

New York State
License # 12000042719

Connecticut State
License # 105911

New Jersey
License # 34BA00174700

Security Specialists

Div. of ALERT SYSTEMS, LLC.

3 Depinedo Ave - Stamford, CT 06902

Phone: 800-753-8400



STANDARD SYSTEM SALES AGREEMENT

Date:	2/21/2020
Quote #:	AAAQ6415
P.O #:	
Rep:	Kimberly

Sold To: Wilton Board of Education
Erik Haakonsen
Central Office
Wilton, CT 06897

Ship To: Middlebrook School
Erik Haakonsen
, 06897

Phone: 203-762-3381

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Scope of work

Security Specialists is pleased to quote the following:

Middlebrook Avigilon Camera Upgrade:

Provide 43 New 3 Megapixel Dome Cameras

Provide 5 New Fisheye Cameras

Provide 14 New Multisensor Cameras

Provide 2 Outdoor box cameras with wide mm lens to cover distance,

Provide 3 new 3 Mp bullet cameras

Provide 67 -ACC7 Licenses

Totaling 67 new cameras and licenses.

School will be responsible for supplying the following: server/storage, network switches and IP addresses. The price excludes permit fees.

An add alternate option not included in price is for SS to rough in cable at each camera location for \$650 a drop.

- 4 12 MP Multi Sensor Camera
- 10 3x3 Megapixl WDR 2.8-8mm f/1.3 Pendant Mount
- 3 3.0MP / WDR / 3-9MM / Bullet Cam
- 43 In-Ceiling mount
- 43 3.0 MP, WDR, LightCatcher, Day/
- 5 6.0 MP, Fisheye Camera, LightCatcher, Day/Night, 1
- 2 4.7-84.6mm Box Cmaera, 3 MP
- 2 Heated Box Camera Enclosure, pole mount, poe plus injector
- 1 Corner mount for Avigilon
- 5 Compact Wall Bracket
- 67 ACC7 Enterprise Camera License
- Camera Installation Labor
- Misc. Shipping & Hardware

Camera Installation SubTotal

\$86,495.39

SubTotal	\$86,495.39
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$86,495.39
Deposit:	\$0.00
Balance	\$86,495.39

Add Alternate Option to provide network cable and complete cable rough in for 67 new cameras = \$43,550.00, to accept initial here x _____

Service Contract to Cover the above listed Labor and Parts for 5 years = \$650 a month, to accept initial here X _____

FINAL BALANCE DUE IN FULL UPON COMPLETION OF INSTALLATION AND SYSTEM ACTIVATION

Sales Rep: _____
Signature

Buyer: _____
Signature

Sales Rep: _____
Print Full Name

Buyer: _____
Print Full Name

Date: _____

TERMS, CONDITIONS AND LIMITED WARRANTY

1- In the event that any part of the system becomes defective, or in the event that any repairs are required, Seller agrees to make all repairs and replacement of parts without cost to the Buyer for a period of one (1) year from the date of installation. Seller reserves the option to either replace or repair the equipment, and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, reprogramming, damage by lightning or electrical surge.

2- Except as set forth in this agreement, Seller makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. Seller does not represent nor warrant that the system may not be compromised or circumvented; or that the system will prevent any loss. Seller expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose.

3- This warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than Seller. Seller shall not be liable for consequential damages. Buyer acknowledges that any affirmation of fact or promise made by Seller shall not be deemed to create an express warranty unless included in this contract in writing; that Buyer is not relying on Seller's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement.

4- Buyer's exclusive remedy for Seller's breach of this contract or negligence to any degree under this contract is to require Seller to repair or replace, at Seller's option, any equipment or part of the system which is non-operational.

5- This warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, Seller will procure all permits required by local law with regard to the physical installation process. Seller will provide a certificate of insurance prior to starting work if requested to do so by the Buyer in writing.

6- Seller makes no representation that network connectivity for remote viewing, administration or other functionality can be provided. Network connectivity, network configuration, firewall configuration and internet service shall be provided by and at the expense of the buyer. If buyer requests that seller perform network or firewall configuration the buyer shall pay the seller for such service at the sellers prevailing time and material rates for such service even in the event that remote functionality is not accomplished.

7- DELAY IN INSTALLATION: Seller shall not be liable for any damage or loss sustained by Buyer as a result of delay in installation of equipment, equipment failure, or interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including Seller's negligence in the performance of this contract. The estimated date work is to be substantially completed is not a definite date and time is not of the essence.

8- ALTERATION OF PREMISES FOR INSTALLATION: Seller is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in Seller's sole discretion for the installation and service of the system, and Seller shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the system, and Buyer represents that the owner of the premises, if other than Buyer, authorizes the installation of the system under the terms of this agreement.

9- BUYER'S DUTY TO SUPPLY ELECTRIC, INTERNET AND TELEPHONE SERVICE: Buyer agrees to furnish, at Buyer's expense, all 110 Volt AC power and electrical outlets and receptacles, telephone hook-up, RJ31 Block or equivalent and network drops, as deemed necessary by Seller.

