

PROPOSAL



Commercial & Residential
Government & Industrial
Installation, Sales & Service

A Division of A Plus Security, Inc.
Quality & Reliability • Since 1975



Residential/Commercial Alarm Systems, Smart Home
Technologies, Digital Video & Surveillance Solutions,
Card Access Control, 24-Hour Central Monitoring Services

Spearfish Office
P.O. Box 373
Spearfish, SD 57783
(605) 644-0925

Rapid City Office
(605) 388-0925
Gillette, WY
(307) 682-7000

PROPOSAL SUBMITTED TO Deadwood Information Center	TELEPHONE 605-578-3290	DATE 01-13-2022
STREET 3 Siever St	JOB NAME Complete upgraded system with panic button	
CITY, STATE AND ZIP CODE Deadwood, SD 57732	JOB LOCATION	
CONTACT Tom Kruzel	JOB PHONE	option B

We hereby submit specifications and estimates for:

Security Alarm System

A comprehensive security control system with separate and distinct zones, will be installed with digital keypad(s) for arming and disarming the system. Entry and exit delays will be provided with a pre-alarm warning beeper to remind the user to turn the alarm off when entering. An alarm condition will alert the central monitoring station for notification of authorities and/or anyone else on your account notification list.

Main Control:	1	Microprocessor based control system with automatically rechargeable standby battery(s).
Digital Keypad(s):	1	Security control system stations/keypads.
Contacts/Sensors:	5	Magnetic contacts/sensors to protect door/window openings.
Motion Detectors:	3	Electronic motion detectors to detect interior motion.
Glass Breakage:	-	Electronic sensors to detect breakage of glass in the areas they cover.
Temp/Environmental:	-	
Sounding Devices:	-	
Fire Detection:	10	System wireless smoke detector
Other:	1	System cellular communicator
	1	System high powered zone receiver
	1	Panic hold up button with transmitter
	=	Total:\$3,280
		Includes installation, activation, testing and training.
		The new Panel will be capable of both commercial fire and security. The Panel will also
		come with an onboard network communication port and new backup batteries.
		Black Hills Security will perform additional work or future service on a time and materials basis.
Monitoring:	\$49.95	per month. 24-hour central station monitoring.

THE LIMITED WARRANTY, LIMITED LIABILITY, AND THE TERMS AND CONDITIONS OF SALE APPEAR ON THE BACK OF THIS DOCUMENT.

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Equipment (Excludes sales tax): -

Labor: -

Total (Excludes sales tax): Listed above

Payment to be made as follows:

Billed after completion.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

AUTHORIZED SIGNATURE Ryan Von Wald

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

We have read and understand the terms hereof, and understand that this proposal is subject to the terms on the reverse side.

X
SIGNATURE _____

DATE OF ACCEPTANCE: _____

TERMS AND CONDITIONS

1. **A Plus Security, Inc./A Plus Communications** (hereinafter called Company) agrees to install and/or sell specified system on premises and/or deliver system to customer (hereinafter called Purchaser) in operating condition according to standard Company's practices. If applicable the installation will be completed within a reasonable length of time based on the conditions inherent in the premises and Company's installation schedule.
2. **LIMITED WARRANTY:** The Company hereby warrants that the material installed and/or sold is agreed to be as specified and is in accordance with the manufacturer's specifications. In the event that any part shall become defective within the system or in the event that any repairs shall be required, the Company hereby agrees to make all repairs and replacements of parts without cost to Purchaser for a period of (12) months from the date of original invoice for this installation for most products. Pagers carry a limited (90) day manufacturer's warranty. Other products may carry a lesser warranty; a representative will be able to provide information concerning a limited warranty and term upon request. Company reserves the option to either replace or repair the product, and reserves the right to substitute materials of equal quality at a time of replacement.

This warranty does not cover any damage to material or equipment caused by accident, misuse, tampering, fire, lightning, or other causes beyond the control of the Company. The Company shall not be liable for any indirect, incidental, or consequential damages arising from failure of the system from any cause. Purchaser acknowledges that the Company does not make any representation or warranty, including any implied warranty of merchantability or fitness, that the system supplied may not be compromised, or the system will in all cases provide the signaling, monitoring, and response for which it was intended. It is also acknowledged that Purchaser is not relying on Company's skill or judgement in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of the agreement hereof.

3. **LIMITED LIABILITY:** It is understood and agreed: That Company is not an insurer; that insurance, if any, shall be obtained by Purchaser; that the payments provided herein are based solely on the value of the service as set forth herein and are unrelated to the value of the Purchaser's property or the property of others located on Purchaser's premises; that Company makes no guarantee or warranty, including any implied warranty of merchantability or fitness or the equipment or services supplied will avert or prevent occurrences or the consequences therefrom which the system or service is designed to detect or avert. Purchaser acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, or the failure of the system to properly operate with resulting loss to Purchaser because of, among other things:

- A. The uncertain amount or value of Purchaser's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert.
- B. The uncertainty of the response time of any police or fire department, should the police or fire department be dispatched as a result of a signal being received or an audible device sounding.
- C. The inability to ascertain what portion, if any, of any loss would be proximately caused by company's failure to perform or by failure of its equipment to operate.
- D. The nature of the service to be performed by Company.

