

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT, is made and entered into this 20th day of November, 2014, by and between CITY OF MASON, whose address is 6000 Mason-Montgomery Road, Mason, Ohio 45040 ("Mason") and Shiver Security Services, whose address is 1400 Cincinnati St. Dayton, Ohio 45414 ("Service Provider").

SECTION 1. GENERAL DESCRIPTION OF PROJECT

Mason hereby retains Service Provider to perform and Service Provider hereby agrees to perform the professional services described in Section 2 according to the terms and conditions outlined herein. The project for which such services will be provided is generally described as follows:

General Description of Project:

Replace the Camera System at the Mason Municipal Center, Mason Community Center and Mason Public Works Facility; see attachment (A) Proposal #8506-7-0, dated November 19th, 2014. Replace Access Control System at the Mason Municipal Center, Mason Community Center, Mason Public Works, Mason Fire Station #51 and Mason Fire Station #52; see attachment (B) Proposal #8506-6-0, dated November 19th, 2014.

SECTION 2. GENERAL DESCRIPTION OF PROFESSIONAL SERVICES

The Professional Services to be provided by Service Provider are identified below and are more fully described in the "Scope of Services" (Attachment A & B to this Agreement), which is incorporated herein by reference (the "Services"):

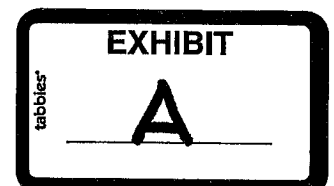
General Description of Services:

Replace the Camera System at the Mason Municipal Center, Mason Community Center and Mason Public Works Facility; see attachment (A) Proposal #8506-7-0, dated November 19th, 2014. Replace Access Control System at the Mason Municipal Center, Mason Community Center, Mason Public Works, Mason Fire Station #51 and Mason Fire Station #52; see attachment (B) Proposal #8506-6-0, dated November 19th, 2014.

Any services beyond those identified in this Agreement shall be considered Additional Services as more fully described in Section 6.16 and shall be authorized in writing by an Addendum to this Agreement executed by both parties.

SECTION 3. CONTACT PERSON

Mason and Service Provider shall each appoint a contact person who shall have the authority to act on behalf of each party, including, by way of illustration and not by way of limitation, to define the scope of the Services, transmit instructions, receive information, and recommend changes in Professional Services. Any additional or revised fees must be approved by City Council. The contact person for Mason shall be: Robin McKeehan, Larry Rudd and Neil Garland and the contact person for the Service Provider shall be: Wayne Lisle.



SECTION 4. DATE OF COMMENCEMENT

The Date of Commencement for Services provided pursuant to this Agreement shall be the date on which the Agreement is fully executed. Service Provider shall perform its services with due and reasonable diligence consistent with sound professional practice.

SECTION 5. COMPENSATION AND DURATION

This Agreement shall remain in effect and the Service Provider shall provide all services necessary as provided herein on or before April 15th, 2015. If services are delayed as a result of actions of the Service Provider beyond the above date, Service Provider shall be considered to be in default of the Agreement. Upon any default by the Service Provider, Mason may, at its sole discretion, in addition to any other remedies provided at law or in equity, terminate the Agreement, withhold outstanding compensation, and/or seek reimbursement for cost and time lost as a result of the Service Provider's inability to complete the Services by the agreed to completion date.

The Service Provider shall be entitled to receive a sum not to exceed \$285,630.00 for providing the all requested Services.

SECTION 6. TERMS AND CONDITIONS

6.1 Delayed Services: If services are delayed as a result of the Service Provider, Mason may seek remedial action as described in Section 5.

If services are disrupted or delayed as a result of the actions of Mason, the duration date specified in Section 5 of this Agreement shall be modified. If services are delayed for more than 365 days, the fees may be equitably renegotiated and mutually agreed to be the parties hereto.

If services are delayed as a result of occurrences beyond the control of Mason or the Service Provider for more than 365 days, this contract and completion date may be extended upon mutual agreement of the parties hereto.

6.2 Invoice Procedures and Payment: Invoicing shall be completed pursuant to the terms of Attachments A & B.

6.3 Expert Witness Services: It is understood and agreed that Service Provider's services under this Agreement do not include any participation in any litigation. Should such services be required, a Professional Service Agreement Addendum may be negotiated between Mason and Service Provider describing the services desired and providing a basis for compensation to Service Provider.

6.4 Opinion of Probable Construction Cost/Cost Estimates: Mason hereby acknowledges that Service Provider cannot warrant that opinions or estimates of probable construction or operating costs provided by Service Provider will not vary from actual costs incurred by Mason. However, Service Provider shall be bound by and perform this service consistent with sound professional practice.

6.5 Indemnification: Service Provider agrees to indemnify and hold harmless Mason, its agents, officials and employees, against any and all suits or claims that may be based on any injury to

persons or property to the extent that such suits or claims are a result of an negligent or wrongful error, omission or act of Service Provider or any person employed by Service Provider.

6.6 Insurance: Service Provider shall carry, on all operations hereunder, workers compensation insurance, commercial general liability insurance, professional liability insurance, and automobile liability insurance. Mason must approve any such insurance and Mason shall be named as a co-insured under any such policy. Service Provider must provide Mason a current copy of each insurance policy prior to commencement of Services. Service Provider shall continue to provide current insurance through the duration of this Agreement.

6.7 Assignment/Third Parties: Neither Mason nor Service Provider will assign or transfer its interest in this Agreement without the written consent of the other. Service Provider, however, does reserve the right to subcontract any portion of the Services with prior written consent of Mason. Service Provider shall insure and be liable for the work of its subcontractors. Nothing in this Agreement shall be construed as creating any rights, benefits, or causes of actions for any third party against Mason.

6.8 Suspension, Termination, Cancellation, or Abandonment: Mason may, upon written notice, terminate this agreement at any time for its convenience. In the event the Project identified in this Agreement is suspended, canceled, or abandoned by Mason and except as expressly provided otherwise in Section 5, or upon any other default by Service Provider under this agreement, shall be compensated for the Services provided and reimbursable expenses incurred up to the date of suspension, cancellation, or abandonment. If Mason delays or suspends Service Provider's services for more than 180 days, then Service Provider may terminate this Agreement upon giving fifteen (15) days' written notice. Mason may terminate this Agreement upon the Service Provider filing for bankruptcy, insolvency, or assignment for the benefit of creditors. Except as expressly provided otherwise in this Agreement, either party may terminate this Agreement for cause upon 30 days' written notice of a substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. The party receiving such termination notice shall have the right to correct its failure within seven days of receiving said notice.

