



1003

CLIENT AGREEMENT

NO. 1003  
DATE: July 1 2018  
PHONE 274-4700

CLIENT NAME Central Unified School District  
INSTALL AT See Exhibit A for sites  
BILL TO ABOVE  BILL TO OTHER  Central Unified 4605 N Polk Ave Fresno CA 93722  
Name: attn: Accounts Payable

Dealer agrees to install or cause to be installed and to service, without liability and not as an insurer, during the term of this agreement, an alarm system as described on the Security System Quotation dated 7-1-18 which becomes part of this Agreement

This agreement applies to: (check appropriate categories)

All equipment is the personal property of the Dealer  Client   
TELEPHONE CO. CHARGES INCLUDED: Yes  No   
 Burglar Alarm Signaling System  Sprinkler Supervisory Signaling Service  
 Hold-Up Alarm Signaling Service  Access Control Service  
 Fire Alarm Signaling Service  Other Monitored Video.

SPECIAL INSTRUCTIONS: Listed Monitoring is cumulative for one year  
DIR # 1000007583

The undersigned agrees to pay the DEALER, its agents or assigns the sums of:

INSTALLATION: \$ 0 (\$ 0 Total (Down Payment) \$ 0 Balance upon Completion)

MONITORING: \$ 92,416.32/yr (Payable In Advance) \$ 0 Tax \$ 92,416.32/yr Monthly Total Payment Mode

SERVICE: Monitoring sites: systems and amounts see Exhibit A

MONTHLY MANAGEMENT REPORT: Yes  No  \$ 0 COMMUNICATION LINK: \$ N/A

LIMITED WARRANTY

1 Except as set forth herein, THE DEALER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, AND DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY. CLIENT ACKNOWLEDGES THAT NO OTHER REPRESENTATIONS WERE MADE TO CLIENT OR RELIED UPON BY CLIENT WITH RESPECT TO THE QUALITY AND FUNCTION OF THE GOODS.

2 In the event any part of the equipment installed shall become defective or inoperative under normal use within one (1) year from the date of the original invoice for this installation, and DEALER determines the equipment is defective or inoperative, DEALER shall replace or repair such defective part without charge to CLIENT. IN NO EVENT SHALL DEALER BE LIABLE FOR MORE THAN, AND CLIENTS EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY SHALL BE LIMITED TO, THE REPAIR OR REPLACEMENT OF DEFECTIVE EQUIPMENT INSTALLED UNDER THIS AGREEMENT, AND DEALER SHALL NOT BE LIABLE FOR INJURIES TO PERSONS OR PROPERTY, INCLUDING BUT NOT LIMITED TO, ALL GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WARRANTY IS NOT ASSIGNABLE.

3 If CLIENT shall discover a defect in the products supplied under this Agreement, CLIENT shall immediately contact DEALER in writing or by telephone and fully describe the nature of the defect so that repair service may be rendered.

4 DEALER shall not be liable for repair or replacement in the event of damage to material or equipment caused by accident, vandalism, flood, water, lightning, fire, intrusion, abuse, misuse, an act of God, any casualty, including electricity, unauthorized repair service, modification or improper installation by anyone other than DEALER and any other cause beyond the control of DEALER, including interruption of electrical or telephone service.

5 CLIENT acknowledges that any affirmation of fact or promise made by DEALER shall not be deemed to create an express warranty, and that DEALER makes no representation or warranty, that the system or service supplied may not be compromised, circumvented, or that the system or services will in all cases provide the signaling, monitoring and response for which it was intended. CLIENT is not relying on DEALER'S skill or judgment in selecting or furnishing a system suitable for any particular purpose. Some states do not allow limitations on how long an implied warranty lasts or the exclusion or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights that may vary from state to state.

THIS AGREEMENT IS NOT BINDING UNLESS APPROVED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SONITROL. IN THE EVENT OF FAILURE OF APPROVAL, THE ONLY LIABILITY OF DEALER SHALL BE TO RETURN TO THE CLIENT THE AMOUNT, IF ANY, PAID UPON THE SIGNING OF THIS AGREEMENT. CLIENT ACKNOWLEDGES THAT DEALER'S LIABILITY IS LIMITED AS SET FORTH HEREIN AND THAT DEALER IS A SONITROL INDEPENDENT FRANCHISED DEALER AND NOT A SUBSIDIARY OR AGENT OF SONITROL CORPORATION.

CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, AND SPECIFICALLY ACKNOWLEDGES AND ACCEPTS THAT DEALER'S LIABILITY IS LIMITED AS SET FORTH HEREIN.

In certain states alarm agents are licensed and regulated. In this state the agency is Dept. of Consumer Affairs

THE MONITORING/SERVICE CHARGE IS SUBJECT TO CHANGE AS SET FORTH IN PARAGRAPH 3, ON THE REVERSE SIDE, IN ADDITION, TOGETHER WITH THE FIRST PAYMENT, CLIENT SHALL PAY THE PRO RATA SHARE OF THE MONITORING SERVICE CHARGE FOR THE MONTH IN WHICH MONITOR/SERVICE COMMENCED.

THIS AGREEMENT IS FOR A TERM OF FIVE YEARS FROM THE DATE INSTALLATION IS COMPLETED. IF THIS TRANSACTION IS WITH A RESIDENTIAL CLIENT, YOU MAY CANCEL IT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY FROM THE DATE OF THIS AGREEMENT. SEE THE ATTACHED NOTICE OF CANCELLATION FORM. WORK ON YOUR INSTALLATION WILL BEGIN APPROXIMATELY ASAP AND SHALL BE SUBSTANTIALLY COMPLETED WITHIN APPROXIMATELY WORKING DAYS AFTER COMMENCEMENT SUBJECT TO PERMISSIBLE DELAYS PURSUANT TO THIS AGREEMENT.

