



Proposal: 20354-4-0

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## City of New Braunfels - Westside Community Library Branch v2

Prepared for:

**Debbie Kimball**

**City of New Braunfels**

2932 S. I-35 Frontage Rd  
New Braunfels TX, 78130

Prepared by:

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Proposal Issued:  
**8/31/2021**

Proposal Valid To:  
**9/30/2021**

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## DESCRIPTION

### CLIENT INFORMATION

**Name:** City of New Braunfels

**Site**  
2932 S. I-35 Frontage Rd  
New Braunfels, TX 78130

**Billing**  
550 Landa St  
New Braunfels, TX 78130

**Contact**  
Debbie Kimball, Contract Administrator  
P (830) 221-4081  
E DKimball@nbtexas.org

**PROJECT NAME:** City of New Braunfels - Westside Community Library Branch v2

### PROJECT SCOPE OF WORK

DIR-CPO-4494

Knight Security Systems (KSS) will provide and install an Open Options Access Control and Milestone XProtect Video Surveillance System at the City of New Braunfel's Westside Community Library Branch. System installation includes hardware, system licenses, and configuration unless otherwise stated.

- \*All systems designed to integrate with DNA Fusion
- \*Conduit and back boxes provided by others
- \*Electrified locking hardware, power transfer hinges and high in-rush power supplies will be provided by others
- \*Lift rental is not included in this proposal and shall be provided by the Customer, if required.
- \*Network cable for cameras to be provided by others

#### Access Control System

KSS will furnish and install the following:

- (1) 8 door LifeSafety power supply
- (1) Open Options SSP-D2 access control module
- (1) RSC-2 expansion module
- (4) single doors will have the following installed:
  - (1) card reader
  - (1) door position sensor
  - Electrified locking hardware (provided and installed by others)
- Initial programming will include:
  - Door enrollment into one main access level and time schedule
    - Customer will be responsible for creating additional access levels and schedules
  - (2) system user levels
    - Operator
    - Administrator
  - (3) time schedules
    - May be assigned to cardholders, doors, or automation outputs
  - (1) access level
    - Associates available doors and times allowed to cardholders
  - (7) holiday days
    - Allows doors that are scheduled open to remain locked on holidays

Door fit and finish provided by General Contractor or hardware trade. KSS cannot provide services to correct alignment issues and will not modify doors, frames, or hardware for the purpose of correct operation of the door. Each device will include the necessary mounting hardware, license and one year manufacturer software license support.

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### **Video Surveillance System**

KSS will furnish and install the following:

- (5) Hanwha PNM-9085RQZ multi-directional exterior cameras with corner mounts
- (2) Hanwha XNV-8081R 5MP exterior cameras with corner mounts
- (9) Hanwha XND-6081RV 2MP interior cameras with wall mounts
- (2) Hanwha PNM-9000VD 5MP multi-directional cameras with corner mounts (Two 4.6mm lens per camera)
- Initial programming will include:
  - Enrolling the cameras and setting up basic motion detection
  - (1) administrative account
  - (1) view only account
  - Estimated days of storage 30+
  - 1080p at H.264 and 15 FPS
  - Calculations are based on 40% motion detection or event recording

The NVR storage capacity is an approximate estimate based on general conditions that KSS does not guarantee. Each device will include the necessary mounting hardware, license and one year manufacturer software license support.

### **Customer Provided Items**

- Electronic drawing files of the plans and approval of device layout
- Individual software administrator logins for personnel at each location for each system
- Assigning different schedules and access levels to the access control doors
- Existing client workstations that meet the system minimal requirements
- Rack space and uninterruptable power supply in the MDF room for rack mount units
- Wall space and 3/4" plywood backboard for wall mount units
- Network configurations for connection of devices to Customer's network
- 120VAC by a certified electrician for all security devices where needed
- Exterior and fire partition penetrations where needed
- A dry contact connection from the fire system for fire drop out if needed

### **Finance**

Purchaser hereby agrees to pay KSS the following terms:

The Customer is required to pay every invoice in full within 30 days of receiving the invoice.

