



SECURITY SYSTEM PURCHASE AND SERVICES AGREEMENT
 Interactive Systems, Inc.
 539 Mainstream Drive, Nashville, TN 37228

(615) 332-0693 Fax (615) 332-0415
 www.interactivesystems.com
 TN License # C-0842

This Agreement is dated as of the Sale Date between Interactive Systems, Inc. (the "Company") and you (the "Customer"). Subject to the terms and conditions of this Agreement, the Company agrees to install the security system described herein (the "System") at the customer's address (the "Premises") and to perform such additional services as are specified below pursuant to the "Terms and Conditions" on the reverse side. Company and Customer hereby agree as follows:

CoF Contract No. 2017-0210

Sale Date: 8/16/17

Customer Name: City of Franklin Community: _____ Lot #: _____
 Email Address: amy.heron@franklin.tn.com Account No.: _____ Permit No.: _____
 Premises Address: PO Box 305 Mailing Name (If Different) (Attention): _____
 City: Franklin State: TN Zip: 37065 Mailing Street / PO Box Address (If Different Than Premises): _____
 Phone: (615) 794-2103 Other Phone: _____ Mailing City: _____ Mailing State: _____ Mailing Zip: _____

Note: If the Premises is a new purchase by the Customer, this Agreement is contingent upon the Customer closing on said property.

(See Attached Description) Security Equipment Total	\$ 3710.00
Sales Tax _____%	\$ 0
Sub Total	\$ 3710.00
Activation Fee	\$ 0
1 st Monthly Fee Payment	\$ 174.75
Permit(s)	\$ 0
Total Amount Due	\$ 3884.75
Deposit Due at Signing	\$ 0
Balance Due at Install and/or Activation	\$ 3884.75

I (We) would like to pay The Deposit Due at Signing and The Balance Due at install and/or Activation as follows:
 ESS (Initial Here) By Check
 _____ (Initial Here) I (We) hereby authorize Interactive Security Systems, Inc. ("Company") to initiate automatic charges to my (our) checking account or Credit Card indicated on the ELECTRONIC DRAFT AUTHORIZATION FORM at the bottom of this page for The Deposit Due at Signing and The Balance Due at Install and/or Activation.

Additional Terms (N/A if Blank)
Cowboys, Phase 1, 2, 3, Liberty Park Concession Stands

Customer Initials: ESS

NFPA Notice, Special Instructions

The National Fire Protection Association (NFPA) recommends smoke alarms on every floor (level) including finished attics and basements, in every sleeping area, outside every sleeping area in the immediate vicinity of the bedrooms, and in every bedroom. For additional coverage, it is recommended that smoke alarms be installed in all rooms, halls, and storage areas. Customer understands that the Company offers several levels of protection services and that the system has been chosen by the Customer after considering and balancing the levels of protection afforded by various types of systems and the related costs. Customer understands that the final placement of equipment will be determined and completed by the installation technician at the time of installation.

I have read and agree to this paragraph NFPA Notice, Special Instructions. Customer Initials: _____

Alternative Or Additional Signal Communication (Cellular) Equipment & Service

Customer understands and acknowledges that the telephone service to the Premises can be accidentally or intentionally disabled, for example, phone lines cut, and that in such occurrence the Company would not receive signals from the System installed at the Premises. Customer understands and acknowledges that alternative or additional signal communication (Cellular) equipment and service can be installed and provided at Customer's request and expense. Customer further understands that the alternative or additional signal communication (Cellular) equipment and service are not infallible. Customer specifically acknowledges that Company does not represent or warrant that the alternative or additional signal communication (Cellular) equipment and service, or the transmission of signals from the System installed on the Premises using the alternative or additional signal communication (Cellular) equipment and service may not be interrupted, circumvented or compromised.

I have read and agree to the above paragraph and I request the alternative or additional signal communication equipment and service as part of the chosen protection package.
ACCEPT Customer Initials: ESS

I have read and agree to the above paragraph, however, I decline to request the alternative or additional signal communication equipment and service as part of the chosen protection package.
DECLINE Customer Initials: _____

Monitoring, Services & Terms:

Customer agrees to pay the monthly fee set forth on this Agreement below, due in advance. The initial term of this Agreement shall be for a period of 1 months and shall begin on the date monitoring service is activated. If the Premises is a newly constructed home, the initial term of this agreement shall begin no later than thirty (30) days after the Customer closes on the newly constructed home. After the expiration of the initial term, this agreement shall automatically be renewed for additional terms of one (1) month, unless cancelled by written notice at least 30 days prior to the expiration of the then current term by either of the parties to the other.

