



**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM REQUEST FORM**

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 10/11/2021 Meeting Date: 10/21/2021

Name: Mario Coppock Department: Recreation

Division Manager's Signature:

A handwritten signature in blue ink, appearing to read "Mario Coppock", is written over a horizontal line.

**1. Nature and purpose of agenda item:**

Stanley Security has indicated that the security system at the Richardson Community Center is older and replacement parts are no longer available. Supply chain concerns and delays in receiving parts exacerbates this problem. Upon renewal of the contract, Stanley Security recommends upgrading the existing older system components. The IT Department has reviewed the proposal and concurs with the recommendation.

**2. Recommended Motion/Action:**

Approve Upgrade/Renewal Agreement

**3. Fiscal impact on current budget.**

This item is currently budgeted. The account number to be charged is 001-7200-572.30-34

# Schedule of Service and Protection

## (Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AND COLUMBIA COUNTY RECREATION DEPT ("CUSTOMER") AGREE ON THIS 24TH DAY OF SEPTEMBER, 2021, THAT SCSS SHALL PROVIDE THE SERVICES DESCRIBED BELOW AT 255 NE COACH ANDERS LN, LAKE CITY, FL 32055-1685. ALL WORK, EQUIPMENT, AND SERVICES ARE SUBJECT TO THE DETAILS SET FORTH HEREIN AND TO THE TERMS AND CONDITIONS OF THE FOLLOWING AGREEMENT(S) BETWEEN THE PARTIES, IN ORDER OF PRECEDENCE: 1) ANY CURRENT MASTER AGREEMENT; AND/OR 2) ANY CURRENT AGREEMENT DIRECTLY RELATED TO THE SITE. IF SUCH AGREEMENT(S) ARE NOT IN EFFECT, ARE INAPPLICABLE, OR DO NOT CONTAIN MONITORING SERVICES TERMS AND CONDITIONS, ALL WORK, EQUIPMENT, AND SERVICES WILL BE SUBJECT TO THE TERMS AND CONDITIONS FOUND AT [HTTPS://WWW.STANLEYSECURITY.COM/LEGAL](https://www.stanleysecurity.com/legal) THIS SCHEDULE OF SERVICE AND PROTECTION, AND THE PRICES QUOTED HEREIN, SHALL EXPIRE IF NOT EXECUTED BY CUSTOMER WITHIN SIX (6) MONTHS OF THE QUOTE DATE LISTED BELOW, AFTER WHICH TIME SCSS MAY REVISE THE PRICING FOR THE EQUIPMENT AND/OR SERVICES SET FORTH HEREIN.

**Solution:** columbia county refurb

**Quote:** Q-261708

**Quote Date:** September 24, 2021

**Investment Type:** SecurityPlus Zero Down

### System Information

System Type: Sonitrol - Integrated Solution

Primary System: Sonitrol - Verified Audio Intrusion

Secondary Systems: Sonitrol - Managed Access; Sonitrol - Verified Audio Intrusion;

### Customer to Provide

120 vac Power Outlets, Access to Device Locations, All Patching & Painting, Local Printer(s), Network Connectivity, Network rack space, UPS,

### Equipment

Quantity	Part Number	Description
1.00	909070000	SONIP KEYPAD; 909070000; STANDARD KP
1.00	7225064	SONIP FLEXIP KT2; SMALL INTRUSION BUNDLE
1.00	EN550	ENSPIRE SERIES STANDBY UPS 550
1.00	909070005	SONIP AUDIO-8 PRO; 909070005; MODULE

### Existing Equipment

Quantity	Asset Name	Asset Description

### Services

Selected of Quantity	Service Name	Service Description
1.00	SONITROL AUDIO INTRUSION MONITORING	SONITROL AUDIO VERIFICATION TECHNOLOGY IS AUDIO IMPACT ACTIVATED. WHEN AN ALARM IS TRIGGERED, AN AUDIO TRANSMISSION IS AUTOMATICALLY RECEIVED BY STANLEY&#39;S PNC AND THE AUDIO MONITORING SPECIALIST WILL IMMEDIATELY NOTIFY THE POLICE DEPARTMENT WHEN A BREAK-IN HAS BEEN IDENTIFIED. THIS SERVICE INCLUDES 24-HOUR AUTO DIALER TEST, OPEN/CLOSE TRACKING, 1 AREA OF PROTECTION AND 1-800 TOLL-FREE SIGNAL TRANSMISSION.

STANLEY Convergent Security Solutions, Inc. License Information (as of 03-02-2021): AK 1003300; 104891: AL 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682: AZ ROC204975: AR 032977; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600: CA 848019 - C10; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: CT ELC.0184651-L5: DE 04-158; FAL-0001: FL EF20001345: GA 439701: HI 36390; IA AC-211: ID 015830; 022726-AA-4: IL 127001274: KY 338 (Louisville): LA F1162: F875; F1277; 61931: MA 12737A: MD 107-1828; 259: MI 5103423; 3601207680: MN TS001238: MS 19207-SC; 15024172: MT FPL-BEL-000132: NC 23471-SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320: ND: 35031 Class C Contractor – contract limit not to exceed \$300,000 NH 0424-C; NJ 1074485; 659423; Burglar Alarm Business Lic. # 34BX00022000; NM 374554: NV F401 E350; 0071024; NY 12000293169, Licensed by NYS Dept. of State: OH 53-89-1512: OK 953: OR 161567: PA 032736: RI 9448A; TSC 4996; SC FAC3387; BAC5501: TN 1180; 1448; 1650; 1446; 2026, CE-D 65528: TX ACR2639; ECR1821; B02140: UT 5704068-6501: VA 2705087235A, 11-5481: WA STANLCS925MZ: WV 045298: WI 969322: WY LV-G-23879

