### **CONTRACT APPROVAL FORM**

(Contract Management Use only)

**CONTRACT** TRACKING NO.

### CONTRACTOR INFORMATION ATLANTIC COMPANIES, INC. Name: Address: 1714 CESERY BLVD Contractor's Administrator Name: <u>CAROL MASTERSON</u> Title: CUSTOMER CARE MANAGER Tel#: <u>904-743-8444</u> Fax#: <u>904-743-8466</u> Email: <u>CMASTERSON@ATLANTICCOMPANIES.NET</u> **CONTRACT INFORMATION** Contract Name: SECURITY ALARM MONITORING Contract Value: \$6,174.00 + 222.00 Animal Control. Brief Description: To add to the existing agreement the Animal Control Security Location Effective 10/1/11 Contract Dates APRIL 1, 2011 to SEPT 30, 2014 Status: New Renew X Amend# WA/Task Order How Procured: Sole Source Single Source ITB RFP X RFQ Coop. Other If Processing an Amendment: Contract #: \_\_\_\_\_ Increase Amount of Existing Contract: \_\_\_\_\_ No Increase \_\_\_\_ New Contract Dates: \_\_\_\_\_\_\_to \_\_\_\_\_\_TOTAL OR AMENDMENT AMOUNT: \$\_\_\_\_\_ APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6 04621562-546020 Funding Source/Acct# 3. County Attorney (approved as to form only) Office of Management & Budget Comments: COUNTY MANAGER - FINAL SIGNATURE APPROVAL Ted Selby, County Manager RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS: Original: Clerk's Services; Contractor (original or certified copy) Copy: **Department** Office of Management & Budget **Contract Management** Clerk Finance

80871-14



1714 CESERY BOULEVARD JACKSONVILLE, FL 32211

GEORGIA: 912-264-8679

STATE CERTIFIED **ALARM CONTRACTOR** FL LIC. # EF 0001226 LIC. # EF 20000570 GA LIC. #LU 405163

FLORIDA: 904-743-8444 FAX: 904-743-8466

2040	
This Agreement is made this day of day of COMPANIES (Atlantic/Seller/Company) and (Purchase ATLANTIC agrees to provide Communication Center Monit address below.	r/Subscriber/Buyer) with conditions herein mentioned,
Name Nassau County Anima	al Control
Address 86078 License Rd.	Fernandina, FE 32034
Same and the same	ee: \$ See Control Contract term months
M / Q / SA / Yearly: \$	Excluding Acts of God.
PRINTED AGREEMENT – None of the PRINTED AGREEMENT or its terms and conditions	CONDITIONS of company, its agents, assigns or employees. In the even that the Purchaser/Subscriber wishes
may be altered without the express written approval of an officer of the Company.  2. SELLER agrees to install specific system or premise and to make any necessary inspecions and test to deliver system to purchaser in operating condition in accordance with standard installation procedures of seller. The installation will be complete within a reasonable length of time based on conditions if were in premises and seller(s) installation schedule.  3. TO OBTAIN SERVICE, call the office n the Purchase Agreement you signed at the time of sourchase of your system.	Company to assume greater liability, Purchaser/Subscriber may, as a matter of right obtain from Company a higher limit by paying an additional amount proportioned to the increase in damages, but such additional obligation shall in no way be interpreted to hold company as an Insurer.  5. INDEMNIFICATION – Purchaser/Subscriber agrees to and shall indemnify and save suits and losses arising out of or in connection with the operation or non-operation of the system or monitoring facilities whether these claims be base upon alleged intention a conduct or active passive negligence on the part of Company, it agents, servants or employees.
Atlantic Companies	The Company assumes no liability for delay installation for the system, or interruption of
1714 Cesery Boulevard Jacksonville, Florida 32211	service due to strikes, riots, floods, fires acts of God or any cause beyond the control of company including interruption in telephone service, Company will not be required to supply service to
Ready access to the system for service is the responsibility of the purchaser, we will perform service during normal working hours. For emergency service, we will charge you an emergency	Subscriber while interruption of service due to any such cause shall continue.  6. COMMUNICATION CENTER SERVICES – Communication center services consist of the
service labor premium. N NO CASE WILL ATLANTIC COMPANIES BE RESPONSIBLE FOR CONSEQUENTIAL	receipt, analysis and response (dispatch or proper authorities) to signals from system installed under this agreement. Such service charges. All services may be discontinued anytime charges
DAMAGES.  4. SELLER NOT AN INSURER – It is understood and agreed: That Company is not an insurer;	are unpaid or system is abused, Notice by registered or certified letter to billing address shall be deemed sufficient notice of disconnection.
hat Insurance, if any, shall ne obtained by Subscriber; that the payments provided for herein are based solely in the value of the service as ant forth herein and are unrelated to the value of	Monitoring service us billed and payable annually in advance. Monitoring service shall continue on a yearly basis unless cancelled in writing by either party no less than 60 days before annual
he subscriber's property of premises; That COMPANY MAKES NO GUARANTEE OR WAR- RANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT	renewal date.  The Department or other organizations to which the connection may be made or a alarm
THE EQUIPMENT OR SERVICES SUPPLIED WILL AVERT OR PREVENT OCCURRENCES ON THE CONSEQUENCES THEREFOR WHICH THE SYSTEM OR SERVICES IS DESIGNED	signal may be transmitted may invoke the provisions hereof against any claims by the Subscriber or by others due to any failure of such department or other such organization.
TO DETECT OR AVERT. Subscriber acknowledges that it is impractical and extremely difficult of fix the actual damage, if any which may proximately result from failure to preform any of the	7. TELEPHONE/INTERNET CONNECTIONS – Company will assist Subscriber in making necessary arrangements to secure telephone/Internetw2 service connections for system. The
obligations herein, or the failure of the system to properly operate with resulting loss to Subscriber	charge for the installation and continuation of the service will be for the account of the Subscriber
pecause of, among other things;  (a) The uncertain amount of value of Subscriber's Property or others kept on the premises	and appear on his regular telephone billing.  8. TESTING – It is the responsibility of the Subscriber to test the system for proper operation
which may be lost, stolen, destroyed, damaged or otherwise effected by occurrences which system or service is designed to detect or avert;	periodically but not less than monthly.  9. COST OF COLLECTION – Costs of collection of accounts overdue including reasonable
(b) The uncertainty of the response time of any police or fire department, should the police or fire department be dispatched as a result of a signal being received or an audible device	attorney fees shall be borne by the Subscriber.  10. NOTICE TO PURCHASER – Under the Mechanics Lien Law any person who helps to
sounding:  (c) the inability to ascertain what portion, if any of any loss would be proximately caused by	improve your property and is not paid has the right to enforce his claim against your property. Under law, you may protect yourself against such claims either by filing with the court a "No
company's failure to preform or by failure of its equipment to operate;  (d) the nature of the services to be performed by the company.	Lien Agreement" or a payment bond, depending upon the law of the state where your property is located.
Subscriber understands and agrees that if company should be found liable for loss or damage due from a failure of Company to perform any if the obligations herein, including but not limited	11. ENTIRE AGREEMENT - This instrument constitutes the entire agreement between the parties hereto with respect to the transactions described herein and supersedes all previous
o installation, maintenance, monitoring or service or the failure of the system or equipment in	negotiations, commitments and writing pertaining hereto.
any respect what so ever, company is liability shall be limited to Two Hundred Fifty (\$250.00) Dollars and this liability shall be exclusive; and that the provisions of this Section shall apply if	If any of the terms or provisions of the agreement she be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.
oss or damage, Irrespective of cause or origin, results directly of indirectly from performance or nonperformance of the obligations imposed by this contract or from negligence active or otherwise,	(a) This Agreement becomes binding upon Company only when signed by a District Sale Manager of Atlantic Companies.
BUYER'S RIGHT T	
You may cancel this agreement or purchase by mailing a written notice to day after the date this agreement was signed. You may use this paper as your name and address. The notice must be mailed to the office indicate	s that notice by writing "I hereby cancel" at the bottom and adding
His Cell #	Her Cell #
Your Home # If mor	itored alarm give password <u>NASSAU</u>
Please list below those individuals in the order you would like the 1 Will be contacted in case of an alarm from your home when you cannot be reached	
your security system.  1. Joe Novello Home: 904277-	-7024 Date /0/14/11
Cell: <u>301-50</u> 3	1-5888 Rolling
2. ON Call PhonE Home:	Purchasers/Subscriber/Buyer
Cell: <u>904 - 7</u> 5	53-0043
3. Deborah Biggs Home:	Security Consultant
Cell: <u>904-43</u>	30 · 34,555 U'//WS

