

City of Roy

Request for Proposal

Quote Due: April 2nd, 2024 2:30p.m.

The City of Roy is accepting quotes from experienced businesses to enter into a contract for the installation of Fire and Security monitoring equipment and monitoring of said equipment.

Submit quote by mail, email or in person to the attention of the Public Works Director at:

216 McNaught St S

PO Box 700

Roy WA 98580

PublicWorks@CityofRoyWA.us

Direct questions to the Public Works Director by email. The Public Works Director, and if required the Roy City Council, will review proposals, and select the one from the lowest responsible bidder.

Appointments to evaluate the sites condition before bidding can be scheduled with Roy Public Works at 253-843-1113.

PROJECT

The project will be for the installation of fire and security monitoring devices at 216 McNaught St S. Roy, WA 98580 and 122 3rd Ave. E. Roy, WA 98580. Devices such as door keycard access, smoke and heat detectors, as well as warning lights and sirens may need to be installed if existing infrastructure is not compatible with new systems.

The contractor will provide tools and equipment for accessing and completing the work safely.

Quote should have material and labor costs separated.

Contractor must obtain the necessary City of Roy business license or registration before starting work. This can be obtained through the Department of Revenue Business Licensing Services. The City of Roy's sales tax rate is 8%, reported using location code 2712.

PREVAILING WAGE REGULATION

Payment of prevailing wages under Chapter 39.12 RCW in Washington State applies to all public works contracts, regardless of dollar amount. Prevailing Wage information may be viewed online at <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-policies>. Basic prevailing wage principles

are:

❖ Contractor must pay prevailing wages to all employees who work on the contract.

Prevailing Wage rates for public works contracts are published:

- First business day of February
- First business day of August
- Prevailing Wage Rates may be viewed online at:

<https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

❖ The prevailing wage rates in effect on the contract beginning date are the prevailing wage rates that apply. Prevailing wage rates must be updated annually, using the rates in effect at the

beginning of each contract year (not calendar year), and intents and affidavits for prevailing wages paid must be submitted annually for all work completed during the previous 12 months.

❖ At the start of a contract, the contractor must file a Statement of Intent to Pay Prevailing Wages with the Industrial Statistician of the Department of Labor and Industries (“L&I”).

❖ The City of Roy must have a copy of the Statement of Intent approved by the L&I Industrial Statistician before it can make any payments under the contract. The City should be notified of online Intents.

❖ After completion of the contract, the contractor must file an Affidavit of Wages Paid with the L&I Industrial Statistician for approval. The City of Roy must have a copy of the approved Affidavit before it can make final payment to the contractor. The City should be notified of online Affidavits.

BOND AND RETAINAGE

Instructions and Contractor Declaration (select one):

☒ Have the City of Roy retain, in lieu of the performance bond, fifty percent (50%) of the total contract amount for a period of thirty (30) days after final acceptance or until receipt of all necessary releases/approvals from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

☐ Payment and Performance Bonds:

❖ required of the successful bidder to guarantee that he will deliver a complete project under his Contract in strict accordance with the Contract Documents and that he will promptly pay all persons supplying him with labor and materials for the work

❖ Surety firm rated as “A” or better as to strength by A.M. Best Company

❖ Bonding Limit of the Surety shall not exceed 10 percent (10%) of the policy holder surplus (capital and surplus) as listed by A.M. Best Company

❖ Completed Bond executed in two (2) counterparts and delivered to the City of Roy with the required Power-of-Attorney and with the executed contract


RESPONSIBLE BIDDER CRITERIA

To be considered a responsible bidder, the bidder must be a registered contractor with a current Unified Business Identifier number, Industrial Insurance coverage, an Employment Security Department number, state excise tax registration number, and must have never been disqualified from bidding under RCW 39.06.010 or RCW 39.12.065(3). Contractors must verify that any subcontractors they directly hire meet the responsibility criteria for the project. The bidder must also either (a) complete training on public works and prevailing wages or (b) have experience completing at least three public works projects and have maintained a business license in Washington for at least three years to be considered a responsible bidder.

Please Fill in the following information and submit additional subcontractor information on a separate sheet.

Bidder:

Name of Bidder submitting this proposal	Guardian Security Systems, Inc
Federal Tax Identification No.	91-0957752
Washington Unified Business Identifier No.	600 189 667
WA Dept. of Labor & Industries Registration No.	881,141-00
WA Employment Security Department No.	000-40659-00-5
WA Contractor License No.	GUARDSS233K5

Contractor signature:  _____
Printed name: Matt Smith Title: VP of Sales Date: 3/18/2024

1743 First Avenue South
Seattle, WA 98134
Tel: 206.622.6545
Fax: 206.341.9928

City of Roy Fire and Security Monitoring Devices RFP 4/2/2024

Roy City Hall – Intrusion, Access Control, and Camera System

- Intrusion System
 - Materials - \$982.20
 - Labor - \$1,131.84
 - Alarm Monitoring Services - \$80.00/mo
- Access Control System
 - Materials - \$3,802.33
 - Labor - \$15,772.50
 - Cloud Services – 5 Readers & 100 Mobile Passes - \$100.00/mo
- Camera System
 - Materials - \$8,170.76
 - Labor - \$7,639.92
 - Cloud Services – 8 Cameras - \$96.00/mo
- Roy Community Center Fire Alarm Replacement
 - Total Materials- \$6,563.00
 - Total Labor- \$6,090.00
 - Total Project Amount- \$12,653.00
- Roy City Hall Wireless Fire Alarm Monitoring
 - Total Materials- \$325.00
 - Total labor- \$1,800.00
 - Total Monthly Monitoring- \$55.00
- Roy Community Center Wireless Fire Alarm Monitoring
 - Total Materials- \$325.00
 - Total Labor- \$1,800.00
 - Total Monthly Monitoring- \$55.00
- Total Project Amount
 - Total Materials- \$20,168.29
 - Total Labor- \$34,234.26
 - **Total Install- \$54,402.55**
 - **Total Monthly Monitoring- \$386.00**



Proposal: 74847-1-0

City of Roy - City Hall - Intrusion, Access Control, and Camera Systems

Proposal Issued:
3/29/2024

Proposal Valid To:
4/28/2024

Prepared for:
William Starks

City of Roy
216 McNaught Rd S
Roy WA, 98580

P
E PublicWorks@cityofroywa.us
W (253) 843-1113

OUR SERVICES



Monitoring

Guardian Security customers are monitored by our wholly owned and U.L. Listed Central Station located in Seattle. Guardian's Central Station has been headed by the same management team since 1989, and our operators are local to the Pacific Northwest.



Access Control

Access control systems from Guardian Security ranging from small single-door applications to large networked systems allow businesses to monitor and restrict building access and manage security concerns. We provide cloud-based access solutions as well as server-based options.



Cameras

Guardian Security installs and provides camera solutions from small 1-2 camera systems to larger systems which integrate hundreds of cameras into an existing security system. We work with analog, IP, and cloud video solutions.



Inspections

Annual inspections and testing are required on all commercial life safety systems. Guardian Security's certified and qualified technicians perform NFPA compliant inspections with professionalism and transparency in the process—providing you access to all your data and testing results.



Fire

Guardian Security has been at the forefront of the design, installation and servicing of fire alarm systems in the Pacific Northwest. Our engineers, designers, project managers and certified install technicians have a wealth of experience in delivering fire detection and alarm systems for all types of building and business needs.



Security Alarm

Guardian Security is Washington State's leader in commercial security solutions, with over 40 years of security systems integration. We specialize in custom security alarm systems for homes, small businesses, and large enterprises, which serve to both detect and deter potential intrusion.



Service

Our team of professionally trained technicians, engineers and operators are here to ensure your safety, with emergency service available 24/7. We have branch offices located in Seattle, Bellingham, Tacoma and Yakima to ensure our availability throughout the state.

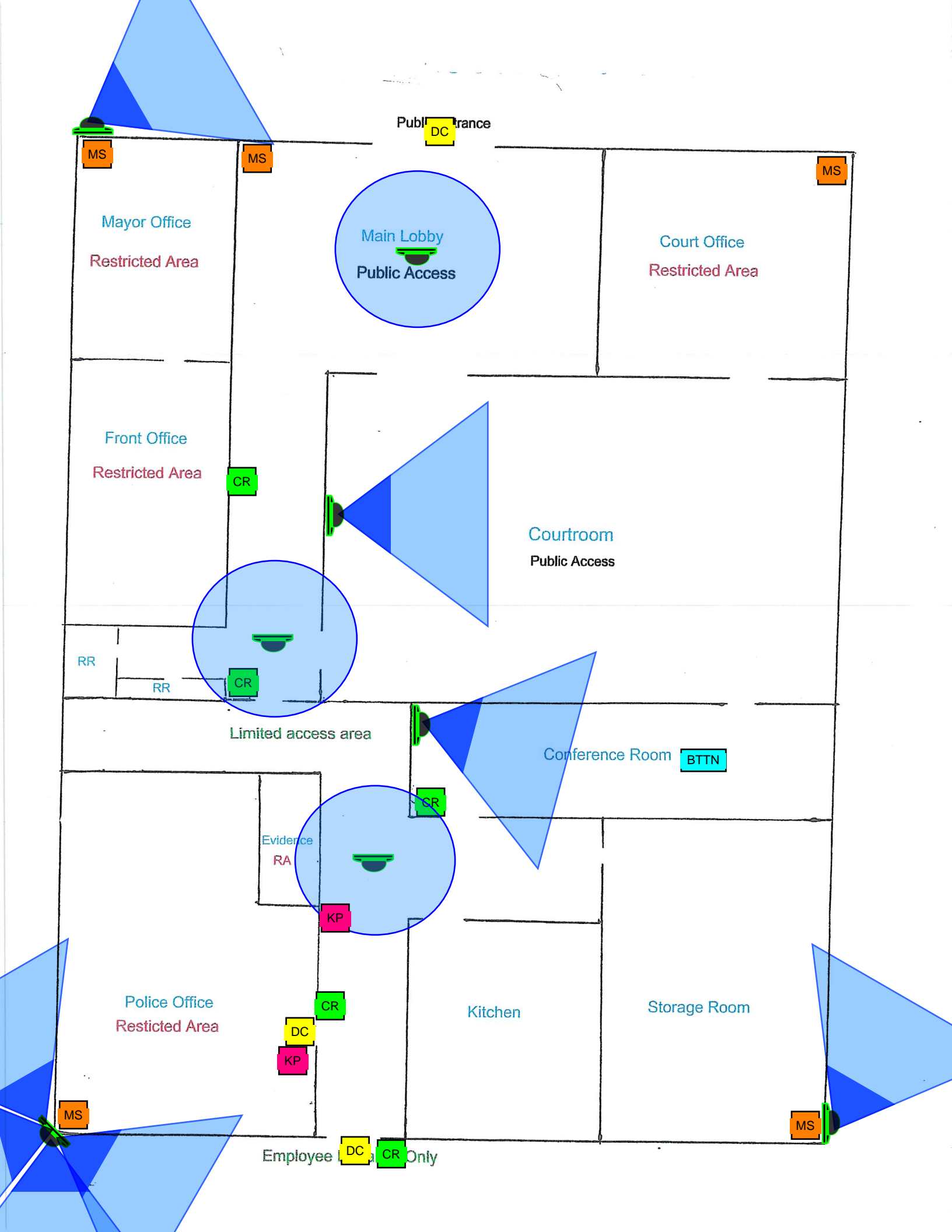
PROJECT CLARIFICATIONS & ASSUMPTIONS

Security Install Exclusions List

	Include / Exclude			Include / Exclude	
AutoCad Plans & Drawing Files	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Scissor/Boom Lift	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Project Submittals	<input type="checkbox"/>	<input checked="" type="checkbox"/>	120vac Power & Power Outlets	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wire Supply	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Locking Hardware	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wire Pull/Install	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Low Volt Power Supplies	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Conduit	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Device Trim	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Coring	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Database Transfer/Creation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Back Boxes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Programming	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fire Stopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Training	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Terms and Conditions:

1. All work will be performed during Guardian's business hours Monday through Friday 7:30am - 4:30pm, excluding holidays.
2. Customer must provide any network connections needed for the systems to operate.
3. Any cloud based system will require a cloud hosting agreement, which may or may not be included with this proposal.
4. Any system that relies on cellular communication will require a strong cellular signal. It may cost extra to add antennas or boosters where necessary.
5. Any existing equipment that is being integrated is assumed to be in good working order. It will cost extra to repair or replace any equipment or wiring not covered in the scope.
6. All work is covered by a 12 month parts and labor limited warranty unless otherwise stated.
7. Prices do not include taxes or relevant permit fees levied by your local jurisdictions unless stated otherwise.



