



Your Safety Is Our Business
secure • monitor • connect

McNeil Company (Wood Residence)

Security Upgrade

89882-3-0

Dated: 6/24/2026

Prepared for:
Madisyn van den Boogaart

Customer: McNeil Company (Wood Residence)

Site: 3435 N 140 Circle
Omaha, NE, 68164

Contact: Madisyn van den Boogaart | (402)-881-7745 |
madisynm@mcneilcompany.com



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Security Upgrade

Scope of Work

Security Equipment Inc. (SEi) to install, program, and test the following equipment as outlined in the Schedule of Protection. This proposal includes upgrading existing alarm devices, and adding new ones. SEi will utilize the existing alarm control panel, wiring, and wireless devices on the existing system.

Equipment Installation, Provided by SEi Intrusion:

- (1) Zone expansion module to implement all hardwired alarm devices - **Fitness Closet**
- (1) Auxiliary power - **Fitness Closet**
- (1) Siren - **Primary Vestibule**
- (1) Touchscreen keypad - **Primary Bath**
- (1) Touchscreen keypad replacing the existing keypad - **Garage/Service Entry**
- (1) Door contact - **Main Entry**
- (1) Round flush-mount Glassbreak detector replacing the existing detector - **Breakfast Room**
- (1) Round flush-mount Glassbreak detector replacing the existing detector - **Laundry Room**
- (1) Round flush-mount Glassbreak detector replacing the existing detector - **Dining Room**
- (1) Round flush-mount Glassbreak detector replacing the existing detector - **Den**
- (1) Round flush-mount Glassbreak detector replacing the existing detector - **Family Room**
- (1) Round flush-mount Glassbreak detector replacing the existing detector - **Billiards**
- (1) Round flush-mount Glassbreak detector replacing the existing detector - **Bedroom 4**
- (1) Round flush-mount Glassbreak detector replacing the existing detector - **Bedroom 5**
- (1) Round flush-mount Glassbreak detector - **Primary Bedroom Closet**
- (1) Round flush-mount Glassbreak detector - **Back Kitchenette**
- Up to 300' wire

Equipment Installation, Provided by SEi Fire:

- (1) Combination smoke/co detector replacing the existing smoke detector - **LL Back Hall**
- (1) Combination smoke/co detector replacing the existing smoke detector - **Primary Vestibule**
- (1) Combination smoke/co detector replacing the existing smoke detector - **Second Floor Outside Bedroom 3**

Equipment Installation, Provided by SEi Water:

- (1) Water detector - **Sump**
- (1) Water detector - **Laundry**
- (1) Water detector - **Primary Bedroom Laundry**
- Up to 300' wire

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*All professional installation labor is included

Qualifications:

- All work shall be done during normal working hours (Mon-Fri - 8AM-5PM).
- All ceiling, floor and walls are assumed to be accessible for cable and device installation.
- Customer to provide open pathways for new wire pulls where required.
- Customer to provide wall space for equipment as required.
- SEi will provide programming of the system(s).
- A 50% down payment will be required by SEi prior to our ordering equipment.
- The proposal excludes potential price increases due to government-imposed tariffs. Any such increases will be the customer's responsibility until SEi receives a 50% deposit. Once the deposit is received, SEi will secure equipment at the current pricing.
- Any changes to this proposal could incur additional charges.

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Schedule of Protection

I. Security Replaced \$1,697.66

QTY	Description
8	Round Flush-Mount Glassbreak Detector

II. Security New \$2,746.88

QTY	Description
2	Round Flush-Mount Glassbreak Detector
2	7" Touchscreen Keypad
1	3/8" Contact, White
1	3 Amp Auxillary Power Supply
2	12v 7ah Battery
1	Zone Expansion Module
1	Flush-Mount Siren
300	18/4 Plenum Non Shielded Wire

III. Fire \$1,480.96

QTY	Description
1	2-Wire Interface Module
1	Intelligent Relay Board
3	Smoke/CO Detector

IV. Water \$1,415.93

QTY	Description
3	Water Detection Device
300	18/4 Plenum Non Shielded Wire

V. Motion Detector Option \$433.02

Accept: _____ Decline: _____

QTY	Description
1	Motion Detector
100	18/4 Plenum Non Shielded Wire

Investment Summary

Deposit Due in Advance	\$3,887.22
Balance Due Upon Completion	\$3,887.23
Estimated Applicable Taxes	\$544.20
Purchase Price, Excluding Taxes	\$7,774.45
Purchase Price, Including taxes	\$8,318.65

* This proposal for the above described protection is valid for 30 days.