### **Terms and Conditions**

1. PRINTED AGREEMENT - None of the PRINTED AGREEMENT or its items and conditions may be

1. PRINTED AGREEMENT - None of the PRINTED AGREEMENT or its items and conditions may be altered without the express written approval of an officer of the Seller.

2. SELLER agrees to install specified systems on premises and to make any necessary inspections and tests to deliver system to Purchaser in operating condition in accordance with standard installation procedures of Seller. The installation will be completed within a reasonable length of time based on the conditions inherent in the premises and Seller's installation schedule.

3. FULL ONE-YEAR WARRANTY - Seller/Atlantic Companies promises to furnish a replacement part for any portion of Purchaser's security system that proves to be defective in workmanship or material

under normal use for a period of one year from the date of installation. Seller reserves the right to use reconditioned parts in fulfillment of this warranty.

Seller/Atlantic Companies extends to Purchasers warranties for equipment not made by us granted us by manufacturers of such equipment used in Seller home systems. Seller will return this equipment

to the original manufacturer for fulfillment of their warranty obligations.

We will furnish the labor to remove and replace the defective part during the same one-year period. Seller/Atlantic Companies makes no other warranty except as herein specifically set forth, particular-

ly any warranty of merchantability or fitness for any particular purpose, either express or implied in law.

GENERAL: Furnishing of parts and labor as described above shall constitute fulfillment of all Seller/Atlantic Companies obligations with respect to this warranty, and replacement part will be warranted only for the unexpired portion of the original warranty.

A bill of sale, cancelled check, or payment record shall be kept by Purchaser to verify purchase date and establish warranty, paids.

and establish warranty period.

To obtain service, call the office listed on the Purchase Agreement you signed at the time of purchase of your system:

Distributed by Atlantic Companies 1714 Cesery Boulevard Jacksonville, FL 32211

Ready access to the system for service is the responsibility of the Purchaser. Seller will perform service during normal working hours. For emergency service, Seller will charge you an emergency service

Seller will endeavor to perform service within 48 hours after notification of a problem by the Purchaser.

EXCLUSIONS: This warranty applies only to units sold and retained within the continental USA. This warranty does not apply to the product or parts that have been damaged by accident, abuse, lack of prop-

er maintenance, unauthorized alterations, misapplication, fire, flood, lightening strikes or acts of God.
This warranty does not cover service calls which do not involve defective workmanship or materials.
IN NO CASE WILL SELLER/ATLANTIC COMPANIES BE RESPONSIBLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES

4. SELLER NOT AN INSURER — It is specifically understood and agreed: That Seller is not an insurer; that insurance, if any, shall be obtained by Purchaser; that the payments provided for insurer, that insurance, it any, shall be obtained by Purchaser; that the payments provided to he herein are based solely on the value of the service as set forth herein and are unrelated to the value of the Purchaser's property or Premises; THAT SELLER MAKES NO GUARANTEE OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE EQUIPMENT OR SERVICES SUPPLIED WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT. Purchaser acknowledges that it is impractical and extremely difficult to fix the actual decrease if the provided of the policy in the content of the policy in the content of the policy in the policy in the content of the policy in the provided of the policy in al damages, if any, which may proximately result from a failure to perform any of the obligations herein, or the failure of the systems to properly operate with resulting loss to Purchaser because of, among other things:

(a) The uncertain amount or value of Purchaser's property or that of other persons kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences

which the system or service is designed to detect or avert;
(b) The uncertainty of the response time of any police department, fire department, paramedic unit, patrol service or other such services or entities should such department or entity be dispatched as a result of a signal being received or an audible device sounding;

(c) The inability to ascertain what portion, if any, of any loss would be proximately caused by

Seller's failure to perform or by failure of its equipment to operate;
(d) The nature of the service to be performed by the Seller and the uncertain nature of occurrences which might cause injury or death to Buyer or any other person which the system or

equipment is designed to detect or avert.

equipment is designed to detect of avert.

Purchaser understands and agrees that if Seller should be found liable for loss or damage due from a failure of Seller to perform any of the obligations herein, whatsoever, including, but not limited to installation, design, service, monitoring, or the failure of any system or equipment installed by, or service performed by Seller in any respect whatsoever, Seller's maximum liability shall not exceed a sum equal to the annual service charge contracted herein or Two Hundred Fifty (\$250.00) Dollars, whichever is less, and this liability shall be exclusive; and that the provirmy (3200.00) Dollars, wholeever is less, and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly from performance or nonperformance of the obligation imposed by this contract or from negligence, active or otherwise, of Seller, its agents, assigns or employees. In the event that the Purchaser wished Seller to assume greater liability, Purchaser may, as a matter of right, obtain from Seller a higher limited liability by paying an additional amount proportioned to the increase in damages, but such additional obligation shall in no way be interpreted to hold Seller as an insurer. Purchaser may also obtain such additional liability protection from insurance carrier as Purchaser desires. rier, as Purchaser desires.

5. INDEMNIFICATION – Purchaser agrees to and shall indemnify and save harmless the Seller, its employees and agents for and against all third party claims, lawsuits and losses arising out of or in connection with the operation or non-operation of the system or monitoring facilities whether these claims be based upon alleged intentional conduct or active or passive negligence on the part of Seller, it agents,

servants or employees.

The Seller assumes no liability for delay in installation of the system, or interruption of service due to strikes, riots, floods, fires, acts of God, or any cause beyond the control of Seller including interruption in telephone service. Seller will not be required to supply service to the Purchaser while interruption of serv-

ice due to any such cause shall continue.

6. CENTRAL STATION SERVICES - Central station services consist of the receipt, analysis and b. CENTRAL STATION SERVICES — Central station services consist of the receipt, analysis and response (dispatch of proper authorities) to signals from system installed under this Agreement. Such services are initiated upon final payment for installation and pre-payment of service charges. All services may be discontinued anytime charges are unpaid or system is abused. Notice by certified or registered letter to billing address shall be deemed sufficient notice of discontinuation and shall be deemed effective for all purposes upon mailing and not receipt.

Monitoring service is billed and payable annually in advance. MONITORING SERVICE SHALL CONTINUE ON A YEARLY BASIS UNLESS CANCELLED IN WRITING BY EITHER PARTY NO LESS

THAN 60 DAYS BEFORE ANNUAL RENEWAL DATE.