Pursuant to Section 5 of this Agreement, Service Provider shall not be obligated to commence services until this Agreement is fully executed. If Mason fails to execute this Agreement within 60 days of the date of receipt by Mason, Service Provider shall have the right to revise fees or revoke any proposal related to the services.

6.9 Disputes: If a dispute between the parties arises out of or relates to this Agreement, or the breach thereof, then the parties agree to make a good faith effort to settle the issue through direct discussion between the parties prior to having recourse to a judicial forum. In the event of any litigation, the prevailing party shall be entitled to recover reasonable attorneys' fees.

6.10 Standard of Care: Service Provider agrees to perform services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Service Provider agrees to perform services in accordance with any applicable federal, state, or local law or regulation.

6.11 Waiver: Any failure by Mason to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Mason may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

6.12 Relationship: Service Provider is an independent contractor to Mason in performing its Services under this Agreement and is not an employee, agent, joint-venturer, or partner of Mason.

6.13 Mason's Responsibilities: Mason shall provide Service Provider all pertinent data, criteria, and information including but not limited to design objectives and constraints, space and use requirements, operational information, budgetary limits, flexibility and expandability requirements, and any other available project data such as sketches, reports, prior designs, soil tests, surveys, and plans. Service Provider shall be entitled to rely on any and all information provided pursuant to this provision. Mason shall review Service Provider's work thoroughly and promptly, provide direction as necessary, and, if Mason at any time becomes aware of any defect, shall give notice of such defect in the work or services provided. Mason shall provide access to the project site.

6.14 Severability: Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

6.15 Addendum/Additional Services: Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party. The Agreement also may be modified by a formal, written amendment, change order or work change directive.

In addition, the requirements of this Agreement may require minor variations and deviations in the work or services provided. This work shall not be considered to be additional services outside of the scope of Section 2 work by either party and may be authorized by the City approval. Notwithstanding the foregoing, items of work and additional materials not included in the estimate of the original Agreement and in an amount in excess of \$15,000.00 shall be authorized only in written modifications to the Agreement.

Mason may, at its sole discretion, authorize alterations or modifications in the specifications and plans or eliminate from the Project any portion thereof. Before the Service Provider revises any work or service, the change in price for the revised services shall have been agreed upon in writing.

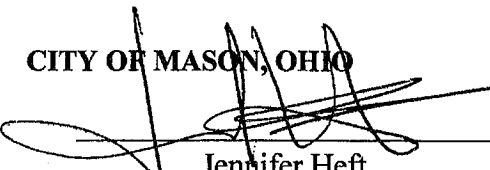
6.16 Entirety of Agreement: This Agreement embodies the entire agreement and understanding between the parties, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto, except that all terms and conditions contained in a Client purchase order or other standard or preprinted work authorization issued by Mason shall be null and void, even if such document is of later date. This Agreement shall be governed by the laws of the state where the services are performed. This Agreement includes this document and, by this reference, incorporates the following as if fully set forth herein:

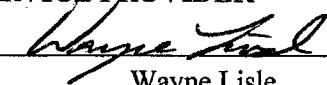
- Attachment A: Scope of Services and Compensation
- Attachment B: Scope of Services and Compensation

6.18 Notices: Any notice required hereunder shall be sufficiently given when sent to the signatories hereunder or to the above-named contact person via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.

6.19 Confidentiality: Service Provider agrees to hold in confidence and not disclose to anyone other than (i) those of its employees required to know; and (ii) other City Staff any and all information and data provided by Mason which it knows or has reason to know is confidential, without the prior written consent of Mason. This provision shall be an ongoing requirement and shall survive the termination and expiration of this Agreement.

IN WITNESS WHEREOF, this Agreement, which is subject to the terms and conditions of Sections 1 through 6 and Attachment(s), is accepted as of the date first written above.

CITY OF MASON, OHIO
Signed: 
Typed: Jennifer Heft
Title: Assistant City Manager
Date: November 20th, 2014

SERVICE PROVIDER
Signed: 
Typed: Wayne Lisle
Title: Vice President/General Manager
Date: November 20th, 2014



Proposal Number: 8506-7-0

Date: 11/19/2014



City of Mason

IP Camera System Upgrade 2014

Prepared For:

Larry Rudd
Facility Manager
City of Mason

513-229-8520 x2023
lrudd@masonoh.org

Prepared By:

Wayne Lisle
General Manager
Shiver Security Systems

937-228-7301
wlisle@shiversecurityservices.com

EXHIBIT

tabbles®

A



The Authority in Security Solutions

Proposal Number: 8506-7-0

Date: 11/19/2014

Shiver Corporate History

In 1970 Raymond A. (Chip) Shiver and his father, Rex, established Shiver Security Systems, Inc. In the same year they acquired the Sonitrol franchises for Cincinnati and Dayton and became Shiver Security Systems, Inc. dba Sonitrol of SW Ohio. Upon his father's retirement, Chip Shiver became sole owner of the company.

Shiver Security's goal is to provide the most intelligent, effective, security solutions for both commercial and residential customers. Products include audio intrusion detection systems, access control systems, CCTV systems, fire detection systems, and external industrial monitoring functions. Services include sales and design, installation, local monitoring, and technical services.

Shiver Security Systems has doubled the size of its customer base and revenue since 1997. The company has been listed in "SDM Magazine" (Security Distributing & Marketing) as "Up and Comers" in the May 1997 issue and ranked among the top 100 companies since 2005.

A trend among many of the large security companies is to downsize by eliminating their local monitoring stations and they have gone to regionalization. However, Shiver Security Systems maintains that local monitoring of security systems provides our customers with the peace of mind that their families, employees, and property are more efficiently protected.

Shiver Security Systems customers now number over 6,000. Many of Shiver Security customers have been with the company over 30 years.

The enormous growth in customers created the necessity for Shiver Security Systems to embark on an aggressive expansion project to accommodate the central monitoring station. The monitoring station is now four times its original size. In addition the number of employees increased with an additional 6 operators to man the expanded monitoring station that operates a 24/7 schedule. The monitoring station is a UL approved facility.

All businesses that purchase an integrated security system need and want a company that is knowledgeable in system integration. Shiver Security Systems offers this to the customer by providing support, service, training and quality installation of the equipment. In addition Shiver Security Systems provides local monitoring services and 24 hours service to all customers. Shiver Security thrives on customer satisfaction.



