



8227 Northwest Blvd #270  
Indianapolis, IN 46278  
(317) 925-8915

209 North 5<sup>th</sup> Street  
Lafayette, IN 47901  
(765) 423-2610

810 N Fruitridge Ave  
Terre Haute, IN 47803  
(812) 478-0158

STANDARD ALARM AGREEMENT

Date: 04/08/2022

Subscriber's Name: Tippecanoe County Commissioners (Election 1st Floor Storage) Telephone No.: (765) 404-9556

Address: 20 North 3rd Street, Lafayette, IN 47901

1. MULHAUPTS INCORPORATED (hereinafter referred to as "MULHAUPTS" or "ALARM COMPANY") agrees to sell, install, and program at Subscriber's premises, and Subscriber agrees to buy, an electronic security and or fire alarm system, consisting of the following equipment: (See Attached Schedule of Equipment and Services.)

Purchase Price: \$ 1,311.00  
Taxes: \$ \_\_\_\_\_  
Total: \$ 1,311.00  
Down Payment: \$ \_\_\_\_\_ Balance due upon completion of installation: \$ 1,311.00

Approximate date work to begin: \_\_\_\_\_ Estimated date work to be substantially completed: \_\_\_\_\_

2. DESCRIPTION OF SERVICES:

Check services provided:

- Monitoring  Service  Inspection  Remote Subscriber Access/Cameras  Alarm Signal Verification
- Other: (See Attached Schedule of Equipment and Services.)

3. CHECK BOX FOR APPROPRIATE SERVICES:

SERVICES AND CHARGES: Only services selected are included:

(a) CENTRAL STATION MONITORING: Subscriber agrees to pay MULHAUPTS:

(i) The sum of \$ \_\_\_\_\_, for the installation and programming of the software and communication devices if separate from the alarm panel if not already installed.

(ii) The sum of \$ 35.00 *SAA* plus tax, per month, payable quarterly in advance for the monitoring of the Security System for the term of this agreement commencing on the first day of the month next succeeding the date hereof, and continuing thereafter on the first day of the month for each successive payment period.

- Telephone  Cellular/Radio  High Speed Internet Monitoring  Intrusion  Panic Alarm  Fire
- Other: (See attached Schedule of Equipment and Services.)

(b) REMOTE SUBSCRIBER ACCESS / VIDEO STREAMING DATA [VSD] / CLOSED CIRCUIT TV [CCTV] / Centrally Managed Access Control (CMAC): Subscriber agrees to pay MULHAUPTS the sum of \$ \_\_\_\_\_ plus tax, per month, payable quarterly in advance for the term of this agreement commencing on the first day of the month next succeeding the date hereof, and continuing thereafter on the first day of the month for each successive payment period. Select remote access / video services to be provided:

- Local DVR  Central Station Remote Video Monitoring for Streaming Video Data
- Video Clips Monitored Upon Alarm Activation Only  Verification video clip  Data Storage and Retrieval
- Remote Access By Subscriber  Centrally Managed Access Control  Other (describe):

(c) ALARM SIGNAL VERIFICATION: Subscriber agrees to pay MULHAUPTS the sum of \$ \_\_\_\_\_ plus tax, per month, payable quarterly in advance for the term of this agreement commencing on the first day of the month next succeeding the date hereof, and continuing thereafter on the first day of the month for each successive payment period. If Subscriber selects Alarm Signal Verification as a service to be provided, or if Alarm Signal Verification is required by law, MULHAUPTS or its designated central office shall verify the alarm signal by electronic telephone communication, video verification or such other verification system deemed appropriate by MULHAUPTS or as required by local law and only verified alarm conditions shall be communicated to police or fire department.

(d) SERVICE (Select either i or ii)

(i) Subscriber agrees to pay MULHAUPTS on a per call basis. If this agreement provides for service on a per call basis Subscriber agrees to pay MULHAUPTS for all parts and labor at time of service. Subscriber is not obligated to call MULHAUPTS for per call service and MULHAUPTS is under no duty to provide service except its warranty service during warranty period described in Section 10. Service by anyone other than MULHAUPTS during warranty period relieves MULHAUPTS of any further obligations under the Limited Warranty described in Section 10.