Project Milestones and Invoicing Procedures

- The balance is due and payable in progress payments based upon material delivered or work completed

Refer to the Standard Terms and Conditions sections 8H, 8I, and 8J.

Any changes from the base price will be adjusted with approved change orders from the Customer. The as-built plans will be submitted along with the final submittal package to the Customer.

### **Engineering**

KSS shall provide system design and operational documentation to ensure proper installation and efficient servicing of the system. KSS will provide submittal plans that will show where each device is located at each site. The submittal plans will also include a system matrix, which includes the schedule of each device and the programming setup into the security system software.

### **Cabling & Wiring**

KSS will be responsible to install all the wiring and connections providing communication and/or control between KSS supplied devices and central control equipment. All wires will be dressed in a neat and professional manner.

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KSS will not provide any conduit or trenching required to reach each device. It is the Customer's responsibility to provide a pathway for all wiring required for each device. KSS is not responsible for any existing wiring being used. A quote will be provided to the Customer for any wiring that is found to be unusable

**Field Devices**

KSS will provide all necessary devices and hardware included on the equipment list attached. The devices on the security plans will be installed and programmed into the system according to the system matrix. KSS is not responsible for any existing devices being reused. If any existing devices are found to be unusable then a quote will be provided to the Customer to replace the device. KSS is not responsible for any damages done from the existing devices being removed. The Customer is responsible to patch and repair any damages done from existing devices removed.

**Programming**

KSS trained personnel will program the security system to provide a functioning operational system. KSS will support Customer programming personnel and set up remote field panels consistent with manufacturer standards. KSS will program each device according to the system matrix provided in the security plans. If any additional programming or special programming outside the system matrix is needed an approved change order from the Customer is required.

Customer to furnish IP addressing scheme for all devices requiring an IP address on the network. KSS will provide a list of devices that need IP addresses to the Customer.

**Rental Equipment**

Lift rental is not included in this proposal and shall be provided by the Customer if required.

**Testing**

KSS will perform acceptance testing in the presence of the appointed Customer representative to ensure proper operation and communication of all integrated systems. A test sheet with a check list for each device will be provided by KSS and signed by the Customer representative upon successful completion of a system acceptance test. The final system test report will be sent to all parties.

A punch list detailing items requiring a follow up that is within this scope of work will be created. KSS will correct the punch list items in a mutually agreed upon time. If the Customer wants something changed after the test sheet has been signed additional charges will be applied.

Upon system acceptance, a KSS job completion form shall be signed and sent to all parties. It is the Customer's responsibility to ensure proper periodic testing per the manufacturer's recommendation if a signed SecurePlan agreement is not in place.

**Training**

Training will not be provided in this proposal.

**Standard Proposal Notes:**

1. This proposal will follow the guidelines stated in DIR contract number DIR-CPO-4494 Standard Terms and Conditions.
2. This proposal is valid for 30 days. After the 30 days the quote is no longer valid and a new quote needs to be regenerated and prices may vary.
3. A standard 1 year warranty applies on all newly installed equipment.
4. Final Location of all equipment to be approved by owner prior to start of installation.
5. Work provided by KSS is assumed to be continuous, unhindered and without the need for escorts. Additional costs will be incurred if work is slowed by denial or delay of access to the work areas without three days' notice, or if escorts are required at any time. Any cessation of work by the customer or delays in the project construction schedule will result in additional mobilization and project management charges.
6. The quantities of materials noted above scope of work are intended to be descriptive. Should there be any discrepancy between the scope of work and the equipment list, the equipment list will supersede the scope of work stated above.
7. All work will be done following federal, state, and local laws and requirements for the above scope of work.

