

UNITED STATES BANKRUPTCY COURT Southern DISTRICT OF New York **PROOF OF CLAIM**

Name of Debtor: Jennifer Convertibles, Inc.

Case Number: 10-13779-alg

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property):
Guardian Protection Services

Name and address where notices should be sent:
Guardian Protection Services
174 Thorn Hill Road
Warrendale, PA 15086
Telephone number:
724-741-3500

RECEIVED

AUG 12 2010

BMC GROUP

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____
(If known)

Filed on: _____

Name and address where payment should be sent (if different from above):

Telephone number:

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: \$1383.47

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

☐ Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

2. Basis for Claim: Services Performed
(See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: 4646

3a. Debtor may have scheduled account as: _____
(See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)
Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Other
Describe:

Value of Property: \$ _____ Annual Interest Rate: _____ %

Amount of arrearage and other charges as of time case filed included in secured claim,

if any: \$ _____ Basis for perfection: _____

Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

Jennifer Convertibles



00011

☐ Other - Specify applicable paragraph of 11 U.S.C. § 507 (a)().

Amount entitled to priority:

\$ _____

*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

FOR COURT USE ONLY

AUG - 9 2010

U.S. BANKRUPTCY COURT
S.D. DIST. NEW YORK

Date: 8-4-10 Aug 4, 2010

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Gretchen Mooney

Gretchen Mooney, Collections Administrative Assistant

JENNIFER CONVERTIBLES INC
 417 CROSSWAYS PARK DR
 ATTN: LESLIE FALCHOOK
 WOODBURY NY 11797

Date 8/4/2010
 Customer# 439401
 Balance -734.03

0-30	31-60	61-90	91-120	121-180	Over 180	Unapplied	Deposit
105.15						-839.18	
Date	Invoice#	Type	Comment	Amount	Balance		
8/3/2010		CRADJ	Cancel S-181378	-76.00	-734.03		
8/3/2010		CRADJ	Cancel S-200107383	-76.00	-658.03		
8/3/2010		CRADJ	Cancel S-185309	-76.00	-582.03		
8/3/2010		CRADJ	Cancel S-181373	-76.00	-506.03		
8/3/2010		CRADJ	Cancel S-181369	-76.00	-430.03		
8/3/2010		CRADJ	Cancel S-182886	-76.00	-354.03		
8/3/2010		CRADJ	Cancel S-181362	-76.00	-278.03		
8/2/2010		CRADJ	9206 adjustment	-55.22	-202.03		
8/2/2010		CRADJ	9206 adjustment	-500.00	-146.81		
8/2/2010		CRADJ	9206 adjustment	-500.00	353.19		
8/2/2010		CRADJ	9206 adjustment	-207.25	853.19		
8/2/2010		CRADJ	9206 adjustment	-121.00	1,060.44		
7/20/2010	20621658	JOB	6/11/10 Billing for invoice# 33116, moved system	105.15	1,181.44		
7/13/2010	20567161	JOB	6/19/10 Billing for invoice# S1309, Replaced batte	207.25	1,076.29		
7/1/2010	20472889	RECUR	Recurring Billing	1,055.22	869.04		
6/22/2010		CRADJ	Cancel s-181367	-38.00	-186.18		
6/22/2010		CRADJ	Cancel s-185821	-38.00	-148.18		
6/4/2010		CK# 73837	Check Rec'd	-1,283.78	-110.18		
5/6/2010	20091335	JOB	5/3 Connected system to 215-997-8847 phone lir	121.00	1,173.60		
4/1/2010	19827372	RECUR	Recurring Billing	1,283.78	1,052.60		
3/8/2010		CK# 72190	Check Rec'd	-1,150.12	-231.18		
1/1/2010	19208316	RECUR	Recurring Billing	1,150.12	918.94		
12/17/2009		CK# 1274	Check Rec'd	-973.20	-231.18		
12/11/2009	19091649	JOB	Relocation of existing system	568.20	742.02		
11/12/2009	18890393	JOBPRO	Relocation of existing system	405.00	173.82		
11/2/2009		CK# 69085	Check Rec'd	-1,036.12	-231.18		
10/1/2009	18595454	RECUR	Recurring Billing	1,036.12	804.94		
8/24/2009		CK# 67236	Check Rec'd	-37.01	-231.18		
7/13/2009		CK# 66074	Check Rec'd	-1,035.55	-194.17		
7/7/2009	18050069	JOB	7/6 SHIPPED BATTERY TO THE SITE. TRACKII	37.01	841.38		
7/1/2009	17993892	RECUR	Recurring Billing	1,035.55	804.37		
6/26/2009	17976296	DBADJ	9305	1.80	-231.18		
6/10/2009		CRADJ	9316 Adjustment / site# 186970	-41.18	-232.98		
6/4/2009		CK# 64940	Check Rec'd	-1,157.36	-191.80		
6/3/2009		CRADJ	9330 adjustment	-1.74	965.56		
4/20/2009		CK# 63992	Check Rec'd	-100.00	967.30		
4/15/2009		CRADJ	9316 Adjustment / site# 182983	-114.00	1,067.30		
4/1/2009	17401389	RECUR	Recurring Billing	1,273.10	1,181.30		
3/21/2009	17340311	JOB	3-18-09 inspection completed. checked and teste	100.00	-91.80		
3/10/2009		CK# 62855	Check Rec'd	-200.00	-191.80		
2/25/2009		CRADJ	9316 Adjustment / site# 184797	-76.00	8.20		
2/9/2009		CK# 62225	Check Rec'd	-1,387.10	84.20		

Date	Invoice#	Type	Comment	Amount	Balance
2/7/2009	17062323	JOB	1-29-09 customer wanted phone line changed and	100.00	1,471.30
2/2/2009		CK# 61850	Check Rec'd	-154.00	1,371.30
1/21/2009		CK# 61585	Check Rec'd	-229.00	1,525.30
1/21/2009		CK# 61585	Check Rec'd	-220.00	1,754.30
1/21/2009	16947674	JOB	1-15-09 switched phone line to fax line. checked a	100.00	1,974.30
1/1/2009	16809459	RECUR	Recurring Billing	1,387.10	1,874.30
12/22/2008		CRADJ	9330 Adjustment	-136.55	487.20
12/22/2008		CRADJ	9330 Adjustment	-136.17	623.75
12/7/2008	16667652	JOB	11/14. Billing for invoice #102208, Moved phone l	365.17	759.92
12/7/2008	16667651	JOB	11/14. Billing for invoice #102207, Changed phoi	356.55	394.75
12/4/2008		CK# 60700	Check Rec'd	-508.00	38.20
12/1/2008	16664978	JOB	11-26-08--rewired panel to new phone # 847-679-	154.00	546.20
11/14/2008	16509239	JOB	11/10/08 moved panel line to another phone num	204.00	392.20
11/14/2008	16509237	JOB	11/10/08 moved panel line to another phone numl	304.00	188.20
10/30/2008		CRADJ	9316 Adjustment / site# 181379	-114.00	-115.80
10/20/2008		CK# 59422	Check Rec'd	-1,501.10	-1.80
10/1/2008	16221187	RECUR	Recurring Billing	1,501.10	1,499.30
9/8/2008		CK#		-1,501.10	-1.80
7/1/2008	15662962	RECUR	Recurring Billing	1,501.10	1,499.30
6/30/2008		CK# 56804	Check Rec'd	-304.00	-1.80
6/30/2008		CK# 56804	Check Rec'd	-34.15	302.20
6/14/2008	15562801	JOB	500120675 6/11/08 moved panel line to 773-281-i	304.00	336.35
6/14/2008	15562762	JOB	Shipped battery to site. Shipped UPS with trackin	34.15	32.35
6/5/2008		CK# 56074	Check Rec'd	-753.20	-1.80
5/19/2008		CK# 55667	Check Rec'd	-34.15	751.40
5/14/2008	15385420	JOB	500094357 5/5/08 CB# E.FFFC moved control pa	279.00	785.55
5/7/2008	15356332	JOB	500094362 5/5/08 switched phone line to fax line	113.80	506.55
5/7/2008	15356318	JOB	05/02/08 500094338 ja3002 per customer, tech cl	125.80	392.75
5/7/2008	15356259	JOB	500094335 serviced on 5/2/08 Installed DSL filter.	149.80	266.95
4/23/2008		CK# 54967	Check Rec'd	-1,501.10	117.15
4/14/2008	15207901	JOB	Shipped battery to site.	34.15	1,618.25
4/1/2008	15127434	RECUR	Recurring Billing	1,501.10	1,584.10
3/12/2008		CK# 53977	Check Rec'd	-98.60	83.00
3/7/2008	14990834	JOB	Reset the tripped hold-up button. Cleared the zon	84.80	181.60
2/29/2008		CK# 53579	Check Rec'd	-13.71	96.80
2/14/2008	14845807	JOB	Job# 500036675 Job done on 2/8/08 Repaired wii	96.80	110.51
1/31/2008		CK# 52835	Check Rec'd	-1,501.10	13.71
1/31/2008	14748690	JOB	Shipped (2) DNI, DL2032, duracell batteries, to th	13.71	1,514.81
1/17/2008		CK# 052518	Check Rec'd	-897.24	1,501.10
1/1/2008	14581967	RECUR	Recurring Billing	1,501.10	2,398.34
11/30/2007	14398920	JOB	Replaced the panel battery that was mailed to the	84.80	897.24
11/21/2007	14355341	JOB	Shipped battery to site.	34.15	812.44
11/19/2007		CK# 51169	Check Rec'd	-270.94	778.29
10/31/2007	14231519	JOB	Shipped (2) DNI 2035 batteries to the site.	13.71	1,049.23
10/31/2007	14231518	JOB	billing for invoice # 1468-39510, replaced batteri	236.59	1,035.52
10/31/2007	14231517	JOB	billing for invoice # 1486-39510, Replaced 2 panic	306.03	798.93
10/22/2007		CK# 050445	Check Rec'd	-1,585.90	492.90
10/21/2007	14191104	JOB	Shipped (1) ET219 mini wireless transmitter to the	161.16	2,078.80
10/14/2007	14155752	JOB	Tech replaced panel battery. Customer supplied b	60.80	1,917.64
10/12/2007		CK# 50176	Check Rec'd	-47.86	1,856.84
10/7/2007	14127824	JOB	billing for invoice # 39361, found keypad disconne	270.94	1,904.70
10/1/2007	14078792	RECUR	Recurring Billing	1,501.10	1,633.76
9/28/2007	14069816	JOB	Reprogrammed code on to keypad. All other code	84.80	132.66

Date	Invoice#	Type	Comment	Amount	Balance
9/7/2007	13963789	JOB	Shipped battery to site.	34.15	47.86
8/31/2007		CK# 49078	Check Rec'd	-30.42	13.71
8/31/2007	13907271	JOB	shipped (2) DNI, DL2032, 3v lithium batteries to t	13.71	44.13
8/2/2007		CK# 48316	Check Rec'd	-1,501.10	30.42
7/31/2007	13743857	JOB	shipped (2) PL123A, batteries to the site.	30.42	1,531.52
7/17/2007		CK# 47968	Check Rec'd	-60.80	1,501.10
7/2/2007		CRADJ	9305	-8.11	1,561.90
7/1/2007	13592868	RECUR	Recurring Billing	1,501.10	1,570.01
6/21/2007	13541299	JOB	Customer did not have code which is why alarm w	60.80	68.91
6/19/2007		CK# 47246	Check Rec'd	-84.80	8.11
5/24/2007		CK# 46592	Check Rec'd	-34.15	92.91
5/14/2007	13349550	JOB	replaced customer provided panel battery and all	84.80	127.06
5/7/2007		CK# 46347	Check Rec'd	-1,597.90	42.26
4/30/2007	13266974	JOB	shipped battery to site.	34.15	1,640.16
4/14/2007	13193247	JOB	Job Billing	104.91	1,606.01
4/1/2007	13120220	RECUR	Recurring Billing	1,501.10	1,501.10
2/12/2007		CK# 44033	Check Rec'd	-1,729.10	0.00
2/12/2007		CK# 44033	Check Rec'd	-35.86	1,729.10
1/3/2007		CRADJ	9316 Adjustment / site# 181374	-114.00	1,764.96
1/1/2007	12650368	RECUR	Recurring Billing	1,843.10	1,878.96
12/19/2006		CK# 42640	Check Rec'd	-213.16	35.86
11/21/2006	12448440	JOB	shipped battery to site	37.01	249.02
11/21/2006	12448439	JOB	shipped battery to site	34.15	212.01
11/15/2006	12446644	JOB	Replaced the silent hold-up switch. Tested norma	57.20	177.86
11/14/2006	12414694	JOB	Shipped battery to site□□	35.86	120.66
11/14/2006	12414693	JOB	Silent panic button zone 5 found to be bad. No rep	84.80	84.80
11/10/2006		CK# 41624	Check Rec'd	-1,957.10	0.00
10/1/2006	12192594	RECUR	Recurring Billing	1,957.10	1,957.10
9/28/2006		CK# 40402	Check Rec'd	-84.80	0.00
8/14/2006	11962366	JOB	Tech checked opening and closing codes with 3 u	84.80	84.80
8/3/2006		CK# 39195	Check Rec'd	-2,255.13	0.00
7/1/2006	11748128	RECUR	Recurring Billing	1,957.10	2,255.13
6/23/2006		CK# 37976	Check Rec'd	-268.92	298.03
6/21/2006	11698990	JOB	Billing for invoice 99703-Tech checked 3 panic bu	298.03	566.95
5/14/2006	11525580	JOB	replace control panel battery and transformer. che	131.81	268.92
5/8/2006		CK# 36983	Check Rec'd	-1,957.10	137.11
5/1/2006	11451658	JOB	REPLACED BATTERY AND TRANSFORMER A	137.11	2,094.21
4/25/2006		CK# 36462	Check Rec'd	-72.80	1,957.10
4/1/2006	11317394	RECUR	Recurring Billing	1,957.10	2,029.90
3/15/2006		CK# 35342	Check Rec'd	-72.80	72.80
3/2/2006		CK# 34880	Check Rec'd	-106.95	145.60
2/28/2006	11166152	JOB	Tech reset zone 6 holdup button. Checked and te	72.80	252.55
2/14/2006	11098014	JOB	Customer number 1 key is wearing out. Tech clea	72.80	179.75
2/7/2006	11074192	JOB	shipped battery	34.15	106.95
1/30/2006		CK# 34026	Check Rec'd	-1,957.10	72.80
1/21/2006	10988969	JOB	Tech was out and reset the panic button	72.80	2,029.90
1/1/2006	10894741	RECUR	Recurring Billing	1,957.10	1,957.10
12/6/2005		CK# 32695	Check Rec'd	-2,202.10	0.00
10/27/2005		CK# 31420	Check Rec'd	-199.00	2,202.10
10/1/2005	10480180	RECUR	Recurring Billing	1,957.10	2,401.10
9/28/2005	10469199	JOB	Billing for invoice 62766. Tech was onsite replac	245.00	444.00
8/31/2005	10333205	JOB	Billing for invoice 62494. Tech was onsite and tu	199.00	199.00
8/1/2005		CK# 28778	Check Rec'd	-1,957.10	0.00

