



HUE & CRY® INC.
Corporate Office
1751 Bruce Drive • Anderson, CA 96007 • (800) 800-ALARM
SECURITY ALARM MONITORING CONTRACT

Agreement dated July 13th, 2021, by and between HUE & CRY, INC. (hereinafter referred to as "HUE & CRY" or "Alarm Company") and Esperanza High School, (hereinafter referred to as "Subscriber" or "Buyer").

Premises where communication software and security equipment is installed: 581 Jackson Street, Gridley, CA 95948

Phone: 530-846-4383 office

WHEREAS, Subscriber owns an electronic security system and desires central office monitoring service, the parties agree as follows:

1. COMMUNICATION SOFTWARE AND EQUIPMENT REMAINS PERSONAL PROPERTY OF HUE & CRY: HUE & CRY shall instruct Subscriber in the proper use of the security system, install, program and service in the premises of the Subscriber, communication software, and equipment noted below which shall remain the sole personal property of HUE & CRY and shall not be considered a fixture or a part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by HUE & CRY. Communication software is part of the instrument panel programmed to transmit a signal and shall remain HUE & CRY's property. Pass code to CPU software remains property of HUE & CRY. Provided Subscriber performs this agreement for the full term thereof, upon termination HUE & CRY shall at its option provide to Subscriber the pass code to the CPU software or change the pass code to the manufacturer's default.

2. DESCRIPTION OF SERVICE AND EQUIPMENT: Value of installed software is: \$ 3080

Initial service provided: Monitoring Equipment: Radio or Cellular Backup High Speed Internet Monitoring

Approximate date of installation: July 2021 Estimated date for completion:

Failure to substantially commence work within 20 days from the approximate date specified in this agreement is a violation of the Alarm Company Act.

Local jurisdictions may require permit fees which are solely buyer's obligation.

3. TOTAL INSTALLATION AND SERVICE CHARGES: Subscriber agrees to pay HUE & CRY:

(a) The sum of \$ 3080, plus tax for the installation and programming of the communication software and transmitter if not already installed.

(b) The sum of \$ 50.00, plus tax, per month, payable Quarterly in advance for the monitoring and servicing of the communication software for the term of this agreement commencing on the first day of the month next succeeding the date hereof, and continuing monthly thereafter, all payments being due on the first of the month. The balance of payments for the term of this agreement is due upon execution of this agreement. For the convenience of the parties and so long as there is no default in payments, Subscriber may make the payments as provided herein.

4. TERM OF AGREEMENT: RENEWAL INCREASE: The term of this agreement shall be for a period of THREE years and shall automatically renew for a period of two years thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the contract at least 30 days prior to the expiration of any term. HUE & CRY shall be permitted, from time to time to increase the monitoring charge by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase as invoiced.

5. CENTRAL OFFICE MONITORING: upon receipt of a signal from Subscriber's alarm system, HUE & CRY or its designee communication center shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department. Subscriber acknowledges that signals transmitter from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of HUE & CRY or HUE & CRY's designee communication center and HUE & CRY does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, internet, VOIP, or other modes of communication pass through communication networks wholly beyond the control of HUE & CRY and are not maintained by HUE & CRY and, therefore, HUE & CRY shall not be responsible for any failure which prevents transmission signals from reaching the central office 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 HUE & CRY with a written list of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. All changes and revisions shall be supplied to HUE & CRY in writing. Subscriber authorizes HUE & CRY to access the control panel to input or delete data and programming. If the equipment contains listening devices permitting central office to monitor sound then upon receipt of an alarm signal central office shall monitor for so long as central office in its sole discretion deems appropriate to confirm an alarm condition. If Subscriber requests HUE & CRY to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay HUE & CRY \$90.00 for each such service. HUE & CRY may, without prior notice, suspend or terminate its services, in central office's sole discretion, in event of Subscriber's default in performance of this agreement or in event central office facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms. Central office is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property.

6. NO WARRANTIES OR REPRESENTATIONS: SUBSCRIBER'S EXCLUSIVE REMEDY: HUE & CRY does not represent nor warrant that the security equipment and central office monitoring will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire or other cause, or that the security equipment will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges that HUE & CRY is not an insurer, and the Subscriber assumes all risk for loss or damage to Subscriber's premises or its contents. HUE & CRY has made no representations or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Subscriber's exclusive remedy for HUE & CRY's default hereunder is to require HUE & CRY to repair or replace, at HUE & CRY's option, any equipment covered by this agreement which is non-operational.

7. EXCULPATORY CLAUSE: Subscriber agrees that HUE & CRY is not an insurer and no insurance coverage is offered herein. The security equipment is designed to reduce certain risks of loss, though HUE & CRY does not guarantee that no loss will occur. HUE & CRY is not assuming liability, and, therefore shall not be liable to Subscriber for any loss, personal injury or property damage sustained by Subscriber as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by HUE & CRY's negligent performance, failure to perform any obligation or strict products liability. Subscriber releases HUE & CRY from any claims for contribution, indemnity or subrogation.

