



# AMERICAN EAGLE SECURITY SYSTEMS

SELLER'S NAME:  
American Eagle Security Systems, Inc  
PO Box 5057 Grand Rapids, MN 55744  
Electrical License # TS000053

## SUBSCRIBER'S NAME & MAILING ADDRESS:

**Pokegama Golf Course**  
**3910 Golf Course Rd**  
**Grand Rapids, MN 55744**

DATED: **10/26/2022**

## LOCATION OF SYSTEM:

**3910 Golf Course Rd**  
**Grand Rapids, MN 55744**

## Standard Commercial Security Agreement

1. AMERICAN EAGLE SECURITY SYSTEMS, INC. (hereinafter referred to as "AESS" or "ALARM COMPANY") agrees to sell, install, and program at Subscriber's premises and Subscriber agrees to buy, an electronic security and/or fire alarm system, consisting of the following equipment: \_\_\_\_\_  See Attached Schedule of Equipment and Services

Purchase Price of **\$1,955.00** Plus Any Applicable Tax  Down Payment: \_\_\_\_\_  Additional Terms: \_\_\_\_\_

Approximate date work to begin: \_\_\_\_\_ Estimated date work to be substantially completed: \_\_\_\_\_

### 2. DESCRIPTION OF SERVICES:

Check services provided:

Monitoring Center Services  Repair Service  Inspection  Remote Subscriber Access  Cameras  Access Control  
 Other: \_\_\_\_\_  See Attached Schedule of Equipment and Services

### 3. CHECK BOX FOR APPROPRIATE SERVICES: Only services selected are included:

**SERVICES AND RECURRING CHARGES: All charges are billed in advance and are plus tax, if applicable, [select one option]:**

**Billing shall be:**  Quarter-Annually  Semi-Annually  Annually  Other

#### (a) MONITORING CENTER CHARGES: Subscriber agrees to pay AESS:

(i) The sum of \_\_\_\_\_ payable in advance for the installation and programming of the software and communication devices if separate from the alarm panel if not already installed.

(ii) The sum of **\$44.95** per month for the monitoring of the Security System for the term of this agreement.

Check monitoring services provided:

Monitoring Telco Landline  Monitoring Cellular or Internet  Burglary  Fire  Carbon Monoxide  Temperature

Environmental  Panic  Supervisory  Other: \_\_\_\_\_

#### (b) REMOTE SUBSCRIBER ACCESS / VIDEO STREAMING DATA [VSD] / SURVEILLANCE:

Subscriber agrees to pay AESS the sum of \_\_\_\_\_ per month for the term of this agreement, for the following services provided:

Remote Access By Subscriber  Automation  Cloud Service Data Storage and Retrieval

Other \_\_\_\_\_

#### (c) SERVICE (Select i or ii)

(i) Subscriber agrees to pay AESS on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay AESS for all parts and labor at time of service. Subscriber is not obligated to call AESS for per call service and AESS is under no duty to provide service except its warranty service during warranty period. Service by anyone other than AESS during warranty period relieves AESS of any further obligations under the Limited Warranty.

(ii) Subscriber agrees to pay AESS for a Repair Service Plan for the security equipment the sum of \_\_\_\_\_ per month for the term of this agreement.

**(d) INSPECTION AND TESTING:** Subscriber agrees to pay AESS \_\_\_\_\_ per month for the term of this agreement for inspection and testing service. If this option is selected AESS will make \_\_\_\_\_ inspection(s) per year. Unless otherwise noted in the Schedule of Equipment and Services inspection service includes testing of all accessible components to insure proper working order. If the system is UL Certified or NFPA code compliant the inspection will comply with UL and NFPA requirements. AESS will notify Subscriber at least 3 days in advance of inspection date. It is Subscriber's responsibility to reschedule or permit access. Testing at inspection tests only that components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair. If sprinkler alarm or other device monitoring water flow is inspected the inspection does not include inspection or testing of sufficiency of water supply, for which AESS has no responsibility or liability.

**4. INSTALLER PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF AESS / TITLE TO EQUIPMENT:** Provided Subscriber performs this agreement for the full term, upon termination AESS shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code. AESS' signs and decals remain the property of AESS and must be removed upon termination of this Agreement.

**5. TERM OF AGREEMENT / RENEWAL:** The term of this agreement shall be for a period of one year and shall automatically renew annually thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the agreement at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof AESS shall be permitted from time to time to increase all charges by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase. AESS may invoice Subscriber in advance monthly, quarterly, or annually at AESS' option. Unless otherwise specified herein, all recurring charges for 3(a)-(f) services shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month.

