

ORDINANCE NO. 1866-18

**AN ORDINANCE WAIVING THE COMPETITIVE BIDDING PROCESS
AUTHORIZING THE CHIEF OPERATING OFFICER TO ENTER INTO A CONTRACT WITH
SENTRY SECURITY FOR A SECURITY SYSTEM & FIRE ALARM SYSTEM UPGRADE AND
SECURITY MONITORING SERVICES**

WHEREAS, in the opinion of at least two-thirds (2/3) of the Trustees then holding office, that because the current vendor, Sentry Security, is familiar with the existing security system and monitors all Village security systems, it is the best interest of the Village to waive the competitive bidding process and that the Chief Operating Officer of the Village of Hawthorn Woods be, and the same is hereby authorized and directed to enter into a contract for a security system & fire alarm system upgrade and security services.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF HAWTHORN WOODS, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE: That the competitive bidding process be waived and that the Chief Operating Officer of the Village of Hawthorn Woods be, and the same is hereby authorized and directed to enter into a contract with the Village's current vendor Sentry Security and include three years of monitoring in substantially the form attached hereto as Exhibit "A" and made a part hereof, for a security system & fire alarm system upgrade at the Public Works building. The total contract cost is not to exceed \$21,320.00.

SECTION TWO: That all ordinances or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, superseded by this Ordinance.

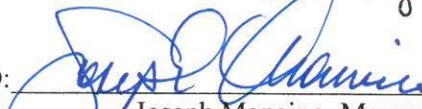
SECTION THREE: That this Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

The foregoing Ordinance was adopted by the Board of Trustees of the Village of Hawthorn Woods, Illinois on July 23, 2018:

AYES: Kaiser, Kasik, Riess, Corrigan, David

NAYS: 0

ABSENT AND NOT VOTING: Dimaggio

APPROVED: 
Joseph Mancino, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

ADOPTED: July 23, 2018

APPROVED: July 23, 2018

Published: July 24, 2018



338 Egid Drive
Wheeling, Illinois 60090
(847) 363-7220

SECURITY SERVICE AGREEMENT

Parties: Sentry Security, LLC. ("Sentry")
Village of Hawthorn Woods ("Subscriber")

Date: 1/9/17

Sentry agrees to furnish Subscriber with the services identified below (the "Recurring Services") at the Premises described below. Sentry will also provide such additional services as indicated below and at such time as mutually agreed to by the parties upon request by Subscriber at Sentry's standard rates in effect at the time of request. The transmitting and receiving equipment necessary for monitoring service remains the property of Sentry. Title and ownership of all other equipment, wiring and apparatus shall remain with Sentry, or transfer to subscriber upon full payment of the purchase price, or transfer to subscriber upon completion of the five year contract period.

CONTRACTED RECURRING SERVICES

- | | | |
|--|--|--|
| <input type="checkbox"/> Monitor Burglar Alarm | <input checked="" type="checkbox"/> Monitor Fire Alarm | <input type="checkbox"/> Monitor Other |
| <input checked="" type="checkbox"/> at Central Station | <input type="checkbox"/> at Other _____ | |
| <input type="checkbox"/> No signal if phone line cut | <input type="checkbox"/> Backup signal if phone line cut | |
| <input type="checkbox"/> Opening/Closing Supervision | <input type="checkbox"/> Log Only | |
| <input type="checkbox"/> Repair Services | <input type="checkbox"/> Parts Only | <input type="checkbox"/> Reports |
| <input type="checkbox"/> Inspections | <input type="checkbox"/> Monthly | <input type="checkbox"/> Quarterly |
| | <input type="checkbox"/> Annually | <input type="checkbox"/> Frequency _____ |
| | | <input checked="" type="checkbox"/> T & M Repair |
| | | <input type="checkbox"/> Other _____ |

SYSTEM DESCRIPTION

Install fire alarm system per signed proposal. Installed price is \$13,265.00. System includes alarm monitoring, and cellular communicator.