Moving the Goalposts ... again



IQ Panel 4 PowerG + 319.5MHz

IQ Panel 4 PowerG + 345MHz

IQ Panel 4 PowerG + 433MHz



Easiest Installation Ever

SmartMount system, all internal antennas, on-screen Installation Wizard



QuadSound Audio Streaming

Bluetooth Audio from your Smart Phone using four 4 watt speakers



Best Built-in Camera

8MP 120° wide angle camera w/ FlexTilt. Peek-in, Disarm Photos, Alarm Videos



Better All-In-One Range

LTE and WiFi Dual-Path, Dual SRF featuring PowerG, Z-Wave 700 Series, Bluetooth 4.2



Best Differentiating Features

Bluetooth Touchless Disarming, Live View, Live Answer, Built-in Glass Break



Best Integrations

Best in class Residential, Commercial, MDU, Builder, Wellness support



BRIVO ACCESS

Manage facility access, improve security responsiveness and enhance insight into your security data.

Brivo Access is a breakthrough solution that delivers a smarter and more powerful way to manage building security. With robust data analytics, streamlined workflows, identity management integrations, and powerful security features, you can protect your people, property and reputation.



APPLICATIONS & BENEFITS

Access Control Visibility

- Data visualization capability with intuitive user-friendly interface
- Event tracking of door activity and active users with alert settings and reporting features
- Event classification to organize activity by critical action required
- Device status read-out in your access control solution
- User and credential management as well as group access permission management
- Lockdown feature to secure the facility in an emergency
- Live and recorded video capture and indexing

Flexibility and Control

- Mobile credentials to modernize your workforce and facility
- Remote and mobile management to control from any device and from anywhere
- Role-based permissions
- Event and user access automation and scheduling
- Automated user access privileges and ability to schedule events
- Identity Access Management to tie user physical security access rights to online access
- Infinite scalability to grow
- Site and door management to set up building access perimeter and interior doors

Data Analytics and Insight

- Data Explorer business intelligence tool built into the platform for advanced analytics
- Global View map-centric multi-site display to zoom into individual facilities to assess usage patterns and risks
- Hundreds of API integrations to expand connectivity and develop your ecosystem
- Event trend analysis automatically identifies patterns and anomalies in your access data to surface potential issues and confirm if the event is normal or anomalous

*Not all features available with all editions



BRIVO SMART READERS

Brivo Smart Readers enable smart, secure and convenient user experiences.

Security with Style and Functionality

Brivo Smart Readers enable convenient and secure access with a modern sophisticated look. These readers are simple to install for either a single door or an entire property. Brivo Smart Readers support encrypted Brivo mobile credentials, encrypted smart cards (13.56 MHz), or legacy proximity cards (125kHz).



SINGLE GANG



KEYPAD

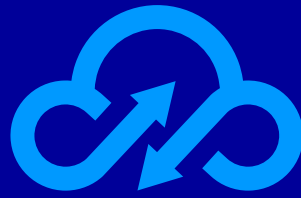


MULLION

APPLICATIONS & BENEFITS

- Use your bluetooth-enabled Brivo Smart Reader and the Brivo Mobile Pass app on your phone to open doors—even in locations with no wireless connectivity.
- Administrators can conveniently issue or revoke mobile credentials via Brivo Access in moments.
- Improve security with encrypted smart cards that offer protection against counterfeiting.
- Select from an array of reader options that provide increased flexibility.





OpenEye[®]

The Cloud Video Platform



Easy & Secure

Streamline operations, identify insights
and achieve greater ROI

openeye.net

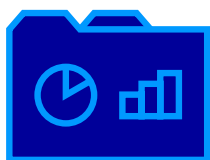
From a family-owned restaurant to a university campus, businesses need to protect their properties and provide a safe and secure environment for their employees and patrons. Managing a video surveillance system can be complex and create an added burden on staff.

OpenEye offers easy-to-use software, IP cameras and recorders with integrations to simplify management and ease IT's workload. The OpenEye Web Services cloud platform combines and analyzes event data from video, alarm systems, access control, sales transactions and internet of things (IoT) devices and transforms it into actionable insights.



Gain operational efficiency

- System health monitoring
- Management centralized in an easy-to-use portal
- Remote software updates
- Role-based user groups and permissions



Receive actionable insights

- Automated reports
- Online clip export and sharing
- Real-time notifications
- Video verification



Reduce risk

- No requirements for opening inbound ports
- NIST-compliant data encryption
- Multifactor authentication
- Transport layer security



Increase return on investment

- Easier to audit and document compliance
- Reduced burden on IT
- Retrofit options for existing infrastructure

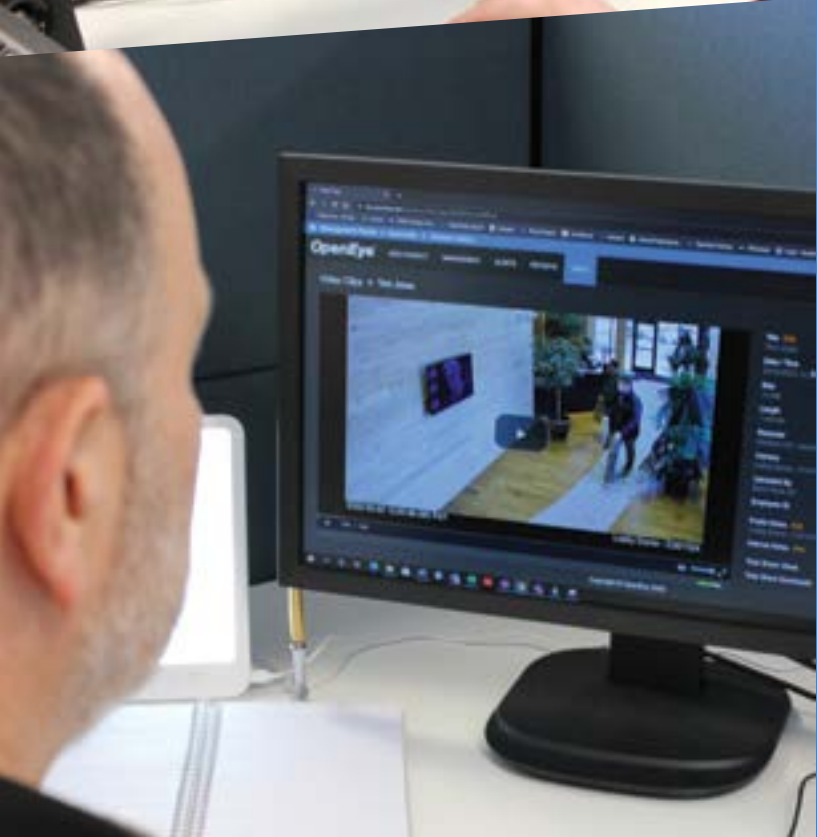
Features

Spotlight



System Health Monitoring

OpenEye's system health monitoring service proactively addresses issues such as hard drive failures or exceeded storage levels. Receive alerts via mobile or email and reduce system downtime.



Video Clip Sharing

In minutes, users can search video and export password-protected clips to the cloud then share them via email with other users, insurance companies, local authorities or others.

OWS Architecture

OpenEye Web Services offers the benefits of the cloud combined with the performance and reliability of local recording.

1 Local

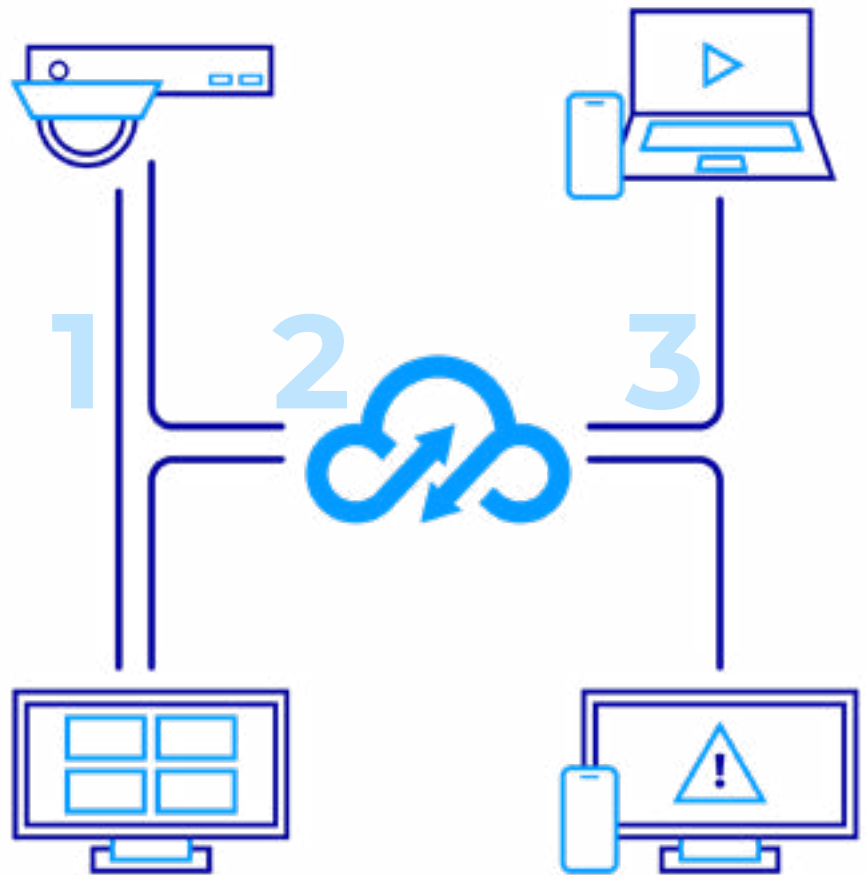
Recorders maintain a persistent, lightweight connection to the cloud to allow remote connection and to enable advanced OWS features.

2 Cloud

User profiles and recorder information are stored in the cloud, where users can manage alerts, reports and more.

3 Remote

Access and manage the system from anywhere with a fully featured desktop client, a web application or the OpenEye Mobile app (Android or iOS).



Integrations

OpenEye's open-cloud platform provides the flexibility to work with value-added integrations like access control, visual verification, alarm events, video and audio event detection, identity management, point-of-sale and more.

Visit openeye.net/solutions/integrations for a complete list.

Contact Us

openeye.net/contact-us



Copyright ©2022 OpenEye
openeye.net

Who is OpenEye

OpenEye, the cloud video platform company, provides solutions for video security, business intelligence and loss prevention. For over 20 years, it has been committed to developing an easy-to-use, comprehensive video management system backed by Heroic Customer Service® and support. OpenEye's solutions are available globally through a trusted network of certified service providers.

An  **ALARM.COM** company

PROJECT INVESTMENT

Name: City of Roy

Site
216 McNaught Rd S
Roy, WA 98580

Billing
216 McNaught Rd S
Roy, WA 98580

Contact
William Starks
P (253) 843-1113
E PublicWorks@cityofroywa.us
F () -

Intrusion System		\$2,114.07
QTY	Description	
1	Qolsys Touchscreen Security Panel	
1	Qolsys Secondary Keypad	
3	Wireless Door Contact	
5	Wireless Indoor Motion Viewer w/ Image Verification	

Professional Services: Monthly

Description	Ext.Price
Alarm.com Visual Image Verification Montioring - 5 Indoor Motion Viewers	\$80.00

Access Control System		\$19,575.06
QTY	Description	
1	Brivo ACS6100 Panel, Regular Size Enclosure	
2	Two Reader Expansion Board	
1	Power Supply 12/24VDC 6AMP, 8 outputs	
5	Brivo Tri-tech Reader, Wall Switch Size, Black	
1	3/4" Recessed Door Contract, Hardwired	
1	Desfire Ev2 4K Smart Fob, Qty 25	
1	Brivo Mobile Passes, Qty 100	
2	Access Control Wire - 4 Element Composite Cable, 500'	

Professional Services: Monthly

Description	Ext.Price
Brivo OnAir Cloud Hosted Access Control - 5 Readers & 100 Mobile Passes	\$100.00

Camera System		\$15,810.87
QTY	Description	

1	Cloud Managed Network Video Appliance, 16 PoE Ports, 16TB HDD Capacity
2	8MP/4k IR Bullet Camera, 2.8-12mm AF Lens, WDR, PoE
2	Junction Box for Bullet Camera
2	8MP/4K IR Vandal Dome Camera, 2.8-12mm AF Lens, WDR, PoE
2	Junction Box for Dome Camera
3	12MP Fisheye Camera, 360 View, PoE
3	Junction Box for Fisheye Camera
1	20MP Multi-sensor Camera, 4 x 5MP Sensors
1	Wall Mount for Multi-sensor Camera
1	Corner Mount Adapter
3	CAT 6 Cable, Plenum Rated

Professional Services: Monthly

Description	Ext.Price
Open Eye Web Services - 8 Cameras	\$96.00

Financial Summary

Total Proposal Amount	\$37,500.00
Monthly Professional Services	\$276.00

Note: Taxes are not included and will be charged at the time of invoice.