Services		
1.00	MYSONITROL STANDARD	(ONLINE SUPPORT AND BASIC ACCOUNT MAINTENANCE) STANDARD MYSONITROL.NET PROVIDES REAL TIME ABILITY TO VIEW SYSTEM AND USER STATUS, ASSIGN USER ACCESS LEVELS, EDIT CONTACT INFO AND VIEW CALL LIST INFORMATION, CONTACT THE MONITORING CENTER AND GENERATE STANDARD REPORTS (IN EXCEL, ACCESS OR PDF FORMATS). REPORTS CAN BE SCHEDULED TO RUN AUTOMATICALLY ON A DAILY, WEEKLY OR MONTHLY BASIS. INTRUSION ALARM USERS CAN BE ADDED OR DELETED AND ALARM (INTRUSION AND FIRE) DISPATCH ACTIVITY CAN BE VIEWED. LIMITED ACCESS AND USAGE.
1.00	SECURITY HQ CLASSIC EDITION	SECURITY HQ CLASSIC EDITION - BASIC REPORTING - UP TO 1 MONTH OF MONITORING DATA FOR VIEWING, UP TO 1 YEAR OF SERVICE AND BILLING DATA FOR VIEWING, BASIC NOTIFICATIONS, AND ACCOUNT MANAGEMENT - UNLIMITED USERS (SMALL BUSINESS/RESIDENTIAL) - FREE FOR EVERYONE.
1.00	ACCESS PREMIUM SERVICE PLAN	OTHER INTEGRATED PREMIUM SERVICE PLAN (24X7, 365 DAYS) STANLEY PREMIUM SERVICE PLAN COVERS LABOR AND EQUIPMENT COSTS. THE SERVICE PLAN CAN COVER ALL TYPES OF PROTECTION SYSTEMS INCLUDING INTRUSION ALARMS, FIRE ALARMS, CAMERA SYSTEMS AND ACCESS CONTROL SYSTEMS. THIS PLAN COVERS NORMAL WEAR AND TEAR , REPAIR OR REPLACEMENT. REPAIR OR REPLACEMENT OF EQUIPMENT DAMAGED BY THE CUSTOMER, ACTS OF GOD OR VANDALISM IS NOT COVERED. INCLUDES ACCESS TO THE STANLEY TAC (24X7).
1.00	TECHNICAL ASSISTANCE CENTER SUPPORT	PNC PROVIDES 24X7 TELEPHONE TECHNICAL SUPPORT. PNC TECHNICAL SPECIALISTS ARE AVAILABLE OVER THE TELEPHONE TO ASSIST CUSTOMERS WITH TROUBLESHOOTING, PANEL PROGRAMMING AND SYSTEM OPERATIONS ON MOST SYSTEM CONTROLS. THIS SERVICE IS PROVIDED ON MOST INTRUSION ALARMS, FIRE ALARMS AND CCTV DVR/VCR CONTROLS. PRICE PER LOCATION.

**Equipment Notes**

**Theory of Operation**

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## (Advanced Service Options)

In addition to the equipment and services provided for above, the following advanced service recommendations are offered and available as an additional measure of security. By selecting an option(s) below and executing this page, you are agreeing to the provision of such services pursuant to the same terms and conditions set forth above and at the prices listed herein.

**\*\*Please check with your consultant for additional service options.**

**Investment Type: SecurityPlus Zero Down**

**Pricing and Deposit Terms**

The term of this Schedule is for a period of 60 Months from the date hereof and shall thereafter renew as set forth in the Agreement to which this Schedule of Service and Protection ("SOSP") is a Schedule ("the Agreement").

Transaction Information: Refurb  
Warranty Duration: 90 DAYS  
Escalation Information: 3% after 36 Months

SCSS System shall at all times remain solely the property of SCSS, or its assignee and Customer agrees not to permit the attachment thereto of any equipment not furnished by SCSS. It is further understood and agreed that SCSS may remove or abandon all or any part of the SCSS System, including all wiring installed by SCSS, upon termination of the Agreement by lapse of time, default of any monies due hereunder, or otherwise without any obligation to repair or redecorate any portion of the protected premises, provided that such removal or abandonment shall not be held to constitute a waiver of the right of SCSS, or its assignee, to collect any charges which have accrued hereunder. Customer shall keep all SCSS owned equipment at all times free and clear from all liens, claims, levies, encumbrances, security interests and processes, of any nature whatsoever. Customer shall give SCSS immediate notice of any such attachment or other judicial process affecting any of the equipment. Without SCSS's written permission, Customer shall not attempt to or actually: (i) pledge, lend, create a security interest in, sublet, exchange, trade, assign, swap, use for an allowance or credit or otherwise; (ii) allow another to use; (iii) part with possession; (iv) dispose of; or (v) remove from the location of installation, any item of equipment. If any item of equipment is exchanged, assigned, traded, swapped, used for an allowance or credit or otherwise to acquire new or different equipment (the new equipment) without SCSS's prior written consent, then all of the new equipment shall become equipment owned by SCSS subject to this Agreement and the applicable Schedule.

