintenance@pomonapark.com

23

Person(s) as to receive Training are to be present the day the Installation is completed:

Name: Jeff Bernard

Name: _____

Name: _____

On-Site Survey & System Design to install the Commercial Fire & Burglary Alarm System as quoted to include activation of Fire/Burglary Services:

- Single-Story, Commercial Shop Building
- 10' AFF Open Ceiling to the Roof
- Building is Newly Constructed
- Customer is to provide Electrician to install a 20amp Circuit with, Lock and Labeled "FIRE" as to be "Dedicated to the Fire/Burglary System and run power cable in conduit with, connection from the 20amp Circuit to the Fire Alarm Control Panel & Notification Appliance Circuit (Power Supply)

Description of Building Structure:

- Exterior Wall Structure: **Frame**
- Interior Wall Structure: **Open Frame**
- Ceiling Type: **Open Ceiling to Roof**
- Ceiling Height: **10' AFF bottom of truss**
- Attic: **No**
- Attic Accessible: **No**
- Basement/Crawl Space: **N/A**
- Basement/Crawl Space Accessible: **N/A**

OSHA & ADT Commercial Safety, Tools, Equipment, Additional Personnel:

- Hard Hat: **No**
- Safety Harness: **No**
- Scissor Lift or Boom Lift: **No**
- Extension Ladders 12 foot or higher: **Yes**
- Steel Toe Shoes: **No**
- Safety Glasses: **Recommended however, not required**
- Fish Tape and/or Glow Rods: **No**
- Surface Run of Cables: **No**
- Conduit and/or Raceways: **No**
- Buried and/or Surface Run Conduit with, Draw String: **No**
- 2nd Technician (Safety Man at base of Lift or Ladder): **Yes**
- Due to COVID-19 ADT Commercial Safety Policy requires **Face Mask, Hand Sanitizer & Social Distancing: No**

The Customer is responsible for providing the following prior to & no later than the day the of Installation:

- Provide immediate access to all areas of the premise as involves ADT Commercial conducting the Scope of Work as described
- Provide Electrician to install a 20amp Circuit with, Lock and Labeled "FIRE" as to be "Dedicated to the Fire/Burglary System and run power cable in conduit with, connection from the 20amp Circuit to the Fire Alarm Control Panel & Notification Appliance Circuit (Power Supply)

Customer's Initials: _____

ADT Commercial Scope of Work:

- Prepare & Pull the Putnam County Fire Permit & NOC
- All listed Fire & Burglary Alarm Equipment as Quoted is to be installed in full compliance with, the Manufacturer Engineered Specifications, NFPA101 Life Safety, NFPA72 National Alarm & Signaling, NFPA70 National Electric, Building

Code Standards and Local Ordinances

- All listed Fire & Burglary Alarm Equipment as Quoted will be installed within the specific areas of the premise as marked on the premise floor plan
- All Burglary Sensors are to be visually labeled with, their individual supervised point # as to match the premise floor plan
- All Fire Sensors are to be visually labeled with, their individual supervised point # as to match the premise floor plan
- The Customer's Electrician is to install a 20amp Circuit (dedicated to the Fire/Burglary Alarm System) with, Lock & Labeled "FIRE" the Electrician is to run power cable in conduit from the 20amp Circuit with, connection to the FACP & NAC Power Supply
- Program the Burglary System to function & operate separate from and independently from the Fire System per Edition 9 Code include: Individual User Codes, Common Duress Code, Description with, Location of each, Door Contact and Motion Sensor
- Program Commercial Fire System to function & operate separate from and independently from the Burglary System per Edition 9 Code include: user code, description with, location of each, manual fire pull station & smoke and/or heat sensor
- Run 14/2 solid, NAC Cable with, connection from the Control Panel & NAC Power Supply in/out of each, Strobe & Horn/Strobe
- Send Test Signals with, Confirmation from each, Fire & Burglary point to the ADT Commercial Central Monitoring Center (CMC)
- Schedule the final Test Inspection with, the Putnam County Fire Inspector upon passing, "TAG" the FACP, complete the Test Inspection Documents placing a copy inside the "Systems Document Box" as to be mounted near the FACP per NFPA72 National Alarm & Signaling Code Standards
- Train the Customer and Authorized Staff in all keypad functions and operation the Customer or Authorized Staff are to call (877) 776-1911 for ADT Commercial Customer Service to schedule Service Ticket when/as needed, discuss invoices however, for additional assistance such as; over the phone additional training, programming, trouble shooting (prior to scheduling a Service Ticket) the Customer "must" ask, to speak with, a "Level" 2 or 3 Technician in the Tech Support Department in the event the Technician is unable to provide a solution over the phone then, they can schedule a Service Ticket
- The Customer will incur out of pocket expense for:

1. Altering/Changing/Restoring Programming these, are not covered by the Maintenance Agreement

2. Replacing Batteries, this is not covered by the Maintenance Agreement

3. Repairing or Replacing Equipment that has been damaged by "Vandalism", vandalism can/does include anyone including Customer Staff that cut cables, disconnect, moving, altering the placement of equipment and/or cables - ADT Commercial is the Monitoring Company and as such has liabilities involving the Alarm System thus only ADT Commercial Technician or Authorized Sub-Contractors as factory/industry trained, licensed and certified are to service, repair the system to restore it to full operational status - such damages are not covered by the Maintenance Agreement

4. Damage(s) caused by an Act of Nature (GOD) these are not covered by the Maintenance Agreement

- The Customer's Services include ADT Commercial "Maintenance Agreement" that provides all labor, materials ie; cables, connectors, fittings, fasteners, equipment ie; sensors, control panel, power supply, keypads, notification equipment that have been assessed by the ADT Commercial Technician as being damaged by normal wear/tear

All prices quoted and any other offers made in this Proposal are valid for thirty (30) days from the date of this Proposal, after which they are automatically withdrawn and this Proposal shall be void.

All prices set forth in this Proposal are based on the assumption that Customer will countersign this Proposal and this Proposal will be the operative document between the parties. If instead of countersigning this Proposal, Customer submits a different document for consideration (such as a purchase order or contract), then legal review will be necessary and the prices set forth in this Proposal will be increased accordingly.

Except in the case where the "Rough Order of Magnitude Only" box is checked above, all pages of the Proposal must be initialed and/or signed where indicated and returned. Proposals returned with missing pages, initials or signatures shall be void.

Appendices	
The following appendices are incorporated into the Proposal:	
<input checked="" type="checkbox"/> Appendix 1: Warranty	<input checked="" type="checkbox"/> Appendix 7: Monitoring Agreement
<input checked="" type="checkbox"/> Appendix 2: General Terms and Conditions	<input type="checkbox"/> Appendix 8: Brivo Hosted AVC and Video Terms and Conditions
<input type="checkbox"/> Appendix 3: NASPO Terms and Conditions	<input type="checkbox"/> Appendix 9: Avigilon Terms and Conditions
<input type="checkbox"/> Appendix 4: ATM Install Terms and Conditions	<input type="checkbox"/> Appendix 10: Special Provisions
<input type="checkbox"/> Appendix 5: ATM Software Support Agreement	<input type="checkbox"/> Appendix 11: Rekor Products Terms and Conditions
<input checked="" type="checkbox"/> Appendix 6: Recurring Services Terms and Conditions	<input type="checkbox"/> Appendix 12: LiveView Technologies (LVT) Terms and Conditions

Master Agreement
<input checked="" type="checkbox"/> Customer and ADT are not parties to a Master Agreement (or similar document). This Proposal is governed by all terms and conditions as checked in the Appendices Section.
<input type="checkbox"/> Customer and ADT are parties to a Master Agreement (or similar document). This Proposal is governed by the terms and conditions of such Master Agreement. However, any terms and conditions, and special provisions as checked shall apply to the Proposal as well. Items listed in this Proposal as having no warranty are applicable to this Proposal as well. In the event of any conflict between the Master Agreement and the checked provisions of this Proposal and/or any "no warranty" items in this Proposal, the provisions of this Proposal shall prevail. If Customer is not the end user (that is, if there are additional parties as set forth in the "Contract Chain" above), then Appendix 10 must be included in this Proposal. If Appendix 10 is not so included, this Proposal shall be void. Such a Master Agreement (or similar document) does not apply if NASPO is checked on this Proposal.

APPENDIX 1 - WARRANTIES

EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH BELOW, ADT EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

GENERAL WARRANTY

ADT warrants that the work and services to be performed pursuant to the Proposal will be completed by qualified personnel possessing the knowledge and capability to perform such work and services, and that such work and services shall be performed by such personnel in a professional and workman like manner. Where the Proposal includes the provision of "professional" Services by ADT (services that are required to be performed by a licensed engineer, architect, or other professional), the standard of care for such Services shall be the care and skill ordinarily employed by members of the profession practicing under similar conditions at the same time and locality of the relevant Services.

LIMITED WARRANTIES

Equipment. ADT warrants equipment sold under the Proposal for a period of 90 Days.

Installations. ADT warrants installation of equipment for a period of 90 Days beginning at Substantial Completion (excluding software defects).

Software Installation. ADT warrants software installation and programming by ADT for a period of 90 Days beginning at Substantial Completion (excluding software defects).

ATM Services. ADT warrants installation of ATM equipment and other ATM-related services (excluding test and inspection services) for a period of 90 Days beginning at Substantial Completion.

As used herein, "Substantial Completion" is defined as the stage that the work is sufficiently complete so that the Customer has beneficial use of the equipment and/or premises involved in the work. For a project involving multiple phases or facilities, Substantial Completion shall be determined, and the limited warranty shall run, for each phase or facility separately. Substantial Completion excludes commissioning.

During the warranty periods set forth above, ADT will at its cost, repair or, at its option, replace, any defective part of the equipment ADT installs or service ADT performs. ADT may, at its option, use new or reconditioned parts for replacements.

We perform repair services only during our normal working hours which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays. IF YOU REQUEST US TO PERFORM REPAIR SERVICES OUTSIDE OF OUR NORMAL WORKING HOURS, THEN WE MAY REQUIRE YOU TO PAY FOR OUR

SERVICES AT OUR THEN-CURRENT RATES FOR LABOR.

26

ADT Service Plan/Extended Service Plan. Subject to the limitations and exclusions set forth in this Appendix 1, if Customer has subscribed to an ADT Service Plan/Extended Service Plan, then in lieu of the Limited Warranties set forth herein, ADT shall, at its cost, perform such repairs as set forth in the ADT Service Plan/Extended Service Plan for the term of such plan.

NO WARRANTY

Software Upgrades. Purchases of Software Upgrades have no warranty from ADT. Notwithstanding anything to the contrary in the Proposal or in any Master Agreement between the parties, any liability of ADT related to software upgrades pursuant to the Proposal shall be limited to the Total Price set forth in the Proposal.

Manufacturer Software Support and Services. Purchases of manufacturer software support and services have no warranty from ADT. A purchase of manufacturer software support may entitle Customer to software version upgrades. Any labor to install and commission the software upgrades is not included unless specifically set forth in the Proposal. Notwithstanding anything to the contrary in the Proposal or in any Master Agreement between the parties, any liability of ADT related to software upgrades pursuant to the Proposal shall be limited to the Total Price set forth in the Proposal.

