ADT Always There®

ADT COMMERCIAL SALES AGREEMENT

TOWN NO.	CUSTOMER NO.	JOB NO.	PO NO.	ESTIMATE NO.
0890-PHOENIX, AZ				1-G68LA0

DATE: 5/12/2011

ADT Security Services, Inc. ("ADT")

David Barrett
3011 S 52nd St,
Tempe, AZ 85282-3209
Tele. No. (480) 446-2390

County of Gila
d/b/a: Gila County Recorders Office
("Customer")
Customer Billing Information

Attn:
Tele. No. (928) 425-3231

Customer Premises Serviced
1400 E Ash St,
Globe, AZ 85501
Attn: David Horn
Tele. No. (928) 425-3231

This ADT Commercial Sales Agreement is between Customer and ADT effective as of the date signed by Customer. By entering into this Agreement, ADT and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW").

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

(a) Hazardous Substance Checklist and Customer Letter
(b) Scope of Work / Schedule(s) of Protection
(c) Terms and Conditions
(d) Additional Terms and Conditions
(e) State Specific Forms, if applicable (e.g., local permit applications)
(f) Customer Installation Acceptance Form (specific to Equipment/Services purchased)
(g) If multiple locations, see attached schedule

II. Charges and Fees: Customer agrees to pay the Sum of **$ 3,355.92** ("Installation Charge") with **$ 0.00** payable upon acceptance of this Agreement ("Installation Charge Deposit") plus any applicable "Fees" and sales taxes. ADT may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the CMC, or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of System and, if applicable, connection to ADT's Central Monitoring Center ("CMC") or any other Service(s). Any changes in the STATEMENT OF WORK / SCHEDULE OF PROTECTION made by the Customer after execution of this Agreement must be agreed to ADT and the Customer in writing and may be subject to additional charges and/or fees. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. For the Service(s) provided as indicated in this Agreement, Customer agrees to pay Service Charges in the amount of **$ 445.23** per annum (the "Annual Service Charge"), payable in advance **Annual** plus applicable state and/or local tax(es) for **5** year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. Until Customer has paid ADT the Installation Charge and Fees in full, Customer grants to ADT a security interest in the Equipment and all proceeds thereof to secure such payment. After the Initial Term this Agreement shall automatically renew on a/an **Annual** basis unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date. ADT shall have the right to increase Annual Service Charge(s) after one (1) year. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, ninety percent (90%) of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Additionally, Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by ADT related to changes in applicable laws and/or AHJ requirements, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees").

III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and ADT relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of ADT and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon ADT, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in writing by both the Customer and ADT. Customer's failure to accept and sign this Agreement within ninety (90) days of the date shown above may result in price increases. Customer acknowledges that: (a) ADT has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from ADT at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage ADT to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF AN ADT AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND ADT'S ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL HERE _____

Presented by: _____
(Signature of ADT Sales Representative)

Sales Agent: David Barrett
Sales Representative Registration Number (if applicable): _____

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL HERE _____

Accepted By: _____
(Signature of Customer's Authorized Representative)

Michael A. Pastor
(Name Printed)

Title: Chairman, Board of Supervisors

Date Signed: _____

ATTEST

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM

Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

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SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"): ADT agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. Ownership of System and/or Equipment: Direct Sale (equipment to become property of the Customer upon payment of Installation Charges and Fees in full).

B. Services to be Provided ("Services")

Alarm Monitoring and Notification Services	**No Services Selected**
Video Surveillance Services (attach Rider Form #####)	**No Services Selected**
Managed Access Control Services	**No Services Selected**
Video Equipment	**Closed Circuit Television PROVIDED**
Quality Service Plan (QSP)/Maintenance; Preventative Maintenance/Inspections	**Maintenance Quality Service Plan PROVIDED for Video System Inspection Service NOT PROVIDED**
Additional Services	**No Services Selected**

C. Equipment to be Installed ("Equipment"): ADT will install, or cause to be installed, the Equipment as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by ADT at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the ADT Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
12	Regular Labor	
1	DVR H.264 8-ch 240ips, 1TB USB, DVD, mouse, rmt	
1	Monitor, LCD, 19" 1280x1024, Plastic case, integrated stand, CCTV/PC, 300nit	
4	Cam van 540TVL TDN 2.8-12mm wht clr htr	
1	CCTV AC Wall Mount Power Supply- Eight (8) Fused Outputs, 24VAC @ 4 Amp. J258	
225	RG59 Coax Siamese plenum CMP (500 RL) CCTV	