(ii) Subscriber agrees to pay MULHAUPTS for service of the security equipment the sum of \$ \_\_\_\_\_ plus tax, per month, payable quarterly in advance for the term of this agreement, commencing on the first day of the month next succeeding the date hereof, and continuing thereafter on the first day of the month for each successive payment period.

(e) INSPECTION: Subscriber agrees to pay MULHAUPTS \$ \_\_\_\_\_ plus tax, per month for inspection services, payable quarterly in advance for the term of this agreement commencing on the first day of the month next succeeding the date hereof, and continuing thereafter on the first day of the month for each successive payment period. If this option is selected MULHAUPTS will make an annual inspection of the security system. Unless otherwise noted in the Schedule of Equipment and Services, inspection service includes testing of all components to insure proper working order. If UL Certified the inspection will comply with UL Requirements. MULHAUPTS will notify Subscriber 30 days in advance of inspection date, and it is Subscriber's responsibility to reschedule or permit access. Only one scheduled inspection is included. Testing at inspection insures only that components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Any of the inspected items may experience failure at any time; therefore, MULHAUPTS is not responsible for future failures. Inspection does not include repair.

**4. PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF MULHAUPTS.** Provided Subscriber performs this agreement for the full term thereof, upon termination MULHAUPTS shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code. Software programmed by MULHAUPTS is the intellectual property of MULHAUPTS and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. The Equipment shall remain personal property and shall not be considered a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by MULHAUPTS.

**5. TERM OF AGREEMENT: RENEWAL:** The term of this agreement shall be for a period of three years and shall automatically renew thereafter for additional three year terms under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the agreement at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof MULHAUPTS shall be permitted from time to time to increase all charges by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase.

**6. CENTRAL OFFICE MONITORING:** Upon receipt of a signal from Subscriber's alarm system, MULHAUPTS or its designee central office shall make every reasonable effort to notify Subscriber and/or the appropriate municipal police or fire department depending upon the type of signal received. Not all signals will require notification to the authorities and Subscriber may obtain a written response policy from MULHAUPTS. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of MULHAUPTS or MULHAUPTS' designee central office and MULHAUPTS does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication pass through communication networks wholly beyond the control of MULHAUPTS and are not maintained by MULHAUPTS except MULHAUPTS may own the radio network, and MULHAUPTS shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish MULHAUPTS with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List MULHAUPTS will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with MULHAUPTS' notification obligation. All changes and revisions shall be supplied to MULHAUPTS in writing. Subscriber authorizes MULHAUPTS to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting central office to monitor video or sound then upon receipt of an alarm signal central office shall monitor video or sound for so long as central office in its sole discretion deems appropriate to confirm an alarm condition. If Subscriber requests MULHAUPTS to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay MULHAUPTS a remote programming fee for each such service. MULHAUPTS may, without prior notice or liability, suspend or terminate its services, in central office's sole discretion, in event of Subscriber's default in performance of this agreement or in event central office facility or communication network is nonoperational, or transmission equipment, connecting wires or equipment is destroyed by fire, other disaster, or damaged to such an extent that it is impractical to continue service, or Subscriber's alarm system is sending excessive false alarms. Central office is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property.

**7. SERVICE:** Service pursuant to paragraph 3(d)(ii) includes all parts and labor, and MULHAUPTS shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration to the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, as determined in MULHAUPTS' discretion, shall be made at the cost of the Subscriber, and Subscriber agrees to pay such amounts within 15 days of the invoice date. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense. No apparatus or device shall be attached to or connect with the security system as originally installed without MULHAUPTS' written consent.