The Department or other organization to which the connection may be made or an alarm signal may be transmitted may invoke the provisions hereof against any claims by the Purchaser or by others due to failure of such Department organization.

7. TELEPHONE CONNECTIONS - Seller will assist Purchaser in making necessary arrangements to secure telephone service connections for systems. Purchaser agrees to furnish any necessary telephone services or telephone lines at Purchaser's own expense. The charge for the installation and continuation of this service shall be billed to the account of the Purchaser and will appear on his regular tele-

- It is the responsibility of the Purchaser to test the system for proper operations periodically but not less than monthly. Purchaser shall follow all instructions and procedures which Seller may pre-

scribe for the operation and maintenance of the system.

9. RETENTION OF TITLE AND RIGHT OF ACCESS - The system shall remain the personal property of Seller until fully paid for in cash by Purchaser and Purchaser agrees to perform all acts which may be necessary to assure the retention of title to the system by Seller. Purchaser understands and agrees that the installation of equipment owned by Seller does not create a fixture on the Premise as to that equipment. Should Purchaser default in any payment for the system or part, then Purchaser authorized and empowers Seller to enter upon/in said Premise and to remove the system, or part from the premises. Such removal, if made by Seller, shall not be deemed a waiver of Seller's right to damages Seller sustains as a result of Purchaser's default and Seller shall have the right to enforce any other legal remedy or right. Furthermore, Seller shall be in no way obligated to restore the premises to its original condition, or right. Furthermore, seller shall be in no way obligated to restore the premises to its original condition, or redecorate same in the event the system or part is removed as a result of Purchaser's default in payment, nor shall Seller be obligated or liable to Purchaser in any manner. Risk of loss of the system, or any part of the same, shall pass to Purchaser upon delivery to the premises of such system or part.

10. FEES, CHARGES, RIGHTS AND COST OF COLLECTION – All fees and charges are payable in advance. Failure to pay fees, charges or other sums owed will result in your services being disconnected. Further, when you are in default, Seller can require immediately apprent (acceleration) of what you was under the contract and take persection of the present. Plane payable values and the properties and the properties of the present.

owe under the contract and take possession of the property. Purchaser waives any right Purchaser has to demand for payment, notice of intent to accelerate and notice of acceleration. If Seller hires an attorney to collect what Purchaser owes, Purchaser will pay the attorney's fee and court costs as permitted by law. This includes any attorneys' fees Seller incurs as a result of any bankruptoy proceeding brought by or against Purchaser under federal law or an appellate proceeding. Payment shall be due upon the receipt of invoices by Seller unless otherwise specified on the front hereof. Interest shall accrue on all amounts more than thirty (30) days past due at the default rate of interest of 18% per annum or the maximum allowable rate, whichever is less. All payments shall be due and payable at Seller's office set forth on the front of the Agreement. Additionally, there will be a 1.50%/month LATE CHARGE on Past Due Balances. The minimum Late Charge is \$3.00. Any action taken under paragraph 6 and/or paragraph 9 shall in no way prejudice Seller's right to collection of unpaid charges and costs herein enumerated. If solution to discontinued because of Purchaser's past due balance, and if Purchaser desires to have the monitoring service reactivated, Purchaser agrees to pay in advance to Seller a reconnect charge to be fixed by Seller at a reasonable amount. Seller shall have the right to increase the reoccurring service charge provided herein, upon written notice to Purchaser, at any time or times after the date service is operative under this Agreement. Purchaser agrees to notify Seller of any objections to such increase in writing within twenty (20) days after the date of the notice of increase, falling which it shall be conclusively presumed that Purchaser agreed to such increase. In the event Purchaser objects to such increase, Seller may elect to (i.) continue this Agreement under the terms and conditions in effect immediately prior

to such increase, or (ii) terminate the Agreement upon fifteen (15) days advance notice to Purchaser. In addition to these charges addressed above, Purchaser agrees to pay, upon demand, (a) any false alarm assessments; federal, state and local taxes, fees or charges imposed by any governmental body or entity relating to the equipment or services provided under this Agreement; (b) any increase in charges to company or to Seller for the facilities needed to transmit signals under this Agreement; and (c) any service charge in the event Seller sends a representative to Purchaser's premises in response to a service call or alarm signals where Purchaser has not followed proper operating instructions, failed to close or properly secure a window, door or other protected point, or improperly adjusted CCTV camera, mon-

to properly secure a window, door or other protected point, or improperly adjusted CCTV camera, moritiors or accessory components.

11. NOTICE TO PURCHASER – Under the Mechanic's Lien Law, any person who helps to improve your
property and is not paid has the right to enforce his claim against your property. Under law, you may protect yourself against such claims either by filing with the Court a 'No Lien Agreement' or a payment bond
depending upon the law of the state where your property is located.

(a) BUYER'S RIGHT TO CANCEL this Agreement. Buyer may cancel this Agreement or purchase

by mailing a written notice to the Seller postmarked not later than midnight of the third business day after the date this Agreement was signed. Buyer may use the face of this Agreement as that notice by writing I hereby cancel by Buyer signature and by adding your name, address and new signature thereon. The notice must be mailed to Seller at the office indicated in the Agreement and must be sent by either certified mail or registered mail.

12. ENTIRE AGREEMENT - This instrument constituted the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all previous negotiations, commit-

ments (either written or spoken) and writing pertaining hereto.

This Agreement can only be changed by a written amendment signed by both parties or their duly authorized agent. No waiver or breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

If any of the terms or provisions of this Agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

This Agreement becomes binding upon Seller only when signed by a District Sales Manager of

Atlantic Companies. In the event of non-approval, the sole liability of the Seller shall be to refund to Buyer the amount that has been paid to Seller upon execution of this Agreement.

13. LITIGATION – The laws of the State of Florida shall govern the terms of this Agreement and the par-

ties agree to submit to the jurisdiction of the State of Florida. Venue for resolution of any disputes arising under this Agreement, including litigation, regardless of place of payment, shall be in a forum or court, as required, of competent jurisdiction in Duval County, Florida, and the undersigned waives any venue rights he may possess and agrees that he shall not contest that Duval County, Florida, is a convenient forum.

14. CHANGES AND ASSIGNMENT - Purchaser acknowledges that the sale or transfer of the Premise by the Purchaser to a third party does not relieve Purchaser of his obligations under this Agreement. Purchaser may not assign this Agreement unless Purchaser obtains prior written consent from Seller. Seller may assign this Agreement or subcontract the work to be performed without notice to Purchaser or Purchaser's consent

15. THIRD PARTY INDEMNIFICATION — In the event any person, not a party to this Agreement, shall make any claim of file any lawsuit against Seller for any reason relating to our duties and obligations purposes. make any claim of file any lawsuit against Seller for any reason relating to our duties and obligations pursuant to this Agreement, including but not limited to the design, maintenance, operation, or non-operation of the alarm-system, Purchaser agrees to indemnify, defend and hold Seller, its dealers, agents, installers, their successors and assigns harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorneys fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Seller, its dealers, installers, agents, servants, assign or employees. This Agreement by Purchaser to indemnify Seller against third party claims as herein above set forth shall not apply to losses, damages, expenses and liability resulting in injury or death to third persons or injury to record to fitting persons, which lesses damages expenses and liability. death to third persons or injury to property of third persons, which losses, damages, expenses and liability occur solely while an employee of Seller is on Purchaser's Premises in accordance with this Agreement and which losses, damages and liability are solely and directly caused by the act or omissions of that employee.