D. Scope of Work: This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: David Hom Cell: 928-200-1641
System Operation: ADT to Install 4 camera system with DVR to monitor critical area in County Recorder's Office. All 4 cameras will be dome ceiling mounted cameras, 1 to look at the ballot area and cabinets, 1 to look at the cashier counter and cash drawer, 1 to look at the conference table in the conference room, and 1 to look at the vault entry/exit door. Monitor for the system to be mounted on the wall in the Recorder's office so it can be viewed from her desk.
Programming Info: ADT Installation to program cameras to DVR and DVR to customer specs.
Site Conditions: All drop ceiling through out, no obstacles
Existing Equipment: None
Customer Expectations: Customer will have 4 camera system with DVR to monitor and record activity in sensitive areas of office.
Training Expectations: ADT Installation to train customer on functions of DVR including but not limited to: recording video, playback of recorded video, camera settings, etc
General Comments:
Customer Responsibilities / ADT Exclusions: Customer to supply required 110 VAC power at DVR location, and if desired, IP address for remote viewing capabilities.
Documentation Needs:

Anti-Terrorism Warranty: Pursuant to A.R.S. §35-397 the Supplier certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

Contract Notes -

Legal Arizona Workers Act Compliance: Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws. Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion. Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

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TERMS AND CONDITIONS

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V. Customer and ADT agree as follows:

A. Services.

A.1. Central Station Signal Receiving and Notification (Alarm Monitoring) Services. Intentionally left blank - Services have not been purchased.

A.2. Communication Facilities. Intentionally left blank – Alarm Monitoring Services have not been purchased.

A.3. Quality Service Plan ("QSP")/Maintenance; Testing/Inspections Service.
1. Quality Service Plan ("QSP")/Maintenance.
(a) If QSP/Maintenance Service is purchased, ADT will, upon Customer's request, provide and bear the expense of ordinary maintenance and repair of the Covered System(s) for issues arising out of normal wear and tear. The expense of all extraordinary maintenance and repair necessitated by or due to changes or alterations in the Customer's premises, alterations to the System made by Customer, or made necessary by damage to the premises or to the alarm system, or to any cause beyond the control of ADT, will be borne by the Customer. Customer will furnish, at Customer's expense, any necessary electric current and will furnish an outlet within 10 feet of the ADT Control Panel.
(b) QSP/Maintenance Service on the following devices will only be provided on a time and material basis: (1) window foil, (2) security screens, (3) any exterior mounted devices, (4) PROM (Programmable Read Only Memory), (5) batteries, and (6) "Conditions" not covered by warranty shown below.
(c) ADT's obligation to perform QSP/Maintenance Service relates solely to the Covered System(s) and ADT is in no way obligated to maintain, repair, service, replace, operate or assure the operation of any device or devices not Covered by QSP/Maintenance. ADT is not liable for any loss due to water intrusion, mold, fungi, bacteria, or wet or dry rot.
(d) If Customer does not purchase QSP/Maintenance Service before the expiration of the System Warranty, ADT will provide QSP/Maintenance Service only after inspecting the System and making any necessary repairs or replacements to bring the System in compliance with ADT's specifications and/or the standards set by any applicable laws, codes, or regulations. Customer will pay for any related labor and/or materials for such work at ADT's then applicable rates.
(e) QSP/Maintenance Services purchased will be furnished between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays. ADT's obligation to provide Preventative Maintenance Service is conditioned upon the continued availability of the original System component(s) from the original manufacturer.
2. Testing/Inspections Service. If such service is purchased, ADT will provide the number of inspections/tests of the Equipment as specified in this Agreement. Such Services will be performed between ADT's normal working hours of 8:00 A.M. and 4:30 P.M., Monday through Friday, except holidays, unless otherwise mutually agreed in advance by the Parties.

A.4. Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.5. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.5.1. Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.

A.5.2. Video Guard Tour. Intentionally left blank - Services have not been purchased.

A.5.3. Video Escort. Intentionally left blank - Services have not been purchased.

A.5.4. Video Assist. Intentionally left blank - Services have not been purchased.

A.5.5. Video Audit. Intentionally left blank - Services have not been purchased.

A.5.6. Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.5.7. ADT SelectView Portal. Intentionally left blank - Services have not been purchased.

A.5.8. Unattended Delivery –Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.

A.5.9. Unattended Delivery – Live Video Monitoring of Process - Intentionally left blank - Services have not been purchased.

A.6. Managed Access Control Services. Intentionally left blank - Services have not been purchased.

A.7. ADT SelectSM DataSource Service. Intentionally left blank - Services have not been purchased.

