



HSS
Home System Security, LLC
 Since 1981

DUPLICATE

SECURITY ALARM CONTRACT



CONTRACTOR:
 HSS Home System Security, LLC
 727 County Road 2439
 Sulphur Springs, Texas 75482

SUBSCRIBER:
Hopkins County Main Street Annex
110 & 118 Main Street
Sulphur Springs, TX 75482

This Agreement is made this 1st day of January, 20 17 between **HSS HOME SYSTEM SECURITY, LLC** ("Contractor") and Hopkins County, Texas ("Subscriber"). The monitoring for this contract shall commence on January 1, 2017.

THIS CONTRACT AND AGREEMENT ARE MADE UNDER THE FOLLOWING TERMS AND CONDITIONS:

1. SUBSCRIBER being the owner, occupant or leaser of the above premises location, contracts and agrees to pay the CONTRACTOR for security devices and equipment (including, but not limited to, camera/surveillance and/or recording devices) and installation of the security equipment and communication device, to transmit signal from SUBSCRIBER to a central monitoring station (not necessarily being the office of the CONTRACTOR as CONTRACTOR reserves the right to assign monitoring duties specified herein). The equipment and installation charges are due and payable upon completion of work.
2. SUBSCRIBER and CONTRACTOR agree that the initial term of this contract shall be 2 (two) years, effective as of the date written above. After the expiration of the initial term, it is further agreed that this contract shall be automatically renewable for a period of 1 (one) year. If either SUBSCRIBER or CONTRACTOR wishes to terminate this contract after the expiration of the initial term, the parties must give thirty (30) days written notice to the other of its intention to terminate this contract on the first of the month in which the party intends to terminate. Termination effective dates must fall on the last day of the month.
3. SUBSCRIBER further contracts and agrees to pay CONTRACTOR a base monthly monitoring fee of \$ 19.95 plus additional monitoring and or fees for (service) n/a, for an additional monthly fee of \$ _____. All amounts are subject to local sales and use tax. Monitoring fees are payable in advance, and at the beginning of the designated billing term, for monitoring the SUBSCRIBER'S alarm system on a 24-hour basis. Partial-month service fees are prorated daily and billed in addition to first full month's monthly monitoring fee. **Payment terms are Net 15 Days. (See Paragraph 5 below).**
4. Discounts for prepayment on a quarterly, semi-annual or annual basis are available at any time at the request of the SUBSCRIBER. These discounts vary and are subject to change at any time. These discounts are not held under contract, are not guaranteed, and will be granted and negotiated on a month-to-month basis. In order to receive prepayment discounts, payments must be made in a timely manner, by the due date, or the prepayment discount will be revoked and the monitoring will be billed on a monthly basis at the full monthly rate.
5. SUBSCRIBER further agrees to pay a late charge of \$3.00 on payments not received by the end of the billing cycle. CONTRACTOR may charge one and one-half percent (1-1/2%) interest, per month, on any balance remaining unpaid after thirty (30) days from billing date. SUBSCRIBER agrees to pay a \$25.00 charge on any returned checks.
6. Should SUBSCRIBER breach this agreement in any manner or fail to pay any sums due hereunder within ten (10) days of their due date, CONTRACTOR may terminate this agreement immediately, for cause, upon notification to SUBSCRIBER in writing at SUBSCRIBER'S premises location or at SUBSCRIBER'S designated location. Termination for cause herein shall not waive CONTRACTOR'S right to compensation accrued to termination or to accrue for the remainder of the lease term.
7. CONTRACTOR'S MONITORING STATION'S sole duty upon receipt of a positive alarm signal shall be to notify, by telephone, the respective police or fire department having jurisdiction and shall also attempt to notify, by telephone, the persons at the numbers given as directed and provided by SUBSCRIBER on the SUBSCRIBER SECURITY DATA ENTRY FORM (attached).

CONTRACTOR shall not be liable for any loss or damage caused by defects or deficiencies in the electro-protective equipment of any SUBSCRIBER, nor shall the CONTRACTOR incur any liability for any delay in response time or non-response of police, or other authorities, institutions, or individuals notified by the CONTRACTOR.

CONTRACT TERMS AND CONDITIONS ARE CONTINUED ON PAGE TWO (REVERSE) OF THIS DOCUMENT.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date and year first written and specifically represented that the person executing same and on behalf of each party is fully authorized to do so. SUBSCRIBER has read and understands all terms and conditions of this contract contained on Pages 1 and 2 herein.

HSS HOME SYSTEM SECURITY, LLC
CAROL PALMER, Manager
 Print Name
Carol Palmer
 Signature

SUBSCRIBER:
Robert Newson
 Print Name/Title
Robert Newson
 Signature

DUPLICATE

- 8. SUBSCRIBER'S alarm system and all attachments and related and associated equipment, shall at all times be and remain the sole property of the SUBSCRIBER, including the digital communicator or similar equipment being purchased from and installed herein by the CONTRACTOR. It is understood that CONTRACTOR owns none of the electro-protective equipment in or on the SUBSCRIBER'S premises. CONTRACTOR has no responsibility for the condition and/or function of the electro-protective equipment, and insurance for the electro-protective equipment is not the obligation or responsibility of CONTRACTOR.