Sprinklers. ADT does not warrant any sprinkler services (including but not limited to installation, testing, inspection, repair and maintenance) provided by ADT ("Sprinkler Work") against failures or against defects in the materials or workmanship provided. However, if any replacement part or item of equipment installed by ADT proves defective, ADT will extend to the Customer the benefits of any warranty ADT has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates then in effect. THERE ARE NO WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SPRINKLER WORK PERFORMED HEREUNDER, AND THE SOLE AND EXCLUSIVE REMEDY OF THE CUSTOMER FOR FAILURES OR DEFECTS IN THE SPRINKLER WORK PERFORMED IS TO HAVE THE SPRINKLER WORK REDONE AT THE CUSTOMERS EXPENSE.

Electronic Article Surveillance (EAS) and Security Gates.

- a. Customer acknowledges that installation and services of EAS or security gate equipment may require cutting, fastening or bolting to their premise floor, walls and/or ceilings. ADT does not warrant and disclaims responsibility for repair of floor, floor coverings, walls, wall coverings, ceilings, ceiling patching, painting, matching of finishes, restoration or replacement, or for related expenses.
- b. ADT will reimburse Customer expenses for floor excavation, cutting, and refinishing for repairs to system required during the warranty period, but not for floor covering, carpet or tile restoration or replacement.
- c. For service required after the warranty period, Customer assumes all cost of repair, including but not limited to, floor excavation and refinishing, regardless of the reasons for such repair.

eSRG. Consulting services performed by the ADT eSRG team carry no warranty from ADT beyond the general warranty set forth above.

Design. Design services performed by ADT carry no warranty from ADT beyond the general warranty set forth above.

Monitoring Services. Monitoring Services carry no warranty from ADT. If applicable, see Appendix7 for additional information.

Hosted Services. Hosted Services carry no warranty from ADT. If applicable, see Appendix8 and Appendix 9 for additional information.

EXCLUSIONS

ADT's warranty does not include:

- a. Damage or malfunction due to accident, acts of nature (including lightning strikes), improper operation, power surge/loss, misuse, neglect, unauthorized modification or repair or use in a manner for which the equipment was not intended;
- b. Consumable items such as printer print heads or access cards, and items designed to fail in order to protect the equipment (such as fuses and surge suppressors);
- c. Technician services for troubleshooting, removing or replacing any failed component not covered by this warranty which may include upgrading or otherwise modifying and fixing Customer provided computer equipment;
- d. Any installation, maintenance, repair, service, relocation or alteration to or of, or other tampering with the equipment or replacement parts performed by any person or entity other than ADT without ADT's prior written approval, or any use of replacement parts not supplied by ADT, either of which shall void and cancel all warranties with respect to the affected products and/or Services.
- e. Software defects;
- f. Telephone line malfunctions or modifications to Customer's telephone service that render it incompatible with the equipment or the central station; and/or
- g. Normal wear and tear.

APPENDIX 2 – GENERAL TERMS AND CONDITIONS

27

1. Work and Services to Be Performed/Provided. ADT agrees to perform the work and provide the goods, software, licenses and services that are described in the Proposal. If the Proposal contains options, then ADT shall only perform those options that have been chosen by the Customer. All items to be performed pursuant to the Proposal are referred to herein as the "Services." ADT is solely responsible for choosing the manner and methods of performing the Services by its employees, agents, and/or independent contractors. Equal quality products, materials, and parts from different manufacturers may be substituted to overcome delivery problems or replacement of discontinued items. Substituted items will meet or exceed original parts specifications. Submittals, shop drawings, as-built record drawings and O&M documentation are excluded, unless specifically included in the Scope of Work or required by project specifications. Any such submittals, drawings and/or documentation shall be in Adobe Portable Document Format (PDF) only. The Proposal, when accepted by Customer, shall be considered the "Agreement" between the parties.

2. Reports. The Services may include prepared reports or other written deliverables (each, a "Report"). Customer may not necessarily agree with certain statements made, or positions taken by ADT in a Report. However, Customer acknowledges that by retaining ADT for the Services, Customer is relying on the opinions and expertise of ADT. ADT has no obligation to modify any Report to adopt a position that the Customer believes is more favorable or advantageous than prior statements made, or positions taken, by ADT. If Customer does not accept any such Report, ADT may withdraw from the engagement and Customer shall be obligated to compensate ADT for all Services (including the Report at issue) through the date of withdrawal.

3. Compensation and Payment Terms. Customer agrees to fully pay ADT any and all invoices and/or expense reimbursement requests within thirty (30) days of the date of any such invoice and/or reimbursement request. Extension of credit for billing is subject to approval of ADT's credit department and is not included in the Proposal. Any payment not received within thirty (30) days of an invoice or reimbursement request shall be subject to an additional charge at the rate of 1.5% per month of the outstanding balance due or the highest rate of interest permitted by applicable law, whichever is less. ADT may, at its discretion and without waiving any rights, elect to suspend performance of any and all work if any payment is not received within ten (10) days after the due date. In the event that any payment due ADT is collected at law or through, or under advice from, an attorney-at-law, or through a collection agency, Customer agrees to pay all costs of collection, including without limitation, all court costs and reasonable attorney's fees. If Customer opts to pay ADT for an invoice with a credit card, ADT reserves the right to add a 3% processing fee to the total cost of the work.

If the Proposal specifies fixed or lump sum pricing, the Total Price will be billed upon the completion of all Services performed.

If the Proposal specifies Time & Materials, GMP/GMAX/MACC, cost reimbursable, or cost-plus pricing, ADT will invoice Customer upon completion of all Services performed.

For ADT owned equipment, Customer shall pay ADT per the schedule set forth in the Proposal at the time and for the duration set forth in the Proposal.

4. Sales Taxes. Unless specifically itemized in the Proposal, estimated sales taxes and other taxes due to city, state, or county government applicable in the United States are not included in the Proposal. All such taxes shall be the responsibility of Customer. For services to be provided outside of the United States, all Value Added Taxes (VAT), General Service Taxes (GST), Consumption Taxes, Import/Export Duties, Withholding and any other taxes or fees due to a sovereign nation are excluded and are the responsibility of Customer.

5. Bonds. If payment and performance bonds are required by Customer in writing in advance of the execution of the Agreement by Customer, the total price set forth in the Proposal shall include an administration fee of 2.5% of what the total price would have been without such bond (excluding applicable sales tax). If such bond is not requested by Customer until after the execution of the Agreement by Customer, Contractor shall enter into a Change Order reflecting an administration fee of 2.5% of the total price of the Agreement (excluding applicable sales tax). ADT shall not be required to obtain any bonds until such Change Order has been executed by Customer.

6. Insurance. Certificates of Insurance are available upon Customer request. Upon Customer request, such COI shall name Customer and all other parties in the "Contract Chain" as additional insureds. Any customer-requested insurance beyond what ADT normally carries is excluded from the pricing in the Proposal and shall be paid for by Customer.

7. Schedule Dates. ADT shall diligently endeavor to make timely delivery and installation and otherwise to timely complete the Services according to a mutually agreed "Implementation Schedule." If no implementation schedule is developed or agreed upon, ADT shall diligently endeavor to complete the Services within a reasonable time. Except as expressly provided in the Proposal, ADT shall, under no circumstances, be deemed to be in default hereunder or be liable for damages, special, consequential, or otherwise, resulting from delays in delivery, installation, or other completion of the Services. Minor omissions or variances in performance of the Services, which do not materially and adversely affect the Customer's use of installed systems, equipment, goods, or materials, or the operation thereof, shall not be deemed to have postponed substantial or final completion. Unless otherwise arranged in writing, Services shall be performed during normal business hours (8:00 am to 5:00 pm, Monday – Friday, except holidays). Services performed outside of normal business hours will result in ADT's then current surcharges for such Services.

8. Installation / Site Conditions. For any Services to be performed on-site, ADT will arrange for such Services in accordance with specifications, drawings and instructions provided by Customer, which specifications and drawings are considered a part of this Agreement. Whenever applicable, suitable foundations, wall openings, curbing holes, pits, tunnels, culvert piping, grouting, surrounding masonry and concrete, canopies and architectural enclosures, and sun screens shall be constructed by others at Customer's cost. Unless otherwise set forth in the Scope of Work, Customer shall also provide at its own expense the power and lighting that is required for proper operation of any equipment. If, through no fault of ADT, ADT cannot proceed with the work within a reasonable time after delivery of the equipment and/or ADT's arrival at the work site, Customer shall pay ADT's actual expenses, including, but not limited to, additional service fees and any storage fees incurred by ADT in waiting to proceed or in returning to Customer's premises to perform the work. Customer shall notify ADT of any cancellations forty-eight (48) hours in advance of any scheduled service call. Failure to so notify will result in an additional service fee charged to Customer. Unless otherwise set forth in the Scope of Work, Customer shall secure and pay for any required building permits and governmental fees, licenses, and inspection necessary for the proper execution and completion of the installation of the equipment which are legally required at the time that the installation is done. Customer shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. In the event that ADT is required, in connection with the installation of the equipment, to do additional work either because Customer did not prepare the job site, or because the drawings, wiring, or other work done by Customer or for Customer by others, was not properly represented in the drawing supplied to ADT, ADT shall have the option of doing the additional work required to complete the job, and will charge Customer at ADT's current prevailing rates for such work, or, of abandoning the installation and being paid in full by Customer upon demand therefore. Any additional amounts so charged shall be due within ten (10) days of receipt of invoice by Customer. Customer represents to ADT that it has an interest in the real estate on which the equipment is to be installed and that has the authority to and hereby authorizes ADT to do the work as provided in this Agreement.

9. Ownership of Equipment. Ownership of any equipment installed pursuant to this Agreement shall be described in the "Transaction Type" Section of the Proposal. For an outright sale, equipment that is purchased by Customer shall become the property of Customer upon the later of installation (or delivery to Customer if the equipment is not to be installed) and payment in full as set forth in Section 3 hereof. Until the equipment becomes the property of Customer, we retain ownership of the equipment we install at your premises. For ADT owned equipment, ADT will retain ownership of all installed equipment. Upon termination of the Agreement (or portion of the Agreement pertaining to the equipment), ADT shall have the right to enter upon Customer's premises to either remove or disable such equipment. Failure to allow ADT to so remove or disable the equipment shall result in Customer being liable to ADT for: (a) ADT's reasonable charges for the equipment, and (b) reimbursement to ADT for any other costs (including reasonable attorneys' fees) incurred by ADT in seeking to gain access to remove the equipment and/or to collect such charges. ADT shall have no obligation to repair the premises after any such removal. ADT's removal, disablement or abandonment of such equipment does not constitute a waiver of ADT's right to collect any other charges due under the Agreement. If Customer has elected to finance the purchase of some or all of the equipment with a third party lender or leasing company, then title to the equipment may be held by Customer's lender/lessor as security for Customer's loan/lease obligations. The terms of Customer's agreement with the lender/lessor may require Customer to maintain insurance, may make Customer responsible for various other costs and fees, and may obligate Customer to pay the lender/lessor regardless of ADT's performance hereunder. ADT makes no recommendations on lending or leasing sources and is not responsible for Customer's selection of a lending or leasing source, or the terms of Customer's agreement with its lender/lessor, and ADT hereby disclaims any and all liability in connection with Customer's arrangements with its lender/lessor.

10. Changes to Services. Except as otherwise set forth in a separate Appendix to this Agreement, any changes to the Agreement or to the Services will be by written change order, amendment or rider signed by duly authorized representatives of Customer and ADT that describes the changes and sets forth the amount of money to be added or removed from the Total Price and/or the adjustment of time to complete the Services (a "Change Order"). ADT shall have no obligation to perform any change to Services in the absence of a Change Order. Customer may not cancel any equipment specially ordered for Customer or for labor and shipping costs already incurred. Customer shall be responsible for any restocking fees and shipping and handling charges incurred by ADT as a result of any requested changes to the Services. Change Orders shall include additional terms and conditions if the nature of the changes are outside of the scope of the original Agreement.