Date	Invoice#	Type	Comment	Amount	Balance
7/7/2005		CK# 27972	Check Rec'd	-167.98	1,957.10
7/1/2005	10080958	RECUR	Recurring Billing	1,957.10	2,125.08
6/7/2005	9980936	JOB	Billing for invoice AB-412329. Tech tested system	167.98	167.98
5/9/2005		CK# 26574	Check Rec'd	-1,957.67	0.00
4/27/2005		CK# 26071	Check Rec'd	-204.00	1,957.67
4/1/2005	9690866	RECUR	Recurring Billing	1,957.67	2,161.67
3/21/2005	9646747	JOB	Billing for invoice 13628 tech was out and relocat	204.00	204.00
3/15/2005		CK# 24938	Check Rec'd	-163.00	0.00
3/2/2005		CK# 24280	Check Rec'd	-2,093.67	163.00
2/14/2005	9492744	JOB	Remote Program Charge	20.00	2,256.67
1/21/2005	9396423	JOB	billing for invoice#12420 tech was out found AC ci	143.00	2,236.67
1/1/2005	9312322	RECUR	Recurring Billing	1,957.67	2,093.67
12/30/2004	9301409	JOB	Billing for invoice 12181 tech found system transf	116.00	136.00
12/14/2004	9239702	JOB	SERVICE LABOR	20.00	20.00
12/7/2004		CK# 22436	Check Rec'd	-97.73	0.00
10/26/2004		CK# 21115	Check Rec'd	-1,957.67	97.73
10/14/2004	8992795	JOB	Checked and metered both transformers in charg	76.00	2,055.40
10/14/2004	8992789	JOB	Remote Program Charge	21.73	1,979.40
10/1/2004	8940083	RECUR	Recurring Billing	1,957.67	1,957.67
9/30/2004		CK# 20333	Check Rec'd	-252.63	0.00
9/17/2004		CK# 20052	Check Rec'd	-204.00	252.63
9/7/2004	8844348	JOB	SHIPPED 2-DL2032 BATTERIES TO CUSTOMER	13.74	456.63
8/31/2004	8803813	JOB	SHIPPED PANEL BATTERY TO CUSTOMER	36.54	442.89
8/21/2004	8772247	JOB	replaced bad battery on wireless panic zone16. fo	86.35	406.35
8/9/2004	8743441	JOB	billing for invoice p932 tech tested system and	116.00	320.00
8/4/2004		CK# 18864	Check Rec'd	-1,957.67	204.00
7/30/2004	8683022	JOB	Replaced rear motion that had damaged lense. T	204.00	2,161.67
7/2/2004		CK# 17770	Check Rec'd	-250.20	1,957.67
7/1/2004	8575172	RECUR	Recurring Billing	1,957.67	2,207.87
5/13/2004		CK# 16777	Check Rec'd	-1,989.22	250.20
4/30/2004	8329344	JOB	Replaced Battery and transmitter all ok	250.20	2,239.42
4/29/2004		CK# 16305	Check Rec'd	-72.00	1,989.22
4/12/2004		CK# 15928	Check Rec'd	-10.74	2,061.22
4/12/2004		CK# 15928	Check Rec'd	-2.35	2,071.96
4/1/2004	8224906	RECUR	Recurring Billing	1,952.68	2,074.31
3/21/2004	8182541	JOB	Flat Service Rate	72.00	121.63
3/14/2004	8156881	JOB	SHIPPED PANEL BATTERY TO CUSTOMER	36.54	49.63
3/7/2004	8134609	JOB	SHIPPED 1-DL2032 BATTERY TO CUSTOMER	10.74	13.09
2/28/2004	8097792	JOB	Rewired phone line. Changed battery in zone 10	2.35	2.35



439401
200107383

174 Corn Hill Road * Warrendale PA 15086* 724-741-3500

ADDENDUM TO COMMERCIAL AGREEMENT

This is an ADDENDUM to the COMMERCIAL AGREEMENT by and between Guardian Protection Services, Inc. ("Seller") and Jennifer Conables ("Purchaser") dated as of November 11, 1999 (the "Agreement"). Located at the Following (Site)

Name: Jennifer Conables Prospect # 631355
Address: 697 East Golf Rd PAGE _____ OF _____ PAGES
City: Schaumburg IL Zip 60173

2	Ademco Wireless Door/Window Transmitter
2	Door/Window Contact
1	Ademco 8 Zone Wireless Receiver
1	Ademco Wireless Motion Detector w/Pet Immunity
1	Ademco Hand Held Wireless Panic Transmitter
1	Ademco Wireless Glassbreak Detector
1	United Security Products Hard Wired Panic Button

Activation of existing System & monitoring

<input checked="" type="checkbox"/> CELLULAR (Purchaser's Initials) SERVICES PROVIDED <input type="checkbox"/> DECLINED	LINE BACKUP TOTAL PRICE* (\$ Subject to applicable tax)	\$ 973.20
-------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------	-----------

By affixing their signatures where indicated, the parties agree that this ADDENDUM is made part of the AGREEMENT as of the date indicated below.

By: _____ (Seller's signature)
By: _____ (Purchaser's signature)

Date: _____ Date: _____



GUARDIAN

protection services
One of the Armstrong Group of Companies

Worn Hill Road * Warrendale PA 15086* 724-741-3500

ADDENDUM TO COMMERCIAL AGREEMENT

This is an ADDENDUM to:
Inc. ("Seller") and Jennifer
dated as of November

COMMERCIAL AGREEMENT by and between Guardian Protection Services,
Articles ("Purchaser")

009 (the "Agreement"). Located at the Following (Site)

Name: Jennifer C

les

Prospect # 631355

Address: 697 East C

ad

PAGE OF PAGES

City: Schaumb

IL

Zip 60173

☒ Relocation

181376
e # 181355

☒ Relo of ex

Guardian System

Tr for
Mon

181376

☒ CELLULAR
(Purchaser's Initials) SERVICES
DECLINED

LINE BACKUP

TOTAL PRICE*

ATED TO AND
PESER

(*Subject to applicable tax)

\$

1,350.00

By affixing their signatures to
AGREEMENT as of the date

dated, the parties agree that this ADDENDUM is made part of the
below.

By: _____
(Seller's signature)

By: _____
(Purchaser's signature)

Date: _____

Date: _____

United States Bankruptcy Court
Southern District of New York**Notice of Bankruptcy Case Filing**

A bankruptcy case concerning the debtor(s) listed below was filed under Chapter 11 of the United States Bankruptcy Code, entered on 07/18/2010 at 8:34 PM and filed on 07/19/2010.

\$1,383.47

Jennifer Convertibles, Inc.
417 Croosways Park Drive
Woodbury, NY 11797
Tax ID / EIN: 11-2824646

The case was filed by the debtor's attorney:

Michael S. Fox
Olshan Grundman Frome
& Wolosky, LLP
Park Avenue Tower
65 E. 55th Street
New York, NY 10022
(212) 451-2300

The case was assigned case number 10-13779-alg to Judge Allan L. Gropper.

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not extend at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a claim or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

If you would like to view the bankruptcy petition and other documents filed by the debtor, they are available at our Internet homepage <http://ecf.nysb.uscourts.gov> or at the Clerk's Office, One Bowling Green, New York, NY 10004-1408.

You may be a creditor of the debtor. If so, you will receive an additional notice from the court setting forth important deadlines.

Vito Genna
Clerk, U.S. Bankruptcy

JENNIFER CONVERTIBLES INC
 417 CROSSWAYS PARK DR
 ATTN: LESLIE FALCHOOK
 WOODBURY NY 11797

Date 8/2/2010
 Customer# 439401
 Balance -202.03

0-30	31-60	61-90	91-120	121-180	Over 180	Unapplied	Deposit
105.15						-307.18	
Date	Invoice#	Type	Comment	Amount	Balance		
8/2/2010		CRADJ	9206 adjustment	-55.22	-202.03		
8/2/2010		CRADJ	9206 adjustment	-500.00	-146.81		
8/2/2010		CRADJ	9206 adjustment	-500.00	353.19		
8/2/2010		CRADJ	9206 adjustment	-207.25	853.19		
8/2/2010		CRADJ	9206 adjustment	-121.00	1,060.44		
7/20/2010	20621658	JOB	6/11/10 Billing for invoice# 33116, moved system	105.15	1,181.44		
7/13/2010	20567161	JOB	6/19/10 Billing for invoice# S1309, Replaced batte	207.25	1,076.29		
7/1/2010	20472889	RECUR	Recurring Billing	1,055.22	869.04		
6/22/2010		CRADJ	Cancel s-181367	-38.00	-186.18		
6/22/2010		CRADJ	Cancel s-185821	-38.00	-148.18		
6/4/2010		CK# 73837	Check Rec'd	-1,283.78	-110.18		
5/6/2010	20091335	JOB	5/3 Connected system to 215-997-8847 phone lir	121.00	1,173.60		
4/1/2010	19827372	RECUR	Recurring Billing	1,283.78	1,052.60		
3/8/2010		CK# 72190	Check Rec'd	-1,150.12	-231.18		
1/1/2010	19208316	RECUR	Recurring Billing	1,150.12	918.94		
12/17/2009		CK# 1274	Check Rec'd	-973.20	-231.18		
12/11/2009	19091649	JOB	Relocation of existing system	568.20	742.02		
11/12/2009	18890393	JOBPRO	Relocation of existing system	405.00	173.82		
11/2/2009		CK# 69085	Check Rec'd	-1,036.12	-231.18		
10/1/2009	18595454	RECUR	Recurring Billing	1,036.12	804.94		
8/24/2009		CK# 67236	Check Rec'd	-37.01	-231.18		
7/13/2009		CK# 66074	Check Rec'd	-1,035.55	-194.17		
7/7/2009	18050069	JOB	7/6 SHIPPED BATTERY TO THE SITE. TRACKII	37.01	841.38		
7/1/2009	17993892	RECUR	Recurring Billing	1,035.55	804.37		
6/26/2009	17976296	DBADJ	9305	1.80	-231.18		
6/10/2009		CRADJ	9316 Adjustment / site# 186970	-41.18	-232.98		
6/4/2009		CK# 64940	Check Rec'd	-1,157.36	-191.80		
6/3/2009		CRADJ	9330 adjustment	-1.74	965.56		
4/20/2009		CK# 63992	Check Rec'd	-100.00	967.30		
4/15/2009		CRADJ	9316 Adjustment / site# 182983	-114.00	1,067.30		
4/1/2009	17401389	RECUR	Recurring Billing	1,273.10	1,181.30		
3/21/2009	17340311	JOB	3-18-09 inspection completed. checked and teste	100.00	-91.80		
3/10/2009		CK# 62855	Check Rec'd	-200.00	-191.80		
2/25/2009		CRADJ	9316 Adjustment / site# 184797	-76.00	8.20		
2/9/2009		CK# 62225	Check Rec'd	-1,387.10	84.20		
2/7/2009	17062323	JOB	1-29-09 customer wanted phone line changed and	100.00	1,471.30		
2/2/2009		CK# 61850	Check Rec'd	-154.00	1,371.30		
1/21/2009		CK# 61585	Check Rec'd	-229.00	1,525.30		
1/21/2009		CK# 61585	Check Rec'd	-220.00	1,754.30		
1/21/2009	16947674	JOB	1-15-09 switched phone line to fax line. checked e	100.00	1,974.30		
1/1/2009	16809459	RECUR	Recurring Billing	1,387.10	1,874.30		
12/22/2008		CRADJ	9330 Adjustment	-136.55	487.20		