PAYMENT: Subscriber agrees to pay:

- (I) Deposit Amount: \$ 5306.00 upon the signing of this Agreement;
- (II) Completion Charge: \$ 7958.00 upon the completion of the installation of the system;
- (III) Recurring Services Charge: \$ 44.85 per month paid quarterly in advance for Recurring Services

1. Subscriber agrees to pay Sentry all amounts set forth in this Agreement, including all amounts for any taxes or other charges that may be imposed now or in the future by any governmental authority or communications carrier as a result of providing the Recurring Services identified herein. Quarterly Recurring Maintenance Charges may be prorated based on the actual number of days of Recurring Services if the Effective Date of this Agreement commences on a day other than the first of the month. A late charge of one and one-half percent (1 1/2%) per month may be charged by Sentry to all amounts under this Agreement that remain unpaid for more than thirty (30) days. Sentry may, without recourse or liability, discontinue or terminate the Recurring Services if Subscriber fails to make any payment due hereunder when due.

2. Except as otherwise herein provided, this Agreement shall remain in full force and effect for an initial term of three (3) years from the later of (i) the date of this Agreement or (ii) the date on which the Recurring Service Charges commence (the "Effective Date"), and shall thereafter automatically renew unless terminated in accordance with the following sentence, for successive periods of one month each of which for purposes of this Agreement shall be deemed a renewal term. This Agreement may be terminated by Subscriber only upon written notice to Sentry, by registered or certified mail, made at least thirty (30) days prior to the expiration date of the initial term or any subsequent renewal term.

3. IN THE EVENT OF TERMINATION BY SUBSCRIBER PRIOR TO THE END OF THE INITIAL TERM OR ANY RENEWAL TERM OF THIS AGREEMENT, ALL AMOUNTS DUE HEREUNDER FOR THE INITIAL TERM OR ANY RENEWAL TERM, AS THE CASE MAY BE, WILL BECOME IMMEDIATELY DUE AND PAYABLE.

4. RESIDENTIAL SUBSCRIBERS ONLY. Any residential Subscriber may cancel this transaction at any time prior to midnight of the third business day after Effective Date of this transaction by written notice delivered to Sentry at the above address.

5. This Agreement shall not be binding upon Sentry unless approved in writing by an officer of Sentry. In the event such approval is not obtained, the sole liability of Sentry shall be to refund to Subscriber any amounts paid to Sentry by Subscriber upon the signing of this Agreement.

Sentry and Subscriber hereby acknowledge that the additional terms and conditions on the reverse side of this Agreement are incorporated herein and made part of this Agreement.

SENTRY SECURITY, LLC.

By: Mike Raghaneze

Authorized Representative

Approved: [Signature]

Officer

SUBSCRIBER

[Signature]

Printed Name: Joseph Marciano

Premises: Hawthorn Woods Public Works 35 Old McHenry Road Hawthorn Woods, IL 60047

TERMS AND CONDITIONS

1. LIMITATION OF LIABILITY. Subscriber acknowledges and agrees that neither Sentry nor its assignees, employees, or independent contractors, including signal carriers, telephone companies, municipal agencies, and central stations (collectively, "Others"), providing any of the Recurring Services identified herein for Subscriber make any representations or warranties that the system or Recurring Services provided herein will not be circumvented or compromised or that the system or Recurring Services provided herein will provide the protection for which the system or Recurring Services are designed to detect or avert. Subscriber agrees that neither Sentry nor Others is an insurer and this Agreement is not intended to be an insurance policy or a substitute for an insurance policy. Sentry recommends that Subscriber obtain insurance for its own protection. It is the intention of the parties that neither Sentry nor Others assume any responsibility for any loss or damage, irrespective of cause or origin, which results directly or indirectly to person(s) or property from the performance or nonperformance of obligations imposed by this Agreement or from negligence of Sentry or Others for loss or damage sustained through burglary, theft, hold up, fire or any other cause. If there shall at any time be any liability on the part of Sentry or Others by virtue of this Agreement, whether due to negligence of Sentry or Others, Subscriber further agrees that the sole and exclusive remedy of Subscriber shall be limited to the lesser of the sum of the most recent twelve (12) monthly payments under this Agreement or One Thousand Dollars (\$1,000.00). Under no circumstances shall Sentry be responsible for any loss of use, loss of profit, increased operating or maintenance claims or any special indirect or consequential damages.