A.8. ADT Select™Vision / Select™ Vision with Auditing. Intentionally left blank - Services have not been purchased.

A.9. ADT Select™ Entry. Intentionally left blank - Services have not been purchased.

A.10. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and ADT will enter into a separate Rider that will be attached to and incorporated as part of this Agreement.
(a) ADT Select™ Link - Immediate Response Information System (IRIS)
(b) ADT Select Managed Access Control
(c) Electronic Article Surveillance ("EAS")
(d) Guard Response Service
(e) Radio Frequency Identification ("RFID")
(f) Training Services
(g) Watchman's Reporting Service

B. Warranty (90-Day).
1. For a "Direct Sale", any original part of the Equipment (as distinguished from the Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, in ADT's sole discretion, with a new or functionally operative part. Labor and materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays. If Customer has purchased QSP/Maintenance as described in this Agreement, the foregoing Warranty Period will be extended for the time period purchased and at the additional cost shown for QSP/Maintenance in this Agreement.

2. The following "Conditions" are not covered by Warranty: (a) Damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not done by ADT or from parts, accessories, attachments or other devices not furnished by ADT; (b) Customer's failure to properly follow operating instructions provided by ADT; (c) Adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) Trouble due to interruption of commercial power to the phone service or use of Non-Traditional Telephone Service; (e) Battery failure; (f) Devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers; or (g) System changes requested by Customer. If Customer calls ADT for service under the Warranty and ADT's representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the System or any component, ADT may bill Customer for the service call whether or not ADT actually works on the System. If repairs are required due to one of the above "Conditions", ADT will charge Customer for such work on a time and materials basis at ADT's then applicable rates for labor and materials.

3. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES

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OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING ADT'S NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. ADT WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY ADT OR NEGLIGENCE OF ADT OR OTHERWISE.

C. System Requirements, Miscellaneous: The following provisions apply to all Systems, Equipment, or Services installed or furnished by ADT under this Agreement.
1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc.
2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by ADT prior to setting the alarm system for closed periods and must notify ADT promptly if such equipment fails to respond to any such test.
3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD BY INITIALING THE APPROPRIATE LINE ON THE FIRST PAGE OF THIS AGREEMENT (EXCEPT WHERE FAMILIARIZATION IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO ADT'S CMC (AND DURING ANY APPLICABLE EXTENSIONS); ADT HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE ADT CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD ADT HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL ADT RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT.
4. Special Equipment Requirements. If Customer requires installation or service of Equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse ADT for any applicable charges or fees.
5. Training Services. ADT provides initial training to Customer on use of the Equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at ADT's then current rate.
6. Site Preparation, Intrusion and Restoration. Customer shall be responsible for providing 110VAC power, telephone connections, network drops and any required conduit, wiremold, or other raceway unless otherwise noted herein. Customer shall also be responsible for any required IP address assignments and additional network software licensing. The installation of Equipment may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. ADT shall not be responsible for any expenses related to patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the Equipment.

7. Closed Circuit Television ("CCTV")/Video Equipment.
(a) System Requirements. Customer will provide: (i) adequate illumination under all operational conditions for the proper operation of any video camera(s); (ii) any required 110 AC power supply; and (iii) appropriate space for monitors.
(b) Audio Monitoring/Recording. Customer's decision to install video equipment with audio recording and/or monitoring capability ("Video with Audio") is based solely on Customer's own independent business judgment, without any involvement or approval of ADT. Certain laws may limit or preclude the use of CCTV with Audio. By installing Video with Audio in Customer's premises, Customer accepts the responsibility of knowing and fully complying with all applicable laws, including but not limited to all requirements that clear and conspicuous notice be posted in Customer's premises warning of Customer's use of audio recording and/or monitoring equipment on its premises.

D. Electronic Media; Personal Information.
1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. ADT may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.
2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to ADT all personal information disclosed hereunder concerning individuals/employees/or other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) collect (including consent to record telephone conversations with ADT), use, disclose and transfer such personal information; and (c) authorizes ADT to use such personal information to administer the relationship between Customer and ADT, including the administration of this Agreement. Customer acknowledges and agrees that ADT may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability, Indemnification (Sale of Access/Video Equipment and Installation Only). Notwithstanding anything to the contrary in this Agreement or any purchasing document presented by Customer, only Video and/or Access Equipment and Services shall be provided by ADT under the terms and conditions of this Agreement. The Equipment and Services provided by ADT under this Agreement will not include: (a) burglar and/or fire detection or alarm equipment or monitoring, maintenance, inspection or other services; (b) security guard services; or (c) professional architectural, engineering, or Design Professional services. If any other Equipment or Services are requested by or provided to Customer, then such Equipment and Services shall be provided under a separate written agreement executed by Customer and ADT which shall contain the alarm industry specific terms and conditions found on www.adt.com/standtandc.

