

**THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**

MAIL ALL INVOICES AND BILLING  
CORRESPONDENCE TO THIS ADDRESS

814 Walnut Street  
Green Cove Springs, FL 32043-2705  
Telephone (904) 284-6500 & 272-8100  
Fax # (904) 284-6529

Purchase Order No: 15001341  
Page: 1

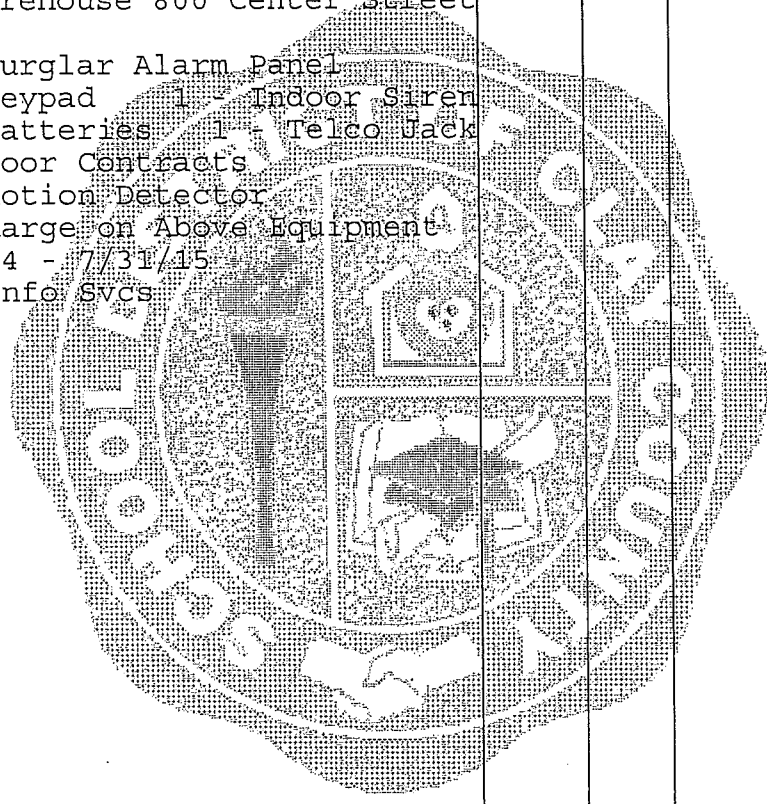
Florida State Sales and Use Tax  
Exemption No: 85-8013573611C-8

Date: 08/06/2014

Vendor: V0900008890 VECTOR SECURITY, INC. 10365 HOOD ROAD S. #209  JACKSONVILLE FL 32257	Deliver To: INFORMATION SERVICES 900 WALNUT STREET  GREEN COVE SPRINGS FL 32043-0000
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Contact: LARRY SHERER Telephone No: (904) 680-3735	Contact: CARL HENDRICK Telephone No: (904) 529-4996
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Sq	Rf	Item No.	Description of Item	Qty	UOM	Unit Price	Extension
01			OverHead Door Contact Building 1 800 Center Street IS Warehouse	1	EACH	85.0000	85.00
02			Monitoring Agreeemnt \$24.95 mth IS Warehouse 800 Center Street eet 1 - Burglar Alarm Panel 1 - Keypad 1 - Indoor Siren 1 - Batteries 1 - Telco Jack 3 - Door Contracts 1 - Motion Detector No Charge on Above Equipment 8/1/14 - 7/31/15 t/a Info Svcs	12	EACH	24.9500	299.40