11. Price Increase. Customer agrees that the availability and price of certain materials and commodities (for purposes of this Section "Materials") worldwide, including but not limited to, oil, gasoline, steel, aluminum, wire and plastic products can be extremely volatile. ADT's pricing for this contract is competitive and has allowed for a reasonable escalation of Materials costs. Customer agrees however, that should the cost of Materials exceed five percent (5%) above the cost to ADT as of the date of this Agreement, ADT may supply a Change Order in writing or by e-mail for the increase in the cost of Materials as described above and the Customer agrees to approve and agree to pay the Change Order in writing or by email in no more than (10) ten calendar days of the email being sent to Customer. Further, the Parties agree that notwithstanding anything stated to the contrary in the governing terms and conditions, when circumstances as described above so require, CUSTOMER AGREES THAT IN THE EVENT CUSTOMER FAILS TO ACCEPT AND APPROVE THE CHANGE ORDER WITHIN (10) TEN CALENDAR DAYS AFTER ISSUANCE BY ADT, ADT WILL PROCEED, KEEP RECEIPTS OF ALL COSTS AND ADD THE INCREASE AS WELL AS A TEN PERCENT (10 %) ADMINISTRATIVE FEE TO ITS NEXT INVOICE TO CUSTOMER.

12. Duration of Agreement/Termination. The Agreement will be effective as of the date set forth on Page 1 of the Proposal and will remain in effect until the completion of the Services. However, except as set forth in a separate Appendix to this Agreement, the Agreement may be terminated early by either party upon giving thirty (30) days written notice to the other party. In addition to any other obligations of Customer set forth herein, for termination of the Agreement prior to the end of the term, the Customer agrees to pay ADT: (i) any outstanding fees and charges for Services rendered prior to termination; (ii) the costs for any materials, goods and equipment purchased or allocated by ADT for Customer; and (iii) any other costs incurred by ADT for Customer including but not limited to labor costs, mobilization costs, permits and fees. The foregoing shall not limit any other rights and remedies available to ADT pursuant to this Agreement or applicable law.

13. Disclaimer of Legal Advice. In the course of performing the Services, ADT may give advice or opinions regarding the impact of certain security and risk-related laws or regulations on the business of the Customer. However, Customer is hereby put on notice that ADT is not a law firm, it does not engage in the practice of law, and it does not render any legal advice. Customer is advised to seek its own legal counsel regarding any legal issues relating to its business, including issues relating to any Services. By entering into the Agreement, Customer specifically acknowledges this disclaimer and advice to consult with counsel set forth in this Section.

14. Confidentiality. Each party acknowledges that material and information which has or will come into its possession or knowledge in connection with this Performance or in the performance of the Services may consist of confidential and proprietary information of the other party, the disclosure of which to third parties would be damaging. Confidential information shall include any information relating to the identity of the party's customers, the nature of their relationship with their customers, the nature of the other party's business, or the rates charged by it to third parties. The parties agree not to make use of this information other than for the performance of the Agreement, to release it only to employees requiring such information and only after ensuring that such employees are aware of the terms of this Section, and not to release or disclose it to any other party other than as required by law. The parties further agree not to use any Services performed under the Agreement for advertising, portfolio, or other promotional purposes without the written consent of the other party. Confidential information shall not include any information that: (a) was, is, or becomes public information through no fault of the receiving party; (b) is in the possession of the receiving Party before the commencement of this Agreement where that party can provide written proof thereof; (c) is developed by ADT independently of the Customer; (d) must be disclosed pursuant to or as required by law or by a court or other tribunal of competent jurisdiction; (e) is disclosed to the receiving Party by a third party with a right to disclose such information; or (f) is disclosed by a party to a third party with the express written consent of the other party. This obligation of confidentiality shall survive termination of the Agreement for a period of three (3) years.

15. Intellectual Property. The parties acknowledge that one or both parties may have certain intellectual property rights that may be revealed or provided to the other party in accordance with the Agreement. Each party acknowledges that the Agreement does not grant any right or title of ownership in their respective intellectual property rights to the other unless specifically provided in the Agreement. Any intellectual property shall remain the originator's property unless otherwise provided in the Agreement.

16. Independent Contractors. ADT is an independent contractor and not an employee, agent, joint venture, or partner of Customer. Nothing in this Agreement shall be interpreted or construed to create or establish the relationship of employer and employee between the parties or any employee or agents of ADT. Since ADT is an independent contractor to Customer, ADT shall retain the right to perform work and services for other parties during the term of this Agreement. Neither party shall have the power, nor shall either party represent that it has the power, to bind the other party to or to assume or create any obligations, express, or implied, on behalf of the other party. Customer will not provide fringe benefits, including, but not limited to, life, disability, and health insurance, paid vacation, worker's compensation, or any other employee benefits, for the benefit of ADT's employees, agents, or independent contractors.

17. Indemnification. Each party agrees to indemnify, defend, and hold harmless the other party from and against any and all claims, actions, suits, liabilities, costs, and expenses (including attorney's fees) brought against either of them for or on account of bodily injury (including death) or property damage, to the extent that such claims, actions, suits, liabilities, costs, and expenses (including reasonable attorney's fees) arise out of or result from the negligent or willful acts or omissions of the indemnifying party, its employees, agents, or independent contractors, in the performance of its obligations under this Agreement. By entering into the Agreement, Customer acknowledges that the indemnity obligations in this Section were mutually negotiated.

18. Limitation of Liability. Notwithstanding any contrary provision of the Agreement, Customer expressly agrees that in no event shall ADT's liability to Customer or any third party for any claim based on any legal theory in connection with any acts, omissions, defects, errors, delays and/or interruptions relative to the Services, goods and/or materials provided by ADT exceed the total amount paid by Customer to ADT pursuant to the Agreement, or, in the case of recurring services, monitoring services or hosted services, the total amount paid by Customer to ADT for such Services in the preceding six (6) month period.

19. Mutual Waiver of Consequential Damages. ADT and Customer waive claims against each other for consequential damages arising out of or relating to this

Agreement. This mutual waiver includes damages incurred by the Customer for loss of use, income, profit, loss by reason of facility shut down or fluctuation in facility service or operation, loss of electronic or other data, Customer claims, or other economic loss or personal injury in connection with or arising out of the existence, furnishing, functioning or use of the work, Services, goods, and/or materials provided by ADT, including any damages arising from any theft by a third party.

20. Assignment. Neither Customer nor ADT may assign this Agreement or the obligations created thereby without the prior written consent of the other party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, ADT may assign this Agreement to a company under common ownership or control and may subcontract with third parties to perform any or all of its obligations under this Agreement.

21. Binding on Successors. Subject to any restrictions stated in any other provision of the Agreement, the Agreement will be binding on and will inure to the benefit of the Parties and their respective successors and permitted assigns. None of the provisions of the Agreement are intended to provide any rights or remedies to any person (including without limitation any employees, customers, or creditors of either of the parties hereto), other than the Parties and their respective successors and permitted assigns.

22. Severability. In the event that any of the provisions of the Agreement should be held invalid or unenforceable by law, such invalidity or unenforceability will not affect the validity or enforceability of any other provision of the Agreement.

23. Entire Agreement. The Agreement contains the entire agreement between the parties with respect to the subject matter of the Agreement and supersedes any and all prior oral and/or written understandings and agreements. There are no oral or written agreements, representations, or understandings by or between the parties affecting the Agreement or related to the Services to be performed by ADT. By entering into the Agreement, each Party is relying solely on its own judgment, investigation, and advice, and such other investigation, advice, legal counsel, and technical consultation as it deems appropriate.

24. Non-Solicitation. Customer and ADT agree that ADT has made an investment in its employees and subcontractors ("Personnel") which is not easily measured or ascertained. Should Customer (or any of its subsidiaries or divisions) hire such Personnel, ADT shall be damaged in an amount that cannot be easily measured. Therefore, Customer agrees to pay to ADT as liquidated damages the amount of thirty-five percent (35%) of the annual gross salary of such Personnel (which shall be calculated by multiplying by twelve (12) the monthly salary on the last day of the Personnel's employment) in the event that Customer (or any of its subsidiaries or divisions) hires such Personnel at any time during the term of this Agreement or within three (3) years after the termination of this Agreement. The Parties agree that the liquidated damages specified in this section are a reasonable forecast of just compensation to ADT and not a penalty or punitive amount.

25. Governing Law and Attorney's Fees. The parties knowingly, expressly, and willingly, and as a matter of agreed-upon risk allocation, agree that all disputes under or relating to this Agreement or otherwise shall be decided in accordance with the substantive laws of the State where the Services are performed without regard to the conflict of laws provisions thereof. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be resolved through binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules in the location closest to where the Services are performed, and judgment on the award rendered by the arbitrator(s) may be entered exclusively in the Superior Court of the County where the Services are performed, and by entering into the Agreement, Customer and ADT voluntarily consent to jurisdiction in such court. The substantially prevailing party in the arbitration shall be entitled to recover its reasonable attorneys' fees, costs (including arbitration and collection costs), and expenses incurred in connection therewith.

26. Force Majeure. ADT shall not be responsible for any delays or costs caused by acts of God (such as fires, earthquakes, floods, hurricanes, tropical storms, tornadoes, explosions and other severe acts of nature or weather), war, revolutions, acts of terrorism, epidemics, pandemics, contagions, acts of governmental authorities such as expropriation, condemnation, quarantining, executive orders and changes in laws and regulations, raw material shortages, component shortages, strikes, labor disputes or for any other cause beyond ADT's reasonable control. ADT shall be entitled to a Change Order and reimbursement for all demonstrable costs incurred due to Force Majeure and an extension of time equivalent to the delay caused by Force Majeure. The parties expressly agree that any delays or costs caused by or related to COVID-19, foreseeable or not, shall be considered a Force Majeure event for purposes of this Agreement.

27. Customer Cooperation. Customer shall permit or arrange for reasonable access to the premises by ADT's design, installation, and maintenance personnel. Customer shall cooperate with ADT in obtaining any and all necessary consents and waivers from the owner of the Premises in connection with the Services and shall supply all supplemental equipment and facilities necessary for the installation, such as structural changes, conduits, back boxes, commercial power electrical wiring, outlets, and associated equipment, equipment room(s), and necessary operating environment as specified by the manufacturers of any goods or equipment to be installed. This pricing specified in the Agreement is based upon Customer's premises and facilities being available to allow ADT to perform continuous, uninterrupted work between 8:00 am and 5:00 pm, Monday through Friday, pursuant to a prearranged schedule. Customer shall provide free and clear access to all work areas including the removal of furniture, shelving, and other impediments. Additional labor will be billed if ADT's labor schedule is altered or unscheduled overtime is required by reason of ADT's inability to have access to the premises and facilities.

28. Risk of Loss. This Section shall govern risk of loss of goods, materials and equipment notwithstanding ownership of the same pursuant to Section 9 hereof. ADT shall bear the risk of loss or damage to the goods, materials, and equipment while the same are in transit until delivery to Customer's premises. ADT shall be responsible for loss or damage to the goods, materials, and equipment during testing or installation to the extent directly caused by ADT's employees or agents, but not by others. Customer shall be responsible for security and proper storage of goods, material, and equipment after delivery to Customer's premises and shall be responsible for loss or damage. For ADT owned equipment, Customer shall keep all installed and uninstalled equipment owned by ADT insured against all risks of loss in an amount equal to the replacement cost and, at ADT's request, list ADT on the policy as the "loss payee."

