

**Santa Barbara Surveillance Systems**

**Company-Client Agreement**

**Systems Purchase/Installation Contract**

133 E. De La Guerra #133

Santa Barbara, CA 93101

(805) 966-7300

This COMPANY-CLIENT AGREEMENT ("Agreement") is between **Santa Barbara Surveillance Systems** ("Company") and Client as indicated below. Company and Client desire to enter into an Agreement for the installation of a surveillance system for Client's benefit.

Nature of Work To Be Done Agreed Upon By Both Parties:

Price Client Agrees To Pay Company:

**By signing this Agreement, Company and Client agree to the following terms, conditions and warranties:**

**1. Client Warranties.** Client represents and warrants the following to be true:

- a. Client warrants it is the lawful owner of the premises or the lawful tenant of the premises and possesses the legal authority necessary to make improvements to the real property where the installation is to occur;
- b. Client warrants it has or will procure all necessary permits for installation and assumes all responsibility for any cost of procuring permits and costs resulting from failing to procure necessary permits;

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- c. Client warrants that it is solvent;
- d. Client warrants it is not involved in any bankruptcy proceedings and does not intend to file for bankruptcy in the foreseeable future;
- e. Client warrants it maintains reasonable liability insurance and home owner's insurance on the property subject to this Agreement;
- f. If Client is a business, Client warrants it possesses authorization to act on behalf of said business for the purpose of entering into this Agreement;
- g. Client warrants that it has entered into this Agreement voluntarily and has been afforded the opportunity to be represented by separate counsel.

If any of these representations or warranties made by Client are not true as of the date this Agreement is executed, then Company may choose to terminate this Agreement, recover damages, or pursue any other reasonably available remedy.

**2. Company Warranties.** Company represents and warrants the following to be true:

- a. Company warrants that it is authorized to do business in the county the work is to be done;
- b. Company warrants it is solvent and not in the course of declaring bankruptcy;
- c. Company warrants Roy G. Howat is authorized to act on behalf of Company for the purpose of entering into this Agreement;
- d. Company warrants it entered into this Agreement voluntarily and has been afforded an opportunity to be represented by separate counsel.

If any of these representations or warranties made by Company are not true as of the date this Agreement is executed, then Client may choose not to close, terminate this agreement, sue for damages or any other reasonably available remedy.

THE FOREGOING WARRANTIES ARE EXCLUSIVE IN LIEU OF ALL OTHER WARRANTIES, WHETHER OR ORAL IMPLIED.

**3. No Monthly Fees.** Company agrees not charge Client any reoccurring monthly fees under this Agreement. Company and Client may agree to a monthly service contract outside of Client Initials\_\_\_\_\_ Company Initials \_\_\_\_\_ Page 2 of 6

this Agreement. This paragraph shall not have precedence over any such outside monthly service agreement agreed to by Company and Client.

**4. Payment.** Client shall tender payment to Company at the price agreed to above, in full, upon completion of installation. If payment is not tender upon completion of installation, then Company has the right to enter Client's private property and remove all materials Company installed. Further, Client agrees to pay for all costs and attorney's fees incurred by Company in the course of recovering any unpaid balance by Client.

**5. Late Payment Results In Interest Charges.** If Client fails to pay Company upon completion of installation, then Client will be charged at the rate of one and one-half percent (1½%) interest per month on any and all unpaid balances until the bill is paid in full. Annual percentage rate is set at eighteen percent (18%).

**6. One-Year Installation Maintenance.** After completion of installation, Company agrees to conduct maintenance and service of installation process at no additional fee for Client for a period of one year after installation. One year after installation, Company disclaims all warranties to any claims pertaining to faulty installation and/or faulty workmanship. Where this paragraph conflicts with Equipment paragraph, Equipment paragraph shall control.

**7. Equipment.** Client understands all equipment under this transaction is purchased by Client from third parties and shall not be construed as a lease. Company expressly disclaims all representations and warranties pertaining to equipment purchased by Client and installed by Company. If equipment malfunctions, Company will not be responsible in any capacity, financial or otherwise. It shall be Client's sole responsibility to navigate the warranty process for equipment defects with the appropriate party. If new equipment needs to be installed, Client agrees to pay Company a reasonable additional installation fee to be determined in Company's sole discretion.

**8. Limitation of Liability.** Company's liability shall be limited to amounts actually paid by Client to Company for installation. Any alleged liability arising out of Company's installation or equipment under this agreement over the amount actually paid by Client shall be bore solely by Client.

**9. Limitation of Liability: Damaging of Property.** Company shall not be responsible to Client for any: property damage; theft; vandalism; burglary; fire caused by faulty  
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installation; faulty equipment; criminal acts of third parties; armed criminal attacks committed on the premises; injuries occurring from third party acts, criminal or otherwise; or any other damage or financial loss occurring on the premises as a result of Company's acts. Client recognizes that system malfunctions regularly occur and Company is not financial responsible for any loss occurring because of or during a system malfunction. Further, if a third party disables the surveillance system installed by Company, Company shall not be liable for the damage or acts committed while the surveillance system is disabled.