Rf Fund.Func.Objt.Cntr.Proj  
0100.8200.0390.9040.0000 384.40

**TOTAL: 384.40**

*Nancy J. Rennie*  
Director of Purchasing

Requisition No: 15045

Purchase Order No: 15001341

**See Reverse Side for Special Terms and Conditions**

## PURCHASING CONDITIONS

1. The School Board of Clay County (SBCC) purchase order number shall appear on each invoice, delivery papers, bills of lading, packages and/or correspondence.
2. Original invoices shall serve as the SBCC basis for payment.
3. All deliveries are to be F.O.B. destination unless otherwise specified.
4. Do not back order without prior approval.
5. C.O.D. orders shall not be accepted— including freight charges.
6. Equipment, materials, supplies and/or services delivered on this order shall be subject to inspection and test upon receipt and if rejected, shall remain the property of the vendor.
7. The SBCC issues payments in accordance with the "Florida Prompt Payment Act", Florida Statutes, Chapter 218.
8. **BACKGROUND INVESTIGATION:** Any employee, principle, or agent of the contractor, vendor, entity or service provider which is a party to this agreement shall, prior to being permitted access to school grounds when students are present or being allowed direct contact with students or being granted access to or control of school funds, submit to and pass a Level II background screening requirements or otherwise meet the requirements of and be bound by the terms of Florida Statutes 1012.465, 1012.467 or 1012.468. The cost of screening shall be the responsibility of the vendor, contractor, service provider and not the SBCC.
9. All transactions contemplated by this purchase order shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws. Venue for any action arising in regards to this purchase order shall be in the state courts located in Clay County, Florida.

### **NOTICE: REQUIREMENTS WHEN USING FEDERAL FUNDING:**

This purchase order constitutes a contract. Upon acceptance of a purchase order, the vendor certifies that their firm meets and agrees to the following provisions which shall become a part of the contract:

**PARTIES RECEIVING PAYMENT VIA PURCHASE ORDER ISSUED BY THE SBCC FOR GOODS AND/OR SERVICES SHALL BE SUBJECT TO ALL REMEDIES ALLOWED BY LAW FOR ANY DEFAULTS, BREACHES, VIOLATIONS OR OTHER FAILURES TO PERFORM AS AGREED WHETHER OR NOT AN EXPRESS WRITTEN AGREEMENT EXISTS FOR THE PROVISION OF SUCH GOODS AND/OR SERVICES.**

**FISCAL NON-APPROPRIATIONS CLAUSE:** In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the vendor of such an occurrence and this contract shall terminate on the last day of the current fiscal period without penalty or expense to the SBCC.

**ACCESS TO RECORDS:** (34 CFR 80.36 (i)(10)): All vendors, contractors and subcontractors shall give access to the SBCC, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which is directly pertinent to this specific contract for the purpose of making audit, examination, excerpts and transcriptions.

**RECORDS RETENTION:** (34 CFR 80.36(i)(11)): All vendors, contractors and subcontractors must retain all records pertaining to this contract for three (3) years after the SBCC makes final payments and all other pending matters are closed.

**CLEAR AIR ACT** (34 CFR 80.36(i)(12)): All vendors, contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 11857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Applies to contracts, subcontracts and sub-grants of amounts in excess of \$100,000).

**ENERGY EFFICIENCY** (34 CFR 80.36(i)(13)): All vendors, contractors and subcontractors must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (pub. L. 94-163, 89 Stat. 871).

**SUSPENSION AND DEBARMENT:** In accordance with the United States Office of Management and Budget (OMB) Circular A-133 regarding procurements contracts equal to or exceeding \$25,000 vendors, contractors and subcontractors certify they are not listed on the Excluded Parties Listing System (EPLS) issued by the General Services Administration (GSA).

**EQUAL EMPLOYMENT OPPORTUNITY** (34 CFR 80.36(i)(3)): All vendors, contractors and subcontractors must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (Applied to all construction contracts awarded in excess of \$10,000 by the district and their contractors or sub-grantees).

**COPELAND "ANTI-KICKBACK" ACT** (34 CFR 80.36(i)(4)): All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to all contracts and sub-grants for construction or repair).

**DAVIS-BACON ACT** (34 CFR 80.36(i)(5)): All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation). (Applies to construction contracts in excess of \$2000 awarded by the district and sub-grantees when required by Federal grant program legislation).