The quantities and prices reflected in this SOSP are based upon the estimated number of components specified in blueprints, site surveys, and/or other information provided by Customer and the options selected by Customer. The equipment and scope above are expected to cover the cost of installation as quoted herein. Subject to the terms of the Agreement, SCSS reserves the right to submit Change Orders and to recover any additional costs not previously quoted. Such costs include but are not limited to, for example, additional costs that arise as a result of 1) any change to the scope of work or equipment stated in this SOSP; 2) extensions of time outside of SCSS's direct control; 3) changes in architecture, including IT infrastructure, that were not anticipated in this SOSP; 4) the undisclosed presence of asbestos and/or other environmental, health, and/or safety hazards; and/or 5) any faulty non-SCSS equipment that impacts the performance of the solution proposed by SCSS.

Unless expressly agreed otherwise in the Agreement, SCSS shall have the right to submit invoices for progress payments based on percentage work completed.

\*Prices do not include taxes\*

**Total Installation Price\*:** \$0.00USD

Up-front Deposit\*:

Payment Plan\*:

Balance Due Upon Completion\*:

**Monthly Service Charges**

Total Monthly Fee\*:

Payment Frequency:

STANLEY Convergent Security Solutions, Inc.

Customer: COLUMBIA COUNTY RECREATION DEPT

Alan Simone

Security Representative

Security Sales Consultant

Security Representative Title

Customer (Sign)

Customer (Print)

STANLEY Authorized Manager (Sign)

Title

STANLEY Authorized Manager (Print)

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

**Account Payment Settings:**

**PO Required by customer:**

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Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:	255 NE COACH ANDERS LN	255 NE COACH ANDERS LN	255 NE COACH ANDERS LN
City	LAKE CITY	LAKE CITY	LAKE CITY
State/Province	FL	FL	FL
Country	United States	United States	United States
Zip/Postal Code	32055-1685	32055-1685	32055-1685
Attention			
Billing Contact			
Billing Phone			
Billing ID			
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

# Installation and Service Agreement

No. Q-261708

This Agreement is made and entered into this 24th day of September 2021 between STANLEY Convergent Security Solutions, Inc., with its principal office located at 8350 Sunlight Drive, Fishers, IN 46037, hereinafter referred to as "SCSS" and COLUMBIA COUNTY RECREATION DEPT, hereinafter referred to as "Customer".

## 1. System and Service

SCSS will sell and install, provide warranty and after-warranty repair service, and/or provide monitoring and other services for the security systems (individually or collectively the "System" or "Sold System") as described on the attached Schedule of Equipment and Services (the "Schedule.")

SCSS will install, provide repair service and provide monitoring and the other services for the security systems (individually or collectively the "System" or "SCSS System") described on the attached Schedule. A SCSS System remains the sole and exclusive property of SCSS.

The System will be installed at the premises of the Customer located at: 255 NE COACH ANDERS LN, LAKE CITY, FL 32055-1685

Customer agrees that it has chosen this System and understands that additional or different protection is available for a higher price.

## 2. Term, Renewal and Expiration

A. This Agreement is effective as of the execution date of this Agreement and for use of the System and services shall have an initial term of 60 Months from the date the System first becomes operative under this Agreement, and thereafter shall be automatically renewed for consecutive terms of twelve (12) months, except where prohibited by applicable law in which case the Agreement will renew from month to month, unless either party gives written notice at least 60 days prior to the end of such term, to the other of intent to allow the Agreement to expire as of the end of the then-current term.

## 3. Payment and Scope (prices do not include any applicable state and local sales or use tax):

A. Payment – Customer agrees to pay SCSS:

i. \$0.00 for the price of a Sold System and the installation of the System.

a. \$0.00 upon signing of this Agreement.

b. Progress payments as follows:

c. \$0.00 upon completion of the installation

ii. \$147.72 for services per month, as described in the Schedule of Service and Protection, payable Quarterly, in advance commencing from the first (1st) day of the month following the date the system becomes operative. Customer also agrees to pay interim charges in the amount of approximately 1/30th of the monthly charges for each day from and including the date the system becomes operative until the first (1st) of the following month.

iii. SCSS may at any time following the expiration of 36 Months of this Agreement, increase the monthly charge specified in 3.A.ii, once in any 36 Months period. If SCSS increases the basic monthly charge in any year by an amount greater than 3% percent, Customer may terminate the Agreement upon written notice to SCSS within fifteen (15) days of notification of such increase.

B. Services

i. SCSS will provide the services specified on the attached Schedule. For a Sold System, at the expiration of the limited warranty, repair service will be on a time and material basis unless Customer subscribes to a service plan described on the Schedule. Repair services for a SCSS System are described on the Schedule.

## 4. Liquidated Damages and SCSS's Limits of Liability

A. It is understood and agreed by the parties hereto that SCSS is providing a System and/or service designed to reduce the risk of loss only; that the payments provided for herein are based solely on the value of the use of the System and/or services as described herein and are unrelated to the value of any property located on Customer's premises; that SCSS is not liable for losses which may occur in cases of malfunction or nonfunction of any System provided by, or serviced by, SCSS, that SCSS is not liable for losses which may occur in the monitoring, repairing, signal handling or dispatching aspects of the service, even if due to SCSS's negligence or failure of performance; that SCSS is not liable for losses resulting from failure to warn or inadequate training; that SCSS is not an insurer; and that insurance covering personal injury, property loss, damage to and on Customer's premises must be obtained and/or maintained by Customer. Customer understands that it is Customer's duty to purchase such insurance; that SCSS offers several levels of protection and services and that the System and/or service described in the Schedule of Service and Protection has been chosen by Customer after considering and balancing the levels of protection afforded by various systems and the related costs.