The Authority in Security Solutions

Proposal Number: 8506-7-0

Date: 11/19/2014

SCOPE OF WORK

IP Camera System Upgrade 2014

Customer Details: City of Mason

Site: 6000 Mason-Montgomery Road, Mason, OH, 45040
Billing: 6000 Mason-Montgomery Road, Mason, OH, 45040
Contact: Larry Rudd, 513-229-8520 x2023
Email: lrudd@masonoh.org

Name: Wayne Lisle
Title: General Manager
Phone #: 937-228-7301
Email: wlisle@shiversecurityservices.com

- **Materials** - Our security solution includes all labor, wire and miscellaneous materials necessary to install the proposed system in a workmanship like manner and installation will be in accordance to industry standards.
- **Electric** - Client will provide company with necessary electric (120 vac).
- **Phone Lines** - Client will provide necessary telephone lines or IP network connections appropriate for alarm communications.
- **Terms and Conditions** - Excepts as noted in the Scope of Work all terms and Conditions will prevail in the Client/Company agreement.
- **Deposit** - Deposit of 50% required on the signing of the agreement.
- **Installation and Service** - Installation and service will be performed during normal business hours (8:30 am - 5pm) and normal workdays (M - F) excluding holidays. Service is available after hours and on holidays but will be invoiced emergency service rates.
- **Time and Material Service** - Company warrants that if any part of the equipment installed becomes defective or inoperative under normal use within 12 months from installation, company will replace or repair the part without charge during normal hours. This warranty excludes batteries, equipment installed by others such as electronic locks, damage due to accident, vandalism, flood, water, lightning, misuse, or any other cause beyond the control of the company.

Initials: _____



The Authority in Security Solutions

Proposal Number: 8506-7-0

Date: 11/19/2014

Schedule of Protection IP Camera System Upgrade 2014

Customer Details: City of Mason

Site: 6000 Mason-Montgomery Road, Mason, OH, 45040
Billing: 6000 Mason-Montgomery Road, Mason, OH, 45040
Contact: Larry Rudd, 513-229-8520 x2023
Email: lrudd@masonoh.org

Name: Wayne Lisle
Title: General Manager
Phone #: 937-228-7301
Email: wlisle@shiversecurityservices.com

Schedule of Protection for: 1) Municipal Center

\$82,074.00

QTY	Description
10	Axis Indoor 1.3 Megapixel Dome IP Camera w/ 3-9mm - to replace current indoor cameras
7	Axis Outdoor 1.3 Megapixel Dome IP Camera w/ 3-9mm - to replace outdoor cameras on building
1	Milestone XProtect Server License
43	Milestone XProtect Camera License
1	Milestone XProtect Server SUP - 5 Year
43	Milestone XProtect Camera SUP - 5 Year
3	Axis Ethernet Over Coax Adapter
3	Leviton 24 Port Patch Panel
2	Axis Indoor 1.3 Megapixel Dome IP Camera w/ 3-9mm - Council Meeting Room (new)
1	Axis Outdoor 1.3 Megapixel Dome IP Camera w/ 3-9mm - Court Entrance (new)
1	Axis Indoor 1.3 Megapixel Dome IP Camera w/ 3-9mm - basement IT/Elevator hall (new)
1	Axis Indoor 1.3 Megapixel Dome IP Camera w/ 3-9mm - property room (new)
1	Axis Outdoor 1.3 Megapixel Dome IP Camera w/ 3-9mm - front entrance (new)
3	Axis Outdoor 1 Megapixel Dome IP Camera w/ 3-9mm - parking lot (new)
3	Indoor 1.3MP Dome - 2nd Floor
2	Indoor 1.3MP Dome - Basement (EOC Hall, IT/Elevator)
6	Outdoor 5MP Dome - Front entrance/drive, Parking lots
5	Outdoor 1.3MP Dome - Parking lots, entrances
1	Outdoor 2MP Camera 5-50mm - Veterans Memorial
8	Axis Pole Bracket
5	Axis Ethernet Extender
3	Cisco 24 Port PoE+ High Power Managed Switch

Schedule of Protection for: 2) Community Center

\$49,567.00

QTY	Description
2	Cisco 24 Port PoE+ High Power Managed Switch
3	Outdoor 5MP Dome - Parking Lot
1	Outdoor 1.3MP Dome - Entrance
1	Axis Wall Mount Bracket for Back Camera
20	Axis Indoor 1.3 Megapixel Dome IP Camera w/ 3-9mm - to replace current indoor cameras
2	Axis Outdoor 1.3 Megapixel Dome IP Camera w/ 3-9mm - to replace outdoor entrances
2	Axis Outdoor 1.3 Megapixel Dome IP Camera w/ 3-9mm - to replace PTZ
1	Milestone XProtect Server License
28	Milestone XProtect Camera License
1	Milestone XProtect Server SUP - 3 Year
28	Milestone XProtect Camera SUP -3 Year
4	Axis Ethernet Over Coax Adapter
2	Leviton 24 Port Patch Panel

Schedule of Protection for: 3) Public Utilities

\$32,041.00

QTY	Description
9	Axis Outdoor 1.3 Megapixel Dome IP Camera w/ 3-9mm - to replace existing cameras
1	Milestone XProtect Server License
9	Milestone XProtect Camera License
1	Milestone XProtect Server SUP - 3 Year
9	Milestone XProtect Camera SUP - 3 Year

Cincinnati Office-6404 Thornberry Ct. Unit 410, Mason, OH 45040 P: 513-618-3285 F:513-719-4050

Dayton Office-1400 Cincinnati St. Dayton, OH 45414 P:937-425-6525 F:937-228-2573

Toll-free 877-577-5591 | www.shiversecurityservices.com



The Authority in Security Solutions

Proposal Number: 8506-7-0

Date: 11/19/2014

- 1 Leviton 24 Port Patch Panel
- 6 Fiber Transceiver to Camera
- 10 Cisco Fiber Transceiver
- 5 Cisco 8 Port PoE Managed Switch
- 1 Cisco 24 Port PoE+ High Power Managed Switch
- 10 Fiber Patch Cable LC-LC 3m

Schedule of Protection for: 4) Interview System

\$18,452.00

QTY Description

- 1 Cisco 24 Port PoE+ High Power Managed Switch
- 7 Axis Indoor 1.3 Megapixel Dome IP Camera w/audio - to replace current interview room cameras
- 1 Milestone XProtect Professional Server License
- 7 Milestone XProtect Professional Camera License
- 1 Milestone XProtect Professional Base SUP - 5 Year
- 7 Milestone XProtect Professional Camera SUP -5 Year
- 1 Leviton 24 Port Patch Panel

System Investment

Total System Investment: \$182,133.00
Deposit Due in Advance: \$91,066.00
Balance Due Upon Completion: \$91,066.00

* This proposal does not include sales tax

Initials: _____



The Authority in Security Solutions

Proposal Number: 8506-7-0

Date: 11/19/2014

Agreement IP Camera System Upgrade 2014

Customer Name: City of Mason

Installation Address: 6000 Mason-Montgomery Road,
Mason, OH, 45040

Phone#: 513-229-8520 x2023

Billing Address: 6000 Mason-Montgomery
Road, Mason, OH, 45040

1. **INSTALLATION.** Dealer agrees to install and to service, without liability and not as an insurer, an alarm system as described on the Schedule of Protection and Proposal Number referenced above, which is part of this Agreement. Work on Customer's installation will begin approximately on November 19, 2014. Work will be substantially completed as soon as reasonably possible and agreed upon by Dealer and Customer subject to delays allowed by this Agreement.