**6. MONITORING CENTER SERVICES:** Upon receipt of an alarm signal, video or audio transmission, from Subscriber's security and/or fire alarm system, AESS or its designee Monitoring Center shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department [First Responders] depending upon the type of signal received. Fire alarms are reported to the fire department unless operator believes no fire condition exists at the premises. Once dispatched, fire department response cannot be recalled. Not all signals or transmissions will require notification to the authorities and Subscriber may obtain a written response policy from AESS. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals and transmissions are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication, and pass through communication networks wholly beyond the control of AESS and are not maintained by AESS, and AESS shall not be responsible for any failure which prevents transmission signals from reaching the Monitoring Center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish AESS with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List AESS will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on voicemail, shall be deemed reasonable compliance with AESS' notification obligation. All changes and revisions shall be supplied to AESS in writing. Subscriber authorizes AESS to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting Monitoring Center to monitor video or sound then upon receipt of an alarm signal Monitoring Center shall monitor video or sound for so long as Monitoring Center in its sole discretion deems appropriate to confirm an alarm or emergency condition. If Subscriber requests AESS to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay AESS AESS's current hourly labor charge for each such service. AESS may, without prior notice, suspend or terminate its services, in AESS' sole discretion, in event of Subscriber's default in performance of this agreement or in event Monitoring Center facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms or runaway signals. Monitoring Center is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by AESS.

**7. REPAIR SERVICE:** Repair service pursuant to paragraph 3(d)(ii) includes all parts and labor, and AESS shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 8 a.m. and 4 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, water, insects, vermin, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without AESS' written consent.

**8. SUBSCRIBER REMOTE ACCESS:** If Remote Access is included in the Schedule of Equipment and Services to be installed and services provided by AESS, the equipment will transmit data via Subscriber's high speed Internet, cellular or radio communication service from remote device supplied by AESS or Subscriber's Internet or wireless connection device which is compatible with AESS' remote services. AESS will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed or, when system design permits, connect the system to the Internet, over which AESS has no control. The remote services server is provided either by AESS or a third party. AESS shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. AESS shall have no responsibility for failure of data transmission, corruption or unauthorized access by hacking or otherwise and shall not monitor or view the camera data. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology or any other established criteria for encryption and AESS shall have no liability for access to the alarm system by others.

**9. WIRELESS AND INTERNET ACCESS CAPABILITIES:** Subscriber is responsible for supplying high-speed Internet access and/or wireless services at Subscriber's premises. AESS does not provide Internet service, maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments for remote access to the system, AESS will authorize Subscriber access. AESS is not responsible for Subscriber's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and AESS shall have no liability for such third party unauthorized access. AESS is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. AESS is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to Subscriber's system will be at Subscriber's expense.

**10. AUDIO / VIDEO SYSTEM OPERATION AND LIMITATIONS:** If Audio / Video System is selected as a service to be provided and included in the Schedule of Equipment and Services, and if video equipment is attached to a recorder, it shall not be used for any other purpose. AESS shall be permitted to access and make changes to the system's operation on site and over the internet. AESS shall have no liability for data corruption or inability to retrieve data even if caused by AESS' negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Telephone or internet access is not provided by AESS and AESS has no responsibility for such access or IP address service. If system has remote access AESS is not responsible for the security or privacy of any wireless network system or router, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock outs. AESS shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever. If audio or video devices are installed, Subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. AESS has made no representations and has provided no advice regarding the use of audio or video devices, and it is Subscriber's sole responsibility to use the camera and audio devices lawfully.

**11. LIMITED WARRANTY ON EQUIPMENT:** In the event that any part of the security equipment becomes defective, AESS agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of one (1) year from the date of installation. AESS reserves the option to either replace or repair the alarm equipment and reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life. AESS is not the manufacturer of the equipment and other than AESS' limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. **SUBSCRIBER AGREES THAT THE SYSTEM IS BEING SOLD ON A "WITH ALL FAULTS BASIS" AND SUBSCRIBER ACKNOWLEDGES THAT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SYSTEM IS WITH THE SUBSCRIBER. EXCEPT AS SET FORTH IN THIS AGREEMENT, AESS MAKES NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO, UNLESS PROHIBITED BY LAW, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND AESS SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES.** AESS does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, fire or otherwise or that the system will in all cases provide the protection for which it is installed. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than AESS. Subscriber acknowledges that any affirmation of fact or promise made by AESS shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on AESS' skill or judgment 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 this agreement, and that AESS has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for AESS' breach of this agreement or negligence to any degree under this agreement is to require AESS to repair or replace, at AESS' option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 3(d)(ii) of this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, AESS will procure all permits required by local law and will provide a Certificate of Workman's Compensation prior to starting work.