B. IT IS AGREED THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE IN SITUATIONS WHERE THERE MAY BE A FAILURE OF THE SYSTEM AND/OR SERVICES PROVIDED, DUE TO THE UNCERTAIN NATURE OF POTENTIAL DAMAGES AND/OR VALUE OF CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PROTECTED PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT, INCLUDING LOSS, DAMAGE, OR INABILITY TO OR IMPAIRMENT OF ACCESS TO CUSTOMER'S DATA, INABILITY OF SCSS TO GUARANTEE POLICE, FIRE DEPARTMENT AND MEDICAL ALERT RESPONSE TIME, AND ESTABLISHING A CAUSAL CONNECTION BETWEEN THE SYSTEM OR SERVICE PROBLEMS AND CUSTOMER'S POSSIBLE LOSS OR INJURIES TO THIRD PARTIES. THEREFORE, IF ARTICLE 4A IS JUDICIALLY DETERMINED TO BE INVALID OR UNENFORCEABLE AND ANY LIABILITY IS JUDICIALLY IMPOSED ON SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FOR PROPERTY DAMAGE OR PERSONAL INJURY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL SERVICE CHARGE OR \$10,000, WHICHEVER IS LESS. (IF THERE IS NO ANNUAL SERVICE CHARGE, SCSS'S LIABILITY SHALL BE LIMITED TO \$500). THIS SUM SHALL BE PAID AND RECEIVED EITHER (I) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (II) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE SCSS'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS CONTRACT OR BY NEGLIGENCE, ACTIVE OR OTHERWISE, OF SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST SCSS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION ARISES. IF CUSTOMER WISHES SCSS TO INCREASE THE AMOUNT OF THE LIABILITY LIMITATION OR LIQUIDATED DAMAGES AS PROVIDED ABOVE, CUSTOMER MAY OBTAIN FROM SCSS AN ADDITIONAL AMOUNT OF LIMITED LIABILITY OR LIQUIDATED DAMAGES BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO SCSS, SUBJECT TO WRITTEN APPROVAL BY AN AUTHORIZED SCSS REPRESENTATIVE SETTING FORTH SAID TERMS. THIS CLAUSE WILL IN NO WAY BE INTERPRETED TO ESTABLISH SCSS AS AN INSURER.

C. SINCE THE PARTIES AGREE THAT CUSTOMER RETAINS THE SOLE RESPONSIBILITY FOR THE LIFE AND SAFETY OF ALL PERSONS IN ITS PREMISES, AND FOR PROTECTING AGAINST LOSSES TO HIS/HER OWN PROPERTY OR THE PROPERTY OF OTHERS IN ITS PREMISES, CUSTOMER AGREES TO INDEMNIFY AND SAVE HARMLESS SCSS, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES, AND US BANK EQUIPMENT FINANCE IF US BANK EQUIPMENT FINANCE HAS PROVIDED ANY FUNDS IN RELATION TO THIS AGREEMENT, FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES, BY PERSONS NOT A PARTY TO THIS AGREEMENT, ALLEGED TO BE CAUSED BY THE IMPROPER OPERATION OF THE SYSTEM, WHETHER DUE TO MALFUNCTIONING OR NONFUNCTIONING OF THE SYSTEM OR THE NEGLIGENT PERFORMANCE OR NONPERFORMANCE BY SCSS OF ANY SERVICE, INCLUDING BUT NOT LIMITED TO INSTALLATION, MONITORING, SIGNAL-HANDLING OR NOTIFICATION ASPECTS OF THE SERVICE.

D. With respect to SCSS owned systems, CUSTOMER EXPRESSLY WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND ANY RIGHTS NOW OR HEREAFTER CONFERRED UPON A CUSTOMER BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY SCSS'S RIGHTS AS DESCRIBED IN THIS SECTION OR OTHER SECTIONS OF THIS AGREEMENT OR APPLICABLE SCHEDULE.

E. Paragraphs A through D of this Article 4 shall apply to any other company or entity, and the work it performs, which, in addition to SCSS, furnishes as a subcontractor or otherwise, any equipment, installation, monitoring, repairs, financing, or other services provided hereunder.

### F. LIMITED WARRANTY. [SOLD SYSTEM ONLY]

SCSS warrants that the equipment will be free from defects in material and workmanship for a period of 90 DAYS from the date the security system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at SCSS's sole option, free of charge. Warranty repair is done 8 am–4 pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs because the system has been adjusted, added to, altered, abused, misused or tampered with by the Customer, operated or used contrary to the operating instructions, software has been used with an operating system other than that specified by SCSS or its original equipment manufacturer ("OEM"), performance issues relating to the use of Customer's data network(s), power fluctuations, or any other cause not within the cause or control of SCSS. If inspection by SCSS fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Customer's expense and SCSS's regular service charges will apply.