2. INDEMNIFICATION. If any person not a party to this Agreement shall make any claim or file any lawsuit against Sentry for any reason relating to the system, the Recurring Services or Sentry's duties and obligations pursuant to this Agreement related to the design, installation, repair, monitoring, inspection, operation, or non-operation of the system, Subscriber agrees to indemnify, defend and hold harmless Sentry from any and all claims

and lawsuits, including the payment of damages, expenses, costs and reasonable attorney's fees, whether or not such claims and lawsuits are based on negligence, indemnification, contribution or strict or product liability on the part of Sentry, or Others, except to the extent such claim or lawsuit occurs while an Sentry or Others is on the Premises and such losses, damages, expenses, and liability are solely and directly caused by the acts of Sentry or Others.

3. DEFAULT. Upon default each party contains all rights and remedies at law and in equity.

4. FEE INCREASES. (deleted)

5. INSTALLATION. Subscriber hereby authorizes Sentry and Others to: (a) install the system and to perform the Recurring Services as required to be performed by Sentry hereunder and Subscriber agrees that the wiring Sentry shall run in installing the system shall be exposed wiring, unless this Agreement provides that the wiring shall be run in conduit and (b) enter the Premises for the purpose of making emergency repairs to the system in the event of an emergency occurring during periods of Subscriber's absence and further provided that Subscriber has furnished Sentry with a key to the Premises. Sentry

assumes no responsibility for any delay in the installation of the system or the Recurring Services due to strikes, fires, power failures, interruptions or unavailability of telephone service, acts of God, or any other cause beyond the control of Sentry. Subscriber acknowledges and agrees that Sentry has no ability to determine the location of hidden pipes, wires or other obstructions in the walls, floors or in the ground on or around the Premises. It is Subscriber's obligation to make Sentry aware of any such conditions. Subscriber further agrees that Subscriber shall be solely responsible for any damage resulting from the failure of Subscriber to disclose such conditions. Subscriber understands that the installation of the equipment for the Recurring Services provided under this Agreement will require drilling and cutting of various parts of the Premises and Subscriber gives Sentry and Others permission to do so.

6. TAMPERING WITH EQUIPMENT. Subscriber shall not, and shall not permit any person to, attach any device to the lines, wires or equipment of the system, or to alter, remove or tamper with any system equipment without the prior written consent of Sentry.

7. ASSIGNMENT. Sentry may assign this Agreement to any other person, firm or corporation without notice to Subscriber, and shall have the right to subcontract any of its services which it may be obligated to perform under this Agreement. The benefits of this Agreement are not assignable by Subscriber without the prior written consent of Sentry. However, Sentry will provide thirty (30) days notice to the Subscriber.

8. RECEIPT OF ALARM SIGNAL. Upon receipt of an alarm signal from the Premises, Sentry will use its commercially reasonable efforts to call Subscriber or its authorized representative to verify the legitimacy of the signal. If it is determined that an emergency condition exists or if Subscriber cannot be reached to confirm such emergency situation, Sentry or Others, will make commercially reasonable efforts to notify the appropriate police or fire authorities and Subscriber or Subscriber's authorized representative by telephone unless runner service is provided. Should Subscriber's or Subscriber's authorized representative not arrive with thirty (30) minutes to a call of an outside ringer, or an alarm that is continually transmitting alarm signals, Subscriber authorizes Sentry to gain entry to the Premises with an authorized employee of the Village and to remedy any malfunction or behalf of Subscriber. Subscriber further agrees to furnish Sentry with a current list of names, titles, and telephone numbers of personnel to be notified in the event of a receipt of a signal in writing on a continuing basis.

9. TELEPHONE LINES. Subscriber acknowledges that signals from the system will not be received at the monitoring facility if the alarm signals are transmitted over telephone lines that are out of order, disconnected, or otherwise unavailable. If Sentry incurs any increase in charges for the use of telephone lines or other telecommunications lines or services, or if any new or increased taxes or license fees shall be incurred by Sentry which increase the costs of performing this Agreement, the proportional share of such costs shall be payable by Subscriber in increased monthly changes. Subscriber shall give Sentry authority to access connection on Subscriber's telephone lines for the purposes of providing digital dial up alarm service from the Subscriber's location to Sentry

monitoring facility. Subscriber shall pay all telephone bills related to the usage of the alarm communicator.