* This proposal for the above described protection does include tax and is covered by a one (1) year parts, labor and service guarantee

Purchase Agreement

THIS AGREEMENT is made June 24, 2026, by and between SECURITY EQUIPMENT, INC and its directors, officers, shareholders, employees and agents, (collectively "Company") and McNeil Company (Wood Residence)("Customer"). Location of Customer's premises ("Premises") 3435 N 140 Circle, Omaha, NE 68164.

Subject to the terms and conditions hereinafter set forth, SEi agrees to sell (except radio equipment), provide installation services, the equipment specified on "**Schedule of Protection/Scope of Work**", which is incorporated herein by reference (the "Equipment") and/or to provide the services set forth in the Schedule of Protection / Scope of Work ("Services").

Note:

Customer acknowledges and agrees that (i) additional detection equipment, at additional cost, can provide increased detection ability, (ii) Customer shall notify Company of all ordinances or local policies of the police, sheriff, fire, medical, ambulance, guard, patrol and response services, and other governmental, private or volunteer departments and organizations (collectively, "First Responders") that may affect Company's performance of services to Customer, (iii) the local municipality where the Premises or Equipment is located may require a license, permit or fee in connection with the installation, use or services related to the Equipment which is the sole responsibility of Customer to determine and comply with, (iv) if radio equipment is included in the list of Equipment, Subscriber shall permit Company to remove the radio equipment within three (3) business days after termination of services to the radio equipment and Subscriber agrees to pay Company on a time basis at Company's then prevailing charges for such removal or, at Company's sole election, Subscriber shall, at its sole cost, within three (3) business days after termination of services to the radio equipment, remove and return the radio equipment complete, undamaged (ordinary wear and tear excepted), and in good working order to the Company at the Company's home office, and (v) devices, Systems, networks, data and other communications transmitted through radio signals (wireless devices) or the internet are susceptible to being accessed by others, e.g., hackers, and Subscriber hereby releases Company for and from all damages, losses, costs and liabilities arising out of or from, in connection with or related to any third party's access of any such device, System, network, data or other communication related to this Agreement.

Installation Charges:

Customer agrees to pay SEi the sum of: \$8,318.65

Payment Terms: 50% payable upon acceptance of this agreement. Balance payable upon substantial completion of installation or delivery of equipment.

NOTICE TO CUSTOMER: CUSTOMER SPECIFICALLY ACKNOWLEDGES AND ACCEPTS THE DISCLAIMER/LIMITATION OF LIABILITY AND INDEMNITY PARAGRAPHS HEREOF. TERMS AND CONDITIONS ARE AN INTEGRAL PART OF THIS AGREEMENT. CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF CONTRACT. READ ALL PAGES BEFORE SIGNING.

Electronic Signatures:

The person signing this Agreement certifies that Customer's policies do not prohibit the acceptance and execution of terms and conditions in electronic form. In addition, each party consents to and agrees that the use of a keyboard, mouse, or other device (1) to select an item, button, icon or checkbox or (2) to enter text, or (3) to perform any similar act or action while using SEi's web-based portal(s) for the purpose of initiating, reviewing, modifying or completing any transaction regarding this Agreement constitutes a lawful and valid signature, acceptance, and agreement, and shall be treated the same as if such were actually made using a physical, written signature. The parties further agree that no certification authority, or other third-party verification is necessary to validate their respective electronic signature. The parties additionally agree that this Agreement is accepted and agreed to when an electronic signature for each party has been affixed to this Agreement.

Customer consents to receive SEi invoices and statements by Electronic Delivery.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed or caused this Agreement to be executed on the signing date unless otherwise agreed to in writing. Further, if the Customer is a corporation, the individual signing this Agreement on behalf of the Customer shall be personally liable as a surety for the financial obligation of the Customer.