Thank you for Choosing Atlantic Security to monitor your alarm system. Our Mission is SECURITY SYSTEMS to be sure that every client is satisfied with our performance that they would definitely do business with us again. Everyone at Atlantic Companies is deciated to providing prompt, professional and confidential response to all of your security needs.

HOME THEATERS

### General Information for you:

### **Our Monitoring Center:**

AUDIO / VIDEO

Alarm signals are monitored through our Central Monitoring Center in Orlando, Florida The center is responsible for calling you, the client after an alarm has been sent and verifying whether the alarm was false or not. In the event of an alarm do not call us LIGHTING CONTROL from your home phone. Dispatching may occur if the monitoring center is unable to reach you.

**Central Station** 

904-743-4440 or 1-800-633-4738

STRUCTURED WIRING

Customer service/Repair information: 904-743-8444 or 800-633-4738

surveillance systems. This department will answer questions regarding the use of your alarm system, name and phone number changes and we take service requests for technical problems. Our staff is here to assist you Monday-Friday 7:30 am till 5:00 pm. COMMUNICATIONS Outside those hours we have an ON-Call Tech to help with any technical

problems 24-7

### ACCESS CONTROLSales Information:

Your existing alarm system is easily expandable and we can customize it to fit your security needs. If needed, we can add to your existing alarm system such as medical alert pendants, smoke dectors, and key fobs. CENTRAL VAC

### Account changes or updates:

Please call Carol Masterson at our Jacksonville office for any changes or updates such as AUTOMATION name changes. You also may contact her with any questions by E-mail cmasterson@atlanticcompanies.net she will always direct you to the right person if she cannot help you. If you need to close your account for any reason such as moving you must notify us in writing. Please call Carol to assist you with that. 904-743-8444

From everyone at **Atlantic Companies** we want to say Design Department FOR CHOOSING US! We truly appreciate your business and will work hard to ensure your complete satisfaction. Enclosed please find your start up Senior Installer packet and your customer care representative information. Install Apprentice

Project Manager

# CONTRACT APPROVAL FOR

(Contract Management Use only)

CONTRACT

CONTRACTOR INFORMATION	CM1725-A1
Name: ATLANTIC COMPANIES, INC.	3371172371
Address: 1714 CESERY BLVD JACKSONVILLE I	L 32211 Zip
Contractor's Administrator Name: <u>CAROL MASTERSON</u> Title: <u>CUSTON</u>	
Tel#: 904-743-8444 Fax#: 904-743-8466 Email: CMASTERSON@ATL	ANTICCOMPANIES NET
CONTRACT INFORMATION	
Contract Name: <u>SECURITY ALARM MONITORING</u> Contract Value: <u>\$5,952.0</u>	0 + 222.00 Callahan Co Bldg.
Brief Description: To add to the existing agreement the Callahan County Building Se	curity Location Effective 9/1/11
Contract Dates APRIL 1, 2011 to SEPT 30, 2014 Status: New X Rer Order	new X Amend#WA/Task
How Procured:Sole SourceSingle SourceITBRFP X RFQC	Coop. Other
If Processing an Amendment:	
Contract #:Increase Amount of Existing Contract:	No Increase
New Contract Dates: to TOTAL OR AMENDMENT AM	1: I
APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING PO	= 1
	93519-534000 S
	unung source Acci #
2. Contract Management Date	A AM
3. 9-12-11	<b>3</b> 600
County Attorney (approved as to form only)  Date	NANAGEMENT
4. Office of Management & Budget Date	9 (K) 184 (K)
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Comments:	
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Office of Management & Budget

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	ATLANTIC	
Ì	COMPANIES	

] Install ] Pre-wire

	Purchase Agreement
	Equipment Add-On
$\boxtimes$	<b>Monitoring Agreement</b>
	80871-13

CM1725-A1 1714 CESERY BOULEVARD JACKSONVILLE, FL. 32211

RESELVED 4.743.8444 ONTRAGEORGIA 912-264-8679 2011 SEP - FAX: 904-743.8466

COMPANIES		2011 SI	EP -   AM 10: 20
This Agreement is made this 18TH		, 2011 , by and between	ATLANTIC COMPANIES
(Seller) and CALLAHAN COUNTY BU			(Purchaser).
For the consideration and pursuant to			to sell to Purchaser and to
install, or cause to be installed in the			
CALLAHAN, FL 32011 Terms and conditions of this purch		(Premises), and Purchaser agree	s to buy equipment listed.
terms and conditions of this purch	ase agreement appear o	on the back of this document. Read	them before you sign it.
BILLING ADDRESS	NASSAU BOARD OF C	ОММ.	
☐ Temporary ☐ Permanent 7	6347 VETERANS WAY S	UITE 4000 YULEE, FL 32097	
C.P.U. MODEL		CARBON MONOXIDE DETECTOR	RS
MONITORING METHOD:		STROBE LIGHT	
PHONELINE Provider		HIGH WATER LEVEL SENSORS	
CELLULAR		SMOKE DETECTORS	
INTERNET		HEAT DETECTORS	
		,	
TWO-WAY VOICE		DOOR SENSORS TYPE	
INTERIOR SPEAKER / SIREN		OVERHEAD DOOR SENSORS	
REMOTE TELEPHONE CONTROL		WINDOW SENSORS MODEL	
EXTERNAL SIREN		WINDOW SCREENS	
EXPANSION MODULES		GLASS BREAK SENSORS	
L.C.D. TOUCHPAD MODEL		INTERNAL SENSORS TYPE	
L.E.D. TOUCHPAD MODEL			
KEYFOB MODEL			
☐ LEASE ☐ PURCHASE		CONNECTION CHARGE	+ TAX
AGREEMENT LENGTH	MÔ, ,	JOB INSTALLATION	+ TAX
INSTALLATION DEPOSIT	+ TAX	JOB DEPOSIT	+ TAX
MONTHLY INSTALLMENTS	+ TAX	JOB COMPLETION BALANCE	+ TAX
MONTHLY MONITORING	+ TAX	ANNUAL MONITORING	\$222.00 + TAX
		ANNUAL BACKUP MONITORING	+ TAX
☐ MONTHLY	QUARTERLY	SEMI-ANNUAL	☐ ANNUAL
<u> </u>		ILLING CHOICES	
EMERGENCY LIST: Please list the	se individuals to be calle	ed after	
authorities have been dispatched			
NAMES: 1.		2	
TELEPHONE: Home:		Home:	
Office:		Office:	
Mobile:		Mobile:	
Email:		Email:	
Home #		x Dallan	Spolic
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Office # 25:2 U LZ	175 1107	( ) ( Works	C. MASTERSON
		CONSULTANT	MANAGER APPROVAL
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I understand that it is my responsibility to periodically (at least monthly) test and check my security system, and to notify the company promptly of service needs, and additionally to notify the company in writing of any changes in the Emergency List information.

### **Terms and Conditions**

PRINTED AGREEMENT - None of the PRINTED AGREEMENT or its items and conditions may be hout the express written approval of an officer of the Seller.

SELLER agrees to install specified systems on premises and to make any necessary inspections and sis to deliver system to Purchaser in operating condition in accordance with standard installation

Seller. The installation will be completed within a reasonable length of time based on the conditions herent in the premises and Selier's installation schedule.

FULL ONE-YEAR WARRANTY - Seller/Atlantic Companies promises to furnish a replacement part

r any portion of Purchaser's security system that proves to be detective in workmanship or material oder normal use for a period of one year from the date of installation. Seller reserves the right to use conditioned parts in fulfillment of this warranty.

conditioned parts in fulfillment of ints warranty.