**8. REMOTE SERVICES ACCESS:** If Remote Access and or Remote Viewing is included in the Schedule Of Equipment and Services to be installed and services provided by MULHAUPTS, the equipment will transmit data via Subscriber's high speed Internet, cellular or radio communication service to Subscriber's Internet connection device which is compatible with MULHAUPTS' remote services. MULHAUPTS will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed. The remote services server is provided either by MULHAUPTS or a third party. MULHAUPTS shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. MULHAUPTS shall have no responsibility for failure of data transmission, corruption or unauthorized access and shall not monitor or view the camera data.

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

### LIMITED WARRANTY ON SALE

**10.** In the event that any part of the equipment sold hereunder becomes defective, or in the event that any repairs are required to such equipment, MULHAUPTS agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of one (1) year from the date of initial installation. MULHAUPTS, in its sole discretion, reserves the option to either replace or repair the Equipment, and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. This warranty does not include or cover batteries, electrical surges, lightning damage, acts of God, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life. The warranty does not cover any damage to material or equipment caused by accident, tampering, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than MULHAUPTS. MULHAUPTS is not the manufacturer of the equipment and other than MULHAUPTS' limited warranty, Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, MULHAUPTS makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. MULHAUPTS DOES NOT REPRESENT NOR WARRANT THAT THE EQUIPMENT MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT THE EQUIPMENT WILL PREVENT ANY LOSS BY BURGLARY, HOLD-UP, FIRE OR OTHERWISE; OR THAT THE EQUIPMENT WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED. MULHAUPTS EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Subscriber acknowledges that any affirmation of fact or promise made by MULHAUPTS shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on MULHAUPTS' skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that MULHAUPTS has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. SUBSCRIBER'S EXCLUSIVE REMEDY FOR MULHAUPTS' BREACH OF THIS AGREEMENT OR NEGLIGENCE OR OTHERWISE IN ANY WAY RELATED TO THIS AGREEMENT IS TO, DURING THE WARRANTY PERIOD, REQUIRE MULHAUPTS TO REPAIR OR REPLACE, AT MULHAUPTS' OPTION, ANY EQUIPMENT WHICH IS NON-OPERATIONAL IN ACCORDANCE WITH THE TERMS OF THIS WARRANTY SECTION. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

### GENERAL PROVISIONS

**11. FIRE ALARMS:** Unless the Schedule of Equipment and Services provides for a fire alarm system to code, MULHAUPTS makes no representation that the fire alarm equipment meets local code requirements or constitutes a fire alarm system as that term is defined by the Authority Having Jurisdiction [AHJ] over fire alarm systems in Subscriber's premises. If a fire alarm system to code is specified in the Schedule of Equipment and Services then MULHAUPTS will install fire alarm equipment pursuant to AHJ requirements. Subscriber agrees that any equipment required by the AHJ not specified in the Schedule of Equipment and Services shall be an extra to this agreement to be paid for by Subscriber at time said additional equipment is requested.

**12. DELAY IN INSTALLATION:** MULHAUPTS shall not be liable for any damage or loss sustained by Subscriber as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including MULHAUPTS' negligence in the performance of this agreement. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence.

**13. TESTING OF SECURITY SYSTEM:** Security System, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the Security System and to notify MULHAUPTS if it is in need of repair. Service if provided is pursuant to paragraph 3.

**14. CARE AND SERVICE OF SECURITY SYSTEM:** Subscriber agrees not to tamper with, remove or otherwise interfere with the equipment and Security System which shall remain in the same location as installed. All repairs, replacement or alteration to the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Neither Subscriber nor any other person or entity shall alter or repair the equipment without the prior written consent of MULHAUPTS. Any unauthorized alterations or repairs shall void all obligations of MULHAUPTS hereunder but shall not alter the obligation of Subscriber to pay all charges under this agreement. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in warranty or service under paragraph 3 (d) (ii) and will be repaired or replaced at Subscriber's expense. No apparatus or device shall be attached to or connect with the security system as originally installed without MULHAUPTS' written consent.