Date	Invoice#	Type	Comment	Amount	Balance
12/22/2008		CRADJ	9330 Adjustment	-136.17	623.75
12/7/2008	16667652	JOB	11/14. Billing for invoice #102208, Moved phone l	365.17	759.92
12/7/2008	16667651	JOB	11/14. Billing for invoice #102207, Changed phoi	356.55	394.75
12/4/2008		CK# 60700	Check Rec'd	-508.00	38.20
12/1/2008	16664978	JOB	11-26-08--rewired panel to new phone # 847-679-	154.00	546.20
11/14/2008	16509239	JOB	11/10/08 moved panel line to another phone num	204.00	392.20
11/14/2008	16509237	JOB	11/10/08 moved panel line to another phone numl	304.00	188.20
10/30/2008		CRADJ	9316 Adjustment / site# 181379	-114.00	-115.80
10/20/2008		CK# 59422	Check Rec'd	-1,501.10	-1.80
10/1/2008	16221187	RECUR	Recurring Billing	1,501.10	1,499.30
9/8/2008		CK#		-1,501.10	-1.80
7/1/2008	15662962	RECUR	Recurring Billing	1,501.10	1,499.30
6/30/2008		CK# 56804	Check Rec'd	-304.00	-1.80
6/30/2008		CK# 56804	Check Rec'd	-34.15	302.20
6/14/2008	15562801	JOB	500120675 6/11/08 moved panel line to 773-281-l	304.00	336.35
6/14/2008	15562762	JOB	Shipped battery to site. Shipped UPS with trackin	34.15	32.35
6/5/2008		CK# 56074	Check Rec'd	-753.20	-1.80
5/19/2008		CK# 55667	Check Rec'd	-34.15	751.40
5/14/2008	15385420	JOB	500094357 5/5/08 CB# E.FFFC moved control pa	279.00	785.55
5/7/2008	15356332	JOB	500094362 5/5/08 switched phone line to fax line	113.80	506.55
5/7/2008	15356318	JOB	05/02/08 500094338 ja3002 per customer, tech cl	125.80	392.75
5/7/2008	15356259	JOB	500094335 serviced on 5/2/08 Installed DSL filter.	149.80	266.95
4/23/2008		CK# 54967	Check Rec'd	-1,501.10	117.15
4/14/2008	15207901	JOB	Shipped battery to site.	34.15	1,618.25
4/1/2008	15127434	RECUR	Recurring Billing	1,501.10	1,584.10
3/12/2008		CK# 53977	Check Rec'd	-98.60	83.00
3/7/2008	14990834	JOB	Reset the tripped hold-up button. Cleared the zon	84.80	181.60
2/29/2008		CK# 53579	Check Rec'd	-13.71	96.80
2/14/2008	14845807	JOB	Job# 500036675 Job done on 2/8/08 Repaired wil	96.80	110.51
1/31/2008		CK# 52835	Check Rec'd	-1,501.10	13.71
1/31/2008	14748690	JOB	Shipped (2) DNI, DL2032, duracell batteries, to th	13.71	1,514.81
1/17/2008		CK# 052518	Check Rec'd	-897.24	1,501.10
1/1/2008	14581967	RECUR	Recurring Billing	1,501.10	2,398.34
11/30/2007	14398920	JOB	Replaced the panel battery that was mailed to the	84.80	897.24
11/21/2007	14355341	JOB	Shipped battery to site.	34.15	812.44
11/19/2007		CK# 51169	Check Rec'd	-270.94	778.29
10/31/2007	14231519	JOB	Shipped (2) DNI 2035 batteries to the site.	13.71	1,049.23
10/31/2007	14231518	JOB	billing for invoice # 1468-39510, replaced batteri	236.59	1,035.52
10/31/2007	14231517	JOB	billing for invoice # 1486-39510, Replaced 2 panic	306.03	798.93
10/22/2007		CK# 050445	Check Rec'd	-1,585.90	492.90
10/21/2007	14191104	JOB	Shipped (1) ET219 mini wireless transmitter to the	161.16	2,078.80
10/14/2007	14155752	JOB	Tech replaced panel battery. Customer supplied t	60.80	1,917.64
10/12/2007		CK# 50176	Check Rec'd	-47.86	1,856.84
10/7/2007	14127824	JOB	billing for invoice # 39361, found keypad disconne	270.94	1,904.70
10/1/2007	14078792	RECUR	Recurring Billing	1,501.10	1,633.76
9/28/2007	14069816	JOB	Reprogrammed code on to keypad. All other code	84.80	132.66
9/7/2007	13963789	JOB	Shipped battery to site.	34.15	47.86
8/31/2007		CK# 49078	Check Rec'd	-30.42	13.71
8/31/2007	13907271	JOB	shipped (2) DNI, DL2032, 3v lithium batteries to t	13.71	44.13
8/2/2007		CK# 48316	Check Rec'd	-1,501.10	30.42
7/31/2007	13743857	JOB	shipped (2) PL123A, batteries to the site.	30.42	1,531.52
7/17/2007		CK# 47968	Check Rec'd	-60.80	1,501.10
7/2/2007		CRADJ	9305	-8.11	1,561.90

Date	Invoice#	Type	Comment	Amount	Balance
7/1/2007	13592868	RECUR	Recurring Billing	1,501.10	1,570.01
6/21/2007	13541299	JOB	Customer did not have code which is why alarm w	60.80	68.91
6/19/2007		CK# 47246	Check Rec'd	-84.80	8.11
5/24/2007		CK# 46592	Check Rec'd	-34.15	92.91
5/14/2007	13349550	JOB	replaced customer provided panel battery and all	84.80	127.06
5/7/2007		CK# 46347	Check Rec'd	-1,597.90	42.26
4/30/2007	13266974	JOB	shipped battery to site.	34.15	1,640.16
4/14/2007	13193247	JOB	Job Billing	104.91	1,606.01
4/1/2007	13120220	RECUR	Recurring Billing	1,501.10	1,501.10
2/12/2007		CK# 44033	Check Rec'd	-1,729.10	0.00
2/12/2007		CK# 44033	Check Rec'd	-35.86	1,729.10
1/3/2007		CRADJ	9316 Adjustment / site# 181374	-114.00	1,764.96
1/1/2007	12650368	RECUR	Recurring Billing	1,843.10	1,878.96
12/19/2006		CK# 42640	Check Rec'd	-213.16	35.86
11/21/2006	12448440	JOB	shipped battery to site	37.01	249.02
11/21/2006	12448439	JOB	shipped battery to site	34.15	212.01
11/15/2006	12446644	JOB	Replaced the silent hold-up switch. Tested norma	57.20	177.86
11/14/2006	12414694	JOB	Shipped battery to site□□	35.86	120.66
11/14/2006	12414693	JOB	Silent panic button zone 5 found to be bad. No rep	84.80	84.80
11/10/2006		CK# 41624	Check Rec'd	-1,957.10	0.00
10/1/2006	12192594	RECUR	Recurring Billing	1,957.10	1,957.10
9/28/2006		CK# 40402	Check Rec'd	-84.80	0.00
8/14/2006	11962366	JOB	Tech checked opening and closing codes with 3 u	84.80	84.80
8/3/2006		CK# 39195	Check Rec'd	-2,255.13	0.00
7/1/2006	11748128	RECUR	Recurring Billing	1,957.10	2,255.13
6/23/2006		CK# 37976	Check Rec'd	-268.92	298.03
6/21/2006	11698990	JOB	Billing for invoice 99703-Tech checked 3 panic bu	298.03	566.95
5/14/2006	11525580	JOB	replace control panel battery and transformer. che	131.81	268.92
5/8/2006		CK# 36983	Check Rec'd	-1,957.10	137.11
5/1/2006	11451658	JOB	REPLACED BATTERY AND TRANSFORMER A	137.11	2,094.21
4/25/2006		CK# 36462	Check Rec'd	-72.80	1,957.10
4/1/2006	11317394	RECUR	Recurring Billing	1,957.10	2,029.90
3/15/2006		CK# 35342	Check Rec'd	-72.80	72.80
3/2/2006		CK# 34880	Check Rec'd	-106.95	145.60
2/28/2006	11166152	JOB	Tech reset zone 6 holdup button. Checked and te	72.80	252.55
2/14/2006	11098014	JOB	Customer number 1 key is wearing out. Tech clea	72.80	179.75
2/7/2006	11074192	JOB	shipped battery	34.15	106.95
1/30/2006		CK# 34026	Check Rec'd	-1,957.10	72.80
1/21/2006	10988969	JOB	Tech was out and reset the panic button	72.80	2,029.90
1/1/2006	10894741	RECUR	Recurring Billing	1,957.10	1,957.10
12/6/2005		CK# 32695	Check Rec'd	-2,202.10	0.00
10/27/2005		CK# 31420	Check Rec'd	-199.00	2,202.10
10/1/2005	10480180	RECUR	Recurring Billing	1,957.10	2,401.10
9/28/2005	10469199	JOB	Billing for invoice 62766. Tech was onsite replac	245.00	444.00
8/31/2005	10333205	JOB	Billing for invoice 62494. Tech was onsite and tu	199.00	199.00
8/1/2005		CK# 28778	Check Rec'd	-1,957.10	0.00
7/7/2005		CK# 27972	Check Rec'd	-167.98	1,957.10
7/1/2005	10080958	RECUR	Recurring Billing	1,957.10	2,125.08
6/7/2005	9980936	JOB	Billing for invoice AB-412329. Tech tested system	167.98	167.98
5/9/2005		CK# 26574	Check Rec'd	-1,957.67	0.00
4/27/2005		CK# 26071	Check Rec'd	-204.00	1,957.67
4/1/2005	9690866	RECUR	Recurring Billing	1,957.67	2,161.67
3/21/2005	9646747	JOB	Billing for invoice 13628 tech was out and relocat	204.00	204.00

Date	Invoice#	Type	Comment	Amount	Balance
3/15/2005		CK# 24938	Check Rec'd	-163.00	0.00
3/2/2005		CK# 24280	Check Rec'd	-2,093.67	163.00
2/14/2005	9492744	JOB	Remote Program Charge	20.00	2,256.67
1/21/2005	9396423	JOB	billing for invoice#12420 tech was out found AC ci	143.00	2,236.67
1/1/2005	9312322	RECUR	Recurring Billing	1,957.67	2,093.67
12/30/2004	9301409	JOB	Billing for invoice 12181 tech found system transf	116.00	136.00
12/14/2004	9239702	JOB	SERVICE LABOR	20.00	20.00
12/7/2004		CK# 22436	Check Rec'd	-97.73	0.00
10/26/2004		CK# 21115	Check Rec'd	-1,957.67	97.73
10/14/2004	8992795	JOB	Checked and metered both transformers in charg	76.00	2,055.40
10/14/2004	8992789	JOB	Remote Program Charge	21.73	1,979.40
10/1/2004	8940083	RECUR	Recurring Billing	1,957.67	1,957.67
9/30/2004		CK# 20333	Check Rec'd	-252.63	0.00
9/17/2004		CK# 20052	Check Rec'd	-204.00	252.63
9/7/2004	8844348	JOB	SHIPPED 2-DL2032 BATTERIES TO CUSTOMER	13.74	456.63
8/31/2004	8803813	JOB	SHIPPED PANEL BATTERY TO CUSTOMER	36.54	442.89
8/21/2004	8772247	JOB	replaced bad battery on wireless panic zone16. fo	86.35	406.35
8/9/2004	8743441	JOB	billing for invoice p932 tech tested system and .	116.00	320.00
8/4/2004		CK# 18864	Check Rec'd	-1,957.67	204.00
7/30/2004	8683022	JOB	Replaced rear motion that had damaged lense. T	204.00	2,161.67
7/2/2004		CK# 17770	Check Rec'd	-250.20	1,957.67
7/1/2004	8575172	RECUR	Recurring Billing	1,957.67	2,207.87
5/13/2004		CK# 16777	Check Rec'd	-1,989.22	250.20
4/30/2004	8329344	JOB	Replaced Battery and transmitter all ok	250.20	2,239.42
4/29/2004		CK# 16305	Check Rec'd	-72.00	1,989.22
4/12/2004		CK# 15928	Check Rec'd	-10.74	2,061.22
4/12/2004		CK# 15928	Check Rec'd	-2.35	2,071.96
4/1/2004	8224906	RECUR	Recurring Billing	1,952.68	2,074.31
3/21/2004	8182541	JOB	Flat Service Rate	72.00	121.63
3/14/2004	8156881	JOB	SHIPPED PANEL BATTERY TO CUSTOMER	36.54	49.63
3/7/2004	8134609	JOB	SHIPPED 1-DL2032 BATTERY TO CUSTOMER	10.74	13.09
2/28/2004	8097792	JOB	Rewired phone line. Changed battery in zone 10	2.35	2.35

APR-20-99 TUE 11:35 AM

FAX NO.

P. 06/08

JOB # 29981003

4-28-99



One of the Armstrong Group of Companies
850 Ridge Road • Pittsburgh, PA 15205 • 412-780-2580

COMMERCIAL AGREEMENT

THIS AGREEMENT is made this 1st day of MAY, 19 99, by and between Guardian Protection Services, Inc. ("Seller") and JENNIFER CONVERTIBLES/ID ("Purchaser") for services to be performed at 730 W. DIVERSY PKWY, CHICAGO, IL 60614 ("the Premises").

The Services (as described below) shall include (check appropriate boxes):

- ☐ the sale and installation of an emergency detection and reporting system (the "System");
- ☒ the lease and installation of the System; and for
- ☒ monitoring services for the System or an existing system.

Phone: _____

The cost and description of the System/Services are as follows:

DESCRIPTION	COST
1 - CONTROL PANEL VISTA 20	Installation: NO CHARGE
1 - KEYPAD AP-6129	Less Deposit: N/A
1 - T/E IN EXISTING PARTS	Balance Due: N/A
LOT - NON-UNION LABOR, WIRE & MISC PARTS	(*Subject to Applicable Tax)
CUSTOMER RESPONSIBLE FOR AC POWER OUTLET, TRUE.	Payable as follows: _____
SERVICE & PERMIT FEES	
<p><i>W. Please devices need to be call for fail to open and late open before</i></p>	
Monthly Leasing Fee	\$ _____
Monthly Monitoring Fee	\$ _____
Monthly Open/Close Reports	\$ _____
TOTAL MONTHLY CHARGES*	\$ 38.00
(*Subject to Applicable Tax.)	
SPECIAL CONDITIONS: BILL QUARTERLY -	
BILL TO: JENNIFER CONVERTIBLES, INC.	
617 CROSSWAYS PARK DR., WOODBURY, NY 11797	

PLEASE READ THE TERMS AND CONDITIONS
ON THE FRONT AND BACK OF THIS AGREEMENT BEFORE SIGNING.

A. Terms Applying to Installation of Equipment

- Purchaser authorizes and requests Seller to install or cause to be installed the protection system on the Premises. Seller shall be responsible for the cost of the system, including but not limited to the cost of the equipment, labor, materials, and permits. Seller shall be responsible for the cost of the system, including but not limited to the cost of the equipment, labor, materials, and permits.
- There may be a one time installation fee to help the necessary telephone capacity that may be used for any reason Seller is unable to install the system, such as the installation of the appropriate telephone capacity and based directly on Purchaser.
- Purchaser has the responsibility to be aware of the need for the installation of the equipment, and to ensure that the equipment is installed in a safe and secure location. Seller shall be responsible for the cost of the equipment, labor, materials, and permits.

B. Terms Applying to Sale

- The System shall remain the personal property of Seller until they have been paid in full by Purchaser. Seller shall retain the right to remove the System from the Premises if Purchaser fails to pay for the System within the time specified in this Agreement. Seller shall be responsible for the cost of the equipment, labor, materials, and permits.
- Under the Machine Use Law, any person who holds a license to operate a motor vehicle and who is found to be operating a motor vehicle while under the influence of alcohol or drugs shall be liable for the cost of the equipment, labor, materials, and permits.
- Purchaser agrees to keep the System fully insured while it is located on the Premises. Seller shall be responsible for the cost of the equipment, labor, materials, and permits.

