

# SONITROL®

CLIENT AGREEMENT

NO. 006139

DATE: 1-25-07

CLIENT NAME Rolling Hills Public Charter School PHONE \_\_\_\_\_

INSTALL AT 12781 W. Ashcreek St, Boise IDAHO 83713  
Address City State Zip

BILL TO ABOVE  BILL TO OTHER \_\_\_\_\_  
Name Address City State Zip

DEALER agrees to install or cause to be installed and to service, without liability and not as an insurer, during the term of this Agreement, an alarm system as described on the Security System Quotation dated JAN 19 2007 which becomes part of this Agreement.

This agreement applies to: (check appropriate categories)

All equipment is the personal property of the Dealer  Client  Burglar Alarm Signaling Service  Sprinkler Supervisory Signaling Service

TELEPHONE CO. CHARGES INCLUDED: Yes  No  Hold-Up Alarm Signaling Service  Access Control Service

SPECIAL INSTRUCTIONS Fire system installer will program dialer to call Sonitrol Pacific Alarm Station

The undersigned agrees to pay the DEALER, its agents or assigns the sums of:

INSTALLATION: \$ \_\_\_\_\_ \$ \_\_\_\_\_ Tax \$ \_\_\_\_\_ Total \$ \_\_\_\_\_ (\$ \_\_\_\_\_) (Down Payment) \$ \_\_\_\_\_ Balance Upon Completion

MONITORING: \$ 30.00 Tax \$ \_\_\_\_\_ Total \$ 30.00 billed monthly Payment Mode

SERVICE: Sonitrol Pacific will monitor 24/7 the fire system installed

MONTHLY MANAGEMENT REPORT: Yes  No  \$ NA COMMUNICATION LINK: \$ NA

### LIMITED WARRANTY

- Except as set forth herein, THE DEALER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, AND DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY. CLIENT ACKNOWLEDGES THAT NO OTHER REPRESENTATIONS WERE MADE TO CLIENT OR RELIED UPON BY CLIENT WITH RESPECT TO THE QUALITY AND FUNCTION OF THE GOODS.
- In the event any part of the equipment installed shall become defective or inoperative under normal use within one (1) year from the date of the original invoice for this installation, and DEALER determines the equipment is defective or inoperative, DEALER shall replace or repair such defective part without charge to CLIENT. IN NO EVENT SHALL DEALER BE LIABLE FOR MORE THAN, AND CLIENT'S EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY SHALL BE LIMITED TO, THE REPAIR OR REPLACEMENT OF DEFECTIVE EQUIPMENT INSTALLED UNDER THIS AGREEMENT, AND DEALER SHALL NOT BE LIABLE FOR INJURIES TO PERSONS OR PROPERTY, INCLUDING BUT NOT LIMITED TO, ALL GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WARRANTY IS NOT ASSIGNABLE.
- If CLIENT shall discover a defect in the products supplied under this Agreement, CLIENT shall immediately contact DEALER in writing or by telephone and fully describe the nature of the defect so that repair service may be rendered.
- DEALER shall not be liable for repair or replacement in the event of damage to material or equipment caused by accident, vandalism, flood, water, lightning, fire, intrusion, abuse, misuse, an act of God, any casualty, including electricity, unauthorized repair service, modification or improper installation by anyone other than DEALER and any other cause beyond the control of DEALER, including interruption of electrical or telephone service.
- CLIENT acknowledges that any affirmation of fact or promise made by DEALER shall not be deemed to create an express warranty, and that DEALER makes no representation or warranty, that the system supplied may not be compromised, circumvented, or that the system or services will in all cases provide the signaling, monitoring and response for which it was intended. CLIENT is not relying on DEALER'S skill or judgement in selecting or furnishing a system suitable for any particular purpose. Some states do not allow limitations on how long an implied warranty lasts or the exclusion or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights which may vary from state to state.

THIS AGREEMENT IS NOT BINDING UNLESS APPROVED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF THE SONITROL INDEPENDENT FRANCHISED DEALER. IN THE EVENT OF FAILURE OF APPROVAL, THE ONLY LIABILITY OF DEALER SHALL BE TO RETURN TO THE CLIENT THE AMOUNT, IF ANY, PAID UPON THE SIGNING OF THIS AGREEMENT. CLIENT ACKNOWLEDGES THAT DEALER'S LIABILITY IS LIMITED AS SET FORTH HEREIN AND THAT DEALER IS A SONITROL INDEPENDENT FRANCHISED DEALER AND NOT A SUBSIDIARY OR AGENT OF SONITROL CORPORATION.

CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, AND SPECIFICALLY ACKNOWLEDGES AND ACCEPTS THAT DEALER'S LIABILITY IS LIMITED AS SET FORTH HEREIN.

In certain states alarm agents are licensed and regulated. In this state the agency is Bureau of electrical safety

THE MONITORING/SERVICE CHARGE IS SUBJECT TO CHANGE AS SET FORTH IN PARAGRAPH 3, ON THE REVERSE SIDE. IN ADDITION, TOGETHER WITH THE FIRST PAYMENT, CLIENT SHALL PAY THE PRO RATA SHARE OF THE MONITORING/SERVICE CHARGE FOR THE MONTH IN WHICH MONITORING/SERVICE COMMENCED.

THIS AGREEMENT IS FOR A TERM OF FIVE YEARS FROM THE DATE INSTALLATION IS COMPLETED. IF THIS TRANSACTION IS WITH A RESIDENTIAL CLIENT, YOU MAY CANCEL IT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY FROM THE DATE OF THIS AGREEMENT. SEE THE ATTACHED NOTICE OF CANCELLATION FORM. WORK ON YOUR INSTALLATION WILL BEGIN APPROXIMATELY NA AND SHALL BE SUBSTANTIALLY COMPLETED WITHIN APPROXIMATELY NA WORKING DAYS AFTER COMMENCEMENT SUBJECT TO PERMISSIBLE DELAYS PURSUANT TO THIS AGREEMENT.

SONITROL INDEPENDENT FRANCHISED	
DEALER	<u>Sonitrol Pacific</u>
ADDRESS	<u>3657 W. Wright St.</u>
CITY	<u>Boise</u> STATE <u>IDAHO</u>
PHONE NO.	<u>208-426-9367</u> LIC. NO. _____

SUBJECT TO TERMS ON REVERSE, INCLUDING PARAGRAPH 12.

SIGNATURE X \_\_\_\_\_ (CLIENT)  
TITLE VP  
DATE 1-25-07

SIGNATURE X \_\_\_\_\_ (DEALER REPRESENTATIVE) REG. NO. \_\_\_\_\_

APPROVED X \_\_\_\_\_ (SONITROL INDEPENDENT FRANCHISED DEALER) REG. NO. \_\_\_\_\_