1. Indemnity. (a) ADT shall defend, indemnify and hold Customer, its corporate affiliates, and their respective officers, directors, agents and employees harmless from damage, liability and expense resulting from the negligent acts or willful misconduct of ADT's agents and employees committed while performing Services on Customer's premises, to the extent that they are the direct cause of the loss, damage or injury to third parties or Customer's property (e.g. equipment dislodging and striking a third party due to improper installation), as opposed to being caused by an occurrence or the consequences therefrom that the Equipment or Services were intended to deter, detect or avert. (b) Customer shall defend, indemnify and hold ADT, its corporate affiliates, and their respective officers, directors, agents and employees, harmless from damage, liability and expense to the extent that any such loss is not directly caused by the negligent acts or willful misconduct of ADT's agents and/or employees, or arises out of any claim related to invasion of privacy, infliction of emotional distress, harassment, violation of eavesdropping/wiretapping laws or similar claims arising out of Customer's use of the Equipment and/or Services.

2. Limitations on Liability. If Customer uses the Equipment and/or Services to aid in monitoring or controlling the location or activities of persons on or about its property and premises, Customer acknowledges that the Equipment and/or Services are not intended to be the sole means for doing so. ADT's Equipment and Services do not cause and cannot eliminate occurrences of the events they are intended to deter, detect, avert or record. ADT is not an insurer of the safety or security of any person, entity or property, or against the risks attendant to a person's presence in, or ingress to or egress from any building, property or area that may be monitored by the Equipment and/or Services. The amounts ADT charges Customer are not insurance premiums. Such charges are based upon the value of the Equipment and Services ADT provides and are unrelated to any such risk of loss. ADT does not undertake and assumes no liability for such risk by providing the Equipment and/or Services. If ADT is nevertheless found liable under any legal theory for loss, damage or injury caused directly or indirectly by occurrences or the consequences therefrom which the Equipment and/or Services are intended to deter, detect, avert or record, ADT's liability shall be limited to the sums paid by Customer for the Equipment or Services at issue as Customer's sole remedy. ADT is not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. Other Charges; Remedies; Termination.
1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if ADT's representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components.
2. Failure to pay amounts when due shall give ADT, in addition to any other available remedies, the right to terminate this Agreement and to charge interest at the highest legal rate on delinquent amounts. Customer agrees to pay all costs, expenses and fees of ADT's enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. Installation Charge(s) are based on ADT performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision.
3. In addition to any other remedies available to ADT, ADT may terminate this Agreement and discontinue any Service(s) if (a) ADT's CMC is substantially damaged by fire

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or catastrophe or if ADT is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, ADT's CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow ADT's recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP/Maintenance Service; (c) Customer's failure to follow the operating instructions provided by ADT results in an undue number of false alarms or System malfunction; (d) in ADT's sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) ADT is unable to obtain or continue to support technologies, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. ADT will not be liable for any damages or subject to any penalty as a result of any such termination.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" shall include but not be limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, ADT will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold ADT, its officers, directors, and agents harmless from any damages, claims, injuries, liabilities resulting from the exposure of ADT's employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by ADT.

H. Waivers.

1. Waiver of Jury Trial. CUSTOMER AND ADT BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT.

2. Mutual SAFETY Act Waiver. Certain of ADT's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, ADT and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous.

1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement.

3. FARs. ADT supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. government contract or funded directly or indirectly with Federal funds, ADT will comply only with the following mandatory flow-downs for commercial item subcontracts pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 52.219-8; 52.222-26; 52.222-35; 52.222-36; and 52.222-37.

4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save harmless ADT from and against all third party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by ADT as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement.

5. Insurance. ADT maintains General Comprehensive Liability and Automobile Liability Insurance of, at least $1,000,000 per incident - $2,000,000 in the aggregate and Worker's Compensation coverage as required by law. ADT will not be required to provide a waiver of subrogation in favor of any party, nor will ADT be required to designate any party as a statutory employer for any purposes.

6. ADT Brand. Without exception, ADT-branded Signage, including yard signs, window stickers and warning signs will remain the property of ADT and may be removed by ADT at any time. Customer's right to display ADT-branded Signage is not transferable and ceases upon termination or expiration of this Agreement.