**CONTRACT WORK HOURS & SAFETY STANDARDS ACT** (34 CFR 80.36(i)(6)): All vendors, contractors and subcontractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Applies to all construction contracts awarded by the district and sub-grantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).

**CANCELLATION/TERMINATION** (34 CFR 80.36(i)) For all purchases involving Federal funds in excess of \$10,000, the SBCC reserves the right to terminate this contract for cause, as well as for convenience, by issuing a certified notice to the vendor. If terminated, the SBCC shall be responsible only for goods and services already delivered to it on the date of such termination and shall not be responsible for any consequential damage, future damages or damages caused by lost profits, inconvenience or overhead expense to the vendor.



2000 Ericsson Drive, Warrendale, PA 15066

Branch Phone: \_\_\_\_\_; Agreement #: \_\_\_\_\_

Date: \_\_\_\_\_; Page \_\_\_\_\_ of \_\_\_\_\_; Registration/License # (if applicable): \_\_\_\_\_

RIDER

This Rider amends and is incorporated into that certain [ ] Residential Agreement or Contract or [ ] Commercial Agreement or Contract dated, 7/30 2014 (the "Agreement") between Vector Security, Inc. as "Vector" and CLAY CO. SCHOOL BOARD / IS WAREHOUSE as "Customer" in the premises at:

1. Address ("Premises\*"): \_\_\_\_\_

800 CENTRE STREET  
GREEN COVE SPRINGS  
FL. 32043

Premises Agent: \_\_\_\_\_  
Premises Agent Tel. No: ( \_\_\_\_\_ )

2. Billing Address: \_\_\_\_\_

814 WALNUT ST.  
GREEN COVE SPRINGS  
FL. 32043

Billing Agent: NANCY RACINE  
Billing Agent Tel. No: ( 964-529-4996 )

The parties agree to the following equipment and/or services, and/or changes in equipment and/or services, for the alarm system(s) ("System") described in the Agreement. Capitalized terms used in this Rider (the "Rider") that are not otherwise defined in this Rider shall have the meanings set forth in the Agreement.

3. System:  New  Add on (To # \_\_\_\_\_)

4. \_\_\_\_\_

5. Optional Vector Security Protection Plan: Vector is offering an extended warranty Protection Plan ("Plan") pursuant to the terms and conditions contained in a separate attachment. By selecting the Plan below, Customer acknowledges that Customer has read and agrees to obtain the benefits of the following Plan in accordance with the terms and conditions contained in that attachment, and which terms and conditions are incorporated into the Agreement by reference.

SecurityCare  SecurityCare Plus

Total Monthly Price for the Plan: \$ \_\_\_\_\_

(This Optional Vector Security Protection Plan may not be available to all commercial customers. This section does not need to be completed if Customer has already subscribed to the selected Plan.)

6. [For Commercial Customers Only] Customer subscribes to an extended warranty through Vector's extended contract repair service.

Yes  No

Total Monthly Price: \$ \_\_\_\_\_

(This extended contract repair service may not be available to all commercial customers. This section does not need to be completed if Customer has already subscribed to Vector's extended contract repair service.)

7. Schedule of Protection:

DEVICE #	QTY.	DESCRIPTION	PART #	LOCATION	PRICE
	1	BA PKG.			
	1	OVERHEAD DOOR CONTACT			85.00
		SEE ADDENDUM			

NOTE: Zone Information may change to conform with the actual installation of components.

E-Mail Address: \_\_\_\_\_

By providing your e-mail address you are agreeing to receive marketing and promotional material from Vector, including special offers, free tips and advice, news alerts, newsletters and/or new product information. If you do not wish to receive marketing and promotional material at this e-mail address please initial the box below.

I do not wish to receive marketing and promotional material from Vector at the e-mail address provided.

