

**TOWN OF KENT
TOWN BOARD MEETING
Tuesday, September 15, 2020**

Workshop/Meeting – 7:00 p.m.

1. Pledge of Allegiance
2. Discussion and/or Vote on the following:
 - a. Assessor – Image Mate System software
 - b. CivicPlus agreement
 - c. Intercom system addition
 - d. Plumbing in Town Hall
 - e. Approval of Vouchers and Claims
3. Announcements
4. Public Comment

Tamara Harrison

From: Assessor
Sent: Thursday, August 27, 2020 4:02 PM
To: Tamara Harrison
Subject: Updated letter for the board regarding the proposed purchase of software for the assessor's office.

Members of the Town Board;

In order to become more efficient while working in the field, I have been researching various software offerings which would allow me to have mobile access to the assessment records. After numerous conversations with the assessors in the surrounding towns as well as people at the county and state real property tax offices, I had thought that the Image Mate system offered by Systems Development Group (SDG) made the most sense.

John Kelly, the owner of SDG, performed a demonstration of his program for me. After seeing the system at work on a tablet, I know that Image Mate is the right tool for the job. Not only will it allow me to access data while in the field, it will also enable me to enter the data and photos while still at the property, rather than taking notes and photos at the property and re-entering all upon my return to the office. Our use of the product will also be a benefit to the building department as they will have full (read-only) access to our property records as well as updated ownership information. The tax collector's office will also benefit. The company will also set up a website for the public to access (via a link on the assessor's webpage) in a format that will be easy to read. The information will be linked with GIS functionality and various overlays that will be useful to the planning board as well as realtors. I feel that having this information easily available to the public will reduce the number of phone calls to the department so that we may devote more time to maintaining our records and preparing an equitable roll.

Mr. Kelly provided me with a breakdown of the pricing: First year costs will be approximately \$1,000 - \$1,300 to set up and install the network hardware; \$500 for the compatible tablet, case and initialization; and \$1,200 the annual licensing fee. The ongoing costs would be \$1,200 per year for licensing and maintenance and approximately \$80 per month for the cellular data plan through the police department (as per Bill Walters).

I have spoken with Yulia and looked at my 2020 budget and year to date expenditures. The total cost of \$3,000 (worst case) would be easily covered by the unused balance of \$7,566.75 remaining in the contractual expenses category of the 2020 assessment department budget.

I am requesting approval from the Town Board to proceed with the purchase and implementation of the Image Mate software.

Should you have any further questions, please do not hesitate to contact me.

Yours truly,
Seth Plawsky
Assessor, Town of Kent, NY

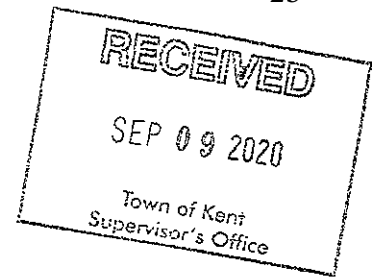


September 1, 2020

To: CivicCMS Clients

From: Millard Rose

Subject: 2020 Transition to CivicPlus Annual Services Agreements



For contracting consistency among all our clients, we are transitioning former VTHH clients to CivicPlus annual services agreements during their next renewal cycle; your agreement is attached. Please mail a signed copy back to: Attention: Contracts, CivicPlus, 1300 Massachusetts Avenue, Suite 100, Boxborough, MA 01719 or saraceno@civicplus.com

I'd also like to take the opportunity to update you about the number of milestones we've achieved since joining the CivicPlus family in May 2018 and the even bigger plans we have to benefit you in the future:

- CivicPlus took a major step forward in its commitment to Drupal (the CMS platform purchased as part of the VTS acquisition and what your website is built on). Late last year we signed a 5 year agreement with Acquia, Drupal's "home base" (Drupal creator Dries Buytaert is Acquia's CTO), and we expect our strategic partnership to add significant value to our clients through a variety of collaboration efforts in the years ahead.
- During 2019 our CivicCMS Division grew 40+% and is now in 18 new states. Our division team has grown by 1/3 since the acquisition and will grow again by at least that much in 2020 – including our entry into the remaining 15 states CivicCMS is not currently in.
- Part of this growth has been the expansion of our Technical Services Team which has ambitious plans for further functionality development. We will be distributing a formal Development Road Map in the coming months. This will include being in a position to more tightly integrate with the broad menu of products CivicPlus provides; more information will be forthcoming. It is important to note that all clients will benefit from the core functionality enhancements as part of their annual services contract Annual Technology Fee.
- Client Support Services were enhanced, and we will be further expanding our Online Support Center, and topics for monthly, live tutorials later this year.

Please keep your eye out for more correspondence about our upcoming plans. We thank you once again for your ongoing support.

We appreciate your business!

