



## Wexford County

### FINANCE & APPROPRIATIONS COMMITTEE

*Brian Potter, Chair*

#### **NOTICE OF MEETING**

The Finance and Appropriations Committee of the Wexford County Board of Commissioners will hold a regular meeting on Thursday, September 11, 2025, beginning at 4:00 p.m. in the Commissioners' Room, third floor of the Historic Courthouse, 437 E. Division St., Cadillac, Michigan.

#### **TENTATIVE AGENDA**

- A. CALL TO ORDER
- B. ROLL CALL
- C. ADDITIONS / DELETIONS TO THE AGENDA
- D. APPROVAL OF THE AGENDA
- E. APPROVAL OF AUGUST 27, 2025, REGULAR MEETING MINUTES..... 1
- F. PUBLIC COMMENTS  
*Designated for topics on the agenda only.*
- G. AGENDA ITEMS
  - 1. Approval of the Claims *(Clerk's Office)*
  - 2. Two Seven Oh Inc. Reimbursement Grant Agreement – Wexford County Animal Shelter ..... 4
  - 3. TKS Security Proposal- Wexford County Public Defender's Office ..... 6
- H. CORRESPONDENCE
- I. ADMINISTRATOR'S COMMENTS
- J. PUBLIC COMMENTS
- K. COMMITTEE COMMENTS
- L. CHAIR COMMENTS
- M. ADJOURN

WEXFORD COUNTY  
**FINANCE & APPROPRIATIONS COMMITTEE MEETING**  
REGULAR MEETING MINUTES  
August 27, 2025

The regular meeting was called to order by Chairman Brian Potter at 4:00 p.m., in the Commissioners' Room, Third Floor, Historic Courthouse, 437 E. Division St. Cadillac, Michigan.

Members Present: Brian Potter, Mark Nyman, Gary Taylor, Sandy Bengelink  
Members Absent: None  
Also Present: Jami Bigger, Deputy Admin. & HR Director; Alix Matzke, Senior Officer  
Kristi Nottingham, Treasurer; Alaina Nyman, Clerk; Joe Porterfield,  
Equalization Director & Administrator; Megan Swanberg, Executive Assistant

**ADDITIONS OR DELETIONS TO THE AGENDA**

None

**APPROVAL OF THE AGENDA**

A motion was made by Comm. Taylor and supported by Comm. Nyman to approve the agenda. A vote was called, all in favor. Motion 4-0.

**APPROVAL OF THE MINUTES**

A motion was made by Comm. Talor and supported by Comm. Nyman to approve the August 14, 2025, regular meeting minutes. A vote was called, all in favor. Motion passed 4-0.

**PUBLIC COMMENTS**

None.

**AGENDA ITEMS**

***G.1. Approval of Claims***

A motion was made by Comm. Taylor and supported by Comm. Bengelink to approve paying the claims in the amount of \$322,930.17. A vote was called, all in favor. Motion passed 4-0.

***G.2. Revenue & Expense Reports***

Mr. Porterfield stated everything is going great.

***G.3. Federal Drug Testing Contract FY26 – Community Corrections***

A motion was made by Comm. Taylor and supported by Comm. Bengelink to forward a recommendation to the full board to approve the Federal Drug Testing Contract FY26. A vote was called, all in favor. Motion passed 4-0.

***G.4. EOP Contract Renewal with CHS – Community Corrections***

A motion was made by Comm. Nyman and supported by Comm. Taylor to forward a recommendation to the full board to approve Enhanced Outpatient Program Contract Renewal with Catholic Human Services. A vote was called, all in favor. Motion passed 4-0.

***G.5. Request to Increase LOC – Landfill***

A motion was made by Comm. Bengelink and supported by Comm. Taylor to forward a recommendation to the full board to approve an increase in the amount of \$7,500 to the Letter of Credit with Fifth-third Bank, and for the Landfill. A vote was called, all in favor. Motion passed 4-0.

**G.6. Opioid Settlement Funding Agreement with CHS**

A motion was made by Comm. Taylor and supported by Comm. Nyman to forward a recommendation to the full board to approve the one-year agreement between Wexford County and Catholic Human Services utilizing \$70,000 of opioid funding to provide a Peer Recovery Coach to work with the jail staff and inmates. A vote was called, all in favor. Motion passed 4-0.

**G.7. Opioid Settlement Funding Agreement with CWTA – Amendment No.3**

A motion was made by Comm. Taylor and supported by Comm. Bengelink to forward a recommendation to the full board to approve the amendment to the Opioid Settlement Funding Agreement with the Cadillac Wexford Transit Authority (CWTA), increasing the amount to \$50,000. A vote was called, all in favor. Motion passed 4-0.

**G.8. Opioid Settlement Funding Agreement with DHD#10**

A motion was made by Comm. Bengelink and supported by Comm. Nyman to forward a recommendation to the full board to approve the agreement with District Health Department #10 utilizing \$50,000 of opioid funding to provide NaloxBoxes & Naloxone Distribution Boxes, Billboards & Radio PSA Messages and support of the annual Harm Reduction conference & other Harm reduction events.

Comm. Potter asked if it was new. Mr. Porterfield stated that this is one we have been giving to.

A vote was called, all in favor. Motion passed 4-0.

