



EXHIBIT "A"

<b>Cincinnati</b> 10200 Reading Road Cincinnati, OH 45241 (513) 733-5655	<b>Dayton</b> 420 Congress Park Dr. Dayton, OH 45459 (937) 426-9717	<b>Columbus</b> 2395 Southwest Boulevard Grove City, OH 43123 (614) 449-2101
<b>Akron</b> 451 Kennedy Road Akron, OH 44305 (330) 535-4343	<b>Cleveland</b> 13015 York-Delta Drive North Royalton, OH 44133 (216) 252-3851	www.silcofs.com

THIS AGREEMENT, THE "AGREEMENT", MADE BY AND BETWEEN BRAKEFIRE, INC. DBA SILCO FIRE & SECURITY HEREINAFTER REFERRED TO AS THE "COMPANY" AND

City of Brecksville Service Garage

HEREINAFTER REFERRED TO AS "CLIENT" LOCATED AT

(NAME)

9069 Brecksville Rd Brecksville, Oh 44141

440.655.4695

(EQUIPMENT LOCATION)

(PHONE NUMBER)

(BILLING ADDRESS)

440.655.4695

(PHONE NUMBER)

For the consideration and pursuant to the terms and conditions hereinafter mentioned, Company agrees to sell and provide equipment and services as detailed below and as specified in any attached schedules referred Paragraph 4.1. of this Agreement.

1. EQUIPMENT DESCRIPTION:

Fire alarm monitoring set up with existing starlink

Once installed, the Equipment may be collectively referred to as the "System."

\*Note: Client acknowledges that (I) additional equipment at additional cost, can provide increased detection ability, (II) Client has voluntarily elected to accept the System based on Client's individual reasons, and (III) Client understands and agrees that the state or local municipality may require that the Client obtain a license or permit for the installation, use, or monitoring of the System, and that the Client is solely responsible for determining and complying with such obligations.

2. SERVICES

- Security/Fire Monitoring \_\_\_\_\_ 50 per month
  - Security  Total Connect Basic
  - Fire  Total Connect Automation
  - Cell / IP Primary Communication (circle one)  Total Connect Video
  - Cell / IP Backup Communication (circle one)  Openings and Closings
  - Video Verification, \_\_\_\_\_ Cameras  Supervised Open / Close
- Access Control \_\_\_\_\_ per month
  - Hosted Access Control \_\_\_\_\_ Doors  Managed Access control 24 x 7 \_\_\_\_\_ Doors
  - Unlimited Custom ID Card Requests \_\_\_\_\_ - \_\_\_\_\_ Active Users
- Video \_\_\_\_\_ per month
  - Video Monitoring- \_\_\_\_\_ cameras \_\_\_\_\_ events per month \_\_\_\_\_ coverage rate
  - Video Audio Talk Down
  - Video Patrols: \_\_\_\_\_ cameras \_\_\_\_\_ patrols per month
  - Hosted Video: \_\_\_\_\_ cameras
- Maintenance Plan  M-F, 8-5  24 x 7 \_\_\_\_\_ per month
  - Security System  Video System
  - Fire Alarm System  Access Control System
- Inspection / Preventative Maintenance \_\_\_\_\_ per month
  - Security System \_\_\_\_\_  Monthly  Quarterly  Semi-Annual  Annual
  - Fire Alarm System \_\_\_\_\_  Monthly  Quarterly  Semi-Annual  Annual
  - Video System \_\_\_\_\_  Monthly  Quarterly  Semi-Annual  Annual
  - Access Control System \_\_\_\_\_  Monthly  Quarterly  Semi-Annual  Annual
- Billing (To Occur Annually) or Quarterly

- Mailed  Emailed \_\_\_\_\_

THE ABOVE SERVICE CHARGES PLUS SALES TAX ARE PAYABLE ON THE FIRST DAY OF THE MONTH FOLLOWING THE DATE OF INSTALLATION AND ON THE FIRST DAY OF ALL FUTURE BILLING CYCLES. ALL CHARGES WILL BE PRORATED TO THE FIRST DAY OF THE MONTH

3. INSTALLATION PAYMENT TERMS

3.1 Client agrees to pay Company for equipment and installation, the sum of:

\$ 0 TOTAL EQUIPMENT & INSTALLATION COST PLUS TAX \$ \_\_\_\_\_ DOWN PAYMENT  
Upon Signing this Agreement