Seller/Attantic Companies extends to Purchasers warranties for equipment not made by us granted is by manufacturers of such equipment used in Seller home systems. Seller will return this equipment the original manufacturer for fulfillment of their warranty obligations.

We will furnish the labor to remove and replace the defective part during the same one-year period Seller/Atlantic Companies makes no other warranty except as herein specifically set forth, particularly ny warranty of merchantability or fitness for any particular purpose, either express or implied in law GENERAL: Furnishing of parts and labor as described above shall constitute fulfillment of all eller/Atlantic Companies obligations with respect to this warranty, and replacement part will be warranted nly for the unexpired portion of the original warranty.

A bill of sale, cancelled check, or payment record shall be kept by Purchaser to verify purchase date nd establish warranty period.

To obtain service, call the office listed on the Purchase Agreement you signed at the time of purchase vour system

Distributed by Atlantic Companies 1714 Cesery Boulevard Jacksonville, FL 32211

Ready access to the system for service is the responsibility of the Purchaser Seller will perform service ring normal working hours. For emergency service, Seller will charge you an emergency

iller will andeavor to perform service Within 48 hours after notification of a problem by the Purchaser EXCLUSIONS: This warranty applies only to units sold and retained within the continental USA. This

arranty does not apply to the product or parts that have been damaged by accident, abuse, lack of prog-aintenance, unauthorized alterations, misapplication, fire, flood, lightening strikes or acts of God. This warranty does not cover service cells which do not involve defective workmanship or materials NO CASE WILL SELLER/ATLANTIC COMPANIES BE RESPONSIBLE FOR CONSEQUENTIAL OR PECIAL DAMAGES

SELLER NOT AN INSURER - It is specifically understood and agreed: That Seller is not an SELECT NOT AN INSURED. It is specifically briteratood and agreed. That Select is not do surer; that insurance, if any, shall be obtained by Purchaser; that the payments provided for srein are based solely on the value of the service as set forth herein and are unrelated to the slue of the Purchaser's property or Premises; THAT SELLER MAKES NO GUARANTEE OR ARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT HE EQUIPMENT OR SERVICES SUPPLIED WILL AVERT OR PREVENT OCCURRENCES OR HE CONSEQUENCES THEREFROM WHICH THE SYSTEM OR SERVICE IS DESIGNED TO ETECT OR AVERT. Purchaser acknowledges that it is impractical and extremely difficult to fix is actual damages, if any, Which may proximately result from a failure to perform any of the bligations herein, or the failure of the systems to properly operate with resulting loss to Purch scause of, among other things:

(a) The uncertain amount or value of Purchaser's property or that of other persons kept on the remises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences hich the system or service is designed to detect or avert;

(b) The uncertainty of the response time of any police department, fire department, paramedic ift, patrol service or other such services or entities should such department or entity be

ispatched as a result of a signal being received or an audible device sounding;
(c) The inability to ascertain what portion, if any, of any loss would be proximately caused by

siler's failure to perform or by failure of its equipment to operate;
(d) The nature of the service to be performed by the Seller and the uncertain nature of courrences which might cause injury or death to Buyer or any other person which the system or anipment is designed to detect or evert.

urchaser understands and agrees that if Seller should be found liable for loss or damage due om a failure of Seller to perform any of the obligations herein, whatsoever, including, but not nited to installation, design, service, monitoring, or the failure of any system or equipment stalled by, or service performed by Seller in any respect whatsoever, Seller's maximum liability hall not exceed a sum equal to the annual service charge contracted herein or Two Hundred ifty (\$250,00) Dollars, whichever is less, and this liability shall be exclusive; and that the provi I this Section shall apply if loss or damage, irrespective of cause or origin, results directly rindirectly from performance or nonperformance of the obligation imposed by this contract Interrectly storn performance or non-performance or the congation imposed by this contract from negligence, active or otherwise, of Seller, its agents, assigns or employees, in the event at the Purchaser wished Seller to assume greater liability, Purchaser may, as a matter of right, btain from Seller a higher limited liability by paying an additional amount proportioned to the crease in demages, but such additional obligation shall in no way be interpreted to hold Seller s an insurer. Purchaser may also obtain such additional liability protection from insurance carrier.

INDEMNIFICATION - Purchaser agrees to and shall indemnify and save harmless the Seller, its reployees and agents for and against all third party claims, lawsuits and losses arising out of or in

ith the operation or non-operation of the system or monitoring facilities whether these claims be ased upon alleged intentional conduct or active or passive negligence on the part of Seller, it agents avants or employees.

The Seller assumes no liability for delay in installation of the system, or interruption of service due to rikes, riots, floods, fires, acts of God, or any cause beyond the control of Setter including interruption in lephone service. Setter will not be required to supply service to the Purchaser white interruption of service Je to any such cause shall continue.

CENTRAL STATION SERVICES - Central station services consist of the receipt, analysis and sponse (dispatch of proper authorities) to signals from system installed under this Agreement. Such arvices are initiated upon final payment for installation and pre-payment of service charges. All services ay be discontinued anytime charges are unpaid or system is abused. Notice by certified or registered ter to billing address shall be deemed sufficient notice of discontinuation and shall be deemed

Tective for all purposes upon mailing and not receipt.

Monitoring service is billed and payable annually in advance, MONITORING SERVICE SHALL ONTINUE ON A YEARLY BASIS UNLESS CANCELLED IN WRITING BY EITHER PARTY NO ESS THAN 60 DAYS BEFORE ANNUAL RENEWAL DATE.

The Department or other organization to which the connection may be made or an alarm signal may 3 transmitted may invoke the provisions hereof against any claims by the Purchaser or by others due failure of such Department organization.
TELEPHONE CONNECTIONS - Seller will assist Purchaser in making necessary arrangements to

scure telephone service connections for systems. Purchaser agrees to furnish any necessary tele-

phone services or telephone lines at Purchaser's own expense. The charge for the installation and continuation

of this service shall be billed to the account of the Purchaser and will appear on his regular telephone

8. TESTING -it is the responsibility of the Purchaser to test the system for proper operations periodically but not less than monthly. Purchaser shall follow all instructions and procedures which Seller may prescribe for the operation and maintenance of the system.

9. RETENTION OF TITLE AND RIGHT OF ACCESS - The system shall remain the personal property.

of Seller until fully paid for In cash by Purchaser and Purchaser agrees to perform all acts which may be necessary to assure the retention of title to the system by Seller, Purchaser understands and agrees that the installation of equipment owned by Seller does not create a fixture on the Pramise as to that equipment. Should Purchaser default in any payment for the system or part, then Purchaser authorized and empowers Seller to enter upon/in said Premise and to remove the system, or part from the premises. Such removal, if made by Seller, shall not be deemed a waiver of Seller's right to damages Seller sustains as a result of Purchaser's default and Seller shall have the right to enforce any other legal remedy or right. Furthermore, Seller shall be in no way obligated to restore the premises to its original condition, or redecorate same in the event the system or part is removed as a result of Purchaser's default in payment, nor shall Seller be obligated or liable to Purchaser in any manner, Risk of loss of the system, or any part of the same, shall pass to Purchaser upon delivery to the premises of such system or part.