Regards,

Millard Rose

Millard Rose
VP/General Manager, CivicCMS
CivicPlus, LLC



License and Service Agreement

Date: September 1, 2020

Client: Town of Kent, NY

Client Address: 25 Sybil's Crossing, Kent Lakes, NY 10512

Phone: (845) 306-5620

This License and Service Agreement ("Agreement") sets forth the agreed upon terms and conditions under which CivicPlus, LLC ("CivicPlus") will provide the Services, as outlined and defined in the attached Exhibit A – Statement of Work ("SOW").

Recitals

Whereas, CivicPlus is the current primary website service provider for Client;

Whereas, the Client is currently under contract with CivicPlus, as an assignee of all Virtual Towns and Schools (dba Virtual Town Hall Holdings, LLC) customer contracts, for the website hosting services as set forth in the original License & Service Agreement signed on May 30, 2014; and

Whereas, CivicPlus and Client wish to renew the License and Services terms of Agreement as set forth in Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

Term and Termination

1. This agreement shall be for a one-year period, starting at the Client's current annual renewal term (October 1, 2020), and shall automatically renew, year-to-year, unless terminated by either party.
2. Either party may terminate the Services by providing the other party with at least 60 days written notice prior to the renewal date.
3. Client may terminate this Agreement at any time if CivicPlus is found in default of any obligation defined within this Agreement which has not been cured within thirty days after receipt of written notice of such default.
4. Notwithstanding the above, in the event this Agreement and the Services are terminated, any outstanding invoices for Services performed shall become due in full and any outstanding fees for annual services shall be prorated from the beginning of the renewal term to the date of termination.

Intellectual Property & Ownership

5. This Agreement is not a sale of CivicCMS Content Management System (the "CMS") and its associated applications and modules or any other intellectual property of any software or other original works created by or licensed to CivicPlus prior to the



execution of this Agreement ("CivicPlus Property"). CivicPlus provides a right of use to the Client during the period of this Agreement. Rights are non-transferable.

6. The Client will own the graphic designs and web content that are incorporated into the CMS; ownership assumes all invoices for development have been paid by the Client. Client assumes full responsibility of the content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Content.
7. Regarding the CMS, Client may not: a) license, sublicense or in any way commercially exploit or make it available to any third party, b) make derivative works based upon it, c) reverse engineer or access it in order to build a similar product, copy features or functions, or share it with third parties, or d) copy any ideas, features, functions or graphics.
8. The CivicPlus name, the CivicPlus and CivicCMS logo, and the products and modules associated with these services provided are trademarks of CivicPlus, and no right or license is granted to use them.

Billing & Payment Terms

9. Renewal Term Annual Services, as set forth on Exhibit A, shall be invoiced in advance of each renewal term. Annual services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual Technology Fee increase.
10. The Client shall only pay those expenses which are specifically defined in this Agreement or defined in writing and approved as an addendum to this Agreement.
11. If the Client's account exceeds 90 days past due, the web service may be temporarily removed from service until the Client's account is made current. Client will be given 30 days' notice prior to any removal of the website for non-payment.
12. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.

Taxes

13. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and this Agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes

Marketing

14. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages and CivicPlus logo on the left of the URL / Website Address block.



15. Client agrees to allow CivicPlus to include a reference(s) to the Client's website on the CivicPlus corporate website. This may include a mention of the Client, a picture of the Client's home page, and/or a case study of the Client's project.

Liability

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.
18. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on any website or online service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data.
19. To the extent it may apply to any service or deliverable of any SOW, user logins are for designated individuals chosen by Client ("Users") and cannot be shared or used by more than one User. Client will be responsible for the confidentiality and use of User's passwords and user names. Client will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Client Data, and all other data of any kind contained within emails or otherwise entered electronically through any CivicPlus Property or under Client's account. CivicPlus will act as though Client will have sent any Electronic Communications it receives under Client's passwords, user name, and/or account number. Client shall use commercially reasonable efforts to prevent unauthorized access to or use of any CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of any CivicPlus Property and any loss or theft or unauthorized use of any User's password or name and/or user personal information.
20. Client shall comply with all applicable local, federal, and state laws, treaties, regulations, and conventions in connection with its use of any CivicPlus Property.

Indemnification

21. To the extent allowed by law, CivicPlus agrees to indemnify and hold Client harmless from any and all claims for bodily injury, death, personal injury and property damage and for any other expenses (including attorney's fees) which arise out of the negligent actions or omissions of CivicPlus during the performance of this Agreements.

Force Majeure

22. Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public



enemy, freight embargoes, power outages, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence and shall only be for the period causing the delay.

Miscellaneous

23. At all times and for all purposes hereunder, CivicPlus is an independent contractor and not an employee of the Client.
24. Any and all modifications of the services and/or terms of this agreement, shall be accomplished by an amendment, which must be approved in writing by both parties.
25. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
26. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Agreement.