29. Delays. ADT will not be responsible for delays and damages due to delays either by Customer or other contractors that impede progress and scheduling of the Services. Any such delays that cause ADT to incur more labor hours to complete the Services or overtime hours than was originally bid will be the subject of an equitable adjustment to the Contract Price and Customer shall pay the same. ADT will give appropriate notice when possible to the Customer prior to either the Customer or ADT incurring such charges. ADT shall be reimbursed for all costs incurred by ADT or its subcontractors due to work by others that alters or delays the Services, whether before, during, or after ADT has started performing the Services.

30. Hazardous Materials. Hazardous materials abatement is excluded. This includes, but is not limited to asbestos and lead and any other materials defined as being radioactive, infectious, hazardous, dangerous, or toxic by any federal, state, or local statute, regulation, or ordinance. If ADT encounters hazardous materials, it will immediately stop work in the affected area (as determined in ADT's discretion) until remediated by Customer. Customer agrees it will indemnify and hold ADT, its employees, officers, directors and affiliates harmless from and against any claim, suit or proceeding and loss or liability arising from or related to any toxic substance, pollution or contamination that ADT does not bring to or generate on the Project site to the proportionate extent such claim, suit or proceeding or loss or liability is associated with such hazardous waste, toxic substance, pollution or contamination, including but not limited to bodily injury (including death) to persons, damages to property, disposal and replacement costs for contaminated equipment and materials, fines and other remediation costs, and damage and/or loss of natural resources.

31. Systems Management, Optimization, Maintenance, and Backup. Unless ADT is specifically hired to perform security systems management, administration, optimization, maintenance or data backups and such work is specified in the Scope of Work, these tasks must be performed by others and will not be performed by ADT. Customer assumes all responsibility for performance of these mission critical tasks and assumes all responsibility for ensuring that any equipment will perform as anticipated in any of Customer's systems. Customer warrants that, if applicable, it has all necessary bandwidth (wired or wireless) to accommodate all equipment covered under this Agreement. ADT's Work does not include maintaining copies of Customer system configuration or user databases for any systems, unless Customer specifically hires ADT to do so under a Performance Optimization, Data Management and Backup, or Maintenance Program. ADT also does not keep copies of Customer system administrator passwords. If the information referenced above is lost by Customer, access to

30

applications may not be possible, and Customer may be required to perform extensive software and or database rebuilds. Customer hereby acknowledges and accepts full responsibility for all tasks outlined in this section, and further acknowledges that ADT is not responsible for loss of data, integrity, passwords, system configuration, databases, backups, or other information.

32. Wireless Devices. Customer acknowledges and agrees that any wireless devices, including but not limited to, wireless local area network (WLAN or WiFi) networks and paths, wireless motion detectors, wireless smoke detectors, wireless door and window contacts, wireless home automation transmitters, and other wireless devices installed under this Agreement are not physically connected to the system (e.g., by electrical wire) and require a radio frequency network or path to operate. THESE WIRELESS DEVICES WILL NOT OPERATE, AND ANY ALARM WILL NOT SOUND, IF THE RADIO FREQUENCY NETWORK OR PATH IS IMPAIRED, INTERRUPTED, OR BECOMES INOPERABLE FOR ANY REASON WHATSOEVER. THESE WIRELESS DEVICES MAY USE FREQUENCIES AND SIGNAL PATHS THAT ARE NOT ENCRYPTED, AND ARE THUS SUBJECT AND VULNERABLE TO, INTERRUPTION, INTERCEPTION, INTERFERENCE, CORRUPTION, ALTERATION, BLOCKAGE, MANIPULATION, AND TAMPERING. It is Customer's sole responsibility to maintain all wireless local area network (WLAN or WiFi) networks and paths. ADT recommends that Customer regularly inspects any wireless network and wireless devices and test them weekly to help maintain continued operation. ADT also recommends that Customer carefully reads and follows the owner's manual, instructions and warnings for all equipment, including all wireless devices.

33. Notices. Any and all notices permitted or required to be given under this Agreement shall be in writing and shall be deemed duly given: (i) upon actual delivery if delivery is by hand or by nationally recognized overnight express mail; or (ii) upon receipt by the sending party of a confirmation or answer back if delivery is by email, or (iii) after three (3) days following delivery into the mail if delivery is by postage paid certified return receipt requested mail. Each such notice shall be sent to the respective party at the address indicated on the first page of this Agreement or to any other address or person that the respective party may designate by written notice delivered pursuant hereto.

34. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement, (ii) technical data, (iii) software, (iv) information, or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify, and save harmless ADT from and against all third-party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by ADT as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement.

35. Software. Any software provided with the Equipment or in connection with the Services is proprietary to ADT and/or ADT's supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated Equipment with which it was furnished. A separate Software License Agreement or End User License Agreement between ADT and/or the software publisher may be required to use the software and/or obtain updates/upgrades.

36. Third-Party Product. ADT is a reseller of third-party products, equipment, software, and services ("Product"). Third parties ("TP") may require separate end user license agreements to be entered into between Customer and the TP, or stipulate as a condition of Product sale to Customer in their agreement with ADT or its published Product documentation, limitations as to warranty, use, liability, data security standards, performance metrics, continuity, compliance with law, etc. (all "EULA"). Customer is solely responsible for abiding by the terms of the EULA and shall indemnify, defend and hold ADT harmless from any of Customer's failures to abide by the EULA. Customer acknowledges EULA may restrict and obviate TP liability for data breach, performance, defect, and other claims. Customer agrees, regardless of any language to the contrary in the contract between Customer and ADT, that Customer shall to the same extent as for TP under the EULA indemnify, defend and hold ADT harmless from any claims arising from or relating to the Product. Except as expressly set forth herein, ADT makes no representation or warranty, and disclaims any representation and warranty, regarding any Product. Without limiting the foregoing, Customer agrees to indemnify, defend and hold harmless ADT from any claims, actions, suits, liabilities, costs, and expenses (including attorney's fees) arising from or relating to any alleged or actual compromise, unauthorized access, disclosure, theft, loss, or unauthorized use of Customer information or data arising from or relating to the Product.

37. Survival. Those provisions which by their sense are intended to survive the cancellation, expiration or termination of the Agreement, including, by way of example only, the indemnification and limit of liability obligations contained therein, shall survive the cancellation, expiration or termination of the Agreement for whatever reason.

38. Waiver. The waiver, by either party, of a breach or violation of any provision of this Agreement shall not operate as, or be considered, to be a waiver of any subsequent breach thereof.

APPENDIX 6 – RECURRING SERVICES TERMS AND CONDITIONS

In addition to the terms and conditions set forth in Appendix 2, this Appendix contains terms and conditions applicable to recurring services provided by ADT to Customer other than the services set forth in Appendices 7, 8 and/or 9. If the event of any conflict between Appendix 2 and this Appendix 6, the terms of this Appendix 6 shall prevail. This Appendix 6 does not apply to monitoring services and/or hosted services (see, if attached, Appendices 7, 8 and/or 9). Any terms and conditions set forth in a Master Agreement (or similar document) between the parties do not apply to recurring services.

1. Term. The initial term of this Appendix shall be for Sixty (60) Months (the "Initial Term"). The Initial Term shall begin on the date all equipment is installed and is operational, and when any necessary communications connection is completed. NOTE: Payment of all charges for installation and equipment is a precondition to the activation of the equipment and any recurring services the Customer has selected.

2. Auto Renew. Upon the expiration of the Initial Term, all selected recurring services shall automatically renew for successive terms of one (1) year each (each, a "Renewal Term"); provided that the Customer may, by providing written notice to ADT no less than thirty (30) (and no more than sixty (60)) days prior to the date of such auto renewal, cancel such auto renewal with respect to any of the selected recurring services.

3. Pricing Change. ADT may increase the charges for the recurring services after the first year of the Initial Term (but no more than once in any twelve (12) month period) by giving Customer thirty (30) days prior written notice.

4. Early Termination. In the event that the Customer terminates a recurring service during the Initial Term or during a Renewal Term, Customer shall pay to ADT, in addition to all other charges due prior to termination, the charges remaining to be paid for the unexpired portion of the Initial Term or Renewal Term (as the case may be) for such recurring service. Customer acknowledges and agrees that this amount is an agreed upon early termination charge in the nature of liquidated damages, and is not a penalty.

APPENDIX 7 – MONITORING

This Appendix shall be the exclusive terms and conditions applicable to monitoring services provided by ADT to Customer (referred to in this Appendix 7 as "Subscriber"). Appendices 2 and 3 do not apply to any such monitoring services, even if attached to the Proposal. Any terms and conditions set forth in a Master Agreement (or similar document) between the parties do not apply to monitoring services.

31

1. Scope of Agreement. ADT will provide (or cause to be provided) the alarm monitoring and notification services specified on the Proposal for the security alarm system at the location(s) shown in the Proposal. References in this Appendix 7 to ADT shall mean, as the case may be, ADT or the company retained by ADT to provide the alarm monitoring and monitoring services set forth herein.

2. Service to be Provided. The alarm monitoring and notification services to be provided shall be provided on a continuing twenty-four (24) hour basis seven (7) days a week. The monitoring and notification services shall consist of the receipt of signals from Subscriber's security alarm system and providing notification to Subscriber's designees as specified in this Appendix in the event of an alarm. The services shall be via cable, telephone lines, internet protocol, and/or radio/cellular.

3. Term. The initial term of this Appendix shall be for Sixty (60) Months (the "Initial Term"). The Initial Term shall begin on the date all equipment is installed and is operational, and when any necessary communications connection is completed. NOTE: Payment of all charges for installation and equipment is a precondition to the activation of the equipment and any recurring services the Subscriber has selected.

4. Auto Renew. Upon the expiration of the Initial Term, all monitoring services shall automatically renew for successive terms of one (1) year each (each, a "Renewal Term"); provided that the Subscriber may, by providing written notice to ADT no less than thirty (30) (and no more than sixty (60)) days prior to the date of such auto renewal, cancel such auto renewal with respect to monitoring services.

5. Pricing Change. ADT may increase the monitoring charges (for any or all locations covered by this Agreement) after the first year of the Initial Term for each such location (but no more than once in any twelve (12) month period) by giving Subscriber thirty (30) days prior written notice.

6. Early Termination. In the event that the Subscriber terminates any monitoring services during the Initial Term or during a Renewal Term, Subscriber shall pay to ADT, in addition to all other charges due prior to termination, the charges remaining to be paid for the unexpired portion of the Initial Term or Renewal Term (as the case may be) for such monitoring services. Subscriber acknowledges and agrees that this amount is an agreed upon early termination charge in the nature of liquidated damages, and is not a penalty.