**DISCLAIMER OF ALL OTHER WARRANTIES: EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, SCSS MAKES NO OTHER WARRANTIES, EXPRESS**

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OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. IN NO EVENT, WILL SCSS, ITS EMPLOYEES, OR AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. SCSS MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO CUSTOMER'S SYSTEM UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT. STATE LAW: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO CUSTOMER. THE WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

#### 5. Miscellaneous Charges and Increase in Charges

- A. Customer shall pay any City, State or Federal taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the services provided for herein, including any increases in charges to SCSS for facilities required for transmission of signals under this Agreement.
- B. At SCSS's option, a fee may be charged for any false alarm caused by Customer or for any unnecessary service run. If either SCSS or Customer is assessed any fine or penalty by any municipality, fire or police protection district as a result of any false alarm, Customer shall pay the full amount of such fine or penalty.
- C. Charges for toll free telephone usage, if selected by Customer, are included in the payment described in paragraph 3(A). SCSS may immediately increase its monthly charges to reflect any increase in charges for toll free service. Customer shall pay any other telephone company toll line charges, including installation.
- D. Installation charges set forth in Article 3 assume installation will be performed during SCSS's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours, or if the installation must be performed by outside contractors, or SCSS's wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly.
- E. If any government agency requires any changes in the system originally installed, Customer agrees to pay for such changes. It is Customer's responsibility to obtain all alarm use permits required by the local jurisdiction.
- F. The prices quoted for the alarm system are based upon the number of components, type of security and service specified in the Schedule. Should Customer request or require additional protection, security devices or services, this may affect the final contract price. Cost associated with conditions not apparent at SCSS's initial survey and for delays other than caused by SCSS will be borne by Customer at SCSS's then current rates.
- G. SCSS shall charge interest at the rate of 1 ½% per month, or the maximum permitted by law, on any delinquent balance. A balance becomes delinquent thirty (30) days after payment is due under Article 3. SCSS may also, upon written notice to Customer, stop providing monitoring and maintenance services if Customer is delinquent on any payment. SCSS may charge \$25.00 for any NSF check or the maximum permitted by law.

#### 6. Further Obligations of Customer

- A. Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove, interconnect with other equipment or otherwise interfere with equipment installed by SCSS, nor shall Customer permit the same to be done by others. It is further agreed that Customer indemnifies and holds SCSS harmless for any claim arising out of the foregoing and that if any work is required to be performed by SCSS, due to Customer's breach of the foregoing obligations, Customer will pay SCSS for such work in accordance with SCSS's then-current prevailing charges.
- B. For those premises where SCSS is to provide monitoring, Customer shall furnish SCSS a list of the names, titles, telephone numbers and signatures of all persons authorized to enter the premises of Customer during scheduled closed periods and shall be responsible for updating such lists. In cases of supervised service, Customer shall also furnish SCSS with an authorized daily and holiday opening and closing schedule.
- C. Customer shall set the alarm system at such times as Customer shall close its premises. Customer shall test the alarm system prior to each closed period and shall immediately report to SCSS any claimed inadequacy in or failure of the system. Customer shall perform a periodic walk test of any motion detection equipment used on the premises.
- D. Customer shall permit SCSS access to the premises for any reason arising out of or in connection with SCSS's rights or obligations under this Agreement.
- E. Should any part of the system be damaged by fire, water, lightning, acts of God, third parties or any cause beyond the control of SCSS, any repairs or replacement shall be paid for by Customer (ordinary wear and tear excepted in the case of a SCSS owned system.)
- F. Any claim by Customer of improper installation or a defect in the system shall be made in writing to SCSS within thirty (30) days of installation completion. Such obligation shall not waive Customer's warranty rights under Article 4.F., Limited Warranty.
- G. Customer represents and warrants that Customer is the owner of the premises or, if not, that the owner agrees and consents to the installation of the system on the premises. Customer shall indemnify and hold SCSS harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from SCSS's inability to recover system components when Customer moves out of the premises.
- H. For those premises where SCSS is to provide central station sprinkler supervisory and water flow alarm or automatic fire alarm service, Customer warrants and agrees that all alarm valves, gate valves, pumps, compressors, inspector test connections, or other elements of the sprinkler system as now installed or to be installed, are, or will be, corrected at Customer's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with SCSS's signaling devices. Customer further agrees to furnish any necessary water through Customer's meter and at Customer's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the premises to be protected.
- I. It is mutually agreed that the Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises.
- J. Customer represents that, except to the extent it has given SCSS written notice prior to the execution of this Agreement, (i) the work and/or services to be performed hereunder are not subject to any Federal, State or local prevailing wage statute or regulations, and (ii) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material contained within, or in, on or under any portion of any area where work will be performed under this Agreement. If such materials (whether or not disclosed by Customer) are discovered and such materials provide an unsafe or unlawful condition, such discovery shall constitute a cause beyond SCSS's reasonable control and SCSS shall not start or continue to perform its work under the contract until Customer has remedied the unsafe or unlawful condition at Customer's sole expense. Customer shall indemnify and hold SCSS and its assigns harmless from and against any and all claims, costs and expenses of any kind (including attorney's fees) for fines, penalties, back wages, bodily injury, property damage, delay or work stoppage that arises under or results from a breach of the foregoing representations (regardless of whether or not Customer disclosed such materials to SCSS).
- K. Customer agrees that SCSS may conduct a credit investigation and review, or provide a copy of the Agreement, or related information to US Bank Equipment Finance for the purpose of evaluating credit. In such event, Customer shall provide, in a timely manner, such financial information as SCSS may request. Customer represents and warrants that all such financial information accurately and completely presents Customer's financial condition as of the date of execution of this Agreement.
- L. Customer hereby authorizes SCSS to execute and file financing statements and/or continuation statements under the Uniform Commercial Code on Customer's behalf and to file such documents in all places where necessary to perfect SCSS's interest in the equipment. Customer agrees to execute any such instruments as SCSS may request from time to time.