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1. All 120 VAC connections are to be performed by customer or customer's designated licensed Electrical contractor.
2. Fire alarm interface, cabling, connection, input/output, testing and certification.
3. Any city or other governmental permits, not associated with this scope of work, required for the use and operation of the system.
4. Access to device location, penetrations, required access panels for concealed areas.
5. If not stated above wire mold, conduit, trenching, wireless devices or aerial cabling necessary to connect any remote locations or gates, computer workstations to operate the system, and network equipment to provided power and data communication for devices.
6. Overtime required due to schedule revisions, work stoppages, delays caused by others, or circumstances beyond Knight Security Systems control.
7. Final terminations and connections to equipment other than provided by Knight Security Systems.
8. Any trade installation that Knight Security Systems is not licensed to perform.
9. Painting, patching or landscaping required as a result of the installation of equipment associated with this scope of work.
10. Technical assistance or the setup of the customer's network for connection to the security control systems. The customer is required to provide static IP addresses and support personnel for assistance in setting up the network connections.

**Roles & Responsibilities**

Essential activities conducted in the course of project by the Customer, Knight Security Systems (KSS), and the General Contractor (GC).

<b>Project Administration Tasks</b>	<b>Customer</b>	<b>KSS</b>
General project management & administration		X
Designate primary customer point of contact and site supervisor		X
Host initial site orientation and kick-off meeting	X	
Pre-installation walk-through and design verification	X	
Pre-construction utility assessment	X	
System design and engineering		X
System design and engineering approval	X	
Develop master project schedule		X
Approval of master project schedule	X	
System design acceptance within overall master plan of larger facility	X	
Provide lists of existing equipment and building drawing backgrounds	X	
Develop and maintain drawings and equipment schedules		X
Provide written communication regarding work site conditions	X	
Coordinate monthly in-progress reviews for active sites		X
Change order management		X

<b>Project Installation Tasks</b>	<b>Customer</b>	<b>KSS</b>
Provide locations for materials staging	X	
Materials pre-installation configuration and delivery		X
Pre-installation testing of existing equipment		X
Installation of electric locking hardware		X
Installation of electric locking mechanism power supplies		X
Installation of device power supplies		X
120VAC at each device location where needed	X	
Building penetrations to exterior		
Fire partition penetrations and sealing		X
Installation of conduit to security system devices where needed		
Installation of cables to security system devices		X
Network cables from security system devices to copper patch panels		
Patch cables between patch panels and network switches		X

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Create panel, cable, and equipment labeling scheme	X	
Install cable labels per labeling scheme		X

<b>Network Tasks</b>	<b>Customer</b>	<b>KSS</b>
Rack and rack space for rack mount equipment	X	
Network PoE switches and configuration	X	
Patch panels and uninterruptable power supply	X	X
IP address assignment for security system equipment and workstations	X	
Configure client workstations to the security system		X

<b>Programming Tasks</b>	<b>Customer</b>	<b>KSS</b>
Create custom security system programming matrix		X
Program initial security system configuration		X
Import initial cardholder database from Owner provided information	N/A	
Develop and implement database update procedure	X	

<b>Testing and Acceptance Tasks</b>	<b>Customer</b>	<b>KSS</b>
System test forms and checklists		X
Full system test		X
Customer on-site system acceptance	X	
As-built drawings and final engineering document submittal		X

## PROJECT INVESTMENT

### Investment Summary

**Total Proposal Amount**

**\$48,948.00**

*Note: Sales tax, if applicable, is not included on this proposal and will be added to the total upon invoicing.*

#### Investment Total

Knight Security Systems will provide the proposed system as described in this proposal for the sum of: **\$48,947.56**

The price above includes: material, equipment and labor as described within this proposal.

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**Proposal Acceptance:**

I have read the **General Terms and Conditions** of the sale, understand them fully, and agree to abide by them. I have also read and understand the payment terms as set forth in the **Customers Responsibilities** section of the agreement as well as the **Schedule of Equipment** as listed.

I hereby certify that I am authorized by my company to sign this agreement. Knight Security Systems is hereby authorized to perform the work as specified.