**G.9. Opioid Settlement Funding Agreement – Addiction Treatment Services**

A motion was made by Comm. Nyman and supported by Comm. Bengelink to forward a recommendation to the full board to approval the 2-year agreement between County of Wexford and Addiction Treatment Services INC. utilizing \$100,000 of opioid funding to provide withdrawal management and in-patient residential treatment to qualified Wexford County residents. A vote was called, all in favor. Motion passed 4-0.

**G.10. FY26 Budget Amendment Calendar**

A motion was made by Comm. Taylor and supported by Comm. Bengelink to forward a recommendation to the full board to approve Amendment #1 to the Fiscal Year 2026 Budget Calendar. A vote was called, all in favor. Motion passed 4-0.

**G.11. Canteen Services Food Service Agreement**

A motion was made by Comm. Bengelink and supported by Comm. Taylor to forward a recommendation to the full board to approve the 3-year Canteen Service, Inc. Food Service Agreement for the Wexford County Jail. A vote was called, all in favor. Motion passed 4-0.

**CORRESPONDENCE**

None.

**ADMINISTRATOR’S COMMENTS**

Mr. Porterfield, Administrator, informed the committee:

- Departments are getting their budget completed and turned in.
- Ms. Bigger is working on the spreadsheet for benefits.
- Mr. Porterfield & Ms. Bigger will be attending the MAC Conference at the end of August.

**PUBLIC COMMENTS**

None

**COMMITTEE COMMENTS**

None.

**CHAIR COMMENTS**

None.

**ADJOURN**

**A motion was made by Comm. Taylor and supported by Comm. Nyman to adjourn the meeting at 4:13 p.m. A vote was called, all in favor. Motion passed 4-0.**

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Brian Potter, Chair

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Megan Swanberg, Recording Secretary

# Two Seven Oh Inc.

## Reimbursement Grant Agreement

August 26, 2025

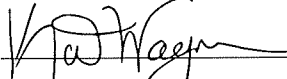
<b>GRANTEE:</b>	Wexford County Animal Shelter	
<b>GRANT AMOUNT:</b>	\$5,000.00	
<b>GRANT PERIOD:</b>	July 3, 2025 - February 1, 2026	
<b>FINAL REPORT DUE:</b>	March 1, 2026	
<b>GRANT DESCRIPTION:</b>	To spay and neuter animals prior to adoption. Costs will be covered up to \$369.00 per female canine and \$322.00 per male canine. Costs will also be covered up to \$231.00 per female feline and up to \$187.00 per male feline. These prices also include a rabies vaccine. Services will be provided by Meyer Veterinary Clinic.	
<b>GRANT ADMINISTRATOR:</b>	Madison Cregar	
Two Seven Oh Inc. (The Foundation) and The Grantee are entering into this agreement to establish the terms of The Foundation's grant to The Grantee.		<b>Please initial each section</b>
1	The Foundation will only cover expense specified in the Grant Description.	
2	Services must occur within the Grant Period.	
3	The Foundation and The Grantee may agree in writing to modify the objectives, methods or timeline of the Grant Description. Any modifications must take place before the end of the Grant Period. Any modification request after the end of the Grant Period will not be allowed	
4	<p>The Grantee agrees to submit a Final Report no later than 28 days after the end of the Grant Period. This report must include:</p> <ul style="list-style-type: none"> <li>- a brief summary of the outcome of your Grant</li> <li>- a full financial accounting of the expenditures of the grant with invoice(s)/receipt(s) for all payments used to fulfill the Grant Description you wish to have covered by this grant.</li> </ul> <p>Invoices/receipts must have:</p> <ol style="list-style-type: none"> <li>a. The description and quantity of products and/or services, line by line, and the cost of each of item;</li> <li>b. The date at which the products were purchased or when services occurred;</li> <li>c. The vendor's name with contact information;</li> <li>d. The Grantee's name somewhere on the invoice</li> </ol> <p>(If The Grantee is unable to provide an invoice/receipt without one or more of these items, the invoice/receipt will be invalid and will be removed from final award amount.)</p> <ul style="list-style-type: none"> <li>- a completed Spay Neuter Grant Summary (attached) for all surgeries included in the Grant. Each veterinarian listed in your summary under Surgery Performed By, must sign the last page of the summary, certifying that all surgeries that indicated them as the one who performed the surgery, were indeed performed. This is not be used as an invoice for procedures</li> </ul>	
5	The Foundation agrees to reimburse The Grantee up to, but not exceeding, the Grant Amount to solely implement the Grant Description, for expenses The Grantee incurred during the Grant Period following the submission of a Final Report.	
6	The Grantee agrees to cover any expenses exceeding the Grant Amount.	

7	The Grantee agrees to immediately notify The Foundation if any of the following occurs in the Grant Period: - any changes in key personnel - any changes in address or phone number - any development that significantly affects the operation of the Grant Description - any additional funding for the Grant Description	
8	The Grantee agrees to credit the participation of The Foundation as "Anonymous" in any advertisement, publicity or public comment related to the Grant Description.	
9	The Grantee will keep adequate records to document the expenditure of funds and activities supported by the grant. The Grantee agrees to make available to The Foundation the financial records related to the activities supported by the grant at any given time during the Grant Period.	
b	<b>All veterinarians that will be performing any procedures must have an active license to practice veterinary medicine and had no formal complaints filed against them within the last year.</b>	
10	In the event The Foundation finds that The Grantee has failed to comply with any terms of this agreement, The Foundation may cancel its participation in the Grant Description resulting in no funds being reimbursed.	
11	<b>The Foundation is not obligated to issue reimbursement checks before the Final Report Due Date, regardless if the grantee completes and submits the final report prior to the due date.</b>	

On behalf of The Grantee as a **Board Member**, I understand and agree to the foregoing terms and conditions of accepting Two Seven Oh Inc.'s grant, and authorize this agreement on The Grantee's behalf.

Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Board Position/Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 E-mail: \_\_\_\_\_  
 Phone: \_\_\_\_\_

I authorize this grant agreement and terms listed above as a representative of The Foundation.

Signature of Director of Grants:   
 Printed Name of Director of Grants: Katie Wagner  
 Date: August 26, 2025

**This signed agreement must be postmarked, faxed or emailed by: September 23, 2025**

*\*Please note that if each section is not initialed and the agreement is not signed by a **Member of the Board (or Board of Commissioners)** the agreement will not be valid. If you have any questions please contact the Grant Administrator listed on your agreement.*



# TKS II SECURITY

YOUR WORLD. SECURED.

Proposal

ACCESS CONTROL

BURGLAR ALARMS

CAMERAS

FIRE ALARMS

INTERCOMS

MONITORING

EMERGENCY LINES

HOSTED & MANAGED

SYSTEMS

This Proposal has been carefully prepared for:  
Sierra Golden

**Wexford Missaukee Public Defenders Office**  
419 N Lake St, Cadillac, MI 49601, USA

**Project Title and Location:**  
**Access Control Installation**  
419 N. Lake St.,  
Cadillac, Michigan 49601

## INTRODUCTION

Dear **Sierra Golden**,

**Thank you**, for considering **TKS Security**. We keep things simple and transparent — so here's the price, right up front. After that, we'll show you how we got there and what it includes, so you know exactly what you're getting.

**The price for this Proposal is: \$12,671.34**

*Expiration date: 10 / 04 / 2025*

While the price is important, we know there are other things that matter when choosing a Security and Life Safety Company. We are 100% committed to being the best Service Partner for our customers. Here is what that means for YOU :

- ✓ *TKS is a **licensed** Security and Fire Alarm Company*
- ✓ *Our staff is **knowledgable, trained and committed to providing world-class, customer service***
- ✓ *We install NDAA compliant video equipment.*
- ✓ *We are **experts** and designing, installing and servicing systems for **you***

Please review the attached Proposal at your convenience. Should you have any questions, please do not hesitate to reach out to us. **Thank you for considering TKS!**

Sincerely,  
Ryan Randolph

### TKS SECURITY

rrandolph@gotks.com

(616) 318-5321

GOTKS.COM

(888) 595-1115

## PROJECT INFORMATION

### CONTACT DETAILS

Customer/Business Name:	<b>Wexford Missaukee Public Defenders Office</b>
Project Address:	<b>419 N. Lake St., Cadillac, Michigan 49601</b>
Main Contact:	<b>Sierra Golden</b>
Main Contact Phone Number:	<b>231-444-0480</b>
Main Contact email address:	<b>sgolden@wexfordcounty.org</b>

- THIS IS A BOX SALE ONLY
- THIS IS A SERVICE AGREEMENT ONLY

Doors:

Main Breezeway door - Handle and Strike

Front Door - Strike

Back Door - Handle and Strike

## ACCESS CONTROL - HOSTED (MyTKS) - INCLUDED

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- ✓ *Open Doors, Gates* and other portals from anywhere
  - ✓ *Lockdown* some, or all of your doors, easily from anywhere with a mobile app or web app
  - ✓ *Lockout* some, or all of your users, easily, from anywhere
  - ✓ *Interface* a TKS Panic system to Lockdown your doors in an emergency, call authorities and send SMS
  - ✓ *Interface* a TKS Alarm system to lock your unlocked doors, when you leave earlier than expected
  - ✓ *Add, Delete or Edit* users, schedules or operators, 24/7 - from anywhere
  - ✓ *Easily Create* one time events to lock/unlock doors, such as open houses, meetings, etc
  - ✓ *Unlimited Card Holders/Users*
  - ✓ *Unlimited Operators (Admins)*
  - ✓ *Easy-to-use*, one of the most *powerful*, yet *simple* interfaces available
  - ✓ *Free Mobile App and Web Apps*, included with our service (iOS, Android, Windows, MAC)
  - ✓ *Unlimited logins*
  - ✓ *Unlimited Sites* - manage from one, to thousands of locations, with the same, *easy-to-use* interface
  - ✓ *Free* system updates, always included with our service
  - ✓ *Free* feature updates, always included with our service
  - ✓ *Free* training, updates and assistance with our service
  - ✓ *24/7* access to the system, from anywhere in the world - all that you need, is an internet connection
  - ✓ *Unlimited* system expansion, as we add hardware, the system can grow to *any* size
  - ✓ *Unlimited* timezones, control office doors and gates all over the world with one, *simple* interface
  - ✓ *Unlimited Time*
  - ✓ *Clearly Better* than web-based panels, which are prone to disaster, risk, data loss and failure
  - ✓ *Less Maintenance* than an on-premise server, which requires updates, support and replacement over time
  - ✓ *Less Cost* than on-premise software, which requires licensing, fees and support costs
  - ✓ *Your database resides in our MSP Infrastructure*
  - ✓ *True Cloud SaaS Solution in a Tier 3 Data Center*
  - ✓ *99.99% uptime* with our datacenter alliance
-

## ALARMS - BURGLAR, PANIC, LOCKDOWN

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- ✓ *Control* you system from anywhere with our connected services
  - ✓ *Lockdown* some, or all of your doors, easily from anywhere with a mobile app or web app
  - ✓ *Lockout* some, or all of your users, easily, from anywhere
  - ✓ *Interface* a TKS Panic system to Lockdown your doors in an emergency, call authorities and send SMS
  - ✓ *State Licensed*
  - ✓ *Remote Access*
    - ✓ *Multi-Site*
  - ✓ *Network and Cellular*
    - ✓ *Trained Technicians*
    - ✓ *Monitored*
    - ✓ *Connected Apps*
    - ✓ *Simple and Easy to use*
-

## Scope of work

TKS to provide and install all below listed equipment.