10- BUYER'S RESPONSIBILITIES: Buyer is solely responsible for any permit fees and any other municipal assessments related to the equipment and shall promptly on demand reimburse and indemnify Seller for any such expense.

11- BUYER'S FAILURE TO PAY: In the event Buyer fails to pay Seller any monies when due, Buyer shall pay interest at the rate of 1 1/2% per month from the date when payment is due.

12- LIEN LAW: Seller or any subcontractor engaged by Seller to perform the work or furnish material who is not paid may have a claim against Buyer or the owner of the premises if other than the Buyer which may be enforced against the property in accordance with the applicable lien laws.

13- SELLER'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Buyer agrees that Seller is authorized and permitted to subcontract special services which Seller is obligated to perform under this contract, and that Seller shall not be liable for any loss or damage sustained by Buyer by any cause whatsoever caused by the negligence of third parties.

&LEGAL ACTION: Any action by Buyer against Seller must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against Seller must be based on the provisions of this agreement. Any other action that Buyer may have or bring against Seller in respect to other services rendered in connection with this agreement shall be restricted to the terms and conditions of this agreement.

14- FULL AGREEMENT/SEVERABILITY: This agreement constitutes the full understanding of the parties; there are no verbal agreements or representations and Buyer has relied on none. This agreement cannot be modified except in writing signed by the parties hereto. Should any provision of this agreement be deemed void, the remaining parts shall not be affected.

Service Terms and Conditions

1. Contractor shall service upon Subscriber's request, the alarm system installed in Subscriber's premises between the hours of 8 A.M. and 4 P.M. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration to the alarm system made by reason of alteration to Subscriber's premise, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber.
2. The term of this agreement shall be for a period of five (5) years and shall self-renew for successive periods of one (1) month thereafter under the same terms and conditions, unless either party terminates this agreement by sending written notice by certified mail, return receipt requested; to the other party not less than thirty (30) days prior to the renewal period.
3. Contractor does not represent nor warrant that the alarm system will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire, smoke, carbon monoxide, toxic gas, equipment failure or otherwise, or that the alarm system will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges that Contractor is not an insurer, and that Subscriber assumes all risk for loss or damage to Subscriber's premises or its contents. Contractor has made no representations or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Subscriber's exclusive remedy for Contractor's default hereunder is to require Contractor to repair or replace, at Contractor's option, any equipment covered by this contract which is non-operational. Subscriber authorizes Contractor to locally or remotely access the control equipment to input or delete data and programming.
4. Subscriber agrees to and shall indemnify and hold harmless Contractor, its employees, agents and subcontractors, from and against all claims, lawsuits, including reasonable attorney's fees; and losses asserted against and alleged to be caused by Contractor's performance, negligent performance or failure to perform its obligations. Parties agree that there are no third party beneficiaries to this contract. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against Contractor or its subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this contract without Contractor's consent. Contractor shall be permitted to assign this contract and upon such assignment shall be relieved of further obligation under this contract.
5. The parties agree that Contractor is not an insurer and no insurance coverage is offered herein. Subscriber's payments to the Contractor are for service of an electronic system designed to reduce certain risks of loss, though Contractor does not guarantee that no loss will occur. Contractor is not assuming liability, and therefore shall not be liable to Subscriber for any loss or damages sustained by Subscriber as a result of burglary, theft, hold-up, fire, equipment failure, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by Contractor's negligent performance to any degree or failure to perform any obligation.
6. The parties agree that the electronic system is not designed or guaranteed to prevent any loss by burglary, theft and other illegal acts of third parties, or loss by fire. If, notwithstanding the terms of the agreement, there should arise any liability on the part of the Contractor as a result of burglary, theft, hold-up, fire, smoke, equipment failure, or any other cause whatsoever regardless of whether or not such loss, damage, or personal injury was caused by or contributed to by Contractor's negligence to any degree or failure to perform any obligation, such liability shall be limited to an amount six times the monthly payment paid by the Subscriber at the time such liability is fixed, or to the sum of \$250.00, whichever is greater. If Subscriber wishes to increase Contractor's maximum amount of such limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental agreement, obtain from Contractor a higher limit by paying an additional amount consonant with the increased liability, but such obligation shall not be interpreted to hold Contractor as an insurer.
7. Any action by Subscriber against Contractor must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against Contractor must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against Contractor in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.
8. The Subscriber shall maintain a policy of public liability, property damage, burglary and theft insurance under which Subscriber and Contractor are named as insureds, and under which the insurer agrees to indemnify and hold Contractor harmless from and against all costs, expenses including attorneys' fees and liability arising out of or based upon any and all claims, injuries and damages arising under this agreement, including, but not limited to, those claims, injuries and damages contributed to by Contractor's negligent performance to any degree or its failure to perform any obligation. The minimum limits of liability of such insurance shall be one million dollars for any injury or death, and property damage, burglary and theft coverage in an amount necessary to indemnify Subscriber for property on its premises. Contractor shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Subscriber from insurance covering such loss or damage or for such loss or damage against which the Subscriber is indemnified or insured.
9. Contractor shall be permitted to increase the charges provided for herein at any time or times after the expiration of one year from the date hereof upon giving notice to Subscriber. In the event the amount increase is greater than the increase in the consumer price index for the prior term and if Subscriber is unwilling to pay such increased charge, Contractor shall be permitted at its option, upon written notice to the Subscriber, to rescind the increase or to terminate this agreement as if the term had expired. If Contractor chooses to terminate the agreement the Subscriber shall be relieved of any obligation to pay any charge for service after the date of termination. Subscriber's failure to object to any such increase within ten days of notification thereof shall be deemed an acceptance of said increase. If Subscriber requests Contractor to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay Contractor the amount for such service in effect at that time.
10. Contractor shall have no liability for false alarms, false alarm fines, police responses, or the refusal of the police to respond. In the event of termination of police response by the municipal police this contract shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Subscriber shall indemnify and hold Contractor harmless for all false alarm fines, alarm permit fees or other charges imposed by any municipality, including Contractor's attorney's fees, arising out of the electronic system or Contractor's services related thereto, excluding sales or income tax, if any. Should Contractor be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay Contractor for such service or material.