10. REPAIR SERVICE. If maintenance is provided as part of the Recurring Service Charges for the system, Subscriber authorizes Sentry to repair, inspect, test and service the system between the hours of 8:30 a.m. and 5:00 p.m. CST on Monday through Friday excluding holidays. Subscriber understands that any service requested outside this time frame will be performed at Sentry's sole discretion and billed at Sentry's prevailing wage rates in effect at such time. Service will be provided to those subscribers which elect 24 hour 7 day a week service for no additional charge. Service on maintenance accounts will be done at Sentry's sole cost and expense for normal wear and tear repairs. All other repairs shall be at Subscriber's sole cost and expense. Sentry reserves the right to bill Subscriber for any service calls placed that were the result of Subscriber's negligence. Subscriber agrees to carefully test and check their system on a regular basis, and to immediately report any irregularities or problems to Sentry. Sentry shall make all reasonable repairs as soon as possible upon receipt of notice from Subscriber. Subscriber agrees that Sentry may make all repairs utilizing new or refurbished components or replacement parts. If time and material service is elected, such service will be furnished upon request at Sentry's prevailing wage rates in effect at such time. Subscriber shall be responsible for all charges billed in accordance with this Section 10 and Subscriber acknowledges that any charges billed in accordance with this Section 10 will be a minimum of one hour for all service calls and may include labor, travel time, overtime and trip charges. Payments due under this Section 10 will be due and payable within 60 days upon completion of service.
11. FALSE ALARMS. If Sentry dispatches any governmental authority or agent to respond to false alarms originating from Premises, where Subscriber intentionally, accidentally, or negligently has activated the alarm signal, if Sentry makes a service call caused by the negligence of Subscriber or for any other reason, including equipment failure Subscriber shall be responsible for any and all false alarm fees and/or fines assessed by the appropriate governmental authority with respect to such false alarms and Subscriber shall pay Sentry the charges for each service call at its then prevailing wage rates in effect at such time. Subscriber agrees to pay all false alarm fees or assessments, permits, taxes, fees or other charges by any governmental body relating to the installation or service provided under this Agreement.
12. MONITORING SERVICES. Sentry reserves the right to subcontract all central station monitoring service at its sole discretion including third party central stations, police departments, fire departments and answering services. Any monitoring facilities subcontracted by Sentry assumes no responsibility for interruption of monitoring, repair/or any other Recurring Services due to strikes, riot, lightning, earthquakes, power failures, unavailability of telephone service, or any other cause beyond the control of Sentry or Others.
13. CHANGES IN EQUIPMENT. (deleted)
14. RELOCATION. If Subscriber moves their residence or place of business, the Subscriber may move their alarm service to the new location upon payment of reasonable costs incurred in transferring the System to the new location. The Subscriber shall pay any increased monthly charges that may be incurred by such a move. All terms contained in this

Agreement will remain in full force and effect and the Subscriber shall be bound for the remaining terms of this Agreement.

