



AMERICAN FIRE SYSTEMS INC.

14205 Westfair West Dr. Houston, TX 77041
(713) 466-9898

MONITORING AGREEMENT

Burglar Alarm License B28698701

Fire Alarm License ACR-3155

THIS AGREEMENT is made on the last date of signature ("Effective Date") between American Fire Systems, Inc., hereinafter called "Company," and
Waller County, Texas hereinafter called "Subscriber or Client", located at **425 FM 1488, Hempstead, Texas 77445**

WITNESSETH: That for the considerations and covenants hereinafter, specified below, on additional pages, and on Riders hereto, parties do, for themselves, their successors and assigns mutually agree:

(A) Installation: Company agrees to install or cause to be installed and service, the equipment hereinafter sometimes referred to as "System," set forth below in the Schedule of Equipment on the premises of Subscriber at the above address.

Burglar Alarm Off Premises Monitoring	\$0.00	(plus tax)
✓ Fire Alarm Off Premises Monitoring (of local alarm)	\$960.00	
Hold-up Alarm Off Premises Monitoring	\$0.00	(plus tax)
Digital Dialer Communicator (see paragraph 16)	\$0.00	(plus tax)

TOTAL OF SERVICES: **\$960.00**

Notes: **Customer may cancel at any time with 30-day written notice.**

AFS will provide electronic monitoring for customer owned UL Fire System over cell radio

The rate listed above includes six (6) buildings. See Exhibit A to Monitoring Agreement for building information.

(B) Terms and Payment: Subscriber agrees to pay as follows:

Payment is billable to **Waller County, Texas**

located at **425 FM 1488, Suite 102, Hempstead, Texas 77445**

To be paid after services are rendered **Quarterly** in accordance with Texas Government Code 2251, during the terms of the Agreement, subject to the other terms and conditions of this Agreement, including but not limited to, those of paragraph 12 on the reverse side hereof. All payments are to be made to the above-listed address, Harris County, Texas. The term of this Agreement is for **1** year from the date service begins. Thereafter, this Agreement shall renew automatically for successive one (1) year terms, unless the Subscriber gives written notice to American Fire Systems of the subscriber's intent not to renew within thirty (30) days of the then current term's renewal date.

(C) Receipt of Copy: CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT

(D) Company's Liability/Disclaimer Warranties: COMPANY DOES NOT REPRESENT OR WARRANT THAT THE 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 OR INTENDED. CLIENT ACKNOWLEDGES AND AGREES THAT THE COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; NOR HAS CLIENT RELIED ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT ANY AFFIRMATION OF FACT AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF. CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT COMPANY IS NOT AN INSURER; THAT CLIENT ASSUMES ALL RISK OF LOSS OR DAMAGE TO CLIENT'S PREMISES OR TO THE CONTENTS THEREOF; AND THAT CLIENT HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT.

Authorized AFS Representative:

Devin Hester
Signature

Devin Hester
Printed Name

04/08/2025
Date

1. Installation of System- Delay of Installation- Interruption of Service: Client authorizes and empowers Company to install or cause to be installed the protective system summarized on the Schedule of Protection Client agrees that the work of Installation shall be performed on weekdays only between the hours of 7:30 am and 5:00 pm, unless the Client directs otherwise in writing, in which case, the Client hereby agrees to pay Company and resulting increased cost for installation. Client authorizes the use of electrical outlets required and necessary current through its meters, at its expense. Client shall, at its own expense, make any necessary repairs or changes to Client's premises, as requested by Company, and access to all needed areas, to facilitate the installation and operation of the system. Any error or omission in the construction or installation of the system must be called to the attention of the Company in writing within thirty (30) days after discovery of the defect. Otherwise, the installation shall be deemed satisfactory to and accepted by Client.

2A. Service and Inspections: Subscriber hereby authorizes and empowers Company, its agents and assigns to service the aforesaid system and to make any necessary inspections, tests and repairs as required. In addition, changes in or rearrangement of the equipment components, necessitated by stock, fixture or structural changes required by any person, entity or governmental body, and any alterations which are required to retain the original coverage provided, shall be at Subscriber's expense. Repairs necessitated by ordinary wear and tear shall be at Company's expense, subject to the time provisions in par. 1, if applicable. All other repairs shall be at the Subscriber's expense. If during the term of this Agreement or any renewal thereof Subscriber desires to relocate the protected premises within the area serviced by Company, and as a result thereof requires the location of the equipment to be changed, Subscriber agrees to pay Company for relocating the equipment at Company's then prevailing rate. All installations, inspections, repairs and tests which may be required on the part of the Company shall be performed between the hours of 8:00 A.M. - 5:00 P.M. on normal business days. All installations and services required by Subscriber after 5:00 P.M., on holidays, and on weekends must be agreed to in writing by Client and will be charged at an applicable overtime rate. The terms and conditions contained herein shall govern all future dealings under the Agreement between Subscriber and Company, including but not limited to repair, service, guard response, monitoring, maintenance, additions, alterations. This Agreement may not be modified, altered, or amended except by written instrument duly executed by both parties.

2B. Limited Warranty (System Purchase): Company warrants the System to be delivered hereunder to be free from defects in material and/or workmanship for a period of ninety (90) days from the date of original installation. Upon expiration of such warranty period, or in the event such goods are subjected by Client to misuse, negligence, alteration, improper repair, or are operated contrary to printed instructions, all warranty and liability of Company shall immediately cease.

If within the period of such warranty, the Client promptly notifies the Company of any claimed defect and it appears to Company that such part or parts are defective, Company will at its option repair such defective part(s) or replace the same with like or similar part(s). The Company shall be responsible for all transportation and labor charges relating to installation of any replacement part or removal of a defective part.

It is expressly understood that the replacement of such defective part(s) by Company shall constitute the sole remedy of Client and the sole liability of Company to remedy the defect. Company shall not be liable for any other expense to remedy the defect.

No representative of Company has any authority to waive, alter vary, or add to the terms hereof without prior approval in writing from an agent of Company. The terms for all implied warranties, including implied warranties of merchantability or warranties for a particular purpose shall not exceed the term of the limited warranty.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OF THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. SO, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

RESPONSE TO ALARM

3A. Central Station Alarm: If Company has installed a central station alarm, Company or designee, shall, without warranty, make every effort to do the following: (1) Upon receipt of a burglar alarm signal, transmit the alarm to headquarters of the local police authority and notify the Client of his designated representative by calling the telephone number supplied to Company in writing by Client; (2) Upon receipt of a monitoring signal, notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client. In some cases, the order or sequence of number of calls made to the Client or Client's designees may be subject to the requirements of local or state authority governing the Client's site, or the Company.

3B. Police and Fire Department Connected Alarms: Client acknowledges that if the signals transmitted from Client premises will be monitored by municipal police and/or fire departments of other locations, that the personnel of such municipal police and/or fire department and other location are not agents of Company, nor does Company assume any responsibility for the manner in which signals are monitored or the response, if any to such signals.

3C. Telephone Lines: Client acknowledges that in the event Client's telephone service is out of order, disconnected, placed on vacation or otherwise interrupted, signals from Client's alarm system will not be received by Company and the interruption will not be known by Company, who shall not be responsible for such failure. Client bears the responsibility for providing a working telephone line.

INCREASE IN MONTHLY CHARGES