☐ All equipment remains Dealer's property unless this box is checked Communicator remains dealer property

2. **SERVICES.** This Agreement applies to the services quoted in the Schedule of Protection.

3. **FEES.** Customer agrees to pay the following fees:

(A) INSTALLATION	
SUBTOTAL:	\$182,133.00
(Less down payment):	\$91,066.00
BALANCE DUE:	\$91,066.00

(B) MONITORING	
PROFESSIONAL SERVICES:	\$0.00
PAYMENT MODE:	

The monitoring service fee is subject to change as stated in Section 12 on the next page. Customer shall pay the monitoring service charge for the portion of the month in which monitoring service begins.

4. **LIMITED WARRANTY.** (A) Dealer warrants to Customer that if any part of the equipment installed becomes defective or inoperative under normal use within 12 months from the date of the installation, Dealer will replace or repair the part without charge. Dealer is not responsible for more than the repair or replacement of defective equipment. Repair or replacement is Customer's only remedy for this limited warranty. Dealer is not responsible for injuries to persons or property, including all general, direct, special, exemplary, punitive, incidental or consequential damages. This limited warranty is not transferable.

b. Customer acknowledges that any representation made by Dealer does not create an express warranty and that there are no express warranties beyond those in this agreement. The warranties are in lieu of all other warranties, express or implied, including the equipment's condition, merchantability, or fitness for particular purposes. Dealer makes no representation or warranty, including any implied warranty of merchantability or fitness, that the alarm system or service supplied may not be bypassed or that the alarm system or services will always provide the intended signaling, monitoring, and response. (Some states do not allow limitations on how long an implied warranty lasts or the exclusion of some kinds of damages, so these limitations may not apply to you. This warranty gives you specific legal rights. You may also have other rights from state to state).

c. This warranty does not cover any damage to equipment caused by accident, vandalism, flood, water, lightning, fire, intrusion, misuse, or any other cause beyond the control of Dealer. Any attempted unauthorized repair service, change or installation by anyone other than Dealer is also not covered by this warranty.

5. **WHEN DEALER OWNS EQUIPMENT.** If the equipment installed by Dealer is owned by Dealer (See Section 1 above), Customer shall not remove the equipment without Dealer's permission. At the end of this Agreement, Dealer can enter Customer's premises and remove all the equipment which Dealer owns. Customer will return the equipment to Dealer in good condition, except for reasonable wear and tear. If there is damage to or loss of any of Dealer's equipment while it is at Customer's premises, Customer agrees to pay Dealer the reasonable repair or replacement value of such equipment. Dealer is not responsible for normal damage caused by removal of its equipment.

6. **DEALER NOT INSURER.** The system will not prevent a loss or personal injury caused by burglary, fire, hold up or other occurrence. The payments made by Customer are based solely on the value of the services provided by dealer under this agreement. Customer's payments are not based on the value of Customer's property or the property of others located on the premises. Insurance against personal injuries and property loss or damage is Customer's responsibility.

7. **LIMITATION OF LIABILITY.** Due to many factors, the amount of Customer's loss cannot be fixed. Customer agrees that if dealer is found responsible for damage for failure to perform or non-operation of the equipment, dealer's legal responsibility shall be limited to an amount equal to six monthly payments or \$500, whichever is less. This amount is all that customer can recover from Dealer, no matter how much customer has lost. Customer acknowledges that Dealer offered to increase the limit of Dealer's responsibility, if Customer agrees to pay an additional amount to Dealer. Unless Customer signs a separate form selecting a higher limit, Customer will not have a higher limit.

8. **CANCELLATION BY CUSTOMER.** Residential Customers may cancel this Agreement at any time before midnight of the 3rd business day from the date of this Agreement. See attached Notice of cancellation Form

In certain states alarm agents are licensed and regulated. In this state the agency is: NONE

This Agreement is not binding unless approved in writing by an authorized representative of Dealer. If not approved, Dealer's only responsibility is to return the amount, if any, paid by Customer upon the signing of the Agreement. Customer acknowledges that Dealer's responsibility is limited by this agreement. Customer has read the front and back of this Agreement, and agrees to all of the terms on both sides.

9. **LENGTH OF AGREEMENT.** The initial length of this Agreement is 5 years from the date installation is completed or the following date: _____; if specified. At the end of this period, the Agreement renews for additional one year periods unless the Dealer or Customer gives written notice to end the Agreement at least 30 days before the beginning of the next period.

10. **BREAKING THE AGREEMENT.** Dealer can end this Agreement, if Customer does not make payments when they are due or does not do other things it is required to do. Before Dealer ends this Agreement, Dealer will give Customer written notice that Customer is breaking the Agreement. Customer will have 10 days from the date of the notice to correct the problem. If Customer does not correct the problem, this Agreement will end and all of Dealer's responsibilities will end. That means Dealer can stop monitoring your alarm and remove any equipment at your location owned by the Dealer.

11. **PAYMENT AT END OF AGREEMENT.** If Dealer ends this Agreement because Customer does not do what he is supposed to do, Customer will be obligated to pay Dealer the money that it owes to Dealer as of the date the Agreement ends. Also, Customer will pay Dealer one-half of the amount Customer would owe under this Agreement if it was not ended, calculated from the ending date through the end of the contract period. This additional payment (known as "liquidated damages") will be due because Dealer will have a loss. The exact amount of the loss cannot be determined now, so Customer agrees to pay this amount no matter what Dealer's loss may be. If Customer does not pay and Dealer has to collect the money, Customer will also be required to pay the costs of collection, including any attorneys' fees.