Project Investment Summary

Guardian Security will provide the proposed system as described in this proposal for the sum of: **\$37,500.00**

Guardian Security will provide services for 36 months and will charge this amount Monthly: **\$276.00**

The price above includes: materials, equipment and labor as described within this proposal. Taxes are not be included and will be charged additionally.

Payment Terms:

Provide a mobilization fee in the amount of 0% of the installation fee upon formal approval to proceed with the project. Balance to be paid in progress payments as invoiced by Guardian Security with payment in full due upon system deployment completion.

Payment shall be Net 30 of invoice date.

Guardian Security Systems, Inc.

City of Roy

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____
P.O.# _____ Start Date: _____



Proposal: 74844-2-0

Roy Community Center Fire Alarm Replacement

Proposal Issued:
4/1/2024

Proposal Valid To:
5/1/2024

Prepared for:
William Stark

City of Roy
216 McNaught St S
Roy WA, 98580

P (253) 843-1113
E publicworks@cityofroywa.us
W (253) 843-1113

SCOPE OF WORK

Name: City of Roy**Site**

City of Roy
216 McNaught St S
Roy, WA 98580

Billing

216 McNaught St S
Roy, WA 98580

Contact

William Stark
P (253) 843-1113
E publicworks@cityofroywa.us
F () -

Device for device replacement using existing wiring.

Supplied by Guardian Security Systems, Inc :

1. Equipment Submittal
2. Project Engineering/Drawings
3. Commission Panel(s)
4. Testing of all devices on quotation
5. O & M Manuals and As-Built drawings as required
6. Owner system training
7. All Permits and Fees
8. Standard warranty for parts - 12 Months
9. Standard warranty for labor - 12 Months
10. Install any code required raceway and back boxes
11. System wire/cable installation
12. Trim devices
13. Correction of wiring faults

Supplied by Customer:

1. 120 VAC as required

Terms and Conditions

1. Price quoted is valid for 60 days
2. Estimated materials meet the specifications of the project and are compatible with existing equipment.
3. Prices quoted include delivery to the project site F.O.B.
4. Prices quoted do not include State, County, or City taxes.
5. Dry and warm (+32F) on-site storage of delivered materials are the responsibility of the customer. Guardian Security is not responsible for any charges incurred with any storage of materials supplied by Guardian Security
6. Please allow 7-10 working days from Notice to Proceed for shop drawings and submittal packages.
7. Please allow 7-10 working days to schedule technician on-site work.
8. Please allow 7-10 working days for procurement and delivery of Guardian supplied materials.
9. The Authority having Jurisdiction (AHJ) may take up to 8 weeks for plan review. Please consider this for scheduling purposes.
10. Most AHJ's require 3-4 working days to schedule testing. Please consider this for scheduling purposes.
11. All Construction debris must be removed prior to final testing with the inspector. All doors, relites, ceiling tile, and carpeting must be installed for audibility testing. Any additional site visits due to construction cleanliness or completion will be billed in addition to the price quoted at regular service rates.
12. Please allow 14 working days for completion of As-Built drawings, Operation & Maintenance manuals, and any other required close-out documents.
13. Any AHJ changes will be an extra cost to the customer.

PROJECT INVESTMENT

Name: City of Roy

Site
216 McNaught St S
Roy, WA 98580

Billing
216 McNaught St S
Roy, WA 98580

Contact
William Stark
P (253) 843-1113
E publicworks@cityofroywa.us
F () -

Roy Community Center Fire Alarm Replacement

QTY	Manufacturer	Part #	Description
1	SIEMENS	FH901-U3	50 pt system Black Enclosure
1	SIEMENS	FC901-U3	50 Pt Electronic Kit - Main Board - 170W PS
1	SIEMENS	FSD901-U3	50 pt system Black rmt annun
2	INTERSTATE BATTERY	SLA1104	BATTERY, 12V 12AH SLA 250 FASTON
9	SIEMENS	OOH941	Dual Optical / Heat Detector
6	SIEMENS	HI921	Heat Detector
14	SIEMENS	DB-11	6" DETECTOR BASE ASSY
3	SIEMENS	XMS-S	XMS-S Address, single act MPS Isolation
4	SIEMENS	SL2HSWW-F	HORN STRB WALL WHT CLR FIRE
2	SIEMENS	SL2SWW-F	STROBE WALL WHITE CLEAR FIRE

Financial Summary

Total Equipment	\$4,963.00
Total Labor	\$6,090.00
Total Supplies & Materials	\$1,600.00
Total Proposal Amount	\$12,653.00

Note: Taxes are not included and will be charged at the time of invoice.

Project Investment Summary

Guardian Security will provide the proposed system as described in this proposal for the sum of: **\$12,653.00**

Guardian Security will provide services for 0 months and will charge this amount Monthly: **\$0.00**

The price above includes: materials, equipment and labor as described within this proposal. Taxes are not be included and will be charged additionally.

Payment Terms:

Provide a mobilization fee in the amount of 0% of the installation fee upon formal approval to proceed with the project. Balance to be paid in progress payments as invoiced by Guardian Security with payment in full due upon system deployment completion.

Payment shall be Net 30 of invoice date.

Guardian Security Systems, Inc.

City of Roy

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____
P.O.# _____ Start Date: _____

**AGREEMENT**

This Agreement ("Agreement"), dated as of April 01, 2024 is entered into by and between Guardian Security Systems, Inc. ("Company" or "Guardian"), with an address of 1743 First Avenue South, Seattle, WA, 98134, and **City of Roy** ("Customer"). In consideration of the terms of this Agreement, Company and Customer agree as follows:

<u>William Stark</u>	<u>(253)-843-1113</u>	<u>publicworks@cityofroywa.us</u>
Contact Name	Contact Phone	Contact Email
<u>William Stark</u>	<u>253-843-1113</u>	<u>publicworks@cityofroywa.us</u>
Billing Contact Name	Billing Contact Phone	Billing Contact Email

Does the customer require Guardian to use an online portal to submit invoices? (An administrative fee may be assessed for portal use)

Yes ☐ No ☐

<u>City of Roy</u>	<u>City of Roy</u>				
Billing Name	Site Name				
<u>216 McNaught St</u>	<u>216 McNaught St</u>				
Billing Address	Site Address				
<u>Roy</u>	<u>WA</u>	<u>98580</u>	<u>Roy</u>	<u>WA</u>	<u>98580</u>
Billing City	Billing State	Billing Zip	Site City	Site State	Site Zip

1. System Purchase

Customer agrees to purchase the System described in Section 3 of this Agreement subject to the following terms and conditions:

Full Retail Pricing

Up-Front System Sale Price: \$2,125.03 Tax: \$170.00 Total Due: \$2,295.03 Deposit Received: \$0.00

Due at Time of Installation: \$2,295.03

Recurring Monthly Pricing with Alarm Response Services (including Video Verification), Cloud Services, and/or Extended Service Plan (collectively, "Services")

Alarm Response Services: \$55.00 per month Cloud Services: N/A per month Extended Service Plan (ESP): N/A per month

Total Price for Services: \$55.00 per month

Customer's total payment for the Services during the initial term of this Agreement is \$1,980.00 (plus any applicable taxes), which is the amount of the monthly payment for Services multiplied by the number of months in the initial term of this Agreement. THERE IS NO FINANCE CHARGE OR COST OF CREDIT (0% APR) ASSOCIATED WITH THIS AGREEMENT.

Unless otherwise agreed to by the parties in writing, the installation price described above shall become due and owing upon installation of the System. If a deposit is being held by Guardian, the deposit shall be applied to the amount due and owing. The installation price described in this Section 1 includes all materials identified in Section 3 of this Agreement as well as the installation of the System. If additional materials are needed to complete the installation that are not identified in Section 3 of this Agreement, an additional charge may be levied by Guardian for the additional materials needed as well as for any necessary labor. Customer shall pay all excise, sales, and other taxes that are imposed upon Company or Customer because of the existence of this Agreement and the carrying out of the provisions hereof. Customer is responsible for and shall reimburse Guardian for all permit fees, registration fees, ordinance fees, false alarm fees, and any other administrative costs or amounts incurred by Guardian because of the System or any Services provided by Guardian. False alarm fees paid by Guardian on behalf of Customer shall be billed to Customer along with an administrative handling charge.

2. Term; Termination

The initial term of this Agreement shall be (36) months from the date the System is installed, and shall continue thereafter for successive one (1) year periods on the same terms and conditions (collectively, the "Term"), unless and until either party gives written notice of non-renewal at least thirty (30) days' prior to end of the initial term or any renewal term, or the Agreement is otherwise terminated earlier in accordance with the terms and conditions herein. INITIALS _____

Customer may terminate this Agreement at any time upon thirty (30) days' written notice to Guardian, PROVIDED, that if Customer terminates this Agreement prior to the end of the Term, Customer shall pay all amounts due at the time of termination in accordance with this Agreement, as well as an EARLY TERMINATION FEE equal to 100% of all amounts that Customer would have paid through the remaining portion of the then-current term. Guardian may terminate this Agreement at any time for any reason.

Upon termination, Customer authorizes Guardian to access and reprogram Customer's alarm panel, or other Customer system(s), and components, to cease all signaling to Guardian and remove the account system number from the panel logic. Company may remove or abandon the System in whole or in part upon termination of this Agreement, and such removal or abandonment shall not be held to constitute a waiver of the right of the Company to collect any charges which have accrued or may accrue hereunder.

3. System Description

Customer is purchasing the following system ("System"):

4. Alarm Response Services

Customer shall pay **\$55.00** per month (payable Monthly in advance) for alarm response services as described as follows. If Customer has elected to receive Video Verification Services (as described in the Video Verification Rider attached hereto and incorporated into this Agreement), then the Response Services shall include Video Verification Services. Customer agrees to maintain the Response Services for the Term. In the event of an early termination of the Response Services by Customer, the **early termination pricing in Section 2 shall apply**. Note this early termination fee shall apply even if other Services continue.

Description
Basic Cell Fire Alarm Monitoring

Upon receipt of an alarm signal from the System, Guardian shall, in its sole discretion and without incurring any liability for failure to do so: 1) process the alarm signal in accordance with local jurisdiction ordinances and Underwriters Laboratory (UL) requirements, which may include reporting the alarm signal to the local police authority, fire department or other emergency authority, and/or private security patrol; and 2) make every reasonable effort to notify Customer or Customer's designated agent by calling the telephone number supplied to Company in writing by Customer.

Customer understands that the Response Services for the System depend on a single path of transmission of alarm signals over telephone, cable, fiber, or other physical transmission lines, or wireless transmission such as cellular or radio communications, to an alarm monitoring station (the "Station"). All these paths of transmission of alarm signals are subject to failure. Guardian in no way warrants the viability of transmission alarm signals between the System and the Station, regardless of the path of transmission.

5. Cloud Services

Customer shall pay **N/A** per month (payable in advance) for cloud services ("Cloud Services") described as follows:

Customer agrees to maintain the Cloud Services during the Term. In the event of an early termination of the Cloud Services by Customer, the **early termination pricing in Section 2 shall apply**. Note this early termination fee shall apply even if other Services continue.

6. Extended Service Plan Option

Customer agrees to purchase Guardian's Extended Service Plan (the "Plan") for **N/A** per month, (payable in advance) described as follows. Customer agrees to maintain the Plan during the Term. In the event of an early termination of the Plan by Customer, the early termination pricing in Section 2 shall apply. Note this early termination fee shall apply even if other Services continue.

Guardian may increase the price of the Plan for increased labor and overhead costs. Guardian shall give Customer thirty (30) days written notice of any increase in the cost of the Plan. If the customer rejects the increase, the Plan is terminated without the imposition of an early termination fee. If Customer does not reject the proposed increased cost in writing within such thirty (30) day period, the cost of the Plan shall automatically increase in accordance with the notice.

Under the Plan, Guardian will at its cost, and subject to the limitations and exclusions set forth below, repair or replace, at its option, the System installed by Guardian for the duration of Customer's subscription in the Plan. Services under this Plan only include service related to the functioning equipment provided by Guardian and installed by Guardian. Customer may place requests for service by contacting Guardian's Service Department at (206) 622-6545 or 1-800-682-6998. Services performed during normal business hours, Monday through Friday 7:30 a.m. to 4:30 p.m. PST, excluding holidays, will be at "No Charge." "Emergency" Service requests and all other work performed outside of those hours will be charged at 150% of Guardian's standard hourly labor rate then in effect for its alarm technicians; except that Sunday and holiday work shall be charged at 200% of Guardian's standard hourly labor rate then in effect for its alarm technicians.