8. LIMITATION OF LIABILITY: Subscriber agrees that should there arise any liability on the part of HUE & CRY as a result of HUE & CRY's negligent performance to any degree, failure to perform any of HUE & CRY's obligations, equipment failure or strict products liability, that HUE & CRY's liability shall be limited to the sum of six times the monthly payment at time liability is fixed or the sum of \$250.00. If Subscriber wishes to increase HUE & CRY's maximum amount of HUE & CRY's limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental contract, obtain a higher limit by paying an annual payment consonant with HUE & CRY's increased liability. This shall not be construed as insurance coverage.

9. LIQUIDATED DAMAGES: The parties agree that in the event Subscriber suffers damages as a result of HUE & CRY's negligence to any degree or failure to perform any obligation, it would be impractical and extremely difficult to anticipate or fix actual damages. Therefore, Subscriber agrees that should there arise any liability on the part of HUE & CRY, Subscriber agrees to accept \$250.00, or the amount provided for in paragraph 8, whichever is greater, as liquidated damages in complete satisfaction of such liability and HUE & CRY is released and discharged from any further liability.

10. CARE OF COMMUNICATION SOFTWARE AND TRANSMITTER: Subscriber agrees not to tamper with, remove or otherwise interfere with the communication software and transmitter which shall remain in the same location as installed and Subscriber agrees to bear the cost of repairs or replacement made necessary as a result of any damage, including but not limited to damage caused by unauthorized intrusion to the premises, lightning or electrical surge, except for ordinary wear and tear, in which event repair or replacement to the software and transmitter (if installed by HUE & CRY) shall be made by HUE & CRY without additional charge.

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

12. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlets, receptacles, telephone hook-ups, RJ31x Block or equivalent, internet connection, high speed broadband cable or DSL and IP Address, as deemed necessary by HUE & CRY in its sole discretion and to notify HUE & CRY of any change in such service.

13. TESTING & SERVICE OF COMMUNICATION SOFTWARE: Communication software, 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 communication software and to notify HUE & CRY if it is in need of repair. HUE & CRY shall not be required to service the communication software unless it has received notice from Subscriber, and upon such notice, HUE & CRY shall service the communication software 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. Any repair or other services provided by HUE & CRY to Subscriber's alarm or security equipment shall be at HUE & CRY's option on a per call request by Subscriber, and Subscriber shall pay for such labor and material at time such repair or other service is performed. All such repair or other service shall be governed by the terms of this contract. In the event Subscriber complies with the terms of this agreement and HUE & CRY fails to repair the communication software, Subscriber agrees to send notice in writing by certified or registered mail, return receipt requested and Subscriber shall not be responsible for payments due while the communication software remains inoperable. In any lawsuit between the parties in which the condition or operation of the communication software is in issue, the Subscriber shall be precluded from raising the issue that the communication software was not operating unless Subscriber can produce a post office certified or registered receipt, signed by HUE & CRY, evidencing that service was requested by Subscriber. Only communication software is covered by service. It shall be Subscriber's sole responsibility to maintain the communication hardware and subscriber's alarm equipment and system in working order.

14. LEGAL ACTION: The parties agree that due to the nature of the services to be provided by HUE & CRY, the payments to be made by the Subscriber for the term of this agreement pursuant to paragraph 3(b) form an integral part of HUE & CRY's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix HUE & CRY's actual damages. Therefore, in the event Subscriber defaults in the payment of any charges to be paid to HUE & CRY, the balance of all payments for the entire term herein shall immediately become due and payable and Subscriber shall be liable for 80% thereof as liquidated damages and HUE & CRY shall be permitted to terminate all its services under this agreement and remotely re-program or delete any programming without relieving Subscriber of any obligation herein. In the event of Subscriber's breach of this agreement, HUE & CRY may at its option either remove its software and equipment or deem same sold to Subscriber for 80% of the amount specified as the value of the software in addition to the liquidated damages provided for herein. Should HUE & CRY refer this contract to an attorney, Subscriber shall pay HUE & CRY's legal fees. The parties waive trial by jury in any action between them. In any action commenced by HUE & CRY against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. Any action by subscriber against HUE & CRY must be commenced within thirteen months of the accrual of the cause of action or shall be barred. All actions or proceedings against HUE & CRY must be based on the provisions of this agreement. Any other action that subscriber may have or bring against HUE & CRY 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. The parties agree that the courts of the State of California shall have exclusive jurisdiction over the parties hereto regarding any dispute between them and HUE & CRY and Subscriber submits to the jurisdiction of the State of California and agrees that any litigation between the parties must be commenced and maintained exclusively in the State of California and in the county where HUE & CRY's principal place of business is located. Any service of process or papers in any action, proceeding or arbitration may be served by first class mail delivered by the U.S. Post Office or overnight carrier to addresses in this agreement.

15. DELAY IN INSTALLATION: HUE & CRY shall not be liable for any damage or loss sustained by Subscriber as a result of delay in 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 HUE & CRY's negligence in the performance of this contract. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence.