Initials: _____

Cincinnati Office-6404 Thornberry Ct. Unit 410, Mason, OH 45040 P: 513-618-3285 F: 513-719-4050

Dayton Office-1400 Cincinnati St. Dayton, OH 45414 P: 937-425-6525 F: 937-228-2573

Toll-free 877-577-5591 | www.shiversecurityservices.com



The Authority in Security Solutions

Proposal Number: 8506-7-0

Date: 11/19/2014

12. **CHANGE OF PRICES.** Any time after 1 year from the date of this Agreement, Dealer can raise the amounts it charges Customer if Dealer's costs of providing services to Customer increase. If any one change is more than a 10% raise over what Customer is then paying, Customer has the right to end this Agreement by giving Dealer 30 days advanced written notice that it wants it to end. If Customer does not give written notice within 30 days of being notified of a price increase, then Customer will pay the higher price.
13. **INSTALLATION.** Dealer will install the alarm equipment and other equipment listed on the attached Schedule of Protection. Customer will allow Dealer to come into its building or home to install the system. Customer agrees to provide necessary electrical current through Customer's meter at Customer's expense. Dealer shall not be responsible for normal damage caused to the premises by installation.
14. **CUSTOMER TRAINING.** When installation is completed, Dealer will train Customer on the proper operation of the installed system.
15. **CUSTOMER'S AUTHORIZED REPRESENTATIVE.** Customer will designate in writing one or two persons who are authorized to speak with Dealer. Customer will provide telephone numbers for these representative(s).
16. **MONITORING.** Dealer will monitor the installed equipment or make sure it is monitored from a central monitoring station. Dealer will monitor only when the system is properly turned on by the Customer. When Dealer receives a signal, it will use reasonable efforts to do the following, depending on the services Customer selected:
 - (A) In response to a signal indicating an unauthorized entry, notify the public police. Customer understands that Dealer is not responsible for the response time of the police and fire department.
 - (B) In response to a manual, water flow, smoke or fire alarm signal, notify the public fire department.
 - (C) In response to an auxiliary, trouble, supervisory or other special signal, notify the applicable local authority.Dealer will also use reasonable efforts to notify the authorized representative(s) designated by Customer by calling the telephone number(s) Dealer is given by Customer.
17. **CUSTOMER'S DUTIES USING SYSTEM.** Customer is responsible for testing and setting the alarm system on a daily basis in accordance with the instructions it receives from Dealer. Customer agrees to correct, at its cost, any condition at its location which interferes with the operation of the system.
18. **REPAIRS.** If Customer discovers a defect in the installed equipment, Customer will immediately contact Dealer and fully describe the nature of the defect so that repair service can be made. Repairs will be made as follows:
 - (A) **When Equipment Owned by Dealer (See Section 1).** Dealer will make repairs on equipment owned by Dealer required by ordinary wear after receiving notice from Customer. Unless otherwise stated in this Agreement (see Section 3 regarding Service) Customer is responsible for all repair costs. Customer also will pay a service charge for Customer's failure to follow operating instructions, system misuse, failure to properly secure windows, doors or other protected points, or improper adjustment of monitors, cameras or accessory components. Customer is responsible for any sprinkler system and devices using batteries. Dealer is not responsible for malfunctions of such devices and sprinkler systems. Dealer may charge for repairs caused by lightning, floods, fire, and other events beyond Dealer's control.
 - (B) **When Equipment Owned by Customer.** Dealer will make repairs under the terms of the limited warranty on front side of this Agreement. Any repairs not covered by this limited warranty are Customer's responsibility.
19. **FALSE ALARMS.** Customer is responsible for any costs associated with false alarms. Dealer can end this Agreement after giving 15 days written notice to Customer for excessive false alarms or misuse of the system.
20. **TELEPHONE LINES.** The alarm system transmits signals over telephone company lines to a central monitoring station. Dealer cannot and does not maintain or repair telephone lines and equipment. If Customer's telephone service is out of order, disconnected or otherwise interrupted, a signal will not be received by Dealer. Dealer is not obligated to monitor your location when it is not receiving a signal, because of such interruptions.
21. **SUSPENSION OR CANCELLATION.** Dealer has no responsibility for delays in installation or interruptions of service due to strikes, floods, fires, and other events that are beyond Dealer's control. This Agreement may be suspended or canceled, at Dealer's option, if Dealer's or Customer's premises or equipment is destroyed by fire or other catastrophe, or so damaged that it is not practical to continue service.
22. **TRANSFER OF AGREEMENT.** Dealer can transfer this Agreement and all or part of its responsibilities under this Agreement, including monitoring services. Customer may not transfer its interest in this Agreement without the written consent of Dealer.
23. **ARREST BY DEALER.** Customer authorizes Dealer to cause the arrest of any unauthorized person on or around Customer's premises during closed periods.
24. **THIRD PARTY CLAIMS.** If any one other than Customer files a lawsuit against Dealer relating to Dealer's duties under this Agreement, the Customer will pay Dealer's costs in defending against any such lawsuit, including Dealer's attorneys' fees. Customer also agrees to pay Dealer for any loss Dealer suffers because of such lawsuit.
25. **PURCHASE ORDER.** If the terms of this Agreement and Customer's purchase order or other document are different, the terms of this Agreement will control.
26. **ENTIRE AGREEMENT.** This document is the complete agreement between Dealer and Customer. It replaces any other agreements or understandings. **Customer agrees that it is not relying on any statements made by Dealer about the system other than what this Agreement says.** This Agreement can only be modified by a written document signed by Dealer and Customer.
27. **WAVIER.** Dealer does not give up any rights to enforce this Agreement by delaying in taking action.
28. **CELLULAR PROTECTION.** Customer acknowledges by (his, her) signature that cellular back up protection has been offered by the Dealer, and further understands that in the event normal telephone service has been interrupted, disconnected, or found inoperative, the alarm system will not be able to transmit alarm data to the monitoring station.

Dealer: Shiver Security Systems
Address: 1400 Cincinnati Street
City: Dayton **State:** OH **Zip:** 45417
Phone #. 937-425-6525 **LIC. #**

Accepted by: City of Mason
Signature X: _____
Print Name: _____
Title: _____
Date: _____

Signature X _____ **REG.#** _____
(Dealer Sales Representative)

Approved X _____ **REG.#** _____



Proposal Number: 8506-6-0

Date: 11/19/2014



City of Mason

City of Mason - Access Control Upgrade 2014

Prepared For:

Larry Rudd
Facility Manager
City of Mason

513-229-8520 x2023
lrudd@masonoh.org

Prepared By:

Wayne Lisle
General Manager
Shiver Security Systems

937-228-7301
wlisle@shiversecurityservices.com

EXHIBIT

B

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The Authority in Security Solutions

Proposal Number: 8506-6-0

Date: 11/19/2014

Shiver Corporate History

In 1970 Raymond A. (Chip) Shiver and his father, Rex, established Shiver Security Systems, Inc. In the same year they acquired the Sonitrol franchises for Cincinnati and Dayton and became Shiver Security Systems, Inc. dba Sonitrol of SW Ohio. Upon his father's retirement, Chip Shiver became sole owner of the company.