7. Notification Services; Information Required from Subscriber. a) By subscribing to receive alarm monitoring services from ADT, Subscriber agrees to receive text notifications on his or her mobile device via ADT's Smart Alerts notification system subject to the Smart Alerts Terms of Service. Subscriber understands and agrees that additional fees may apply should Subscriber opt out of the Smart Alerts text notification service.

b) The Subscriber shall furnish to ADT and supplement and update Exhibit B, including a complete and accurate list of names and telephone numbers of all persons to be contacted by ADT in the event of an alarm (the "Notify List"). ADT shall be entitled to rely in full upon all information in the most recent signed and dated Notify List received from Subscriber, regardless of any earlier or later Notify List or other information provided. In order to modify the Notify List, Subscriber shall use the self-service customer portal to make any updates. Additional fees may apply for the following services: any changes to the Notify List made by ADT on behalf of Subscriber, system code changes and any special reports requested by Subscriber.

c) Upon receipt of an alarm signal from Subscriber, ADT shall promptly notify the person(s) or entity(ies) identified on the Notify List. Notification of Police (PD), Fire (FD), the alarm location (LOC), Guard Service (FR), and/or Subscriber's designated Responsible Party(ies) shall proceed in the order indicated on the Notify List. Where "RP" is designated, ADT shall notify the Responsible Parties identified on the Notify List, proceeding in the order listed until a Responsible Party responds with the correct Pass Code. If no Responsible Party responds, the "RP" notification shall be deemed complete when ADT has contacted each phone number listed on the Notify List. It is expressly agreed that ADT is entitled to rely on any direction provided by a Responsible Party who provides a correct Pass Code, including a direction to discontinue further notifications. ADT shall be deemed to have fully discharged any duty to the Subscriber under the Agreement when it has completed all notifications indicated in the Codes and Procedures. All notifications shall be by telephone using the phone number(s) listed unless otherwise indicated on the Notify List. Local governmental regulations and industry standards designed to reduce false alarms may result in conditions or restrictions on the dispatch of emergency response providers in response to an alarm, and such conditions or restrictions may result in delays of notification of authorities or require that additional measures be taken to verify the alarm before dispatch. We do not guarantee that such additional measures will be successful or that emergency response providers will be dispatched should an alarm occur.

8. Subscriber's Alarm Equipment. The Subscriber shall be solely responsible for the testing of all alarm equipment utilized on the Subscriber's premises and agrees that such equipment shall be maintained, operated, and tested regularly and in accordance with the manufacturer's recommendations. ADT's obligations under the Agreement exclude any testing, operation, or maintenance of Subscriber's equipment or systems. The Subscriber shall not maintain or use any devices that interfere with the effectiveness and/or functioning of the alarm system. Under no circumstances shall ADT be responsible or liable for the performance of any alarm equipment on the Subscriber's premises.

9. Limitation of Services. The services described herein are only deterrents and notifications. ADT does not guarantee that such deterrents will prevent theft, loss or damage. The Subscriber acknowledges that no representations have been made concerning the services to be rendered other than as specified in the Agreement. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, ADT MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE SYSTEM, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. ADT NEITHER REPRESENTS NOR WARRANTS: THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; THAT THE SYSTEM WAS DESIGNED TO OR WILL PREVENT ANY LOSS BY BURGLARY, HOLD UP, FIRE, PHYSICAL INJURY, MEDICAL CONDITION OF ILLNESS, OR OTHERWISE; OR THAT THE SYSTEM WILL PROVIDE THE DETECTION OR RESPONSE FOR WHICH IT IS INTENDED. SUBSCRIBER AGREES: THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY ADT SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; SUBSCRIBER REPRESENTS THAT SUBSCRIBER HAS NOT RELIED ON ANY STATEMENT, REPRESENTATION, ACTION, OR OTHER CONDUCT BY ADT IN ELECTING TO ENTER INTO THIS AGREEMENT OR THAT, ABSENT SUCH REPRESENTATION, SUBSCRIBER WOULD NOT HAVE ENTERED INTO THIS AGREEMENT. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO SUBSCRIBER. THIS AGREEMENT GIVES SUBSCRIBER SPECIFIC LEGAL RIGHTS, AND SUBSCRIBER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.**

10. Notification of Authorities. Upon receipt of an alarm signal from Subscriber, ADT shall notify persons and entities specified on the Notify List, and further may, but shall have no obligation to, notify police, fire, or other authorities not listed on Notify List. Subscriber shall promptly pay any costs, fees, fines or charges by any government or emergency response entity, including "false alarm" or similar, in connection with any notification of an alarm regardless of whether such government/entity is specified in the Codes and Procedures or the Notify List. ADT may invoice Subscriber for such costs, fees, fines or charges. Certain cities have policies that require alarm verification prior to dispatching emergency services. Subscriber is to inquire with the applicable municipality about any such verification requirements and what steps, if any, must be taken in the event of an alarm. **NOTE:** In jurisdictions where required, a Direct Connection to the Municipal Police, Fire Department or other Agency shown shall be provided. In addition, certain states require alarm verification before ADT can contact a law enforcement agency for alarm dispatch. Subscriber understands and agrees that signals transmitted hereunder will be monitored in Municipal Police and/or Fire Departments or other locations and that the personnel of such Municipal Police and/or Fire Departments or other locations are not the agents of ADT, nor does ADT assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. In certain states, Subscribers using the protected premise to store firearms or ammunition and which hold a valid federal firearms license as a manufacturer, importer, or dealer of firearms ammunition may opt out of the alarm verification process by contacting ADT.

32

11. Payments. Upon entering into the Agreement, Subscriber shall pay the amounts set forth in the Proposal for setup of the monitored alarm account, alarm monitoring fees (billable in advance), and any permit fees specified on Exhibit A. Subscriber shall be responsible for and shall reimburse ADT for all taxes, permits, fees, and fines, arising out of the monitoring services, including but not limited to (i) any costs, fees, fines or charges referenced in Section 10 hereof and (ii) any permit fees set forth on Exhibit A hereof, and/or (iii) any taxes imposed by any governmental agency.

12. Communications Media: Limitations. Subscriber recognizes that the alarm signals and communications contemplated under this Appendix are transmitted over telephone or other cable lines, internet protocol, or by radio/cellular, and the maintenance and performance of such lines, networks, or radio/cellular systems are beyond the control of ADT. Under no circumstances shall ADT be responsible or liable for any failure of performance or malfunction due to ineffective transmission through lines under the control of third parties, including but not limited to telephone companies, cable companies, other utilities, or due to malfunctioning radio systems.

13. Waiver of Consequential Damages; Limitation of Liability. IN NO EVENT WILL ADT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED. SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CERTAIN CIRCUMSTANCES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO SUBSCRIBER. SUBSCRIBER AGREES TO FILE ANY LAWSUIT OR OTHER ACTION SUBSCRIBER MAY HAVE AGAINST ADT OR ADT'S ASSIGNEES, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUBSIDIARIES, AFFILIATES OR PARENT COMPANIES WITHIN ONE (1) YEAR FROM THE DATE OF THE EVENT THAT CAUSED THE CLAIM, LOSS, DAMAGE OR LIABILITY. THE LIMITATION OF LIABILITY AS HEREIN SET FORTH IS KNOWINGLY FIXED BY THE PARTIES HERETO AS LIQUIDATED DAMAGE AND NOT AS A PENALTY. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE SERVICES PROVIDED UNDER THIS APPENDIX ARE SOLELY FOR SUBSCRIBER'S CONVENIENCE, AND ADT IS NOT AN INSURER OF SUBSCRIBER'S SECURITY OR ALARM SYSTEMS OR OF ANY FAILURE TO REPORT AN ALARM. SUBSCRIBER SHALL SEPARATELY OBTAIN ANY INSURANCE IT MAY DESIRE AGAINST SUCH RISKS. THE PRICING CONTEMPLATED IN THE AGREEMENT IS BASED ON ADT'S COST OF PROVIDING THE SERVICES AND DOES NOT TAKE INTO ACCOUNT ANY ASSUMPTION OF RISK OR RESPONSIBILITY BEYOND THE LIMITATIONS AGREED HEREIN. THE AGREED PRICING IS NOT SUFFICIENT TO WARRANT THE ASSUMPTION OF ANY RISK OF CONSEQUENTIAL OR OTHER DAMAGES TO THE SUBSCRIBER DUE TO ANY FAILURE TO PERFORM, FAILURE OF ANY EQUIPMENT OR SYSTEMS, FAILURE OF ANY ALARM TO BE RECEIVED BY ADT FROM THE SUBSCRIBER, OR BECAUSE OF ANY DELAY IN OR FAILURE OF ADT TO DISPATCH PUBLIC AUTHORITIES, FIRE, POLICE, OR OTHERS TO INVESTIGATE OR RESPOND TO AN ALARM. SUBSCRIBER SPECIFICALLY AGREES THAT ADT SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING OUT OF ANY ACTUAL OR ALLEGED FAILURE TO DETECT, REPORT, PREVENT, OR MITIGATE ANY EVENT WHICH HAS, MAY, OR SHOULD RESULT IN AN ALARM. ADT'S LIABILITY UNDER THIS APPENDIX, WHETHER BASED IN CONTRACT, TORT OR ANY OTHER THEORY OF RECOVERY, SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY SUBSCRIBER TO ADT UNDER THE AGREEMENT. THIS SUM SHALL BE SUBSCRIBER'S EXCLUSIVE REMEDY AND THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL LOSS, DAMAGE, INJURY OR DEATH, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTING DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY, FROM THE PERFORMANCE OR NONPERFORMANCE OF THE OBLIGATIONS IMPOSED BY THIS AGREEMENT, OR, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FROM THE NEGLIGENCE, ACTIVE OR OTHERWISE, OF ADT, ADT'S ASSIGNEES, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUBSIDIARIES, AFFILIATES OR PARENT COMPANIES. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT IN THE EVENT OF ANY EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER, ALL OF THE PROVISIONS, LIMITATIONS AND DISCLAIMERS HEREIN RELATING TO ADT LIABILITIES SHALL SURVIVE SUCH EXPIRATION OR EARLY TERMINATION. IF SUBSCRIBER WISHES ADT TO ASSUME A GREATER DOLLAR LIABILITY THAN PROVIDED FOR IN THIS AGREEMENT, SUBSCRIBER MAY OBTAIN FROM ADT A HIGHER LIMIT BY PAYING A HIGHER MONITORING CHARGE TO ADT. IF SUBSCRIBER ELECTS TO EXERCISE THIS OPTION, A RIDER SHALL BE ATTACHED TO THIS AGREEMENT, SETTING FORTH SUCH HIGHER LIMIT AND ADDITIONAL COST, BUT SUCH RIDER SHALL IN NO WAY BE INTERPRETED TO HOLD ADT LIABLE IN EXCESS OF SUCH PROVISIONS.

14. Events Beyond ADT's Control. Communication lines, cable, telephone lines, internet connections/protocols, radio/cellular systems or equipment and instruments used by ADT in the performance of its services may be destroyed or substantially damaged by fire or other catastrophes and ADT may be unable to secure or retain connections or privileges necessary for the transmission of signals between or among the alarm location, the ADT's facilities, any central monitoring station, Call List designees, police or fire dispatch centers having jurisdiction over the alarms, or other parties, all of which events are beyond ADT's control. ADT shall have no liability for events beyond its control. Should conditions beyond ADT's control, including but not limited to strike, flood, riot, fire, explosion, war, conflict, line damage, antenna failure, communications network failure, or other causes beyond the reasonable control of the ADT, hinder or prevent the performance of ADT's services, then ADT (upon learning of the issue) will notify the Subscriber as soon as is reasonably practical of the nature and extent thereof and the approximate anticipated duration. Upon such notification either party shall have the following options: (a) to proceed under this Appendix; or (b) to terminate this Agreement. If the Agreement is terminated, the Subscriber shall pay to ADT all fees and charges through the date of termination and the ADT shall refund any prepaid amount through the date of termination, less any equipment charges still due for ADT owned equipment. Upon such payment, the contractual relationship between the parties shall terminate.