15. WARRANTIES. The system used to support the Recurring Services sold hereunder has the following LIMITED WARRANTY: The system is warranted to be free from material defects in workmanship or materials for a period of ONE (1) YEAR from the date of completion of the installation. This warranty is void in the cases of abuse, misuse, abnormal use, repair by unauthorized persons, or if for any reason Sentry determines that such system or any parts thereof is or are not operating properly as a result of causes other than poor workmanship or defective materials. THE LIMITED WARRANTY SET FORTH IN THIS SECTION 15 IS EXPRESSLY MADE IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. IN NO EVENT SHALL SENTRY BE LIABLE TO SUBSCRIBER FOR ANY DIRECT, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH SUBSCRIBER'S USE OF THE SYSTEM, OR FOR ANY OTHER CAUSE WHATSOEVER RELATING TO THE SYSTEM. THE LIMITED WARRANTY IDENTIFIED HEREIN IS LIMITED IN DURATION TO THE ONE (1) YEAR TERM IDENTIFIED HEREIN AND SUBSCRIBER AGREES THAT SENTRY HAS GIVEN SUBSCRIBER NO OTHER WARRANTY.
16. COMPLETE AGREEMENT. This Agreement (together with any individually signed separate system descriptions and/or rider(s) pertaining to this Agreement) is intended by the parties as the final expression of their agreement with respect to the subject matter contained herein and also as the complete and final statement of the terms and conditions of such Agreement. If there is any conflict between this Agreement and the Subscriber's purchase order, or any other document or oral agreement, this Agreement will govern. This Agreement may only be amended in a writing signed by both parties. In the event any term or condition of this Agreement is declared invalid or inoperative, all the remaining terms and conditions shall remain in full force and effect.
17. CHOICE OF LAW VENUE. The validity, interpretation and performance of the terms hereof with respect to any system or the Recurring Services rendered (or to be delivered) hereunder shall be governed by the laws of the State of Illinois. Sentry and Subscriber each agree that Lake County Courts will be the sole and proper forum for the resolution of any disputes or the exercise of any remedies under these terms and each shall subject themselves to the personal jurisdiction of such courts and hereby waive any objection, and submit to the services of process of such courts. If any action to enforce one's rights arising out of or relating to this Agreement and these Terms and Conditions, the prevailing party shall recover its reasonable attorneys' fees, costs and expenses from the non-prevailing party.
18. MISCELLANEOUS. Section Headings. The section headings herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this Agreement and these Terms and Conditions.

Village Initial here
Sentry Initial here





338 Egidl Drive
Wheeling, Illinois 60090
(847) 353-7200

SECURITY SERVICE AGREEMENT

Parties: Sentry Security, LLC. ("Sentry")
Village of Hawthorn Woods ("Subscriber")

Date: 1/9/17

Sentry agrees to furnish Subscriber with the services identified below (the "Recurring Services") at the Premises described below. Sentry will also provide such additional services as indicated below and at such time as mutually agreed to by the parties upon request by Subscriber at Sentry's standard rates in effect at the time of request. The transmitting and receiving equipment necessary for monitoring service remains the property of Sentry. Title and ownership of all other equipment, wiring and apparatus shall remain with Sentry, or transfer to subscriber upon full payment of the purchase price, or transfer to subscriber upon completion of the five year contract period. *ent*

CONTRACTED RECURRING SERVICES

- Monitor Burglar Alarm
- at Central Station
- No signal if phone line cut
- Opening/Closing Supervision
- Repair Services
- Inspections

- Monitor Fire Alarm
- at Other _____
- Backup signal if phone line cut
- Log Only
- Parts Only
- Monthly
- Labor Only
- Quarterly
- Monitor Other _____
- Reports
- Other _____
- Annually

- Frequency _____
- T & M Repair
- Other _____

SYSTEM DESCRIPTION

Install security and access control system per signed proposal. Installed price is \$8055.00
System includes alarm monitoring, cellular communicator, and Connect One remote interactive service

PAYMENT: Subscriber agrees to pay:

- (i) Deposit Amount: \$ 3226.00 upon the signing of this Agreement;
- (ii) Completion Charge: \$ 4829.00 upon the completion of the installation of the system;
- (iii) Recurring Services Charge: \$ 75.95 per month paid quarterly in advance for Recurring Services

1. Subscriber agrees to pay Sentry all amounts set forth in this Agreement, including all amounts for any taxes or other charges that may be imposed now or in the future by any governmental authority or communications carrier as a result of providing the Recurring Services identified herein. Quarterly Recurring Maintenance Charges may be prorated based on the actual number of days of Recurring Services if the Effective Date of this Agreement commences on a day other than the first of the month. A late charge of one and one-half percent (1 1/2%) per month may be charged by Sentry to all amounts under this Agreement that remain unpaid for more than thirty (30) days. Sentry may, without recourse or liability, discontinue or terminate the Recurring Services if Subscriber fails to make any payment due hereunder when due.