**KNIGHT SECURITY SYSTEMS**

**City of New Braunfels**

**By:** \_\_\_\_\_  
 Signature

\_\_\_\_\_  
 ISR  
 Title

\_\_\_\_\_  
 Tess Willems  
 Print Name

**By:** \_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Contract Administrator  
 Title

\_\_\_\_\_  
 Debbie Kimball  
 Print Name

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## TERMS & CONDITIONS

### Limited Warranty.

**A. What is Covered.** For one (1) year after System Acceptance, Knight will repair or replace any defective part of the System without charge to Purchaser. Knight may use new or used parts of the same quality. Knight may keep all replaced components.

**B. How To Get Service.** Call or e-mail Knight at the e-mail address and telephone number at the top of this agreement and tell Knight what is wrong with the System. Knight will provide service as soon as possible during Knight's normal business hours which are 8:00AM to 5:00PM Monday through Friday, excluding holidays Knight observes. A responsible adult must be at the premises at the time Knight visits. Emergency repair service is available at other times for an additional charge. SecurePlan customers should follow the exclusive SecurePlan service request procedure.

**C. What Is Not Included.** Repair of the System is Knight's only duty. This warranty does not include disposable batteries. Knight makes no other express warranty including any warranty of merchantability of the System or its fitness for any special purpose. Knight does not warrant that the System cannot be defeated or compromised or that it will always operate. This warranty does not cover repairs that are needed because of an accident, acts of God, misuse or abuse of the System, Purchaser's failure to properly use the System, or any other reason except a defect in the equipment or Knight's installation. **Knight is not liable for consequential or incidental damages. Purchaser agrees that this is Knight's only warranty and that Knight has given Purchaser no other warranty for the System. All implied warranties are limited in duration to the one year term of this express warranty.** Repairs not covered by this warranty will be charged to Purchaser at Knight's standard rates for labor and materials and Purchaser agrees to pay the same.

**D. State Law.** Some states do not allow the exclusion or the limitation of consequential or incidental damages, or a limitation on the duration of implied warranties, so the above limitations or exclusions may not apply. The warranty gives you specific legal rights and you may also have other rights, which may vary from state to state.

**After Warranty Service.** If Purchaser has subscribed to SecurePlan, Knight will continue to service the System in accordance with the provisions of the SecurePlan program. If Purchaser has not subscribed to SecurePlan, then at the end of Knight's one (1) year limited warranty, Knight will continue to repair the System on a time and material basis. Purchaser will pay Knight's standard parts and labor charges for all repair calls. There will be a one (1) hour minimum visit charge for each repair call. See Knight's Limited Warranty on how to request repair service. Payment is due upon completion of the work.

**Regulatory Agencies.** Knight operates under the regulatory authority of the following State of Texas agencies: Department of Public Safety, Texas Private Security Board, P.O. Box 4087, Austin, Texas 78773-0001, 512/463-5545, License # B-3566; Texas Department of Insurance, Office of the State Fire Marshal; P.O.Box 149221, Austin, Texas 78714-9221, 512/463-6169, License # ACR-84110-647.

**Document Conflict.** It is understood and agreed by and between the parties hereto, that if there is any conflict in this agreement and any other document, this agreement will govern, whether such other document is prior, coincident or subsequent to this agreement.

**Taxes, Fees, Permits, Fines.** In addition to the charges set forth herein, Purchaser agrees to pay any and all false alarm assessments, taxes, fees or other charges relating to the System installation, System use or services provided under this agreement which are authorized or imposed by any governmental body or other organization to whose facilities the System is connected. In addition Purchaser agrees to have the System licensed, permitted, registered or the like when required by any governmental agency and to pay any and all required fees for same.