C. Terms Applying to Lease

- Purchaser is the owner, tenant, or lessee of the Premises and in this Agreement, Purchaser shall be deemed to be the owner of the Premises for all purposes.
- Purchaser hereby agrees to pay the monthly lease fee for the period of _____ months, the period commencing on the date of the completion of the equipment.
- Purchaser agrees to pay the "lease" or "rental" charges listed in this Agreement and to pay the "Total Monthly Charges" noted above.
- It is agreed by the parties that this Agreement shall remain in full force and effect for a period equal to the term of the lease of the Premises. If the lease of the Premises is terminated, this Agreement shall terminate on the date of the termination of the lease. Purchaser shall be responsible for the cost of the equipment, labor, materials, and permits.
- Purchaser authorizes and requests Seller to maintain and service the protection system and to make any necessary repairs. Seller shall be responsible for the cost of the equipment, labor, materials, and permits.
- Purchaser acknowledges and agrees that this Agreement is for the provision of service and that Seller is not responsible for the cost of the equipment, labor, materials, and permits.

ACKNOWLEDGMENT OF PURCHASER

BY SIGNED THIS AGREEMENT PURCHASER ACKNOWLEDGES THAT THE SYSTEM IS ONLY A DETECTION AND REPORTING SYSTEM AND IS NOT A SUBSTITUTE FOR FIRE DEPARTMENT RESPONSE. PURCHASER FURTHER ACKNOWLEDGES THAT SELLER IS NOT AN INSURER AND THAT PURCHASER'S INSURANCE COVERAGE SHALL BE THE ONLY SOURCE OF PROTECTION FOR PURCHASER'S PROPERTY. PURCHASER SHALL BE RESPONSIBLE FOR THE COST OF THE EQUIPMENT, LABOR, MATERIALS, AND PERMITS.

GUARDIAN PROTECTION SERVICES, INC.

By: _____

THAT SELLER HAS MADE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED HEREIN, AND THAT SELLER SHALL BE RESPONSIBLE FOR THE COST OF THE EQUIPMENT, LABOR, MATERIALS, AND PERMITS.

Purchaser: _____

By: _____

MANAGEMENT ACCEPTANCE

INDIVIDUAL QUANTITIES

CP-99-001 Rev. 1/97

D. Terms Applying to Monitoring Service

1. **Obligation.** The Purchaser and Seller agree that Seller's only obligation under the Monitoring Service portion of this Agreement shall be to monitor signals received and to respond thereto. Seller, upon the receipt of a signal from the Purchaser's Premises, shall make every reasonable effort to transmit notification of the alarm promptly to the police, fire or other authorities and/or the person or persons whose names and telephone numbers are set forth in the "Responsible Party Data", unless there is just cause to assume that an emergency condition does not exist.
2. **Termination.** In the event that the Purchaser fails or refuses to make payment for services furnished or to be furnished, Seller will give the Purchaser at least thirty (30) days notice of termination of such services and, upon giving such notice, this agreement and all of Seller's responsibilities hereunder shall come to an end as if the date fixed in such notice was the term fixed in the Agreement between Seller and the Purchaser. Purchaser shall be liable to Seller for the amounts due for the original or extended term as set forth under "Default By Purchaser" herein. Also this Agreement may be suspended, at Seller's option, should the Purchaser's security equipment become so substantially damaged that further service is impracticable.
3. **Renewal.** The term of the Monitoring Services Agreement shall be ~~three (3)~~ ^{three (3)} years from the date service is to be provided under this Agreement or the date this Agreement is signed by Purchaser, whichever ever is later. Purchaser agrees to pay the "Total Monthly Charges" listed on the reverse. This Agreement shall automatically, without action by either party, extend and renew itself under the same terms and conditions for successive periods of ~~one (1)~~ ^{one (1)} years each after the initial period unless either party gives to the other at least thirty (30) days written notice prior to the expiration date of its intention to terminate this agreement upon its original or any renewed expiration date. Time is of the essence with respect to such termination notice. This Agreement is subject to increases in the amount of the monitoring fees. In the event an increase in monitoring fees will occur, Seller will notify the Purchaser, in writing, no later than forty-five (45) days before the increase is to take effect. The Purchaser will have twenty (20) days from the date notice is received to withdraw from this Monitoring Services Agreement, provided that Seller may rescind the increase within such forty-five (45) day period and resume the previously charged monitoring fees thereby binding the Purchaser to the full term of this Agreement.
4. **Return of Equipment.** The Purchaser acknowledges that the digital control device and any wireless communication equipment used in conjunction with central station monitoring is the property of Seller, and in the event that this Agreement should be terminated or cancelled, or monitoring services ended, Seller has the right to remove said devices during regular business hours upon notice to the Purchaser.
5. **Interruption and Communications.** Seller shall not be obligated to perform any monitoring service hereunder during any time when the Purchaser's telephone system shall not be working since signals to Seller are received solely by means of telephonic communication. Seller assumes no liability for interruption of service due to strike, war, riots, floods, fire, winds, snow, natural causes or any other causes beyond the control of Seller including interruption in the electrical utility service. Seller will not be required to supply service to the Purchaser while interruption of service due to any such cause shall prevail or continue. Where radio is used as a means of alarm transmission, Seller shall likewise not be obligated to perform monitoring services when radio reception is hindered by man-made static, by static of natural causes or by natural phenomena, such as sunspot activity or solar winds.
6. **Police and Fire Department Connected Alarms.** Purchaser acknowledges that if the signals transmitted from Purchaser's premises will be monitored in municipal police and/or fire departments or other locations, that the personnel of such municipal police and/or fire department or other location are not agents of Seller, nor does Seller assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.
7. **Suspension of Cancellation of this System.** This Agreement may be suspended or cancelled, without notice at the option of Seller, if Seller's or Purchaser's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event that Seller is unable to render service as a result of any action by any governmental authority.

GENERAL TERMS AND CONDITIONS

1. Limited Warranties for Seller-Installed Systems

- (a) **Limited Installation Warranty.** Seller warrants that installation will be completed in accordance with the standard installation procedures of Seller. The Installation Warranty shall commence upon completion of installation and shall expire ~~one (1)~~ ^{one (1)} year thereafter unless otherwise agreed in writing between Seller and Purchaser.

(i) **Remedy.** Seller agrees to correct any defect in workmanship or materials which arises from improper installation if such defect occurs within the installation warranty period and during normal or proper use of the System.

- (b) **Limited Equipment Warranty.** Seller warrants that the equipment listed on the front of this Agreement (the "Equipment") will be new when installed, will conform to the Equipment ordered by the Purchaser, and will be free from defects. The Equipment Warranty shall commence upon the completion of installation and shall expire ~~one (1)~~ ^{one (1)} year thereafter unless otherwise agreed in writing between Seller and Purchaser.

(i) **Remedy.** (A) Seller agrees to replace, at its expense, any Equipment that does not conform to the Equipment ordered by the Purchaser. (B) Seller agrees to furnish a replacement part for any portion of the System that proves to be defective in workmanship or material under normal use within the limited equipment warranty period. Seller may use reconditioned parts in fulfillment of this obligation. Replacement parts are warranted only for the unexpired term of the original warranty. (C) Seller agrees to remove, send to the manufacturer, and reinstall, at Seller's expense, any Equipment not manufactured by Seller that is warranted and that proves to be defective in workmanship or material under normal use.

- (c) **Exclusions.** The Limited Warranties do not apply to Systems that have been damaged by acts not within the Seller's control including but not limited to accident, power surges or brownouts, defective or discharged batteries, abuse, lack of proper maintenance, alterations not authorized by Seller, misapplication, force of the elements or acts of God. Service calls which do not involve defective workmanship or materials are not covered under the Limited Warranties. Further, Seller assumes no liability for damages attributable to interruption of service, delay in installation, or delay in repair to the System caused by acts beyond its reasonable control, including but not limited to, strikes, riots, force of the elements, acts of God, interruption in utility service, or delay in response time by Municipal Services.

- (d) The foregoing Limited Warranties are the sole warranties made by Seller, are made only in the event that Seller has installed its system or to the extent that Seller has replaced parts of a non-Seller system, and are in lieu of all other warranties whether express or implied. SELLER EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER IMPLIED WARRANTIES, ARISING THROUGH TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

- (e) The foregoing remedies are the **SOLE AND EXCLUSIVE** remedies on which Purchaser may rely and are not cumulative with any other remedies otherwise provided by law.

- (f) **Procedure.** The Purchaser is obligated to deliver to Seller, at the office indicated on the front of this document, written notice of any claimed defect under either warranty, and such notice must be postmarked within the warranty period. Access to the System for repairs is the responsibility of the Purchaser. Seller will endeavor to perform repairs/ service within 48 hours after notification by Purchaser. Seller will perform repairs during regular working hours unless otherwise requested by Purchaser. Repairs made outside regular working hours are subject to a service labor premium.

- (g) Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the Purchaser. This limited warranty gives the Purchaser specific legal rights. The Purchaser may also have other legal rights that vary from state to state.

2. Damages

(a) LIMITATION OF LIABILITY:

SELLER DISCLAIMS ALL LIABILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER GROUNDED IN CONTRACT, TORT, WARRANTY, OR ANY OTHER THEORY. Such damages include, but are not limited to loss of profits, loss or theft of savings or other property, loss of the use of the System or the Premises, cost of substitutes, damage to property, fines or charges levied by Municipal Services, or the claims of third parties.

(b) SELLER IS NOT AN INSURER:

- (i) It is understood and agreed that Seller is not an insurer; that insurance, if any, shall be obtained by Purchaser; that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the Purchaser's property or premises;

- (ii) Purchaser acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, or the failure of the System to properly operate with resulting loss to Purchaser because of, among other things: (A) The uncertain amount or value of Purchaser's property or other kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert; (B) The uncertainty of the response time of any police, fire or other municipal service ("Municipal Service"); (C) The inability to ascertain what portion, if any, of any loss would be proximately caused by Seller's failure to perform or by failure of its equipment to operate; or (D) The nature of the service to be performed by Seller.

- (iii) Purchaser understands and agrees that if Seller should be found liable for loss or damage due from a failure of Seller to perform any of the obligations herein, including but not limited to installation, maintenance, monitoring or service or the failure of the System or equipment in any respect whatsoever, Seller's liability shall be limited to One Thousand Dollars (\$1,000.00) and this liability shall be **EXCLUSIVE**; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly from performance or nonperformance of the obligations imposed by this contract or from negligence, active or otherwise, of Seller, its agents, assigns or employees.

- (iv) In the event that the Purchaser wishes Seller to assume greater liability, Purchaser may, as a matter of right, obtain from Seller a higher limit by paying an additional amount determined by Seller in view of the increase in damages, but such additional obligation shall in no way be interpreted to hold the Seller as an insurer.

3. **Testing and Use.** It is the duty of the Purchaser to test the System periodically but not less than monthly. It is the duty of the Purchaser to carefully and properly arm the System, and Purchaser shall immediately report in writing any claimed inadequacies in or failure of the security equipment.

4. **Commercial Use Only.** Purchaser warrants that the System and services provided by Seller will not be used for personal family or household use. This Agreement is deemed to be between commercial parties.

5. **Authorized Personnel.** Purchaser agrees to furnish forthwith a written list of the names, titles, residence addresses, residence phone numbers and signatures of all persons authorized to arrange an unscheduled event and/or authorized to enter or remain on the premises of Purchaser during the regularly scheduled closed period, and/or be notified in the event of an alarm, and to furnish Seller with a written daily and holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to Seller in writing.

6. **Change to the System; Cost of Repairs; Additional Protection; Risk of Loss.** The cost of any additions, changes and variances in the System, as herein contracted for or as originally installed, made at the request of or made necessary or required by Purchaser's action, or which may be demanded by any governmental agency or insurance interests or inspection and repair bureaus, are to be borne by Purchaser. PURCHASER ACKNOWLEDGES THAT PURCHASER HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM SELLER OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO PURCHASER. All risk of loss or damage to the System shall be borne exclusively by Purchaser whose obligations hereunder shall not be diminished by any such loss or damage.

7. **Late Fees and Interest; Reconnect Charges.** If the Purchaser is late with any payment, the Seller, if allowed by law, can charge the Purchaser a late fee of \$3 on any payment to offset administrative charges related to the collection of the late payment. In the event any payment due hereunder is late, Seller may also impose and collect a delinquency charge of 1.25 % per month (15% per annum), or the highest amount allowed under law, whichever is less, of the amount of the delinquency. If the alarm system is deactivated because of Purchaser's past due balance, and if Purchaser desires to have the system reactivated, Purchaser agrees to pay in advance to Seller a reconnect charge to be fixed by Seller in a reasonable amount. Time is of the essence with respect to any payments required under this Agreement.

8. **Change in Ownership of Purchaser's Premises.** Purchaser acknowledges that the sale or transfer of Purchaser's Premises shall not relieve Purchaser of his duties and obligations under this Agreement. Purchaser may not assign or permit anyone to take subject to this Agreement without the written consent of the Seller.

9. **Assignees/Subcontractors of Seller.** Seller shall have the right to assign this Agreement to any other person, firm or corporation without notice to Purchaser and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Purchaser acknowledges that this Agreement, and particularly those paragraphs relating to Seller's disclaimer of warranties, maximum liability, liquidated damages, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors of Seller, and that the Seller, with respect to said assignees and/or subcontractors with the same force and effect that they bind Purchaser to Seller.

10. **Default by Purchaser.** If the Purchaser (i) fails to make any payment as agreed herein, (ii) assigns or assigns an interest in the System as a security for a debt, (iii) becomes insolvent, (iv) is a party to a petition for the benefit of creditors, (v) files a petition or is the subject of a petition filed against Purchaser under the Bankruptcy Act or any amendment thereto, including a petition for reorganization, arrangement or extension, (vi) if any representation, warranty or financial information made or submitted by Purchaser shall be untrue or unperfected in any material respect, or (vii) defaults hereunder in any other respect, Seller must give Purchaser thirty (30) days written notice of such default, and if such default is not cured within such thirty (30) day period, the entire amount due under this Agreement for the balance of the Agreement period shall become immediately due and payable. In the event of such default the Purchaser hereby consents to the Seller immediately entering the aforesaid premises or any other premises where the property of said Seller may be located for the purpose of removing the equipment belonging to the Seller; upon the expiration of this Agreement or any renewal term thereof, or upon the happening of any other contingency set forth herein, the Seller may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to person or property arising out of such entry or taking of possession. Removal of the equipment by Seller shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall the Seller be liable for any normal damage caused to the premises by installation or removal of its equipment.