TKS will install 3 card readers. 1 card reader at main entrance, 1 card reader in lobby to back offices and 1 card reader at side exterior entrance.

TKS to install Alarm system with 3 remote panic buttons.

TKS to provide training and support for system once installation is complete.

Access Control

QTY	SKU	Name
1	KT-4	Kantech 4-Door Controller (In Enclosure)
1	324	DMP 16VAC/100VA Transformer in small enclosure
1	40KNKS-00-000000	HID Signo 40K Single-Gang Keypad Reader
2	175F-26D	Marks 175 Series Store room function w/ cylinder
3	HES5000C	HES 5000C
3	N78CW/STDD	Nascom 3/4" DPDT Recessed Door Contact
25	1346LNSMN	HID Keyfob Prox III
0.5	425400	22-06 UNS STR CMR GRY JKT 1000'
0.5	427300-10500	18-04 UNS STR CMR WHT JKT
0.5	425302 (1000)	22-04 Stranded Unshielded Riser Blue Stripe 1000ft Box
2	CLP-110-630	10" Commercial Latch Guard Protector
1	MISC	Screws, connectors, Hangars, Wire Nuts
16	INSLBR	Install Labor - Programming, Installation, Testing
1	PRGRM	Programming and Commissioning

Subtotal	<b>\$9,879.84</b>
<b>Total</b>	<b>\$9,879.84</b>

**ALARM SYSTEM - PANIC ALARM KIT**

**QTY NAME**

1	DMP XT-50 Control Panel Network in Med Enclosure
1	DMP Verizon LTE Cellular Communicator with 381-2 Cable
1	DMP 263EXT Cellular Extension Module
1	DMP Thinline, Green Backlit LCD
1	50 VA Plug-in Transformer
1	12V 7AH Battery
3	DMP Two-Button Hold Up Button (White) with Belt Clip
1	HOLD-UP BUTTON 2-BUTTON, MOMENTARY
1	Programming, Commissioning, Setup
8	Installation Labor
0.5	22-04 Stranded Unshielded Riser Blue Stripe 500ft Box
1	DMP Relay Output Module

Subtotal	<b>\$2,791.50</b>
<b>Total</b>	<b>\$2,791.50</b>

**INVESTMENT**

**INITIAL INVESTMENT: \$12,671.34** not including tax.

**MONITORING/HOSTING SERVICES (SHOWN AS MONTHLY)**

Quantity	Description	Price	Subtotal
3	*Kantech Hatrix by TKS - 2-4 Hosted AC	\$22.00	\$66.00
1	*Burglar Alarm Monitoring w/ Interactive Features Dual Path with Cellular backup	\$64.99	\$64.99
		<b>Subtotal</b>	<b>\$130.99</b>
		<b>Total</b>	<b>\$130.99</b>

**RECOMMENDED SERVICES (OPTIONAL)**

Quantity	Description	Price	Subtotal
1	Quality Service Program	\$100.00	\$100.00
		<b>Subtotal</b>	<b>\$100.00</b>
		<b>Total</b>	<b>\$100.00</b>

*Please select a QSP option:*

*If Declined: I accept service terms as outlined in contract.*

*If Accepted: No cost for future parts or labor as long as QSP is paid current. (Excludes physical damage. i.e. vandalism, acts of God, etc.)*

*I understand the parts/labor terms.*

**TKS SECURITY**  
 220 Cesar E. Chavez Ave SW, Grand Rapids, MI 49503  
 (888) 595-1115  
 STANDARD COMMERCIAL SECURITY AGREEMENT

**Date:** Telephone No.: 231-444-0480  
**Subscriber's Name: Wexford Missaukee Public Defenders Office** Email Address.:sgolden@wexfordcounty.org  
**Address: 419 N Lake St, Cadillac, Michigan 49601, USA**

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

Total Purchase Price: **\$12,671.34 + Tax if Applicable**  
 Down Payment: **\$6335.67 + Tax (you will receive an invoice with the total)**  
 Balance due upon completion of installation: **\$6335.67 + Tax**

2. DESCRIPTION OF EQUIPMENT AND SERVICES (Select Services Provided):

<input checked="" type="checkbox"/>	Monitoring Center Services	<input type="checkbox"/>	Repair Service	<input type="checkbox"/>	Inspections	<input type="checkbox"/>	Remote/Cloud Video Services
<input type="checkbox"/>	Video System	<input checked="" type="checkbox"/>	Access Control	<input type="checkbox"/>	Access Control Administration	<input type="checkbox"/>	Alarm Signal Verification
<input checked="" type="checkbox"/>	Cellular Network	<input type="checkbox"/>	Self-Monitoring	<input checked="" type="checkbox"/>	Burglar Alarm	<input type="checkbox"/>	Fire Alarm
<input type="checkbox"/>	Webcam Hosting	<input type="checkbox"/>	Other	<input type="checkbox"/>	Other	<input type="checkbox"/>	Other

3. PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF TKS / TITLE TO EQUIPMENT: Provided Subscriber performs this agreement for the full term, upon termination TKS shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code. Software programmed by TKS is the intellectual property of TKS 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. Upon installation the Equipment shall be deemed Subscriber's personal property and shall not be considered a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by TKS. TKS' signs and decals remain the property of TKS and must be removed upon termination of this agreement.