2. Except as otherwise herein provided, this Agreement shall remain in full force and effect for an initial term of five (5) years from the later of (i) the date of this Agreement or (ii) the date on which the Recurring Service Charges commence (the "Effective Date"), and shall thereafter automatically renew unless terminated in accordance with the following sentence, for successive periods of one month each of which for purposes of this Agreement shall be deemed a renewal term. This Agreement may be terminated by Subscriber only upon written notice to Sentry, by registered or certified mail, made at least thirty (30) days prior to the expiration date of the initial term or any subsequent renewal term. *Sentry (60) out three (3) ent*

3. IN THE EVENT OF TERMINATION BY SUBSCRIBER PRIOR TO THE END OF THE INITIAL TERM OR ANY RENEWAL TERM OF THIS AGREEMENT, ALL AMOUNTS DUE HEREUNDER FOR THE INITIAL TERM OR ANY RENEWAL TERM, AS THE CASE MAY BE, WILL BECOME IMMEDIATELY DUE AND PAYABLE.

4. RESIDENTIAL SUBSCRIBERS ONLY. Any residential Subscriber may cancel this transaction at any time prior to midnight of the third business day after Effective Date of this transaction by written notice delivered to Sentry at the above address.

5. This Agreement shall not be binding upon Sentry unless approved in writing by an officer of Sentry. In the event such approval is not obtained, the sole liability of Sentry shall be to refund to Subscriber any amounts paid to Sentry by Subscriber upon the signing of this Agreement.

Sentry and Subscriber hereby acknowledge that the additional terms and conditions on the reverse side of this Agreement are incorporated herein and made part of this Agreement.

SENTRY SECURITY, LLC.

By: Mike Ragnanese

Authorized Representative

Approved: *David Balestrey*

Officer

SUBSCRIBER

Signature *Joseph Mancino*

MAYOR
Title

Printed Name *Joseph Mancino*

Premises: Hawthorn Woods Public Works 35 Old McHenry Road Hawthorn Woods, IL. 60047

TERMS AND CONDITIONS

1. LIMITATION OF LIABILITY. Subscriber acknowledges and agrees that neither Sentry nor its assignees, employees, or independent contractors, including signal carriers, telephone companies, municipal agencies, and central stations (collectively, "Others"), providing any of the Recurring Services identified herein for Subscriber make any representations or warranties that the system or Recurring Services provided herein will not be circumvented or compromised or that the system or Recurring Services provided herein will provide the protection for which the system or Recurring Services are designed to detect or avert. Subscriber agrees that neither Sentry nor Others is an insurer and this Agreement is not intended to be an insurance policy or a substitute for an insurance policy. Sentry recommends that Subscriber obtain insurance for its own protection. It is the intention of the parties that neither Sentry nor Others assume any responsibility for any loss or damage, irrespective of cause or origin, which results directly or indirectly to person(s) or property from the performance or nonperformance of obligations imposed by this Agreement or from negligence of Sentry or Others for loss or damage sustained through burglary, theft, hold up, fire or any other cause. If there shall at any time be any liability on the part of Sentry or Others by virtue of this Agreement, whether due to negligence of Sentry or Others, Subscriber further agrees that the sole and exclusive remedy of Subscriber shall be limited to the lesser of the sum of the most recent twelve (12) monthly payments under this Agreement or One Thousand Dollars (\$1,000.00). Under no circumstances shall Sentry be responsible for any loss of use, loss of profit, increased operating or maintenance claims or any special indirect or consequential damages.

2. INDEMNIFICATION. If any person not a party to this Agreement shall make any claim or file any lawsuit against Sentry for any reason relating to the system, the Recurring Services or Sentry's duties and obligations pursuant to this Agreement related to the design, installation, repair, monitoring, inspection, operation, or non-operation of the system, Subscriber agrees to indemnify, defend and hold harmless Sentry from any and all claims

and lawsuits, including the payment of damages, expenses, costs and reasonable attorney's fees, whether or not such claims and lawsuits are based on negligence, indemnification, contribution or strict or product liability on the part of Sentry, or Others, except to the extent such claim or lawsuit occurs while an Sentry or Others is on the Premises and such losses, damages, expenses, and liability are solely and directly caused by the acts of Sentry or Others.

