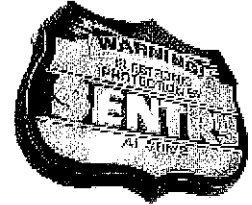


Sentry Alarms
40 Chenango St
Binghamton, NY 13901-2902
Tel : (607)723-2934 Fax: (607)724-3858

Honeywell
 Authorized Security Dealer



Proposal Number 35741
Created 6/28/2024
Salesperson Dave Winckler

Kristine Highway Garage Town of Windsor
 Kristine Breeding
 174 Chapel Street
 Windsor NY 13865

RETAIL INSTALLATION AGREEMENT **Date: June 28th, 2024** **Job # _____**

Customer's Name: **Windsor Town Garage**
 Billing Address: ~~174 Chapel Street~~ *124 Main* Street, Windsor NY 13865
 Address of Installation: **174 Chapel Street, Windsor NY 13865**
 Premise Phone No: **(607) 655-5445**
 Sale Contact: ~~Kristine Breeding~~ *Kristine* Phone No: **(607)655-5444** Email: **secretary.tow@gmail.com**

SENTRY ALARMS (herein referred to as SENTRY), agrees to sell and install at Customer's premise, and Customer agrees to buy a security system consisting of the following equipment and services:

PRICE AND PAYMENT BY CUSTOMER

Customer agrees to pay the purchase price of such security system in the amount of **\$ 1,685.00** plus tax in the amount of **Exempt** for a total of **\$ 1,685.00** Due upon completion of installation.

CENTRAL STATION MONITORING

Customer agrees to pay to Sentry the sum of **\$55.75** for central office monitoring service plus tax **\$ Exempt** for a total amount of **\$ 55.75** per month, payable in advance.

Job Description: **New Install** Upgrade Add-on Takeover Prewire Other

Approximate date work is to begin: 8-10 Weeks Approximate date work is to be substantially completed: One Tech- 1 Day

NYS Lic. # 12000007148 Pennsylvania Home Improvement Contractor # PA046462 (1-888-520-6680)

Qty	Description
1	Method of Communication- Internet Customer understands that the Alarm System will communicate to the Central Station through Customer's provided internet service, and customer understands that if the internet service is not functioning due to power outage, internet provider outage, or for any reason whatsoever the Alarm System cannot communicate any signals or alarm conditions to the central station by way of this method of communication.
1	Method of Communication - Radio Customer understands that the Alarm System will communicate to the Central Station by Cellular Radio.

Qty Description

1 DMP DualComNF-LV Network/LTE Fire Communicator (Verizon)

Connect provided communicator to Edwards Series 10 Addressable Fire Alarm system provided and installed by Fire Detection Systems (FDS). System is customer owned and system testing provided by FDS. Proposal does not include a fire inspection. Certificate will be provided by installation company.

POC: Ryan Cobb
Phone: (315) 668-0093
Email: rcobb@fdscny.com

1 Prevailing Wage Labor Hours

System consists for the following:
Panel: Edwards Series 1000G Fire Panel

Sprinkler

- 1.) Flow
- 2.) Tamper

Smoke Detectors

- 1.) Front Entrance
- 2.) Front Office
- 3.) IT/Server Closet
- 4.) Restroom
- 5.) Restroom
- 6.) Locker Room
- 7.) Rear Hall
- 8.) Break Room
- 9.) Electrical Room
- 10.) Compressor Room
- 11.) Mezz. Left
- 12.) Mezz. Rt.
- 13.) Bay one
- 14.) Bay Three
- 15.) Bay Five

Pull Stations

- 1.) Front Entrance
- 2.) Break Room Exit
- 3.) Rear Bay One
- 4.) Rear Bay Five

\$1,819.80

TERM OF AGREEMENT: Renewal: All recurring charges are payable in advance. The term of this agreement shall be for a period of five years and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt request, of their intention not to renew the agreement at least 30 days prior to the expiration of any term. After the expiration of one year from date hereof Sentry shall be permitted from time to time to increase all charges by an amount not to exceed 5 percent each year and subscriber agrees to pay such increase. Service commences when the necessary connection to the central station is completed.