**12. FIRE ALARMS:** Unless the Schedule of Equipment and Services provides for a fire alarm system to code AESS makes no representation that the fire alarm equipment meets local code requirements or constitutes a fire alarm system as that term is defined by the Authority Having Jurisdiction [AHJ] over fire alarm systems in Subscriber's premises. If a fire alarm system to code is specified in the Schedule of Equipment and Services then AESS will install fire alarm equipment pursuant to AHJ requirements. Subscriber agrees that any equipment required by the AHJ not specified in the Schedule of Equipment and Services shall be an extra to this agreement to be paid for by Subscriber at time the additional equipment is requested.

**13. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL:** AESS shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including AESS' negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of AESS, AESS shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber assumes all risk of loss of material once delivered to the job site. Should AESS be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay AESS for such service or material.

**14. TESTING OF SECURITY SYSTEM:** The parties hereto agree that the security equipment, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the security equipment and to notify AESS if any equipment is in need of repair. Service, if provided, is pursuant to paragraphs 3 and 7. AESS shall not be required to service the security equipment unless it has received notice from Subscriber, and upon such notice, AESS shall, during the warranty or repair service plan period, service the security equipment to the best of its ability within 48 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 8 a.m. and 4 p.m. Subscriber agrees to test and inspect the security equipment and to advise AESS of any defect, error or omission in the security equipment. In the event Subscriber complies with the terms of this agreement and AESS fails to repair the security equipment within 48 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Subscriber agrees to send notice that the security equipment is in need of repair to AESS, in writing, by certified or registered mail, return receipt requested, and Subscriber shall not be responsible for payments due while the security equipment remains inoperable. In any lawsuit between the parties in which the condition or operation of the security equipment is in issue, the Subscriber shall be precluded from raising the issue that the security equipment was not operating unless the Subscriber can produce a post office certified or registered receipt signed by AESS, evidencing that warranty service was requested by Subscriber.

**15. CARE AND SERVICE OF SECURITY SYSTEM:** Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service under paragraph 3(d)(ii) and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without AESS' written consent.

**16. ALTERATION OF PREMISES FOR INSTALLATION:** AESS is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in AESS' sole discretion for the installation and service of the security system, and AESS shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement.

**17. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:** Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, internet connection, high-speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by AESS.

**18. LIEN LAW:** AESS or any subcontractor engaged by AESS to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.

**19. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS:** Subscriber agrees to defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless AESS, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or by Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by AESS' performance, negligence or failure to perform any obligation under or in furtherance of this agreement. Parties agree that there are no third-party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against AESS or AESS' subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of AESS, which shall not unreasonably be withheld. AESS shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations herein upon such assignment.

**20. EXCULPATORY CLAUSE:** AESS and Subscriber agree that AESS is not an insurer and no insurance coverage is offered herein. The equipment and AESS' services are designed to detect and reduce certain risks of loss, though AESS does not guarantee that no loss or damage will occur. AESS is not assuming liability, and, therefore, Subscriber agrees AESS, shall not be liable to Subscriber or any other third party, and Subscriber covenants not to sue AESS, for any loss, economic or non-economic, business loss or interruption, consequential damages, in contract or tort, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber or others as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by AESS' breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty, except for gross negligence and willful misconduct.

**21. INSURANCE / ALLOCATION OF RISK:** Subscriber shall maintain a policy of Homeowners' Dwelling and Liability Insurance for liability, casualty, fire, theft, and property damage under which Subscriber is named as insured, cover any loss or damage AESS' services are intended to detect to one hundred percent of the insurable value or potential risk. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment or AESS' services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. AESS shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against AESS and its subcontractors for loss or damages caused by perils intended to be detected by AESS' services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.

**22. LIMITATION OF LIABILITY: SUBSCRIBER AGREES THAT, EXCEPT FOR AESS' GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, SHOULD THERE ARISE ANY LIABILITY ON THE PART OF AESS AS A RESULT OF AESS' BREACH OF THIS CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF AESS' OBLIGATIONS PURSUANT TO THIS AGREEMENT OR ANY OTHER LEGAL DUTY, EQUIPMENT FAILURE, HUMAN ERROR, OR STRICT PRODUCTS LIABILITY, WHETHER ECONOMIC OR NON-ECONOMIC, IN CONTRACT OR IN TORT, THAT AESS' LIABILITY SHALL BE LIMITED TO THE SUM OF \$250.00 OR 6 TIMES THE MONTHLY PAYMENT FOR SERVICES BEING PROVIDED AT TIME OF LOSS, WHICHEVER IS GREATER. IF SUBSCRIBER WISHES TO INCREASE AESS' AMOUNT OF LIMITATION OF LIABILITY, SUBSCRIBER MAY, AS A MATTER OF RIGHT, AT ANY TIME, BY ENTERING INTO A SUPPLEMENTAL AGREEMENT, OBTAIN A HIGHER LIMIT BY PAYING AN ANNUAL PAYMENT CONSONANT WITH AESS' INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE AND NOTWITHSTANDING THE FOREGOING, AESS' LIABILITY SHALL NOT EXCEED ITS AVAILABLE INSURANCE COVERAGE.**