I have read and agree to Monitoring, Services & Terms. Customer Initials: _____

Total Monthly Fee Includes Cellular Fee	Other Monthly Fees Description (N/A if Blank)	Monitoring Fee	\$99.75
<u>ESS</u> Customer Initials	Basic Interactive	Cellular Fee	\$50.00
Total Monthly Fee Does Not Include Cellular Fee	Advanced Interactive	Other Fees	\$25.00
Customer Initials	Interactive Gold	Total Monthly Fee	\$174.75
	Other <u>Image Sensor</u> Description		

The Customer acknowledges that it has received a copy of this Agreement and all its attachments. The Customer acknowledges that it has read and understood this Agreement, especially those sections on the reverse side relating to its indemnification of the Company and the Company's limited liability and disclaimer of warranties. ~~(Consumer transactions only) BUYER'S RIGHT TO CANCEL. You may cancel this transaction at any time prior to midnight of the third business day after the date you sign this agreement. Please see the attachment Notice of Cancellation form for explanation of this right. This agreement shall not be binding on the Company until signed by its authorized representative.~~

Customer Signature: [Signature] Social Security Number: _____ Date: 8-30-17

Customer Signature: _____ Social Security Number: _____ Date: _____

Note: The Customer authorizes the Company to obtain a credit report on the Customer. If the premises is a new purchase by the Customer, the Company will not obtain the Customer's credit report until after the Customer closes on said property.

By: [Signature] Authorized Representative

ELECTRONIC DRAFT AUTHORIZATION FORM

I (We) hereby authorize Interactive Security Systems, Inc. ("Company") to initiate debit or credit entries to my (our) checking account or Credit Card indicated below, and I (we) hereby authorize the depository institution ("Depository") or Credit Card named below to post the same to such account. I (We) hereby authorize Interactive Security Systems, Inc. ("Company") to initiate automatic charges to my (our) checking account or Credit Card indicated below for payments due under the terms of this Agreement. This authority is to remain in full force and effect until Company and Depository or Credit Card have received written notification from me (or either of us) of its termination in such time and in such manner to afford Company and Depository or Credit Card a reasonable opportunity to act on it.

Depository or Credit Card: _____ Credit Card Number (PLEASE ATTACH A VOIDED CHECK FOR BANK DRAFT): _____ Expiration Date: _____ 3 or 4-digit Code: _____