7. Resale. If ADT is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's properly, it shall remain Customer's property.

J. System Software; Network Connections. Any software provided with the System or in connection with the Services is proprietary to ADT and/or ADT's supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between ADT and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), ADT will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per ADT specifications for access control system operation. ADT shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. ADT may assess additional charges, if ADT is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment.

K. Force Majeure. ADT ASSUMES NO LIABILITY FOR DELAYS IN INSTALLATION OF THE SYSTEM OR ANY EQUIPMENT OR FOR THE CONSEQUENCES THEREFROM, HOWEVER CAUSED, OR FOR INTERRUPTIONS OF SERVICE OR FOR THE CONSEQUENCES THEREFROM DUE TO STRIKES, RIOTS, FLOODS, TERRORISM, ACTS OF GOD, ACTS OF WAR, OR ANY CAUSES BEYOND THE CONTROL OF ADT. ADT WILL NOT BE REQUIRED TO SUPPLY SERVICE TO CUSTOMER WHILE INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE CONTINUES. IN NO EVENT WILL ADT BE LIABLE FOR LOSS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of ADT first being obtained. ADT shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. ADT License Information: AL Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery 36116 , (334) 264-9388: AK 256239, 411 W. 4th Ave., Ste. 100, Anchorage 99501: AR E0055, Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plz. Dr., Little Rock 72209 (501)618-8600: AZ ROC109396-C12; ROC109402-L67: CA ACO2705; PPO12949; 707408; Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814.DC 39703010: FL EF0000950,-1123-0478,EG0000047; EF20000341; -2000413: GA LA004452,-205317,-002833,-204956,-004251,-003379,-205374, -205572, LU001160: HI 27996 IL 127-000364: MA 1533-C: MN TS00021: NV 0040091: NM 056126: NY 12000025576, Licensed by NYS Dept. of State: NC Alarm Systems Licensing Bd., 1631 Midtown Pl., Ste.104, Raleigh, 27609, (919)875-3611; 1581-CSA: OH 50-18-1052; 50-57-1034; 53-89-1329; 53-31-1582; 50-50-1019; 50-48-1032; 50-25-1050; 50-76-1025; 19352: OK 00067 OR 59944: RI AFC0126; 18004: TN ACC-216,-241,-255,-773,-173,-937,-294,-748,-511,-934: TX B00536, Texas Private Security Bureau, 5805 Lamar Blvd., Austin 78745: UT 297869-6501: VA 11-1878; 11-1879; 11-3247; 11-3635; 11-3863; Alarm Security Contracting 2701-035978A exp. 01/31: WA ECO6 ADTSESI03205,11824 N Creek Pkwy. #105, Bothell, WA 98011: WV 014142. California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.

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ADT Always There

ADT COMMERCIAL SALES AGREEMENT

TOWN NO.	CUSTOMER NO.	JOB NO.	PO NO.	ESTIMATE NO.
0890-PHOENIX, AZ				1-G68LA0

ADDITIONAL TERMS AND CONDITIONS

DATE: 5/12/2011

ADT Security Services, Inc. ("ADT")

David Barrett
3011 S 52nd St,
Tempe, AZ 85282-3209
Tele. No. (480) 446-2390

County of Gila
d/b/a: Gila County Recorders Office
("Customer")
Customer Billing Information
,
,
Attn:
Tele. No. (928) 425-3231

Customer Premises Serviced
1400 E Ash St,
Globe, AZ 85501
Attn: David Hom
Tele. No. (928) 425-3231

Notwithstanding anything in the Agreement to the contrary, ADT and Customer agree as follows:

Terms and Conditions
Annual Service Charge – Initial Term. ADT agrees to honor the Annual Service Charge for Central Station Monitoring Services specified in this Agreement for the Initial Term of the Agreement. Thereafter, the Annual Service Charge may be increased by the increase in the Consumer Price Index for Urban Wage Earners ("CPI-W"), All Items, U.S. City Average for the prior twelve (12) month period or 5%, whichever is less.
A/C Power. Customer will supply the necessary 110VAC power as required by ADT.

This agreement is subject to cancellation pursuant to A.R.S. 38-511.

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

Presented by: _____
(Signature of ADT Sales Representative)

Sales Agent: **David Barrett**
Sales Representative Registration Number (if applicable): _____

Accepted By: _____
(Signature of Customer's Authorized Representative)

Michael A. Pastor
(Name Printed)

Title: Chairman, Board of Supervisors

Date Signed: _____

ATTEST

_____
Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM

_____
Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

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