Shiver Security's goal is to provide the most intelligent, effective, security solutions for both commercial and residential customers. Products include audio intrusion detection systems, access control systems, CCTV systems, fire detection systems, and external industrial monitoring functions. Services include sales and design, installation, local monitoring, and technical services.

Shiver Security Systems has doubled the size of its customer base and revenue since 1997. The company has been listed in "SDM Magazine" (Security Distributing & Marketing) as "Up and Comers" in the May 1997 issue and ranked among the top 100 companies since 2005.

A trend among many of the large security companies is to downsize by eliminating their local monitoring stations and they have gone to regionalization. However, Shiver Security Systems maintains that local monitoring of security systems provides our customers with the peace of mind that their families, employees, and property are more efficiently protected.

Shiver Security Systems customers now number over 6,000. Many of Shiver Security customers have been with the company over 30 years.

The enormous growth in customers created the necessity for Shiver Security Systems to embark on an aggressive expansion project to accommodate the central monitoring station. The monitoring station is now four times its original size. In addition the number of employees increased with an additional 6 operators to man the expanded monitoring station that operates a 24/7 schedule. The monitoring station is a UL approved facility.

All businesses that purchase an integrated security system need and want a company that is knowledgeable in system integration. Shiver Security Systems offers this to the customer by providing support, service, training and quality installation of the equipment. In addition Shiver Security Systems provides local monitoring services and 24 hours service to all customers. Shiver Security thrives on customer satisfaction.



The Authority in Security Solutions

Proposal Number: 8506-6-0

Date: 11/19/2014

SCOPE OF WORK

City of Mason - Access Control Upgrade 2014

Customer Details: City of Mason

Site: 6000 Mason-Montgomery Road, Mason, OH, 45040
Billing: 6000 Mason-Montgomery Road, Mason, OH, 45040
Contact: Larry Rudd, 513-229-8520 x2023
Email: lrudd@masonoh.org

Name: Wayne Lisle
Title: General Manager
Phone #: 937-228-7301
Email: wlisle@shiversecurityservices.com

- **Materials** - Our security solution includes all labor, wire and miscellaneous materials necessary to install the proposed system in a workmanship like manner and installation will be in accordance to industry standards.
- **Electric** - Client will provide company with necessary electric (120 vac).
- **Phone Lines** - Client will provide necessary telephone lines or IP network connections appropriate for alarm communications.
- **Drawings and Permits** - In cases where the State, City, or municipality requires permits and drawings the company will provide all the submittals and invoice client for the out of pocket expense relating to permits.
- **Terms and Conditions** - Excepts as noted in the Scope of Work all terms and Conditions will prevail in the Client/Company agreement.
- **Deposit** - Deposit of 50% required on the signing of the agreement.
- **Installation and Service** - Installation and service will be performed during normal business hours (8:30 am - 5pm) and normal workdays (M - F) excluding holidays. Service is available after hours and on holidays but will be invoiced emergency service rates.
- **Time and Material Service** - Company warrants that if any part of the equipment installed becomes defective or inoperative under normal use within 12 months from installation, company will replace or repair the part without charge during normal hours. This warranty excludes batteries, equipment installed by others such as electronic locks, damage due to accident, vandalism, flood, water, lightning, misuse, or any other cause beyond the control of the company.

Initials: _____



The Authority in Security Solutions

Proposal Number: 8506-6-0

Date: 11/19/2014

Schedule of Protection City of Mason - Access Control Upgrade 2014

Customer Details: City of Mason

Site: 6000 Mason-Montgomery Road, Mason, OH, 45040
Billing: 6000 Mason-Montgomery Road, Mason, OH, 45040
Contact: Larry Rudd, 513-229-8520 x2023
Email: lrudd@masonoh.org

Name: Wayne Lisle
Title: General Manager
Phone #: 937-228-7301
Email: wlisle@shiversecurityservices.com

Schedule of Protection for: 1) Municipal Center \$54,438.00

QTY	Description
7	DMP XR550 Control Panel w/Network
81	DMP Door Access Interface Module
7	DMP 7060 LCD Keypad
1	DMP Entre Door Licenses
1	DMP Entre LDAP Module
3	DMP Entre Client License (concurrent user)
25	HID Keypad Reader - to replace ScramblePads
7	7amp Battery Backup
1	All necessary wire, material and labor is included to install and test the complete system as listed
1	Customer to supply an external IP Address/port for each control panel for Entre integration
1	HID Keypad Reader - replace HR Records Room Scramble Pad
2	HID Multi-Class Proximity Card Reader - 4x4 (New Doors - Council Chambers, Police Locker Rooms)
2	Connection to electric door strike (New Doors - Council Chambers, Police Locker Rooms)
1	Altronix 12/24vdc 6amp, 4 Output (New Doors - Council Chambers, Police Locker Rooms)
2	DMP Door Access Interface Module (New Doors - Council Chambers, Police Locker Rooms)
2	Includes two (2) Electric Door Strikes to be installed by ACME Lock. (Council Chambers, Police Locker Rooms)

Professional Services - Monthly

Description	Ext. Price
DMP Entre Access Control Licensing	\$192.00

Schedule of Protection for: 2) Community Center \$3,462.00

QTY	Description
1	DMP Control Panel
4	DMP Door Access Interface Module
1	DMP 7060 LCD Keypad
1	DMP Entre Door Licenses
1	7amp Battery Backup

Professional Services - Monthly

Description	Ext. Price
DMP Entre Access Control Licensing	\$29.00

Schedule of Protection for: 3) Public Utilities \$32,760.00

QTY	Description
8	DMP Control Panel
54	DMP Door Access Interface Module
8	DMP 7060 LCD Keypad
1	DMP Entre Door Licenses
8	7amp Battery Backup