15. Indemnity. SUBSCRIBER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS ADT FROM AND AGAINST ALL CLAIMS, INCLUDING THIRD PARTY CLAIMS, LIABILITIES AND DAMAGES (INCLUDING WITHOUT LIMITATION EXPENSES, COSTS AND ATTORNEYS' FEES) RELATING TO THE DESIGN, INSTALLATION, PERFORMANCE OR OPERATION OF THE SYSTEM, THE MONITORING OF THE SYSTEM, AND ANY RISKS, LOSSES, DAMAGES, INJURIES, DEATH OR OTHER EFFECTS OF ANY HAZARD OR EVENT THAT OCCURS AT OR AROUND THE PREMISES, INCLUDING, BUT NOT LIMITED TO, SUCH CLAIMS OR LIABILITIES THAT ARE BASED UPON THE NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, AND/OR STRICT LIABILITY BY ADT, OUR ASSIGNEES, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUBSIDIARIES, AFFILIATES OR PARENT COMPANIES. SUBSCRIBER'S INDEMNIFICATION OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

16. Integration. The terms and conditions stated herein constitute the final complete agreement between the Subscriber and ADT with respect to monitoring services. This Agreement may not be modified in any respect except by a subsequent writing executed by the Subscriber and ADT.

17. Subcontracting; Assignment. Neither party may assign the Agreement without the express prior written consent of both parties. ADT may, in ADT's sole discretion and without notice to Subscriber or any other person, provide to any actual or prospective assignee, purchaser, transferee, or participant, any information that ADT have or know pertaining to this Agreement. Subscriber acknowledges that this Agreement and particularly those paragraphs relating to ADT's disclaimer of warranties and limited liability and third party indemnification, inure to the benefit of, and are applicable to, any assignees and subcontractors with the same force and effect as they bind Subscriber to ADT. Subscriber further acknowledges that any assignees of this Agreement shall not be responsible for claims, liabilities, or damages which accrued prior to the date of assignment.

18. Governing Law. This Appendix shall be interpreted and construed in accordance with the laws of the State where the monitored premises are located.

19. Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement or the collection of any sums due hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in such action or proceeding, or on any appeal there from.

20. Notices. Notices, other than fee adjustments, shall be deemed given when delivered in person, delivered via reputable overnight courier service (such as FedEx or UPS) or delivered by USPS certified mail, return receipt requested, addressed to the parties at the addresses set forth in the Proposal. All changes of address must be in writing and delivered as provided in this Section.

21. Survival. The provisions of this Appendix pertaining to consequential damages, liability limitation, events beyond ADT's control, termination, indemnity, integration, and severability shall survive any termination or expiration of the Agreement.

22. Severability. If any provision in this Appendix is held to be invalid or unenforceable, such provision will be enforced to the maximum possible extent, and all

other provisions will remain valid and enforceable.

33

23. Waiver of Jury Trial. Each party hereby waives any right to trial by jury in any suit, action or other legal proceeding brought by either party.

The following provisions apply to monitoring systems that include Mobile Control by Alarm.com.

Subscriber acknowledges that (i) it has read and accepted the Alarm.com terms below, and (ii) Subscriber must activate its Alarm.com account online pursuant to the instructions given to Subscriber by Alarm.com, and until Subscriber so activates its Alarm.com account, Subscriber will only have Alarm.com Signal Forwarding services and NOT Mobile Control services, which means, among other things, that Subscriber will not have the enhanced Mobile Control service, which means, among other things, that Subscriber will not have the enhanced Mobile Control service known as "Entry Delay Crash and Smash," which makes it difficult for an intruder to disarm Subscriber's panel upon entry into your premises. In addition, once Subscriber's Alarm.com account is activated, in order to maintain the enhanced Mobile Control services, Subscriber must arm/set its alarm system at least once every 30 calendar days. If Subscriber fails to arm/set its alarm system at least once every 30 days, then Subscriber will automatically and without further notice only have Alarm.com Signal Forwarding services going forward until such time as Subscriber contacts ADT or Alarm.com to reactivate Subscriber's Mobile Control services. Therefore, ADT strongly encourages Subscriber to activate its Alarm.com account and arm/set its alarm system often, but at a minimum every 30 days, in order to retain the enhanced Mobile Control services.

Subscriber has agreed to purchase commercial security, video, still-photo imaging and/or home automation products and services from an independently owned and operated security services dealer ("**Dealer**") pursuant to an agreement with the Dealer ("**Dealer Agreement**"). Alarm.com Incorporated, a Delaware corporation, has authorized the Dealer to market and sell Alarm.com's services ("**Services**") to Subscriber with certain hardware and other products, including communication modules, video, imaging and/or home automation devices ("**Equipment**") that enable the Services. Sections A1 through A12 herein constitute the terms and conditions of Alarm.com's offering of the Equipment and Services ("**Terms**") and are part of Subscriber's agreement with the Dealer and contain, among other things, important warranty disclaimers (Section A4) and limitations of liability (Section A5) applicable to the Services and the Equipment. By signing the agreement with the Dealer, accessing the Alarm.com customer website or mobile applications, or using any other part of the Services and/or Equipment, subscriber Agrees to be bound by these Alarm.com Terms. Subscriber agree that these Alarm.com Terms may be enforced by ADT directly.

A1. Pursuant to the Dealer Agreement, Subscriber has agreed to purchase the Services and/or Equipment from the Dealer. The Dealer is an independent contractor and not an agent of Alarm.com. Subscriber acknowledges and agrees that (a) Subscriber has had the opportunity to read and review these Alarm.com Terms before entering into the Dealer Agreement, (b) Subscriber accepts the Alarm.com Terms and agrees to be bound by them, and (c) if, for any reason, Subscriber does not remain an Alarm.com subscriber or if the Services become unavailable to Subscriber for any reason, Subscriber will have no right of refund, return or deinstallation with respect to any Services or any Equipment, except if and to the extent otherwise required by law. ADT or Alarm.com may modify these Alarm.com Terms from time to time to comply with applicable law.

A2. The Equipment may contain proprietary software of Alarm.com that is embedded in the Equipment. Alarm.com solely owns and retains all rights, including all intellectual property rights, in the embedded software and all other Alarm.com materials (together, "**Materials**") and Services. Subscriber will not (a) use, or cause or permit any other person or entity to use, any Materials or Services to design, build, market, or sell any similar or substitute product or service, or (b) cause, perform, or permit (i) the copying, decompilation, disassembly, or other reverse engineering of any Materials, (ii) the transferring or purported resale, licensing or sublicensing of any Materials, or (iii) the removal, delivery, or exportation of any Materials outside the United States or any other act in violation of any relevant export laws or regulations.

A3. If Subscriber's Services include emergency two-way voice over a cellular or internet connection, Subscriber acknowledges that the two-way voice connection may be interrupted or unable to connect, that the call may be dropped, and that the sound quality may be distorted or impossible to understand. By accepting the emergency two-way voice service, Subscriber understands and accepts the limitations inherent in cellular and internet technology and the consequences if the technology does not operate as designed. If Subscriber's Services include video or still-photo image cameras, the video clips and still-photo images generated from such cameras are stored on our servers and may be viewed by Subscriber only for a limited time based on the quantity of storage Subscriber has ordered from its Dealer. Alarm.com has no control over and take no responsibility for the placement of cameras and their view. Subscriber agrees to use the cameras and associated video and still-photo imaging features of the Services in compliance with all laws, including privacy and consumer protection laws, and not for any illegal purposes, including invasion of privacy or illicit conduct, and Alarm.com may disconnect the cameras from the Services if Subscriber, in Alarm.com's sole determination, breaches this covenant. Alarm.com does not guarantee the receipt, clarity or quality of any images that may be adversely impacted by, for example, lighting, Internet and wireless communication facilities and transmission quality, electrical interference, weather and other conditions beyond Alarm.com's control. Alarm.com may disclose stored video clips and still-photo images in response to a subpoena or a government request or order. If the Equipment provided by Subscriber's Dealer includes an Alarm.com image sensor device that also is being used as a motion sensor, then Subscriber understands and accepts that the motion sensor may not operate as designed and may be affected by conditions outside Alarm.com's control, which may cause the device to malfunction or provide false readings. If the Equipment provided by Subscriber's Dealer includes home automation devices (such as thermostats, lighting controls and door locks), Subscriber understands that such devices may not work together with the Equipment and Alarm.com Services, and Subscriber may be unable to control the devices using the Equipment or Alarm.com Services. Alarm.com makes no representations or warranties regarding the quality, function or effectiveness of any such home automation devices.

A4. THE SOLE WARRANTY PROVIDED BY ALARM.COM WITH RESPECT TO THE SERVICES, MATERIALS AND EQUIPMENT IS A LIMITED WARRANTY TO USE COMMERCIALY REASONABLE EFFORTS TO CORRECTOR BYPASS A MATERIAL DEFECT IN THE SERVICES, IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THESE ALARM.COM TERMS("LIMITED WARRANTY"). THE LIMITED WARRANTY IS NOT EXTENDED TO SUBSCRIBER UNLESS SUBSCRIBER HAS ACCEPTED THESE ALARM.COM TERMS AND REMAIN BOUND BY THESE TERMS AND CONDITIONS. THE LIMITED WARRANTY IS FOR SUBSCRIBER'S BENEFIT ONLY AND MAY NOT BE ENFORCED BY ANY OTHER PERSON OR ENTITY. EXCEPT FOR THE LIMITED WARRANTY WITH RESPECT TO SERVICES, ALL SERVICES, EQUIPMENT AND MATERIALS THAT ARE OR MAY BE PROVIDED BY ALARM.COM ARE PROVIDED "AS IS," WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALARM.COM DISCLAIMS (A) ALL EXPRESS WARRANTIES TO SUBSCRIBER OTHER THAN THIS LIMITED WARRANTY, (B) ALL IMPLIED WARRANTIES TO SUBSCRIBER OF ANY KIND, AND (C) ALL WARRANTIES TO OR FOR THE BENEFIT OF ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS OR IMPLIED. THE IMPLIED WARRANTIES DISCLAIMED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCLUDE ALL WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE ACCURACY, SYSTEMS INTEGRATION, QUIET ENJOYMENT, OR NON-INFRINGEMENT. EXCEPT FOR THE LIMITED WARRANTY, THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT OF ALL SERVICES, ALL EQUIPMENT AND ALL ALARM.COM MATERIALS SHALL BE WITH SUBSCRIBER. ALARM.COM SHALL HAVE NO RESPONSIBILITY FOR EQUIPMENT WHICH IS MANUFACTURED BY THIRD PARTIES.