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

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

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

**18. EXCULPATORY CLAUSE AND LIMITATION OF MULHAUPTS' LIABILITY:** MULHAUPTS and Subscriber agree that MULHAUPTS is not an insurer and no insurance coverage is offered herein. The security equipment and MULHAUPTS services are designed to reduce certain risks of loss, though MULHAUPTS does not guarantee or warrant that no loss will occur. MULHAUPTS is not assuming liability, and, therefore, shall not be liable to Subscriber for any loss, data corruption or inability to retrieve data, personal injury, property damage, or any other damages sustained by Subscriber as a result of intrusion, burglary, theft, hold-up, fire, equipment failure other than as specified in the Limited Warranty in Section 10, smoke, acts of God, failure of inspected items, failure or defects in phone lines, internet or other connecting circuits, busy phone lines, or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by MULHAUPTS' negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this contract or any other legal duty. **SUBSCRIBER AGREES THAT IN NO EVENT SHALL MULHAUPTS BE LIABLE, WHETHER BASED ON CONTRACT, TORT, UNDER ANY WARRANTY OR OTHERWISE, RELATING TO OR ARISING OUT THIS AGREEMENT OR MULHAUPTS' PRODUCTS OR SERVICES, FOR ANY SPECIAL, INCIDENTAL, DIRECT, INDIRECT, CONSEQUENTIAL, PENAL OR PUNITIVE DAMAGES, LOSS OR INJURY, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF OPPORTUNITY, OR LOSSES OR COSTS BASED ON THIRD PARTY CONTRACTS.** In the event of any loss or injury to any person or property, Subscriber agrees to look exclusively to Subscriber's insurer to recover damages. Subscriber releases MULHAUPTS from any claims for contribution, indemnity or subrogation.

Notwithstanding the foregoing, if MULHAUPTS should nevertheless be found liable under this Agreement as a result of MULHAUPTS' negligent performance to any degree or negligent failure to perform any of MULHAUPTS' obligations pursuant to this agreement or any other legal duty, equipment failure, strict products liability, or under any other theory, it would be impractical and extremely difficult to anticipate or fix actual damages and that MULHAUPTS' liability shall be limited to the sum of \$250.00 or 5% of the sales price listed in Section 1 or 6 times the aggregate of monthly payments for services being provided in Section 3 at time of loss, whichever is greater, as liquidated damages in complete satisfaction of such liability and MULHAUPTS is released and discharged from any further liability. If Subscriber wishes to increase MULHAUPTS' amount of limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental agreement, obtain a higher limit by paying an annual payment consonant with MULHAUPTS' increased liability. This shall not be construed as insurance coverage. Subscriber acknowledges that this limitation on MULHAUPTS' liability is based on the following factors: (a) our charges are calculated based on our limited liability, as described herein, and are not related to the value of your property or the property of others located on your premises, (b) the extent of the damage which may result from the occurrence which the system is designed to monitor is uncertain, (c) you are aware of the possibility of human error or failure by our employees, (d) the response times of the police and fire department, if dispatched, are uncertain, (e) you understand that it is not possible to determine with any degree of certainty what portion, if any, of any loss was directly caused by any action or inaction on our part, and (f) the nature of the service to be performed by MULHAUPTS.

**19. INSURANCE:** The Subscriber shall maintain a policy of public liability, property damage, burglary and theft insurance under which MULHAUPTS is named as additional insured. MULHAUPTS shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Subscriber from insurance covering such loss or damage or for such loss or damage against which the Subscriber is indemnified or insured. In the event of any loss or injury to any person or property, Subscriber agrees to look exclusively to Subscriber's insurer to recover damages. Subscriber shall obtain insurance to cover any loss the security services are intended to detect to one hundred percent of the insurable value, and Subscriber and all those claiming rights under Subscriber waive all rights against MULHAUPTS and its subcontractors for loss or damages for any cause whatsoever, including but not limited to those caused by burglary, theft, water, smoke, fire or other perils intended to be detected by the security services or covered by insurance to be obtained by Subscriber, except such rights as they may have to the proceeds of insurance.

