



# STATE ALARM SYSTEMS INC

Corporate Offices: 5956 Market St. • Youngstown, OH 44512  
Cleveland and Wintersville, OH • Coral Springs, Orlando, New Port Richey and North Port, FL  
1-888-726-8111 • 1-800-321-7400 • 330-726-8104  
Customer Service Central Station Fax

## PURCHASE AGREEMENT

THIS AGREEMENT is made this 12<sup>th</sup> day of OCT, 2007 between State Alarm Systems, Inc. hereinafter referred to as "State Alarm" and

ST. MARK'S LUTHERAN SCHOOL  
4464 PEARL RD. CLEVELAND OHIO 44109  
(Street Address) (City) (State) (Zip)

hereinafter referred to as "Subscriber".

1) State Alarm or the installing Company shall install, without liability and not as insurer, an alarm signaling System, hereinafter sometimes referred to as the "System" as described in the Schedule of Equipment, at the premises of Subscriber located at:

SAME

2) State Alarm shall provide to Subscriber, without liability and not as an insurer, the service or services described in Schedule of Services.  
3) TERM, PAYMENT, AND CONSUMER REPORT: Subscriber agrees to pay the Installation Company, its agents or assigns, the sum of:

CONTRACT INSTALLATION AMOUNT:	\$ <u>SIX THOUSAND SEVEN HUNDRED FORTY-SIX</u>	(\$ <u>6746.00</u> )
DEPOSIT:	\$ <u>THREE THOUSAND THREE HUNDRED SEVENTY-THREE</u>	(\$ <u>3373.00</u> )
BALANCE DUE WHEN IN SERVICE:	\$ <u>THREE THOUSAND THREE HUNDRED SEVENTY-THREE</u>	(\$ <u>3373.00</u> )

In addition, for service(s) described in the Schedule of Services, Subscriber agrees to pay STATE ALARM: \$ TWO HUNDRED SEVENTY-THREE (\$ 273.00) payable QUARTERLY in advance on the first day of each payment period for a period of 60 months from the date such installation is completed. SALES TAX WILL BE APPLIED ACCORDINGLY. This contract shall be renewed in accordance with the provisions in Paragraph 9. You authorize us to obtain a NON-INVESTIGATIVE CONSUMER REPORT about you from a consumer reporting agency at any time during the term.

4) WARRANTY: State Alarm does not represent or warrant that the System may not be comprised or circumvented; that the System will never fail to function; that the System will prevent any loss or injury by burglary, hold-up, fire or otherwise, or that the System will always provide the detection for which it is intended. The schedule of services, and schedule of equipment as mutually agreed upon, is not to be construed as "complete" burglary or fire detection System unless specified as such in special conditions. State Alarm makes no express or implied warranties as to any matter whatsoever. Subscriber agrees that any oral representations or promises made by any representative of State Alarm, which representations or promises are not expressly contained in the Agreement, are null and void and of no effect whatever. State Alarm is not an insurer. Insurance, if any, will be obtained by the Subscriber. Charges are based solely upon the value of equipment and services provided for and are unrelated to the value of the Subscriber's property or the property of others located in Subscriber's premises. The amounts payable by the Subscriber are not sufficient to warrant State Alarm assuming any risk of consequential other damages to the Subscriber due to State Alarms (1) negligence or (2) performance or non performance of obligations imposed by this contract.

5) RECEIPT OF COPY: Subscriber acknowledges receipt of a copy of this Agreement and specifically acknowledges that an opportunity was afforded to examine all provisions of the reverse side of this Agreement.

6) LIABILITY: Subscriber acknowledges that State Alarm is not an insurer; that State Alarm does not guaranty that installation of its System and maintenance of its service will prevent losses resulting from burglary, hold-up, fire or otherwise; that the Subscriber assumes all risk for loss or damage to Subscriber's premises; and that SUBSCRIBER HAS READ AND UNDERSTANDS ALL TERMS OF THIS AGREEMENT PARTICULARLY PARAGRAPHS 26, 27, 28 and 29 which set forth State Alarm obligations and maximum liability in event of any loss or damage to Subscriber.

### 7.) SCHEDULE OF EQUIPMENT:

QTY	DESCRIPTION	QTY	DESCRIPTION
1	SK5700 FIRE PANEL		* CUSTOMER HAS AGREED TO ALLOW THE INSTALLATION OF EXPOSED WIRE; WIRE MAID OR CONDUIT FROM THE CEILING DOWN TO PANELS WILL BE INSTALLED AS PART OF THIS CONTRACT
1	SK5800 REMOTE ANNUN. KEYPAD		
2	SD505-APS ADDR. SMOKE DETECTORS		
9	SD500-RSDA ADDR. MANUAL PULL STATIONS		
1	SD500-ADM INPUT MODULE (FOR HOOD)		
7	GEC2-24WR HOAN/STROBES		
4	GEC3-24WR STROBE LIGHTS		
2	ST1 WIRE CABS (FOR ADM HOANS)		

SPECIAL CONDITIONS SALES TAX WHERE APPLICABLE CUSTOMER IS TO PROVIDE A DEDICATED 110-VOLT CIRCUIT AND TWO (2) PHONE LINES AT PANEL LOCATION. CUSTOMER WILL ALSO PROVIDE CORE-DRILLING OF FLOOR IF NECESSARY.

