

Commercial Fire No Security Complete Package 11012023

SUPERIOR is Licensed and Regulated by the Texas Department of Public Safety, Private Security Bureau. Complaints may be directed to PO Box 4087 Austin, Texas 78773-001, 512-424-7293 or private_security_bureau@dps.texas.gov, License No: B04881. Regulated by Texas Fire Marshal's Office, Complaints Directed to: PO Box 149221 Austin, Texas 78714, 512-305-7900, http://www.tdi.state.tx.us/fire, License No: ACR-1750547. Fire Alarm All in One Agreement, Schedule of Equipment and Services, Disclaimer Notice, All in One Call List-TX, ACH & Payment Form Kenneth Kirshenbaum, Esq., Tel (516) 747-6700 KIRSCHENBAUM CONTACTS ©Copyright 1-2018, 1-2023 & 9-12-2023

For Office Use:

Acct # _____ J# _____ Approval: _____ Date: _____ Time: _____

Rush Job: _____ Special Handling: _____ Subscriber Name: Webb County



SUPERIOR ALARMS
600 Ash Avenue
McAllen, TX 78501
(956) 682-6005

**SCHEDULE OF FIRE EQUIPMENT AND SERVICES
(Work Order)**

Subscriber's Name: Webb County

Address: 1000 Houston St. Laredo, Tx. 78040

Address where work will be performed: 1000 Houston St. Laredo, Tx. 78040

Phone Number: 956-523-4615

Phone Number: 956-523-4600

Email Address: juguerrero@webbcountytx.gov

In accordance with the agreement between SUPERIOR ALARMS (hereinafter referred to as "SUPERIOR" or ALARM COMPANY) and Subscriber, which this Schedule supplements, the following equipment will be installed. Should additional devices be required by code or the AHJ then the additional devices and labor to install the additional devices will be charged at SUPERIOR'S then prevailing rates for labor and equipment and Subscriber agrees to pay such charges at time of installation. All provisions of the agreement govern the installation and nothing contained herein is intended to modify or terminate the agreement or any provision contained therein.

Fire System at Site: Yes No Existing Control Panel Model at Site: N/A

Description of Equipment (Quantity, Model #, Part #, Color, etc...):

Describe Scope of Work, Monitoring Service, Service/Work to be Provided:

REF: Attached list with PO# & locations

connect & activate fire alarm monitoring.

Date: _____

SUPERIOR ALARMS:

By: Roger Rea
Signature

SUBSCRIBER:

Signature by Authorized Officer (Name must be printed below)
Juan Guerra
Printed Name

SUPERIOR ALARMS
600 Ash Avenue
McAllen, TX 78501
(956) 682-6005

STANDARD FIRE ALARM AGREEMENT

Dated: _____

Subscriber's Name: Webb County

Telephone #: 956-523-4615 Cell Phone: 956-523-4600

Address where work will be performed: 1000 Houston St. Laredo, Tx. 78040

Address: 1000 Houston St. Laredo, Tx. 78040

Email: juguerrero@webbcountytx.gov

Billing Address: 1000 Houston St. Laredo, Tx. 78040

SALE AND INSTALLATION

SUPERIOR ALARMS (hereinafter referred to as "SUPERIOR" or "ALARM COMPANY") agrees to sell, install, and instruct Subscriber in the proper use of the Fire Alarm Equipment or System, at Subscriber's premises, and Subscriber agrees to buy, such system in accordance with this agreement, consisting of the following equipment: **See attached Schedule of Equipment and Services for included equipment, sale and installation information.** Passcode to software remains the property of SUPERIOR. Software programmed by SUPERIOR is the intellectual property of SUPERIOR 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. SUPERIOR's signs and decals remain the property of SUPERIOR and must be removed upon termination of this agreement.

Purchase Price: \$ 12,939.60 Approximate date work to begin _____

Taxes: \$ 0.00 Estimated date work to be substantially completed _____

Total: \$ 12,939.60

Down Payment: \$ 0.00

Balance due upon completion of installation: \$ 12,939.60

Check if Communication System, consisting of software, radio, cellular or communication connective devices, remains the property of SUPERIOR. The agreed value of the Communication System is \$1800.00.

Check if Fire Alarm System to Code:
Fire alarm system is to be installed pursuant to filed plans and specifications approved by Authority Having Jurisdiction [AHJ].

Check if system includes Area of Refuge two way communication system. If this service is included SUPERIOR will install, pursuant to filed and approved plans and specification with the Building Department, AHJ requirements for a two-way communication system which shall have a timed automatic telephone dial-out capability to a monitoring location or 911. The two-way communication system shall include both audible and visible signals unless otherwise directed by the AHJ. All references to the fire alarm system in this agreement shall include the Area of Refuge system.

Check if system includes In-Building Wireless Communications Systems for Emergency Responders, Signal Boosters and Bi-Directional Amplifiers (BDA), which systems require testing and service. See Schedule of Equipment and Services to determine if this service includes wireless system design, surveys, radio equipment installation, testing, coordination and permits with AHJ. All references to the fire alarm system in this agreement shall include the In-Building Wireless Communications Systems for Emergency Responders.