4. 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):

<input checked="" type="checkbox"/>	Monthly	<input type="checkbox"/>	Quarter Annually	<input type="checkbox"/>	Semi-Annually	<input type="checkbox"/>	Annually
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<input checked="" type="checkbox"/>	<b>(a) MONITORING CHARGES:</b> Subscriber agrees to pay TKS the sum of \$64.99 per month for the monitoring of the Security System for the term of this agreement.
<input checked="" type="checkbox"/>	<b>(b) SERVICE:</b> Unless a QSP is selected, subscriber agrees to pay TKS on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay TKS for all parts and labor at time of service ( <b>Standard/Non-Emergency Rate: \$160.00/hour labor plus \$120 trip charge plus parts</b> ). Subscriber is not obligated to call TKS for per call service and TKS is under no duty to provide service except its warranty. <b>Subscriber to initial for per call service option:</b>

<input type="checkbox"/>	<p><b>(c) INSPECTION AND TESTING:</b> Subscriber agrees to pay TKS \$<i>N/A</i> per month for the term of this agreement for inspection service. If this option is selected TKS will make 4 inspection(s) per year. Unless otherwise noted in the Schedule of Equipment and Services inspection service includes testing of all accessible components to insure proper working order. If the system is UL Certified, the inspection will comply with UL requirements. TKS will notify Subscriber 3 days in advance of inspection date. It is Subscriber's responsibility to reschedule or permit access. Testing at inspection tests only that components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair. 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 TKS has no responsibility or liability.</p>
<input type="checkbox"/>	<p><b>(d) ALARM SIGNAL VERIFICATION:</b> Subscriber agrees to pay TKS the sum of \$<i>N/A</i> per month for the term of this agreement. If Subscriber selects Alarm Signal Verification as a service to be provided, or if Alarm Signal Verification is required by law, TKS or its designated Monitoring Center shall verify the alarm signal by electronic telephone communication, video verification or such other verification system deemed appropriate by TKS or as required by local law and only verified alarm conditions shall be communicated to police or fire department.</p>
<input type="checkbox"/>	<p><b>(e) REMOTE VIDEO SERVICES (RVS):</b> Subscriber agrees to pay TKS the sum of \$<i>N/A</i> per month for the term of this agreement. (Select Services Provided)</p>
<input checked="" type="checkbox"/>	<p><b>(f) ACCESS CONTROL ADMINISTRATION SERVICES:</b> Subscriber agrees to pay TKS the sum of \$66.00 per month for the term of this agreement. (Select Services Provided):</p> <p><input checked="" type="checkbox"/> Hosted Access Control    <input type="checkbox"/> Managed Access Control</p>
<input type="checkbox"/>	<p><b>(g) CELLULAR NETWORK:</b> Subscriber agrees to pay TKS the sum of \$<i>N/A</i> per month for the term of this agreement.</p>
<input type="checkbox"/>	<p><b>(h) SELF-MONITORING:</b> Subscriber agrees to pay TKS the sum of \$ per month for the term of this agreement, for self-monitoring services. Self-Monitoring is provided by third party vendors who facilitate signals and data from Subscriber's alarm system to Subscriber's Internet or Cellular connected device. Unless Subscriber has selected Monitoring Center Services, signals from Subscriber's security system will not be monitored by and no signals will be received by any professional Monitoring Center.</p>
<input type="checkbox"/>	<p><b>(i) CYBER SECURITY: COMPLIANT ENCRYPTION:</b> Subscriber agrees to pay TKS the sum of \$ per month for the term of this agreement for cyber security encryption services as specified in the Schedule of Equipment and Services. Cyber security compliance and conformance programs include guidelines in Underwriters Laboratory (UL), 2090 Cybersecurity Assurance Program or the National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF). Encryption services are currently available for installation, inspection and monitoring of Camera and Access Control equipment which meets Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology (NIST), UL or any other established criteria for encryption.</p>



IN LIEU OF SEPARATE RECURRING CHARGES IN PARAGRAPHS 4(a)-(i) ABOVE, SUBSCRIBER SHALL PAY TKS SECURITY \$130.99 PER MONTH WHICH INCLUDES ALL THE CHECKED SERVICES IN PARAGRAPHS 4(a)-(i).

**5. TERM OF AGREEMENT / RENEWAL:** The term of this agreement shall be for a period of 10 years and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other of their intention not to renew the agreement at least 60 days prior to the expiration of any term. After the expiration of one year from the date hereof TKS shall be permitted from time to time to increase all charges by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase. TKS may invoice Subscriber in advance monthly, quarterly, or annually at TKS' option. Unless otherwise specified herein, all recurring charges for 4(a)-(i) 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.