Name on Credit Card (Print): _____ Customer Signature: _____ Date: _____

TERMS AND CONDITIONS

- Security System Installation.** Company agrees to install the specified System on the Premises and to make any necessary inspections and tests to deliver System to Customer in operating condition in accordance with standard installation procedures of Company. If existing security system and/or security equipment is to be incorporated into the installation of the specified System, the Company will test and inspect the existing security system and/or security equipment to determine whether or not the existing security system and/or security equipment meet(s) the quality standards of the Company. If the Company determines that the existing security system and/or security equipment does not meet the quality standards of the Company, the Company will not incorporate the existing security system and/or security equipment into the installation of the specified System. The installation will be completed within a reasonable length of time based on the conditions inherent in the premises and the Company's installation schedule. Company is hereby authorized to make any preparation such as drilling holes, driving nails, making attachments or doing any other thing or things necessary or pertinent to the installation and any repair required to be made by Company under this Agreement of the electrical apparatus and shall not be responsible for any condition created thereby during the installation or any such repair. Customer warrants that he/she/it has full authority from the owner and/or any other person in control of the premises to permit the installation of the apparatus under all conditions herein mentioned.
- Monitoring.** Customer agrees to pay the monthly fee set forth on the face of this Agreement, due in advance. The initial term of this Agreement shall be a period as set forth on the face of this agreement and shall begin on the date monitoring service is activated. If the Premises is a newly constructed home, the initial term of this agreement shall begin no later than thirty (30) days after the Customer closes on the newly constructed home. After the expiration of the initial term, this agreement shall automatically be renewed for additional terms of one (1) month, unless cancelled by written notice at least thirty (30) days prior to the expiration of the then current term by either of the parties to the other. The Company's monitoring services consist of the receipt and analysis of signals from the system installed at the Premises, and notification of the person or agency identified on the Customer's information sheet. Once the Company receives a signal, the Company will try to notify, over the regular telephone lines, the agency(s) and/or person(s) identified on the Customer's information sheet. However, the Company will not notify anyone if it reasonably believes that notification is not required. The Customer agrees to give the Company a completed information sheet and to update it as necessary. The Company is entitled to rely solely on the Customer's information contained on this sheet and shall be under no duty to conduct any investigation into the accuracy of completeness of such information. The Company is not responsible for trying to contact anyone else. The Customer understands that no form of monitoring is error-free. The Customer also understands that the Company is not responsible for any interruption of the service due to any cause beyond the Company's control, whether foreseeable or unforeseeable, such as faulty telephone lines or any damage or destruction to the Company's equipment or facilities. The Company is not required to supply monitoring service to the Customer while such interruption continues. All services may be discontinued by the Company any time charges are unpaid or system is abused. Company reserves the right to employ outside monitoring facilities. Customer acknowledges that this Agreement and particularly those paragraphs relating to disclaimer of warranties, liquidated damages, and indemnification, inure to the benefit of and are applicable to any outside monitoring facilities employed by the Company, as well as Company; and that they bind Customer with respect to the monitoring facility in the same manner and with the same force and effect as they bind Customer to Company. Customer understands that the transmission of signals from the device with which the system is equipped ("Devices") and/or the system may be wired (telephone circuits) and that alternative or additional protection can be installed at Customer's request and expense. Customer understands that the Devices are not infallible. Customer specifically acknowledges that Company does not represent or warrant that the Devices, system or the transmission of signals from the Devices or telephone line service may not be interrupted, circumvented or compromised. THE CUSTOMER UNDERSTANDS THAT IN ORDER FOR THE COMPANY TO PROVIDE MONITORING SERVICES, THE CUSTOMER MUST PROVIDE UNINTERRUPTED WIRED, LAND LINE TELEPHONE SERVICE ON THE PREMISES, OR PAY THE ADDITIONAL EXPENSE OF ALTERNATIVE SIGNAL COMMUNICATION EQUIPMENT & SERVICE PROVIDED BY THE COMPANY.