SEi

Submitted By: Mitch Goff
Approved By: _____
Date: _____

McNeil Company (Wood Residence)

Signature: _____
Date: _____
Print Name: Madisyn van den Boogaart
Title: Project Manager
Email: madisynm@mcneilcompany.com

Terms & Conditions

1. **DISCLAIMER/LIMITATION OF LIABILITY.** CUSTOMER UNDERSTANDS AND AGREES AS FOLLOWS: (I) NEITHER COMPANY NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS OR EMPLOYEES (COLLECTIVELY, "REPRESENTATIVES") IS AN INSURER; (II) IT IS THE SPECIFIC INTENT OF THE PARTIES THAT (A) INSURANCE COVERING ALL LOSS, DAMAGE AND EXPENSE ARISING OUT OF OR FROM, IN CONNECTION WITH, RELATED TO, AS A CONSEQUENCE OF OR RESULTING FROM THIS AGREEMENT, SHALL BE OBTAINED AND CONTINUOUSLY MAINTAINED BY THE CUSTOMER, (B) RECOVERY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY, AND (C) COMPANY AND REPRESENTATIVES ARE RELEASED FROM ANY AND ALL LIABILITY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE; (III) COMPANY AND REPRESENTATIVES, EXCEPT AS SET FORTH HEREIN, MAKE NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE; (IV) COMPANY AND REPRESENTATIVES ARE RELEASED FOR ALL LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT DUE TO THE IMPROPER OPERATION OR NON-OPERATION OF THE EQUIPMENT; AND (V) SHOULD THERE ARISE ANY LIABILITY ON THE PART OF COMPANY OR REPRESENTATIVES FOR ECONOMIC LOSSES, PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL) WHICH IS IN CONNECTION WITH, ARISES OUT OF OR FROM, RESULTS FROM, IS RELATED TO OR IS A CONSEQUENCE OF THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF COMPANY OR REPRESENTATIVES INCLUDING, WITHOUT LIMITATION, ACTS, ERRORS OR OMISSIONS WHICH OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT, OR BREACH OF THIS AGREEMENT, OR ANY CLAIM BROUGHT IN PRODUCT OR STRICT LIABILITY, ANY CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW), OR FOR ANY CLAIM FOR SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR CONSEQUENTIAL DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$1,000.00 COLLECTIVELY FOR COMPANY AND REPRESENTATIVES, AND THIS LIABILITY SHALL BE EXCLUSIVE.

IN THE EVENT THAT THE CUSTOMER WISHES TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, CUSTOMER MAY, PRIOR TO AN OCCURRENCE RESULTING IN ECONOMIC LOSS, PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL), AS A MATTER OF RIGHT, OBTAIN A HIGHER LIMIT PROSPECTIVELY BY PAYING AN ADDITIONAL AMOUNT FOR THE INCREASE IN SUCH LIMIT OF LIABILITY, BUT THIS PAYMENT SHALL IN NO WAY BE INTERPRETED TO HOLD COMPANY OR REPRESENTATIVES AS AN INSURER.

2. **Release of Insured Losses.** Customer hereby releases Company and Representatives for all losses, damages and expenses (i) covered by Customer's insurance policies, (ii) policy deductibles, co-pay percentage, or retained limits, (iii) in excess of amounts paid by Customer's insurance, and (iv) due to under insurance.

3. **Waiver of Subrogation.** As an inducement to Company to enter into this Agreement, Customer represents, warrants and covenants that Customer's insurance companies shall not have (a) any rights created by a loan agreement, loan receipt, or other like document or procedure, or (b) any right of subrogation, indemnification or contribution against Company or Representatives.

4. **INDEMNIFICATION.** CUSTOMER AGREES (A) THAT COMPANY AND REPRESENTATIVES SHALL HAVE THE RIGHT, BUT NOT OBLIGATION, TO DESIGNATE ITS OR THEIR ATTORNEYS TO CONTROL THE INVESTIGATION, DEFENSE AND SETTLEMENT OF ANY CLAIM OR SUIT AGAINST IT OR THEM, AND (B) TO PROTECT, INDEMNIFY, DEFEND (UPON THE REQUEST OF COMPANY OR REPRESENTATIVES) AND HOLD HARMLESS COMPANY AND REPRESENTATIVES FROM AND AGAINST AND PAY (WITHOUT ANY CONDITION THAT COMPANY OR REPRESENTATIVES FIRST PAY) FOR ALL CLAIMS, DEMANDS, SUITS, LIABILITIES, DAMAGES, JUDGMENTS, LOSSES AND EXPENSES INCLUDING, WITHOUT LIMITATION OR EXAMPLE, ATTORNEYS' FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY COMPANY OR REPRESENTATIVES BY OR DUE TO ANY PERSON NOT A PARTY TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION OR EXAMPLE, CUSTOMER'S INSURANCE COMPANY OR CUSTOMER'S EMPLOYEES OR THE PERSONAL REPRESENTATIVE OF ANY EMPLOYEE (NOTWITHSTANDING ANY PROTECTIONS OTHERWISE AFFORDED CUSTOMER UNDER ANY WORKER'S COMPENSATION ACT, LAW OR REGULATION), FOR ANY EXPENSE, LOSS OR DAMAGE INCLUDING, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, REAL OR PERSONAL, ARISING OUT OF OR FROM, IN CONNECTION WITH, AS A RESULT OF, RELATED TO OR AS A CONSEQUENCE OF BREACH OF THIS AGREEMENT, ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF COMPANY OR REPRESENTATIVES, PRODUCT OR STRICT LIABILITY, ANY CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR ANY PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW), OR ANY CLAIM FOR SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, WHETHER IN CONTRACT, TORT OR EQUITY.

