



Exceptional Workmanship | Extraordinary Service | Professional Integrity

Southwest Division: 10521 Gulfdale Street | San Antonio, TX 78216

Corporate Headquarters: 1785 West 160th Ave., Suite 700 | Broomfield, CO 80023

FILED FOR RECORD

_____ O'CLOCK _____ M

SEP 25 2023

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

Contract Exclusions and Clarifications

Payment:

CML SECURITY LLC, shall be entitled to receive either a payment in full within thirty (30) days after completion of the Scope of Work or, in the case of progress payments, within thirty (30) days after completion of the work properly performed during the payment period specifically established in writing with the Customer prior to the commencement of work. Failure to make timely payments shall be subject to an additional 5% fee. Failure to make payments within ninety (90) days after the completion of the Scope of Work or after the completion of a progress period, shall provide CML SECURITY an option to terminate this agreement per the terms set forth below without prior notice.

Installation Requirements:

CML SECURITY will provide necessary installation, programming and start-up of the proposed system that meet and/or exceeds federal, state, local and all applicable code requirements. Any damage to the Work prior to completion of the Scope of Work, which is not the fault of CML Security may be corrected and rectified by CML Security for an additional charge. Any existing defective equipment can be repaired or replaced at an additional charge.

Termination:

CML Security, by written notice, shall have the right to terminate and cancel the work being performed in connection with this Agreement, in whole or in part, for any reason by providing Customer with prior written notice. CML Security shall not be liable to Customer for any other cost or consequential damages, including prospective profits on any portion of the Work not performed as a result of termination.

Training: (if applicable)

This Proposal includes informal training for Administrative, Operational and Maintenance personnel so a full understanding of day-to-day operation can be best utilized.

Warranty:

CML SECURITY LLC, offers a standard one (1) year warranty on all labor and material included in this project. All system components provided in this proposal are warranted against all defects in material and workmanship.

Sales Tax:

Sales Tax is not included in this Proposal.

Miscellaneous:

All claims, disputes, and other matters in question arising out of or relating to this Proposal, or the breach thereof, shall be decided by arbitration before the American Arbitration Association in the county in which the contracted work or project is principally located. The arbitration shall be conducted in accordance with the American Arbitration Association's Construction Industry Arbitration Rules.

If either party shall deem it necessary to employ an attorney to assert any right or to enforce any obligation hereunder or pay any liens, that party shall be entitled to recover all costs and expenses thereby incurred including, without limitation, the fees and expenses of the attorney so employed.

This Agreement and the performance of maintenance and extended warranty described herein shall be governed by and interpreted in accordance with the laws of the State.

If any term or provision of this Proposal is found invalid, it shall not affect the validity and enforcement of all remaining terms and provisions of this Proposal. The duties and obligations imposed on each party by this Proposal and the rights and remedies available shall be in addition to and not a limitation of the duties, obligations, rights and remedies otherwise imposed or available by law.

This Agreement embodies the entire agreement between the Customer and CML Security, and supersedes all prior representations made by CML Security. No modification or amendment of the terms and conditions hereof shall be valid unless agreed to by the parties in writing and signed by their authorized representatives.

Signature of agreement _____

Date _____

25, 2023