Client	CivicPlus
By: _____	By: _____
Name: _____	Name: Millard Rose
Title: _____	Title: VP/General Manager, CivicCMS
Date: _____	Date: _____



CivicPlus Website Services – Exhibit A Annual Services

Hosting

- Secure Hosting in domestic data center
- Shared Web/SQL Server
- Redundant ISP
- 24/7 Monitored facility
- Redundant Power supplies with back-up generator
- Daily backups off-site
- 99.9% Uptime
- Intrusion Detection & Prevention

Support

- 24/7 Emergency Support
- Up to Ten (10) Designated Support Users
- Unlimited User Support, 9am to 5pm, Monday – Friday
- Personnel dedicated solely to User Support
- Same day response (24 Hour Window)
- Online Training & Support Documentation
- Monthly User Tutorials

CMS Application & Modules

- Annual CMS Usage License
- Periodic CMS Upgrades
- Core Drupal Upgrades, as Applicable
- Periodic Module Upgrades
- Install Service Patches, as Applicable

Total Annual Cost

\$3,675.00

Annual cost may be pro-rated to match fiscal year, if desired. Additional supported users may be added at an annual cost of \$200 per user.

Included in your website package:

Robust Search Functionality Google Analytics for Traffic Statistics E-Subscriber Mail Lists Online Web Forms	Online Monthly User Webinars Social Media Integration No Limit as to the Number of Pages You Can Add Over Time
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Commercial Instruments & Alarm Systems

2 Summit Court, Suite 306. Fishkill, NY 12524



ACCESS CONTROL & VIDEO INTERCOM SYSTEM ADD-ON

PROPOSAL SUBMITTED TO: Town of Kent	BUSINESS PHONE: (845) 225-3943	DATE: September 9, 2020
MAILING ADDRESS: Town Hall 25 Sybil's Crossing Carmel, NY 10512	JOB NAME/LOCATION: Town Hall 25 Sybil's Crossing Carmel, NY 10512	CONSULTANT: Chris Pettus
EMAIL: mfleming@townofkentny.gov tharrison@townofkentny.gov	ATTN: Maureen Fleming Tamara Harrison	

Thank you for the opportunity to submit our proposal to install additional access control with integrated video intercom for the Court Room.

SCOPE OF WORK:

To install an additional Master Station at the Court Clerk's Office and add the Court Room Entry Door to the Access Control System. The Court Clerk will be able to see and talk to any residents requesting access to enter the area and release the door from their office.

The Video Intercom is Network based system that operates over PoE. Town of Kent IT Department is responsible for providing all network infrastructure required to complete the installation. This will allow for easy installation to existing network infrastructure and allow for easy expansion and troubleshooting through your IT department. The interface is touch screen and can be customized for the Town of Kent with custom wallpapers and office descriptions to provide a streamlined and easy to use interface. This unit also includes an HID reader for integration with the Access Control system without additional wall mounted hardware.

Network configurations and network hardware installation will be the responsibility of the Town of Kent IT Department.

IX SERIES ANSWERING STATIONS:

We will furnish and install one (1) IX Series Answering Stations. The Answering Stations have the following features:

- 7 inch LCD display @ 800x400 Resolution
- PoE Compliant
- Hands Free of Answering
- Handset for privacy
- Up to 8 per area

NOTE:

1. Exact location of each tenant station will be determined during installation.
2. Any changes in the scope of work will be done on a separate agreement.
3. Guarantee applies only to devices installed under this proposal.

FISHKILL • CATSKILL • ALBANY • SYRACUSE • ROCHESTER • BUFFALO • ERIE

LICENSES: NY - 12000084040; CT - 105734

FIRE • INTRUSION • CARBON MONOXIDE • VIDEO SURVEILLANCE • ACCESS CONTROL • SYSTEM AUTOMATION
PERSONAL EMERGENCY RESPONSE SYSTEMS • U.L. LISTED INSTALLATIONS • CENTRAL STATION MONITORING

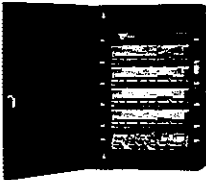
ADMINISTRATION
845-896-9500

FAX
845-896-8887

EMERGENCY RESPONSE CENTER
845-897-1200

SERVICE DEPARTMENT
845-897-5550

4. Town of Kent is responsible for providing access to equipment as necessary and shall supply power as required.
5. Town of Kent is responsible for notifying all necessary personnel of Doyle/CIA's presence and the possibility of doors not working for up to two days at a time.
6. Town of Kent is to provide one dedicated 120 VAC receptacle in close vicinity to the intercom answering stations.



INTELLIGENT ACCESS CONTROL CONTROLLER:

Doyle/CIA will furnish and install one (1) intelligent controller to support 2 readers within one (1) enclosure. These intelligent panels will provide the controlling interface between the card readers and the operator workstation. With additional hardware the system can be expanded to support additional readers. Controllers will be located:

- In the Basement Electrical Room

BADGE/TOKEN READERS:

Doyle/CIA will utilize the intercoms built-in multi-class reader

ELECTRIC STRIKES:

Doyle/CIA will furnish and install one (1) electric crash bar, which will interface with the system to provide the necessary locking and release. The door strikes will be located on the following doors:

- Court Room Wing Interior Door

NOTES:

1. An electric strike unlocks the existing lock. No passage locks or adjustments to existing door hardware are included in proposal.
2. All door hardware and adjustments are to be done by Town of Kent *locksmith*.