EXCULPATORY CLAUSE: SENTRY and Subscriber agree that SENTRY is not an insurer, and no insurance coverage is offered herein. The alarm system and SENTRY's services are designed to detect and reduce certain risks of loss, though SENTRY does not guarantee that no loss or damage will occur. SENTRY is not assuming liability, and, therefore, shall not be liable to Subscriber or any other third party for any loss, economic or non-economic, business loss or interruption, consequential damages, in contract or tort, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber or others as a result of equipment failure, human error, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by SENTRY's breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty, except for gross negligence and willful misconduct. Subscriber releases SENTRY from any claims for contribution, indemnity or subrogation.

ENTIRE AGREEMENT - Customer acknowledges that He/She is aware that no alarm system can guarantee prevention of loss. That human error on the part of SENTRY or the municipal authorities is always possible and that signals may not be received if the transmission mode is cut, interfered with or otherwise damaged. This Agreement constitutes the entire Agreement between the Customer and SENTRY. In executing this Agreement, the Customer is not relying on any advice or advertisement of SENTRY. Customer agrees that any representation, promise, condition, inducement, or warranty expressed or implied, not included in writing in this Agreement shall not be binding upon any party, and that the terms and conditions hereof apply as printed without alteration or qualification, except as specifically modified and approved in writing by an authorized representative of SENTRY. The terms and conditions of this Agreement shall govern notwithstanding any inconsistent or additional terms and conditions, or any purchase order or other document submitted by the Customer.

LIMITED WARRANTY

1. In the event that any part in the alarm system becomes defective, or in the event that any repairs are required, SENTRY agrees to make all repairs and replacement of parts without cost to the Customer for a period of one (1) year from the date of installation. SENTRY reserves the option to either replace or repair the alarm equipment and reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, window foil, or reprogramming. Damage related to customer abuse, fire, flood, lightning strikes, or other acts of God is not covered under warranty.

SENTRY shall not be required to service the security system unless it has received written notice from Customer and upon such notice, SENTRY shall service the alarm system to the best of its ability within 36 hours, exclusive of Saturday, Sunday, and legal holidays, during the business hours of 9 am and 5 p.m., Monday through Friday, during the warranty period. Customer agrees to test and inspect the alarm system immediately upon completion of installation and to advise SENTRY in writing within three (3) days after installation of any defect error or omission in the alarm system.

Except as set forth in this agreement, SENTRY makes no implied or express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. Seller does not represent nor warrant that the alarm system may not be compromised or circumvented; or that the system will prevent any loss by burglary, hold-up, fire or otherwise; or that the system will in all cases provide the protection for which it was installed. SENTRY expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose.

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

2. Limitation of Liability: Subscriber agrees that, except for Sentry's gross negligence and willful misconduct, should there arise any liability on the part of Sentry as a result of the Sentry's breach of contract, negligent performance to any degree or negligent failure to perform any of Sentry's obligations pursuant to the agreement, or any other legal duty, equipment failure, human error, or strict products liability, whether economic or non-economic, in contract or in tort, that Sentry's liability shall be limited to the sum of \$250.00 or 6 times the monthly payment for services being provided at time of loss, whichever is greater. If subscriber wishes to increase Sentry's amount of limitation of liability, subscriber may, as a matter of right, at any time, by entering into a supplemental agreement, obtain a higher limit by paying an annual payment consonant with Sentry's increased liability. This shall not be construed as insurance coverage and notwithstanding the foregoing, Sentry's liability shall not exceed its available insurance coverage.

Initial Here M.O. Date 7/1/24

3. Delay in Installation: SENTRY shall not be liable for any damages or loss sustained by Customer as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God or other causes, including SENTRY's negligence or gross negligence in the performance of this contract. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence.

4. Alteration of Premise For Installation: SENTRY is authorized to make preparations such as drilling holes, driving nails, making attachments, or doing any other thing necessary in SENTRY's sole discretion for the installation and service of the alarm system, and Sentry shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the alarm system, and Customer represents and warrants that if the owner of the premises is other than Customer, the owner of the premises authorizes the installation of the security system under the terms of this agreement. Customer indemnifies SENTRY against any claims or actions by the owner of the premises for any unauthorized installation.