- Equipment Service/Repair During Initial Year of Agreement.** During the initial year of this Agreement, the Company will provide repair service for all security system equipment purchased from the Company and installed by the Company. All repair service calls will be performed during normal business hours. Customer will be responsible for a service trip fee. The Customer agrees not to let anyone other than the Company's employees or agents repair the System or add anything to the System and acknowledges that doing so will terminate the Company's obligation to repair hereunder. Repair Services hereunder means all labor, materials, and parts necessary to service the System due to defects in the System and ordinary wear and tear. The Company's obligation to provide Repair Services does not cover damage to the System caused by acts beyond the Company's control, whether foreseeable or unforeseeable including power surges, telecommunications or electrical failures, acts of God such as lightning, floods, etc. This service will not cover any damage to material or equipment caused by accident, misuse, or any equipment or wiring related to cable TV, telephone systems or other non-security applications, attempted unauthorized repair service, alteration, replacement, or improper installation by anyone other than Company. ANY SERVICE PROVIDED FOR ADDITIONAL EQUIPMENT ADDED TO OR REMOVED FROM THE SYSTEM, DAMAGE TO MATERIAL OR EQUIPMENT CAUSED BY ACTS BEYOND THE COMPANY'S CONTROL, WHETHER FORESEEABLE OR UNFORESEEABLE, OR ANY SERVICE PROVIDED AS A RESULT OF ANY DAMAGE TO MATERIAL OR EQUIPMENT CAUSED BY ACCIDENT, MISUSE, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, ALTERATION, REPLACEMENT, OR IMPROPER INSTALLATION BY ANYONE OTHER THAN COMPANY, IS SUBJECT TO A SERVICE TRIP FEE AND ALL APPLICABLE SERVICE CHARGES INCLUDING LABOR CHARGES, MATERIALS CHARGES, AND PARTS CHARGES. Customer acknowledges: that any affirmation of fact or promise made by Company shall not be deemed to create an express warranty, that Company does not make any representation or warranty, including any implied warranty of merchantability or fitness, that Company does not represent or warrant that the system or service supplied may not be compromised, or the system or services will in all cases provide the signaling, monitoring and response for which it is intended; that Customer is not relying on Company's skill or judgment in selection or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face or reverse of this Agreement.
- Equipment Service/Repair After Initial Year of Agreement.** After the initial year of this Agreement, all service for security system equipment will be billable to the Customer and is subject to a service trip fee and all applicable service charges including labor charges, materials charges, and parts charges. All service calls will be performed during normal business hours.
- Limitation of the Company's Liability.** IF THE COMPANY IS FOUND LIABLE FOR ANY LOSS OR DAMAGE, IRRESPECTIVE OF CAUSE, FOR THE FAILURE TO PERFORM ITS OBLIGATIONS IN THIS AGREEMENT, INCLUDING INSTALLING, MONITORING OR REPAIRING THE SYSTEM, IN ANY RESPECT AT ALL, THE COMPANY'S MAXIMUM LIABILITY WILL BE \$500.00, AND THIS LIMITATION OF LIABILITY SHALL SURVIVE THIS AGREEMENT. COMPANY ASSUMES NO RESPONSIBILITY FOR ANY LOSSES IN EXCESS OF THIS AMOUNT. THE COMPANY SHALL HAVE NO LIABILITY FOR ANY OTHER LOSS OR DAMAGE WHICH MAY OCCUR PRIOR TO, AT, OR AFTER THIS AGREEMENT. THIS INCLUDES LIABILITY PREMISED ON CONTRACT, TORT, NEGLIGENCE, WARRANTY (INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ANY OTHER THEORY OF LIABILITY. THIS EXCLUSION 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 COVERED BY THIS EXCLUSION ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE. *only to the extent permitted by Tennessee law. Jt 8-16-17*
- Insurance.** The Customer understands that THE COMPANY IS NOT AN INSURER. The Customer is responsible for obtaining all insurance the Customer thinks is necessary, including coverage for personal injury and property damage. The payments the Customer makes under this Agreement are not related to the value of the Premises or the Customer's possessions, but rather are based on the cost of the Company's services. The Customer releases the Company from any liability for any event or condition covered by the Customer's insurance. The Customer understands that the System is designed to reduce, but not eliminate, certain risks. The Company does not guaranty that the System will prevent personal injury, carbon monoxide poisoning, unauthorized entrances, or fire and smoke damage to the Premises. The Company assumes no liability for losses attributed to such hazards. *only to the extent permitted by Tennessee law. Jt 8-16-17*
- Disclaimer of Warranties.** THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER IMPLIED WARRANTIES ARISING THROUGH TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE.
- Customer's Indemnification of Company.** This Agreement is intended only for the Customer's benefit. The Customer agrees to defend, hold harmless, and release the Company and the Company's related parties from liability against all third party claims or losses (including reasonable attorney's fees) brought against the Company which relate to the System or the services the Company provides. The Company's related parties include the Company's employees, agents and subcontractors, and this provision includes any claims brought against the Company by the Customer's insurance company. This provision shall apply to any and all claims arising under contract, warranty, negligence, or any other theory of liability. The Customer's duty to indemnify the Company, however, does not apply to claims based on injuries to the third parties or to their property that occurred while the Company's employees were on the Premises and which were caused solely and directly by those employees. In case of any third party claim or loss covered by the Customer's insurance, the Customer agrees to not look to the Company or the Company's related parties for reimbursement. The Customer waives any rights that the Customer's insurance carrier or others claiming through the Customer may have against the Company or the Company's related parties. *only to the extent permitted by Tennessee law. Jt 8-16-17*
- Customer's Representations.** The Customer has the authority to sign this Agreement and doing so will not violate any other agreement. The Customer is not aware of any hazardous conditions on the Premises. The Customer agrees to use its best efforts to prevent false alarms and assume responsibility for them. If the Company notifies the Customer of a malfunction, the Customer will disconnect the System until the Company can repair it.