MECHANICAL DOOR HARDWARE:

Town of Kent is responsible for ensuring that all proposed doors are equipped with an automatic door closer and external keyed locking mechanism. Integration with an automatic door opener (by others) will require additional equipment outside of this scope of work.

REQUEST-TO-EXIT MOTION DETECTOR:

Doyle/CIA will furnish and install one (1) request-to-exit motion detector. Anyone entering the detection pattern will automatically generate a request to exit signal shunting the door contact. The motion detector will be located on the proposed door listed above.

DOOR POSITION SWITCH:

Doyle/CIA will furnish and install one (1) door position switch to alert personnel that the door has remained open longer than its programmed time or the door has been forced open.

DOOR OPERATION:

Physical function of the door must be assured prior to commencement of work. Town of Kent must ensure that the doors addressed in this proposal are suitably functioning and include proper locksets and door closures.

WIRING/CABLING:

Doyle/CIA will furnish and install all necessary wiring/cable for a complete installation.

PROGRAMMING:

Doyle/CIA will provide basic system programming. Town of Kent is responsible for all card holder data entry, card design and intercom call station personalization.

INVESTMENT DATA

****Pricing guaranteed for 60 days****

PURCHASE PRICE: The above system can be purchased, with a 90 days guarantee on parts and labor, for Nine Thousand Seven Hundred Ninety Dollars and Fifty Seven Cents (\$9,790.57).

PLEASE NOTE:

Proposal is designed to be a good faith "notice to proceed". Proposal will become an addendum to the forthcoming Sales Agreement.

EXISTING SERVICE CONTRACT:

Your existing service contract cost is \$107.36 per month. Due to the additional devices, the service contract fee will be increased by \$25.00 per month for a new total of \$132.36 per month.

ELECTRICAL AND/OR BUILDING PERMIT FEES: Your local municipality may require an electrical and/or building permit(s) be issued and an inspection be requested for this work. **Any fees associated with the electrical and/or building permit(s) and inspections are not included in the proposal and will be billed to the owner at that cost.*

INSURANCE:

Any insurance requirements shall be presented to designer/bidder prior to accepting this proposal. If not, it is presumed that we have satisfied all your insurance requirements.

EMAIL ADDRESS: _____

By providing your email address, you give Doyle/CIA Security the permission to send invoices, system notification alerts as well as other administration notifications. In addition, we will send confirmations and reminders of upcoming service appointments that you make. The safety and security of our clients is our primary concern so please be assured that we WILL NOT under any circumstances share/sell your email address.

NOTES:

1. Owner is to supply a POE network port in close proximity of the Call and Master stations.
2. Owner is responsible for providing adequate space for all proposed equipment.
3. Owner's IT Department is responsible for providing all network connections along with a static IP address and necessary ports for the DSX Panel, server and intercom components.
4. Owner is responsible for issuing any required card access badges.
5. CIA technicians shall be issued an access card/token which will be returned at CIA's termination of an employee or at termination of this agreement.
6. Owner is responsible for proper maintenance of data; i.e., periodic system back-ups and safe keeping, purging the history files to free up the normal transactions, and keeping up with data entry and reports so that the system can properly operate.
7. If remote monitoring, management, or diagnostic help is called for, Owner shall provide CIA with network access to this proposed system.
8. New wiring will be installed using plenum cable.
9. Door Company must supply connections to automatic door to ensure proper function. (If applicable)
10. Owner must insure that all proposed doors are equipped with crash bars with external locking mechanisms.
11. Doyle/CIA is not responsible for any equipment installed by a prior vendor.
12. Any changes to the scope of work described in this proposal will be done under a separate agreement.
13. New York State requires a Department of State alarm installer's license for installing and maintaining access control systems. Doyle/CIA will supply a copy of license if requested.

14. Pricing based on Doyle/CIA having remote access to your access control server so that we have the ability to remotely program your system. Lack of this connection will require a site visit and additional costs.
15. Raceway/conduits may be installed in areas where wire runs cannot be concealed.

ACCEPTED BY:

AUTHORIZED SIGNATURE

PLEASE TYPE OR PRINT NAME

This proposal is subject to Subscriber signing a standard Sales agreement prior to commencing work. Any purchase orders issued are agreeing to the terms and conditions of this proposal.