NOTICE: Unless a Fire Alarm System to Code is selected to be installed, SUPERIOR makes no representation that the fire alarm detection equipment meets local code, fire department or any Authority Having Jurisdiction [AHJ] requirements, and it is not SUPERIOR's responsibility to apply for any permits or fees in connection with such equipment. The law requires and SUPERIOR recommends that Subscriber install a Fire Alarm System to code with plans and specifications filed with AHJ, properly permitted, inspected and approved by AHJ. Subscriber represents that existing fire alarm system is approved by AHJ and that any repairs or replacement parts installed by SUPERIOR are not additional equipment which would require AHJ approval. SUPERIOR may in its sole discretion notify AHJ if SUPERIOR's services are to be terminated or have terminated or that the fire alarm system is not functioning and SUPERIOR is unable to provide monitoring or the fire alarm system is otherwise non-compliant with applicable fire codes.

CHECK BOX FOR APPROPRIATE SERVICES: Only services selected are included:

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

Billing shall be: Monthly Quarter-Annually Semi-Annually Annually

1. MONITORING CHARGES:

Subscriber agrees to pay SUPERIOR the sum of \$_____ per month for the monitoring of the FIRE ALARM system for the term of this agreement

2. SERVICE CHARGES: (Select a or b; if neither is selected, default is a)

(a) Subscriber agrees to pay SUPERIOR on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay SUPERIOR for all parts and labor at the time of service.

(b) Subscriber agrees to pay SUPERIOR the sum of \$_____ per month, for the term of this agreement for labor and material to service the fire alarm system for damage caused by ordinary wear and tear. 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 Repair Service Plan and will be repaired or replaced at Subscriber's expense payable at time of service.

3. INSPECTIONS: Systems to be inspected: Fire Alarm Area of Refuge In-Building Wireless Communication. (Select a or b; if neither is selected, default is b)

Unless otherwise noted in the Schedule of Equipment and Services inspection will be performed to meet the minimum requirements of the applicable code or AHJ. SUPERIOR will notify Subscriber to schedule inspection and it is Subscriber's responsibility to schedule and permit access. Testing at inspection tests only that accessible components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair. If sprinkler alarm or other device monitoring water flow is inspected, the inspection does not include inspection or testing of sufficiency of water supply, for which SUPERIOR has no responsibility or liability.

(a) Subscriber agrees to pay SUPERIOR the sum of \$_____ per month for the term of this agreement for inspection service. If this option is selected, SUPERIOR will make _____ inspection(s) of the fire alarm system per year. Any additional inspections required by Authority Having Jurisdiction (AHJ) for the alarm system or other trade installations will be charged at SUPERIOR'S then prevailing rates which Subscriber agrees to pay.

(b) Subscriber agrees to pay SUPERIOR on a per call basis for inspection service at SUPERIOR'S then prevailing rates. This does not obligate Subscriber to request service or for SUPERIOR to perform inspection upon such request.

4. MONITORING CENTER CERTIFICATE: Subscriber agrees to pay SUPERIOR the sum of \$_____ per month for the term of this agreement, for an Underwriters Laboratories Inc. (UL) Fire Alarm Certificate service. If this option is selected SUPERIOR will issue a UL Certificate for the fire alarm system. Subscriber acknowledges that UL is a separate AHJ that may want to inspect the fire alarm system. UL or the Local AHJ can require changes to the fire alarm system to keep the Certificate in force. Subscriber agrees to pay SUPERIOR for any inspections or required changes at SUPERIOR's then prevailing rates.

5. RUNNER SERVICE: Subscriber agrees to pay SUPERIOR the sum of \$_____ per month for the term of this agreement, for UL Runner Response Service for up to _____ Runs per year. If this option is selected SUPERIOR's Runner

upon notification from Monitoring Center of any alarm, supervisory or trouble signals, to the best of SUPERIOR's ability will respond to Subscriber's location within 1 hour for alarm and supervisory signals and 4 hours for trouble signals. Subscriber agrees to issue SUPERIOR 2 sets of all keys necessary for SUPERIOR to enter into all locked areas of Subscriber's location. Subscriber agrees to pay SUPERIOR for any additional Runs at SUPERIOR's then prevailing labor rate. Subscriber acknowledges that Runner Service is for response only and does not cover any work or repairs once SUPERIOR is on site.

IN LIEU OF SEPARATE RECURRING CHARGES IN PARAGRAPHS 1-5 ABOVE, SUBSCRIBER SHALL PAY

\$ _____ PER MONTH WHICH INCLUDES ALL THE CHECKED SERVICES IN PARAGRAPHS 1-5.