- Customer Default.** If the Customer fails to perform its obligations, the Company will give the Customer written notice of default. ~~If the Customer does not remedy the default within 30 days, the Company can terminate this Agreement solely at its option. If the Company terminates this Agreement, the Customer must pay the Company (a) an amount then due and (b) 30% of the amount due to the Company for the remainder of this Agreement, less any amount then due to the Customer. The Company will not be bound by any terms, conditions, printed or otherwise, on any invoice, bill, statement, or other document if the Agreement is terminated. The Company does not have to provide any service, including monitoring, after that date. In addition, the Company can peacefully enter the Premises and remove its equipment. If the Company waives any default by the Customer that does not mean the Company waives later defaults. Any waiver by the Company must be in writing.~~ *Jt 8-16-17*
- System Charges.** The Customer agrees to obtain all permits, licenses and pay all taxes, fines and other assessments, including sales taxes. The Company's fees are based upon existing taxes and charges, and the Company can increase the Company's fees to reflect changes in these taxes or charges. After the initial term of this Agreement, the Company can increase the Company's fees by an aggregate annual amount of 5% or the aggregate annual percentage increase in the Consumer Price Index, whichever is higher, in addition to any increase due to taxes or charges. ~~If the Customer is to pay the Company's reasonable collection costs, including attorney's fees, to a reasonable extent fee if the Company has already determined the System.~~ *Jt 8-16-17*
- Transfers.** The Customer cannot transfer this Agreement without the Company's consent. However, the Company can transfer this Agreement or subcontract its obligations without the Customer's consent. If the Company does so, anyone to whom the Company transfers or subcontracts its obligations will have all of the Company's rights hereunder. The Company is not responsible for any work, including monitoring, which is done by any third party.
- Notice/Place of Suit/July Term.** Unless otherwise indicated, all notices must be in writing. The Customer or the Company may terminate any portion of this Agreement by notifying the other party at least 30 days prior to the end of the then-current term. The provisions of this Agreement which apply to any claim shall remain in effect even after this Agreement ends. This agreement shall be construed in accordance with and controlled by the laws of the State of Tennessee. Customer agrees that United States Federal District Court for the Middle District of Tennessee and the courts of the State of Tennessee, County of ~~Williamson~~ shall have exclusive jurisdiction, personal or otherwise, to determine all disputes surrounding this agreement. Furthermore, Customer irrevocably waives their right to a trial by jury. *Williamson Jt 8-16-17*
- Miscellaneous.** This Agreement contains the entire understanding between the Customer and the Company with respect to the monitoring and/or repairing of the System and replaces any other documents or discussions the Company previously had with the Customer. This Agreement is not binding on the Company until the Company or its authorized agent signs it or begins service. If the Company does not approve this Agreement, the Company's only obligation is to refund any payments the Customer has made. Any equipment or services the Company provides to the Customer in the future are subject to the terms of this Agreement, as so amended. This Agreement cannot be changed except in writing that both the Customer and the Company sign. If any provision of this Agreement is found to be invalid, the remaining provisions are still effective. The word "including" means "including without limitation." Except for monitoring, the Company will only do work during the Company's normal business hours of 9:00 a.m. to 5:00 p.m. on weekdays, excluding Holidays Company observes. All schedules and attachments are a part of this Agreement.
- Credit Report.** The Customer authorizes the Company to obtain a credit report on the Customer. If the premises is a new purchase by the Customer, the Company will not obtain the Customer's credit report until after the Customer closes on said property.
- Printed Agreement.** None of this Agreement or its terms or conditions may be altered without the express written approval of an officer of the Company. This Agreement constitutes the entire contract between the parties and no representation by a salesperson, agent, or employee of the Company shall survive the signing of this contract.
- Testing.** It is the responsibility of the Customer to test the System for proper operation periodically, but not less than monthly.
- Retention of Title and Right of Access.** The System shall remain the personal property of Company until fully paid for in cash by Customer and Customer agrees to perform all acts which may be necessary to assure the retention of title to the system by Company. Should Customer default in any payment for the System, then Customer authorizes and empowers Company to remove the System or part from the Premises. Such removal, if made by Company, shall not be deemed a waiver of Company's right to damages the Company sustains as a result of Customer's default and Company shall have the right to enforce any other legal remedy or right. Furthermore, Company shall be in no way obligated to restore the Premises to its original condition, or reconstitute same upon delivery to the Premises of such system or part.

Customer Initials _____