11. **Prior Agreements.** Purchaser warrants and represents that Purchaser is not under any enforceable agreement with any other party concerning alarm systems of any kind and description installed at the premises, and that Purchaser agrees to indemnify and save harmless Seller against all claims, demands, suits, expenses and damages by judgement or otherwise which may be now or hereafter incurred as a result of or arising out of any agreement that Purchaser may have entered into with any party concerning any such alarm systems of every kind and description. Purchaser will pay all said sums, including reasonable attorney's fees, for the defense of any such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnity provision.

12. **Purchaser's Purchase Order.** Purchaser acknowledges that if there is any conflict between this Agreement and Purchaser's purchase order or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

13. **Indemnification.** Purchaser agrees to and shall indemnify and save harmless Seller, its employees and agents for, and against all claims, demands, suits, expenses and losses arising out of or in connection with the operation or non-operation of the system or monitoring facilities whether these claims be based upon alleged intentional conduct, or active or passive negligence on the part of Seller, its agents, servants or employees. This agreement by Purchaser to indemnify Seller against third party claims as herein above set forth shall not apply to losses, expenses and liability resulting from third persons or injury to property of third persons, which losses, damages, expenses and liability occur while an employee of Seller is on Purchaser's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

14. **Costs of Collection.** Costs of collection of accounts overdue including reasonable attorney's fees and interest shall be borne by the Purchaser.

15. **Assignment by Purchaser.** This Agreement is not assignable by Purchaser without the written consent of Seller. Any attempt by Purchaser to assign this Agreement without written consent of Seller shall be invalid.

16. **Modification of Terms.** No understanding, promise, representation, waiver, alteration, or modification purporting to change this Agreement shall be binding unless evidenced in writing, signed by the party to be bound, and, in the case of Seller, approved by an officer of Seller.

17. **Entire Agreement.** This instrument contains the entire agreement between the parties with respect to the transactions described herein and supercedes all previous negotiations, commitments and writings. If any of the terms or provisions of this Agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect. This Agreement becomes binding upon Seller when signed by a Management employee of Seller or upon commencement of installation.

18. **Applicable Law.** This agreement shall be deemed to have been made in Pittsburgh, Pennsylvania. Any claim arising out of this Agreement shall be filed in the Court of Common Pleas of Allegheny County. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law principles.

GUARDIAN

protection services

One of the Armstrong Group of Companies
650 Ridge Road • Pittsburgh, PA 15205 • 412-788-2580

COMMERCIAL AGREEMENT

THIS AGREEMENT is made this 1ST day of MAY, 19 99 by and between Guardian Protection Services, Inc. ("Seller") and JENNIFER CONVERTIBLES/IC ("Purchaser") for services to be performed at 8101 S. CICERO AVENUE, CHICAGO, IL 60652 ("the Premises").

The Services (as described below) shall include (check appropriate boxes):

- ☐ the sale and installation of an emergency detection and reporting system (the "System");
- ☒ the lease and installation of the System; and/or
- ☒ monitoring services for the System or an existing system.

Phone: _____

The cost and description of the System/Services are as follows:

DESCRIPTION	COST
1 - CONTROL PANEL VISTA 20	Installation: <u>NO CHARGE</u>
1 - KEYPAD AD-6128	Less Deposit: <u>N/A</u>
1 - TIE IN THE EXISTING PARTS	Balance Due*: <u>N/A</u>
LOT - NON-UNION LABOR, WIRE & MISC PARTS	(*Subject to Applicable Tax)
CUSTOMER RESPONSIBLE FOR AC POWER OUTLET, TELE. SERVICE & PERMIT FEES	Payable as follows:

- 1 - PORTABLE PANIC (AS REQUIRED)
- 1 - FIXED PANIC (AS REQUIRED)

Monthly Leasing Fee	\$
Monthly Monitoring Fee	\$
Monthly Open/Close Reports	\$
TOTAL MONTHLY CHARGES*	\$ 38.00
(*Subject to Applicable Tax.)	

SPECIAL CONDITIONS: BILL QUARTERLY
BILL TO: JENNIFER CONVERTIBLES, INC.

417 CROSSWAYS PARK DR. WOODBURY, NY 11797

PLEASE READ THE TERMS AND CONDITIONS ON THE FRONT AND BACK OF THIS AGREEMENT BEFORE SIGNING.

A. Terms Applying to Installation of Equipment

- Purchaser authorizes and empowers Seller to install or cause to be installed the protective system set forth on the Schedule of Detection. Purchaser agrees that the work of installation shall be performed on weekdays only unless the Purchaser agrees otherwise. In which case, the Purchaser hereby agrees to pay Seller any resulting increased cost for installation. Should Seller be forced to subcontract any portion of the installation due to any trade union jurisdiction dispute, the additional cost caused by such subcontracting shall be paid through his master, at his expense. Purchaser shall, at his own expense, make any necessary repairs or changes to Purchaser's premises, as requested by Seller, to facilitate the installation and operation of the System. Any error or omission in the construction or installation of the System must be called to the attention of Seller, in writing, within thirty (30) days after completion of the installation. Otherwise, the installation shall be deemed fully satisfactory to and accepted by Purchaser. Seller assumes no liability for delay in installation of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fire, power failures, fire insurance, interruption or unavailability of telephone service to Purchaser while interruption of service due to any such cause may continue.
- There may be a one time installation fee to install the necessary telephone company interface pack. If for any reason Seller is unable to install this equipment, such fee will be installed by the appropriate telephone company and billed directly to Purchaser.
- Purchaser has the affirmative duty to inform Seller, prior to beginning of the installation of the equipment, of every location at the premises where Seller should not (because of concealed obstructions or hazards such as pipes, wires or obstructions) enter or drill holes. Unless so notified, Seller will determine where to drill holes and place equipment. Seller will take reasonable precautions to avoid concealed obstructions, but has no means of determining with certainty if they exist. Any cost incurred to repair any concealed pipes, wires or other obstructions not identified by Purchaser prior to commencement of any work by Seller and any resulting damage to walls, ceiling floors or furnishings shall be the Purchaser's sole expense and responsibility. If asbestos or other health hazardous material is encountered during the installation of the equipment, Seller will cease work until Purchaser has obtained the necessary clearance from a licensed asbestos removal or hazardous material contractor that contamination of work will not pose any danger to Seller's personnel. In no case shall Seller be liable for (a) the discovery or exposure of hidden asbestos or other hazardous material or (b) the handling or disposing of asbestos or any other hazardous material.

B. Terms Applying to Sale

- The System shall remain the personal property of Seller until fully paid for in cash by Purchaser, and Purchaser agrees to perform all acts which may be necessary to ensure the return of this to the System by Seller. Should Purchaser default in any payment for the system or any part, then Purchaser authorizes and empowers Seller to remove the system or any part from the premises. Such removal, if made by Seller, shall not be deemed a waiver of Seller's right to damages that Seller sustains as a result of Purchaser's default, and Seller shall have the right to enforce any other legal remedy or right. Furthermore, Seller shall be in no way obligated to restore the Premises to its original condition, or refund the same in the event of the System or any part is removed as a result of non-payment or default. Payment, risk of loss of the System, or any part of the same, shall pass to Purchaser upon delivery to the Premises of such System or any part.
- Under the Merchant's Lien Law, any person who helps to improve your property and is not paid has the right to legally reclaim your property. Under law, you may protect yourself against such claims either by filing with the court a "No Lien Agreement" or a payment bond, depending upon the law of the state where your property is located.
- Purchaser agrees to keep the System fully insured while title is retained by Seller. This insurance will be for loss by fire, theft, or any cause, and the listed beneficiaries will be both Seller and Purchaser, with any loss payments being made pro rata to each party according to their respective interests as shall exist at the time of loss. Purchaser acknowledges that in the loss, damage or destruction of the System will not release or alter the contractual obligations of the Purchaser as set forth in this Agreement.

C. Terms Applying to Lease

- Purchaser is the owner, occupant, or lessee of the Premises noted in this Agreement. Purchaser shall provide Seller with proof of status.
- Purchaser hereby leases the Equipment from Seller for a period of _____ months, this period commencing with the completion of installation of the Equipment.
- Purchaser agrees to pay any "Labor" or "Installation" charges listed in this Agreement and to pay the "Total Monthly Charges" noted above.
- It is agreed by the parties that this Contract will automatically renew itself for a period equal to the initial term of this Agreement and will keep renewing itself for the same period of time, unless prior to the expiration of this Contract, Purchaser or Seller gives written notice of non-renewal. This notice must be given at least thirty (30) days before the expiration date. Time is of the essence with regard to such termination notice.
- Purchaser authorizes and empowers Seller to maintain and service the aforesaid system and to make any necessary inspections, tests and repairs as required. In the case of fire alarm protection, Purchaser will notify Seller in writing of any change in its fire rating bureau or agency. Repairs necessitated by damage, wear and tear shall be at Seller's expense and shall be performed as soon as reasonably possible after receipt of notice by Seller from Purchaser. As necessary inspections and tests which may be required on the part of Seller shall be performed between the hours of 9:00 a.m. and 5:00 p.m. on a regular business day. Purchaser acknowledges that Seller's obligation hereunder refers solely to the maintenance of the specified alarm system and that Seller is in no way obligated to insure the operation of the System or to maintain or service Purchaser's property or the property of others to which Seller's system is connected.
- Purchaser acknowledges and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed hereon, including but not limited to transmitters, detection devices, bell boxes and controls shall at all times remain the sole property of Seller. Upon the expiration of this Agreement or upon any default as herein set forth, Seller is authorized to enter upon the premises of Purchaser and to remove all of the Seller owned equipment. Seller shall not be responsible for redecorating the premises of Purchaser after the removal of such equipment. Removal of Seller owned equipment shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or amendments thereof. Purchaser shall, in such event, return the said Seller owned equipment to Seller in good condition, reasonable wear and tear excepted. Upon completion of the removal of the installation, due to all of the non-recoverable equipment, material, supplies, including but not limited to wire, cable, foil cordwall, screens and the labor for the installation of the system shall vest in the Purchaser. Notwithstanding the foregoing, during the term of this Agreement, Purchaser will not damage, encumber, tamper with or dispose of any portion of this system or permit the system to be damaged, encumbered, tampered with or disposed of by anyone who is not an authorized agent of Seller. In the event of loss or damage to any portion of this system, whether caused by Seller or Purchaser, Purchaser agrees to pay Seller the reasonable value for the replacement or repair of the Seller owned equipment or the installation on the Purchaser's premises. Purchaser agrees that the installation of the Seller owned equipment does not create a fixture to Purchaser's premises as to that equipment.

ACKNOWLEDGMENT OF PURCHASER

BY SIGNING THIS AGREEMENT PURCHASER ACKNOWLEDGES THAT THE SYSTEM IS ONLY A DETERRANT AND IS NOT TO BE CONSIDERED AS A SUBSTITUTE FOR INSURANCE AGAINST LOSSES CAUSED BY FIRE, THEFT, BURGLARY OR OTHER CAUSES. PURCHASER FURTHER ACKNOWLEDGES THAT SELLER IS NOT AN INSURER, THAT PURCHASER ASSUMES ALL RISK FOR LOSS OR DAMAGE TO PURCHASER'S PREMISES OR TO ITS CONTENTS.

GUARDIAN PROTECTION SERVICES, INC.

By: _____

THAT SELLER HAS MADE NO REPRESENTATION OR WARRANTIES NOR HAS PURCHASER RELIED ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, EXCEPT AS SET FORTH HEREIN. AND PURCHASER ACKNOWLEDGES THAT HE HAS READ AND UNDERSTANDS THE PARAGRAPHS OF THIS AGREEMENT, ESPECIALLY THOSE PARAGRAPHS WHICH SET FORTH SELLER'S OBLIGATION AND MAXIMUM LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO PURCHASER.

PURCHASER

By: _____
AUTHORIZED SIGNATURE

D. Terms Applying to Monitoring Service

1. **Obligation.** The Purchaser and Seller agree that Seller's only obligation under the Monitoring Service portion of this Agreement shall be to monitor signals received and to respond thereto. Seller, upon the receipt of a signal from the Purchaser's Premises, shall make every reasonable effort to transmit notification of the alarm promptly to the police, fire or other authorities and/or the person or persons whose names and telephone numbers are set forth in the "Responsible Party Data", unless there is just cause to assume that an emergency condition does not exist.
2. **Termination.** In the event that the Purchaser fails or refuses to make payment for services furnished or to be furnished, Seller will give the Purchaser at least thirty (30) days notice of termination of such services and, upon giving such notice, this agreement and all of Seller's responsibilities hereunder shall come to an end as if the date fixed in such notice was the term fixed in the Agreement between Seller and the Purchaser. Purchaser shall be liable to Seller for the amounts due for the original or extended term as set forth under "Default By Purchaser" herein. Also this Agreement may be suspended, at Seller's option, should the Purchaser's security equipment become so substantially damaged that further service is impracticable.
3. **Renewal.** The term of the Monitoring Services Agreement shall be ~~thirty (30)~~ ^{three (3)} years from the date service is to be provided under this Agreement or the date this Agreement is signed by Purchaser, whichever ever is later. Purchaser agrees to pay the "Total Monthly Charges" listed on the reverse. This Agreement shall automatically, without action by either party, extend and renew itself under the same terms and conditions for successive periods of ~~thirty (30)~~ ^{one (1)} years each after the initial period unless either party gives to the other at least thirty (30) days written notice prior to the expiration date of its intention to terminate this agreement upon its original or any renewed expiration date. Time is of the essence with regard to such termination notice. This Agreement is subject to increases in the amount of the monitoring fees. In the event an increase in monitoring fees will occur, Seller will notify the Purchaser, in writing, no later than forty-five (45) days before the increase is to take effect. The Purchaser will have twenty (20) days from the date notice is received to withdraw from this Monitoring Services Agreement, provided that Seller may rescind the increase within such forty-five (45) day period and resume the previously charged monitoring fees thereby binding the Purchaser to the full term of this Agreement.
4. **Return of Equipment.** The Purchaser acknowledges that the digital control device and any wireless communication equipment used in conjunction with central station monitoring is the property of Seller, and in the event that this Agreement should be terminated or cancelled, or monitoring services ended, Seller has the right to remove said devices during regular business hours upon notice to the Purchaser.
5. **Interruption and Communications.** Seller shall not be obligated to perform any monitoring service hereunder during any time when the Purchaser's telephone system shall not be working since signals to Seller are received solely by means of telephonic communication. Seller assumes no liability for interruption of service due to strikes, war, riots, floods, fire, winds, snow, natural causes or any other causes beyond the control of Seller including interruption in the electrical utility service. Seller will not be required to supply service to the Purchaser while interruption of service due to any such cause shall prevail or continue. Where radio is used as a means of alarm transmission, Seller shall likewise not be obligated to perform monitoring services when radio reception is hindered by man-made static, by static of natural causes or by natural phenomena, such as sunspot activity or solar winds.
6. **Police and Fire Department Connected Alarms.** Purchaser acknowledges that if the signals transmitted from Purchaser's premises will be monitored in municipal police and/or fire departments or other locations, that the personnel of such municipal police and/or fire department or other location are not agents of Seller, nor does Seller assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.
7. **Suspension of Cancellation of this System.** This Agreement may be suspended or cancelled, without notice at the option of Seller, if Seller's or Purchaser's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event that Seller is unable to render service as a result of any action by any governmental authority.