**20. SUBSCRIBER'S BREACH AND LIQUIDATED DAMAGES:** The parties agree that due to the nature of the services to be provided by MULHAUPTS, the payments to be made by the Subscriber for the term of the services part of this agreement form an integral part of MULHAUPTS' anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix MULHAUPTS' actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to MULHAUPTS, the balance of all payments for the entire term herein shall immediately become due and payable, and Subscriber shall be liable for 80% thereof as liquidated damages and MULHAUPTS shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to remotely re-program or delete any programming without relieving Subscriber of any obligation herein, as well as seek any other remedies at law or in equity.

**21. INDEMNITY/WAIVER OF SUBROGATION RIGHTS/ASSIGNMENTS:** Subscriber agrees to indemnify, defend, and hold harmless MULHAUPTS, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or by Subscriber, including reasonable attorneys' fees and losses, including but not limited to for personal injury, property damage, or otherwise, asserted against and alleged to be caused by MULHAUPTS' performance, negligence or failure to perform any obligation under this agreement, improper operation of the equipment or failure of the services, or otherwise in any way related to this Agreement or your premises. The parties agree that there are no third party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against MULHAUPTS or MULHAUPTS' subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of MULHAUPTS. MULHAUPTS shall have the right to assign this agreement and shall be relieved of any obligations herein upon such assignment.

**22. LEGAL ACTION:** Service of process or papers in any legal proceeding between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address in this agreement or another address provided by the party in writing to the party making service. Subscriber submits to the jurisdiction and laws of Indiana and agrees that any litigation between the parties must be commenced and maintained in the county where MULHAUPTS' principal place of business is located. The parties waive trial by jury in any action between them unless prohibited by law. Any action by Subscriber against MULHAUPTS must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against MULHAUPTS must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against MULHAUPTS in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement. Subscriber shall pay MULHAUPTS' attorney's fees and costs in the event MULHAUPTS pursues any legal remedy to enforce this Agreement, retains legal counsel to protect any of its rights under this Agreement, or is required to defend any action or litigation arising from this Agreement. In any action commenced by MULHAUPTS against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. The parties agree that they may bring claims against the other only in their individual or entity capacity as applicable, and not as a class action plaintiff or class action member in any purported class or representative proceeding.

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

MULHAUPTS shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges, that this agreement, and particularly those paragraphs relating to MULHAUPTS' disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and third party indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and central offices of MULHAUPTS.

**24. NON-SOLICITATION:** Subscriber acknowledges that MULHAUPTS has invested significant time and resources in training its employees. Further, given the business relationship between the parties, as a condition to MULHAUPTS entering into this agreement, during the Restricted Period, Subscriber agrees that it will not, solicit for employment for itself or any other entity, in a Restricted Capacity any MULHAUPTS employee assigned by MULHAUPTS to perform any service under this agreement for Subscriber. Restricted Capacity means the same or similar capacity, function or skill which the employee performed at MULHAUPTS. Restricted Period means during the term of this agreement and for one year after MULHAUPTS is no longer providing services to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, MULHAUPTS shall recover from Subscriber an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with MULHAUPTS, times twelve, together with MULHAUPTS' counsel and expert witness fees.

**25. FALSE ALARMS/PERMIT FEES:** Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse MULHAUPTS for any fines relating to permits or false alarms. If required by law, MULHAUPTS will procure all permits required by local law and will provide certificate of workman's compensation prior to starting work. MULHAUPTS shall have no liability for permit fees, false alarms, false alarm fines, police or fire response, any damage to personal or real property or personal injury caused by police or fire department response to alarm, whether false alarm or otherwise, or the refusal of the police or fire department to respond. In the event of termination of police or fire response by the municipal police or fire department this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should MULHAUPTS be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay MULHAUPTS for such service or material.

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

**27. FULL AGREEMENT/SEVERABILITY:** This agreement along with the Schedule of Equipment and Services, Additional Equipment, Systems and Service Disclaimer Notice, Notice of Cancellation (if applicable), and any Supplemental Agreement executed by the parties constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties, except MULHAUPTS' requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. Should any provision of this agreement be deemed void, the remaining parts shall not be affected. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein or therein.