3. DEFAULT. Upon default each party contains all rights and remedies at law and in equity.

4. FEE INCREASES. (deleted)

5. INSTALLATION. Subscriber hereby authorizes Sentry and Others to: (a) install the system and to perform the Recurring Services as required to be performed by Sentry hereunder and Subscriber agrees that the wiring Sentry shall run in installing the system shall be exposed wiring, unless this Agreement provides that the wiring shall be run in conduit and (b) enter the Premises for the purpose of making emergency repairs to the system in the event of an emergency occurring during periods of Subscriber's absence and further provided that Subscriber has furnished Sentry with a key to the Premises. Sentry

assumes no responsibility for any delay in the installation of the system or the Recurring Services due to strikes, fires, power failures, interruptions or unavailability of telephone service, acts of God, or any other cause beyond the control of Sentry. Subscriber acknowledges and agrees that Sentry has no ability to determine the location of hidden pipes, wires or other obstructions in the walls, floors or in the ground on or around the Premises. It is Subscriber's obligation to make Sentry aware of any such conditions. Subscriber further agrees that Subscriber shall be solely responsible for any damage resulting from the failure of Subscriber to disclose such conditions. Subscriber understands that the installation of the equipment for the Recurring Services provided under this Agreement will require drilling and cutting of various parts of the Premises and Subscriber gives Sentry and Others permission to do so.

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8. RECEIPT OF ALARM SIGNAL. Upon receipt of an alarm signal from the Premises, Sentry will use its commercially reasonable efforts to call Subscriber or its authorized representative to verify the legitimacy of the signal. If it is determined that an emergency condition exists or if Subscriber cannot be reached to confirm such emergency situation, Sentry or Others, will make commercially reasonable efforts to notify the appropriate police or fire authorities and Subscriber or Subscriber's authorized representative by telephone unless runner service is provided. Should Subscriber's or Subscriber's authorized representative not arrive within thirty (30) minutes to a call of an outside ringer, or an alarm that is continually transmitting alarm signals, Subscriber authorizes Sentry to gain entry to the Premises with an authorized employee of the Village and to remedy any malfunction or behalf of Subscriber. Subscriber further agrees to furnish Sentry with a current list of names, titles, and telephone numbers of personnel to be notified in the event of a receipt of a signal in writing on a continuing basis.

9. TELEPHONE LINES. Subscriber acknowledges that signals from the system will not be received at the monitoring facility if the alarm signals are transmitted over telephone lines that are out of order, disconnected, or otherwise unavailable. If Sentry incurs any increase in charges for the use of telephone lines or other telecommunications lines or services, or if any new or increased taxes or license fees shall be incurred by Sentry which increase the costs of performing this Agreement, the proportional share of such costs shall be payable by Subscriber in increased monthly charges. Subscriber shall give Sentry authority to access connection on Subscriber's telephone lines for the purposes of providing digital dial up alarm service from the Subscriber's location to Sentry

monitoring facility. Subscriber shall pay all telephone bills related to the usage of the alarm communicator.

10. REPAIR SERVICE. If maintenance is provided as part of the Recurring Service Charges for the system, Subscriber authorizes Sentry to repair, inspect, test and service the system between the hours of 8:30 a.m. and 5:00 p.m. CST on Monday through Friday excluding holidays. Subscriber understands that any service requested outside this time frame will be performed at Sentry's sole discretion and billed at Sentry's prevailing wage rates in effect at such time. Service will be provided to those subscribers which elect 24 hour 7 day a week service for no additional charge. Service on maintenance accounts will be done at Sentry's sole cost and expense for normal wear and tear repairs. All other repairs shall be at Subscriber's sole cost and expense. Sentry reserves the right to bill Subscriber for any service calls placed that were the result of Subscriber's negligence. Subscriber agrees to carefully test and check their system on a regular basis, and to immediately report any irregularities or problems to Sentry. Sentry shall make all reasonable repairs as soon as possible upon receipt of notice from Subscriber. Subscriber agrees that Sentry may make all repairs utilizing new or refurbished components or replacement parts. If time and material service is elected, such service will be furnished upon request at Sentry's prevailing wage rates in effect at such time. Subscriber shall be responsible for all charges billed in accordance with this Section 10 and Subscriber acknowledges that any charges billed in accordance with this Section 10 will be a minimum of one hour for all service calls and may include labor, travel time, overtime and trip charges. Payments due under this Section 10 will be due and payable within 60 days upon completion of service.