This Plan does not cover service calls caused by, or arising out of 1) any modification, alteration of, or tampering with, the System 2) abuse or misuse of the System, 3) attempted or unauthorized repair service to the System, 4) upgrades or enhancements to the System and/or 5) improper installation by anyone other than Guardian.

7. Express and Implied Warranties

In the event that any part of the System provided and installed by Guardian within one (1) year from the date of installation becomes defective, Guardian agrees to either repair or replace the System, at its option, without cost to the Customer. Guardian 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 1) batteries, 2) damage arising out of electrical surges or lightning damage, 3) software upgrades and patches, 4) communication devices that are no longer supported by communication pathways, 5) obsolete components, and 6) components exceeding manufacturer's useful life. Guardian is not the manufacturer of the equipment and other than Guardian's limited warranty set forth above, Customer 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, Guardian makes no express warranties as to any matter whatsoever, including but not limited to, unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose. Guardian expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. Guardian does not represent nor warrant that the System may not be compromised or circumvented, or that the System will prevent any loss by burglary, hold-up, fire, or otherwise or that the System will in all cases provide the protection for which it is installed. Furthermore, this warranty does not cover losses due to fire, theft, personal injury, death, or otherwise. The warranty does not cover any damage to material or equipment caused by accident, misuse, abuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than Guardian.

Customer acknowledges that any affirmation of fact or promise made by Guardian shall not be deemed to create an express warranty unless included in this Agreement in writing; that Customer is not relying on Guardian's skill or judgment in selecting or furnishing a system suitable for any particular purpose; and that there are no warranties which extend beyond those on the face of this Agreement. Subject to the limitations set forth above, Customer's exclusive remedy under this section for a breach by Guardian is to require Guardian to repair or replace, at Guardian's option, any equipment which is non-operational.

Any claim or cause of action arising hereunder must be made in writing to Company within the applicable warranty period. Upon receipt of a written warranty claim made within the applicable warranty period, Company will remedy the defect as soon as it is reasonably able to do so. Company shall not be responsible for any damages resulting from Customer's failure to promptly notify Company of a warranty claim, and Customer's failure to promptly notify Company of the warranty claim shall void this warranty. This warranty is a repair and replacement warranty only meaning that Company agrees to repair and/or replace any work not in conformance with this warranty during the applicable warranty period. Company shall not reimburse Customer for any repair work performed by a third party. Company's warranty does not cover, and Company shall not be liable for, any work, materials, or items warranted by third parties, or covered by third party insurance. Obligations under this Section are for Customer's benefit only and may not be enforced by any other person. This limited warranty is not transferable.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

8. Limitation of Liability

CUSTOMER ACKNOWLEDGES THAT NEITHER THE COMPANY NOR ITS AFFILIATES (INCLUDING NORTHWEST ALARM CENTER LLC), NOR ANY OF THEIR OWNERS, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUPPLIERS, SERVICE PROVIDERS, CONTRACTORS, OR SUBCONTRACTORS ("PROTECTED PARTIES") IS AN INSURER OF OR AGAINST ANY POTENTIAL OR ACTUAL LOSS OR DAMAGE TO PERSON OR PROPERTY THAT MAY OCCUR IN OR AT THE PREMISES, WHETHER AS A RESULT OF BURGLARY, THEFT, FIRE, SMOKE, CARBON MONOXIDE POISONING, PHYSICAL HARM TO ANY PERSON, ENTRY IN OR ONTO THE PREMISES, THE CONDUCT OF ANY PERSONS IN OR ON THE PREMISES, OR OTHERWISE.

CUSTOMER ACKNOWLEDGES THAT THE PAYMENTS MADE BY CUSTOMER PURSUANT TO THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES; BUT RATHER ARE BASED ON THE COST OF PROVIDING THE SYSTEM AND THE SERVICES, AND THOSE PAYMENTS TAKE INTO CONSIDERATION THE PROTECTIONS AFFORDED TO THE PROTECTED PARTIES BY THIS AGREEMENT. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE PROTECTED PARTIES EXPRESSLY DENY AND DISCLAIM ALL LIABILITY FOR ANY LOSS OR DAMAGE WHICH MAY OCCUR PRIOR TO, AT OR AFTER SIGNING THIS AGREEMENT. THIS INCLUDES LIABILITY BASED ON CONTRACT, TORT, NEGLIGENCE OF ANY DEGREE, WARRANTY (INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER THEORIES OF LIABILITY.

IF ANY OF THE PROTECTED PARTIES ARE FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO ITS OR THEIR NEGLIGENCE OR THE FAILURE TO PERFORM ITS OR THEIR OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, INSTALLING, ALARM RESPONSE, MONITORING, REPAIRING, OR TAKING OVER THE SYSTEM IN ANY RESPECT, THE MAXIMUM LIABILITY OF THE PROTECTED PARTIES (INCLUDING JOINT AND SEVERAL LIABILITY) SHALL BE \$500.00. THE PROTECTED PARTIES MAY ASSUME A GREATER LIABILITY UPON YOUR REQUEST, BUT ONLY FOR AN ADDITIONAL CHARGE AGREED UPON BY YOU AND GUARDIAN. IF GUARDIAN CHOOSES TO DO SO, A RIDER TO THIS AGREEMENT MUST BE SIGNED BY YOU AND GUARDIAN. UNDER NO CIRCUMSTANCE SHALL GUARDIAN'S AGREEMENT TO INCREASE ITS LIMIT OF LIABILITY BE CONSTRUED OR INTERPRETED TO HOLD THE PROTECTED PARTIES LIABLE AS INSURERS.

THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS LIABILITY FOR LOST PROFITS, LOST OR DAMAGED PROPERTY, LOSS OF USE OF PROPERTY OR THE PREMISES, GOVERNMENTAL FINES AND CHARGES, AND THE CLAIMS OF THIRD PARTIES. ALSO, THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS ALL TYPES OF DAMAGES, INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, AND PUNITIVE.

THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION APPLY TO ANY ACTS, OMISSIONS, OR NEGLIGENCE OF THE PROTECTED PARTIES WHICH, BUT FOR THIS SECTION, MAY GIVE RISE TO A CAUSE OF ACTION IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

INITIALS_____

9. Indemnification

THIS AGREEMENT IS INTENDED ONLY FOR CUSTOMER'S BENEFIT. THEREFORE, CUSTOMER AGREES TO INDEMNIFY, HOLD HARMLESS, DEFEND, AND RELEASE THE PROTECTED PARTIES FROM LIABILITY AND SHALL REIMBURSE THE PROTECTED PARTIES FOR ALL DAMAGES, LOSSES, OR EXPENSES (INCLUDING REASONABLE ATTORNEY FEES AND COSTS) INCURRED BY THE PROTECTED PARTIES IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS, AND CAUSES OF ACTION WHICH ARISE OUT OF OR RELATE TO THE SYSTEM OR THE SERVICES PROVIDED BY THE PROTECTED PARTIES. THIS INCLUDES CLAIMS BROUGHT BY ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, CUSTOMER'S INSURANCE COMPANY, WHETHER THE CLAIM ARISES UNDER CONTRACT, TORT, NEGLIGENCE OF ANY DEGREE, WARRANTY (INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER THEORIES OF LIABILITY.

CUSTOMER'S DUTY TO INDEMNIFY, DEFEND, HOLD HARMLESS AND RELEASE THE PROTECTED PARTIES, HOWEVER, DOES NOT APPLY TO CLAIMS BASED ON INJURIES TO CUSTOMER, THIRD PARTIES OR TO THEIR PROPERTY THAT OCCUR WHILE THE COMPANY'S EMPLOYEES ARE ON THE PREMISES AND WHICH WERE CAUSED SOLELY AND DIRECTLY BY THOSE EMPLOYEES.

IN CASE OF ANY THIRD-PARTY CLAIM OR LOSS COVERED BY CUSTOMER'S INSURANCE, CUSTOMER AGREES NOT TO LOOK TO THE PROTECTED PARTIES FOR REIMBURSEMENT. CUSTOMER WAIVES ANY RIGHTS THAT CUSTOMER'S INSURANCE CARRIER OR OTHERS CLAIMING THROUGH CUSTOMER MAY HAVE AGAINST THE PROTECTED PARTIES, INCLUDING ANY RIGHTS OF SUBROGATION OR INDEMNIFICATION. INITIALS_____

10. Customer Responsibilities

Customer shall provide as many uninterrupted 110v electrical outlets as necessary for the operation of the System. If Customer fails or refuses to provide the necessary outlets within sixty (60) days of entering into this Agreement, Guardian may terminate this Agreement and recover from Customer all costs it incurred, including but not limited to labor and permit costs. Customer shall also provide access to the Customer's site (s) as noted at the address(es) above (the "Premises") at the dates and times scheduled for install and/or service calls. Failure to provide access at a scheduled time will result in the assessment of Guardian's minimum service call charge per technician scheduled. Furthermore, if Customer fails to provide access for sixty (60) days from the date of this Agreement, Guardian may terminate this Agreement and recover from Customer all costs it incurred, including but not limited to labor and permit costs.

Customer must (i) instruct all persons who use the System on its proper use; (ii) carefully and thoroughly test the System and send test signals frequently to the Station; (iii) remove all items that interfere with alarm detection devices; (iv) replace batteries powering alarm devices as needed; (v) notify Guardian immediately of a problem with the System; (vi) provide Guardian a complete emergency contact list and promptly notify Guardian in writing of any changes to it; and (vii) notify Guardian prior to any change in Customer's phone service, including but not limited to a disconnection of Customer's regular phone line or any change in vendors of Customer's digital or VoIP service. Customer agrees that Guardian may provide the information on the emergency contact list to any governmental authority having jurisdiction over Guardian or Customer's System .

The Customer expressly covenants and agrees not to tamper with, disturb, injure, or remove or otherwise interfere with the System or to permit the same to be done. It is further agreed that the System shall remain in the same location as installed, and any removal or disturbance thereof resulting from painting, altering, or remodeling the fixtures or any changes whatsoever necessitating any work by way or repairs, relocation, or otherwise on said System, or if any inspection bureau having jurisdiction shall require any changes. Customer shall pay Guardian in accordance with standard charges of the Company in addition to all other charges mentioned herein.

Where any device or protection is supplied, including but not limited to space protection, which is affected by turbulence of air or other disturbing conditions, Customer agrees to turn off or remove all things, animate or inanimate, including but not limited to all forced air heaters, air conditioners, animated display signs, animals, coverings of chemical vats and/or any other source of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while alarm system is on. In the event of a power failure or other interruption , at Customer's premises, Customer shall immediately notify the Company.

Errors or omissions in construction or installation of the Systems, including but not limited to failure to wire points of protection, must be called to the attention of the Company by Customer in writing within (10) days of completion of installation. Upon the expiration of said ten (10) days, the installation and the protection provided shall be deemed accepted by Customer. The Customer agrees to pay the Company thereafter for increases in protection or modification of the system at standard rates for services provided Monday through Friday 7:30 A.M. to 4:30 P.M., excluding holidays. The Customer shall permit the Company access to the Premises during business hours and at all other reasonable times for any reason arising out of or in connection with the Company's rights or obligations under this Agreement .

11. Insurance

Customer is responsible for obtaining all insurance coverage that Customer believe is necessary to protect Customer and Customer's residence , business, belongings, and persons in or on the Premises, including but not limited to coverage for personal injury and property damage. THE PAYMENTS CUSTOMER MAKES UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES AND TAKE INTO CONSIDERATION THE PROTECTIONS AFFORDED TO COMPANY UNDER THIS AGREEMENT. Customer hereby releases the Company and the Protected Parties from any liability for any event or condition customarily covered by homeowner's or business insurance, as applicable. Customer understands that the System is designed to reduce, but not eliminate, certain risks. The Company does not guarantee that the System will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. The Company and the Protected Parties assume no liability for those risks.

12. Default/Remedies

Time is of the essence in connection with payments due under this Agreement. In the event Customer is in default in the payment of any amounts due under this Agreement, Guardian may terminate this Agreement forthwith without notice to Customer, turn off any Services, and retake possession of the System and/or the transmitter, wherever the same may be located, without any court order or further process of law; retain all amounts previously received from Customer; sue for and recover all unpaid amounts due hereunder, including but not limited to 100% of all amounts Customer would have paid for Response Services, Cloud Services, and the Plan, if applicable; and pursue and exercise any other remedy available under this Agreement or at law or in equity. All remedies are cumulative and may be exercised concurrently or separately . Customer agrees to pay Guardian all costs and expenses, including its personnel costs, all reasonable attorney fees and costs, incurred by Guardian in pursuing or exercising any of its rights or remedies at law or in equity. Interest on unpaid amounts shall be charged at the rate of 1% per month or the highest rate allowed by law, whichever is less.