Initials: _____

5. **Installation; Service; Delays.** Customer acknowledges and agrees that Company and Representatives have no knowledge of existing hidden pipes, wires or other like objects within walls, floors, ceilings and other concealed spaces, and it is Customer's obligation to advise Company of such hidden objects, failing which Company and Representatives are released for any damages, losses or expenses arising out of or from, in connection with, as a result of, related to or as a consequence of such hidden objects. Company and Representatives make no representation of performance by any particular date.

6. **False Alarms.** In the event the System is activated for any reason whatsoever, the Customer shall (a) pay without recourse, or (b) reimburse Company for any fines, fees, costs, expenses and penalties assessed against Customer or Company by any court or governmental agency.

7. **Default of Customer.** In the event of any default by Customer, without limiting the rights of Company under this Agreement or at law or equity, Company shall be entitled to retain all prepayments received and Customer shall immediately pay to Company (a) all payments then due and payable, and (b) all charges for labor, material and Equipment incurred by Company based on a time and material basis at Company's then prevailing charges; and Company shall have no further obligation to perform under this Agreement. In addition, if any suit or alternative dispute resolution proceeding is instituted and Company is the substantially prevailing party by judgment, award, finding or settlement, Customer shall pay directly or reimburse Company for all of its costs and expenses including, without limitation or example, consultants' and professionals' fees and costs including, without limitation or example, reasonable attorneys' fees and costs.

8. **Binding Agreement; Applicable Law.** This Agreement becomes binding upon Company only when signed by an authorized representative of Company, who must be a corporate officer if (i) there are any additions to the Agreement, or (ii) any of the printed terms and conditions have been altered, deleted or substituted by other wording. This Agreement is binding on the heirs, executors, administrators, successors and permitted assigns of the parties, and shall be governed by and construed according to the laws of Company's principal place of business without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter.

9. **Assignability of Agreement.** This Agreement is not assignable by Customer except upon the written consent of Company, which shall be in Company's sole and absolute discretion. This Agreement or any portion thereof is assignable by Company in its sole and absolute discretion.

10. **Finance and Late Charges.** A finance charge of one and one-third (1-1/3%) percent per month (sixteen (16%) percent per year) will apply to all obligations not paid pursuant to the terms contained herein. Customer shall also pay to Company an administrative fee (late charge) of five 5% percent of any payment due hereunder received by Company after the date on which such payment is due as liquidated damages and not as a penalty.

11. **No Waiver of Breach.** There shall be no waiver by Company of any breach of this Agreement unless specifically waived in writing by Company. If Company shall waive any breach by Customer, it shall not be construed as a waiver of any subsequent breach. Company's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.

12. **Suspension of Obligations.** Customer agrees that (a) Company's obligations hereunder are automatically suspended without notice, and (b) Company is released for all loss, damage and expense in the event of (i) a default or breach of this Agreement by Customer, or (ii) delays or interruptions due in whole or in part, directly or indirectly, to riots, strikes, lockouts, other labor disputes, civil unrest, terrorism, war (declared or undeclared), weather, natural phenomenon, acts of God, governmental orders, laws, rules or regulations, transportation, environmental conditions, directives of any authority having jurisdiction, terms or conditions of Customer's landlord or any other reason beyond the reasonable control of Company ("Force Majeure"), for the duration of such delay or interruption. During any suspension of obligations for any reason including, without limitation, Force Majeure, Company shall have no duty, obligation or liability to supply Customer with alternative or substitute Equipment or services.

13. **Duties of Parties When Equipment Required By Third Parties.** Notwithstanding anything contained herein to the contrary, upon receipt of written notice from Customer's insurance company, Customer's landlord, or an authority having jurisdiction, Company agrees to furnish and install all material and equipment required and Customer shall pay Company for all such costs on a time and material basis at Company's then prevailing charges.