A5. (A) SUBSCRIBER AGREES THAT ALARM.COM IS NOT AN INSURER OF SUBSCRIBERS PROPERTY OR THE PERSONAL SAFETY OF PERSONS IN OR AROUND SUBSCRIBER'S PREMISES. THE PRICES THAT ALARM.COM CHARGES FOR THE SERVICES AND EQUIPMENT REFLECT THE VALUE OF THE GOODS AND SERVICES ALARM.COM PROVIDES AND NOT THE VALUE OF SUBSCRIBERS PREMISES OR ITS CONTENTS OR ANY LOSSES ASSOCIATED WITH PERSONAL INJURY OR DEATH. INSURANCE, IF ANY, COVERING PERSONAL INJURY AND PROPERTY LOSS OR DAMAGE ON YOUR PREMISES SHALL BE OBTAINED BY SUBSCRIBER FROM A THIRD PARTY. (B) ALARM.COM IS NOT ASSUMING RESPONSIBILITY FOR ANY LOSSES (DIRECTOR INDIRECT), IRRESPECTIVE OF CAUSE, THAT MAY OCCUR EVEN IF DUE TO ALARM.COM'S NEGLIGENT PERFORMANCE OR FAILURE TO PERFORM ANY OBLIGATION UNDER THESE TERMS OR ANY DEALER AGREEMENT OR OTHER BASIS. IF, NOTWITHSTANDING THESE TERMS, ALARM.COM IS HELD TO BE LIABLE TO SUBSCRIBER, OR ANY INVITEES, AGENTS, EMPLOYEES OR OTHERS, FOR BREACH OF CONTRACT, NEGLIGENCE, GROSS NEGLIGENCE, OR UNDER ANY OTHER THEORY OF LEGAL LIABILITY FOR ANY FAILURE OF THE SERVICES, MATERIALS OR EQUIPMENT, THEN THE LIMITATION OF ALARM.COM'S LIABILITY FOR ANY AND ALL HARM, DAMAGES, INJURY OR LOSS SHALL BE THE GREATER OF ONE THOUSAND DOLLARS (\$1,000.00) OR THE ANNUAL AMOUNT THAT ALARM.COM RECEIVES FOR SUBSCRIBERS USE OF THE SERVICES. (C)

SUBSCRIBER HEREBY WAIVES ANY AND ALL CLAIMS FOR DAMAGES EXCEEDING THE LIMITS SET FORTH HEREIN FOR ALL HARM, DAMAGES, INJURY OR LOSS INCURRED, INCLUDING BUT NOT LIMITED TO ACTUAL, DIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, PROPERTY DAMAGE AND LOSSES DUE TO BUSINESS INTERRUPTION, LOSS OF PROFITS, PERSONAL INJURY OR DEATH. UNDER NO CIRCUMSTANCES WILL ALARM.COM BE LIABLE TO SUBSCRIBER FOR ANY CONSEQUENTIAL DAMAGES. (D) SUBSCRIBER MAY OBTAIN FROM ALARM.COM A HIGHER LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL FEE TO ALARM.COM. IF SUBSCRIBER ELECTS THIS OPTION, A RIDER WILL BE ATTACHED TO THESE ALARM.COM TERMS WHICH WILL SET FORTH THE AMOUNT OF THE HIGHER LIMITATION OF LIABILITY AND THE AMOUNT OF THE FEE. AGREEING TO THE HIGHER LIMITATION OF LIABILITY DOES NOT MEAN THAT ALARM.COM IS AN INSURER. SUBSCRIBER WAIVES ALL SUBROGATION AND OTHER RIGHTS OF RECOVERY AGAINST ALARM.COM THAT ANY INSURER OR OTHER PERSON MAY HAVE AS A RESULT OF PAYING ANY CLAIM FOR HARM, DAMAGES, INJURY OR LOSS TO SUBSCRIBER OR ANY OTHER PERSON OR ENTITY.

A6. Subscriber agrees and acknowledges that the Services, Materials and Equipment may not detect, observe, view, or prevent an unauthorized intrusion onto the premises or any other emergency condition such as fire, smoke, carbon monoxide, medical emergencies or water damage. Subscriber agrees and acknowledges that the use of the Services, Materials and/or Equipment is voluntary.

A7. If any of Subscriber's employees, guests, relatives, invitees, or insurers, or any other person or entity connected to Subscriber, or any person or entity who seeks to assert rights they claim are derived from Subscriber's relationship with Alarm.com, attempts to hold Alarm.com responsible for any harm, damages, injury or loss (including property damage, personal injury or death) connected with or resulting from any alleged (a) failure of the Services, Materials or Equipment, (b) negligence (including gross negligence), (c) improper or careless activity of Alarm.com, or (d) claim for indemnification or contribution, then Subscriber will repay to Alarm.com (i) any amount that Alarm.com is required to pay or that Alarm.com agrees to pay in settlement of the claim, and (ii) the amount of Alarm.com's reasonable attorney's fees and any other losses and costs that Alarm.com may incur in connection with the harm, damages, injury or loss.

A8. Subscriber understands and agrees that these Alarm.com Terms, and particularly Sections A4, A5, A6, A7, and A8, shall (a) apply to and protect the employees, officers, shareholders, parent companies, directors, agents, licensors, representatives, subcontractors, affiliates and assignees of Alarm.com, and (b) be binding on Subscriber's heirs, administrators, custodians, trustees, agents and successors.

A9. TO THE EXTENT PERMITTED BY LAW, SUBSCRIBER AGREES THAT NO LAWSUIT OR ANY OTHER LEGAL PROCEEDING CONNECTED WITH THE SERVICES OR EQUIPMENT SHALL BE BROUGHT OR FILED BY SUBSCRIBER MORE THAN ONE (1) YEAR AFTER THE INCIDENT GIVING RISE TO THE CLAIM OCCURRED. IN ADDITION, TO THE EXTENT PERMITTED BY LAW, ANY SUCH LEGAL PROCEEDING SHALL NOT BE HEARD BEFORE A JURY, AND EACH PARTY GIVES UP ANY RIGHT TO A JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, SUBSCRIBER AGREES THAT SUBSCRIBER WILL NOT BRING ANY CLASS ACTION LAWSUIT AGAINST ALARM.COM OR BE A REPRESENTATIVE PLAINTIFF OR PLAINTIFF CLASS MEMBER IN ANY SUCH LAWSUIT.

A10. These Alarm.com Terms shall be governed by the law of the State of Delaware, without giving effect to its rules of conflict of laws. If Subscriber is a resident or business located in the State of California, the following applies: If either Subscriber or Alarm.com commences a lawsuit for a dispute arising under or related to these Alarm.com Terms or in any way relating to the Services, such suit shall be submitted to general judicial reference in Los Angeles, California pursuant to California Code of Civil Procedure section 638 et seq. and 641 through 645.1 or any successor statutes thereto.

A11. If any provision of these Alarm.com Terms or the application of any such provision to any person, entity or circumstance shall be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of these Alarm.com Terms. The parties intend that all disclaimers of warranties, limitations of liability, and exclusions of damages in these Alarm.com Terms shall be upheld and applied to the maximum extent permitted by law. Alarm.com is an intended third-party beneficiary of these Alarm.com Terms and shall have the right to enforce and/or otherwise invoke any and all provisions set forth in any of these Alarm.com Terms directly. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation."

A12. SUBSCRIBER EXPRESSLY UNDERSTANDS AND AGREES THAT SUBSCRIBER HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT SUBSCRIBER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN ALARM.COM AND THE UNDERLYING CARRIER. IN ADDITION, SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO SUBSCRIBER, AND SUBSCRIBER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

EXHIBIT A

ALARM PERMITS

Is a Permit required?

The City where the monitored premises are located (the "City") does not currently require an alarm permit (the "Permit").

Is there a fee for the Permit?

☒ The City does not currently charge an annual fee for the Permit ("Permit Fee").

☐ The City charges a Permit Fee, which, as of the date of this Agreement, is .

Who obtains the permit?

☐ Based on City requirements, Subscriber is responsible for obtaining the Permit (and any necessary renewals) directly from the City. Subscriber will pay any Permit Fee directly to the City.

☐ ADT shall obtain the initial Permit for Subscriber. Any initial Permit Fee will be invoiced to Subscriber together with the fees set forth in Section 7 of this Appendix. So long as, at the time of expiration of the current permit, the monitoring services remain in place, ADT shall obtain any renewals and invoice Subscriber for the cost of such Permit Fees (due upon receipt).

☐ The City requires that ADT obtain the initial Permit for Subscriber. ADT will obtain the Permit, and ADT will invoice Subscriber for any Permit Fee (due upon receipt). So long as, at the time of expiration of the current permit, the monitoring services remain in place, ADT will also obtain any renewals. Again, ADT will invoice Client for the Permit Fees (due upon receipt).

Acceptance

NOTICE: Our charges under this agreement are based on your agreement to receive and pay for the services for a full Sixty (60) month term.

IF THIS AGREEMENT IS TERMINATED BY YOU PRIOR TO THE END OF THE THEN-CURRENT TERM, EXCEPT AS OTHERWISE PROVIDED HEREIN, YOU AGREE TO PAY US THE SERVICE CHARGES THAT WOULD HAVE BEEN PAYABLE BY YOU FOR THE REMAINING TERM OF THE AGREEMENT BUT FOR THE EARLY TERMINATION HEREOF.

ATTENTION IS DIRECTED TO THE WARRANTY, LIMITATION OF LIABILITY AND OTHER TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

This Agreement is not binding upon ADT unless and until either signed by an Authorized Manager of ADT, or we begin the installation of Equipment or provision of Services. You acknowledge that you may not receive a copy of this Agreement signed by ADT's Authorized Manager, and that such lack of receipt shall not, in any way, invalidate or otherwise affect this Agreement.

- **I am at least 18 years of age, and the information I have provided is true and correct to the best of my knowledge.**
- **I have read, understood, and agree to this Agreement, which contains important information regarding the Equipment and Services provided by ADT.**
- **I understand and agree that the placement of my signature electronically on this page constitutes my electronic signature for this Commercial Schedule of Protection Proposal and Sales Agreement, which is a valid and binding signature under the Electronic Signatures in Global and National Commerce Act ("E-SIGN Act").**

Florida law requires alarm verification before ADT can contact a law enforcement agency for alarm dispatch. Customers both using the protected premise to store firearms or ammunition and holding a valid federal firearms license as a manufacturer, importer, or dealer of firearms ammunition may opt out of the alarm verification process by contacting ADT at 866-806-2166.

[[SertifiSStamp_1]]

[[SertifiSStamp_2]]

Customer Signature

ADT Authorized Manager

36

Must Add to Cart



Home / Chairs / Guest Chairs / Traditional Arm Chair in Vinyl

FREE SHIPPING



 **CLICK IMAGES TO ENLARGE**

Traditional Arm Chair in Vinyl

Item #: Y6365

Quantity

1 - 9

Our Price

\$279.00 ea.

37

Must Add to Cart



Home / Chairs / Guest Chairs / Deep Cushion Black Leather Guest Chair

FREE SHIPPING



🔍 [CLICK IMAGES TO ENLARGE](#)

Item # y10044

Deep Cushion Black Leather Guest Chair

IN STOCK!

\$269



38
Home / Reception Room / Reception Seating / 400 Lbs. Capacity Leather Guest/Reception Chair

FREE SHIPPING



 [CLICK IMAGES TO ENLARGE](#)

400 Lbs. Capacity Leather Guest/Reception Chair

IN STOCK!

Item #: Y11905

[7 reviews](#)

Price: ~~\$495.00~~

Quantity

1 - 9

10 - 19

Our Price

\$299.00 ea.

\$289.00 ea.