DOYLE SECURITY SYSTEMS, INC.
792 Calkins Road, Rochester, NY 14623
(585) 244-3400

STANDARD COMMERCIAL SECURITY AGREEMENT

Date: September 9, 2020

Telephone No.: 845-225-3943

Subscriber's Name: Town of Kent

Address: Town Hall, 25 Sybil's Crossing, Carmel, NY 10512

1. DOYLE SECURITY SYSTEMS, INC. (hereinafter referred to as "DOYLE" or "ALARM COMPANY") agrees to sell, install and program, at Subscriber's premises, and Subscriber agrees to buy, an electronic security system consisting of the equipment and services described in the attached Schedule of Equipment and Services.

PROPOSAL FOR ADD ON VIDEO INTERCOM ADDITIONAL NETWORK-BASED ACCESS CONTROL DATED SEPTEMBER 9, 2020

Purchase Price: \$ 9,790.57

Approximate date work to begin: N/A

Taxes: \$ EXEMPT

Estimated date work to be substantially completed: N/A

Total: \$ 9,790.57

Down Payment: \$ 4,895.29

Balance due upon completion of installation: \$ 4,895.28

Applicable sales tax and tariffs will be added.

2. DESCRIPTION OF EQUIPMENT AND SERVICES:

Check Services Provided:

☐ Monitoring ☒ **Service** ☐ Inspection ☐ Remote Subscriber Access/Cameras ☐ Access Control Administration

☐ Alarm Signal Verification ☐ Other: (See Attached Schedule of Equipment and Services.)

~~3. PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF DOYLE: Provided Subscriber performs this agreement for the full term thereof, upon termination ALARM COMPANY shall at its option provide to Subscriber the passcode to the CPU software for a fee of \$250.00 or change the passcode to the manufacturer's default code for a fee of \$250.00. Software programmed by DOYLE is the intellectual property of DOYLE and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. The Equipment shall remain personal property and shall not be considered a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by DOYLE.~~

~~CHECK BOX FOR APPROPRIATE SERVICES:~~

~~4. SERVICES AND CHARGES. Only services selected are included: All recurring charges are billed [select one option]:~~

~~☐ Monthly ☒ Quarter Annually ☐ Semi Annually ☐ Annually In Advance~~

~~(a) CENTRAL STATION MONITORING CHARGES: Subscriber agrees to pay DOYLE:~~

~~☐ (i) The sum of \$ _____, plus tax for the installation and programming of the communication software and communication devices if separate from the alarm panel if not already installed.~~

~~☐ (ii) The sum of \$ _____, plus tax, per month, payable in advance for the monitoring of the Security System for the term of this agreement commencing on the first day of the month next succeeding the date hereof, and continuing monthly thereafter, all payments being due on the first of the month: ☐ Telephone ☐ Cellular/Radio ☐ High Speed Internet Monitoring ☐ Intrusion ☐ Panic Alarm ☐ Fire~~

~~☐ Other: (See attached Schedule of Equipment and Services.)~~

X (b) SERVICE (Strike out i or ii)

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

X (ii) Subscriber agrees to pay DOYLE for service of the alarm equipment the sum of **\$132.36**, per month, payable in advance for the term of this agreement, commencing the first day of the month next succeeding the date hereof, all payments being due on the first of the month.

~~☐ (c) INSPECTION: Subscriber agrees to pay DOYLE \$ _____, plus tax, per month, payable in advance for the term of this agreement for inspection service. If this option is selected DOYLE will make inspection(s) of the security system as agreed upon. Unless otherwise noted in the Schedule of Equipment and Services inspection service includes testing of all components to insure proper working order. If UL Certified the inspection will comply with UL Requirements. DOYLE will notify Subscriber in advance of inspection date, and it is Subscriber's responsibility to reschedule or permit access. Only one scheduled inspection is included. Testing at inspection insures 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.~~

~~☐ (d) ALARM SIGNAL VERIFICATION: Subscriber agrees to pay DOYLE the sum of \$ _____, plus tax, per month, for the term of this agreement. If Subscriber selects Alarm Signal Verification as a service to be provided, or if Alarm Signal Verification is required by law, DOYLE or its designated central office shall verify the alarm signal by electronic telephone communication, video verification or such other verification system deemed appropriate by DOYLE or as required by local law and only verified alarm conditions shall be communicated to police or fire department.~~

~~☐ (e) REMOTE SUBSCRIBER ACCESS / FOR VIDEO STREAMING DATA [VSD] / CLOSED CIRCUIT TV [CCTV]: Subscriber agrees to pay DOYLE the sum of \$ _____, plus tax, per month for the term of this agreement. Select remote access / video services to be provided:~~

~~☐ Local DVR ☐ Central Station Remote Video Monitoring for Streaming Video Data~~

~~☐ Video Clips Monitored Upon Alarm Activation Only ☐ Verification video clips ☐ Data Storage and Retrieval~~

~~☐ Remote Access By Subscriber ☐ Other (describe):~~

~~☐ (f) ACCESS CONTROL ADMINISTRATION SERVICES: Subscriber agrees to pay DOYLE the sum of \$ _____, plus tax, per month, for the term of this agreement. Select Access Control Administration services to be provided:~~

~~☐ Remote Access Administration ☐ On site Administration ☐ Data Storage ☐ Data Backup~~

5. TERM OF AGREEMENT: RENEWAL: The term of this agreement shall be for a period of five years and shall automatically renew month to month 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 DOYLE shall be permitted from time to time to increase the monitoring charge by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase. DOYLE may invoice Subscriber in advance monthly, quarterly, or annually at DOYLE's option.