14. **LIMITED WARRANTY.**
(A) COMPANY HEREBY WARRANTS TO CUSTOMER ALONE ONLY THAT ALL OF THE EQUIPMENT COMPLIES WITH THE MANUFACTURER'S SPECIFICATIONS AND IS INSTALLED IN A GOOD AND WORKMANLIKE MANNER. IN THE EVENT THAT ANY EQUIPMENT BECOMES DEFECTIVE WITHIN ONE (1) YEAR OF INITIAL INVOICE BECAUSE IT DOES NOT COMPLY WITH MANUFACTURER'S SPECIFICATIONS OR WAS NOT INSTALLED IN A GOOD WORKMANLIKE MANNER, COMPANY SHALL REPLACE OR REPAIR THE DEFECTIVE EQUIPMENT WITHOUT CHARGE TO CUSTOMER. THIS WARRANTY IS NOT ASSIGNABLE.

Initials: _____

(B) EXCEPT AS SET FORTH IN PARAGRAPH A, COMPANY AND REPRESENTATIVES MAKE NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED.

(C) THIS WARRANTY DOES NOT COVER ANY DAMAGE TO THE EQUIPMENT CAUSED BY ACCIDENT, VANDALISM, CUSTOMER NEGLIGENCE, FLOOD, WATER, LIGHTNING, FIRE, INTRUSION, ABUSE, MISUSE, AN ACT OF GOD, ANY CASUALTY, INCLUDING ELECTRICITY, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN COMPANY, OR ANY OTHER CAUSE OTHER THAN ORDINARY WEAR AND TEAR. COMPANY SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, STATUTORY, MULTIPLE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER ACKNOWLEDGES: THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY COMPANY SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THAT COMPANY DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE EQUIPMENT MAY NOT BE COMPROMISED, CIRCUMVENTED, OR THE EQUIPMENT WILL IN ALL CASES PROVIDE THE DETECTION FOR WHICH IT WAS INTENDED; THAT CUSTOMER IS NOT RELYING ON COMPANY'S SKILL OR JUDGMENT IN SELECTING OR FURNISHING ANY EQUIPMENT SUITABLE FOR ANY PARTICULAR PURPOSE; THAT THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT HEREOF, OR HEREIN, AND THAT ALL IMPLIED WARRANTIES, IF ANY, COINCIDE WITH THE DURATION OF THIS WARRANTY.

15. **Company Duty Concerning Property of Others.** Customer agrees that Company has no responsibility for the condition or operation of any equipment, device, or property of any sort of Customer, the communications provider or others ("Property").

16. **Contractual Limitation of Actions.** All claims, actions or proceedings, legal or equitable, against Company or Representatives must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or said claim, action or proceeding is barred. Time is of the essence of this paragraph.

17. **Integrated Agreement; Valid Agreement; Modifications.** This instrument contains the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all previous and contemporaneous negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement. NEITHER PARTY HAS AUTHORITY TO MAKE OR CLAIM ANY REPRESENTATION, TERM, PROMISE, CONDITION, STATEMENT, WARRANTY, OR INDUCEMENT (COLLECTIVELY, "INDUCEMENT") WHICH IS NOT EXPRESSED HEREIN. EACH PARTY REPRESENTS THAT IT/HE/SHE IS NOT RELYING ON ANY INDUCEMENT IN SIGNING THIS AGREEMENT WHICH IS NOT EXPRESSED IN THIS AGREEMENT. Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this instrument, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting; provided, however, in the event either the "Disclaimer/Limitation of Liability" or "Indemnification" sections or any portion of each is held by a court to be invalid or unenforceable, Company shall have the right to terminate this Agreement without any liability upon thirty (30) days prior written notice to Customer. All changes or amendments to this Agreement must be in writing and signed by all parties to be binding on the parties.

18. **Additional Equipment.** If, at any time after the date hereof, additional equipment is requested or authorized by Customer, all sales and installation shall be subject to the terms of this Agreement only, except that additional charges shall be made for such additional sales and installation.

19. **Right to Subcontract.** Company may subcontract for the provision of services under this Agreement. Customer acknowledges and agrees that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Company to provide any service set forth herein to Customer, and bind Customer to said subcontractor(s) with the same force and effect as they bind Customer to Company. Any subcontractor and Company are each independent contractors (not partners or joint venturers).