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 - (b) **Limited Equipment Warranty.** Seller warrants that the equipment listed on the front of this Agreement (the "Equipment") will be new when installed, will conform to the Equipment ordered by the Purchaser, and will be free from defects. The Equipment Warranty shall commence upon the completion of installation and shall expire ~~thirty (30) days~~ ^{one (1) year} thereafter unless otherwise agreed in writing between Seller and Purchaser.
 - (i) **Remedy.** (A) Seller agrees to replace, at its expense, any Equipment that does not conform to the Equipment ordered by the Purchaser. (B) Seller agrees to furnish a replacement part for any portion of the System that proves to be defective in workmanship or material under normal use within the limited equipment warranty period. Seller may use reconditioned parts in fulfillment of this obligation. Replacement parts are warranted only for the unexpired term of the original warranty. (C) Seller agrees to remove, send to the manufacturer, and reinstall, at Seller's expense, any Equipment not manufactured by Seller that is warranted and that proves to be defective in workmanship or material under normal use.
 - (c) **Exclusions.** The Limited Warranties do not apply to Systems that have been damaged by acts not within the Seller's control including but not limited to accident, power surges or brownouts, defective or discharged batteries, abuse, lack of proper maintenance, alterations not authorized by Seller, misapplication, force of the elements or acts of God. Service calls which do not involve defective workmanship or materials are not covered under the Limited Warranties. Further, Seller assumes no liability for damages attributable to interruption of service, delay in installation, or delay in repair or service to the System caused by acts beyond its reasonable control, including but not limited to, strikes, riots, force of the elements, acts of God, interruption in utility service, or delay in response time by Municipal Services.
 - (d) The foregoing Limited Warranties are the sole warranties made by Seller, are made only in the event that Seller has installed its system or to the extent that Seller has replaced parts of a non-Seller system, and are in lieu of all other warranties whether express or implied. SELLER EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER IMPLIED WARRANTIES, ARISING THROUGH TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE.
 - (e) The foregoing remedies are the SOLE and EXCLUSIVE remedies on which Purchaser may rely and are not cumulative with any other remedies otherwise provided by law.
 - (f) **Procedure.** The Purchaser is obligated to deliver to Seller, at the office indicated on the front of this Agreement, written notice of any claimed defect under either warranty, and such notice must be postmarked within the warranty period. Access to the System for repairs is the responsibility of the Purchaser. Seller will endeavor to perform repairs/ service within 48 hours after notification by Purchaser. Seller will perform repairs during regular working hours unless otherwise requested by Purchaser. Repairs made outside regular working hours are subject to a service labor premium.
 - (g) Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the Purchaser. This limited warranty gives the Purchaser specific legal rights. The Purchaser may also have other legal rights that vary from state to state.
- #### 2. Damages
- (a) **LIMITATION OF LIABILITY:**
SELLER DISCLAIMS ALL LIABILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER GROUNDED IN CONTRACT, TORT, WARRANTY, OR ANY OTHER THEORY. Such damages include, but are not limited to loss of profits, loss or theft of savings or other property, loss of the use of the System or the Premises, cost of substitutes, damage to property, fines or charges levied by Municipal Services, or the claims of third parties.
 - (b) **SELLER IS NOT AN INSURER:**
 - (i) It is understood and agreed that Seller is not an insurer; that insurance, if any, shall be obtained by Purchaser; that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the Purchaser's property or premises;
 - (ii) Purchaser acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, or the failure of the System to properly operate with resulting loss to Purchaser because of, among other things: (A) The uncertain amount or value of Purchaser's property or things kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert; (B) The uncertainty of the response time of any police, fire or other municipal service ("Municipal Service"); (C) The inability to ascertain what portion, if any, of any loss would be proximately caused by Seller's failure to perform or by failure of its equipment to operate; or (D) The nature of the service to be performed by Seller.
 - (iii) Purchaser understands and agrees that if Seller should be found liable for loss or damage due from a failure of Seller to perform any of the obligations herein, including but not limited to installation, maintenance, monitoring or service or the failure of the System or equipment in any respect whatsoever, Seller's liability shall be limited to One Thousand Dollars (\$1,000.00) and this liability shall be EXCLUSIVE; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly from performance or nonperformance of the obligations imposed by this contract or from negligence, active or otherwise, of Seller, its agents, assigns or employees.
 - (iv) In the event that the Purchaser wishes Seller to assume greater liability, Purchaser may, as a matter of right, obtain from Seller a higher limit by paying an additional amount determined by Seller in view of the increase in damages, but such additional obligation shall in no way be interpreted to hold the Seller as an insurer.
3. **Testing and Use.** It is the duty of the Purchaser to test the System periodically but not less than monthly. It is the duty of the Purchaser to carefully and properly arm the System, and Purchaser shall immediately report in writing any claimed inadequacies in or failure of the security equipment.
 4. **Commercial Use Only.** Purchaser warrants that the System and services provided by Seller will not be used for personal family or household use. This Agreement is deemed to be between commercial parties.
 5. **Authorized Personnel.** Purchaser agrees to furnish forthwith a written list of the names, titles, residence addresses, residence phone numbers and signatures of all persons authorized to arrange an unscheduled event and/or authorized to enter or remain on the premises of Purchaser during the regularly scheduled closed period, and/or be notified in the event of an alarm, and to furnish Seller with a written daily and holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to Seller in writing.
 6. **Change to the System; Cost of Repairs; Additional Protection; Risk of Loss.** The cost of any additions, changes and variances in the System, as herein contracted for or as originally installed, made at the request of or made necessary or required by Purchaser's action, or ruling bureau, are to be borne by Purchaser. PURCHASER ACKNOWLEDGES THAT PURCHASER HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM SELLER OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO PURCHASER. All risk of loss or damage to the System shall be borne exclusively by Purchaser whose obligations hereunder shall not be diminished by any such loss or damage.
 7. **Late Fees and Interest; Reconnect Charges.** If the Purchaser is late with any payment, the Seller, if allowed by law, can charge the Purchaser a late fee of \$3 on any payment to offset administrative charges related to the collection of the late payment. In the event any payment due hereunder is late, Seller may also impose and collect a delinquency charge of 1.25 % per month (15% per annum), or the highest amount allowed under law, whichever is less, of the amount of the delinquency. If the alarm system is deactivated because of Purchaser's past due balance, and if Purchaser desires to have the system reactivated, Purchaser agrees to pay in advance to Seller a reconnect charge to be fixed by Seller in a reasonable amount. Time is of the essence with respect to any payments required under this Agreement.
 8. **Change in Ownership of Purchaser's Premises.** Purchaser acknowledges that the sale or transfer of Purchaser's Premises shall not relieve Purchaser of his duties and obligations under this Agreement. Purchaser may not assign or permit anyone to take subject to this Agreement without the written consent of the Seller.
 9. **Assignees/Subcontractors of Seller.** Seller shall have the right to assign this Agreement to any other person, firm or corporation without notice to Purchaser and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Purchaser acknowledges that this Agreement, and particularly those paragraphs relating to Seller's disclaimer of warranties, maximum liability, liquidated damages, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors of Seller, and that they bind Purchaser with respect to said assignees and/or subcontractors with the same force and effect that they bind Purchaser to Seller.
 10. **Default by Purchaser.** If the Purchaser (i) fails to make any payment as agreed herein, (ii) ceases doing business as a going concern, (iii) becomes insolvent, (iv) makes an assignment for the benefit of creditors, (v) files a petition or is the subject of a petition filed against Purchaser under the Bankruptcy Act or any amendment thereto, including a petition for reorganization, arrangement or extension, (vi) if any representation, warranty or financial information made or submitted by Purchaser shall be untrue or unperfected in any material respect, or (vii) defaults hereunder in any other respect, Seller must give Purchaser thirty (30) days written notice of such default, and if such default is not cured within such thirty (30) day period, the entire amount due under this Agreement for the balance of the Agreement period shall become immediately due and payable. In the event of such default the Purchaser hereby consents to the Seller immediately entering the aforesaid premises or any other premises where the property of said Seller may be located for the purpose of removing the equipment belonging to the seller; upon the expiration of this Agreement or any renewal term thereof, or upon the happening of any other contingency set forth herein, the Seller may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to person or property arising out of such entry or taking of possession. Removal of the equipment by Seller shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall the Seller be liable for any normal damage caused to the premises by installation or removal of its equipment.
 11. **Prior Agreements.** Purchaser warrants and represents that Purchaser is not under any enforceable agreement with any other party concerning alarm systems of any kind and description installed at the premises, and furthermore Purchaser agrees to indemnify and save harmless Seller against all claims, demands, suits, expenses and damages by judgement or otherwise which may be now or hereafter incurred as a result of or arising out of any agreement that Purchaser may have entered into with any party concerning any such alarm systems of every kind and description. Purchaser will pay all said sums, including reasonable attorney's fees, for the defense of any such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnity provision.
 12. **Purchaser's Purchase Order.** Purchaser acknowledges that if there is any conflict between this Agreement and Purchaser's purchase order or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.
 13. **Indemnification.** Purchaser agrees to and shall indemnify and save harmless Seller, its employees and agents for and against all third party claims, lawsuits and losses arising out of or in connection with the operation or non-operation of the system or monitoring facilities whether these claims be based upon alleged intentional conduct, or active or passive negligence on the part of Seller, its agents, servants or employees. This agreement by Purchaser to indemnify Seller against third party claims as herein above set forth shall not apply to losses, expenses and liability resulting in injury or death to third persons or injury to property of third persons which losses, damages, expenses and liability occur while an employee of Seller is on Purchaser's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.
 14. **Costs of Collection.** Costs of collection of accounts overdue including reasonable attorney's fees and interest shall be borne by the Purchaser.
 15. **Assignment by Purchaser.** This Agreement is not assignable by Purchaser without the written consent of Seller. Any attempt by Purchaser to assign this Agreement without written consent of Seller shall be invalid.
 16. **Modification of Terms.** No understanding, promise, representation, waiver, alteration, or modification purporting to change this Agreement shall be binding unless evidenced in writing, signed by the party to be bound, and, in the case of Seller, approved by an officer of Seller.
 17. **Entire Agreement.** This instrument contains the entire agreement between the parties with respect to the transactions described herein and supercedes all previous negotiations, commitments and writings. If any of the terms or provisions of this Agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect. This Agreement becomes binding upon Seller when signed by a Management employee of Seller or upon commencement of installation.
 18. **Applicable Law.** This agreement shall be deemed to have been made in Pittsburgh, Pennsylvania. Any claim arising out of this Agreement shall be filed in the Court of Common Pleas of Allegheny County. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law principles.

APR-20-99 TUE 11:33 AM

FAX NO.
FAX NO. 912/812435P. 04/08
P. 3

JOB # 29981004

4-28-99

One of the Aradigm Group of Companies
650 Ridge Road • Pittsburgh, PA 15208 • 412-788-2560

COMMERCIAL AGREEMENT

THIS AGREEMENT is made this 1st day of MAY, 19 99 by and between Guardian Protection Services, Inc. ("Seller") and JENNIFER CONVERTIBLES / JLP ("Purchaser") for services to be performed at 814-816 W. NORTH AVENUE, CHICAGO, IL 60622 ("the Premises").

The Services (as described below) shall include (check appropriate boxes):

- ☐ the sale and installation of an emergency detection and reporting system (the "System");
- ☒ the lease and installation of the System; and for --
- ☒ monitoring services for the System or an existing system.

Phone: _____

The cost and description of the System/Services are as follows:

DESCRIPTION	COST										
1 - CONTROL PANEL VISTA 20	Installation: <u>NO CHARGE</u>										
1 - KEYPAD AD-6128	Less Deposit: <u>N/A</u>										
1 - JLP IN THE EXISTING PARTS	Balance Due: <u>N/A</u>										
LOT - NON-UNION LABOR, WIRE & MISC. PARTS	(Subject to Applicable Tax)										
CUSTOMER RESPONSIBLE FOR AC POWER OUTLET, TELE. SERVICE & PERMIT FEES	Payable as follows: _____										
<p><i>8 panel boxes need to be working</i></p> <p><i>call for full to open & let closing/open</i></p>											
<table border="1"> <tr> <td>Monthly Leasing Fee</td><td>\$ _____</td></tr> <tr> <td>Monthly Monitoring Fee</td><td>\$ _____</td></tr> <tr> <td>Monthly Open/Close Reports</td><td>\$ _____</td></tr> <tr> <td>TOTAL MONTHLY CHARGES*</td><td>\$ <u>38.00</u></td></tr> <tr> <td colspan="2">(*Subject to Applicable Tax)</td></tr> </table>		Monthly Leasing Fee	\$ _____	Monthly Monitoring Fee	\$ _____	Monthly Open/Close Reports	\$ _____	TOTAL MONTHLY CHARGES*	\$ <u>38.00</u>	(*Subject to Applicable Tax)	
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TOTAL MONTHLY CHARGES*	\$ <u>38.00</u>										
(*Subject to Applicable Tax)											
SPECIAL CONDITIONS: <u>NTL QUARTERLY -</u>											
<u>BILL TO: JENNIFER CONVERTIBLES, INC.</u>											
<u>417 CROSSWAYS PARK DR. WOODBURY, NY 11797</u>											

PLEASE READ THE TERMS AND CONDITIONS
ON THE FRONT AND BACK OF THIS AGREEMENT BEFORE SIGNING.