11. FALSE ALARMS. If Sentry dispatches any governmental authority or agent to respond to false alarms originating from Premises, where Subscriber intentionally, accidentally, or negligently has activated the alarm signal, if Sentry makes a service call caused by the negligence of Subscriber or for any other reason, including equipment failure Subscriber shall be responsible for any and all false alarm fees and/or fines assessed by the appropriate governmental authority with respect to such false alarms and Subscriber shall pay Sentry the charges for each service call at its then prevailing wage rates in effect at such time. Subscriber agrees to pay all false alarm fees or assessments, permits, taxes, fees or other charges by any governmental body relating to the installation or service provided under this Agreement.

12. MONITORING SERVICES. Sentry reserves the right to subcontract all central station monitoring service at its sole discretion including third party central stations, police departments, fire departments and answering services. Any monitoring facilities subcontracted by Sentry assumes no responsibility for interruption of monitoring, repair/or any other Recurring Services due to strikes, riot, lightning, earthquakes, power failures, unavailability of telephone service, or any other cause beyond the control of Sentry or Others.

13. CHANGES IN EQUIPMENT. (deleted)

14. RELOCATION. If Subscriber moves their residence or place of business, the Subscriber may move their alarm service to the new location upon payment of reasonable costs incurred in transferring the System to the new location. The Subscriber shall pay any increased monthly charges that may be incurred by such a move. All terms contained in this

Agreement will remain in full force and effect and the Subscriber shall be bound for the remaining terms of this Agreement.

15. WARRANTIES. The system used to support the Recurring Services sold hereunder has the following LIMITED WARRANTY: The system is warranted to be free from material defects in workmanship or materials for a period of ONE (1) YEAR from the date of completion of the installation. This warranty is void in the cases of abuse, misuse, abnormal use, repair by unauthorized persons, or if for any reason Sentry determines that such system or any parts thereof is or are not operating properly as a result of causes other than poor workmanship or defective materials. THE LIMITED WARRANTY SET FORTH IN THIS SECTION 15 IS EXPRESSLY MADE IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED. INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. IN NO EVENT SHALL SENTRY BE LIABLE TO SUBSCRIBER FOR ANY DIRECT, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH SUBSCRIBER'S USE OF THE SYSTEM, OR FOR ANY OTHER CAUSE WHATSOEVER RELATING TO THE SYSTEM. THE LIMITED WARRANTY IDENTIFIED HEREIN IS LIMITED IN DURATION TO THE ONE (1) YEAR TERM IDENTIFIED HEREIN AND SUBSCRIBER AGREES THAT SENTRY HAS GIVEN SUBSCRIBER NO OTHER WARRANTY.

16. COMPLETE AGREEMENT. This Agreement (together with any individually signed separate system descriptions and/or rider(s) pertaining to this Agreement) is intended by the parties as the final expression of their agreement with respect to the subject matter contained herein and also as the complete and final statement of the terms and conditions of such Agreement. If there is any conflict between this Agreement and the Subscriber's purchase order, or any other document or oral agreement, this Agreement will govern. This Agreement may only be amended in a writing signed by both parties. In the event any term or condition of this Agreement is declared invalid or inoperative, all the remaining terms and conditions shall remain in full force and effect.

17. CHOICE OF LAW VENUE. The validity, interpretation and performance of the terms hereof with respect to any system or the Recurring Services rendered (or to be delivered) hereunder shall be governed by the laws of the State of Illinois. Sentry and Subscriber each agree that Lake County Courts will be the sole and proper forum for the resolution of any disputes or the exercise of any remedies under these terms and each shall subject themselves to the personal jurisdiction of such courts and hereby waive any objection, and submit to the services of process of such courts. If any action to enforce one's rights arising out of or relating to this Agreement and these Terms and Conditions, the prevailing party shall recover its reasonable attorneys' fees, costs and expenses from the non-prevailing party.

18. MISCELLANEOUS Section Headings. The section headings herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this Agreement and these Terms and Conditions.

Village Initial here
Sentry Initial here