In the event you have subscribed to MyVectorSecurity services you acknowledge that you have received the separate Alarm.com Terms attachment and agree to be bound to Alarm.com by the additional terms and conditions for those services as contained in that attachment. All of the terms, covenants and conditions of the Agreement by and between Vector and Customer shall remain in full force and effect, except as expressly modified by this Rider. Customer acknowledges and agrees that this Rider and the equipment and services performed hereunder are subject to and provided pursuant to the Agreement and particularly those sections which set forth Vector's maximum liability, right to indemnification, waiver of subrogation and waiver of jury trial and limitation on actions in the event of any loss or damage to Customer or anyone else.

THIS RIDER WILL NOT BE BINDING UPON VECTOR UNTIL EITHER (I) SIGNED BY ONE OF OUR MANAGERS OR (II) WE PROVIDE THE EQUIPMENT OR COMMENCE THE SERVICES DESCRIBED ABOVE.

VECTOR SECURITY, INC.  
By: [Signature]  
Sales Representative

CUSTOMER  
X: Nancy J Racine

DATE SIGNED  
X 8/5 2014

Approved: \_\_\_\_\_  
Authorized Representative Date



ACCT# \_\_\_\_\_  
 NEW SYSTEM  Jacksonville (904) 268-9454  
 REPROGRAM  FL. Lauderdale (954) 351-9180  
 Make & Model \_\_\_\_\_  Tallahassee (850) 942-1400

**FL RESIDENTIAL AGREEMENT**

THIS AGREEMENT is made this 30 day of JULY, 2014, by and between Vector Security, Inc., a Pennsylvania Corporation ("Vector"), and  
 Customer Name: CLAY COUNTY SCHOOL BOARD'S WAREHOUSE  
 Customer Address ("Premises"): 800 CENTRE STREET  Residential  Own  Rent  
 City: GREEN COVE SPRINGS State: FL Zip: 32043  
 Billing Address: 814 WALNUT ST., GREEN COVE SPRINGS City: GCS State: FL Zip: 32043  
 Premises Phone: ( ) County: CLAY Email: PLANAN@COVECCLAY.NET  
 Police Phone: ( ) Fire/Rescue Phone: ( )  
 Insurance Agent: \_\_\_\_\_ Agent's Phone: ( )

This Agreement is written in plain language and Customer is sometimes referred to as "you" or "your," and Vector is sometimes referred to as "we," "our," "us," "Vector," or "Seller."  
**1. INSTALLATION OF SYSTEM AND SERVICES.** Subject to the terms and conditions herein set forth, Vector agrees to provide each of the type(s) of services as indicated on the front of this Agreement for a residential alarm signaling system (the "System") consisting of the equipment specified in Section 2. If the System will be monitored, it includes a digital communicator transmitter ("DACT") or a control panel which contains a DACT (the "Panel"). You understand, acknowledge, and agree the System remains the sole property of Vector and is installed on the Premises in order to permit you to use the services. You will return all equipment that comprises the System to Vector at your sole cost and expense, promptly and without demand, at the end of this Agreement or in the event of any default by you. Vector may elect to abandon all or any portion of the System upon termination of this Agreement.  
**2. EQUIPMENT; PRICE AND PAYMENT.** You authorize us to investigate your credit record, and to report your payment performance under this Agreement to credit agencies and credit reporting services. We may elect not to start to monitor the System, or provide other services until the installation price is paid in full.

**NEW SYSTEM PACKAGE:**

<input checked="" type="checkbox"/> 1 Control Panel	<input checked="" type="checkbox"/> 1 Motion Detector	<input checked="" type="checkbox"/> 3 Entry Alerts	<input checked="" type="checkbox"/> RJ31X Interface
<input checked="" type="checkbox"/> 1 Keypad	<input checked="" type="checkbox"/> 1 Siren	<input checked="" type="checkbox"/> Back-up Battery	<input checked="" type="checkbox"/> Yard Signs & Decals