A. Terms Applying to Installation of Equipment

- Purchaser warrants and represents that it is not installing the System on the Premises for the purpose of resale or for the purpose of leasing or subleasing the System to any third party. If the System is installed on the Premises for the purpose of resale or for the purpose of leasing or subleasing the System to any third party, the Seller shall be deemed to have been notified of such use and the Seller shall be deemed to have agreed to such use.
- There may be a one day requirement for the necessary telephone service. If the necessary telephone service is not available, the Seller shall be deemed to have agreed to such use.
- Purchaser has the obligation to obtain all necessary permits for the installation of the System. The Seller shall be deemed to have agreed to such use.
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B. Terms Applying to Sale

- The System shall remain the personal property of Seller until fully paid for by Purchaser. Purchaser shall be deemed to have agreed to such use.
- Under the Master's Lien Law, any person who takes in mortgage any property and is not a bona fide purchaser for value shall be deemed to have agreed to such use.
- Purchaser shall be deemed to have agreed to such use.
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ACKNOWLEDGMENT OF PURCHASER

BY SIGNING THIS AGREEMENT, PURCHASER ACKNOWLEDGES THAT THE SYSTEM IS ONLY A DETECTOR AND IS NOT TO BE USED AS A SUBSTITUTE FOR INSURANCE. PURCHASER FURTHER ACKNOWLEDGES THAT SELLER IS NOT A BONA FIDE PURCHASER OF THE SYSTEM AND IS NOT A BONA FIDE PURCHASER OF THE SYSTEM AND IS NOT A BONA FIDE PURCHASER OF THE SYSTEM.

GUARDIAN PROTECTION SERVICES, INC.

By: _____

PURCHASER: Jennifer JLP VP Admin. Strahan

By: _____

AUTHORIZED SIGNATURE

MANAGEMENT ACCEPTANCE

INDIVIDUAL GUARANTY (DO NOT)

GAP-0000000000

D. Terms Applying to Monitoring Service

1. **Obligation.** The Purchaser and Seller agree that Seller's only obligation under the Monitoring Service portion of this Agreement shall be to monitor signals received and to respond thereto. Seller, upon the receipt of a signal from the Purchaser's Premises, shall make every reasonable effort to transmit notification of the alarm promptly to the police, fire or other authorities and/or the person or persons whose names and telephone numbers are set forth in the "Responsible Party Data", unless there is just cause to assume that an emergency condition does not exist.
2. **Termination.** In the event that the Purchaser fails or refuses to make payment for services furnished or to be furnished, Seller will give the Purchaser at least thirty (30) days notice of termination of such services and, upon giving such notice, shall be relieved of all obligations and responsibilities hereunder shall come to an end as if the date fixed in such notice was the term fixed in the Agreement between Seller and the Purchaser. Purchaser shall be liable to Seller for the amounts due for the original or extended term as set forth under "Default By Purchaser" herein. Also this Agreement may be suspended, at Seller's option, should the Purchaser's security equipment become so substantially damaged that further service is impracticable.
3. **Renewal.** The term of the Monitoring Services Agreement shall be ~~three (3)~~ ^{three (3)} years from the date service is to be provided under this Agreement or the date this Agreement is signed by Purchaser, which ever is later. Purchaser agrees to pay the Total Monthly Charge, listed on the reverse. This Agreement shall automatically, without action by either party, extend and renew itself under the same terms and conditions for successive periods of ~~one (1)~~ ^{one (1)} years each after the initial period unless either party gives to the other at least thirty (30) days written notice prior to the expiration date of its intention to terminate this agreement upon its original or any renewed expiration date. Time is of the essence with regard to such termination notice. This Agreement is subject to increase in the amount of the monitoring fees. In the event an increase in monitoring fees will occur, Seller will notify the Purchaser, in writing, no later than forty-five (45) days before the increase is to take effect. The Purchaser will have twenty (20) days from the date notice is received to withdraw from this Monitoring Services Agreement, provided that Seller may rescind the increase within such forty-five (45) day period and resume the previously charged monitoring fees thereby binding the Purchaser to the full term of this Agreement.
4. **Return of Equipment.** The Purchaser acknowledges that the digital control device and any wireless communication equipment used in conjunction with central station monitoring is the property of Seller, and in the event that this Agreement should be terminated or cancelled, or monitoring services ended, Seller has the right to remove said devices during regular business hours upon notice to the Purchaser.
5. **Interruption and Communications.** Seller shall not be obligated to perform any monitoring service hereunder during any time when the Purchaser's telephone system shall not be working since signals to Seller are received solely by means of telephonic communication. Seller assumes no liability for interruption of service due to strike, war, riots, floods, fire, winds, snow, natural causes or any other causes beyond the control of Seller including interruption in the electrical utility service. Seller will not be required to supply service to the Purchaser while interruption of service due to any such cause shall prevail or continue. Where radio is used as a means of alarm transmission, Seller shall likewise not be obligated to perform monitoring services when radio reception is hindered by man-made static, by static of natural causes or by natural phenomena, such as sunspot activity or solar winds.
6. **Police and Fire Department Connected Alarms.** Purchaser acknowledges that if the signals transmitted from Purchaser's premises will be monitored in municipal police and/or fire departments or other locations, then the personnel of such municipal police and/or fire department or other location are not agents of Seller, nor does Seller assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.
7. **Suspension or Cancellation of this System.** This Agreement may be suspended or cancelled, without notice at the option of Seller, if Seller's or Purchaser's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event that Seller is unable to render service as a result of any action by any governmental authority.

GENERAL TERMS AND CONDITIONS

1. Limited Warranties for Seller-Installed Systems

- (a) **Limited Installation Warranty.** Seller warrants that installation will be completed in accordance with the standard installation procedures of Seller. The Installation Warranty shall commence upon completion of installation and shall expire ~~one (1) year~~ ^{one (1) year} thereafter unless otherwise agreed in writing between Seller and Purchaser.
- (i) **Remedy.** Seller agrees to correct any defect in workmanship or materials which arises from improper installation if such defect occurs within the installation warranty period and during normal or proper use of the System.
- (b) **Limited Equipment Warranty.** Seller warrants that the equipment listed on the front of this Agreement (the "Equipment") will be new when installed, will conform to the Equipment ordered by the Purchaser, and will be free from defects. The Equipment Warranty shall commence upon the completion of installation and shall expire ~~one (1) year~~ ^{one (1) year} thereafter unless otherwise agreed in writing between Seller and Purchaser.
- (i) **Remedy.** (A) Seller agrees to replace, at its expense, any Equipment that does not conform to the Equipment ordered by the Purchaser. (B) Seller agrees to furnish a replacement part for any portion of the System that proves to be defective in workmanship or material under normal use within the limited equipment warranty period. Seller may use reconditioned parts in fulfillment of this obligation. Replacement parts are warranted only for the unexpired term of the original warranty. (C) Seller agrees to remove, send to the manufacturer, and reinstall, at Seller's expense, any Equipment not manufactured by Seller that is warranted and that proves to be defective in workmanship or material under normal use.
- (c) **Exclusions.** The Limited Warranties do not apply to Systems that have been damaged by acts not within the Seller's control including but not limited to accident, power surge, or brownouts, defective or discharged batteries, abuse, lack of proper maintenance, alterations not authorized by Seller, misapplication, force of the elements or acts of God. Service calls which do not involve defective workmanship or materials are not covered under the Limited Warranties. Further, Seller assumes no liability for damages attributable to interruption of service, delay in installation, or delay in repair or service to the System caused by acts beyond its reasonable control, including but not limited to, strikes, riots, force of the elements, acts of God, interruption in utility service, or delay in response time by Municipal Services.
- (d) The foregoing Limited Warranties are the sole warranties made by Seller, are made only in the event that Seller has installed its system or to the extent that Seller has replaced parts of a non-Seller system, and are in lieu of all other warranties whether express or implied. SELLER EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER IMPLIED WARRANTIES, ARISING THROUGH TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE.
- (e) The foregoing remedies are the SOLE and EXCLUSIVE remedies on which Purchaser may rely and are not cumulative with any other remedies otherwise provided by law.
- (f) **Procedure.** The Purchaser is obligated to deliver to Seller, at the office indicated on the front of this Agreement, written notice of any claimed defect under either warranty, and such notice must be postmarked within the warranty period. Access to the System for repairs is the responsibility of the Purchaser. Seller will endeavor to perform repairs of service within 48 hours after notification by Purchaser. Seller will perform repairs during regular working hours unless otherwise requested by Purchaser. Repairs made outside regular working hours are subject to a service labor premium.
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2. Damages

(a) LIMITATION OF LIABILITY:

SELLER DISCLAIMS ALL LIABILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER GROUNDED IN CONTRACT, TORT, WARRANTY, OR ANY OTHER THEORY. Such damages include but are not limited to profits, loss or theft of savings or other property, loss of the use of the System or the Premises, cost of substitutes, damage to property, fines or charges levied by Municipal Services, or the claims of third parties.

(b) SELLER IS NOT AN INSURER:

- (i) It is understood and agreed that Seller is not an insurer; that insurance, if any, shall be obtained by Purchaser, that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the Purchaser's property or premises;
- (ii) Purchaser acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, or the failure of the System to properly operate with resulting loss to Purchaser because of, among other things: (A) The uncertain amount or value of Purchaser's property or others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert; (B) The uncertainty of the response time of any police, fire or other municipal service ("Municipal Service"); (C) The inability to ascertain what portion, if any, of any loss would be proximately caused by Seller's failure to perform or by failure of its equipment to operate; or (D) The nature of the service to be performed by Seller.
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7. **Late Fees and Interest; Reconnect Charges.** If the Purchaser is late with any payment, the Seller, if allowed by law, can charge the Purchaser a late fee of \$3 on any payment to offset administrative charges related to the collection of the late payment. In the event any payment due hereunder is late, Seller may also impose and collect a delinquency charge of 1.25 % per month (15% per annum), or the highest amount allowed under law, whichever is less, of the amount of the delinquency. If the alarm system is deactivated because of Purchaser's past due balance, and if Purchaser desires to have the system reactivated, Purchaser agrees to pay in advance to Seller a reconnect charge to be fixed by Seller in a reasonable amount. Time is of the essence with respect to any payments required under this Agreement.
8. **Change in Ownership of Purchaser's Premises.** Purchaser acknowledges that the sale or transfer of Purchaser's Premises shall not relieve Purchaser of his duties and obligations under this Agreement. Purchaser may not assign or permit anyone to take subject to this Agreement without the written consent of the Seller.
9. **Assignees/Subcontractors of Seller.** Seller shall have the right to assign this Agreement to any other person, firm or corporation without notice to Purchaser and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Purchaser acknowledges that this Agreement, and particularly those paragraphs relating to Seller's disclaimer of warranties, maximum liability, liquidated damages, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors of Seller, and that they bind Purchaser with respect to said assignees and/or subcontractors with the same force and effect that they bind Purchaser to Seller.
10. **Default by Purchaser.** If the Purchaser (i) fails to make any payment as agreed herein, (ii) ceases doing business as a going concern, (iii) becomes insolvent, (iv) makes an assignment for the benefit of creditors, (v) files a petition or is the subject of a petition filed against Purchaser under the Bankruptcy Act or any amendment thereto, including a petition for reorganization, arrangement or extension, (vi) if any representation, warranty or financial information made or submitted by Purchaser shall be untrue or unperformed in any material respect, or (vii) defaults hereunder in any other respect, Seller must give Purchaser thirty (30) days written notice of such default, and if such default is not cured within such thirty (30) day period, the entire amount due under this Agreement for the balance of the Agreement period shall become immediately due and payable. In the event of such default the Purchaser hereby consents to the Seller immediately entering the aforesaid premises or any other premises where the property of said Seller may be located for the purpose of removing the equipment belonging to the Seller; upon the expiration of this Agreement or any renewal term thereof, or upon the happening of any other contingency set forth herein, the Seller may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to person or property arising out of such entry or taking of possession. Removal of the equipment by Seller shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall the Seller be liable for any normal damage caused to the premises by installation or removal of its equipment.
11. **Prior Agreements.** Purchaser warrants and represents that Purchaser is not under any enforceable agreement with any other party concerning alarm systems of any kind and description installed at the premises, and furthermore Purchaser agrees to indemnify and save harmless Seller against all claims, demands, suits, expenses and damages by judgement or otherwise which may be now or hereafter incurred as a result of or arising out of any agreement that Purchaser may make hereafter which may have entered into with any party concerning any alarm systems of every kind and description. Purchaser will pay all said sums, including reasonable attorney's fees, for the defense of any such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnity provision.
12. **Purchaser's Purchase Order.** Purchaser acknowledges that if there is any conflict between this Agreement and Purchaser's purchase order or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.
13. **Indemnification.** Purchaser agrees to and shall indemnify and save harmless Seller, its employees and agents for and against all third party claims, lawsuits and losses arising out of or in connection with the operation or non-operation of the system or monitoring facilities whether these claims be based upon intentional or negligent conduct, or active or passive negligence on the part of Seller, its agents, servants or employees. This agreement by Purchaser to indemnify Seller against third party claims as herein above set forth shall not apply to losses, expenses and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damages, expenses and liability occur while an employee of Seller is on Purchaser's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.
14. **Costs of Collection.** Costs of collection of accounts overdue including reasonable attorney's fees and interest shall be borne by the Purchaser.
15. **Assignment by Purchaser.** This Agreement is not assignable by Purchaser without the written consent of Seller. Any attempt by Purchaser to assign this Agreement without written consent of Seller shall be invalid.
16. **Modification of Terms.** No understanding, promise, representation, waiver, alteration, or modification purporting to change this Agreement shall be binding unless evidenced in writing, signed by the party to be bound, and, in the case of Seller, approved by an officer of Seller.
17. **Entire Agreement.** This instrument contains the entire agreement between the parties with respect to the transactions described herein and supercedes all previous negotiations, commitments and writings. If any of the terms or provisions of this Agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect. This Agreement becomes binding upon Seller when signed by a Management employee of Seller or upon commencement of installation.
18. **Applicable Law.** This agreement shall be deemed to have been made in Pittsburgh, Pennsylvania. Any claim arising out of this Agreement shall be filed in the Court of Common Pleas of Allegheny County. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law principles.