**Knight Not An Insurer And Limitation Of Liability.** Purchaser acknowledges that Knight has not represented or warranted that the System may not be compromised or circumvented, that the System will prevent any loss by burglary, theft, robbery, fire or otherwise or that the System will in all cases provide the detection for which it is installed or intended. Purchaser does further acknowledge that Purchaser assumes all risk for loss or damage to Purchaser's premises, property or contents and that Knight has made no representations or warranties, nor has the Purchaser relied on any representation or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular use, except as set forth herein. Purchaser acknowledges that Knight is not an insurer and that insurance if any shall be obtained by the Purchaser and that the payments stipulated hereinbefore are based solely upon the value of the System and services herein described and are unrelated to the value of Purchaser's premises, property or contents. It is not the intention of the parties of this agreement that Knight assume responsibility for any loss occasioned by malfeasance or misfeasance in the performance of the System or services under this agreement or for any loss or damage sustained through burglary, theft, robbery, fire or other cause by virtue of this agreement or because of the relation herein established. Purchaser further agrees to not subrogate with any person or insurer against Knight. From the nature of the System to be installed and/or the services to be performed, it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the failure of the System, installation, monitoring or other services or on the part of Knight to perform any of its obligations hereunder. If there shall, notwithstanding the provisions herein, at any time be or arise any liability on the part of Knight by virtue of this agreement or because of the relation hereby established, whether due to Knight's breach of this agreement, negligence of Knight, Knight's failure to perform any of its obligations hereunder, including installation, monitoring or service, or otherwise, such liability is and shall be limited to a sum equal in amount to the annual monitoring fee, five percent (5%) of the total sale and installation amount or five hundred dollars (\$500.00), whichever is the greater. This liability shall be complete and exclusive. Purchaser may obtain from Knight a higher limitation of liability for an additional periodic charge. If Purchaser elects this option, Knight will attach a rider to this agreement, which will set forth the amount of the higher limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of liability does not mean that Knight is an insurer.

**Indemnification.** Purchaser agrees to and shall indemnify and save Knight harmless, its employees and agents, for and against all third party claims, lawsuits and losses alleged to be caused by Knight's performance, negligent performance or failure to perform its obligations under this agreement except that this indemnity clause shall not extend to damage, loss, liability or injuries which occur while an employee or agent of Knight is on the premises of the Purchaser and which damage, loss, liability or injuries are solely and directly caused by the acts of said employee or agent.

**System Acceptance.** Purchaser agrees to inspect and provide written acceptance of the system installation within (30) days within of the notice of completion by Knight, or within 30 days of the commencement of beneficial use of the system or system elements provided, whichever is earlier. Errors or omissions in the installation of System, including but not limited to failure to install or wire detection devices, shall be called to the attention of Knight by Purchaser in writing within

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thirty (30) days of final billing of installation charges stipulated in paragraph 2.A of this agreement. Upon the expiration of the said thirty (30) day period, the installation and the System provided shall be deemed complete and acceptable to Purchaser.

**Increase Of Monitoring/Service Fees.** Notwithstanding the terms and conditions set forth herein, after the term for monitoring service, Knight may at any time, increase the monthly System monitoring fee and/or service fee upon giving the Purchaser notice in writing. In the event Purchaser is unwilling to pay the increased fee(s), Purchaser may terminate the System monitoring and/or System service upon giving notice in writing to Knight within thirty (30) days from receipt of Knight's notice, provided Purchaser shall not be in default of any provisions, terms or conditions of this agreement. Failure to notify Knight within said thirty (30) days will constitute Purchaser's consent to the increased fee(s) and all other provisions, terms and conditions of this agreement shall remain in full force and effect.

**System Use And Testing.** To obtain proper results from the operation of the System, Purchaser agrees to perform weekly tests and inspections of the entire System and to notify Knight as soon as practical to have System repaired if a failure is detected with the System. Purchaser will instruct all other persons who may use the System on its proper use. If the System includes interior detection (e.g., motion detectors, glass break detectors, smoke detectors, heat detectors or other such detectors), Purchaser agrees to turn off, control or remove all things such as air conditioning systems, insect fogging products and pets that might interfere with such devices.