ADDITIONAL EQUIPMENT	QTY	PRICE	TOTAL PRICE	ADDITIONAL EQUIPMENT	QTY	PRICE	TOTAL PRICE
Door/Window Sensors				Smoke Detector			
Overhead Door/Contact	1	85.00	85.00	Cell Communicator			
Standard Motion				Strobe Light			
Pet-X Motion				Remote Wireless Keypad			
Wireless Motion Detector							
Dual Tech Motion Detector							
Zone Expander							
Keypad							
Glassbreak Sensor							
Heat Detector							

Additional Equipment.....	85.00	Monthly Services
Activation Fee.....	—	UL Monitoring \$ 24.95
Pre-Paid Monthly _____ Months.....	24.95	Cell Back-up \$ _____
Permit Fee.....	—	Open/Close Log \$ _____
Total Installation Price.....	—	Protection Plan \$ _____
Deposit.....	—	<input type="checkbox"/> SecurityCare <input type="checkbox"/> SecurityCare Plus
Balance Due.....	—	Two-Way Voice \$ _____
		MyVectorSecurity \$ _____
		Other \$ _____
		Payment Type: <input type="checkbox"/> Check <input type="checkbox"/> EFT
		<input type="checkbox"/> Credit Card: Type: <input type="checkbox"/> Visa <input type="checkbox"/> Master Card <input type="checkbox"/> Discover <input type="checkbox"/> Amex
		EFT: Bank Name _____ ABA # _____
		Check or Account # _____
		Credit Card #: _____ Expiration Date: _____

Subject to Section 3, the total sum you will pay us for Monthly Services for the initial three (3) year term is \$ 24.95 payable at the Total Monthly Rate ("Services Fee") indicated above (36 payments), starting on the first day in which monitoring service begins. At our sole discretion, the billing cycle may pro-rate monthly charges for the months in which services begin and end, which may increase the number of payments, though the total sum billed for the term shall remain the same. Payments for services are due upon receipt of our invoice. If EFT or Credit Card is selected, you will authorize periodic debits to your bank account or credit card, without recourse, as stated above for payment of services. If an EFT or Credit Card payment is dishonored you will pay for the services within five (5) days of us giving you notice of the payment failure. There is no cost of credit or financing charge (0% APR) associated with this Agreement. See Sections 13 and 14 for information regarding nonpayment, default, late fees and our collection and termination remedies.