6. CENTRAL OFFICE MONITORING SERVICES: Upon receipt of a signal from Subscriber's alarm system, DOYLE or its designee central office shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department depending upon the type of signal received. Not all signals will require notification to the authorities and subscriber may obtain a written response policy from DOYLE. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of DOYLE or DOYLE's designee central office and DOYLE does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication pass through communication networks wholly beyond the control of DOYLE and are not maintained by DOYLE except DOYLE may own the radio network, and DOYLE shall not be responsible for any failure which prevents transmission signals from reaching the central office 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 DOYLE 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 DOYLE 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 an answering machine, shall be deemed reasonable compliance with DOYLE's notification obligation. All changes and revisions shall be supplied to DOYLE in writing. Subscriber authorizes DOYLE to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting central office to monitor video or sound then upon receipt of an alarm signal central office shall monitor video or sound for so long as central office in its sole discretion deems appropriate to confirm an alarm condition. If Subscriber requests DOYLE to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay DOYLE \$49.95 for each such service. DOYLE may, without prior notice, suspend or terminate its services, in central office's sole discretion, in event of Subscriber's default in performance of this agreement or in event central office facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms. Central office 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 DOYLE.

7. SERVICE: Service pursuant to paragraph 4(b)(ii), includes all parts and labor, and DOYLE shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 8 a.m. and 5 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 to 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 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 connect with the security system as originally installed without DOYLE's 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 DOYLE, the equipment will transmit data via Subscriber's high speed Internet, cellular or radio communication service to remote pendant supplied by DOYLE or Subscriber's Internet or wireless connection device which is compatible with DOYLE's remote services. DOYLE 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. The remote services server is provided either by DOYLE or a third party. DOYLE shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. DOYLE shall have no responsibility for failure of data transmission, corruption or unauthorized access 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 and DOYLE 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. DOYLE 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 DOYLE will authorize Subscriber access. DOYLE 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 DOYLE shall have no liability for such third party unauthorized access. DOYLE 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. DOYLE 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. ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS: If selected as a service to be provided and included in the Schedule of Equipment and Services, Access Control equipment shall be connected to a computer supplied by the Subscriber and connected to Subscriber's computer network. If data storage or backup is selected service DOYLE or its designee shall store and/or backup data received from Subscriber's system for a period of one year. DOYLE shall have no liability for data corruption or inability to retrieve data even if caused by DOYLE's 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. Internet access is not provided by DOYLE and DOYLE has no responsibility for such access or IP address service. DOYLE 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.

11. (a) ACCESS CONTROL ADMINISTRATION: If selected as a service to be provided DOYLE will maintain the data base for the operation of the Access Control System. Subscriber will advise DOYLE of all change in personnel and/or changes access levels of authorization and restrictions, providing Access card serial numbers or biometric data and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to DOYLE regarding personnel access must be in writing via email or fax to addresses designated by DOYLE. DOYLE shall have remote Internet access to the Subscriber's designated access control computer to program and make data base updates to the system. Subscriber is responsible for maintaining its computer and computer network and Internet access.

(b) VIDEO SYSTEM OPERATION AND LIMITATIONS: If selected as a service to be provided and included in the Schedule of Equipment and Services, Video equipment is attached to a digital recorder computer and Subscriber shall not use the computer for any other purpose. Subscriber shall be permitted to access and make changes to the system's operation on site and over the internet. If data storage is selected service, DOYLE shall store data received from Subscriber's system for one year. DOYLE shall have no liability for data corruption or inability to retrieve data even if caused by DOYLE's 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 DOYLE and DOYLE has no responsibility for such access or IP address service. If system has remote access DOYLE 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. DOYLE 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.

12. STREAMING VIDEO DATA / CCTV / EXCESSIVE DATA USAGE: If selected as a service to be provided and included in the Schedule of Equipment, upon receipt of a video signal the video system is designed to activate in the central station and record video data reception, upon which, DOYLE or its designee central office, shall make every reasonable effort to notify Subscriber by email, text, or voice message and the appropriate municipal police or fire department. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments or Subscriber's internal security stations are not monitored by personnel of DOYLE or DOYLE's designee central office and DOYLE does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted through the internet, over telephone lines, wire, air waves, cellular, radio, internet, VOIP, or other modes of communication pass through communication networks wholly beyond the control of DOYLE and are not maintained by DOYLE, except DOYLE may own the radio network, and DOYLE shall not be responsible for any failure which prevents transmission signals from reaching the central office 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 DOYLE with a written list of names and telephone numbers of those persons Subscriber wishes to receive notification of signals. All changes and revisions shall be supplied to DOYLE in writing. Subscriber authorizes DOYLE to access the supervisory panel to input or delete data and programming. If Subscriber requests DOYLE to activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay DOYLE \$49.95 for each such service. DOYLE may, without prior notice, suspend or terminate its services, in central station's sole discretion, in event of Subscriber's default in performance of this agreement or in event central station facility or

communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms. Central station is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. DOYLE shall have no liability for excessive data usage expense incurred by Subscriber attributable to the equipment or services provided herein. All Subscriber information and data shall be maintained confidentially by DOYLE.