**6. MONITORING CENTER SERVICES:** Upon receipt of an alarm signal, video or audio transmission, from Subscriber's security system, TKS or its designee Monitoring Center shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department (First Responders) depending upon the type of signal received. Not all signals or transmissions will require notification to the authorities and Subscriber may obtain a written response policy from TKS. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of TKS or TKS' designee Monitoring Center and TKS 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 and transmissions are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication, and pass through communication networks wholly beyond the control of TKS and are not maintained by TKS except TKS may own the radio network, and TKS shall not be responsible for any failure which prevents transmission signals from reaching the Monitoring Center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish TKS with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List, TKS 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 TKS' notification obligation. All changes and revisions shall be supplied to TKS in writing. Subscriber authorizes TKS to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting Monitoring Center to monitor video or sound then upon receipt of an alarm signal, Monitoring Center shall monitor video or sound for so long as Monitoring Center, in its sole discretion, deems appropriate to confirm an alarm or emergency condition. If Subscriber requests TKS to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay TKS \$90.00 for each such service. TKS may, without prior notice, suspend or terminate its services, in TKS' sole discretion, in event of Subscriber's default in performance of this agreement or in event Monitoring Center facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms or runaway signals. Monitoring Center is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by TKS.

**7. REPAIR SERVICE:** Repair service pursuant to paragraph 4(b)(ii), includes all parts and labor, and TKS shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration 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 connected with the security system as originally installed without TKS' written consent.

**8. SUBSCRIBER REMOTE ACCESS:** If Remote Access is included in the Schedule of Equipment and Services to be installed and services provided by TKS, the equipment will transmit data via Subscriber's high speed Internet, cellular or radio communication service from remote device supplied by TKS or Subscriber's Internet or wireless connection device which is compatible with TKS' remote services. TKS will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed or, when system design permits, connect the system to the Internet, over which TKS has no control. The remote services server is provided either by TKS or a third party. TKS shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. TKS shall have no responsibility for failure of data transmission, corruption or unauthorized access by hacking or otherwise and shall not monitor or view the camera data. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology (NIST) or any other established criteria for encryption and TKS shall have no liability for access to the alarm system by others.

**9. WIRELESS AND INTERNET ACCESS CAPABILITIES:** Subscriber is responsible for supplying high-speed Internet access and/or wireless services at Subscriber's premises. TKS does not provide Internet service, maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments for remote access to the system, TKS will authorize Subscriber access. TKS is not responsible for Subscriber's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and TKS shall have no liability for such third party unauthorized access. TKS is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. TKS is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to Subscriber's system will be at Subscriber's expense. If Subscriber is Self-Monitoring, no signals will be received unless Subscriber has access to the selected mode of communication pathway such as cellular, radio or Internet service.

**10. ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS / ACCESS CONTROL ADMINISTRATION:** If Access Control is selected as a service to be provided and included in the Schedule of Equipment and Services, Access Control equipment shall be connected to a computer supplied by the Subscriber and connected to Subscriber's computer network. If data storage or backup is a selected service TKS or its designee shall store and/or backup data received from Subscriber's system for a period of one year. TKS shall have no liability for data corruption or inability to retrieve data even if caused by TKS' negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Internet access is not provided by TKS and TKS has no responsibility for such access or IP address service. TKS

shall have no liability for unauthorized access to the system through the Internet or other communication networks or data corruption or loss for any reason whatsoever. If Access Control Administration is selected as a service to be provided TKS will maintain the data base for the operation of the Access Control System. Subscriber will advise TKS of all change in personnel and/or changes in access levels of authorization and restrictions, providing access card serial numbers or biometric data and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to TKS regarding personnel access must be in writing via email or fax to addresses designated by TKS. TKS shall have remote Internet access to the Subscriber's designated access control computer to program and make data base updates to the system. Subscriber is responsible for maintaining its computer and computer network and Internet access.

**11. AUDIO / VIDEO SYSTEM OPERATION AND LIMITATIONS:** If Audio / Video System is selected as a service to be provided and included in the Schedule of Equipment and Services, and if video equipment is attached to a recorder, it shall not be used for any other purpose. TKS shall be permitted to access and make changes to the system's operation on site and over the internet. If data storage is selected service, TKS shall store data received from Subscriber's system for one year. TKS shall have no liability for data corruption or inability to retrieve data even if caused by TKS' negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Telephone or internet access is not provided by TKS and TKS has no responsibility for such access or IP address service. If system has remote access TKS is not responsible for the security or privacy of any wireless network system or router, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock outs. TKS shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever. If audio or video devices are installed, Subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. TKS has made no representations and has provided no advice regarding the use of audio or video devices, and it is Subscriber's sole responsibility to use the camera and audio devices lawfully.

**12. GUARD RESPONSE:** If guard response is specified as a service to be provided, upon receipt of an alarm signal, TKS or its subcontractor shall as soon as may be practical send one or more of its guards to the Subscriber's premises. Unless the guard determines that the alarm is a false alarm and that no situation requiring police or fire department services exist, the guard shall notify the Monitoring Center or police or fire department directly that an emergency situation exists and wait up to 15 minutes for the municipal police or fire department personnel or Subscriber to arrive at the premises and if permitted by the police shall assist in making a search of the premises to determine the cause of the alarm condition. If provided with keys to the premises the guard shall endeavor to secure the premises and repair the security equipment. However, Subscriber acknowledges that the guard is not required to enter the premises or to render any service to the security equipment and shall not be required to remain stationed at Subscriber's premises for more than 15 minutes after initial arrival. Subscriber authorizes the guard to take such action the guard deems necessary to secure the premises and reset the alarm, though Subscriber acknowledges that the guard may not be able to or may not have sufficient time to secure the premises or reset the alarm and put same in working order. If Subscriber requests TKS to station its guard at the premises for more than 30 minutes, and TKS has sufficient personnel to provide such service, and TKS makes no such representation that its personnel will be available, then Subscriber agrees to pay TKS \$95.00 per half hour plus tax for such service. Subscriber agrees to confirm the request to TKS to provide extended guard service by email, text or recorded conversation to TKS at the time request is made and TKS is authorized to ignore any request not confirmed within 15 minutes.