- 3. INCREASE IN SERVICES FEE.** You acknowledge that the Services Fee includes applicable third-party charges but does not include existing federal, state, and local taxes. Depending on the state in which the Premises is located, you may also be obligated to pay certain taxes in addition to the Services Fee. We shall have the right, at any time, to pass-through to you any additional or increased taxes, licenses, permits, or fees which we may incur or be charged to us by any utility or governmental agency relating to the services we provide and you agree to pay the same. In addition, we may increase the Services Fee for any renewal term by giving you sixty (60) days prior notice.
- 4. TERM.** The initial term of this Agreement is three (3) years commencing on the day installation or services begin, and will automatically renew on a month-to-month basis unless cancelled by either of us in writing at least thirty (30) days before the end of the initial term or any renewal term.
- 5. LIMITATION OF LIABILITY.** SECTIONS 17 AND 18 ON THE REVERSE SIDE OF THIS AGREEMENT LIMIT OUR LIABILITY TO A MAXIMUM OF \$1,000.00 IF YOU OR ANYONE ELSE SUFFERS ANY HARM (DAMAGE OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH) BECAUSE THE SYSTEM FAILED TO OPERATE PROPERLY OR WE WERE CARELESS OR ACTED IMPROPERLY. YOU HAVE HAD THE OPPORTUNITY TO READ THIS AGREEMENT AND TO TALK TO OUR SALES REPRESENTATIVE ABOUT THESE LIMITATIONS AND YOU UNDERSTAND THAT THE MEDICAL EMERGENCY FEATURE OF THE SYSTEM IS NOT A BURGLAR OR FIRE ALARM AND CAN ONLY BE ACTIVATED MANUALLY, AND YOU UNDERSTAND THAT THERE ARE ALTERNATIVES AVAILABLE TO YOU SUCH AS 911 EMERGENCY TELEPHONE SERVICE. YOU HAVE SELECTED THE SYSTEMS AND SERVICES WITH A FULL UNDERSTANDING OF THEIR LIMITATIONS AND THE LIMITATION OF OUR LIABILITY. IF YOU WISH, YOU MAY OBTAIN FROM US A HIGHER LIMITATION OF LIABILITY THAN SET FORTH ABOVE, FOR AN ADDITIONAL PERIODIC CHARGE. IF YOU ELECT THIS OPTION, WE WILL ATTACH A RIDER TO THIS AGREEMENT THAT WILL SET FORTH THE AMOUNT OF THE LIMITATION OF LIABILITY AND THE AMOUNT OF THE ADDITIONAL CHARGE. AGREEING TO THE HIGHER LIMITATION OF LIABILITY DOES NOT MEAN THAT WE ARE AN INSURER.
- 6. REPAIR SERVICE; DISCLAIMER OF WARRANTIES.** For one (1) year after we complete the installation of the System, we will repair or replace any part of the System we determine to be defective without charge to you. We can use new or used parts of the same quality, and we may keep any replaced parts. Call or write us at our Customer Service Department and tell us what is wrong with the System. We will provide service as soon as possible during our normal service business hours, excluding holidays we observe. Emergency repair service is available at other times at our premium labor rate. Service does not include disposable items such as batteries that we will provide to you and you agree to pay for at our prevailing rates. You are solely responsible for the proper disposal of used batteries. Unless you subscribe to extended contract repair service pursuant to a Vector Security Protection Plan ("Protection Plan"), at the end of one (1) year we will continue to repair the System and provide parts and supplies on a time and material basis. You will pay our standard parts and labor charges for all repair calls and supplies. There may be a minimum visit charge for each repair call. WE MAKE NO EXPRESS OR IMPLIED WARRANTY INCLUDING ANY WARRANTY OF MERCHANTABILITY OF THE SYSTEM OR ITS FITNESS FOR ANY SPECIAL PURPOSE. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT, OR HELP PREVENT, ANY BURGLARY, INTRUSION, FIRE, HOLD-UP, MEDICAL EMERGENCY OR OTHER SUCH EVENT. WE HAVE NO CONTROL OVER THE RESPONSE TIME OR CAPABILITY OF ANY AGENCY OR PERSON WHO MAY BE NOTIFIED AS A RESULT OF THE SYSTEM BEING USED AND WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE PROMPTNESS OF THEIR RESPONSE, IF ANY. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED, BYPASSED OR COMPROMISED OR THAT IT WILL ALWAYS OPERATE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.
- 7. RECEIPT OF COPY.** You acknowledge that you have received a completed copy of this Agreement. In the event you have subscribed to MyVectorSecurity you acknowledge that you have received the separate Alarm.com Terms attachment and agree to be bound to Alarm.com by the additional terms and conditions for those services as contained in that attachment. In the event you have subscribed to a Vector Security Protection Plan ("Protection Plan"), you acknowledge that you have received the attachment for the Protection Plan and agree to the additional terms and conditions for those services as contained in that attachment, which terms and conditions are incorporated into this Agreement by reference. All of the terms on the reverse side of this page and on all attachments are part of this Agreement. THIS AGREEMENT WILL NOT BE BINDING UPON VECTOR UNTIL EITHER (i) SIGNED BY ONE OF OUR MANAGERS, OR (ii) WE START THE INSTALLATION OR SERVICES. IN THE EVENT OF NON-APPROVAL, OUR ONLY LIABILITY SHALL BE TO REFUND TO YOU THE AMOUNT THAT YOU PAID TO US UPON THE SIGNING OF THIS AGREEMENT. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER MAY NOT RECEIVE A COPY OF THIS AGREEMENT SIGNED BY VECTOR'S MANAGER, AND SUCH LACK OF RECEIPT SHALL NOT, IN ANYWAY, INVALIDATE OR OTHERWISE AFFECT THIS AGREEMENT. THE CITY OR COUNTY IN WHICH THE PREMISES IS LOCATED MAY REQUIRE THAT YOU OBTAIN A PERMIT FOR THE USE AND MONITORING OF THE SYSTEM. LOCAL AUTHORITIES MAY NOT RESPOND TO ALARM NOTIFICATIONS UNTIL ALL PERMITS OR LICENSES FOR USE OF THE ALARM SYSTEM HAVE BEEN OBTAINED, AND THEREFORE VECTOR MAY NOT BEGIN MONITORING UNTIL CUSTOMER HAS OBTAINED AT CUSTOMER'S EXPENSE ALL NECESSARY PERMITS OR LICENSES, AND PROVIDED VECTOR WITH THE LICENSE OR PERMIT NUMBER. NOTICES TO CUSTOMER. YOU SPECIFICALLY ACKNOWLEDGE AND ACCEPT THE DISCLAIMER/LIMITATION OF LIABILITY AND INDEMNITY PARAGRAPHS HEREOF. IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU WILL LOSE THE SYSTEM AND SERVICES YOU ARE USING PURSUANT TO THIS AGREEMENT.