SONITROL INDEPENDENT FRANCHISED DEALER Sonitrol of Fresno  
ADDRESS 3621 W. Beechwood Ave  
CITY Fresno STATE CA  
PHONE No 264-5924 LIC. NO. AC02599

SUBJECT TO TERMS ON REVERSE, INCLUDING PARAGRAPH 12.  
SIGNATURE X  
(CLIENT)  
TITLE  
DATE

SIGNATURE X [Signature] REG. NO. ACE81102  
(DEALER REPRESENTATIVE)  
APPROVED X [Signature] REG. NO.  
(SONITROL INDEPENDENT FRANCHISED DEALER)

**Central Unified School District  
Monitoring 2018 Budget  
Exhibit A**

Acct #	Site	Intrusion	Fire	Fire Test/Inspect	Monitored Video	Monitored Access	Monthly Total	Yearly Total
1066	KOLIGIAN STADIUM		\$ 48.00	\$ 50.00			\$ 98.00	\$ 1,176.00
1068	TRANSPORTATION BLDG		\$ 29.00				\$ 29.00	\$ 348.00
1169	PATHWAYS		\$ 33.00				\$ 33.00	\$ 396.00
1364	CLASS ADULT		\$ 71.00				\$ 71.00	\$ 852.00
1373	DISTRICT OFFICE		\$ 68.00				\$ 68.00	\$ 816.00
1377	CENTRAL HIGH EAST CAMPUS		\$ 173.00				\$ 173.00	\$ 2,076.00
2638	CENTRAL HIGH EAST CAMPUS						\$ 97.00	\$ 1,164.00
3066	KOLIGIAN STADIUM	\$ 97.00					\$ 219.00	\$ 2,628.00
3067	GROUNDS	\$ 88.00					\$ 88.00	\$ 1,056.00
3068	TRANSPORTATION BLDG	\$ 122.00					\$ 244.00	\$ 2,928.00
3070	PATHWAYS COMMUNITY	\$ 264.00					\$ 395.00	\$ 4,740.00
4270	SAROYAN ELEM SNACK BAR	\$ 50.00			\$ 99.00	\$ 23.00	\$ 50.00	\$ 600.00
4361	TEAGUE ELEM	\$ 272.00	\$ 71.00		\$ 131.00		\$ 343.00	\$ 4,116.00
4362	MADISON ELEM	\$ 272.00	\$ 71.00				\$ 343.00	\$ 4,116.00
4363	BIOLA PERSHING ELEM	\$ 232.00	\$ 71.00				\$ 303.00	\$ 3,636.00
4364	CLASS	\$ 215.00					\$ 215.00	\$ 2,580.00
4365	EL CAPITAN MIDDLE	\$ 272.00	\$ 130.00				\$ 402.00	\$ 4,824.00
4366	HERNDON-BARSTOW ELEM	\$ 253.00	\$ 71.00				\$ 324.00	\$ 3,888.00
4367		\$ 198.00	\$ 71.00				\$ 269.00	\$ 3,228.00
4368	WEST ART CENTER	\$ 155.00	\$ 71.00				\$ 226.00	\$ 2,712.00
4369	ROOSEVELT ELEM	\$ 236.00	\$ 71.00				\$ 307.00	\$ 3,684.00
4370	SAROYAN ELEM	\$ 250.00	\$ 71.00				\$ 321.00	\$ 3,852.00
4371	STEINBECK ELEM	\$ 236.00	\$ 71.00				\$ 307.00	\$ 3,684.00
4372	STEINBECK ELEM - AF4372 FIRE ACCOUNT - * 125.00 on Fire *		\$ 125.00				\$ 125.00	\$ 1,500.00
4373	LIDDELL ELEM	\$ 236.00	\$ 71.00				\$ 307.00	\$ 3,684.00
4374	DISTRICT OFFICE - ALSO RMR FOR 4374, 4383 AND 4384 BURG	\$ 290.00					\$ 290.00	\$ 3,480.00
4375	TECH/LIBRARY/DUPLICATION	\$ 176.00					\$ 176.00	\$ 2,112.00
4376	RIO VISTA MIDDLE	\$ 244.00	\$ 130.00				\$ 374.00	\$ 4,488.00
4377	EAST HIGH	\$ 130.00					\$ 130.00	\$ 1,560.00
4378	RIVER BLUFF ELEM	\$ 287.00	\$ 71.00				\$ 358.00	\$ 4,296.00
4379	TEAGUE ELEM	\$ 81.00					\$ 81.00	\$ 972.00
4381	EAST HIGH	\$ 130.00					\$ 130.00	\$ 1,560.00
4382	EAST HS FIELD HOUSE	\$ 53.00					\$ 53.00	\$ 636.00
4384	MAINTENANCE				\$ 131.36		\$ 131.36	\$ 1,576.32
4385	CENTRAL USD CUSTODIAL TRAILER	\$ 49.00					\$ 49.00	\$ 588.00
4388	HARVEST ELEM	\$ 236.00	\$ 71.00				\$ 307.00	\$ 3,684.00
4398	CENTRAL EAST WEIGHT ROOM	\$ 133.00					\$ 133.00	\$ 1,596.00
7066	CENTRAL EAST WEIGHT ROOM * 50.00 on Fire *		\$ 50.00				\$ 50.00	\$ 600.00
7299	CENTRAL EAST SNACK BAR	\$ 82.00					\$ 82.00	\$ 984.00
<b>TOTAL</b>				\$ 50.00	\$ 361.36	\$ 23.00	\$ 7,701.36	\$ 92,416.32

\*Portions of the system not online at this time but will be throughout the 2018-2019 Fiscal Year\*

*X* 