10. FEES, CHARGES, RIGHTS AND COST OF COLLECTION - All fees and charges are payable in advance. Failure to pay fees, charges or other sums owed will result in your services being disconnected. Further, when you are in default, Seller can require immediate payment (acceleration) of what you owe under the contract and take possession of the property. Purchaser waives any right Purchaser has to demand for payment, notice of intent to accelerate and notice of acceleration. If Seller hires an attorney to cellent for payment, notice of intent to acceler set and notice or acceleration, it select nites an attorn to collect what Purchaser owes, Purchaser will pay the attorney's fee and court costs as permitted by law. This includes any attorney's fees Seller incurs as a result of any bankruptcy proceeding brought by or against Purchaser under federal law or an appellate proceeding. Payment shall be due upon the receipt of invoices by Seller unless otherwise specified on the front hereof, interest shall accrue on all amounts more than thirty (30) days past due at the default rate of interest of 18% per annum or the antion is find a faith fully (oc) days has due at the delicative or interest of low per almular of the maximum allowable rate, whichever is less. All payments shall be due and payable at Seller's office set forth on the front of the Agreement. Additionally, there will be a 1.50%/nonth LATE CHARGE on Past Due Balances. The minimum Late Charge is \$3.00. Any action taken under paragraph 6 and/or paragraph 9 shall in no way prejudice Seller's right to collection of unpaid charges and costs herein enumerated. If services are discontinued because of Purchaser's past due balance, and if Purchaser desires to have services are discontinued decades of Purchaser spass due palance, and it Purchaser desires to have the monitoring service reactivated, Purchaser agrees to pay in advance to Seller a renework name to be fixed by Seller at a reasonable amount. Seller shall have the right to increase the reoccurring service charge provided herein, upon written notice to Purchaser, at any time or times after the date service is operative under this Agreement. Purchaser agrees to notify Seller of any objections to such increase in writing within twenty (20) days after the date of the notice of increase, faking which it shall be condusively presumed that Purchaser agreed to such increase. In the event Purchaser objects to such increase, Seller may elect to (i.) continue this Agreement under the terms and conditions in effect immediately prior to such increase, or (ii.) terminate the Agreement upon fifteen (15) days advance notice to Purchas

In addition to these charges addressed above, Purchaser agrees to pay, upon demand, (a) any false alarm assessments, federal, state and local taxes, fees or charges imposed by any governmental body or entity relating to the equipment or services provided under this Agreement; (b) any increase in charges to company or to Seller for the facilities needed to transmit signals under this Agreement, and (c) any service charge in the event Seller sends a representative to Purchaser's premises in response to a service call or alarm signals where Purchaser has not followed proper operating instructions, failed to close or properly secure a window, door or other protected point, or improperly adjusted CCTV camera, monitors

11. NOTICE TO PURCHASER - Under the Mechanic's Lien Law, any person who helps to improve your property and is not paid has the right to enforce his claim against your property. Under law, you may protect yourself against such claims either by filing with the Court a 'No Lien Agreement' or a payment bond depending upon the law of the state where your property is located.

(a) BUYER'S RIGHT TO CANCEL this Agreement, Buyer may cancel this Agreement or purchase

by mailing a written notice to the Seller postmarked not later than midnight of the third business day after the date this Agreement was signed. Buyer may use the face of this Agreement as that notice by writing 1 hereby cancer by Buyer signature and by adding your name, address and new signature thereon. The notice must be mailed to Seller at the office indicated in the Agreement and must be sent by either certified

12. ENTIRE AGREEMENT - This instrument constituted the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all previous negotiations, commitments (either written or spoken) and writing pertaining hereto.

This Agreement can only be changed by a written amendment signed by both parties or their duly authorized agent. No waiver or breach of any term or condition of this Agreement shall be construed to

be a waiver of any succeeding breach.
If any of the terms or provisions of this Agreement shall be determined to be invalid or inoperative, all

of the remaining terms on provisions shall remain in full force and effect.

This Agreement becomes binding upon Seller only when signed by a District Sales Manager of Atlantic Companies, in the event of non-approval, the sole liability of the Seller shall be to refund to Buyer the amount that has been paid to Seller upon execution of this Agreement.

13 LITIGATION - The laws of the State of Fiorida shall govern the terms of this Agreement and the pa agree to submit to the jurisdiction of the State of Florida. Venue for resolution of any disputes arising under this Agreement, including litigation, regardless of place of payment, shall be in a forum or court, as required, of competent jurisdiction in Duval County, Florida, and the undersigned waives any venue rights he may possess and agrees that he shall not contest that Duval County, Florida, is a convenient

14. CHANGES AND ASSIGNMENT - Purchaser acknowledges that the sale or transfer of the Premise by the Purchaser to a third party does not relieve Purchaser of his obligations under this Agreement, urchaser may not assign this Agreement unless Purchaser obtains prior written consent from Sell Seller may assign this Agreement or subcontract the work to be performed without notice to Purchaser

or Purchaser's consent.

15. THIRD PARTY INDEMNIFICATION - In the event any person, not a party to this Agreement, shall make any claim of file any lawsuit against Seller for any reason relating to our duties and obligations pursuant

to this Agreement, including but not limited to the design, maintenance, operation, or non-operation of the alarm-system, Purchaser agrees to indemnify, defend and hold Seller, its dealers, agents, installers, their successors and assigns harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorneys fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Selfier, its dealers, installers, agents, servants, assign or employees. This Agreement by Purchaser to indemnify Selfier against third party claims as herein above set forth shall not apply to losses, damages, expenses and liability region in injury or death to third persons or injury to property of third persons, which losses, damages, expenses and liability occur solely while an employee of Seller is on Purchaser's Premises in accordance with this Agreement and which losses, damages and liability are solely and directly caused by the act or omissions of that employee

### CONTRACT APPROVAL FORM

(Contract Management Des only)

CONTRACT TRACKING NO,

(m/1725)

### CONTRACTOR INFORMATION

ATLANTIC COMPANIES, INC. Name: Address: 1714 CESERY BLVD notor & Administrator Name: <u>CAROL MASTERSON</u> 904343-8444 Fex#: 904-743-8466 Email: CMASTERSON@ATLANTICCOMPANIES.NE CONTRACT INFORMATION ect Name: SECURITY ALARM MONITORING Contract Value: \$5,952.00 escription Maintenance Accessed on the indical Annex Elevators. Contract Dates APRIL 1, 2011 to SEPT 30, 2014 Status; New X Renew Amend# WA/Tesk How Procured: \_\_\_ Sole Source \_\_\_ Single Source \_\_\_ ITB \_\_\_ RFP X RFQ \_\_\_ Coop. \_\_\_ Other If Processing an Amendment Contract #: Increase Amount of Existing Contract: TOTAL OR AMENDMENT AMOUNT: S APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6 2-17-2011 See attached worksheet Funding Source/Acct # Office of Management & Budget Comments: Ted Selby, Com RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS: Original: Clerk's Services; Contractor (original or certified copy) 12:2 Hd 4-89+102 Department Office of Management & Budget THE DAILAR TO AHTWO Contract Management Clerk Finance 63/村引 りヨ月

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	- Innered	nent Add-On		
			FLORIDA 904-7	
ATLANTIC		oring Agreement	GEORGIA: 612-21	34-8679
COMPANIES			FAX: DOLT	43_6466
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(Saller) and Nassau County Boar	d of County Commissioners			chasar).
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INTERNET		HEAT DETECTORS		
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I understand that it is my responsibility to periodically (at least monthly) test and check my security system, and to notify the company promptly of service needs, and additionally to notify the company in writing of any changes in the Emergency List information.