3.2 Client agrees to pay Company the service charges as detailed in section 2 above for a period of **one (1) year** unless otherwise provided for in a separate schedule as detailed in section 4.1 below. This Agreement shall commence upon substantial completion of installation of Equipment which shall mean the time from which the System is powered and put in use. This Agreement shall automatically, without action by either party, extend and renew itself under the same terms and conditions for successive periods of **one (1) year** each, after the initial period unless Client gives to the Company at least thirty (30) days written notice, prior to expiration date, of intention to terminate this Agreement upon its original or any renewed expiration date.

3.3. DISCLAIMER AND LIMITATION OF LIABILITY

CLIENT AGREES AND UNDERSTANDS: THAT NEITHER COMPANY NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS OR EMPLOYEES (COLLECTIVELY, "REPRESENTATIVES") IS AN INSURER; THAT CLIENT CURRENTLY HAS AND SHALL ALWAYS MAINTAIN INSURANCE COVERING CLIENT, CLIENT'S FAMILY AND OTHERS WHO MAY BE ON THE PREMISES FOR MEDICAL, DISABILITY, LIFE, AND PROPERTY; THAT RECOVERY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY; AND THAT COMPANY AND REPRESENTATIVES ARE RELEASED FROM ALL LIABILITY DUE TO ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE, THE IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEMS, BREACH OF CONTRACT, EXPRESS OR IMPLIED, BREACH OF WARRANTY, EXPRESS OR IMPLIED, OR BY LOSS OR DAMAGE TO OR MALFUNCTION OF FACILITIES NECESSARY TO OPERATE ANY REMOTE OR CENTRAL STATION. CLIENT ON BEHALF OF HIMSELF AND HIS INSURER, HEREBY WAIVES THE RIGHT OF RECOVERY AND SUBROGATION AGAINST THE COMPANY ITS SUCCESSORS, ASSIGNS, AGENTS, AND EMPLOYEES FOR ANY LOSS OR DAMAGE COVERED BY CLIENT'S INSURANCE.

THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF COMPANY OR REPRESENTATIVES FOR ANY LOSS, DAMAGE OR EXPENSE DUE TO ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE WHICH OCCURS BEFORE OR AFTER THE SIGNING OF THIS AGREEMENT, PRODUCT OR STRICT LIABILITY, BREACH OF WARRANTY, EXPRESS OR IMPLIED, BREACH OF CONTRACT, EXPRESS OR IMPLIED, OR FOR CONTRIBUTION OR INDEMNIFICATION, SUCH LIABILITY SHALL BE LIMITED TO A MAXIMUM OF \$10,000, COLLECTIVELY FOR COMPANY AND REPRESENTATIVES, IT BEING UNDERSTOOD AND INTENDED BY BOTH PARTIES THAT CLIENT'S INSURANCE SHALL COVER CLIENT'S DAMAGES. UPON REQUEST AND WITH PAYMENT OF AN ADDITIONAL FEE THIS MAXIMUM LIABILITY CAN BE INCREASED AND THE INCREASED LIMIT WILL BE SET FORTH IN A LETTER PROVIDED BY COMPANY.

4. ADDITIONAL TERMS:

4.1 This Agreement consists of the terms contained on this page, the reverse side of this document and on any other attachments indicated as follows:  
 Schedule(s)  A  B  C  D  E  F  G  Other

5 Client further acknowledges that Client has read and understands all of this Agreement including the terms and conditions of this side and the reverse side of this document and agrees to the amounts set forth herein as well as those terms and conditions on any schedule attached hereto and acknowledges receipt of a true copy of all applicable schedules.

6. CANCELLATION (CONSUMER TRANSACTIONS ONLY)

6.1 You, the Client and buyer, may cancel this transaction prior to midnight of the third business day after the date of this transaction.

Client

Silco Fire & Security

\_\_\_\_\_  
 Client (Signature) (Date)

*Brian Partee*  
 \_\_\_\_\_  
 Authorized Sales Consultant (Signature)

\_\_\_\_\_  
 Client (Print Name) (Title)

**Brian Partee**  
 \_\_\_\_\_  
 Authorized Sales Consultant (Print Name)