Professional Services - Monthly

Description	Ext. Price
DMP Entre Access Control Licensing	\$134.00

Schedule of Protection for: 4) Firehouse 51 \$7,160.00

QTY	Description
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Cincinnati Office-6404 Thornberry Ct. Unit 410, Mason, OH 45040 P: 513-618-3285 F:513-719-4050
Dayton Office-1400 Cincinnati St. Dayton, OH 45414 P:937-425-6525 F:937-228-2573
Toll-free 877-577-5591 I www.shiversecurityservices.com



The Authority in Security Solutions

Proposal Number: 8506-6-0

Date: 11/19/2014

- 1 DMP Control Panel
- 8 DMP Door Access Interface Module
- 1 DMP 7060 LCD Keypad
- 1 7amp Battery Backup
- 1 HID Multi-Class Proximity Card Reader - 4x4 (New Door - CERT Storage Room)
- 1 Connection to electric door strike (New Door - CERT Storage Room)
- 1 Altronix 12/24vdc 6amp Power Supply w/ Breakers (New Door - CERT Storage Room)
- 1 DMP Door Access Interface Module (New Door - CERT Storage Room)
- 1 DMP Entre Door Licenses
- 1 Includes Electric Door Strike to be installed by ACME Lock. (CERT Storage Room)

Professional Services - Monthly

Description	Ext. Price
DMP Entre Access Control Licensing	\$38.00

Schedule of Protection for: 5) Firehouse 52 **\$5,677.00**

QTY	Description
2	Includes two (2) Electric Door Strikes to be installed by ACME Lock.
2	Connection to electric door strike
2	HID Multi Technology 4x4 Prox Card Reader-G3.0
1	Altronix 12/24vdc 6amp Power Supply w/ Breakers
1	DMP Control Panel
2	DMP Door Access Interface Module
1	DMP 7060 LCD Keypad
1	DMP Entre Door Licenses
1	7amp Battery Backup

Professional Services - Monthly

Description	Ext. Price
DMP Entre Access Control Licensing	\$22.00

System Investment

Total System Investment:	\$103,497.00
Monthly Professional Services:	\$415.00 Billed Monthly
Deposit Due in Advance:	\$51,748.00
Balance Due Upon Completion:	\$51,748.00

* This proposal does not include sales tax

Initials: _____



The Authority in Security Solutions

Proposal Number: 8506-6-0

Date: 11/19/2014

Agreement
City of Mason - Access Control Upgrade 2014

Customer Name: City of Mason

Installation Address: 6000 Mason-Montgomery Road,
Mason, OH, 45040

Phone#: 513-229-8520 x2023

Billing Address: 6000 Mason-Montgomery
Road, Mason, OH, 45040

1. **INSTALLATION.** Dealer agrees to install and to service, without liability and not as an insurer, an alarm system as described on the Schedule of Protection and Proposal Number referenced above, which is part of this Agreement. Work on Customer's installation will begin approximately on November 19, 2014. Work will be substantially completed as soon as reasonably possible and agreed upon by Dealer and Customer subject to delays allowed by this Agreement.

☐ All equipment remains Dealer's property unless this box is checked Communicator remains dealer property

2. **SERVICES.** This Agreement applies to the services quoted in the Schedule of Protection.

3. **FEES.** Customer agrees to pay the following fees:

(A) INSTALLATION	
SUBTOTAL:	\$103,497.00
(Less down payment):	\$51,748.00
BALANCE DUE:	\$51,748.00

(B) MONITORING	
PROFESSIONAL SERVICES:	\$415.00
PAYMENT MODE:	Monthly

The monitoring service fee is subject to change as stated in Section 12 on the next page. Customer shall pay the monitoring service charge for the portion of the month in which monitoring service begins.

4. **LIMITED WARRANTY.** (A) Dealer warrants to Customer that if any part of the equipment installed becomes defective or inoperative under normal use within 12 months from the date of the installation, Dealer will replace or repair the part without charge. Dealer is not responsible for more than the repair or replacement of defective equipment. Repair or replacement is Customer's only remedy for this limited warranty. Dealer is not responsible for injuries to persons or property, including all general, direct, special, exemplary, punitive, incidental or consequential damages. This limited warranty is not transferable.

b. Customer acknowledges that any representation made by Dealer does not create an express warranty and that there are no express warranties beyond those in this agreement. The warranties are in lieu of all other warranties, express or implied, including the equipment's condition, merchantability, or fitness for particular purposes. Dealer makes no representation or warranty, including any implied warranty of merchantability or fitness, that the alarm system or service supplied may not be bypassed or that the alarm system or services will always provide the intended signaling, monitoring, and response. (Some states do not allow limitations on how long an implied warranty lasts or the exclusion of some kinds of damages, so these limitations may not apply to you. This warranty gives you specific legal rights. You may also have other rights from state to state).

c. This warranty does not cover any damage to equipment caused by accident, vandalism, flood, water, lightning, fire, intrusion, misuse, or any other cause beyond the control of Dealer. Any attempted unauthorized repair service, change or installation by anyone other than Dealer is also not covered by this warranty.

5. **WHEN DEALER OWNS EQUIPMENT.** If the equipment installed by Dealer is owned by Dealer (See Section 1 above), Customer shall not remove the equipment without Dealer's permission. At the end of this Agreement, Dealer can enter Customer's premises and remove all the equipment which Dealer owns. Customer will return the equipment to Dealer in good condition, except for reasonable wear and tear. If there is damage to or loss of any of Dealer's equipment while it is at Customer's premises, Customer agrees to pay Dealer the reasonable repair or replacement value of such equipment. Dealer is not responsible for normal damage caused by removal of its equipment.

6. **DEALER NOT INSURER.** The system will not prevent a loss or personal injury caused by burglary, fire, hold up or other occurrence. The payments made by Customer are based solely on the value of the services provided by dealer under this agreement. Customer's payments are not based on the value of Customer's property or the property of others located on the premises. Insurance against personal injuries and property loss or damage is Customer's responsibility.

7. **LIMITATION OF LIABILITY.** Due to many factors, the amount of Customer's loss cannot be fixed. Customer agrees that if dealer is found responsible for damage for failure to perform or non-operation of the equipment, dealer's legal responsibility shall be limited to an amount equal to six monthly payments or \$500, whichever is less. This amount is all that customer can recover from Dealer, no matter how much customer has lost. Customer acknowledges that Dealer offered to increase the limit of Dealer's responsibility, if Customer agrees to pay an additional amount to Dealer. Unless Customer signs a separate form selecting a higher limit, Customer will not have a higher limit.