20. **Customer's Duty to Pay for Increased Costs.** Notwithstanding anything to the contrary contained herein, if (i) any state or Federal statute or regulation, or (ii) any trade union agreement, rules, regulations or dispute results in Company incurring any extra expense including, without limitation, paying higher compensation or wage rates to perform the installation, Customer hereby consents and authorizes Company to incur such extra expense on behalf of and for the account of the Customer, and Customer shall pay Company for all such costs incurred by Company.

Initials: _____

21. **Environmental Considerations.** Customer acknowledges and agrees that any duty or obligation of Company or Representatives under this Agreement, at law or in equity is subject to and conditioned upon, among other things, the Premises not containing or being affected in any manner whatsoever by any public or private nuisance, ultra hazardous or dangerous activity or any hazardous substance ("Environmental Considerations"), or the violation of any applicable local, state or federal statute, ordinance, rule, regulation, order or court order arising out of or from, in connection with, resulting from, related to or as a consequence of Environmental Considerations. In the event the Premises contain or are affected by Environmental Considerations, Company may elect, in its sole and absolute discretion and without any liability whatsoever, to (i) terminate this Agreement pursuant to the paragraph titled "Default of Customer", or (ii) affirm this Agreement. If Company affirms this Agreement, Company's obligations shall be suspended and Customer shall (a) immediately remove all Environmental Considerations at Customer's sole cost and expense and (b) pay Company for all increased costs to perform this Agreement.

22. **Paragraph Headings.** The paragraph titles used herein are for convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

23. **Credit Investigation Report.** Customer authorizes and consents to credit investigations and reports by the Company and any other person or entity that provides financing to the Company or to whom this Agreement may be assigned.

24. **Right to Notice and Cure.** In the event of any breach of this Agreement by Company, Customer agrees to provide written notice to Company specifically identifying the nature of the breach and the provisions of this Agreement affected thereby, and to permit Company to cure the breach within five (5) business days after receipt of the written notice or, if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured. If Company cures any said breach as provided herein, this Agreement shall continue unabated and Company shall not be liable to Customer for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.

25. **JURISDICTION, VENUE AND WAIVER OF JURY TRIAL.** EACH PARTY HEREBY IRREVOCABLY AGREES THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING ("SUIT") ARISING OUT OF OR FROM, IN CONNECTION WITH OR AS A RESULT OF THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE STATE COURTS OF RECORD OR THE COURTS OF THE UNITED STATES LOCATED IN THE DISTRICT OR COUNTY WHERE THE COMPANY'S PRINCIPAL PLACE OF BUSINESS IS LOCATED. EACH PARTY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF EACH SUCH COURT IN ANY SUCH SUIT AND WAIVES ANY OBJECTION THAT IT MAY HAVE TO JURISDICTION OR VENUE OF ANY SUCH SUIT. EACH PARTY CONSENTS TO SERVICE OF PROCESS IN ACCORDANCE WITH THE NOTICE PROVISIONS OF THIS AGREEMENT. **EACH PARTY HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING BROUGHT BY EITHER PARTY.**

26. **Cross-Default.** In the event Company and Customer are parties to any other agreement, Customer acknowledges and agrees that a default by Customer under this Agreement or any other agreement between the parties shall be deemed to be a default by Customer under all such agreements between the parties permitting Company to exercise any or all of its rights under any or all of such agreements in the sole and absolute discretion of Company.

27. **Electronic Media.** Customer authorizes Company to scan, image or otherwise convert this Agreement and any ancillary documents into an electronic format of any nature and to destroy all such written documents. Customer agrees that a copy of this Agreement or other ancillary document produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation or arbitration.

28. **Execution in Counterparts and Delivery by Facsimile or Electronically.** This Agreement may be executed in any number of counterparts, any one of which need not contain the signature of more than one party, but all of which shall together constitute one and the same instrument. The parties agree that this Agreement and the signatures affixed hereto may be transmitted and delivered by facsimile or electronically and that all such signatures and this Agreement transmitted or delivered by facsimile or electronically shall be deemed to be originals for all purposes and given the same legal force and effect as the original Agreement and original signatures, including litigation and arbitration.

29. **Execution of Agreement.** Company and Customer each represent and warrant to the other party that (i) the execution, delivery and performance of this Agreement have been duly authorized by all necessary entity action, and (ii) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms.

30. **Statutory Notices.**

(b) **NO WARRANTIES.** THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE HEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Initials: _____