6. MONITORING SERVICES PROVIDED: Upon receipt of a fire alarm signal from Subscriber's fire alarm system, SUPERIOR or its designee Monitoring Center shall make every reasonable effort to notify Subscriber and the appropriate municipal fire department and comply with AHJ dispatch procedures. Only Subscriber will be notified of fire trouble, fire supervisory or other off normal signals as soon as may be practical. Not all signals or transmissions will require notification to the authorities, and Subscriber may obtain a written response policy from SUPERIOR upon written request. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to fire departments are not monitored by personnel of SUPERIOR or its Monitoring Center and SUPERIOR 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, Managed Facilities Voice Networks, VOIP, or other modes of communication pass through communication networks wholly beyond the control of SUPERIOR and are not maintained by SUPERIOR except SUPERIOR may own the radio network and SUPERIOR shall not be responsible for any failure which prevents transmission signals or data from reaching the Monitoring Center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the communication equipment. The fire alarm system and communication pathway may not function during a power failure or not maintain functionality for a 24-hour period as required by NFPA-72 for fire alarm systems and Subscriber is responsible for verifying operation of the communication pathway with the communications pathway provider. Subscriber agrees to furnish SUPERIOR with a written Call List of names and telephone numbers of persons Subscriber wishes to receive notification of fire alarm signals. Unless otherwise provided in the Call List SUPERIOR 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 SUPERIOR's notification obligation. All changes and revisions to the account information shall be supplied to SUPERIOR in writing. Subscriber authorizes SUPERIOR to access the control panel and/or communicator to input or delete data and programming. If Subscriber requests SUPERIOR to reprogram system functions remotely, Subscriber shall pay SUPERIOR SUPERIOR's then prevailing rates for each such service, and any change in programming requires a full physical test of all fire alarm components pursuant to NFPA 72 and AHJ requirements which testing shall be at Subscriber's expense at SUPERIOR's customary charges. SUPERIOR may, without prior notice, suspend or terminate its services, in SUPERIOR's sole discretion, in the event of civil unrest, rioting or natural disaster which renders monitoring or first responder response impractical, or in event of Subscriber's default in performance of this agreement or in event Monitoring Center's facility or communication network is nonoperational or Subscriber's system is sending excessive false alarms, without relieving Subscriber's obligation to make payments required in paragraphs 1-5. Upon suspension or termination of services SUPERIOR will notify Subscriber of such termination and the balance owed by Subscriber for the term of this agreement. SUPERIOR is authorized to notify Subscriber by email, First Class Mail delivered by the US Postal Service or text message to Subscriber's cell phone. Monitoring Center is authorized to record and maintain all data, voice and alarm communications and shall be the exclusive owner of such property. If AHJ requires a technician to be sent to Subscriber's premises after a fire alarm is dispatched, or if Runner service exceeds maximum Runs per year, Subscriber agrees to pay SUPERIOR's then prevailing rates per call.

7. TERM OF AGREEMENT / RENEWALS: The term of this agreement shall be for a period of five years. This agreement shall renew for like terms 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. Termination shall comply with local law. Unless otherwise specified herein, all recurring charges for 1-5 services shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month.

8. INCREASES OF MONTHLY CHARGE: After the expiration of one year from the date hereof SUPERIOR shall be permitted from time to time to increase the monthly charges by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase as invoiced.

9. ALARM EQUIPMENT REMAINS PERSONAL PROPERTY: All equipment and material installed by SUPERIOR shall remain Subscriber's personal property and shall not be considered or deemed 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 SUPERIOR. Pursuant to Chapter 6002 of the Texas Insurance Code, SUPERIOR will provide Subscriber with all passwords provided Subscriber signs SUPERIOR's liability waiver.

10. EQUIPMENT LIMITED WARRANTY: In the event that any part of the equipment becomes defective, SUPERIOR agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of one (1) year from the date of installation. SUPERIOR reserves the option to either replace or repair the 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. SUPERIOR's warranty does not include damage caused by electric, plumbing or construction, nor damage by lightning, electrical surge, or misuse. SUPERIOR is not the manufacturer of the equipment and other than SUPERIOR'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, SUPERIOR makes no express warranties as to any matter whatsoever, including but not limited to,**

unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose, and SUPERIOR shall not be liable for consequential damages. No equipment provided by SUPERIOR is represented to be medical grade, FDA approved, or intended for use by a healthcare professional or healthcare facility or to diagnose, treat, cure or prevent a disease or medical condition unless explicitly stated in the Schedule of Equipment and Services and no equipment or services are intended to diagnose, treat, cure, prevent, mitigate or minimize the likelihood of communicable disease, infectious agent, bacteria, virus or any illness. SUPERIOR does not represent nor warrant that the equipment may not be compromised or circumvented, or that the system will prevent any loss by fire, smoke or water or otherwise; or that the system will in all cases provide the protection for which it is installed. SUPERIOR 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 SUPERIOR. SUPERIOR shall not be liable for consequential damages. Subscriber acknowledges that any affirmation of fact or promise made by SUPERIOR shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on SUPERIOR'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 SUPERIOR has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for SUPERIOR's breach of this agreement or negligence to any degree under this agreement is to require SUPERIOR to repair or replace, at SUPERIOR's option, any equipment which is non-operational. Some states do not allow the exclusion or limitation of consequential or incidental damages, or a limitation on the duration of implied warranties, so the above limitations or exclusions may not apply to you. The warranty gives you specific legal rights and you may also have other rights which may vary from state to state. Fire Alarms are required to be approved by AHJ and may require plans and specifications designed, signed and submitted by a licensed architect or professional engineer, which must be engaged by Subscriber. If SUPERIOR is installing a Fire Alarm System to code installation must be approved by the AHJ. This Limited Warranty is independent of and in addition to repair service contracted under paragraph 2b of this agreement.

11. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL: SUPERIOR is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in SUPERIOR's sole discretion for the installation and service of the equipment, and SUPERIOR shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the equipment, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the equipment under the terms of this agreement. SUPERIOR shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including SUPERIOR's negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of SUPERIOR, SUPERIOR shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber agrees to pay SUPERIOR the sum of \$1,000 per day for each business day the work is re-scheduled or delayed by Subscriber or others engaged by Subscriber through no fault of SUPERIOR on less than 24-hour notice to SUPERIOR. If installation is delayed for more than one year from date hereof through no fault of SUPERIOR, Subscriber agrees to pay an additional 5% of the contract Purchase Price upon installation. Subscriber assumes all risk of loss of material once delivered to the job site. In the event installation of any equipment requires the shut off of any utility service or equipment, including but not limited to gas, electric, boiler, range, oven, gas fireplaces, gas supplied kitchen or household appliances Subscriber shall be responsible to engage a licensed professional independent of SUPERIOR to shut off the utility service or equipment. SUPERIOR has no responsibility or liability for shutting down utility service or equipment. Subscriber agrees to have such service performed within 48 hours upon request by SUPERIOR.

12. REPAIR SERVICE: The parties agree that the equipment, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to notify SUPERIOR if any equipment is in need of repair. SUPERIOR shall not be required to service the equipment unless it has received notice from Subscriber, and upon such notice, SUPERIOR shall, during the warranty period or if service has been contracted under paragraph 2b of this agreement, service the equipment to the best of its ability, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m. Repair service pursuant to paragraph 2b includes all parts and labor. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, water, insects, vermin, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connect with the security system as originally installed without SUPERIOR's written consent. Subscriber agrees to test and inspect the security equipment and to advise SUPERIOR of any defect, error or omission in the security equipment. In any lawsuit between the parties in which the condition or operation of the security equipment is in issue, the Subscriber shall be precluded from raising the issue that the security equipment was not operating unless the Subscriber can produce a post office certified or registered receipt signed by SUPERIOR, evidencing that service, warranty or otherwise, was requested by Subscriber. **Obligations of the provider under this service contract are backed by the full faith and credit of the provider.**

13. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC, COMMUNICATION SERVICE AND ENVIRONMENTAL CONDITIONS: Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, circuit breaker and dedicated electrical feed, internet connection, high speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, and maintain areas in the premises where active electronics, such as panel, expansion devices and power supplies, between 32 to 122 degrees Fahrenheit, as deemed necessary by SUPERIOR.

14. SUBSCRIBER RESPONSIBLE FOR FALSE ALARMS / PERMIT FEES / NON-SOLICITATION / ADDITIONAL COSTS / OTHER LICENSED TRADES / CO AND ECB VIOLATIONS / AND EXPERT WITNESS FEES: Subscriber is responsible for all alarm permits and permit fees, agrees to file for and maintain any permits required by applicable law and AHJ and indemnify or reimburse SUPERIOR for any fees or fines relating to permits, code compliance or false alarms. SUPERIOR shall have no liability for permit fees, false alarms, false alarm fines, fire response, any damage to personal or real property or personal injury caused by fire department response to alarm, whether false alarm or otherwise, the refusal of the fire department to respond, or change in plans or specifications or installation required by the AHJ. In the event of termination of fire response

by the fire department this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should SUPERIOR be required to perform any service or furnish or replace any equipment or material not specifically covered by the terms of this agreement, because of change in existing or hereafter enacted law, AHJ requirements, change in technology, obsolete or manufacturer's end of life equipment, Subscriber agrees to pay SUPERIOR for such service or material and SUPERIOR'S customary charges for such labor and material. The pricing to be paid by Subscriber in this agreement for specified matter is based on current pricing by SUPERIOR's suppliers and vendors. In view of supply shortage and inflation Subscriber agrees to pay any increase for equipment or services to SUPERIOR by SUPERIOR's suppliers and vendors in connection with equipment and services to be provided by SUPERIOR to Subscriber. SUPERIOR will notify Subscriber of any such increase, and Subscriber shall have the option of paying the increase or selecting alternative equipment and services, if available, for the prices set forth in this agreement. Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of SUPERIOR assigned by SUPERIOR to perform and who performs any service for or on behalf of Subscriber during the term of this agreement, any renewals thereof and for a period of 2 years thereafter. In the event of Subscriber's violation of this provision, in addition to injunctive relief, SUPERIOR shall recover from Subscriber an amount equal to such employee's salary based on the average three months preceding employee's termination of employment with SUPERIOR, times twelve, together with SUPERIOR's counsel and expert witness fees. Subscriber is responsible for engaging licensed trades to perform any work which SUPERIOR is not licensed to perform interconnecting the fire alarm to HVAC, elevators, appliances and other electronic and mechanical systems. It is Subscriber's responsibility to obtain a Certificate of Occupancy for the intended use of the premises affected by the fire alarm or obtain a Letter of No Objection from the AHJ if a Certificate of Occupancy is not available. It is Subscriber's sole responsibility to cure any building or Environmental Control Board violations. In the event Subscriber or any third party subpoenas or summons SUPERIOR requiring any services or appearances, Subscriber agrees to pay SUPERIOR'S then prevailing rates for such services and appearances. Subscriber shall reimburse SUPERIOR for any Monitoring Center charges for excessive signals.

15. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS: SUBSCRIBER AGREES TO AND SHALL DEFEND, ADVANCE EXPENSES FOR LITIGATION AND ARBITRATION, INCLUDING INVESTIGATION, LEGAL AND EXPERT WITNESS FEES, INDEMNIFY AND HOLD HARMLESS SUPERIOR, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS, FROM AND AGAINST ALL CLAIMS, LAWSUITS, INCLUDING THOSE BROUGHT BY THIRD PARTIES OR SUBSCRIBER, INCLUDING REASONABLE ATTORNEYS' FEES AND LOSSES ASSERTED AGAINST AND ALLEGED TO BE CAUSED BY SUPERIOR'S PERFORMANCE, NEGLIGENT PERFORMANCE, OR FAILURE TO PERFORM ANY OBLIGATION UNDER OR IN FURTHERANCE OF THIS AGREEMENT OR FAILURE TO DETECT, MITIGATE OR RESPOND TO ANY COMMUNICABLE DISEASE, INFECTIOUS AGENT, BACTERIA OR VIRUS. 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 SUPERIOR or SUPERIOR'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 SUPERIOR, which shall not unreasonably be withheld. SUPERIOR shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations created herein upon such assignment.

16. EXCULPATORY CLAUSE: SUPERIOR IS NOT AN INSURER AND NO INSURANCE COVERAGE IS OFFERED HEREIN. THE FIRE ALARM, EQUIPMENT AND SUPERIOR'S SERVICES ARE DESIGNED TO DETECT AND REDUCE CERTAIN RISKS OF LOSS, THOUGH SUPERIOR DOES NOT GUARANTEE THAT NO LOSS OR DAMAGE WILL OCCUR. No equipment provided by SUPERIOR is represented to be medical grade, FDA approved, or intended for use by a healthcare professional or healthcare facility or to diagnose, treat, cure or prevent disease or medical condition unless explicitly stated in the Schedule of Equipment and Services and no equipment or services are intended to diagnose, treat, cure, prevent, mitigate or minimize the likelihood of communicable disease, infectious agent, bacteria, virus or illness. SUPERIOR is not assuming liability, and, therefore, Subscriber agrees SUPERIOR, shall not be liable to Subscriber or any other third party, and Subscriber covenants not to sue SUPERIOR, for any loss, economic or non-economic, business loss or interruption, consequential damages, in contract or tort, data corruption or inability to retrieve data, personal injury, health condition, or property damage sustained by Subscriber or others as a result of equipment failure, human error, fire, smoke, water, any communicable disease, infectious agent, bacteria, virus, illness or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by SUPERIOR's breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty. **SUBSCRIBER RELEASES SUPERIOR FROM ANY CLAIMS FOR CONTRIBUTION, INDEMNITY OR SUBROGATION.**

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

18. LIMITATION OF LIABILITY: SUBSCRIBER AGREES THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF SUPERIOR AS A RESULT OF SUPERIOR'S BREACH OF CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF SUPERIOR'S OBLIGATIONS PURSUANT TO THIS AGREEMENT OR ANY OTHER LEGAL DUTY, EQUIPMENT FAILURE, HUMAN ERROR, OR STRICT PRODUCTS

LIABILITY, WHETHER ECONOMIC OR NON-ECONOMIC, IN CONTRACT OR IN TORT, THAT SUPERIOR'S LIABILITY SHALL BE LIMITED TO THE SUM OF \$1000.00 OR 6 TIMES THE MONTHLY PAYMENT FOR SERVICES BEING PROVIDED AT TIME OF LOSS, WHICHEVER IS GREATER. IF SUBSCRIBER WISHES TO INCREASE SUPERIOR'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 SUPERIOR'S INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE AND NOTWITHSTANDING THE FOREGOING, SUPERIOR'S LIABILITY SHALL NOT EXCEED ITS AVAILABLE INSURANCE COVERAGE. SUPERIOR'S LIABILITY AND DAMAGES FOR GROSS NEGLIGENCE AND WILLFUL MISCONDUCT SHALL NOT EXCEED ITS AVAILABLE INSURANCE COVERAGE. SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXCULPATORY CLAUSE, INDEMNITY, INSURANCE, AND ALLOCATION OF RISK AND LIMITATION OF LIABILITY PROVISIONS.