**False Alarm & Warranty Service Calls.** In the event Purchaser or any user of the System shall cause an excessive number of false alarms or service calls through carelessness, the malicious or accidental use of the System or in the event Purchaser shall in any manner misuse or abuse the System, it shall constitute a material breach of contract on the part of Purchaser and Knight may, at its option, in addition to other legal remedies, be excused from further performance upon the giving of ten (10) days notice to Purchaser. Knight's excuse from performance shall not affect Knight's right to recover damages from Purchaser. In the event a fine, penalty, fee or the like is assessed against Knight by any governmental or municipality agency as a result of any false alarm or misuse of Purchaser's System, Purchaser agrees to forthwith reimburse Knight upon Knight giving notice to Purchaser.

**Telephone Line.** Purchaser understands that all System monitoring signals are transmitted over regular telephone lines, which are wholly beyond the control and jurisdiction of Knight. Purchaser will pay for all telephone company charges. Knight requires the use of a RJ31X or equivalent telephone jack to give the System priority over telephones on Purchaser's premises; however, when the System is activated, other calls (such as calls to the 911 emergency operator) cannot be made, and therefore, Purchaser may wish to have the System connected to a second telephone line. If Purchaser's telephone service is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and Knight will not know of the telephone service problem or outage. Purchaser acknowledges that Knight has advised Purchaser of the availability of wireless radio transmission of System monitoring signals in the event of telephone service interruption.

**Additional Detection Equipment.** Purchaser acknowledges that additional fire, intrusion, robbery or supervisory detection devices are available at additional cost.

**Installation Or Service Of System.** Purchaser authorizes Knight to install and/or service or cause to be installed and/or serviced, the devices specified in the schedule of devices including instruments, appliances and all necessary connections, wires, conduits and other materials associated herewith. Knight may, at its sole discretion, subcontract all or part of the installation or service of the System. Purchaser will make premises available during Knight's normal working hours of 8:00 A.M. through 5:00 P.M., Monday through Friday exclusive of Knight's scheduled holidays unless an alternative time has been arranged and agreed to by both Knight and Purchaser. Purchaser has the affirmative duty to inform Knight, prior to beginning of installation, of every location at the premises where Knight should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. If asbestos or other health hazardous material is encountered during installation, Knight will cease work until Purchaser has, at Purchaser's sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to Knight's personnel. In no case shall Knight be liable for discovery or exposure of hidden asbestos or other hazardous material, and Purchaser shall indemnify and hold Knight and its employees harmless from any claims brought against Knight and/or its employees by third parties for damages, personal injury, death, emotional injury, whether actual or prospective allegedly caused by the presence, spread, ingestion or inhalation of any substance/vapor on or originating from Purchaser's premises. Purchaser understands that the installation will necessitate drilling into various parts of the premises. Knight generally intends to conceal wiring in the finished areas of the premises; however, in areas which, due to construction, decoration, or furnishing of the premises, Knight determines, in its sole discretion, that it would be impractical to conceal the wiring, in such cases wire will be exposed. To facilitate the installation and operation of the System, Purchaser will repair any broken or loose doors, windows or other parts of the premises as Knight may reasonably request. Purchaser agrees to provide 110 volt AC electrical outlets (dedicated circuits when required) at the designated locations for devices requiring such power.

**Delay/Interruption Of Installation, Monitoring Or Service.** Purchaser hereby agrees that Knight assumes no liability for delays or interruption in installation, monitoring or service of System whether due to heavy workload, labor disputes of any nature, strikes, riots, storms, natural disasters, fires, power failures, insurrection, interruption of or unavailability of telephone service, or any other cause beyond the control of Knight and will not be required to furnish installation, monitoring or service while any such cause shall continue.