Purchaser understands and agrees that if Company should be found liable for loss or damage due from a failure of Company to perform any of the obligations herein, including but not limited to installation, maintenance, monitoring, or service or the failure of the system or equipment in any respect whatsoever, Company's liability shall be limited to Two Hundred Fifty (\$250.00) Dollars as liquidated damages and not as a penalty and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage irrespective of cause or origin results directly or indirectly to persons or property from performance or nonperformance of the obligations imposed by this contract, or from negligence active or otherwise, of Company, its agent, assigns, or employees.

If subscriber wishes Company to assume a limited liability in lieu of the liquidated damages as herein above set forth, subscriber may obtain from company a limitation of liability by paying an additional monthly service charge to company. If subscriber elects to exercise this option, a rider shall be attached to this agreement setting forth the terms, conditions, and the amount of the limited liability, and the additional monthly charge. Such rider and additional obligation shall in no way be interpreted to hold company as an insurer.

4. **THIRD PARTY INDEMNIFICATION:** Purchaser agrees to and shall indemnify, defend, and hold harmless Company, its employees, and agent for and against all claims, lawsuits and losses which claim and or lawsuit is brought or loss sustained by parties or entities other than the parties to this agreement (hereinafter referred to as third parties). This provision shall apply to all claims, lawsuits or damages caused by Company's negligent performance, whether active or passive and to all claims based upon defects in design, installation, maintenance, monitoring, operation, or non-operation of the alarm system whether those claims be based upon negligence, active, or passive, warranty, or strict or product liability on the part of Company, its agent, servants, or employees.

This agreement by Purchaser to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages, expenses and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damages, expenses and liability occur while an employee of Company is on Purchaser's premises and which losses, damages, and liability are solely and directly caused by the acts of said employee.

5. **CENTRAL STATION (MONITORING) AND AIRTIME SERVICES:** Central station services consist of the receipt, analysis, and response to signals from system installed under this agreement. Monitoring, airtime or maintenance service charges are payable in advance. All services may be discontinued any time charges are unpaid or system is abused. Notice by U.S. Mail to billing address shall be deemed sufficient notice of discontinuation; this does not release Purchaser of their financial or contractual obligations.

Company reserves the right to employ outside monitoring facilities. Purchaser acknowledges that this agreement and particularly those paragraphs relating to disclaimers of warranties, liquidated damages, and indemnification, inure to the benefit of and are applicable to any outside monitoring facilities employed by Company as well as Company and that they bind purchaser with respect to the monitoring facility in the same manner and with the same force and effect as they bind Purchaser to Company.

The minimum period for any new or renewed monitoring or airtime contract shall be 60 Months from the date of this agreement unless stated otherwise on the front of this document. This agreement shall automatically renew for periods of one (1) year at the same monthly rate unless either party notifies the other in writing of its intention to terminate this agreement not less than (30) days prior to the expiration of the original term thereof. Company shall have the right to increase the monthly charges provided herein, if subscriber is unwilling to pay the increase upon giving notice to the company in writing within (30) days from the effective date of increase, subscriber may terminate this agreement. Subscriber's failure to notify the company with said (30) days shall constitute subscribers consent to the increase.

If signals transmitted hereunder are monitored by the municipal police and/or fire departments, Company does not assume any responsibility for the manner in which signals are monitored or the responses, if any, to such signals.

6. **TELEPHONE, AC POWER CONNECTIONS AND ADDITIONAL COSTS:** It is the responsibility of Purchaser to provide the proper telephone, AC power and connections that are required for proper operation of the equipment. Company will assist Purchaser in making necessary arrangements to secure telephone and AC power connections for the system if requested. All associated charges are the responsibility of Purchaser. If Company provides these services they will be at additional cost. Costs of unforeseen circumstances or non-standard situations are not included in the original agreement. Additional equipment and/or labor used or required during installation are at additional cost.

7. **TESTING:** It is the responsibility of the purchaser to test the entire system for proper operation periodically. We recommend that the system be tested at least weekly.

8. **RETENTION OF TITLE AND RIGHT OF ACCESS:** The system shall remain the personal property of Company until fully paid for in cash by purchaser and purchaser agrees to perform all acts which may be necessary to assure the retention of title to the system by seller. Should purchaser default in any payment for the system or part, then purchaser authorizes and empowers Company to remove the system or part from the premises. Such removal, if made by Company, shall not be deemed a waiver of Company rights to damages Company sustains as a result of purchaser's default and Company shall have the right to enforce any other legal remedy or right. Furthermore, Company shall be in no way obligated to restore the premises to its original condition, or redecorate same in the event the system or part is removed as a result of purchaser's default in payment. Risk of loss of the system, or any part of the same, shall pass to purchaser upon delivery to the premises of such system or part.

9. **PAYMENT TERMS, LATE CHARGES AND COST OF COLLECTION:** Terms are due upon receipt. To avoid late charges, payments must be received within 30 days. If payments are not received within terms, late charges are calculated as follows: For balances over \$350 a flat rate of 1.5% per month will be assessed; For balances under \$350 a flat charge of \$5/month will be assessed. Costs of collection of accounts overdue including reasonable attorney's or collection agency's fees shall be borne by Purchaser.

10. **ENTIRE AGREEMENT:** This instrument contains the entire agreement between the parties hereto with respect to the transactions described herein and supersedes all previous negotiations, commitments and writing pertaining thereto.

If any of the terms or provisions of this agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.