SUBSCRIBER shall not assign the equipment or service hereunder without the prior written consent of CONTRACTOR. SUBSCRIBER shall allow CONTRACTOR access to the equipment at all times or at a mutually agreeable time, to perform inspections, maintenance, and repair of the equipment.

SUBSCRIBER agrees to notify CONTRACTOR of any difficulty or failure in the operation of the equipment.

CONTRACTOR agrees, for a period of one (1) year from the date of installation, to perform all necessary repairs or replacement of the equipment, which is covered by a manufacturer's limited, one-year warranty, at CONTRACTOR'S expense, during normal business hours (8:00am to 5:00pm), Monday through Friday, excluding holidays.

SUBSCRIBER and CONTRACTOR contract and agree, that at the end of the first year after installation of the equipment, SUBSCRIBER agrees to pay for labor and travel expenses for maintenance of the equipment and SUBSCRIBER agrees to provide materials for replacement parts at SUBSCRIBER'S expense.

Expressly excluded from the maintenance of the equipment is damage to or failure of the equipment as the result of misuse, negligence, accident, theft or unexplained loss, fire, flood, winds, acts of God, malfunctions of telephone lines or telephone equipment, or any other causes beyond the control of the CONTRACTOR.

- 9. CONTRACTOR shall not be responsible for any fees, charges or assessments imposed by any government authority or other persons in connection with false alarms from any equipment located at any SUBSCRIBER'S premises.
- 10. In addition to the fee stated herein, SUBSCRIBER agrees to pay, when requested by CONTRACTOR, any and all sales and use taxes or other impositions or levies by municipal, state, or federal authorities, in connection with this service to be performed by CONTRACTOR. SUBSCRIBER agrees to hold CONTRACTOR harmless from and to indemnify CONTRACTOR against any claims for the foregoing including legal and accounting fees should same become necessary.
- 11. It is understood and agreed by the parties that CONTRACTOR is not an insurer and that insurance, if any, covering personal injury and property loss or damage on any SUBSCRIBER'S premises shall be obtained by the SUBSCRIBER; that the CONTRACTOR is being paid to monitor a system designed to reduce certain risks of loss and that the amounts being charged by the CONTRACTOR are not sufficient to guarantee that no loss will occur. Since it is impractical and extremely difficult to fix actual costs which may arise due to the failure of services provided, notwithstanding the above provisions, should there arise any liability on the part of the CONTRACTOR, such liability for loss sustained by each installation caused by the CONTRACTOR'S negligence, shall be limited to \$100.00 as liquidated damages. This sum shall be the CONTRACTOR'S complete liability and shall not be deemed as a penalty.
- 12. The parties specifically agree that any notices required to be given under this agreement shall be made in writing and sent to the address of each party indicated herein, or such address as from time to time may be known to either party; that this agreement contains the entire understanding between the parties and may be only altered or modified by a writing signed by the parties; and that this agreement, in all respects, shall be construed solely under the laws of The State of Texas.
- 13. CUSTOMER has a right, as required by Federal Law, to cancel this contract within 3 business days, no later than midnight by the third business day, for any reason. CONTRACTOR will provide Notice of Right of Rescission and formal procedure for cancellation, upon execution of this agreement. This agreement, together with the Security Data Entry Form, the Notice of Right of Rescission and Notice of Cancellation Forms, constitutes the entire agreement between the parties and supersedes any and all prior or contemporaneous understandings and representations.

If any provision of this agreement is determined by a court to be invalid or unenforceable, then such provision will be deemed null and void but the remaining provisions shall be enforceable according to their terms.

Please submit all correspondence to:
 HSS Home System Security, LLC
 P. O. Box 202
 Sulphur Springs, TX 75483
 903-885-HELP (4357)

Monitoring Station:
 Security Partners Texas
 1-866-489-4105

Complaints or concerns should be directed to:
 Texas Commission on Private Security
 P.O. Box 1599
 Austin, Texas 78761-5999
 (512) 424-2000



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Home System Security, LLC
Since 1981

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SECURITY ALARM CONTRACT

CONTRACTOR:

HSS Home System Security, LLC
 727 County Road 2439
 Sulphur Springs, Texas 75482

SUBSCRIBER:

Hopkins County Courthouse
118 Church Street
Sulphur Springs, TX 75482

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HSS HOME SYSTEM SECURITY, LLC

Carol Palmer, Manager
 Print Name
Carol Palmer
 Signature

SUBSCRIBER:

Robert Newson
 Print Name/Title
Robert Newson
 Signature

DUPLICATE

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727 County Road 2439
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SUBSCRIBER:

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HSS HOME SYSTEM SECURITY, LLC

Carol Palmer, Manager
Print Name
Carol Palmer
Signature

SUBSCRIBER:

Robert Newson
Print Name/Title
Robert Newson
Signature

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