			1714 CESERY BOULEVARD
Insta	Install Purchase Agreement		JACKSONVILLE, FL 32211
I Pre		ent Add-On	
		ing Agreement	FLORIDA: 904-743-8444
ATLANTIC	∑ MOURDI	ung Agreement	GEORGIA: 912-264-8679
COMPANIES			FAX: DOLTALEAGE
This Agreement is made this 15th	day of February	, 2011 , by and betw	
(Saller) and Nessau County Board of For the consideration and pursuant to	County Commissioners	hands and Caleron	(Purchaser).
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LED. TOUCHPAD MODEL			
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Fax #		CONSULTANT	MANAGER APPROVAL

I understand that it is my responsibility to periodically (at least monthly) test and check my security system, and to notify the company promptly of service needs, and additionally to notify the company in writing of any changes in the Emergency List information.

## " Attachment B"

### Nassau County Board of County Commissioners Request for Quotation Form

Requesting Department:	Facilities Maintenance	Date:	<u>12/28/10</u>
Department Address:	45195 Musselwhite Road		
	Callahan Florida 32011		
Contact:	Don Castle County Cell Ph	one 904-753-1	046
Contact email:	maintech@nassaucountyfl.com		
Department Phone:		epartment Fax:	904-548-4687
-		•	
Product(s)/Service(s) to be	purchased (list all specifications as	nd requirements)	z •
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### Terms and Conditions

PRINTED AGREEMENT - None of the PRINTED AGREEDEENT or in least and conditions may be least without the express within approve of an officer of the Select.

SELLER agrees to total specified systems on premises and to make any recursary aspections and

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To obtain service, call the office listed on the Porchass Apresment you signed at the time of purchase YOUR STREETS

Distributed by Alternic Companies 1714 Cessry Boulevent Jacksonville, FL 32211

Ready access to the system for service is the responsibility of the Portheeser, Sefer will perform thing nominal working from the property service. Seder will thing you an emergency service.

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EXCLUSIONS: This warrang applies only to units acid add retained within the confinential USA. This strainty does not apply to the product or parts that have been discusped by scrotters, acuse, both of properture unesufficient attentions, indeeppleation, time, food, tip tenting safety or acts of doc. This warranty does not cover service acts which do not involve defective warborarchip or meterials. INC ASSE WILL SELLERIATLENTIC COMPANIES BE RESPONSISEE FOR CONSCIUENTIAL DR SCRULL FOR CONSCIUENTIAL DR

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is praicited as a result of a cloped being received or an audible device sounding.

(c) The inability to accertain what portion, if any, of any loca would be proximately caused by either a failure of its applicant to operate;

(d) The nature of the service to be performed by the Seller and the uncertain patture of

countences which might cause injury or death to duyer or any other parece which his system or judpment is descipted to detect or even. Urchass underwands and agrees that if Solier should be found liable for loss or damage due

United at unders lends and agrees that it Solies should be found liable for loss or damage dies on a failure of Selies to perform any of the obligations havels, whatsoever, including, but not risked to involvable on a sequence performed by Selies in any respect whatsoever, Selies's maximum Sebility and not received a sum equal to the annual sentime charge contracted hardin or Two Handred any (\$250.00) Dollacs, whichever is less, and this liability stell be accurately and fast the provision of this Section shall apply it loss or damage, invespective of cause or origin, results directly indirectly from performance or nonperformance of the obligation imposed by this contract from negligance, active or otherwise, of Selies, its egents, easigns or employees. In the event lat the Putchester winhed Selies to assume greater Selicity, Purchaser oney, as a matter of ignit than in Selies a higher invited Bellet by the performance and proportioned to the creater is damages, but such solidional ability in the proportion of the total Selies is an invited proportion. The creater is damages, but such solidional ability in protection from insurance cardiar a purchaser desires. s Purchasar desires

s "Historiaans consists." Purchases extens in and anali strimently and save hambers the Sellar, its IND CHAINFACATION - Purchases extens in and anali strimently and care hambers the Sellar, its Updayans and agents ha and against all third party claims, lawautis and losses arising out of or in

activization. By the operation or mon-operation of the system of monitoring (scattless whether these claims be assed upon althograd intentional conduct or active or passaive negligators on the part of Salitor, it agents, LIVERS OF BOTOLOVERS

test upon subgred stemants coord of save or persent reprigence on the pet or senior, a species, trivials or employees.

The Selev existence no liability for delay in installation of the system, or injuration of service due to rises, fibit, soods, lines, exist of God, or any cause beyond the control of Select instruction in disprises service. Select will not be required to supply service to the Procheser while instruction of service is the cry such cause shall continue.

In the cry such cause shall continue.

CHYTRAL STATION SERVICES - Coord station services consist of the recipit, enables and impose (dispatic) of proper authorities) to signals from system installed under this Agreement. Such exposes (dispatic) of proper authorities to signals from systems are supped to station to the service of service of service and indicated upon final payment of service are stationally only only on the service of the billing address station deserved sufficient notice of discontinuation and shall be deserved by the distribution of purposes upon mailing and not repaired.

Whintiering service is billed and paymise amountly in sevence, sitchet or service STALL ONTINUE ON A YEARLY EASS UNLESS CANCELLED IN WRITING BY STREET PARTY NO.

The Department or direct organization to which the connection may be made or an aircra signal may island may involve the provisions haven appears any claims by the Purchases or by others due in service and connections.

THE BYNONE CONNECTIONS - Seller will easier Purchases approach to furnish any necessary sensences to constitute on connections are provisions.

arvines of belegitaris films at Purchaper's own expense. The charge for the installation and

जा कर बन्धार इंसी के जीवर के कि बच्चाता वें कि निर्मात बन्धा की बाक विकास के लिए कि निर्माण कि कि

urang. E TESTURG -f. is the mapoperbility of the Purchaser of the system for proper operations personally but not lost that morning. Purchaser shall follow at instructions and procedures which Seliet may presente

but not less than content, Purchases shall follow all instructions and procedures which Seller may presented for its operation and majoranams of the system.

2. RETEMPOR OF THE AND PREMENT OF ACCESS - The system shall remain the personal property of Salar until titly said for in ceach by Functions and Purchases apprex is perform all acts which may be increasing to examine the retardion of file to the system by Salar, Purchases understands and agrees that the installation of explainment sweeted by Salar does not create a force on the Frenthese at the equipment. Should Purchases default in any payment for the system of past, then Purchases authorized and empowers Salar default combine and Frenthese than the equipment. Should Purchases default in any payment for the system of past, then Purchases authorized and empowers Salar increase by Salar, should not become a system of Salar's high no damages Salar aucitate as it is entitled to the standard and Salar's high to damages Salar aucitate as it is not be solar about an Salar's high no damages Salar aucitate or intitle Furthermore. Salar should not be seemed a real to salar any obtain legal amonety or right. Furthermore, Salar should be in no way obligated to restore the premises to be original condition, or redemonate came in the event the system of part to remove the premises to the original condition, or redemonate came in the event that system or past to removed as a result of Furchases' solar in payment.

2. Performance, Salar should be increased upon definer; to the premises of such system or part in the some, shall press to Purchases upon definer; to the premises of such system or pay less. The FEEL CHARGES, RIGHTS ARD COST OF COLLECTION - As less and charges are payable in adverture. Feilure to pay item, charges or other stone need will resid in your services being deconnected. any part of the beams, and peed to Procrease upon determ to the premises of such system of part.