LICENSES: FL EF20000395, EF0001062; EF20000933; EF20000934; EF20000598; GA LVU405021.  
**BUYER'S RIGHT TO CANCEL.** THIS IS A HOME SOLICITATION SALE, AND IF YOU DO NOT WANT THE GOODS OR SERVICES, YOU MAY CANCEL THIS AGREEMENT BY PROVIDING WRITTEN NOTICE TO THE SELLER IN PERSON, BY TELEGRAM, OR BY MAIL. THIS NOTICE MUST INDICATE THAT YOU DO NOT WANT THE GOODS OR SERVICES AND MUST BE DELIVERED OR POSTMARKED BEFORE MIDNIGHT ON THE THIRD BUSINESS DAY AFTER YOU SIGN THIS AGREEMENT. IF YOU CANCEL THIS AGREEMENT, THE SELLER MAY NOT KEEP ALL OR PART OF ANY CASH DOWN PAYMENT. YOU MAY ALSO CANCEL THIS CONTRACT IF UPON A DOCTOR'S ORDER YOU CANNOT PHYSICALLY RECEIVE THE SERVICES, OR YOU MAY CANCEL THE CONTRACT IF THE SERVICES CEASE TO BE OFFERED AS STATED IN THE CONTRACT. IF YOU CANCEL THE CONTRACT FOR EITHER OF THESE REASONS, THE SELLER MAY KEEP ONLY A PORTION OF THE CONTRACT PRICE EQUAL TO A PRO RATA PORTION OF THE TOTAL PRICE REPRESENTING THE PROPORTION OF SERVICES YOU USED OR COMPLETED, PLUS THE COST TO THE SELLER OF ANY RELATED GOODS WHICH YOU HAVE CONSUMED OR RETAINED. THIS CONTRACT OR NOTE IS FOR FUTURE CONSUMER SERVICES AND PUTS ALL ASSIGNEES ON NOTICE OF THE CONSUMER'S RIGHT TO CANCEL UNDER CHAPTER 2-18 FLORIDA ADMINISTRATIVE CODE.

Customer Signature: <u>X →</u>	Customer Signature: <u>Nancy G Racine</u>
Print <u>X →</u> Date <u>X</u>	Print: <u>Nancy G Racine</u> Date: <u>8/4/14</u>
Sales Rep: <u>J. PELTIERRA</u> Date: <u>7/30/14</u>	Approved by: _____ Date: _____
Installation Date: _____	Authorized Representative

**ADDENDUM TO THE AGREEMENT BETWEEN VECTOR SECURITY, INC. D/B/A  
CERTIFIED SECURITY AND THE SCHOOL BOARD OF CLAY COUNTY**

Reference is hereby made to the Vector/Certified Security Purchase and Services Agreement between the School Board of Clay County and Vector Security, Inc. dated as of the 30th day of July, 2014 (the "Agreement"). Capitalized terms used herein and not defined herein shall have the meanings set forth in the Agreement. The School Board of Clay County and Vector Security, Inc., intending to be legally bound hereby, agree as follows:

1. The following changes shall be made to the sections of the Agreement referenced below:

Section 2.1

"thirty (30) days" shall be replaced with "forty-five(45) days"

"Pennsylvania law" shall be replaced with "Florida law"

"We may file a mechanic's lien if you fail to pay the entire sales price" is deleted.