**28. MISCELLANEOUS.** This agreement may be executed in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. Scanned images of signatures and other electronic signatures will be considered equivalent to original signatures. Each signatory below represents that he or she is authorized to sign this Agreement.

**SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS 4 PAGE AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION.**

**MULHAUPTS INCORPORATED:**

**NOTICE OF CANCELLATION  
(for residential customers only)**

By: \_\_\_\_\_

Sean P. Ayers

Print Name

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

**SUBSCRIBER:**

Subscriber/Buyer: Signature

Print Name and Title (if signing on behalf of an entity)

Address

I authorize MULHAUPTS to have my credit card automatically charged for all charges under this agreement.

Subscriber's: Signature

Subscriber's Email Address:

Credit Card #: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Security Code: \_\_\_\_\_

Mastercard  Visa  American Express

Cardholder's Name (As it appears on credit card)

Billing Address: \_\_\_\_\_



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(765) 423-2610

810 N Fruitridge Ave  
Terre Haute, IN 47803  
(812) 478-0158

**SCHEDULE OF EQUIPMENT AND SERVICES**

Describe Equipment (Model #):

- 1 - PROA7PLUS PANEL
- 1 - PROLTE-V-LTE-GM COMMUNICATOR
- 3 - PROSIXCT CONTACT
- 1 - PROSIXPIR MOTION SENSOR
- 1 - 3" OHD TRACK MOUNT CONTACT

Describe Services:

INSTALL MATERIALS LISTED AND PROVIDE MONITORING

**MULHAUPTS INCORPORATED:**

**SUBSCRIBER:**

By: \_\_\_\_\_

\_\_\_\_\_  
Signature (Name must be printed below)

**Sean P. Ayers**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**MULHAUPTS INCORPORATED**

**8227 Northwest Blvd #270  
Indianapolis, IN 46278  
(317) 925-8915**

**209 North 5<sup>th</sup> Street  
Lafayette, IN 47901  
(765) 423-2610**

**810 N Fruitridge Ave  
Terre Haute, IN 47803  
(812) 478-0158**

**ADDITIONAL EQUIPMENT, SYSTEMS AND SERVICE DISCLAIMER NOTICE**

The undersigned acknowledges that a representative of MULHAUPTS INCORPORATED (hereinafter referred to as "MULHAUPTS" or "Alarm Company") has explained additional equipment, systems and protection that may be available from MULHAUPTS, for additional charges, and the undersigned has had sufficient opportunity to consider the additional services that may be available, and has decided not to request or contract for all such additional equipment, systems or protection. The additional equipment, systems and protection discussed included:

- hard wire systems
- wireless systems
- additional contacts
- motion detectors
- audio surveillance
- video surveillance
- guard response
- stationary guards
- UL, ETL or other nationally recognized testing lab approved installation
- UL, ETL or other nationally recognized testing lab approved monitoring
- sprinkler alarm
- electrical surge protection
- data storage and retrieval
- access control
- fire, smoke, carbon monoxide, water, heat, temperature
- roof, attic walls, exterior
- independent secondary systems
- CCTV monitoring
- cellular backup
- radio backup
- dedicated telephone line communication

The undersigned acknowledges that:

- Not all of the above services are available or offered by MULHAUPTS but the services and equipment were brought to the undersigned's attention and the undersigned declined such services or the opportunity to obtain the services from other security companies.
- That MULHAUPTS explained the difference between VOIP and standard telephone line service and that MULHAUPTS recommends use of standard telephone line service and communication since VOIP [voice over internet service] may be less reliable and not compatible with the alarm system. The undersigned acknowledges that if VOIP is used it is at the undersigned's sole risk.
- That MULHAUPTS is not responsible for the security or privacy of any wireless network system or router and that wireless systems can be accessed by others and it is the Subscriber's responsibility to secure access to the system with pass codes and lock outs.
- That MULHAUPTS has advised undersigned of any permits required for the alarm system and monitoring, and undersigned acknowledges that it is undersigned's responsibility to obtain and maintain all required permits and pay any false alarm or other fines related to the alarm systems or service, and
- That smoke detectors and other battery-operated devices must be checked monthly and batteries replaced at least annually and that the undersigned is responsible to check and replace batteries.