LIMITED WARRANTY ON SALE

14. In the event that any part of the security system becomes defective, or in the event that any repairs are required, DOYLE agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. DOYLE 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. DOYLE is not the manufacturer of the equipment and other than DOYLE's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, DOYLE makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. DOYLE 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, or otherwise; or that the system will in all cases provide the protection for which it is installed. DOYLE expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. 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 DOYLE. DOYLE shall not be liable for consequential damages. Subscriber acknowledges that any affirmation of fact or promise made by DOYLE shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on DOYLE's 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 DOYLE has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for DOYLE's breach of this agreement or negligence to any degree under this agreement is to require DOYLE to repair or replace, at DOYLE's option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 4(b)(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, DOYLE will procure all permits required by local law and will provide certificate of workman's compensation prior to starting work.

GENERAL PROVISIONS

15. **DELAY IN INSTALLATION / RISK OF LOSS OF MATERIAL:** DOYLE shall not be liable for any damage or loss sustained by Subscriber as a result of delay in 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 DOYLE's negligence in the performance of this agreement. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. Subscriber assumes all risk of loss of material once delivered to the job site.

16. **TESTING OF SECURITY SYSTEM:** Security System, 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 System and to notify DOYLE if it is in need of repair. Service if provided is pursuant to paragraph 4.

17. **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 to 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 4(b) (ii) and will be repaired or replaced at Subscriber's expense. No apparatus or device shall be attached to or connect with the security system as originally installed without DOYLE's written consent.

18. **ALTERATION OF PREMISES FOR INSTALLATION:** DOYLE is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in DOYLE's sole discretion for the installation and service of the security system, and DOYLE 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.

19. **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 DOYLE.

20. **LIEN LAW:** DOYLE or any subcontractor engaged by DOYLE 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.

21. **INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS:** Subscriber agrees to indemnify and hold harmless DOYLE, 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 DOYLE's performance, negligence or failure to perform any obligation under 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 DOYLE or DOYLE's 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 DOYLE. DOYLE shall have the right to assign this agreement and shall be relieved of any obligations herein upon such assignment.

22. **EXCULPATORY CLAUSE:** DOYLE and Subscriber agree that DOYLE is not an insurer and no insurance coverage is offered herein. The security equipment and DOYLE's services are designed to reduce certain risks of loss, though DOYLE does not guarantee that no loss will occur. DOYLE is not assuming liability, and, therefore, shall not be liable to Subscriber for any loss, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber as a result of intrusion, burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by DOYLE's 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. In the event of any loss or injury to any person or property, Subscriber agrees to look exclusively to Subscriber's insurer to recover damages. Subscriber releases DOYLE from any claims for contribution, indemnity or subrogation.

23. **INSURANCE:** The Subscriber shall maintain a policy of public liability, property damage, burglary and theft insurance under which DOYLE is named as additional insured. DOYLE shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Subscriber from insurance covering such loss or damage or for such loss or damage against which the Subscriber is indemnified or insured. In the event of any loss or injury to any person or property, Subscriber agrees to look exclusively to Subscriber's insurer to recover damages. Subscriber shall obtain insurance to cover any loss the security services are intended to detect to one hundred percent of the insurable value, and Subscriber and all those claiming rights under Subscriber waive all rights against DOYLE and its subcontractors for loss or damages caused by burglary, theft, water, smoke, fire or other perils intended to be detected by the security services or covered by insurance to be obtained by Subscriber, except such rights as they may have to the proceeds of insurance.

24. **LIMITATION OF LIABILITY:** Subscriber agrees that should there arise any liability on the part of DOYLE as a result of DOYLE's negligent performance to any degree or negligent failure to perform any of DOYLE's obligations pursuant to this agreement or any other legal duty, equipment failure, or strict products liability, that DOYLE's liability shall be limited to the sum of \$250.00 or 5% of the sales price or 6 times the aggregate of monthly payments for services being provided at time of loss, whichever is greater. If Subscriber wishes to increase DOYLE's 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 DOYLE's increased liability. This shall not be construed as insurance coverage.