11. IF THIS IS A CONSUMER TRANSACTION: Contractor or any subcontractor engaged by Contractor to perform the work or furnish material who is not paid may have a claim against Subscriber or the owner of the premises if other than the Subscriber which may be enforced against the property in accordance with the applicable lien laws.
12. The parties hereto agree that the system once installed, is in the exclusive possession and control of the Subscriber, and it is the Subscriber's sole responsibility to test the operation of the system and to notify Contractor in writing if any equipment is in need of repair. Contractor shall not be required to service the system unless it has received written notice from Subscriber, and upon such notice, Contractor shall service the system to the best of its ability within 36 hours, exclusive of Saturdays, Sundays and legal holidays, during the business hours of 8:00 A.M. to 4:00 P.M., Monday through Friday. In the event Subscriber complies with the terms of this agreement and Contractor fails to repair the system within 36 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Subscriber agrees to send written notice that the system is in need of repair to Contractor, by certified or registered mail, return receipt requested. If Contractor fails to repair the system within 48 hours after receipt of said written notice, Subscriber shall not be obligated to pay any amount for the system service from date said written notice is given until the system is restored to working order. In any lawsuit between the parties in which the condition or operation of the system is at issue, the Subscriber shall be precluded from raising the issue that the system was not operating unless Subscriber can produce a post office certified or registered receipt, signed by Contractor, evidencing that service was requested by Subscriber. U.L. certificated systems shall be provided service within the time frame required under the terms of the certificate issued.
13. Contractor shall not be liable for any damage or loss sustained by Subscriber as a result of delay in installation or service of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including Contractor's negligence or failure to perform any obligation.
14. In the event Subscriber fails to pay Contractor any monies when due, Subscriber shall pay interest at the rate of 1.5% per month from the date when payment is due. In the event of legal proceedings between the parties, Subscriber shall pay Contractor's attorney's fees. The parties waive trial by jury in any action between them. In any action commenced by Contractor against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. Subscriber waives personal service of any legal process and consents that service of process may be made by the United States Postal Service by certified or registered mail. Provided Subscriber has agreed to pay a fixed amount for service pursuant to paragraph 2, the parties agree that due to the nature of the services to be provided by Contractor, the payments to be made by Subscriber for the term of this agreement are an integral part of Contractor's anticipated profits and in the event of Subscriber's breach of this agreement it would be difficult if not impossible to reasonably estimate Contractor's actual damages. Therefore, in the event of Subscriber's default of this agreement Subscriber shall pay to Contractor 80% of the balance due for the term of this agreement as liquidated damages.
15. Subscriber agrees that Contractor is authorized and permitted to subcontract any services to be provided by Contractor to third parties who may be independent of Contractor, and that Contractor shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to Contractor's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and third party indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and communication centers of Contractor.
16. Access control system administration shall include routine card / code changes, access group, time schedules, and scheduled event programming during Contractor's normal business hours. Bulk card changes, in excess of 25 cards or codes in one instance are not included and will be billed at time and material rates. If "weekly reports" are included, the reports will be generated on the first business day of each week and delivered via E-mail to a single designated recipient. Reports will be based on database information available at the time the report is generated and shall include card holder activity and where possible alarm condition activity. Contractor shall not be liable for incorrect, corrupt or missing data. In the event that "special" database reports are requested, an additional fee will be charged on a time and material basis for the creation of "special" reports.
17. This agreement constitutes the full understanding of the parties and may not be amended, modified or cancelled except in writing signed by both parties. Should any provision of this agreement be deemed void, the remaining parts shall not be affected.