16. INSURANCE: The Subscriber shall maintain a policy of public liability, property damage, burglary and theft insurance under which HUE & CRY is named as additional insured. HUE & CRY shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Subscriber from insurance covering such loss or damage or for such loss or damage against which the Subscriber is indemnified or insured

17. INDEMNITY/WAIVER OF SUBROGATION RIGHTS/ASSIGNMENTS: Subscriber agrees to and shall indemnify and hold harmless HUE & CRY, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third parties or Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by HUE & CRY's performance, negligence or failure to perform any obligation under this agreement. Parties agree that there are no third party beneficiaries of this contract. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against HUE & CRY or HUE & CRY's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of HUE & CRY. HUE & CRY shall have the right to assign this contract and shall be relieved of any obligations herein upon such assignment.

18. FALSE ALARMS/PERMIT FEES: Subscriber is responsible for all alarm permits and permit fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse HUE & CRY for any fines relating to permits or false alarms. HUE & CRY shall have no liability for permit fees, false alarms, false alarm fines, police or fire response, any damage to personal or real property or personal injury caused by police or fire department response to alarm, whether false alarm or otherwise, or the refusal of the police or fire department to respond. In the event of termination of police or fire response by the municipal police or fire department this contract shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should HUE & CRY be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay HUE & CRY for such service or material.

19. HUE & CRY'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that HUE & CRY is authorized and permitted to subcontract any services to be provided by HUE & CRY to third parties who may be independent of HUE & CRY, and that HUE & CRY 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, and Subscriber appoints HUE & CRY to act as Subscriber's agent with respect to such third parties, except that HUE & CRY shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to HUE & CRY's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and communication centers of HUE & CRY.

20. 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 HUE & CRY assigned by HUE & CRY to perform any service for or on behalf of Subscriber for a period of two years after HUE & CRY has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, HUE & CRY shall recover from Subscriber an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with HUE & CRY, times twelve, together with HUE & CRY's counsel and expert witness fees.

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

22. FULL AGREEMENT/SEVERABILITY/CONFLICTING DOCUMENTS: This agreement constitutes the full understanding of the parties and may not be amended or modified or canceled except in writing signed by both parties, except HUE & CRY requirements regarding items of protection provided for in this agreement imposed by Authority Having jurisdiction. Should there arise any conflict between this agreement and Subscriber's purchase order or other document, this agreement will govern, whether such purchase order or document is prior to or subsequent to this agreement. Should any provision of this agreement be deemed void, all other provisions will remain in effect.

23. LIEN LAW: HUE & CRY or any subcontractor engaged by HUE & CRY 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.

24. RELEASE OF CLAIM AND LIEN: Upon satisfactory payment being made for any portion of the installation of this alarm system, the alarm installer will fully and unconditionally release the subscriber from any claim mechanic's lien pursuant to Section 3110 of the Civil Code for that portion of the work for which payment has been made.

25. RIGHT TO FILLED CONTRACT BEFORE COMMENCEMENT OF WORK: You, the buyer, are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started.

26. MECHANIC'S LIEN WARNING: Anyone who helps improve your property, but who is not paid, may record what is called a mechanic's lien on your property. A mechanics lien is a claim like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanic liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit. To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a 20-day Preliminary Notice. This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid. BE CAREFUL. The preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices. You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property. PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your contractor of all subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive. PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and subcontractor or material supplier. For other ways to prevent liens, visit CSLB's Web site at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752). REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME. This can mean that you have to pay twice, or face the forced sale of your home to pay what you owe.

Information about the Contractors' State License Board (CSLB): CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions, and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees. For more information: Visit CSLB's Internet Web site at www.cslb.ca.gov, call CSLB at 800-321-2752, or write CSLB at P.O. Box 26000, Sacramento, CA 95826.

27. DEFINING START DATE: Installation under this contract will be deemed to commence up on the alarm installer entering the premises where the alarm system is to be installed and either: a) removing part or parts of the wall, ceiling or floor to either access wiring or perform other necessary tasks in regards to making the alarm system operational; b) affixing an alarm system on the wall, roof or ceiling; c) placing an operational alarm system that is not affixed to the wall, ceiling or floor.

BUYER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS 2 PAGE CONTRACT AT TIME OF EXECUTION.

HUE & CRY, INC.:

(for residential customers only)

NOTICE OF CANCELLATION

By: _____

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

Subscriber (Signature)

Gridley Community Day School

Subscriber (Print Full Name)

(Note: Owner/tenant has the right to require the contractor have a performance and payment bond.)

581 Jackson Street, Gridley, CA 95948

Address

Social Security Number

Tax ID, SS# or EIN

Type of organization & ID, if any

The undersigned personally guarantees subscriber's performance of this agreement.

Billing Address: 429 Magnolia Street, Gridley, CA 95948

Signature (Name must be printed below)

Social Security Number

(Note: Owner/tenant has the right to require the contractor have a performance and payment bond.)

License Number of Alarm Installer:

ACO428, Contractor Lic. (C-7/C-10) #620587 (C-16) 980857

(Print Full Name)

Name of Salesperson: Bob Hedges ACE 531667

Residence Address

Registration Number of Salesperson (where applicable)