25. **LEGAL ACTION:** The parties agree that due to the nature of the services to be provided by DOYLE, the monthly or other periodic payments to be made by the Subscriber for the term of this agreement form an integral part of DOYLE's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix DOYLE's actual damages. Therefore, in the event Subscriber defaults in the payment or any charges to be paid to DOYLE, the balance of all payments for the entire term herein shall immediately become due and payable, and Subscriber shall be liable for 80% thereof as liquidated damages and DOYLE 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.

If DOYLE prevails in any litigation or arbitration between the parties, Subscriber shall pay DOYLE's legal fees. In any action commenced by DOYLE against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. The parties agree that they may bring claims against the other only in their individual capacity, and not as a class action plaintiff or class action member in any purported class or representative proceeding. Subject to Subscriber's right to bring any claim against DOYLE for up to \$1,000 in small claims court having jurisdiction, 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 arbitration before a single arbitrator administered by Arbitration Services Inc., under its Arbitration Rules www.ArbitrationServicesInc.com, except that no punitive damages may be awarded. 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 in this agreement or another address provided by the party in writing to the party making service. Subscriber submits to the jurisdiction and laws of New York and agrees that any litigation or arbitration between the parties must be commenced and maintained in the county where DOYLE's principal place of business is located. The parties waive trial by jury in any action between them unless prohibited by law. Any action by Subscriber against DOYLE must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against DOYLE must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against DOYLE 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, and this consent to arbitrate shall survive the termination of this agreement.

26. DOYLE'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that DOYLE is authorized and permitted to subcontract any services to be provided by DOYLE to third parties who may be independent of DOYLE, and that DOYLE 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, except that DOYLE shall not obligate Subscriber to make any payments to such third parties. Subscriber appoints DOYLE to act as Subscriber's agent with respect to such third parties, except that DOYLE shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges, that this agreement, and particularly those paragraphs relating to DOYLE's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and third party indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and central offices of DOYLE.

27. NON-SOLICITATION: Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of DOYLE assigned by DOYLE to perform any service for or on behalf of Subscriber for a period of two years after DOYLE has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, DOYLE shall recover from Subscriber an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with DOYLE, times twelve, together with DOYLE's counsel and expert witness fees.

28. FALSE ALARMS / PERMIT 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 DOYLE for any fines relating to permits or false alarms. DOYLE shall have no liability for permit fees, false alarms, false alarm fines, police or fire response, any damage to personal or real property or personal injury caused by police or fire department response to alarm, whether false alarm or otherwise, or the refusal of the police or fire department to respond. In the event of termination of police or fire response by the municipal police or fire department this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should DOYLE 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 DOYLE for such service or material.

29. SECURITY INTEREST / COLLATERAL: To secure Subscriber's obligations under this agreement Subscriber grants DOYLE a security interest in the security equipment installed by DOYLE and DOYLE is authorized to file a financing statement.

30. CREDIT INVESTIGATION: Subscriber and any guarantor authorizes DOYLE to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.

31. FULL AGREEMENT / SEVERABILITY: This agreement along with the Schedule of Equipment and Services constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties, except DOYLE's requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. 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, agreement, purchase order or understanding between the parties, the terms of this agreement shall govern. Should any provision of this agreement be deemed void, the remaining parts shall not be effected.

**SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY
OF THIS 4 PAGE AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION.**

DOYLE SECURITY SYSTEMS, INC.:

By: _____

Signature (Name Must Be Printed Below)

Please print name, title and date

Steve Adams Jr Plumbing & Heating Inc

186 Hill and Dale Rd
PO Box 459
Carmel, NY 10512

Estimate

Date	Estimate #
9/14/2020	136

Name / Address
Kent Town Hall

Project

Description	Qty	Rate	Total
We propose to do the following work at the town hall Install new approximately 15 feet of 3 cast iron piping, repipe waste line with more of a pitch to new location should help drain better		0.00 1,675.00	0.00 1,675.00
		Subtotal	\$1,675.00
		Sales Tax (0.0%)	\$0.00
		PDF tai	\$1,675.00

Cassidy Plumbing & Heating Inc.

**422 Route 52,
Carmel, N.Y.
10512**

845-225-2492**914-245-8900****SERVICE@CASSIDYPLUMBINGINC.COM****Estimate**

Date	Estimate #
9/3/2020	1276A

Name / Address
Town Of Kent 40 Sybils Crossing Carmel, NY 10512

Project

Description	Qty	Rate	Total
TOWN OF KENT TOWN HALL CASSIDY PLUMBING WILL REPIPE 4" WASTE LINE WITH 4" WYE TO DROP INTO 22" AND DROP HANGERS AND PITCH PIPE CORRECTLY AND CUT AND DROP REST OF WASTE LINE TO LAST BATHROOM ON RUN. REPLACING CAST IRON 4", 3", 2" 1&1/2" PIPE & HANGERS Plumbing		4400.00	4,400.00

	Subtotal	\$4,400.00
Upon agreement please sign	Sales Tax (0.0%)	\$0.00
Client Signature	Total	\$4,400.00