Section 2.2

"Payment for services are due upon receipt of our invoice" shall be replaced with "Payments for services are due in accordance with the Local Governmental Prompt Payment Act."

Section 3.

Add "In the event sufficient budgeted funds are not available for a new fiscal period the School Board of Clay County shall notify Vector Security of such an occurrence and this contract shall terminate on the last day of the current fiscal period without penalty or expense to the School Board of Clay County.

Section 5.2

Delete 2.2 in its entirety and replace with "How to Get Repair Service: Call or write us at our customer service department and tell us what is wrong with the system. We will provide service within forty-eight (48) hours during our normal service hours excluding holidays we observe. Emergency repair service is available at other times at our premium labor rate."

Section 7

Delete the sentence "Customer acknowledges and agrees that customer may not receive a copy of this agreement approved by Vector's manager, and such lack of receipt shall not, in anyway, invalidate or otherwise affect this agreement."

Section 15

Delete "attorneys' fees and related costs" and replace with, "reasonable attorneys' fees and related costs for collections."

Section 20

Delete Section 20 in its entirety and replace with "Each party hereby irrevocably agrees that any suite, action or other legal proceeding ("suit") arising out of or from, in connection with or as a result of this agreement shall be brought exclusively in the courts of Clay County, Florida. Each party consents' to the exclusive jurisdiction and venue of

such court in any such suit and waives any objection that it may have to jurisdiction or venue of any such suite. UNLESS PROHIBITED BY LAW, ANY LAWSUITE BROUGHT BY EITHER PARTY WITH RESPECT TO THIS AGREEMENT SHALL NOT BE HEARD BEFORE A JURY, BOTH PARTIES HEREBY WAIVE ANY RIGHT TO A JURY TRIAL."

Section 22

Delete Section 22 in its entirety and replace with "the entire and only agreement between the School Board of Clay County and Vector is written in our Purchase Order # 15001341, this Agreement and any Addendums. It may only be changed by written agreement signed by the School Board of Clay County and Vector. Order of precedence shall be School Board of Clay County Purchase Order # 15001341, any addendums and this agreement. IT MAY NOT BE CHANGED BY ANY ORAL STATEMENTS MADE BY ANY VECTOR REPRESENTATIVE. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of the Agreement shall remain in full force and effect. You agree this Agreement shall be governed by the laws of Florida. The interpretation of this Agreement shall not be construed against the preparer of the Agreement. You agree that a copy of this Agreement and the signature affixed hereto transmitted and delivered by facsimile, or electronic mail shall be deemed to be originals for all purposes. You agree that we may save and store all contracts and other documents executed by Customer in an electronic media and all such contracts and other documents shall be deemed to be, and may be sued by us as, originals and shall be given the same force and effect as the paper-form originals."

2. Except as expressly amended herein, the terms and conditions of the Agreement shall remain in full force and effect. Except as expressly amended herein, the terms and conditions of any and all services shall be performed subject to and in accordance with the Agreement, and particularly the sections which set forth Vector's maximum liability and right to indemnification. Where any provision of the Agreement is inconsistent with the Addendum, the provisions of this Addendum shall control.

VECTOR SECURITY, INC.

By: [Signature]  
(Signature)

Name: JUAN PERTIERRA

Title: CSM

SCHOOL BOARD OF CLAY COUNTY

By: [Signature]  
(Signature)

Name: Carol Studdard Nancy Racine

Title: ~~Chairman of the Board~~ Director of Purchasing