13. Increase in Taxes, Utility Charges, or Monthly Services

Customer acknowledges that all charges set forth herein are based upon existing federal, state, and local taxes, fees, and utility charges. Guardian shall have the right, at any time, to increase the charges provided herein to reflect any increases in existing or any additional taxes , fees, or charges which hereafter may be imposed on Guardian or its equipment/services by any utility or governmental agency and Customer agrees to pay the same. Customer hereby agrees that the Company shall have the right to increase or decrease the monthly rates provided for herein at any time after expiration of one (1) year from the date the System is operative, or in the case of Services, from one year from the execution date of this Agreement, with the understanding that the increase will not exceed 10% per year. Company shall give the Customer written notice sixty (60) days in advance of the effective date of such increase or decrease, and if the Customer is unwilling to pay any such increased charge, the Customer may terminate the then unexpired term of this Agreement by notifying the Company in writing thirty (30) days prior to the otherwise effective date of any such increase. With respect to the digital communicator and to all equipment under a lease, Customer is

responsible for the removal of all leased equipment and the return of the equipment to Guardian. All equipment must be returned complete and in good working order. In the event that the equipment is not returned complete and in good working order, Customer shall pay Guardian the full replacement cost of the leased equipment. The Customer's termination option as set forth herein shall not apply to increases in charges made as a result of increases in leased line charges to the Company as a result of any public utility - approved rate increase granted to the telephone company, or third-party charges (such as Cloud Services), so long as such increases to the Customer shall be the net amount of the applicable rate increases aforementioned.

14. Installation

The Company is hereby authorized to make any preparations such as drilling holes, driving nails, making attachments, or doing any other things reasonably necessary or pertinent to the installation and maintenance of the System and the Company shall not be responsible for any condition of the Premises created thereby during the installation, maintenance or removal of the equipment or System. Customer warrants that it has full authority from the owner and/or any other persons in control of the Premises to permit the installation of the System under all conditions hereinabove mentioned.

15. Entire Agreement

This Agreement contains the entire agreement of the parties and supersedes all prior and contemporaneous oral or other agreements, representations, and undertakings of the parties. Customer is voluntarily agreeing to this Agreement, with full knowledge of its significance, intending to be legally bound by this Agreement. This Agreement shall not be construed either for or against any party, but this Agreement shall be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result based upon the intent of the parties as expressed in the whole. It is agreed that no evidence of prior course of dealing, or usage of trade shall be admissible to modify or contradict the terms of this Agreement.

16. Severability

If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons and circumstances shall remain in full force and effect.

17. No Setoffs and Counterclaims

Amounts due or to become due under this Agreement shall not subject to deduction by Customer for any setoff, recoupment, or counterclaim arising out of this or any other agreement between Guardian and Customer.

18. Assignment

Customer shall not assign this Agreement or any part hereof without the prior written consent of Guardian. Guardian shall have the right to assign this Agreement to any other person, firm, or corporation without notice to Customer, and shall have the further right to subcontract services which it may perform. Anyone to whom Guardian assigns or subcontracts its obligations shall have all of Guardian's rights hereunder with respect to such obligations.

19. Right to Notice and Cure

In the event of any breach of this Agreement by Guardian, Customer agrees to (i) provide written notice to Guardian specifically identifying the nature of the breach, and (ii) permit Guardian a reasonable period to attempt to cure such breach.

20. Notices; Contact

Customer agrees that any notice required under this Agreement by the parties hereto will be sent to the mailing address of the parties stated herein. All references to notices shall be controlled by this section. Customer expressly authorizes Guardian to contact Customer at the phone number, email address or other contact information Customer has provided, including through the use of an automated dialing system, SMS message (texts), email, pre-recorded or artificial voice, voicemail and/or facsimile for marketing communications and all communications related to servicing or administering Customer's account with Guardian, including, without limitation, communications about the System, this Agreement, services, billing, collections, promotions, advertisements and information regarding any of Guardian's current or future partners, and/or Guardian's partners' products or services, whether related to the System or not. Customer's consent to receive marketing communications is not required as a condition of purchase. Message and data rates may apply. Customer may revoke this authorization by a signed writing mailed return receipt to Guardian Security Systems, Inc. at 1743 First Avenue South, Seattle, WA, 98134.

21. Force Majeure

Notwithstanding any of the foregoing in this Agreement, this Agreement may be terminated without prior notice, at the option of the Company, in case the Station, connecting wires, or equipment within the Premises are damaged or destroyed by fire or other catastrophe so substantially that it is impractical to continue service. Further, Guardian will not be liable for any damages caused by delay in furnishing or failure to furnish equipment or services due to fire, flood, strike, lockout, dispute with workmen, inability to obtain material, war, act of God, or any other cause beyond Guardian's reasonable control.

22. Security Interest

Customer hereby grants to Guardian a security interest in the System to secure faithful performance of all Customer obligations hereunder.

23. Privacy

Please review Guardian's Privacy Policy & Terms of Services available at <https://www.guardiansecurity.com/privacy/> ("Privacy Policy"), which describes our practices for collecting, using, and sharing information, including information collected when we provide the Services. Our Privacy Policy, as updated by us from time to time, is incorporated into and is part of this Agreement.

24. Dispute Resolution, Binding Arbitration and Class Action Waiver

CUSTOMER AND GUARDIAN AGREE THAT ANY AND ALL CLAIMS OR DISPUTES IN ANY WAY RELATED TO OR CONCERNING THIS AGREEMENT, GUARDIAN'S PRIVACY POLICY, THE SERVICES, THE SYSTEM OR ANY GUARDIAN PRODUCTS, INCLUDING ANY BILLING DISPUTES, WILL BE RESOLVED BY ARBITRATION. This includes any claims against other parties relating to any services or the System provided or billed to Customer that also assert claims against Guardian in the same proceeding. Customer and Guardian agree that this Agreement affects interstate commerce so that the Federal Arbitration Act and federal arbitration law apply (despite the choice of law provision in Paragraph 28). THERE IS NO

JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. CUSTOMER MAY OPT OUT OF THIS ARBITRATION PROVISION BY PROVIDING NOTICE TO GUARDIAN WITHIN 30 DAYS OF THE EARLIER OF: (1) THE DATE CUSTOMER SIGNS THIS AGREEMENT OR (2) THE DATE CUSTOMER FIRST SIGNED AN AGREEMENT WITH GUARDIAN THAT CONTAINED AN ARBITRATION PROVISION. The opt-out notice must be postmarked no later than this deadline and mailed to Guardian Security Systems, Inc. at 1743 First Avenue South, Seattle, WA, 98134. The opt-out notice must state that Customer does not agree to this arbitration provision, must include the name, address, phone number and email address associated with Customer's account with Guardian, and must be signed by Customer. This procedure is the only way Customer can opt out of this arbitration provision; failure to comply strictly with this procedure and the deadline will render the opt-out notice null and void. If Customer opts out of the arbitration provision, all other parts of this Agreement will continue to apply. For all claims and disputes, whether pursued in court or arbitration, Customer must first give Guardian an opportunity to resolve the matter by sending a written description of Customer's claim or dispute to the attention of Guardian's Legal Department. Customer and Guardian each agree to negotiate in good faith. However, if the parties are unable to resolve the claim or dispute within 60 days of Guardian's receipt of Customer's written description, Customer may pursue Customer's claim in arbitration. The American Arbitration Association ("AAA") will arbitrate all claims and disputes in accordance with the AAA's Consumer Arbitration Rules ("Consumer Rules") available at www.adr.org/consumer. In the event of a conflict between this Agreement and the Consumer Rules, this Agreement will govern. For disputes involving \$75,000 or less, (a) Guardian will reimburse Customer's filing fees and pay the AAA's and Arbitrator's fees and expenses, and (b) provided Customer negotiated in good faith with Guardian to seek a resolution prior to initiating arbitration, if the Arbitrator finds that Customer is the prevailing party, Customer will be entitled to recover reasonable attorneys' fees and costs. For disputes exceeding \$75,000, the Consumer Rules will govern payment of filing fees and the AAA's and Arbitrator's fees and expenses. In a dispute involving \$25,000 or less, any hearing will be telephonic unless the Arbitrator finds good cause to hold an in-person hearing. Customer is entitled to a fair hearing, but the arbitration procedures are simpler and more limited than rules applicable in court. Any in-person hearing will take place in Customer's County of residence (or, if a business, its principal place of business) or Guardian's principal place of business-King County, Washington. The Arbitrator will rule on his or her own jurisdiction, including the arbitrability of any claim, except that a court has exclusive authority to enforce the prohibition on arbitration on a class-wide basis or in a representative capacity. The Arbitrator must follow this Agreement and may award any relief that would be available in court, but only on an individual basis and only to the extent necessary to provide relief necessitated by Customer's individual claim. The parties agree that the arbitration will be confidential. THE PARTIES EACH AGREE THAT ANY PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE CAPACITY OR AS A MEMBER IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. IN ADDITION, CLAIMS BROUGHT BY OR AGAINST GUARDIAN MAY NOT BE JOINED OR CONSOLIDATED IN THE ARBITRATION OR OTHER PROCEEDING WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER GUARDIAN CUSTOMER, UNLESS OTHERWISE AGREED BY THE PARTIES. If Customer opts out of the arbitration provision as specified above, this class action waiver will not apply to you. If Customer's class action waiver is found to be illegal or unenforceable as to all or some aspects of the dispute, those aspects will not be arbitrated but will instead proceed in court, and the remainder of the dispute will proceed in arbitration. Guardian and Customer each waive any right to a jury trial in either such instance.

25. Governing Law

This Agreement shall be construed under and governed by the laws of Washington without regard to Washington choice of law policies and rulings. Any suit or action must be brought against Guardian within one (1) year from the accrual of the cause of action therefor.

26. Authorization

This Agreement is not binding unless approved in writing by an authorized officer of Guardian. In the event of failure of approval, as aforesaid, the only liability of Guardian shall be to return to Customer the amount, if any, paid to Guardian upon the signing of this Agreement. The signatory to this Agreement represents he/she has the authority to enter into this Agreement on behalf of Customer.

27. Electronic Notices and Disclosures

By inserting your electronic signature below, you agree that: We can provide disclosures required by law and other information about your legal rights and duties to you electronically, and that such disclosures and information will have the same meaning and effect as if provided to you in paper form. Your electronic signature on agreements and documents has the same effect as if you signed them in ink. We can send all communications, billing-related correspondence, agreements and disclosures, including this Agreement and the attached Notice of Right of Recission (collectively defined as "Disclosures") to you electronically (1) via email, (2) by access to a website that we designate in an email notice we send to you at the time the information is available, or (3) to the extent permissible by law, by access to a website that we will generally designate in advance for such purpose. If you want a paper copy, you can print a copy of the Disclosures or download the information for your records. You can also request that a paper copy be mailed to you free of charge within 180 days of the date a particular Disclosure is made. This consent applies to your use of Company's products and services, to your account with the Company, to all future Disclosures associated with such account, to all future transactions in which you use the Company's products and services, at any time, and to other Disclosures that we provide to you by email, unless you have, prior to such transaction, withdrawn your consent by the procedure mentioned below. I understand that in order to access and retain the electronic Disclosures I will need the following:

- A Device with an Internet connection;
- An up-to-date supported Internet browser;
- A valid email address
- Software that enables you to receive and view Portable Document Format (PDF) files, such as Adobe Acrobat Reader (available for a free download at <http://get.adobe.com/reader/>);

If you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add the domain @guardiansecurity.com to your email address book.

At any time, you can update the email address to which we send Disclosures to you or advise you that Disclosures are available by contacting 1-800-682-6998 or writing to us at: Guardian Security Systems, Inc., 1743 First Avenue South, Seattle, WA, 98134. You understand that you may withdraw your consent to receive Disclosures electronically by writing to us at: Guardian Security Systems, Inc., 1743 First Avenue South, Seattle, WA, 98134. Any withdrawal of your consent to receive electronic Disclosures will be effective only after we have a reasonable period of time to process your withdrawal. You understand and agree that we reserve the right to modify or cancel this electronic Disclosure service, change the terms of use of this service or send Disclosures in paper form at any time. You understand and agree that we are responsible for sending notice of the Disclosures to you electronically including at the email address you have provided, but we are not responsible for any delay or failure in your receipt of the email notices.

IN WITNESS WHEREOF, the parties have signed this Agreement
as of the date first set forth above.