19. LEGAL ACTION / ARBITRATION / SECURITY INTEREST / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION: THE PARTIES AGREE THAT DUE TO THE NATURE OF THE SERVICES TO BE PROVIDED BY SUPERIOR, THE PAYMENTS TO BE MADE BY THE SUBSCRIBER FOR THE TERM OF THIS AGREEMENT FORM AN INTEGRAL PART OF SUPERIOR'S ANTICIPATED PROFITS; THAT IN THE EVENT OF SUBSCRIBER'S DEFAULT IT WOULD BE DIFFICULT IF NOT IMPOSSIBLE TO FIX SUPERIOR'S ACTUAL DAMAGES. THEREFORE, IN THE EVENT SUBSCRIBER DEFAULTS IN ANY PAYMENT OR CHARGES TO BE PAID TO SUPERIOR, SUBSCRIBER SHALL BE IMMEDIATELY LIABLE FOR ANY UNPAID INSTALLATION AND INVOICED CHARGES PLUS 80% OF THE BALANCE OF ALL PAYMENTS FOR THE ENTIRE TERM OF THIS AGREEMENT AS LIQUIDATED DAMAGES. UPON SUSPENSION OR TERMINATION OF SERVICES SUPERIOR WILL NOTIFY SUBSCRIBER OF SUCH TERMINATION. SUPERIOR IS AUTHORIZED TO NOTIFY SUBSCRIBER BY EMAIL, FIRST CLASS MAIL DELIVERED BY THE US POSTAL SERVICE OR TEXT MESSAGE TO SUBSCRIBER'S CELL PHONE. SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE.

ADDITIONALLY, IN THE EVENT SUPERIOR RETAINED OWNERSHIP OF THE COMMUNICATION SYSTEM AND SUBSCRIBER BREACHES THIS AGREEMENT, OR THIS AGREEMENT EXPIRES FOR ANY REASON, SUPERIOR MAY, AT ITS OPTION, EITHER REMOVE ITS COMMUNICATION SYSTEM OR DEEM SAME SOLD TO SUBSCRIBER FOR 80% THE AMOUNT SPECIFIED AS THE AGREED VALUE OF THE COMMUNICATION SYSTEM. SUPERIOR MAY, WITHOUT PRIOR NOTICE, SUSPEND OR TERMINATE ITS SERVICES IN EVENT OF SUBSCRIBER'S DEFAULT IN PERFORMANCE OF THIS AGREEMENT AND SHALL BE PERMITTED TO TERMINATE ALL ITS SERVICES UNDER THIS AGREEMENT AND DEACTIVATE THE SYSTEM WITHOUT RELIEVING SUBSCRIBER OF ANY OBLIGATION HEREIN AND MAY NOTIFY AHJ OF TERMINATION. In order to secure all indebtedness or liability of Subscriber to SUPERIOR, Subscriber hereby grants SUPERIOR a security interest in all of Subscriber's equipment, inventory and proceeds thereof, accounts receivables and cash on hand and SUPERIOR may execute and file UCC-1 statement. **SUBSCRIBER MAY BRING CLAIMS AGAINST SUPERIOR ONLY IN SUBSCRIBER'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY DISPUTE BETWEEN THE PARTIES OR ARISING OUT OF THIS AGREEMENT, INCLUDING ISSUES OF ARBITRABILITY, SHALL, AT THE OPTION OF ANY PARTY, BE DETERMINED BY BINDING AND FINAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICES INC., ITS SUCCESSORS OR ASSIGNS, PURSUANT TO ITS ARBITRATION RULES AT WWW.ARBITRATIONSERVICESINC.COM AND THE FEDERAL ARBITRATION ACT (FAA), EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED.** The arbitrator shall be bound by the terms of this agreement, and shall on request of a party, conduct proceedings by telephone, video or submission of papers. A party requesting in-person discovery, in-person hearing or a transcript of the discovery proceeding or hearing, shall pay for the cost of such transcript and arbitrator fees charged in connection with the discovery request and in-person hearing, which may be allocated among the parties by the arbitrator in the final award. By agreeing to this arbitration provision the parties waive their right to a trial before a judge or jury, waive their right to appeal the arbitration award and waive their right to participate in a class action. In the event of any litigation between the parties they waive the right to a jury trial unless prohibited by law. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address designated in this agreement, on file with an agency of the state, or any other address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of Texas, except for arbitration which is governed by the FAA and the arbitration rules and agree that any litigation or arbitration between the parties shall be commenced and maintained in Hidalgo County, Texas. Once the arbitration option is exercised by either party, this agreement and the relationship of the parties is governed by this agreement, the arbitration rules, and the FAA, and not the Texas Arbitration Act. The parties are engaged in interstate commerce and the FAA and arbitration rules shall govern, notwithstanding any state law to the contrary. Any action or arbitration between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. If SUPERIOR prevails in any litigation or arbitration, Subscriber shall pay SUPERIOR'S legal fees, costs and disbursements so that SUPERIOR is made whole by Subscriber. In the event SUPERIOR commences a proceeding to confirm an arbitration award and prevails, Subscriber shall pay SUPERIOR'S legal fees, costs and disbursements for such proceeding. All actions, arbitration or proceedings by either party must be based on the provisions of this agreement and any other action that Subscriber may have or bring against SUPERIOR 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. SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE DISPUTES

AND THAT ARBITRATION IS BINDING AND FINAL AND THAT SUBSCRIBER IS WAIVING SUBSCRIBER'S RIGHT TO TRIAL IN A COURT OF LAW AND OTHER RIGHTS.