**Default Or Termination.** If Purchaser fails to pay any amounts agreed herein or provided for herein within ten (10) days after the same is due and payable or if Purchaser fails to observe, keep or perform any other provision, term or condition of this agreement, Purchaser hereby agrees that Knight shall have the right to exercise any of the following remedies: (a) to declare the entire amount of moneys due hereunder, immediately due and payable upon notice or demand to Purchaser; (b) to initiate any legal proceedings and recover all moneys due hereunder, accrued and thereafter accruing, including without limitation, reasonable attorney's fees; (c) to enter Purchaser's premises and take possession of any and all devices of System not paid for, without any court order or other process of law, and any said taking of possession shall not constitute a termination of this agreement unless Knight expressly so notifies Purchaser in writing; (d) to terminate this agreement; (e) to pursue any other remedy at law or in equity. Notwithstanding any said removal or any other action which Knight may take, Purchaser shall be and remain liable for the full performance of all provisions, terms and conditions on the part of Purchaser under this agreement. All such remedies are cumulative and may be exercised concurrently or separately. Purchaser shall be liable for all expenses Knight may incur in connection with the enforcement of any of its remedies herein, including without limitation, reasonable attorney's fees and any amounts established by state or federal statute or regulation. If Knight elects to exercise any or all of the above provisions, it shall not be considered to constitute a breach by Knight of this agreement or waiver of Knight's rights to which it may be entitled under the law. Purchaser further agrees that Knight shall not be liable for any damage caused to the Purchaser's premises by the removal of System or devices.

**Title Of System.** Knight retains title to the System and all components and devices until such time as Purchaser shall pay for said System in full.

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**Pre-Existing Equipment And Devices.** Knight assumes no liability and gives no warranty, limited or otherwise, for equipment, devices, wiring, services or the like not installed or provided by Knight pursuant to this agreement.

**Authorized Users And Emergency Contact List.** Purchaser agrees to furnish to Knight forthwith a written list of names, necessary telephone numbers and verbal passcodes of all System users and emergency contact persons authorized to enter the Purchaser's premises. In addition Purchaser shall notify Knight in writing of all changes, revisions and modifications of the above stated users and emergency contact persons or changes to the Purchaser's premises address, telephone, or the like.

**Monitoring Service.** If Purchaser has subscribed to monitoring service, Knight, upon receipt of a signal from the System shall, without warranty and when permissible by law, make a reasonable effort to do the following: (a) Upon receipt of an intrusion alarm signal, call the Purchaser's premises to verify an authorized user. If unable to verify an authorized user at the Purchaser's premises, notify the Public Police Department of the respective jurisdiction of the Purchaser's premises and notify the emergency contact person by calling the emergency contact person's telephone number. (b) Upon receipt of a holdup, duress or panic alarm signal, notify the Public Police Department of the respective jurisdiction of the Purchaser's premises and notify the emergency contact person by calling the emergency contact person's telephone number. (c) Upon receipt of a fire alarm signal, notify the Public Fire Department of the respective jurisdiction of the Purchaser's premises, notify the Purchaser's premises and if unable to notify Purchaser, notify the emergency contact person by calling the emergency contact person's telephone number. (d) Upon receipt of a System supervisory, trouble or failed System test signal or the like, call the Purchaser's premises during Knight's normal business hours to notify Purchaser and if unable to notify Purchaser, notify the emergency contact person by calling the emergency contact person's telephone number. The above listed procedures may be altered by Purchaser, when allowed by law, only upon Purchaser's written request of Knight. Monitoring may be provided by Knight or an independent monitoring facility selected by Knight.

**Late/Interest Fees & Attorney's Fees.** Purchaser shall pay late fees and interest in amounts allowable by Texas law for all moneys not paid to Knight when due and payable. Additionally, in the event it shall become necessary for Knight to institute legal proceedings to collect any amount due Knight under this agreement, Purchaser shall pay Knight reasonable attorney's fees when permitted by law. Both Knight and Purchaser agree that no demand for arbitration, lawsuit or any other legal proceeding connected with this agreement shall be brought or filed more than one year after the incident giving rise to the claim occurred. In addition any such legal proceeding shall not be heard before a jury. Each party gives up any right to a jury trial.

**Assignees And Subcontractors.** Knight may transfer or assign this agreement to any other entity including an alarm company or lender. Purchaser may not transfer this agreement to someone else (including someone who purchases or rents Purchaser's premises) unless Knight approves the transfer in writing. Knight may use subcontractors to provide installation, repair or monitoring services, and this agreement, shall apply to the work or services they provide, and shall apply to them and protect them in the same manner as it applies to and protects Knight.

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