By: Robin Harwood
Authorized Representative

Customer: City of Roy

Title: _____

By: _____

Date: _____

Print Name: _____

Title: _____

Date: _____

Emergency Notification List

Type of System	
Interactive App Set Up	Interactive App: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Full Name William Stark
	E-mail Address publicworks@cityofroywa.us
	Cellular/Phone Number (253)-843-1113 / (253)-843-1113
Type of Facility	<input type="checkbox"/> Residential <input checked="" type="checkbox"/> Commercial
	Market Inspections/Fire Monitoring

Please indicate order of notification. Then list 1,2,3, etc. for order of notification.

Attempts will be made to reach persons in order indicated.

Order	Persons To Be Contacted on Alarms	Password (10 characters or fewer)	Cell Phone #	Office Phone #	Home Phone #

It is the responsibility of the customer to notify Guardian Security Systems, Inc. in the event of any changes made to the Emergency Notification List.

Subscriber's Signature
Print Name



Disclosure Statement Notice to Customers

Business Name: Guardian Security Systems, Inc.

This contractor is registered with the state of Washington, registration no. GUARDSS233K5 has posted with the state a bond or deposit of \$4,000.00 for the purpose of satisfying claims against the contractor for breach of contract including negligent or improper work in the conduct of the contractor's business. The expiration date of this contractor's registration is 9/30/2024.

THIS BOND OR DEPOSIT MIGHT NOT BE SUFFICIENT TO COVER A CLAIM THAT MIGHT ARISE FROM THE WORK DONE UNDER YOUR CONTRACT.

This bond or deposit is not for your exclusive use because it covers all work performed by this contractor.

The bond or deposit is intended to pay valid claims up to \$4,000.00 that you and other customers, suppliers, subcontractors, or taxing authorities may have.

FOR GREATER PROTECTION YOU MAY WITHHOLD A PERCENTAGE OF YOUR CONTRACT.

You may withhold a contractually defined percentage of your construction contract as retainage for a stated period of time to provide protection to you and help insure that your project will be completed as required by your contract.

YOUR PROPERTY MAY BE LIENED.

If a supplier of materials used in your construction project or an employee or subcontractor of your contractor or subcontractors is not paid, your property may be lienied to payment and you could pay twice for the same work.

FOR ADDITIONAL PROTECTION, YOU MAY REQUEST THE CONTRACTOR TO PROVIDE YOU WITH ORIGINAL "LIEN RELEASE" DOCUMENTS FROM EACH SUPPLIER OR SUBCONTRACTOR ON YOUR PROJECT.

The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the state Department of Labor and Industries.

I have received a copy of this disclosure statement.

Dated this _____ day of _____ of the year _____.

Signature of Customer

The contractor must retain a signed copy of this disclosure statement in his or her files for a minimum of three years and produce a signed or electronic signature copy of the disclosure statement to the department upon request.

For more information, please refer to RCW 18.27.114.

**AGREEMENT**

This Agreement ("Agreement"), dated as of April 01, 2024 is entered into by and between Guardian Security Systems, Inc. ("Company" or "Guardian"), with an address of 1743 First Avenue South, Seattle, WA, 98134, and **Roy Community Center** ("Customer"). In consideration of the terms of this Agreement, Company and Customer agree as follows:

<u>William Stark</u>	<u>(253)-843-1113</u>	<u>publicworks@cityofroywa.us</u>
Contact Name	Contact Phone	Contact Email
<u>William Stark</u>	<u>(253)-843-1113</u>	<u>publicworks@cityofroywa.us</u>
Billing Contact Name	Billing Contact Phone	Billing Contact Email

Does the customer require Guardian to use an online portal to submit invoices? (An administrative fee may be assessed for portal use)

Yes ☐ No ☐

<u></u>	<u>Roy Community Center</u>		
Billing Name	Site Name		
<u></u>	<u>122 3rd Ave</u>		
Billing Address	Site Address		
<u></u>	<u>Roy</u>	<u>WA</u>	<u>98580</u>
Billing City	Site City	Site State	Site Zip

1. System Purchase

Customer agrees to purchase the System described in Section 3 of this Agreement subject to the following terms and conditions:

Full Retail Pricing

Up-Front System Sale Price: \$2,125.03 Tax: \$170.00 Total Due: \$2,295.03 Deposit Received: \$0.00

Due at Time of Installation: \$2,295.03

Recurring Monthly Pricing with Alarm Response Services (including Video Verification), Cloud Services, and/or Extended Service Plan (collectively, "Services")

Alarm Response Services: \$55.00 per month Cloud Services: N/A per month Extended Service Plan (ESP): N/A per month

Total Price for Services: \$55.00 per month

Customer's total payment for the Services during the initial term of this Agreement is \$1,980.00 (plus any applicable taxes), which is the amount of the monthly payment for Services multiplied by the number of months in the initial term of this Agreement. THERE IS NO FINANCE CHARGE OR COST OF CREDIT (0% APR) ASSOCIATED WITH THIS AGREEMENT.

Unless otherwise agreed to by the parties in writing, the installation price described above shall become due and owing upon installation of the System. If a deposit is being held by Guardian, the deposit shall be applied to the amount due and owing. The installation price described in this Section 1 includes all materials identified in Section 3 of this Agreement as well as the installation of the System. If additional materials are needed to complete the installation that are not identified in Section 3 of this Agreement, an additional charge may be levied by Guardian for the additional materials needed as well as for any necessary labor. Customer shall pay all excise, sales, and other taxes that are imposed upon Company or Customer because of the existence of this Agreement and the carrying out of the provisions hereof. Customer is responsible for and shall reimburse Guardian for all permit fees, registration fees, ordinance fees, false alarm fees, and any other administrative costs or amounts incurred by Guardian because of the System or any Services provided by Guardian. False alarm fees paid by Guardian on behalf of Customer shall be billed to Customer along with an administrative handling charge.

2. Term; Termination

The initial term of this Agreement shall be (36) months from the date the System is installed, and shall continue thereafter for successive one (1) year periods on the same terms and conditions (collectively, the "Term"), unless and until either party gives written notice of non-renewal at least thirty (30) days' prior to end of the initial term or any renewal term, or the Agreement is otherwise terminated earlier in accordance with the terms and conditions herein. INITIALS _____

Customer may terminate this Agreement at any time upon thirty (30) days' written notice to Guardian, PROVIDED, that if Customer terminates this Agreement prior to the end of the Term, Customer shall pay all amounts due at the time of termination in accordance with this Agreement, as well as an EARLY TERMINATION FEE equal to 100% of all amounts that Customer would have paid through the remaining portion of the then-current term. Guardian may terminate this Agreement at any time for any reason.

Upon termination, Customer authorizes Guardian to access and reprogram Customer's alarm panel, or other Customer system(s), and components, to cease all signaling to Guardian and remove the account system number from the panel logic. Company may remove or abandon the System in whole or in part upon termination of this Agreement, and such removal or abandonment shall not be held to constitute a waiver of the right of the Company to collect any charges which have accrued or may accrue hereunder.

3. System Description

Customer is purchasing the following system ("System"):

4. Alarm Response Services

Customer shall pay **\$55.00** per month (payable Monthly in advance) for alarm response services as described as follows. If Customer has elected to receive Video Verification Services (as described in the Video Verification Rider attached hereto and incorporated into this Agreement), then the Response Services shall include Video Verification Services. Customer agrees to maintain the Response Services for the Term. In the event of an early termination of the Response Services by Customer, the **early termination pricing in Section 2 shall apply**. Note this early termination fee shall apply even if other Services continue.

Description
Basic Cell Fire Alarm Monitoring

Upon receipt of an alarm signal from the System, Guardian shall, in its sole discretion and without incurring any liability for failure to do so: 1) process the alarm signal in accordance with local jurisdiction ordinances and Underwriters Laboratory (UL) requirements, which may include reporting the alarm signal to the local police authority, fire department or other emergency authority, and/or private security patrol; and 2) make every reasonable effort to notify Customer or Customer's designated agent by calling the telephone number supplied to Company in writing by Customer.

Customer understands that the Response Services for the System depend on a single path of transmission of alarm signals over telephone, cable, fiber, or other physical transmission lines, or wireless transmission such as cellular or radio communications, to an alarm monitoring station (the "Station"). All these paths of transmission of alarm signals are subject to failure. Guardian in no way warrants the viability of transmission alarm signals between the System and the Station, regardless of the path of transmission.

5. Cloud Services

Customer shall pay **N/A** per month (payable in advance) for cloud services ("Cloud Services") described as follows:

Customer agrees to maintain the Cloud Services during the Term. In the event of an early termination of the Cloud Services by Customer, the **early termination pricing in Section 2 shall apply**. Note this early termination fee shall apply even if other Services continue.

6. Extended Service Plan Option

Customer agrees to purchase Guardian's Extended Service Plan (the "Plan") for **N/A** per month, (payable in advance) described as follows. Customer agrees to maintain the Plan during the Term. In the event of an early termination of the Plan by Customer, the early termination pricing in Section 2 shall apply. Note this early termination fee shall apply even if other Services continue.

Guardian may increase the price of the Plan for increased labor and overhead costs. Guardian shall give Customer thirty (30) days written notice of any increase in the cost of the Plan. If the customer rejects the increase, the Plan is terminated without the imposition of an early termination fee. If Customer does not reject the proposed increased cost in writing within such thirty (30) day period, the cost of the Plan shall automatically increase in accordance with the notice.

Under the Plan, Guardian will at its cost, and subject to the limitations and exclusions set forth below, repair or replace, at its option, the System installed by Guardian for the duration of Customer's subscription in the Plan. Services under this Plan only include service related to the functioning equipment provided by Guardian and installed by Guardian. Customer may place requests for service by contacting Guardian's Service Department at (206) 622-6545 or 1-800-682-6998. Services performed during normal business hours, Monday through Friday 7:30 a.m. to 4:30 p.m. PST, excluding holidays, will be at "No Charge." "Emergency" Service requests and all other work performed outside of those hours will be charged at 150% of Guardian's standard hourly labor rate then in effect for its alarm technicians; except that Sunday and holiday work shall be charged at 200% of Guardian's standard hourly labor rate then in effect for its alarm technicians.

This Plan does not cover service calls caused by, or arising out of 1) any modification, alteration of, or tampering with, the System 2) abuse or misuse of the System, 3) attempted or unauthorized repair service to the System, 4) upgrades or enhancements to the System and/or 5) improper installation by anyone other than Guardian.

7. Express and Implied Warranties

In the event that any part of the System provided and installed by Guardian within one (1) year from the date of installation becomes defective, Guardian agrees to either repair or replace the System, at its option, without cost to the Customer. Guardian 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 1) batteries, 2) damage arising out of electrical surges or lightning damage, 3) software upgrades and patches, 4) communication devices that are no longer supported by communication pathways, 5) obsolete components, and 6) components exceeding manufacturer's useful life. Guardian is not the manufacturer of the equipment and other than Guardian's limited warranty set forth above, Customer 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, Guardian makes no express warranties as to any matter whatsoever, including but not limited to, unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose. Guardian expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. Guardian does not represent nor warrant that the System may not be compromised or circumvented, or that the System will prevent any loss by burglary, hold-up, fire, or otherwise or that the System will in all cases provide the protection for which it is installed. Furthermore, this warranty does not cover losses due to fire, theft, personal injury, death, or otherwise. The warranty does not cover any damage to material or equipment caused by accident, misuse, abuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than Guardian.

Customer acknowledges that any affirmation of fact or promise made by Guardian shall not be deemed to create an express warranty unless included in this Agreement in writing; that Customer is not relying on Guardian's skill or judgment in selecting or furnishing a system suitable for any particular purpose; and that there are no warranties which extend beyond those on the face of this Agreement. Subject to the limitations set forth above, Customer's exclusive remedy under this section for a breach by Guardian is to require Guardian to repair or replace, at Guardian's option, any equipment which is non-operational.