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

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

SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION. READ THEM BEFORE YOU SIGN THIS AGREEMENT.

SUPERIOR ALARMS:

SUBSCRIBER:

By: Roger Rea
Signature

Subscriber: Signature by Authorized Officer Title of Person Signing

Juan Guerra
Print Name of Subscriber

juguerrero@webbcountytx.gov
Subscriber's Email Address

Tax ID or EIN

SUPERIOR ALARMS
600 Ash Avenue
McAllen, TX 78501
(956) 682-6005

ADDITIONAL EQUIPMENT, SYSTEMS AND SERVICE DISCLAIMER NOTICE

The undersigned acknowledges that a representative of SUPERIOR ALARMS (hereinafter referred to as "SUPERIOR" or "ALARM COMPANY") has explained additional equipment, systems and protection that may be available from ALARM COMPANY, for additional charges, and the undersigned has had sufficient opportunity to consider the additional services that may be available, and has decided not to request or contract for such additional equipment, systems or protection. The additional equipment, systems and protection discussed included but was not limited to the following:

- hard-wire systems
- wireless systems
- additional contacts
- motion detectors
- audio surveillance
- video surveillance
- guard response
- stationary guards
- UL, ETL or other nationally recognized testing lab approved installation
- UL, ETL or other nationally recognized testing lab approved monitoring
- sprinkler / fire alarm
- electrical surge protection
- data storage and retrieval
- access control
- fire, smoke, carbon monoxide, water, heat, temperature
- roof, attic walls, exterior
- independent secondary systems
- video monitoring
- cellular/ radio backup
- latest technology
- dedicated telephone line communication

The undersigned acknowledges:

- Not all of the above services are available or offered by SUPERIOR but the services and equipment were brought to the undersigned's attention and the undersigned declined such services or the opportunity to obtain the services from other security companies.
- That SUPERIOR has explained that it has no control over communication pathways such as telephone lines, VoIP, Internet, radio or cellular. Not all communication pathways are available in all areas and all communication pathways are subject to failing. If available SUPERIOR has discussed alternative communication pathways and Subscriber is responsible for selecting the available communication pathways. The security system will not communicate if the communication pathways are not working.
- That SUPERIOR is not responsible for the security or privacy of any wireless network system or router and that wireless systems can be accessed by others and it is the undersigned's responsibility to secure access to the system with passcodes and lockouts.
- That SUPERIOR has advised undersigned of any permits required for the alarm system and monitoring and undersigned acknowledges that it is undersigned's responsibility to obtain and maintain all required permits and pay any false alarm or other fines related to the alarm systems or service.
- That smoke detectors and other battery-operated devices must be checked monthly and batteries replaced at least annually (or according to manufacturer specifications) and that the undersigned is responsible to check and replace batteries.
- That SUPERIOR has explained all components, operation and use of the alarm system to the undersigned's satisfaction, and
- That if audio or video devices are installed, the undersigned has been advised to independently ascertain that the audio or video devices are used lawfully. SUPERIOR has made no representations and has provided no advice regarding the use of audio or video devices.

If SUPERIOR is taking over this system installed by anyone other than SUPERIOR:

The undersigned declines inspection of existing system installed by others and assumes all risk and conditions of the system and has only requested SUPERIOR to re-program communication and monitor existing system with no repair obligation.

SUPERIOR has inspected the security and or fire alarm system, reported non-operational components, and:

The undersigned declines to authorize repairs and assumes all risk for existing system.

The undersigned authorizes and agrees to pay for repairs which shall be detailed in the Sale or Service Agreement.

DEFICIENCIES: _____

ADDITIONAL COMMENTS: _____

FALSE ALARMS

DID YOU KNOW? FALSE ALARMS

- Keep police from true emergencies
- Are a nuisance to you and your neighbors
- Make your alarm system less reliable
- Make you reluctant to use your system

WHAT CAUSES FALSE ALARMS?

- Loose or unlocked doors or windows
- Pets
- User error
- Relatives, visitors, kids, or repairman, etc. entering your home without being aware of your alarm system
- Items such as balloons, curtains, or holiday decorations that may be moving in front of motion detectors

WHAT IF MY ALARM GOES OFF?

- Don't panic! Remember your keypad code and password
- Check to make sure that there really isn't a burglar or fire in your home/business.
- If the alarm is a false alarm, disarm your system by entering your keypad code
- Once you have reset the alarm system, wait for a Superior Alarms Operator to call you. Do not leave your home or business until you have spoken with a Superior Alarms Operator.

BE PREPARED

- Practice alarm cancellation with everyone who might use your system
- Make sure that everyone who has a key to your home or business knows how to operate the alarm system and knows the keypad code and password
- Ensure that all system users know the phone number to Superior Alarms in case the alarm goes off:
(800) 580-6001

CALL US!

- If you change your phone number
- Get a pet
- Plan to sell or remodel your house
- To run a test of your system
- Need to change the users on your system
- Need to update your emergency call list

POLICE PERMITS

DID YOU KNOW MOST CITIES REQUIRE YOU TO REGISTER YOUR ALARM WITH YOUR LOCAL

POLICE DEPARTMENT? Contact your local police department for details. Failure to register your alarm or excessive false alarms may result in a fine from your local police department.