#### 7. Further Obligations of SCSS; Limitations

- A. SCSS shall not be held responsible or liable for delay in installation of the system or interruption of service, due to strikes, lockouts, riots, floods, fires, lightning, acts of God or any cause beyond the control of SCSS, including interruptions in telephone service. SCSS will not be required to perform installation or supply service to Customer while any such cause shall continue.
- B. If Customer has subscribed to monitoring service, the System will be connected to SCSS's monitoring facility (the "Center"). Unless specifically requested otherwise by the Customer and approved by SCSS's Center, when a burglar alarm signal from the alarm system is received, the Center will first try to telephone Customer's premises, and if there is no answer then will try to telephone the first available person on Customer's emergency call list, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, the Center will attempt to notify the police department. The Center will also attempt to contact someone on the emergency call list to advise them that the police have been notified. When a fire alarm, hold-up alarm or duress alarm signal is received, the Center will attempt to notify the police or fire department or other emergency personnel and the first available person on the emergency call list. When a non-emergency signal is received, the Center will attempt to contact the premises or the first available person on the emergency call list but will not notify emergency authorities. The Center may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. SCSS and Customer are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over the system. SCSS reserves the right to discontinue or change any particular response service due to such governmental or insurance requirements without notice. Customer consents to the tape and video recording of telephonic and video communications between Customer's premises and SCSS and

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will inform its employees and third parties that such recordings are authorized. If Customer's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, Customer agrees to subscribe to such service if provided by SCSS, or otherwise comply with such requirements, and an additional fee may apply for such services.

- C. If video equipment is installed, it may be integrated into the system and, upon activation, will send a video transmission to the Center. The Center will first attempt to verify the nature of the emergency by viewing the video. If the Center determines that an emergency condition exists, it will try to first telephone the premises, if available, and report the emergency condition. If there is no answer or the person answering confirms the emergency condition, then, based upon the nature of the emergency condition, the Center will notify the proper police or fire department or other emergency personnel, and the next available person on the emergency call list. If the Center determines that an emergency condition does not exist or the video is inconclusive, the Center will use the notification procedures set forth in paragraph 7B above.
- D. Customer understands that, if the system installed is monitored, due to the nature of the method used for communicating alarm signals to SCSS's monitoring center, there may be times when that communication method is not able to transmit signals and SCSS will not receive alarm signals. Digital communicators use standard telephone lines and SCSS does not receive signals when the telephone system becomes non-operational or the telephone line is placed on vacation status, cut, interfered with or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems or Internet based service, cannot transmit an alarm signal due to lack of signal strength, network congestion, or availability of a communications channel. Similarly, any other type of communication method installed under this Agreement also can experience an inability to communicate alarm signals. Customer understands that SCSS offers several levels of communication methods of alarm signals to the monitoring center and that the Services described on the front page of this Agreement and on the Schedule of Service and Protection have been chosen by Customer after considering and balancing the levels of protection afforded by various communication methods and the related costs. Customer acknowledges and agrees that Customer is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication method is required. Communications networks provided by independent carriers or providers are wholly beyond SCSS's control and are maintained and serviced, solely by the applicable carrier or provider. Customer agrees to reimburse SCSS for any costs incurred to reprogram the communicator because of area code changes or other dialing pattern changes. If telephone service is used, the use of DSL or other broadband telephone service may prevent the system from transmitting alarm signals to the monitoring center and/or interfere with the telephone line-seizure feature of the system. Such services should be installed on a telephone number that is not used for alarm signal transmission. Customer agrees to notify SCSS if Customer has installed or intends to install DSL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE, THE SYSTEM'S SIGNAL TRANSMISSION MUST BE TESTED WITH THE MONITORING CENTER.
- E. For those premises with a direct connection to the police, fire department or other agency, it is mutually understood and agreed that signals transmitted hereunder will be monitored in police and/or fire departments or other agencies, and that the personnel of such police and/or fire departments or other agencies are not SCSS's agents nor does SCSS assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.
- F. SCSS shall not be responsible for the replacement of equipment or parts no longer commercially available to SCSS.
- G. If an Access Control Preventative Maintenance or Software Support option is selected by Customer, SCSS will provide and install software upgrades as they become commercially available, during normal SCSS working hours. Software upgrades that do not affect the Customer's current operations, as solely determined by SCSS and the OEM, will not be installed by SCSS. In the event the Customer elects to have someone other than SCSS install the software upgrade, the Customer shall assume any and all liability for any damage caused pursuant to the installation. Service and upgrades for third party software not supplied by SCSS are excluded from this agreement.

#### 8. Title to the SCSS System; Proprietary Protection

- A. SCSS System shall at all times remain solely the property of SCSS, or its assignee and Customer agrees not to permit the attachment thereto of any equipment not furnished by SCSS. It is further understood and agreed that SCSS may remove or abandon all or any part of the SCSS System, including all wiring installed by SCSS, upon termination of the Agreement by lapse of time, default of any monies due hereunder, or otherwise without any obligation to repair or redecorate any portion of the protected premises, provided that such removal or abandonment shall not be held to constitute a waiver of the right of SCSS, or its assignee, to collect any charges which have accrued hereunder. Customer shall keep all SCSS owned equipment at all times free and clear from all liens, claims, levies, encumbrances, security interests and processes, of any nature whatsoever. Customer shall give SCSS immediate notice of any such attachment or other judicial process affecting any of the equipment. Without SCSS's written permission, Customer shall not attempt to or actually: (i) pledge, lend, create a security interest in, sublet, exchange, trade, assign, swap, use for an allowance or credit or otherwise; (ii) allow another to use; (iii) part with possession; (iv) dispose of; or (v) remove from the location of installation, any item of equipment. If any item of equipment is exchanged, assigned, traded, swapped, used for an allowance or credit or otherwise to acquire new or different equipment (the new equipment) without SCSS's prior written consent, then all of the new equipment shall become equipment owned by SCSS subject to this Agreement and the applicable Schedule.
- B. Any computer application program and/or documentation, collectively referred to as "Software", that is provided by SCSS under this Agreement for a Sold System or a SCSS System, is owned by SCSS, its affiliates or one of its OEMs and is protected by United States and international copyright laws and international treaty provisions. Any breach of this Agreement will automatically terminate the Customer's right to use this Software, and the Customer is obligated to immediately return such Software to SCSS. Customer may not copy the Software for any reason other than per the dictates of any end user software license agreement. Customer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Customer acknowledges that any breach of this section shall result in irreparable injury to SCSS for which the amount of damages would be unascertainable. Therefore, SCSS may, in addition to pursuing any and all remedies provided by law, obtain an injunction against Customer from any court having jurisdiction, restraining any violation of this section.