**23. LEGAL ACTION / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION:** The parties agree that due to the nature of the services to be provided by AESS, the payments to be made by the Subscriber for the term of this agreement form an integral part of AESS' anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix AESS' actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to AESS, Subscriber shall be immediately liable for any unpaid installation and invoiced charges plus 80% of the balance of all payments for the entire term of this agreement as LIQUIDATED DAMAGES and AESS shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to remotely re-program or delete any programming without relieving Subscriber of any obligation herein.

The prevailing party in any litigation or arbitration is entitled to recover its legal fees from the other party. In any action commenced by AESS against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. **SUBSCRIBER MAY BRING CLAIMS AGAINST AESS ONLY IN SUBSCRIBER'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY DISPUTE BETWEEN THE PARTIES OR ARISING OUT OF THIS AGREEMENT, INCLUDING ISSUES OF ARBITRABILITY, SHALL, AT THE OPTION OF ANY PARTY, BE DETERMINED BY BINDING AND FINAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICES INC., ITS SUCCESSORS OR ASSIGNS, IN NASSAU COUNTY, NEW YORK, PURSUANT TO ITS ARBITRATION RULES AT WWW.ARBITRATIONSERVICESINC.COM AND THE FEDERAL ARBITRATION ACT, EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED.** The arbitrator shall be bound by the terms of this agreement, and shall on request of a party, conduct proceedings by telephone, video, submission of papers or in-person hearing. By agreeing to this arbitration provision, the parties are waiving their right to a trial before a judge or jury, waiving their right to appeal the arbitration award and waiving their right to participate in a class action. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address designated in this agreement, on file with an agency of the state, or any other address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of Minnesota, except for arbitration which is governed by the FAA and the arbitration rules and agree that any litigation or arbitration between the parties shall be commenced and maintained in the county where AESS' principal place of business is located. The parties waive trial by jury in any action between them unless prohibited by law. Any action between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings by either party must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against AESS in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

**24. AESS' RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Subscriber agrees that AESS is authorized and permitted to subcontract any services to be provided by AESS to third parties who may be independent of AESS, and that AESS shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Subscriber appoints AESS to act as Subscriber's agent with respect to such third parties, except that AESS shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to AESS' disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and Monitoring Center of AESS.

**25. MOLD, OBSTACLES AND HAZARDOUS CONDITIONS:** Subscriber shall notify AESS in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and Subscriber shall be responsible for removal of such conditions. In the event AESS discovers the presence of suspected asbestos or other hazardous material, AESS shall stop all work immediately and notify Subscriber. It shall be Subscriber's sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed. If AESS, in its sole discretion, determines that continuing the work poses a risk to AESS or its employees or agents, AESS may elect to terminate this agreement on 3 day notice to Subscriber and Subscriber shall compensate AESS for all services rendered and material provided to date of termination. AESS shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall AESS be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof.

**26. FALSE ALARMS / PERMIT FEES / WITNESS FEES:** Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse AESS for any fees or fines relating to permits or false alarms. AESS shall have no liability for permit fees, false alarms, false alarm fines, the manner in which police or fire department responds, or the refusal of the police or fire department to respond. In the event of termination of police or fire department response this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. In the event Subscriber or any third party subpoenas or summons AESS requiring any services or appearances, Subscriber agrees to pay AESS \$150 per hour for such services and appearances. Subscriber shall reimburse AESS for any Monitoring Center charges for excessive, run-a-way or false alarm signals.

**27. FULL AGREEMENT / SEVERABILITY:** This agreement along with the Schedule of Equipment and Services constitute the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

**READ THE TERMS AND CONDITIONS BEFORE YOU SIGN THIS AGREEMENT.**

**SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS AGREEMENT AT TIME OF EXECUTION.**

**SIGNATURES**

I received and read a filled-in copy of this agreement before signing it. I agree to all its terms.

DocuSigned by:  
*Alicia Teich*  
For American Eagle Security Systems, Inc

**10/26/2022**  
Date

DocuSigned by:  
*Tom Pagel*  
Signature

**10/28/2022**  
Date  
**Bob Cahill for Pokegama Golf Course**  
Printed Name