8. **CANCELLATION BY CUSTOMER.** Residential Customers may cancel this Agreement at any time before midnight of the 3rd business day from the date of this Agreement. See attached Notice of cancellation Form

In certain states alarm agents are licensed and regulated. In this state the agency is: NONE

This Agreement is not binding unless approved in writing by an authorized representative of Dealer. If not approved, Dealer's only responsibility is to return the amount, if any, paid by Customer upon the signing of the Agreement. Customer acknowledges that Dealer's responsibility is limited by this agreement. Customer has read the front and back of this Agreement, and agrees to all of the terms on both sides.

9. **LENGTH OF AGREEMENT.** The initial length of this Agreement is 5 years from the date installation is completed or the following date: _____: if specified. At the end of this period, the Agreement renews for additional one year periods unless the Dealer or Customer gives written notice to end the Agreement at least 30 days before the beginning of the next period.

10. **BREAKING THE AGREEMENT.** Dealer can end this Agreement, if Customer does not make payments when they are due or does not do other things it is required to do. Before Dealer ends this Agreement, Dealer will give Customer written notice that Customer is breaking the Agreement. Customer will have 10 days from the date of the notice to correct the problem. If Customer does not correct the problem, this Agreement will end and all of Dealer's responsibilities will end. That means Dealer can stop monitoring your alarm and remove any equipment at your location owned by the Dealer.

11. **PAYMENT AT END OF AGREEMENT.** If Dealer ends this Agreement because Customer does not do what he is supposed to do, Customer will be obligated to pay Dealer the money that it owes to Dealer as of the date the Agreement ends. Also, Customer will pay Dealer one-half of the amount Customer would owe under this Agreement if it was not ended, calculated from the ending date through the end of the contract period. This additional payment (known as "liquidated damages") will be due because Dealer will have a loss. The exact amount of the loss cannot be determined now, so Customer agrees to pay this amount no matter what Dealer's loss may be. If Customer does not pay and Dealer has to collect the money, Customer will also be required to pay the costs of collection, including any attorneys' fees.

Initials: _____

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Dayton Office-1400 Cincinnati St. Dayton, OH 45414 P: 937-425-6525 F: 937-228-2573

Toll-free 877-577-5591 | www.shiversecurityservices.com



The Authority in Security Solutions

Proposal Number: 8506-6-0

Date: 11/19/2014

12. **CHANGE OF PRICES.** Any time after 1 year from the date of this Agreement, Dealer can raise the amounts it charges Customer if Dealer's costs of providing services to Customer increase. If any one change is more than a 10% raise over what Customer is then paying, Customer has the right to end this Agreement by giving Dealer 30 days advanced written notice that it wants it to end. If Customer does not give written notice within 30 days of being notified of a price increase, then Customer will pay the higher price.
13. **INSTALLATION.** Dealer will install the alarm equipment and other equipment listed on the attached Schedule of Protection. Customer will allow Dealer to come into its building or home to install the system. Customer agrees to provide necessary electrical current through Customer's meter at Customer's expense. Dealer shall not be responsible for normal damage caused to the premises by installation.
14. **CUSTOMER TRAINING.** When installation is completed, Dealer will train Customer on the proper operation of the installed system.
15. **CUSTOMER'S AUTHORIZED REPRESENTATIVE.** Customer will designate in writing one or two persons who are authorized to speak with Dealer. Customer will provide telephone numbers for these representative(s).
16. **MONITORING.** Dealer will monitor the installed equipment or make sure it is monitored from a central monitoring station. Dealer will monitor only when the system is properly turned on by the Customer. When Dealer receives a signal, it will use reasonable efforts to do the following, depending on the services Customer selected:
 - (A) In response to a signal indicating an unauthorized entry, notify the public police. Customer understands that Dealer is not responsible for the response time of the police and fire department.
 - (B) In response to a manual, water flow, smoke or fire alarm signal, notify the public fire department.
 - (C) In response to an auxiliary, trouble, supervisory or other special signal, notify the applicable local authority.Dealer will also use reasonable efforts to notify the authorized representative(s) designated by Customer by calling the telephone number(s) Dealer is given by Customer.
17. **CUSTOMER'S DUTIES USING SYSTEM.** Customer is responsible for testing and setting the alarm system on a daily basis in accordance with the instructions it receives from Dealer. Customer agrees to correct, at its cost, any condition at its location which interferes with the operation of the system.
18. **REPAIRS.** If Customer discovers a defect in the installed equipment, Customer will immediately contact Dealer and fully describe the nature of the defect so that repair service can be made. Repairs will be made as follows:
 - (A) **When Equipment Owned by Dealer (See Section 1).** Dealer will make repairs on equipment owned by Dealer required by ordinary wear after receiving notice from Customer. Unless otherwise stated in this Agreement (see Section 3 regarding Service) Customer is responsible for all repair costs. Customer also will pay a service charge for Customer's failure to follow operating instructions, system misuse, failure to properly secure windows, doors or other protected points, or improper adjustment of monitors, cameras or accessory components. Customer is responsible for any sprinkler system and devices using batteries. Dealer is not responsible for malfunctions of such devices and sprinkler systems. Dealer may charge for repairs caused by lightning, floods, fire, and other events beyond Dealer's control.
 - (B) **When Equipment Owned by Customer.** Dealer will make repairs under the terms of the limited warranty on front side of this Agreement. Any repairs not covered by this limited warranty are Customer's responsibility.
19. **FALSE ALARMS.** Customer is responsible for any costs associated with false alarms. Dealer can end this Agreement after giving 15 days written notice to Customer for excessive false alarms or misuse of the system.
20. **TELEPHONE LINES.** The alarm system transmits signals over telephone company lines to a central monitoring station. Dealer cannot and does not maintain or repair telephone lines and equipment. If Customer's telephone service is out of order, disconnected or otherwise interrupted, a signal will not be received by Dealer. Dealer is not obligated to monitor your location when it is not receiving a signal, because of such interruptions.
21. **SUSPENSION OR CANCELLATION.** Dealer has no responsibility for delays in installation or interruptions of service due to strikes, floods, fires, and other events that are beyond Dealer's control. This Agreement may be suspended or canceled, at Dealer's option, if Dealer's or Customer's premises or equipment is destroyed by fire or other catastrophe, or so damaged that it is not practical to continue service.
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Dealer: Shiver Security Systems
Address: 1400 Cincinnati Street
City: Dayton **State:** OH **Zip:** 45417
Phone #. 937-425-6525 **LIC. #**

Accepted by: City of Mason
Signature X: _____
Print Name: _____
Title: _____
Date: _____

Signature X _____ **REG.#** _____
(Dealer Sales Representative)

Approved X _____ **REG.#** _____