Any claim or cause of action arising hereunder must be made in writing to Company within the applicable warranty period. Upon receipt of a written warranty claim made within the applicable warranty period, Company will remedy the defect as soon as it is reasonably able to do so. Company shall not be responsible for any damages resulting from Customer's failure to promptly notify Company of a warranty claim, and Customer's failure to promptly notify Company of the warranty claim shall void this warranty. This warranty is a repair and replacement warranty only meaning that Company agrees to repair and/or replace any work not in conformance with this warranty during the applicable warranty period. Company shall not reimburse Customer for any repair work performed by a third party. Company's warranty does not cover, and Company shall not be liable for, any work, materials, or items warranted by third parties, or covered by third party insurance. Obligations under this Section are for Customer's benefit only and may not be enforced by any other person. This limited warranty is not transferable.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

8. Limitation of Liability

CUSTOMER ACKNOWLEDGES THAT NEITHER THE COMPANY NOR ITS AFFILIATES (INCLUDING NORTHWEST ALARM CENTER LLC), NOR ANY OF THEIR OWNERS, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUPPLIERS, SERVICE PROVIDERS, CONTRACTORS, OR SUBCONTRACTORS ("PROTECTED PARTIES") IS AN INSURER OF OR AGAINST ANY POTENTIAL OR ACTUAL LOSS OR DAMAGE TO PERSON OR PROPERTY THAT MAY OCCUR IN OR AT THE PREMISES, WHETHER AS A RESULT OF BURGLARY, THEFT, FIRE, SMOKE, CARBON MONOXIDE POISONING, PHYSICAL HARM TO ANY PERSON, ENTRY IN OR ONTO THE PREMISES, THE CONDUCT OF ANY PERSONS IN OR ON THE PREMISES, OR OTHERWISE.

CUSTOMER ACKNOWLEDGES THAT THE PAYMENTS MADE BY CUSTOMER PURSUANT TO THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES; BUT RATHER ARE BASED ON THE COST OF PROVIDING THE SYSTEM AND THE SERVICES, AND THOSE PAYMENTS TAKE INTO CONSIDERATION THE PROTECTIONS AFFORDED TO THE PROTECTED PARTIES BY THIS AGREEMENT. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE PROTECTED PARTIES EXPRESSLY DENY AND DISCLAIM ALL LIABILITY FOR ANY LOSS OR DAMAGE WHICH MAY OCCUR PRIOR TO, AT OR AFTER SIGNING THIS AGREEMENT. THIS INCLUDES LIABILITY BASED ON CONTRACT, TORT, NEGLIGENCE OF ANY DEGREE, WARRANTY (INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER THEORIES OF LIABILITY.

IF ANY OF THE PROTECTED PARTIES ARE FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO ITS OR THEIR NEGLIGENCE OR THE FAILURE TO PERFORM ITS OR THEIR OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, INSTALLING, ALARM RESPONSE, MONITORING, REPAIRING, OR TAKING OVER THE SYSTEM IN ANY RESPECT, THE MAXIMUM LIABILITY OF THE PROTECTED PARTIES (INCLUDING JOINT AND SEVERAL LIABILITY) SHALL BE \$500.00. THE PROTECTED PARTIES MAY ASSUME A GREATER LIABILITY UPON YOUR REQUEST, BUT ONLY FOR AN ADDITIONAL CHARGE AGREED UPON BY YOU AND GUARDIAN. IF GUARDIAN CHOOSES TO DO SO, A RIDER TO THIS AGREEMENT MUST BE SIGNED BY YOU AND GUARDIAN. UNDER NO CIRCUMSTANCE SHALL GUARDIAN'S AGREEMENT TO INCREASE ITS LIMIT OF LIABILITY BE CONSTRUED OR INTERPRETED TO HOLD THE PROTECTED PARTIES LIABLE AS INSURERS.

THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS LIABILITY FOR LOST PROFITS, LOST OR DAMAGED PROPERTY, LOSS OF USE OF PROPERTY OR THE PREMISES, GOVERNMENTAL FINES AND CHARGES, AND THE CLAIMS OF THIRD PARTIES. ALSO, THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS ALL TYPES OF DAMAGES, INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, AND PUNITIVE.

THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION APPLY TO ANY ACTS, OMISSIONS, OR NEGLIGENCE OF THE PROTECTED PARTIES WHICH, BUT FOR THIS SECTION, MAY GIVE RISE TO A CAUSE OF ACTION IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

INITIALS_____

9. Indemnification

THIS AGREEMENT IS INTENDED ONLY FOR CUSTOMER'S BENEFIT. THEREFORE, CUSTOMER AGREES TO INDEMNIFY, HOLD HARMLESS, DEFEND, AND RELEASE THE PROTECTED PARTIES FROM LIABILITY AND SHALL REIMBURSE THE PROTECTED PARTIES FOR ALL DAMAGES, LOSSES, OR EXPENSES (INCLUDING REASONABLE ATTORNEY FEES AND COSTS) INCURRED BY THE PROTECTED PARTIES IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS, AND CAUSES OF ACTION WHICH ARISE OUT OF OR RELATE TO THE SYSTEM OR THE SERVICES PROVIDED BY THE PROTECTED PARTIES. THIS INCLUDES CLAIMS BROUGHT BY ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, CUSTOMER'S INSURANCE COMPANY, WHETHER THE CLAIM ARISES UNDER CONTRACT, TORT, NEGLIGENCE OF ANY DEGREE, WARRANTY (INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER THEORIES OF LIABILITY.

CUSTOMER'S DUTY TO INDEMNIFY, DEFEND, HOLD HARMLESS AND RELEASE THE PROTECTED PARTIES, HOWEVER, DOES NOT APPLY TO CLAIMS BASED ON INJURIES TO CUSTOMER, THIRD PARTIES OR TO THEIR PROPERTY THAT OCCUR WHILE THE COMPANY'S EMPLOYEES ARE ON THE PREMISES AND WHICH WERE CAUSED SOLELY AND DIRECTLY BY THOSE EMPLOYEES.

IN CASE OF ANY THIRD-PARTY CLAIM OR LOSS COVERED BY CUSTOMER'S INSURANCE, CUSTOMER AGREES NOT TO LOOK TO THE PROTECTED PARTIES FOR REIMBURSEMENT. CUSTOMER WAIVES ANY RIGHTS THAT CUSTOMER'S INSURANCE CARRIER OR OTHERS CLAIMING THROUGH CUSTOMER MAY HAVE AGAINST THE PROTECTED PARTIES, INCLUDING ANY RIGHTS OF SUBROGATION OR INDEMNIFICATION. INITIALS_____

10. Customer Responsibilities

Customer shall provide as many uninterrupted 110v electrical outlets as necessary for the operation of the System. If Customer fails or refuses to provide the necessary outlets within sixty (60) days of entering into this Agreement, Guardian may terminate this Agreement and recover from Customer all costs it incurred, including but not limited to labor and permit costs. Customer shall also provide access to the Customer's site (s) as noted at the address(es) above (the "Premises") at the dates and times scheduled for install and/or service calls. Failure to provide access at a scheduled time will result in the assessment of Guardian's minimum service call charge per technician scheduled. Furthermore, if Customer fails to provide access for sixty (60) days from the date of this Agreement, Guardian may terminate this Agreement and recover from Customer all costs it incurred, including but not limited to labor and permit costs.

Customer must (i) instruct all persons who use the System on its proper use; (ii) carefully and thoroughly test the System and send test signals frequently to the Station; (iii) remove all items that interfere with alarm detection devices; (iv) replace batteries powering alarm devices as needed; (v) notify Guardian immediately of a problem with the System; (vi) provide Guardian a complete emergency contact list and promptly notify Guardian in writing of any changes to it; and (vii) notify Guardian prior to any change in Customer's phone service, including but not limited to a disconnection of Customer's regular phone line or any change in vendors of Customer's digital or VoIP service. Customer agrees that Guardian may provide the information on the emergency contact list to any governmental authority having jurisdiction over Guardian or Customer's System .

The Customer expressly covenants and agrees not to tamper with, disturb, injure, or remove or otherwise interfere with the System or to permit the same to be done. It is further agreed that the System shall remain in the same location as installed, and any removal or disturbance thereof resulting from painting, altering, or remodeling the fixtures or any changes whatsoever necessitating any work by way of repairs, relocation, or otherwise on said System, or if any inspection bureau having jurisdiction shall require any changes. Customer shall pay Guardian in accordance with standard charges of the Company in addition to all other charges mentioned herein.

Where any device or protection is supplied, including but not limited to space protection, which is affected by turbulence of air or other disturbing conditions, Customer agrees to turn off or remove all things, animate or inanimate, including but not limited to all forced air heaters, air conditioners, animated display signs, animals, coverings of chemical vats and/or any other source of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while alarm system is on. In the event of a power failure or other interruption , at Customer's premises, Customer shall immediately notify the Company.

Errors or omissions in construction or installation of the Systems, including but not limited to failure to wire points of protection, must be called to the attention of the Company by Customer in writing within (10) days of completion of installation. Upon the expiration of said ten (10) days, the installation and the protection provided shall be deemed accepted by Customer. The Customer agrees to pay the Company thereafter for increases in protection or modification of the system at standard rates for services provided Monday through Friday 7:30 A.M. to 4:30 P.M., excluding holidays. The Customer shall permit the Company access to the Premises during business hours and at all other reasonable times for any reason arising out of or in connection with the Company's rights or obligations under this Agreement .

11. Insurance

Customer is responsible for obtaining all insurance coverage that Customer believe is necessary to protect Customer and Customer's residence , business, belongings, and persons in or on the Premises, including but not limited to coverage for personal injury and property damage. THE PAYMENTS CUSTOMER MAKES UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES AND TAKE INTO CONSIDERATION THE PROTECTIONS AFFORDED TO COMPANY UNDER THIS AGREEMENT. Customer hereby releases the Company and the Protected Parties from any liability for any event or condition customarily covered by homeowner's or business insurance, as applicable. Customer understands that the System is designed to reduce, but not eliminate, certain risks. The Company does not guarantee that the System will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. The Company and the Protected Parties assume no liability for those risks.

12. Default/Remedies

Time is of the essence in connection with payments due under this Agreement. In the event Customer is in default in the payment of any amounts due under this Agreement, Guardian may terminate this Agreement forthwith without notice to Customer, turn off any Services, and retake possession of the System and/or the transmitter, wherever the same may be located, without any court order or further process of law; retain all amounts previously received from Customer; sue for and recover all unpaid amounts due hereunder, including but not limited to 100% of all amounts Customer would have paid for Response Services, Cloud Services, and the Plan, if applicable; and pursue and exercise any other remedy available under this Agreement or at law or in equity. All remedies are cumulative and may be exercised concurrently or separately . Customer agrees to pay Guardian all costs and expenses, including its personnel costs, all reasonable attorney fees and costs, incurred by Guardian in pursuing or exercising any of its rights or remedies at law or in equity. Interest on unpaid amounts shall be charged at the rate of 1% per month or the highest rate allowed by law, whichever is less.

13. Increase in Taxes, Utility Charges, or Monthly Services

Customer acknowledges that all charges set forth herein are based upon existing federal, state, and local taxes, fees, and utility charges. Guardian shall have the right, at any time, to increase the charges provided herein to reflect any increases in existing or any additional taxes , fees, or charges which hereafter may be imposed on Guardian or its equipment/services by any utility or governmental agency and Customer agrees to pay the same. Customer hereby agrees that the Company shall have the right to increase or decrease the monthly rates provided for herein at any time after expiration of one (1) year from the date the System is operative, or in the case of Services, from one year from the execution date of this Agreement, with the understanding that the increase will not exceed 10% per year. Company shall give the Customer written notice sixty (60) days in advance of the effective date of such increase or decrease, and if the Customer is unwilling to pay any such increased charge, the Customer may terminate the then unexpired term of this Agreement by notifying the Company in writing thirty (30) days prior to the otherwise effective date of any such increase. With respect to the digital communicator and to all equipment under a lease, Customer is

responsible for the removal of all leased equipment and the return of the equipment to Guardian. All equipment must be returned complete and in good working order. In the event that the equipment is not returned complete and in good working order, Customer shall pay Guardian the full replacement cost of the leased equipment. The Customer's termination option as set forth herein shall not apply to increases in charges made as a result of increases in leased line charges to the Company as a result of any public utility - approved rate increase granted to the telephone company, or third-party charges (such as Cloud Services), so long as such increases to the Customer shall be the net amount of the applicable rate increases aforementioned.

14. Installation

The Company is hereby authorized to make any preparations such as drilling holes, driving nails, making attachments, or doing any other things reasonably necessary or pertinent to the installation and maintenance of the System and the Company shall not be responsible for any condition of the Premises created thereby during the installation, maintenance or removal of the equipment or System. Customer warrants that it has full authority from the owner and/or any other persons in control of the Premises to permit the installation of the System under all conditions hereinabove mentioned.

15. Entire Agreement

This Agreement contains the entire agreement of the parties and supersedes all prior and contemporaneous oral or other agreements, representations, and undertakings of the parties. Customer is voluntarily agreeing to this Agreement, with full knowledge of its significance, intending to be legally bound by this Agreement. This Agreement shall not be construed either for or against any party, but this Agreement shall be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result based upon the intent of the parties as expressed in the whole. It is agreed that no evidence of prior course of dealing, or usage of trade shall be admissible to modify or contradict the terms of this Agreement.

16. Severability

If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons and circumstances shall remain in full force and effect.