SALES TAX IS APPLIED ACCORDINGLY, IF APPLICABLE, TO ALL FEES.

### 8.) SCHEDULE OF SERVICES: (ALL CHECKED BOXES INDICATES ITEM IS INCLUDED IN SCHEDULE OF SERVICES)

<input type="checkbox"/>	CENTRAL STATION SIGNALING	<input type="checkbox"/>	NON SUPERVISED OPEN/CLOSE SCHEDULE
<input type="checkbox"/>	BURGLARY	<input type="checkbox"/>	SUPERVISED SCHEDULE OPENING/CLOSING
<input type="checkbox"/>	HOLD UP / PANIC	<input type="checkbox"/>	SUPERVISED SCHEDULE OPENING CLOSING WITH REPORTS Weekly
<input checked="" type="checkbox"/>	FIRE SIGNAL	<input type="checkbox"/>	UNDERWRITERS LABORATORIES CERTIFIED SYSTEM
<input type="checkbox"/>	WATERFLOW		Extent of service:
<input type="checkbox"/>	SUPERVISORY	<input type="checkbox"/>	GUARD RESPONSE
<input type="checkbox"/>	OTHER, SPECIFY KEYPAD PANIC FIRE DUESSE	<input type="checkbox"/>	Charges set forth in paragraph 3 include cost of outside vendor's installation and service fees for signaling service provided for the security System.
<input checked="" type="checkbox"/>	MAINTENANCE - PARTS AND LABOR	<input type="checkbox"/>	Subscriber to pay all outside vendor's installation and service fees associated with the signaling service provided for the security System.
<input checked="" type="checkbox"/>	INSPECTIONS, Number annually - <u>2</u>		
<input type="checkbox"/>	CONNECTION DIRECTLY TO: STATE ALARM SYSTEMS		
	Employing: <input checked="" type="checkbox"/> Digital Dialer <input type="checkbox"/> Cellular <input type="checkbox"/> High Speed Internet <input type="checkbox"/> Leased Line		

9.) RENEWAL: This agreement shall automatically renew itself for an additional one-year period at the same monthly payment rate in effect at the end of the initial period unless either party shall notify the other in writing of its intention to terminate, not less than sixty (60) days prior to the expiration of the original term. Thereafter, this Agreement shall renew itself annually at the same monthly payment rate then in effect unless either party shall notify the other, in writing of its intention to terminate not less than sixty (60) days prior to the expiration of each subsequent renewal period.

10.) INCREASE IN TAXES, UTILITY CHARGES OR MONTHLY SERVICE: All charges set forth herein are based upon existing Federal, State and Local taxes, fees, and utility charges, including, but not limited to telephone company line charges. State Alarm shall have the right, at any time to increase the monthly charges provided herein, to reflect any additional taxes, fees, charges which may hereinafter be imposed by any utility or government agency relating to the installation or service provided under the terms of this agreement and Subscriber agrees to pay same.

Notwithstanding the terms and conditions set forth herein, and subject to the limitations set forth below, after the expiration of twelve months from the date of completion of installation, and for each year thereafter for as long as this Agreement remains in effect, State Alarm may, at any time, but in no case more frequently than one time per year, increase the monthly service charge upon giving the Subscriber notice in writing. Notwithstanding the foregoing, the increase in the monthly service charge shall not exceed the greater of (a) ten percent of the monthly service charge paid by the Subscriber during the immediately preceding twelve month period; or (b) an amount equal to two (2) times the percentage increase in the Consumer Price Index for All Items, Urban Consumers, as published in the Bureau of Labor Statistics, United States Department of Labor, for the immediately preceding twelve-month period.

YOU, THE BUYER (CONSUMER TRANSACTION ONLY), MAY CANCEL THIS TRANSACTION PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

STATE ALARM SYSTEMS INC  
By: [Signature]  
Approved: \_\_\_\_\_

SUBSCRIBER  
[Signature]  
Oct 12, 2007  
PRINT NAME: Winnie Rathbun  
S S # OR FED TAX ID \_\_\_\_\_

OH FIRE LICENSE 53 50 1007  
FL CERTIFICATION LICENSE EG13000257

This agreement shall not be binding upon State Alarm, unless approved in writing by an Officer or authorized agent of State Alarm, in the event of failure of approval the liability of State Alarm shall be to refund to Subscriber the amount that has been paid to State Alarm, upon the signing of this Agreement.

THE TERMS AND CONDITIONS CONTAINED ON THE REVERSE SIDE OF THIS AGREEMENT ARE INCORPORATED HEREIN AND BY REFERENCE MADE A PART HEREOF, SUBSCRIBER ACKNOWLEDGES THAT HE/SHE HAS EXAMINED AND UNDERSTANDS SAME.