**10. Client's Obligations.** Client shall do the following:

- (a) Client shall use Client's reasonable best efforts to prevent any damage or interference with the surveillance system equipment installed at Client's property. If Client makes any alterations to Client's property that affect the surveillance system equipment in any way, or otherwise interferes with or damages the equipment, Client authorizes Company to do any resulting work on the surveillance system required to maintain the full function and operation of the surveillance system. Client shall pay Company the reasonable costs for any such work upon completion of any such work.
- (b) If the surveillance system equipment sustains any damage from acts of God or interference from third parties, Company shall repair and restore the surveillance system to its full operation. Client shall pay Company the reasonable costs for any such work upon completion of any such work.

**11. Entry onto Buyer's Property.** Client hereby grants to Company, its employees and its agents, the right to enter Client's property for the purposes of installing and maintaining the surveillance system.

**12. Cleaning of Premises.** Company will use best efforts to clean the premises after completion of installation and remove all debris and trash caused by Company. If Company believes it has reasonably cleaned the premises and Client disagrees, Company will not be liable to clean further nor be obligated to pay for any cleaning costs bore by Client. Client agrees no abatement will in Agreement price will be made for failing to clean the premises.

**13. Estimates.** All prices given by Company shall be construed as estimates and are subject to change if unforeseen conditions or circumstances arise. If any cost over the estimate price contained in this Agreement occurs, Client Initials \_\_\_\_\_ Company Initials \_\_\_\_\_ Page 4 of 6

Client agrees to pay the total estimate price in addition to any extra costs that may arise from unforeseen conditions or circumstances. Further, all estimates pertaining to the length of time for installation completion shall be non-binding on Company. If Company does not complete installation in the time frame agreed upon by both parties, Company will use it's best reasonable efforts to finish the work as soon as reasonably possible. If installation is not complete in the time frame agreed upon by both parties, Client shall not receive any abatement in the Agreement price.

**14. Extra Work.** If Client offers and Company agrees to engage in work outside the scope of this Agreement for extra pay, then such work may be done by Company at Company's sole discretion. Upon completion of extra work, Client shall pay Company the previously agreed upon price, in addition to the agreed upon payment under this Agreement. All terms, conditions and warranties contained in this Agreement shall apply to both parties in relation to such extra work explained in this paragraph.

**15. No Assignment of Agreement.** No right, interest or duty in this Agreement shall be assigned by either party without the written permission of the other party. Any attempted assignment or delegation without the written permission of the other party shall be void and ineffective.

**16. All Modifications To Be In Writing.** This Agreement may be modified or rescinded only by a writing signed by and agreed to by both parties.

**17. Severability.** The invalidity, in whole or in part, of any term of this agreement does not affect the validity of the remainder of the agreement.

**18. Headings.** The headings and subheadings of clauses contained in this agreement are used for convenience and ease of reference and do not limit the scope or intent of the clause.

**19. Choice of Law & Venue.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California. Further, any legal suit arising out of or relating to this Agreement shall be commenced in the Superior Court of Santa Barbara, State of California, and each party hereto irrevocably submits to the non-exclusive jurisdiction and venue of any such court in any such suit, action or proceeding.

**20. Merger Clause.** This agreement signed by both parties constitutes a final written expression of all the terms of this agreement and is a complete and exclusive statement of those terms.

**21. Customer's Review of Agreement.** Client has reviewed this Agreement in detail, either electronically or in print, and hereby approves all of the materials terms, conditions and warranties associated with this Agreement. **BY MY SIGNATURE BELOW I WARRANT THAT I HAVE RECEIVED A COPY OF AND HAVE READ THIS AGREEMENT, INCLUDING ALL TERMS AND CONDITIONS, THAT I HAVE FULL AUTHORITY TO SIGN FOR AND BIND CLIENT AND THAT I DO HEREBY AGREE TO ALL THE TERMS HEREOF. FURTHER, BY SIGNING THIS AGREEMENT I FIND THE CHARGED AMOUNT SATISFACTORY AND AGREE TO PAY FOR SAME UPON COMPLETION OF INSTALLATION AND FURTHER AGREE TO PAY FOR COLLECTION FEES, INCLUDING ATTORNEYS FEES, IN THE EVENT OF MY DEFAULT.**

**Client**

\_\_\_\_\_  
Client Signature

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

Client Address:

\_\_\_\_\_  
\_\_\_\_\_

Client Phone Number

\_\_\_\_\_  
Dated: \_\_\_\_\_

**Santa Barbara Surveillance Systems**

\_\_\_\_\_  
**Roy G. Howat**

Owner/Private Investigator

Dated: \_\_\_\_\_

Client Initials\_\_\_\_ Company Initials \_\_\_\_\_