5. Normal Work Schedule and Access to Work: Customer agrees and understands that the installation of the security system will take place between the hours of 9 a.m. and 5 p.m., Monday through Friday, exclusive of holidays. Customer agrees to provide free and open access to all work areas and points of protection.

6. Customer's Duty to Supply Electric and Telephone Service: Customer agrees to furnish, at its expense all 110 Volt AC power and electrical outlets and receptacles, telephone hook-ups. RJ31X Block or equivalent, as deemed necessary by SENTRY in its sole discretion.

7. If Closed Circuit TV equipment is involved, Customer will provide adequate illumination under all operational conditions for proper operation of CCTV cameras. A shelf or adequate space will be provided for by Customer for placement of Monitor(s) and or related equipment.

8. Additions or changes to the system: Customer agrees that future changes or additions to the alarm system, authorized by the Customer, performed by SENTRY, its employees or authorized agent in servicing or repairing of the system, will become part of the system and will be covered under the terms and conditions of this agreement.

9. Credit Information: Customer agrees and understands that a consumer credit report may be requested in connection with this Agreement or in connection with updates, renewals, or extensions of any credit granted as a result of this Agreement.

10. LEGAL ACTION / EARLY TERMINATION / AGREEMENT TO ARBITRATE: The parties agree that due to the nature of the services to be provided by SENTRY, the payments to be made by the Subscriber for the term of the services part of this agreement form an integral part of SENTRY's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix SENTRY's actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to SENTRY, the balance of all payments for the entire term herein shall immediately become due and payable, and Subscriber shall be liable for 80% thereof as liquidated damages and SENTRY shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to remotely reprogram or delete any programming without relieving Subscriber of any obligation herein. If SENTRY prevails in any litigation or arbitration between the parties, Subscriber shall pay SENTRY's legal fees. In any action commenced by SENTRY against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. The parties agree that they may bring claims against the other only in their individual capacity, and not as a class action plaintiff or class action member in any purported class or representative proceeding. Subject to Subscriber's right to bring any claim against SENTRY for up to \$1,000 in small claims court having jurisdiction, any dispute between the parties or arising out of this agreement, including issues of arbitrability, shall, at the option of any party, be determined by arbitration before a single arbitrator administered by Arbitration Services Inc., under its Arbitration Rules www.ArbitrationServicesInc.com, except that no punitive damages may be awarded. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address in this agreement or another address provided by the party in writing to the party making service. Subscriber submits to the jurisdiction and laws of New York and agrees that any litigation or arbitration between the parties must be commenced and maintained in the county where SENTRY's principal place of business is located. The parties waive trial by jury in any action between them unless prohibited by law. Any action by Subscriber against SENTRY must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against SENTRY must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against SENTRY in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement, and this consent to arbitrate shall survive the termination of this agreement.

11. INDEMNITY/WAIVER OF SUBROGATION RIGHTS: Subscriber agrees to and shall indemnify and hold harmless SA, its employees, agents and subcontractors, from and against all claims, lawsuits, including reasonable attorneys' fees and losses asserted against and alleged to be caused by SA's performance, negligent performance, or failure to perform any obligation. Parties agree that there are no third party beneficiaries of this contract. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against SA or SA's subcontractors arising out of this agreement or the relation of the parties hereo.

Initial Here MU Date 7/1/24

12. **CENTRAL OFFICE MONITORING:** Upon receipt of a signal from Subscriber's alarm system, SENTRY or its designee central office shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department depending upon the type of signal received. Not all signals will require notification to the authorities and Subscriber may obtain a written response policy from SENTRY. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of SENTRY or SENTRY's designee central office and SENTRY does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication pass through communication networks wholly beyond the control of SENTRY and are not maintained by SENTRY except SENTRY may own the radio network, and SENTRY shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish SENTRY with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List SENTRY will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with SENTRY's notification obligation. All changes and revisions shall be supplied to SENTRY in writing. Subscriber authorizes SENTRY to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting central office to monitor video or sound then upon receipt of an alarm signal central office shall monitor video or sound for so long as central office in its sole discretion deems appropriate to confirm an alarm condition. SENTRY may, without prior notice, suspend or terminate its services, in central office's sole discretion, in event of Subscriber's default in performance of this agreement or in event central office facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms. Central office is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by SENTRY.