If MULHAUPTS is taking over this system installed by anyone other than MULHAUPTS the following deficiencies were noted at the time of the takeover, and

- Subscriber declines to authorize repairs and assumes all risk for these deficiencies.
- Subscriber authorizes and agrees to pay for repairs which shall be detailed in the Sales or Service Agreement.

DEFICIENCIES (continue on additional page, if needed):

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ADDITIONAL COMMENTS: \_\_\_\_\_

Date: 04/08/2022

\_\_\_\_\_  
Subscriber's Signature

\_\_\_\_\_  
Subscriber Print Name

**TIPPECANOE COUNTY, INDIANA  
ADDITIONAL TERMS AND CONDITIONS**

The attached and foregoing Standard Alarm Agreement (Agreement) between Mulhaupt's, Inc. (Contractor) and Tippecanoe County (County) is hereby amended to incorporate by reference the following terms and conditions. Any provisions in the Agreement which may be inconsistent with the following provisions shall be ineffective to the extent of any such inconsistency.

**Funding for a Multi-year Agreement** - In the event that the County is not able to obtain funding, after affirmatively requesting such funding, for the provision of the goods and or services to be provided in accordance with this Agreement, County may terminate this Agreement on thirty (30) days written notice to *Contractor*. In such event, County agrees that it shall reimburse *Contractor* for all expenses incurred under this Agreement before written notice of termination is received. Such charges, however, shall not exceed the total purchase price under this Agreement. *Contractor* and County understand that the funding for a multi-year agreement is done on a year-to-year basis, and this provision applies annually.

**Non-Discrimination** - Pursuant to IC 22-9-1-10, *Contractor* and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of the covenant may be regarded as a material breach of this Agreement.

**Governing Law; Exclusive Jurisdiction; Exclusive Venue** - This Agreement is entered into in Indiana and all matters arising under or related to this Agreement shall be governed by and construed in accordance with the substantive law (and not the law of conflicts) of the State of Indiana. Courts of competent authority located in Tippecanoe County, Indiana shall have sole and exclusive jurisdiction of any action arising out of or in connection with the Agreement, and such courts shall be the sole and exclusive venue for any such action.

**Limitation of Liability** - The limitation of liability provision of the Agreement shall not pertain to intentional acts of the Parties or their agents which cause personal injury or property damage outside the scope of the Agreement.

**Force Majeure** - In the event that any party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster, actions or decrees of governmental bodies or communication line failure not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to other parties and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of such notice of the Force Majeure Event, the party whose ability to perform has not been so affected may be given written notice to terminate this Agreement.

**E-Verify Employment Eligibility Verification** - Contractor is enrolled in or shall enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program operated by the United States Department of Homeland Security. If the E-Verify program ceases to exist, the Contractor will not be required to verify the work eligibility status of newly hired employees through the E-Verify program. Contractor hereby certifies that it does not knowingly employ an unauthorized alien.

**Automatic Renewal** - The contract will not automatically renew after its three year term. If Contractor continues to provide service after expiration of the initial term, such service shall be on a month-to-month basis unless a longer extension is agreed to by the parties.

**Additional Insured** - County will not add Contractor as an additional insured.

**Tax Exempt Entity** - County is a tax exempt entity and will not, therefore, be charged tax for the services or equipment provided herein.

ACCEPTED:

TIPPECANOE COUNTY  
20 N. 3rd St.  
Lafayette, IN 47901

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ACCEPTED:

MULHAUPT'S INC.  
209 N. 5<sup>th</sup> Street  
Lafayette, IN 47901

By: Sean P. Ayer

Title: Sales

Date: 4-14-22