10. PRESE, ChiARGES, INCHTS AND COST OF COLLECTION. As less and changes are payable in advance, Feiture to pay less, changes or other store need will reside in your parvises being disconnected. Purples, when you set in passault, Selber and require immediate, payament (accumendation) of was your own under the content and table possession of the property. Purchased walves any fight Fundation has in bismared for payament, notice of careful members, if Selber three an attaining to other whan Purchased overse, Purchased will pay the attending to the and count course in permitted by less. This inductes any attendant less the or as a peedit of any bentruptary processing throughly or against Purchased Purchased will pay the attendant of any bentruptary processing throughly or against Purchased payable three or all amounts more than thirty (30) days past due it to default rate of the foreign shall be the open the meeting of involves by Selber unders of the Agreement, Additionately, Park will be a 1.50% insorth LATE CHARGE on Peed the meeting of the foreign and on the limit for the Agreement, Additionately, Park will be a 1.50% insorth LATE CHARGE on Peed the Selberous to the foreign to the other payable at Selber's office set foreign on the limit of the Agreement, Described of Purchased parts to make the other payable at Selber's office set foreign on the foreign of the payable at Selber's office set foreign on the limit of the Agreement, Additionately, Park will be a 1.50% insorth LATE CHARGE on Peed Due Selberous to the month of the Agreement, Additionately amount, Selber set must be payable and costs better to have the month of the Agreement. Purchased agrees to notly Selber of any objections to such increase in writing within beauty (20) pays that if the date of the position of the contraction of such increase in writing within beauty (20) pays that if the date of the position of the contraction of such increase in writ

Salar may also to (1,1) confinue this Agreement under the terms and conditions in effect immediately proto such increase, or (2,1) terminant the Agreement upon titled (15) days advance militar to Purchase,
in addition to these charges such excessed above, Purchases agrees to pay, opon destrant, (a) any filse
aliam excessorant, factorial whate and local local, face or charges imposed by any powermental body
or softly relating to the adjulpment or services provided under this Agreement, (b) any immental incompain company or in Seller for the facilities needed to transfel signals under this Agreement and (c) any
services charge in the sweet Seller senter is representably to Purchases's premiser in temporary to a service.

The company of the services purchase has not followed proper operating historicism, failed to obse
or properly secure a window, door or other protected point, or improperly educated COTY camera, monitors.

or accessory components.

11. NOTICE TO PTIRCHASER - Under the Mechanic's Util Low, any person who halps to improve your property and is not paid has the right to entorce his claim against your property. Under law, you may protect yourself against such claims either by fing with the Court 8 No Use Agreement or a payment band.

Appending upon the late of the state where your property is board.

(a) BUYEN'S RIGHT TO CANCEL this Agreement, Sayer may cancel this Agreement or purchase by making a version cacine to the Seller postunated not later than midnight or fire fixed business day after the date fix Agreement was signed. Buyer may us like than midnight or fire fixed business day after the date fix Agreement was signed. Buyer may use the teach of this Agreement as that notice by writing it hereby cancels by Buyer signature and by satisfactory your name, additions and ones signature sharpon. The notice must be maked to Seller at the office indicated in the Agreement, and recent be sent by after certified

insport inter or treatment to serve in a control man for a partie of the parties in a parties in

sufficiency agent. He sealest or breach of any term or condition of this Agreement shall be construed to be a watyer of any association pleased. If any of the terms or provisions of this Agreement shall be chearanthed to be invested in inoperative, all of the remaining terms and provisions shall remain in full time and affect.

This Agreement becames binding upon Sealer only when styred by a Distinct Sealer Managor of Atlantic Companies, in the event of non-approval, the sole liability of the Sealer shall be to return to Buyer the amount that has been paid to Sealer upon association of this Agreement.

13. LTBA-TOM: -The laws of the State of Fichids sixel powers he terms of this Agreement and the parties agree to submit to the jurisdiction of the State of Fichids sixel powers he terms of this Agreement into the partiest agree to submit to the jurisdiction of the State of Fichids sixel powers he terms of this Agreement count on the parties agree to submit to the jurisdiction of the State of Fichids sixel powers have been a final nor court, as required, of compellant jurisdiction in Duvid County, Flotids, and the understoned walves any versus rights to may possess and egrees that he shall not covised that Duvid County, Froids, is a convenient torus.

14. LTBA-DOSS AND ASSIGNATEMENT - Purchases action whether is a before the six of transity of the Premises.

14. Intelligies Aug. Assumement : - runniaria acrowings may be set or training of the frames by the Purchaser to a third party does not relieve Purchaser that this bilgations under this Agreement. Purchaser may not excite this Agreement unless Purchaser totality prior written consent from Salist. Seller may excite this Agreement or subcontract the work to be partnamed without notice to Purchaser or Purchaser consent.

15. THIRD PARTY BUDGENHINGATION - In the event any pastion, not a pany to this Agreement, shall make any distinct the any langual agrainst Salist for any reason relating to our duries and obligations.

potentials to the Agreement, including but not limited to the design, salvasmance, operation, or non-operation to the Agreement, including but not limited to the Agreement, Purchaset agrees to indeamily, desiend and hold Selber, its desiens, agents, insideless, their eurosessons and essigns hermices from any and all claims and lexysuits, including the payment of all dismapes, capanese, constrained the arisins be best upon allog intentional conduct, active or passive heapfigence, express or implied contract or warranty, contribution or indeamification, by since or product liability on the part of Seller, its cleatest, installers, agants, sensity, according to the part of Seller, its cleatest, installers, agants, sensity on the part of Seller, its cleatest inside that part claims as harries above sat torth pries not apply to besset, damages, expenses and liability resulting in highly or describ in their increase or industry to proceed of the partner, which besset, damagest, appears and fability. destr to third persons or injury to property of their persons, which boxes, damages, expenses and strikly process solely white an employee of Selan's on Pumberen's Premises in empedance with this Agreement and which losses, persepers and Sebility are solely and directly densed by the act or archains of that employee.

Attachment "A"

Nassau County School Board Properties monitored as of 2-15-11.

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Property	Address		Account Number
County Maintenance Office	45195 Musselwhite Ro	pad	AWS0071
Yulee Sparts Complex	86142 Goodbread Roa	86142 Goodbread Road	
Judicial Courthouse	76347 Veterans Way		237358
Judicial Courthouse "Fire"	ď	EF.	237358
Car 1 Elevator	æ	pr	904-225-2866
Car 2 Bevator	£f	æ	904-225-5423
Car 3 Elevator	et.	Ħ	904-225-0598
Car 4 Elevator	а	er	904-225-2788
Car S Elevator	er	# .	904-225-4894
Fire Rescue	96160 Nassau Place		AW50073
Fire Rescue Head Quarters	ď	ä	AWS0074
James S. Pager Governmental	Comolex		
Back Hall	96135 Nassau Place		AW50094
Supervisor of Elections	££	×	AW50079
Common Area	æ	at	AWS0080
CCA County MGR	a	. "	AW\$0081
Property Appraiser	H	u	AWS0082
Environmental Health	æ ,	16	AWS0083
Human Resources	Tr.	Ħ	AWS0084
County Attorney	ព	n	AWS0085
Nassau Historic Courthouse	416 Centre Street		237354
Yulee Extension East	es .	r. Ri	AWS0152
Clerk of Courts	45401 Mickler Street		W03481
West Nassau Multiuse	543350 Highway US1		130216
Nassau Solid Waste	46025 Landfill Road		121225
Nassau Ermerg. Operations	77150 Citizen Circle		237405