Customer acknowledges that signals which are transmitted over telephones lines, wire, air waves, or other modes of communication pass through communication networks not maintained by Sentry and wholly beyond the control of Sentry and, therefore, Sentry shall not be responsible for any equipment failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom.

Customer agrees to furnish Sentry with a written list of names and telephone numbers for those persons Customer wishes to be notified of alarm signals. All changes and revisions to such list shall be supplied to Sentry in writing. Customer authorizes Sentry to access the control panel to input or delete data and programming, as deemed necessary by Sentry.

13. **Medical Alert:** If medical alert is specified under the schedule of installation as a service to be provided to Customer, upon receipt of a medical alert signal Sentry or its subcontractor shall as soon as may be practicable, make every reasonable effort to notify by telephone those persons designated by Customer or the appropriate municipal police or fire department providing emergency medical response. Customer acknowledges that Sentry provides no response to a medical alert signal except notification of the appropriate party, and that the provisions of this Agreement exculpating and limiting SENTRY's liability are fully applicable to the medical alert service.

14. **Testing and Servicing of Alarm System.** The parties hereto agree that the alarm system, once installed, is in the exclusive possession and control of the Customer, and it is the Customer's sole responsibility to test the operation of the alarm system and to notify Sentry in writing if any equipment is in need of repair. Sentry shall not be required to service the equipment unless all payments are current and has received written notice from Customer and upon such notice Sentry shall service the equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m., Monday through Friday with charges made at the then current rate.

15. **Excessive Alarm Activity:** Customer agrees to operate system in a reasonable manner, so as not to generate false alarm activations. Sentry will be given prior notification of any entries by persons unfamiliar with the system's operation. Should any construction or alterations be anticipated at the Customer's premise, Customer agrees to notify Sentry in writing in advance. Customer acknowledges that false alarm activity deemed excessive, or as a result of Customer's failure to comply with this provision, at the sole discretion of Sentry, may result in additional charges against the Customer for each false activation.

16. **Sentry's Right to Subcontract or Assign Monitoring Service:** Customer agrees that Sentry is authorized and permitted to subcontract or assign central office monitoring service and any other special service which Sentry is obligated to perform under this agreement, and Sentry shall not be liable for any loss or damage sustained by Customer by reason of fire, theft, burglary, or any other cause whatsoever caused by the negligence of such third parties. Customer acknowledges that this agreement, and particularly those paragraphs relating to Sentry's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability, and third party indemnification, insure to the benefit of and are applicable to any subcontractors, assignees and communication centers of Sentry. No consent of Customer is required for such sub-control or assignment.

17. **Severability:** The provisions of this agreement are intended to be severable and to constitute independent and distinct binding obligations. Should any provision of this Agreement be determined to be void and unenforceable, in whole or in part, it shall not be deemed to affect or impair the validity of any other provision or part thereof, and such provision or part thereof shall be deemed modified to the extent required to permit enforcement.

Initial Here M.O. Date 7/1/24
Proposal Number: 35741

18. Governing Law: The parties agree that New York Law applies and the parties' consent to jurisdiction of New York for any litigation.

NOTICE OF CANCELLATION for New York State Residential - You, the Customer, may cancel this contract at any time prior to midnight of the third business day of this transaction.

CREDIT CARD PAYMENT

I authorize SENTRY to charge the credit card listed below:

Amount \$ _____ Exp. Date _____

Type of Card: _____ MasterCard _____ Visa

Account Number _____

Print Cardholder's Name _____

_____ Card Code (3 or 4 digit on back of card)

Customer's Signature _____

CUSTOMERS APPROVAL

Customer Acknowledges pricing is based on an agreement with a 5 (five) year term

Mark L Odell
Signature Required Here

Mark L Odell
Print Name Here

SENTRY'S APPROVAL

D. Winckler
Sentry Representative - David D. Winckler (Electronic Signature)