**LIMITED WARRANTY ON SALE**

13. In the event that any part of the security equipment becomes defective, TKS agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. TKS reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life. TKS is not the manufacturer of the equipment and other than TKS' 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, TKS makes no express warranties as to any matter whatsoever, including, without limitation to, unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose and TKS shall not be liable for consequential damages.** TKS does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. **TKS 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 TKS. Subscriber acknowledges that any affirmation of fact or promise made by TKS shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on TKS' 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 TKS has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for TKS' breach of this agreement or negligence to any degree under this agreement is to require TKS to repair or replace, at TKS' option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 4(b)(ii) of this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, TKS will procure all permits required by local law and will provide a Certificate of Workman's Compensation prior to starting work.

**GENERAL PROVISION**

14. **DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL:** TKS 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 TKS' 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 TKS, TKS shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber agrees to pay TKS 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 TKS on less than 24 hour notice to TKS. If installation is delayed for more than one year from date hereof by Subscriber or other contractors engaged by Subscriber and through no fault of TKS, 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. Should TKS be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay TKS for such service or material.

15. **TESTING OF SECURITY SYSTEM:** The parties hereto agree that the security equipment, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the security equipment and to notify TKS if any equipment is in need of repair. Service, if provided, is pursuant to paragraphs 4 and 7. TKS shall not be required to service the security equipment unless it has received notice from Subscriber, and upon such notice, TKS shall, during the warranty or repair service plan period, service the security equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m. Subscriber agrees to test and inspect the security equipment and to advise TKS of any defect, error or omission in the security equipment. In the event Subscriber complies with the terms of this agreement and TKS fails to repair the security equipment within 36 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Subscriber agrees to send notice that the security equipment is in need of repair to TKS, in writing, by certified or registered mail, return receipt requested, and Subscriber shall not be responsible for payments due while the security equipment remains inoperable. 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 TKS, evidencing that warranty service was requested by Subscriber.

16. **CARE AND SERVICE OF SECURITY SYSTEM:** Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service under paragraph 4(b) (ii) and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without TKS' written consent.

17. **ALTERATION OF PREMISES FOR INSTALLATION:** TKS is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in TKS' sole discretion for the installation and service of the security system, and TKS shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement.

18. **SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:** Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high-speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by TKS.

19. **LIEN LAW:** TKS or any subcontractor engaged by TKS to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.

20. **INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS:** Subscriber agrees to defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless TKS, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or by Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by TKS' performance, negligence or failure to perform any obligation under or in furtherance of this agreement. Parties agree that there are no third-party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against TKS or TKS' 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 TKS, which shall not unreasonably be withheld. TKS shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations herein upon such assignment.

**21. EXCULPATORY CLAUSE:** TKS and Subscriber agree that TKS is not an insurer and no insurance coverage is offered herein. The security system, equipment, and TKS' services are designed to detect and reduce certain risks of loss, though TKS does not guarantee that no loss or damage will occur. TKS is not assuming liability, and, therefore, shall not be liable to Subscriber or any other third party 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 or property damage sustained by Subscriber or others as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by TKS' 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, except for gross negligence and willful misconduct.

**22. 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 TKS is named as additional insured and which shall on a primary and non-contributing basis cover any loss or damage TKS' 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, system or TKS' services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. TKS 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 TKS and its subcontractors for loss or damages caused by perils intended to be detected by TKS' services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.

**23. LIMITATION OF LIABILITY:** SUBSCRIBER AGREES THAT, EXCEPT FOR TKS' GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, SHOULD THERE ARISE ANY LIABILITY ON THE PART OF TKS AS A RESULT OF TKS' BREACH OF THIS CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF TKS' 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 TKS' LIABILITY SHALL BE LIMITED TO THE SUM OF \$250.00 OR 6 TIMES THE MONTHLY PAYMENT FOR SERVICES BEING PROVIDED AT TIME OF LOSS, WHICHEVER IS GREATER. IF SUBSCRIBER WISHES TO INCREASE TKS' 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 TKS' INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE AND NOTWITHSTANDING THE FOREGOING, TKS' LIABILITY SHALL NOT EXCEED ITS AVAILABLE INSURANCE COVERAGE.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXCULPATORY CLAUSE, INDEMNITY, INSURANCE, ALLOCATION OF RISK AND LIMITATION OF LIABILITY PROVISIONS.

**24. LEGAL ACTION / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION:** The parties agree that due to the nature of the services to be provided by TKS, the payments to be made by the Subscriber for the term of this agreement form an integral part of TKS' anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix TKS' actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to TKS, 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 and TKS shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to remotely re-program or delete any programming without relieving Subscriber of any obligation herein.

**SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE**

The prevailing party in any litigation or arbitration is entitled to recover its legal fees from the other party. In any action commenced by TKS against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. **SUBSCRIBER MAY BRING CLAIMS AGAINST TKS 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, 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, submission of papers or in-person hearing. By agreeing to this arbitration provision the parties are waiving their right to a trial before a judge or jury, waiving their right to appeal the arbitration award and waiving their right to participate in a class action. 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 Michigan, 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 the county where TKS' principal place of business is located or Nassau County, New York. The parties waive trial by jury in any action between them unless prohibited by law. Any action between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings by either party must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against TKS 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.**

**25. TKS' RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Subscriber agrees that TKS is authorized and permitted to subcontract any services to be provided by TKS to third parties who may be independent of TKS, and that TKS shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Subscriber appoints TKS to act as Subscriber's agent with respect to such third parties, except that TKS shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to TKS' 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 TKS.

**26. MOLD, OBSTACLES AND HAZARDOUS CONDITIONS:** Subscriber shall notify TKS in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and Subscriber shall be responsible for removal of such conditions. In the event TKS discovers the presence of suspected asbestos or other hazardous material, TKS shall stop all work immediately and notify Subscriber. It shall be Subscriber's sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed and Subscriber agrees to compensate TKS for any

additional expenses caused by the delay but not less than \$1000.00 per day until work can resume. If TKS, in its sole discretion, determines that continuing the work poses a risk to TKS or its employees or agents, TKS may elect to terminate this agreement on 3 day notice to Subscriber and Subscriber shall compensate TKS for all services rendered and material provided to date of termination. TKS shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall TKS be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof.

**27. NON-SOLICITATION:** Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of TKS assigned by TKS to perform any service for or on behalf of Subscriber for a period of two years after TKS has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, TKS 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 TKS, times twelve, together with TKS' counsel and expert witness fees.

**28. FALSE ALARMS / PERMIT FEES / WITNESS FEES:** Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse TKS for any fees or fines relating to permits or false alarms. TKS shall have no liability for permit fees, false alarms, false alarm fines, the manner in which police or fire department responds, or the refusal of the police or fire department to respond. In the event of termination of police or fire department response this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. In the event Subscriber or any third party subpoenas or summons TKS requiring any services or appearances, Subscriber agrees to pay TKS **\$160 per hour** for such services and appearances. Subscriber shall reimburse TKS for any Monitoring Center charges for excessive, run-a-way or false alarm signals.

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

**30. CREDIT INVESTIGATION:** Subscriber and any guarantor authorize TKS to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.

**31. FULL AGREEMENT / SEVERABILITY:** This agreement along with the Schedule of Equipment and Services 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. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

# ACCEPTANCE

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

**TKS SECURITY**

Ryan Randolph

Title

**WEXFORD MISSAUKEE PUBLIC DEFENDERS OFFICE**

Sierra Golden

Title

## TYPICAL NEXT STEPS - AFTER SIGNATURES

Once this Document is fully executed, TKS will begin processing your order and/or scheduling services, installation, etc.

- **Step 1** - Download and file an executed copy of this document - **TKS and YOU**
- **Step 2** - Process the request and create an internal ticket in our system - **TKS**
- **Step 3** - An authorized Manager will review the ticket for accuracy - **TKS**
- **Step 4** - When applicable, a partial invoice will be sent to you for payment - **YOU**
- **Step 5** - When we receive your first payment, we will order materials - **YOU**
- **Step 6 and Beyond** - Scheduling and any specific system pre-requisites will be sent to you and communicated with you via phone and email. You will receive scheduled updates from us along the way including during the project. **More details will be sent as the project advances, and as applicable. We look forward to working with you soon - Thank you for Choosing TKS SECURITY!**

## WHY TKS

**OUR MISSION** is to protect people and property while providing our customers with the best security solutions and service.

**OUR VISION** is to become Michigan's best security company by being the leader in service, knowledge, design and delivery.

**CORE VALUES AND GUIDING PRINCIPLES**

- **CUSTOMER-FOCUSED** – We will be respectful, responsive, caring and consistent in all customer relations. We will always keep the customer at the forefront of our decisions and our actions.
- **TEAMWORK** – Every member of the TKS team will contribute their time & talent in a coordinated effort to ensure the company will consistently meet its' strategic goals. We will communicate our Vision, Mission and Values in a clear, consistent & transparent manner so that all team members understand their role & requirements in achieving these goals.
- **INTEGRITY** – In all facets of our business, our actions shall remain consistent. We will gain trust by honoring our commitments, exemplifying honesty and integrity to our customers, our employees and our community.
- **INNOVATIVE** – The products, systems and technologies that we deliver to our customers will represent the leading edge in our industry. We will partner with companies that are forward looking and that provide us with the highest quality custom security solutions available.
- **ACCOUNTABILITY** – Each member of our team agrees to be accountable for ownership of their actions in relation to other members of the team, our various partners and especially to our customers.

Turn Key Systems, LLC | dba: **TKS || SECURITY**

- *Founded in 2010*

- State of Michigan Licensed Security Alarm Contractor, License [#3601206063](#)
- State of Michigan Licensed Fire Alarm Contractor, License [#5103347](#)
- State of Michigan Bureau of Fire Services, Public Act 207 Certification [#A-1158](#)
- 24/7 Emergency Service
- Maintenance and Service Agreements Available in Certain Areas
- 24/7 UL Central Station Monitoring
- Intrusion Detection (Burglar Alarms)
- Fire Alarms
- Access Control
- Intercoms
- Security Video Management Systems (Replacement of CCTV)
- Integrated Systems