39

Must Add to Cart



Home / Reception Room / Reception Seating / SteelWorks Leather Guest Chair

FREE SHIPPING



 **CLICK IMAGES TO ENLARGE**

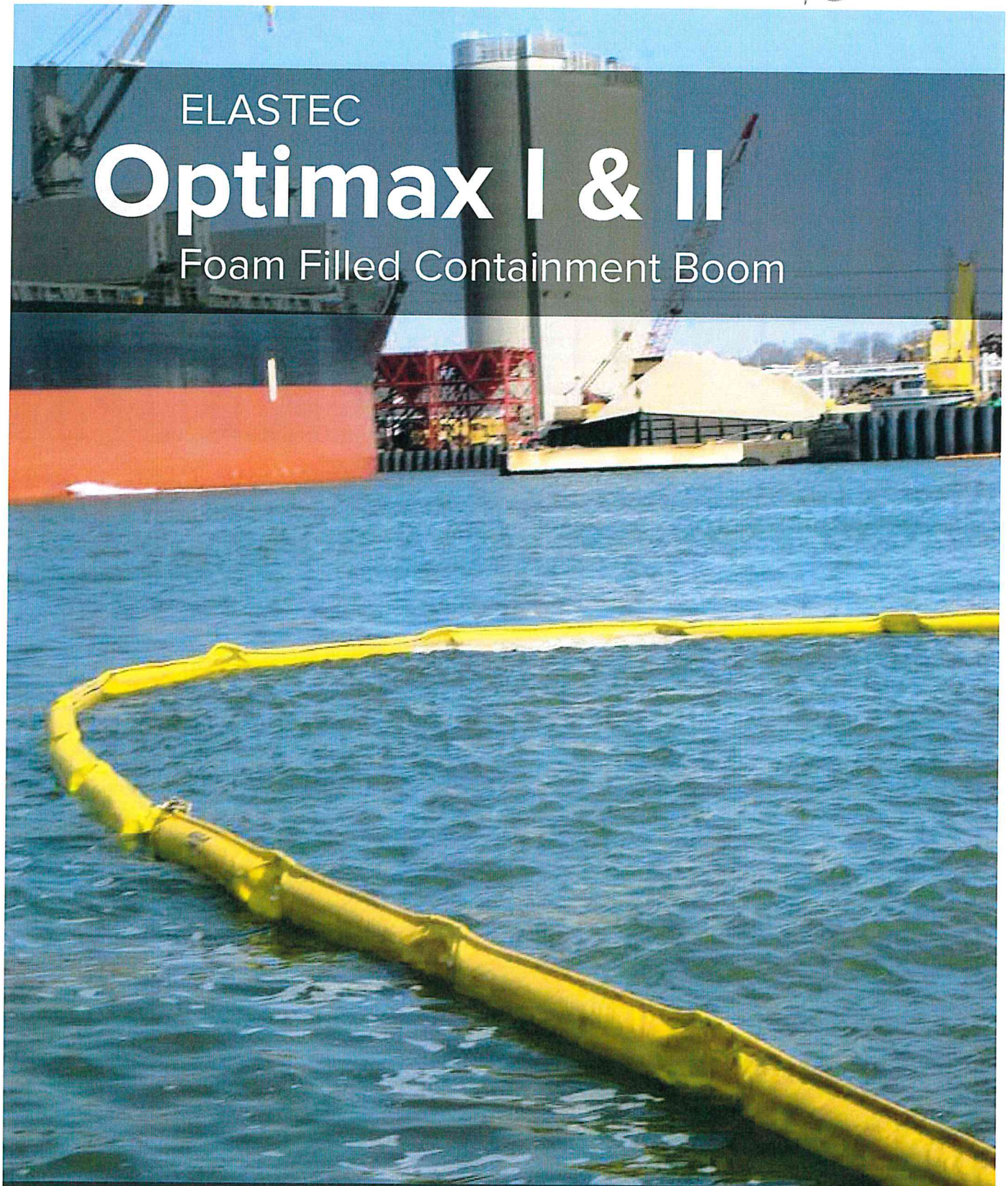
SteelWorks Leather Guest Chair

IN STOCK!

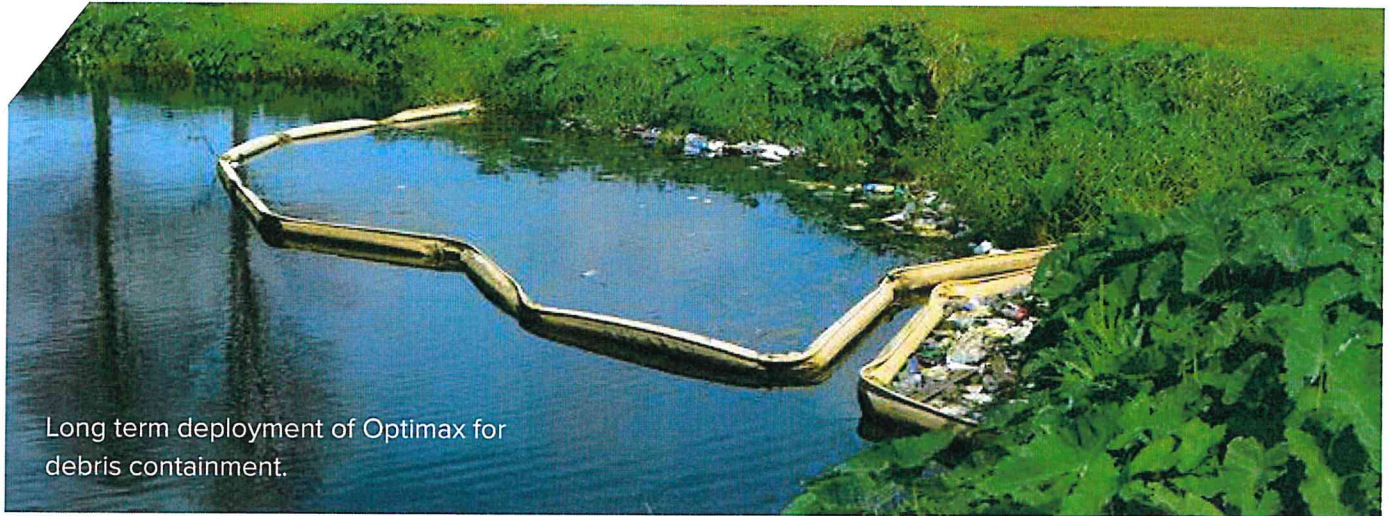


\$199

ELASTEC
Optimax I & II
Foam Filled Containment Boom



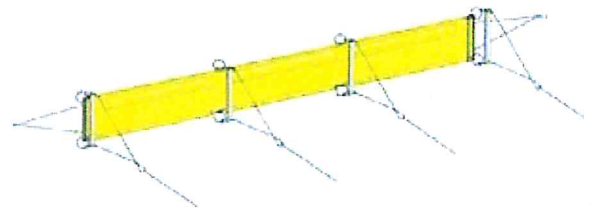
Oil Spill Equipment | Floating Barriers | Incinerators



Long term deployment of Optimax for debris containment.



An option, extra cable anchor loops can be fitted at regular intervals along the boom, top and bottom, to provide additional anchor points. A special tow bridle with spreader bar prevents the boom skirt from collapsing. Attached to the cable anchor loops with quick connect snap hooks.



Coated Fabric Properties

Reference Standard

Standard PVC (others on request)	F715-07(2012) Standard Test Methods for Coated Fabrics Used for Oil Spill Control and Storage
Oil Resistance After 7 days	
Crude Oil <3%	
Diesel <3%	
Gasoline <3%	
After 60 days	
Motor Oil <2%	
Diesel <3%	
Gasoline (+ ethanol) < 4%"	D471
Ply Polyester 1,300 x 1300 denier polyester	D751
Coated weight 22 oz/sq yard	D751-A
Tensile strength Warp 440 lbs / 1960 N	D751-B
Tensile strength 1 inch strip 285 lbs / 1268 N	D751-B
Tear strength Tongue 85 lbs / 378 N	D751
Ply adhesion 17 lbs per 2 inch / 76 N/5 cm	
Thermal Adhesion 17 lbs/ inch 30N/cm	D2136
Low temp - 20F / -29C	D1204
Hight temp continuous / Intermittent 160/180F / 71/82 C	D751
Puncture Resistance, 151 lbs avg.	D3884
Taber Abrasion, H18, 1000 gram - 3,000 Cycles to Exposure	



1309 West Main St.
 Carmi, Illinois 62821, USA
 +1 (618) 382-2525
www.elastec.com elastec@elastec.com

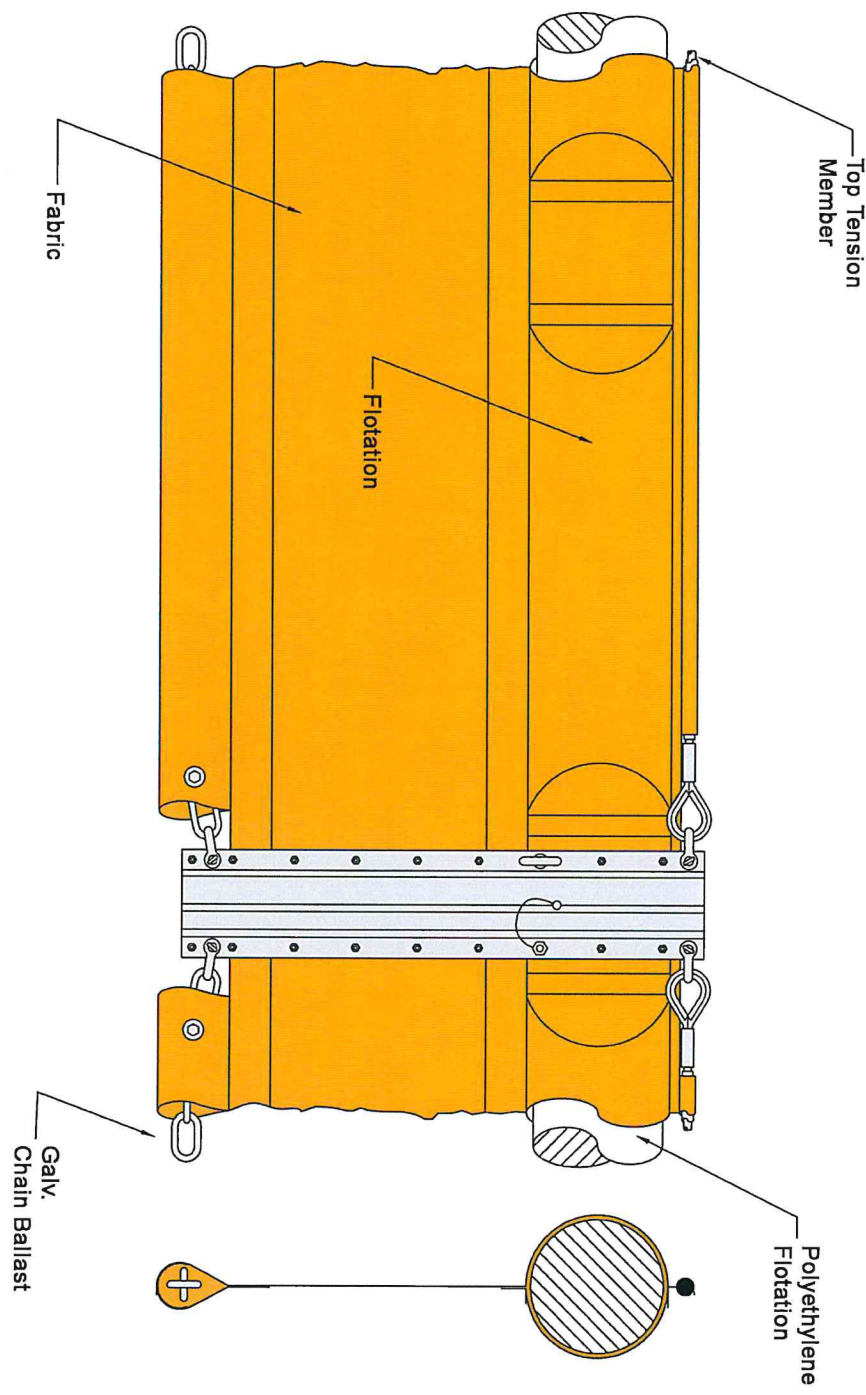
43



AmericanMarine
Innovative Environmental Products

Optimax Diagram

www.elastec.com



1309 West Main, Carmi IL 62821 USA
Tel: +1 (618) 382 2525 Fax: +1 (618) 382 3610
E-mail: elastec@elastec.com

DBM-003
8/26/09