- Client agrees to file the permit with their city
- Client acknowledges receipt of their city's alarm ordinance.
- Client acknowledges receipt of false alarm prevention information

SYSTEM WALK-THRU

Customer acknowledges training on how to arm/disarm the system, how to activate a panic/duress signal, how to reset the system after a false alarm and other related system functions and how to operate the system. If Customer has any additional questions, a representative can be reached at **800-580-6001**

Subscriber Signature

SUPERIOR ALARMS
600 Ash Avenue
McAllen, TX 78501
(956) 682-6005

CALL LIST

SIGNAL AND ZONE CONFIRMATION

Alarm system will communicate the following signals:

- Fire
 Burglary
 Panic
 Carbon Monoxide
 Water Flow
 Temperature
 Test
 Trouble
 Communication Failure
 Power Failure
 Other: _____

Communication By: POTS
 Digital
 Radio
 Cellular
 Internet
 VoIP

Zones: SUPERIOR ALARMS (hereinafter referred to as "SUPERIOR" or "ALARM COMPANY") has programmed and tested each of the following zones:

1.	6.	11.	16.
2.	7.	12.	17.
3.	8.	13.	18.
4.	9.	14.	19.
5.	10.	15.	20.

1. PRIMARY RESPONDER DISCLOSURE: Subscriber understands that a (1) 911 center, (2) public safety answering point, or (3) communications center, (Collectively referred to herein as "PUBLIC RESPONDERS"), may be designated as the primary responder. Subscriber assumes all liability should one of these three not be selected as the Primary responder.

Responding Police Department: _____ **Phone:** _____

Responding Fire Department: Laredo FD _____ **Phone:** _____

Responding EMS Agency: _____ **Phone:** _____

SPECIAL INSTRUCTIONS TO RESPONDERS AND/OR ADDITIONAL DISPATCH/CONTACT INFORMATION /"RURAL DIRECTIONS":

reference attached list for POTS communication

2. Upon SUPERIOR or its designated Monitoring Center receiving an emergency alarm from the Subscriber's system, Subscriber hereby directs SUPERIOR or its designated Monitoring Center to contact these responders in this specific order:

AUTHORIZED INDIVIDUALS TO BE NOTIFIED
(Individuals to be notified in the event of an alarm condition.)

Subscriber may select any individual he or she designates, or any PUBLIC RESPONDER in the Jurisdiction from which alarm is received.

Responder Contact List		Telephone Number
Name		
First & Primary Contact:		
1. Name:	<u>Mike De La Fuente</u>	<u>956-237-1956</u>
Password:	<u>Webbco</u>	
2.		
Name:	_____	_____
Password:	_____	
3.		
Name:	_____	_____
Password:	_____	
4.		
Name:	_____	_____
Password:	_____	
5.		
Name:	_____	_____
Password:	_____	

3. SUPERIOR or its designated Monitoring Center dispatches to PUBLIC RESPONDER upon receipt of a fire alarm and will then call those on the list in order of priority. Initial here if you do not want SUPERIOR or its designated Monitoring Center to call Subscriber on fire alarm _____

4. Subscriber agrees that should any PUBLIC RESPONDER not be designated as the **primary** responder, then the Subscriber's PUBLIC RESPONDERS shall become the default secondary responder after the personal emergency response provider has attempted, without success, to notify all other responders designated by Subscriber.

5. Some jurisdictions require telephone call or other method of verification before dispatching PUBLIC RESPONDERS. Initial here if Subscriber does not want PUBLIC RESPONDER called unless the alarm signal has been verified as reporting an emergency event _____. Note that this does not apply to fire or carbon monoxide alarms and PUBLIC RESPONDERS will be dispatched without prior verification of the alarm signal.

6. SUPERIOR or its designated Monitoring Center hereby agrees to provide PUBLIC RESPONDERS, if designated as a responder by the Subscriber, the name of the customer, the location from which the customer's alarm was received, and any other information as may be requested.

7. Following any notification to the PUBLIC RESPONDER, SUPERIOR or its designated Monitoring Center shall attempt to notify others on the Subscriber's list in the order provided by Subscriber. Unless otherwise provided in the list SUPERIOR or its designated Monitoring Center 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 SUPERIOR's or its designated Monitoring Center's notification obligation. Subscriber may provide SUPERIOR or its designated Monitoring Center with a set of directives for voice-to-voice contact with the responders. For nonpublic responder numbers Subscriber represents that all call numbers are accurate and Subscriber has been authorized by the owners of such numbers to provide such numbers to be called in accordance with Subscriber's alarm services.

8. **Challenge Question:** Please answer **ONE** of the following questions. This question/answer will be used to verify your identity in the event you forget your personal password. Once a Company Representative verifies your identity with this Challenge Question/Answer, you will be prompted to change your personal password:

a. What are the last 4 digits of your social security number? _____

-OR-

b. What is your date of birth? _____

-OR-

c. What are the last 5 digits of your driver's license number? _____

Date

Subscriber's Signature