17. No Setoffs and Counterclaims

Amounts due or to become due under this Agreement shall not subject to deduction by Customer for any setoff, recoupment, or counterclaim arising out of this or any other agreement between Guardian and Customer.

18. Assignment

Customer shall not assign this Agreement or any part hereof without the prior written consent of Guardian. Guardian shall have the right to assign this Agreement to any other person, firm, or corporation without notice to Customer, and shall have the further right to subcontract services which it may perform. Anyone to whom Guardian assigns or subcontracts its obligations shall have all of Guardian's rights hereunder with respect to such obligations.

19. Right to Notice and Cure

In the event of any breach of this Agreement by Guardian, Customer agrees to (i) provide written notice to Guardian specifically identifying the nature of the breach, and (ii) permit Guardian a reasonable period to attempt to cure such breach.

20. Notices; Contact

Customer agrees that any notice required under this Agreement by the parties hereto will be sent to the mailing address of the parties stated herein. All references to notices shall be controlled by this section. Customer expressly authorizes Guardian to contact Customer at the phone number, email address or other contact information Customer has provided, including through the use of an automated dialing system, SMS message (texts), email, pre-recorded or artificial voice, voicemail and/or facsimile for marketing communications and all communications related to servicing or administering Customer's account with Guardian, including, without limitation, communications about the System, this Agreement, services, billing, collections, promotions, advertisements and information regarding any of Guardian's current or future partners, and/or Guardian's partners' products or services, whether related to the System or not. Customer's consent to receive marketing communications is not required as a condition of purchase. Message and data rates may apply. Customer may revoke this authorization by a signed writing mailed return receipt to Guardian Security Systems, Inc. at 1743 First Avenue South, Seattle, WA, 98134.

21. Force Majeure

Notwithstanding any of the foregoing in this Agreement, this Agreement may be terminated without prior notice, at the option of the Company, in case the Station, connecting wires, or equipment within the Premises are damaged or destroyed by fire or other catastrophe so substantially that it is impractical to continue service. Further, Guardian will not be liable for any damages caused by delay in furnishing or failure to furnish equipment or services due to fire, flood, strike, lockout, dispute with workmen, inability to obtain material, war, act of God, or any other cause beyond Guardian's reasonable control.

22. Security Interest

Customer hereby grants to Guardian a security interest in the System to secure faithful performance of all Customer obligations hereunder.

23. Privacy

Please review Guardian's Privacy Policy & Terms of Services available at <https://www.guardiansecurity.com/privacy/> ("Privacy Policy"), which describes our practices for collecting, using, and sharing information, including information collected when we provide the Services. Our Privacy Policy, as updated by us from time to time, is incorporated into and is part of this Agreement.

24. Dispute Resolution, Binding Arbitration and Class Action Waiver

CUSTOMER AND GUARDIAN AGREE THAT ANY AND ALL CLAIMS OR DISPUTES IN ANY WAY RELATED TO OR CONCERNING THIS AGREEMENT, GUARDIAN'S PRIVACY POLICY, THE SERVICES, THE SYSTEM OR ANY GUARDIAN PRODUCTS, INCLUDING ANY BILLING DISPUTES, WILL BE RESOLVED BY ARBITRATION. This includes any claims against other parties relating to any services or the System provided or billed to Customer that also assert claims against Guardian in the same proceeding. Customer and Guardian agree that this Agreement affects interstate commerce so that the Federal Arbitration Act and federal arbitration law apply (despite the choice of law provision in Paragraph 28). THERE IS NO

JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. CUSTOMER MAY OPT OUT OF THIS ARBITRATION PROVISION BY PROVIDING NOTICE TO GUARDIAN WITHIN 30 DAYS OF THE EARLIER OF: (1) THE DATE CUSTOMER SIGNS THIS AGREEMENT OR (2) THE DATE CUSTOMER FIRST SIGNED AN AGREEMENT WITH GUARDIAN THAT CONTAINED AN ARBITRATION PROVISION. The opt-out notice must be postmarked no later than this deadline and mailed to Guardian Security Systems, Inc. at 1743 First Avenue South, Seattle, WA, 98134. The opt-out notice must state that Customer does not agree to this arbitration provision, must include the name, address, phone number and email address associated with Customer's account with Guardian, and must be signed by Customer. This procedure is the only way Customer can opt out of this arbitration provision; failure to comply strictly with this procedure and the deadline will render the opt-out notice null and void. If Customer opts out of the arbitration provision, all other parts of this Agreement will continue to apply. For all claims and disputes, whether pursued in court or arbitration, Customer must first give Guardian an opportunity to resolve the matter by sending a written description of Customer's claim or dispute to the attention of Guardian's Legal Department. Customer and Guardian each agree to negotiate in good faith. However, if the parties are unable to resolve the claim or dispute within 60 days of Guardian's receipt of Customer's written description, Customer may pursue Customer's claim in arbitration. The American Arbitration Association ("AAA") will arbitrate all claims and disputes in accordance with the AAA's Consumer Arbitration Rules ("Consumer Rules") available at www.adr.org/consumer. In the event of a conflict between this Agreement and the Consumer Rules, this Agreement will govern. For disputes involving \$75,000 or less, (a) Guardian will reimburse Customer's filing fees and pay the AAA's and Arbitrator's fees and expenses, and (b) provided Customer negotiated in good faith with Guardian to seek a resolution prior to initiating arbitration, if the Arbitrator finds that Customer is the prevailing party, Customer will be entitled to recover reasonable attorneys' fees and costs. For disputes exceeding \$75,000, the Consumer Rules will govern payment of filing fees and the AAA's and Arbitrator's fees and expenses. In a dispute involving \$25,000 or less, any hearing will be telephonic unless the Arbitrator finds good cause to hold an in-person hearing. Customer is entitled to a fair hearing, but the arbitration procedures are simpler and more limited than rules applicable in court. Any in-person hearing will take place in Customer's County of residence (or, if a business, its principal place of business) or Guardian's principal place of business-King County, Washington. The Arbitrator will rule on his or her own jurisdiction, including the arbitrability of any claim, except that a court has exclusive authority to enforce the prohibition on arbitration on a class-wide basis or in a representative capacity. The Arbitrator must follow this Agreement and may award any relief that would be available in court, but only on an individual basis and only to the extent necessary to provide relief necessitated by Customer's individual claim. The parties agree that the arbitration will be confidential. THE PARTIES EACH AGREE THAT ANY PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE CAPACITY OR AS A MEMBER IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. IN ADDITION, CLAIMS BROUGHT BY OR AGAINST GUARDIAN MAY NOT BE JOINED OR CONSOLIDATED IN THE ARBITRATION OR OTHER PROCEEDING WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER GUARDIAN CUSTOMER, UNLESS OTHERWISE AGREED BY THE PARTIES. If Customer opts out of the arbitration provision as specified above, this class action waiver will not apply to you. If Customer's class action waiver is found to be illegal or unenforceable as to all or some aspects of the dispute, those aspects will not be arbitrated but will instead proceed in court, and the remainder of the dispute will proceed in arbitration. Guardian and Customer each waive any right to a jury trial in either such instance.

25. Governing Law

This Agreement shall be construed under and governed by the laws of Washington without regard to Washington choice of law policies and rulings. Any suit or action must be brought against Guardian within one (1) year from the accrual of the cause of action therefor.

26. Authorization

This Agreement is not binding unless approved in writing by an authorized officer of Guardian. In the event of failure of approval, as aforesaid, the only liability of Guardian shall be to return to Customer the amount, if any, paid to Guardian upon the signing of this Agreement. The signatory to this Agreement represents he/she has the authority to enter into this Agreement on behalf of Customer.

27. Electronic Notices and Disclosures

By inserting your electronic signature below, you agree that: We can provide disclosures required by law and other information about your legal rights and duties to you electronically, and that such disclosures and information will have the same meaning and effect as if provided to you in paper form. Your electronic signature on agreements and documents has the same effect as if you signed them in ink. We can send all communications, billing-related correspondence, agreements and disclosures, including this Agreement and the attached Notice of Right of Recission (collectively defined as "Disclosures") to you electronically (1) via email, (2) by access to a website that we designate in an email notice we send to you at the time the information is available, or (3) to the extent permissible by law, by access to a website that we will generally designate in advance for such purpose. If you want a paper copy, you can print a copy of the Disclosures or download the information for your records. You can also request that a paper copy be mailed to you free of charge within 180 days of the date a particular Disclosure is made. This consent applies to your use of Company's products and services, to your account with the Company, to all future Disclosures associated with such account, to all future transactions in which you use the Company's products and services, at any time, and to other Disclosures that we provide to you by email, unless you have, prior to such transaction, withdrawn your consent by the procedure mentioned below. I understand that in order to access and retain the electronic Disclosures I will need the following:

- A Device with an Internet connection;
- An up-to-date supported Internet browser;
- A valid email address
- Software that enables you to receive and view Portable Document Format (PDF) files, such as Adobe Acrobat Reader (available for a free download at <http://get.adobe.com/reader/>);

If you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add the domain @guardiansecurity.com to your email address book.

At any time, you can update the email address to which we send Disclosures to you or advise you that Disclosures are available by contacting 1-800-682-6998 or writing to us at: Guardian Security Systems, Inc., 1743 First Avenue South, Seattle, WA, 98134. You understand that you may withdraw your consent to receive Disclosures electronically by writing to us at: Guardian Security Systems, Inc., 1743 First Avenue South, Seattle, WA, 98134. Any withdrawal of your consent to receive electronic Disclosures will be effective only after we have a reasonable period of time to process your withdrawal. You understand and agree that we reserve the right to modify or cancel this electronic Disclosure service, change the terms of use of this service or send Disclosures in paper form at any time. You understand and agree that we are responsible for sending notice of the Disclosures to you electronically including at the email address you have provided, but we are not responsible for any delay or failure in your receipt of the email notices.

IN WITNESS WHEREOF, the parties have signed this Agreement
as of the date first set forth above.

By: Robin Harwood
Authorized Representative

Customer: Roy Community Center

Title: _____

By: _____

Date: _____

Print Name: _____

Title: _____

Date: _____

Emergency Notification List

Type of System	
Interactive App Set Up	Interactive App: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Full Name William Stark
	E-mail Address publicworks@cityofroywa.us
	Cellular/Phone Number (253)-843-1113 / (253)-843-1113
Type of Facility	<input type="checkbox"/> Residential <input checked="" type="checkbox"/> Commercial
	Market Inspections/Fire Monitoring

Please indicate order of notification. Then list 1,2,3, etc. for order of notification.

Attempts will be made to reach persons in order indicated.

Order	Persons To Be Contacted on Alarms	Password (10 characters or fewer)	Cell Phone #	Office Phone #	Home Phone #

It is the responsibility of the customer to notify Guardian Security Systems, Inc. in the event of any changes made to the Emergency Notification List.

Subscriber's Signature
Print Name



Disclosure Statement Notice to Customers

Business Name: Guardian Security Systems, Inc.

This contractor is registered with the state of Washington, registration no. GUARDSS233K5 has posted with the state a bond or deposit of \$4,000.00 for the purpose of satisfying claims against the contractor for breach of contract including negligent or improper work in the conduct of the contractor's business. The expiration date of this contractor's registration is 9/30/2024.

THIS BOND OR DEPOSIT MIGHT NOT BE SUFFICIENT TO COVER A CLAIM THAT MIGHT ARISE FROM THE WORK DONE UNDER YOUR CONTRACT.

This bond or deposit is not for your exclusive use because it covers all work performed by this contractor.

The bond or deposit is intended to pay valid claims up to \$4,000.00 that you and other customers, suppliers, subcontractors, or taxing authorities may have.

FOR GREATER PROTECTION YOU MAY WITHHOLD A PERCENTAGE OF YOUR CONTRACT.

You may withhold a contractually defined percentage of your construction contract as retainage for a stated period of time to provide protection to you and help insure that your project will be completed as required by your contract.

YOUR PROPERTY MAY BE LIENED.

If a supplier of materials used in your construction project or an employee or subcontractor of your contractor or subcontractors is not paid, your property may be liened to payment and you could pay twice for the same work.

FOR ADDITIONAL PROTECTION, YOU MAY REQUEST THE CONTRACTOR TO PROVIDE YOU WITH ORIGINAL "LIEN RELEASE" DOCUMENTS FROM EACH SUPPLIER OR SUBCONTRACTOR ON YOUR PROJECT.

The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the state Department of Labor and Industries.

I have received a copy of this disclosure statement.

Dated this _____ day of _____ of the year _____.

Signature of Customer

The contractor must retain a signed copy of this disclosure statement in his or her files for a minimum of three years and produce a signed or electronic signature copy of the disclosure statement to the department upon request.

For more information, please refer to RCW 18.27.114.