#### 9. Termination

- A. SCSS may terminate this Agreement immediately upon written notice:
- In the event Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, in which case the balance of all monies due and for the unexpired term of this Agreement shall become immediately due and payable, together with interest at the maximum legally allowable rate. Customer shall also pay attorney and/or collection fees, defined as an additional thirty-five percent (35%) of the outstanding balance owed, incurred in collecting Customer's account; or
  - In the event SCSS's Customer Service Center, the telephone lines, wires or SCSS's equipment within Customer premises are destroyed or so substantially damaged that it is commercially impractical to continue service to Customer's premises; or
  - As provided in Article 2 relating to expiration.
- B. Customer may terminate the Agreement:
- Immediately upon written notice, in the event Customer's premises are, by any cause beyond the control of the Customer, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operations at such premises; provided that if the Customer is using SCSS-owned equipment, the Customer must pay SCSS all payments remaining to be made under this Agreement through its scheduled expiration; or
  - As provided in Article 2 relating to expiration and Article 3(A) relating to price increases.
- C. Upon termination of this Agreement, Customer shall permit SCSS access to Customer's premises in order to deactivate the telephone line signaling device and/or to remove the System pursuant to Article 8.

#### 10. Assignment

This Agreement is not assignable by the Customer except upon written consent of SCSS first being obtained. SCSS shall have the right to assign this Agreement, or to subcontract any of its obligations under this Agreement, without notice to, or consent of, the Customer.

#### 11. Insurance and Waiver of Subrogation

Customer shall obtain, and maintain, insurance coverage to cover all losses, damage, or injury, related to or sustained by Customer in connection with, the services provided by SCSS. For all losses, damage or injury above the limits set forth in paragraph 4B, Customer shall look solely to its insurer for recovery of its loss and hereby waives any and all claims for such loss against SCSS. Customer agrees to obtain insurance permitting said waiver without invalidating coverage. Customer does hereby for itself and other parties claiming under it release and discharge SCSS from and against all claims arising from hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against SCSS.

#### 12. Severability and Savings

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, void, illegal, or unenforceable by any court, arbitrator, or governmental agency, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid, void, illegal, and/or unenforceable provision(s) shall survive to the extent not so held.

**13. Trial by Jury**

Unless prohibited by law, both parties to this Agreement, knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in respect of any litigation arising out of, under, in connection with, or relating to this Agreement.

**14. Choice of Law**

This Agreement is entered into in the State of New York and shall be interpreted, enforced and governed under the laws of the State of New York without regard to application of conflicts of laws principles that would require the application of any other law.

**15. Entire Agreement**

It is agreed to and understood by the parties that this Agreement, including the provisions of Article 4 and on the attached Schedule, constitutes the entire Agreement between the parties, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to the premises covered by this Agreement. This Agreement may not be changed, modified or varied except in writing, signed by an authorized representative of SCSS. It is understood and agreed by and between the parties hereto, that the terms and conditions of this Agreement shall govern notwithstanding any additional or inconsistent terms or conditions contained in any purchase order or other document submitted by Customer. This Agreement shall not become binding on SCSS until approved and accepted by SCSS or SCSS begins the installation or services as provided below. Customer hereby acknowledges that he/she has read this entire Agreement and agrees to be bound by all its terms and conditions.

**STANLEY Convergent Security Solutions, Inc. Customer: COLUMBIA COUNTY RECREATION DEPT**

Alan Simone

Security Consultant

Security Sales Consultant

Security Consultant Title

STANLEY Authorized Manager (Sign)

STANLEY Authorized Manager (Print)

Customer (Sign)

Customer (Print)

Title

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

**Account Payment Settings:**

**PO Required by customer:**

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Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
<b>Street Address:</b>	255 NE COACH ANDERS LN	255 NE COACH ANDERS LN	255 NE COACH ANDERS LN
<b>City</b>	LAKE CITY	LAKE CITY	LAKE CITY
<b>State/Providence</b>	FL	FL	FL
<b>Country</b>	United States	United States	United States
<b>Zip/Postal Code</b>	32055-1685	32055-1685	32055-1685
<b>Attention</b>			
<b>Billing Contact</b>			
<b>Billing Phone</b>			
<b>Billing ID</b>			
<b>Special Handling Required</b>	N	N	N
<b>Notes for Special Handling</b>			
<b>PO #</b>			

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**SONITROL \$15,000 LIMITED PERFORMANCE WARRANTY**

As an Addendum to the Agreement between Stanley Convergent Security Solutions Inc. ("SCSS") and the customer ("Customer"), it is agreed:

1. **Warranty.** Beginning after seven (7) consecutive days from installation and operation in Customer's premises of Sonitrol security devices and equipment, approved by the Sonitrol Warranty Council, SCSS warrants to Customer that said Sonitrol security devices and equipment which are monitored by a Sonitrol monitoring center (the "Sonitrol Security System") will detect and the monitoring center will report to the proper authority any burglary by forcible intrusion into the interior areas of the Customer's building actually protected by the Sonitrol Security System (the "Protected Building"). In the event the Customer's communication line (telephone or IP connectivity) is inoperative during the time of burglary by forcible intrusion, then in lieu of the above warranty, SCSS warrants to Customer that if properly activated by Customer, any bell or other audio alarm device that is part of the Sonitrol Security System at the Protected Building will sound upon any burglary by forcible intrusion into the Protected Building. The Warranty set forth above shall be subject to and conditioned upon all terms contained in the Agreement and this Addendum.
2. **Scope of Warranty.** This Warranty is operative only in the event of loss or damage to Covered Goods (defined below) due to a burglary by forcible intrusion into the Protected Building which is undetected or unreported by the Sonitrol Security System, if said burglary occurs at a time the Sonitrol Security System has been properly activated by the Customer and at a time the Protected Building is not open for business or, if the Protected Building is a single family residence, at a time the Protected Building is not occupied by Customer or other authorized occupant ("Covered Event"). Covered Goods shall mean the Customer's own inventory, furnishings, fixtures or equipment, or if the Protected Building is a single family residence, the Customer's own tangible personal property and fixtures. It is further understood and agreed that this Warranty is not intended to enhance, negate or in any way modify any manufacturer's warranty between the Customer and the manufacturers of the various devices or equipment used in the Sonitrol Security System and any such rights, limitations and responsibilities remain solely between those parties.
3. **Exclusions.** This Warranty does not extend to, and SCSS or its agent shall have no liability for the following: (a) loss or damage to property resulting from vandalism, malicious mischief, exterior building damage from point of entry, casualty or other events not a Covered Event; (b) loss or damage to cash, coins, negotiable instruments, gold or silver ingots or bars, manuscripts, books of account or other records, intangibles, stamps or other collectibles, or other property not covered Goods; (c) if the Protected Building is other than a single family residence, loss or damage to Covered Goods contained in show or display windows resulting from forced intrusion from smashing or cutting such windows; (d) loss or damage which occurs at a time when the Protected Building is open for business (or, if the Protected Building is a single family residence, at a time when the Protected Building is occupied by a Customer or other authorized occupant), or at a time when the Sonitrol Security System has not been properly activated by the Customer or operated in accordance with the instructions given to Customer, or at a time when Sonitrol Security System is inoperative due to strikes, riots, floods, fire, earthquake, general utility service interruption or any other cause beyond the control of SCSS; (e) loss or damage occurring during a period of time that the Customer has been previously notified by SCSS or its agent that the Sonitrol Security System would be inoperative; (f) loss or damage that occurs by reason of entry to the Protected Building via an unsecured or unlocked point of access, including but not limited to unlocked doors or windows; or (g) loss or damage occurring in premises or a location other than the Protected Building, such as satellite buildings, garages, utility rooms, sheds, boiler rooms, rooms added on, or any other premises not actually protected by the Sonitrol Security System.
4. **Maximum Liability.** The maximum liability under this Warranty shall be Fifteen Thousand Dollars (\$15,000) for the entire Protected Building regardless of the number of Sonitrol Security Systems used within the Protected Building. If Covered Goods are lost or damaged as a result of a Covered Event, SCSS or its agent may, at its option, elect (a) to replace the lost or damaged Covered Goods with goods of equivalent function and value; (b) to pay the loss in cash to Customer; or (c) to arrange for the repair or restoration of damaged Covered Goods. In the event payment of cash is selected, the amount to be paid shall be the lesser of Actual Cash Value (replacement cost less depreciation), the wholesale purchase price, or the actual cost to Customer without regard to profit markup of lost or damaged Covered Goods. The maximum amount to be paid for lost or damaged Covered Goods which are jewelry is Fifty Dollars (\$50.00) per item of jewelry.
5. **Conditions to Warranty.** This Warranty, and any liability hereunder, is contingent upon the happening of the following conditions: (a) the activation and operation of the Sonitrol Security System by Customer in strict accordance with the instructions delivered to Customer; and (b) any Covered Event must be promptly reported by Customer to the police authorities and to SCSS, and within seven (7) days after a Covered Event, Customer shall submit to SCSS or its agent a complete and detailed inventory of all Covered Goods which have been lost or damaged, specifying the Customer's original cost of each item, and any other information deemed necessary or desirable regarding such goods.
6. **Termination.** SCSS or its agent may terminate or amend this Warranty at any time upon ten (10) days prior written notice to Customer. This Warranty is for the exclusive benefit of and is personal to Customer and shall not inure to the benefit of any party (including insurers) other than Customer.
7. **Waiver of Subrogation.** For the benefit of SCSS or its agent, Customer hereby waives any rights of subrogation against SCSS that any insurer of Customer may have provided, however, that if this waiver shall cause the applicable insurance coverage of Customer if any, to be invalidated, this waiver shall be void and of no effect.
8. **Effect on Agreement.** Nothing in this addendum, unless specifically stated otherwise, shall modify or supersede the terms of the principal Agreement. All of the limitations of liability in the Agreement remain in full force and effect, except to the extent this Limited Warranty applies to a Covered Event occurring while the Agreement and this Limited Warranty is in effect. It is specifically understood that the Distributors Council Inc. is not a party to this Addendum.

THIS LIMITED WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.