APR-20-99 TUE 11:32 AM

FAX NO. 616 418 2493

P. 03/08

Job 29981005

4-28-99



COMMERCIAL AGREEMENT

THIS AGREEMENT is made this 1st day of May, 19 99 by and between Guardian Protection Services, Inc. ("Seller") and JENNIFER CONVERTIBLES/IA ("Purchaser") for services to be performed at 2907 W. Addison, Chicago, IL 60618 ("the Premises").

The Services (as described below) shall include (check appropriate boxes):

- ☐ the sale and installation of an emergency detection and reporting system (the "System");
- ☒ the lease and installation of the System; and for
- ☒ monitoring services for the System or an existing system.

Phone: _____

The cost and description of the System/Services are as follows:

DESCRIPTION	COST
1 - CONTROL PANEL VISTA 20	Installation: <u>NO CHARGE</u>
1 - KEYPAD AD-6128	Lease Deposit: <u>N/A</u>
1 - TIE IN THE EXISTING PARTS	Balance Due: <u>N/A</u>
LOT - NON-UNION LABOR, WIRE & MISC PARTS	(Subject to Applicable Tax)
CUSTOMER RESPONSIBLE FOR AC POWER OUTLET, TELE.	Payable as follows: _____
SERVICE & PERMIT FEES	

Need to make sure panel works properly

1944 for E.I. to open + lock openings

Monthly Leasing Fee	\$ _____
Monthly Monitoring Fee	\$ _____
Monthly Open/Close Reports	\$ _____
TOTAL MONTHLY CHARGES*	\$ <u>38.00</u>
(*Subject to Applicable Tax.)	

SPECIAL CONDITIONS: BILL QUARTERLY -

BILL TO: JENNIFER CONVERTIBLES, INC.

617 CROSSWAYS PARK DRIVE, WOODBURY, NY

PLEASE READ THE TERMS AND CONDITIONS ON THE FRONT AND BACK OF THIS AGREEMENT BEFORE SIGNING.

11797

A. Terms Applying to Installation of Equipment

- Purchaser authorizes and empowers Seller to install or cause to be installed any and all equipment and materials on the Premises and to perform any and all work necessary to install and maintain the System. Seller shall be responsible for obtaining all necessary permits and for obtaining all necessary approvals from all applicable authorities. Seller shall be responsible for obtaining all necessary approvals from all applicable authorities. Seller shall be responsible for obtaining all necessary approvals from all applicable authorities.
- Purchaser has the obligation to inform Seller, prior to the installation of the System, of any and all existing conditions on the Premises which may affect the installation of the System. Seller shall be responsible for obtaining all necessary approvals from all applicable authorities.
- Purchaser agrees to keep the System in good working order and to maintain the System in good working order. Seller shall be responsible for obtaining all necessary approvals from all applicable authorities.

B. Terms Applying to Sale

- The System shall remain the property of Seller until fully paid for in cash by Purchaser. Seller shall retain the right to remove the System from the Premises if Purchaser fails to pay for the System in full within the time specified in this Agreement.
- Under the Merchant's Lien Law, any person who helps to improve your property and is not paid for the work done is entitled to a lien on the property. This lien is known as a Merchant's Lien. Seller shall be responsible for obtaining all necessary approvals from all applicable authorities.
- Purchaser agrees to keep the System in good working order and to maintain the System in good working order. Seller shall be responsible for obtaining all necessary approvals from all applicable authorities.

ACKNOWLEDGMENT OF PURCHASER

BY SIGNING THIS AGREEMENT, PURCHASER ACKNOWLEDGES THAT THE SYSTEM IS ONLY A DETECTOR AND IS NOT TO BE CONSIDERED AS A SUBSTITUTE FOR INSURANCE AGAINST LOSS OR DAMAGE TO THE PROPERTY. PURCHASER AGREES TO MAINTAIN THE SYSTEM IN GOOD WORKING ORDER AND TO MAINTAIN THE SYSTEM IN GOOD WORKING ORDER.

GUARDIAN PROTECTION SERVICES, INC.

By: _____

THE SELLER HAS MADE NO REPRESENTATION OR WARRANTIES NOR HAS PURCHASER RELIED ON ANY REPRESENTATION OR WARRANTIES. PURCHASER HAS BEEN ADVISED OF THIS BY THE SELLER AND PURCHASER HAS AGREED TO SIGN THIS AGREEMENT. PURCHASER HAS BEEN ADVISED OF THIS BY THE SELLER AND PURCHASER HAS AGREED TO SIGN THIS AGREEMENT.

PURCHASER: *Jennifer Convertibles*

By: *Jennifer Convertibles*

INDIVIDUAL GUARANTEE

Printed Name

D. Terms Applying to Monitoring Service

- Obligation.** The Purchaser and Seller agree that Seller's only obligation under the Monitoring Service portion of this Agreement shall be to monitor signals received and to respond thereto. Seller, upon the receipt of a signal from the Purchaser's Premises, shall make every reasonable effort to transmit notification of the alarm promptly to the police, fire or other authorities and/or the person or persons whose names and telephone numbers are set forth in the "Responsible Party Data", unless there is just cause to assume that an emergency condition does not exist.
- Termination.** In the event that the Purchaser fails or refuses to make payment for services furnished or to be furnished, Seller will give the Purchaser at least thirty (30) days notice of termination of such services and, upon giving such notice, this agreement and all of Seller's responsibilities hereunder shall come to an end as if the date fixed in such notice was the term fixed in the Agreement between Seller and the Purchaser. Purchaser shall be liable to Seller for the amounts due for the original or extended term as set forth under "Default By Purchaser" herein. Also this Agreement may be suspended, at Seller's option, should the Purchaser's security equipment become so substantially damaged that further service is impracticable.
- Renewal.** The term of the Monitoring Services Agreement shall be ~~three (3)~~ ^{one (1)} years from the date service is to be provided under this Agreement or the date this Agreement is signed by Purchaser, which ever is later. Purchaser agrees to pay the "Total Monthly Charges" listed on the reverse. This Agreement shall automatically, without action by either party, extend and renew itself under the same terms and conditions for successive periods of ~~three (3)~~ ^{one (1)} years each after the initial period unless either party gives to the other at least thirty (30) days written notice prior to the expiration date of its intention to terminate this agreement upon its original or any renewed expiration date. Time is of the essence with regard to such termination notice. This Agreement is subject to increases in the amount of the monitoring fees. In the event an increase in monitoring fees will occur, Seller will notify the Purchaser, in writing, no later than forty-five (45) days before the increase is to take effect. The Purchaser will have twenty (20) days from the date notice is received to withdraw from this Monitoring Services Agreement, provided that Seller may rescind the increase within such forty-five (45) day period and resume the previously charged monitoring fees thereby binding the Purchaser to the full term of this Agreement.

GENERAL TERMS AND CONDITIONS

1. Limited Warranties for Seller-Installed Systems

- Limited Installation Warranty.** Seller warrants that installation will be completed in accordance with the standard installation procedures of Seller. The Installation Warranty shall commence upon completion of installation and shall expire ~~thirty (30) days~~ ^{one (1) year} thereafter unless otherwise agreed in writing between Seller and Purchaser.
 - Remedy. Seller agrees to correct any defect in workmanship or materials which arises from improper installation if such defect occurs within the installation warranty period and during normal or proper use of the System.
- Limited Equipment Warranty.** Seller warrants that the equipment listed on the front of this Agreement (the "Equipment") will be new when installed, will conform to the Equipment ordered by the Purchaser, and will be free from defects. The Equipment Warranty shall commence upon the completion of installation and shall expire ~~thirty (30) days~~ ^{one (1) year} thereafter unless otherwise agreed in writing between Seller and Purchaser.
 - Remedy. (A) Seller agrees to replace, at its expense, any Equipment that does not conform to the Equipment ordered by the Purchaser. (B) Seller agrees to furnish a replacement part for any portion of the System that proves to be defective in workmanship or material under normal use within the limited equipment warranty period. Seller may use reconditioned parts in fulfillment of this obligation. Replacement parts are warranted only for the unexpired term of the original warranty. (C) Seller agrees to remove, send to the manufacturer, and reinstall, at Seller's expense, any Equipment not manufactured by Seller that is warranted and that proves to be defective in workmanship or material under normal use.
- Exclusions.** The Limited Warranties do not apply to Systems that have been damaged by acts not within the Seller's control including but not limited to accident, power surges or brownouts, defective or discharged batteries, abuse, lack of proper maintenance, alterations not authorized by Seller, misapplication, force of the elements or acts of God. Service calls which do not involve defective workmanship or materials are not covered under the Limited Warranties. Further, Seller assumes no liability for damages attributable to interruption of service, delay in installation or delay in repair or service to the System caused by acts beyond its reasonable control, including but not limited to, strikes, riots, force of the elements, acts of God, interruption in utility service, or delay in response time by Municipal Services.
- The foregoing Limited Warranties are the sole warranties made by Seller, are made only in the event that Seller has installed its system or to the extent that Seller has replaced parts of a non-Seller system, and are in lieu of all other warranties whether express or implied. **SELLER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER IMPLIED WARRANTIES, ARISING THROUGH TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE.**
- The foregoing remedies are the **SOLE AND EXCLUSIVE** remedies on which Purchaser may rely and are not cumulative with any other remedies otherwise provided by law.
- Procedure.** The Purchaser is obligated to deliver to Seller, at the office indicated on the front of this Agreement, written notice of any claimed defect under either warranty, and such notice must be postmarked within the warranty period. Access to the System for repairs is the responsibility of the Purchaser. Seller will endeavor to perform repairs/ service within 48 hours after notification by Purchaser. Seller will perform repairs during regular working hours unless otherwise requested by Purchaser. Repairs made outside regular working hours are subject to a service labor premium.
- Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the Purchaser. This limited warranty gives the Purchaser specific legal rights. The Purchaser may also have other legal rights that vary from state to state.

2. Damages

(a) LIMITATION OF LIABILITY:

SELLER DISCLAIMS ALL LIABILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER GROUNDED IN CONTRACT, TORT, WARRANTY, OR ANY OTHER THEORY. Such damages include, but are not limited to loss of profits, loss or theft of savings or other property, loss of the use of the System or the Premises, cost of substitutes, damage to property, fines or charges levied by Municipal Services, or the claims of third parties.

(b) SELLER IS NOT AN INSURER:

- It is understood and agreed that Seller is not an insurer; that insurance, if any, shall be obtained by Purchaser; that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the Purchaser's property or premises;
- Purchaser acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, or the failure of the System to properly operate with resulting loss to Purchaser because of, (A) The uncertain amount or value of the Purchaser's property or others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert; (B) The uncertainty of the response time of any police, fire or other municipal service ("Municipal Service"); (C) The inability to ascertain what portion, if any, of any loss would be proximately caused by Seller's failure to perform or by failure of its equipment to operate; or (D) The nature of the service to be performed by Seller.
- Purchaser understands and agrees that if Seller should be found liable for loss or damage due from a failure of Seller to perform any of the obligations herein, including but not limited to installation, maintenance, monitoring or service or the failure of the System or equipment in any respect whatsoever, Seller's liability shall be limited to One Thousand Dollars (\$1,000.00) and this liability shall be **EXCLUSIVE**; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly from performance or non-performance of the obligations imposed by this contract or from negligence, active or otherwise, of Seller, its agents, assigns or employees.
- In the event that the Purchaser wishes Seller to assume greater liability, Purchaser may, as a matter of right, obtain from Seller a higher limit by paying an additional amount determined by Seller in view of the increase in damages, but such additional obligation shall in no way be interpreted to hold the Seller as an insurer.

- Testing and Use.** It is the duty of the Purchaser to test the System periodically but not less than monthly. It is the duty of the Purchaser to carefully and properly arm the System, and Purchaser shall immediately report in writing any claimed inadequacies in or failure of the security equipment.
- Commercial Use Only.** Purchaser warrants that the System and services provided by Seller will not be used for personal family or household use. This Agreement is deemed to be between commercial parties.

- Return of Equipment.** The Purchaser acknowledges that the digital control device and any wireless communication equipment used in conjunction with central station monitoring is the property of Seller, and in the event that this Agreement should be terminated or cancelled, or monitoring services ended, Seller has the right to remove said devices during regular business hours upon notice to the Purchaser.
- Interruption and Communications.** Seller shall not be obligated to perform any monitoring service hereunder during any time when the Purchaser's telephone system shall not be working since signals to Seller are received solely by means of telephonic communication. Seller assumes no liability for interruption of service due to strike, war, riots, floods, fire, winds, snow, natural causes or any other causes beyond the control of Seller including interruption in the electrical utility service. Seller will not be required to supply service to the Purchaser while interruption of service due to any such cause shall prevail or continue. Where radio is used as a means of alarm transmission, Seller shall likewise not be obligated to perform monitoring services when radio reception is hindered by man-made static, by static of natural causes or by natural phenomena, such as sunspot activity or solar winds.
- Police and Fire Department Connected Alarms.** Purchaser acknowledges that if the signals transmitted from Purchaser's premises will be monitored in municipal police and/or fire departments or other locations, that the personnel of such municipal police and/or fire department or other location are not agents of Seller, nor does Seller assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.
- Suspension or Cancellation of this System.** This Agreement may be suspended or cancelled, without notice at the option of Seller, if Seller's or Purchaser's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event that Seller is unable to render service as a result of any action by any governmental authority.

- Authorized Personnel.** Purchaser agrees to furnish forthwith a written list of the names, titles, residence addresses, residence phone numbers and signatures of all persons authorized to arrange an unscheduled event and/or authorized to enter or remain on the premises of Purchaser during the regularly scheduled closed period, and/or be notified in the event of an alarm, and to furnish Seller with a written daily and holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to Seller in writing.
- Change to the System; Cost of Repairs; Additional Protection; Risk of Loss.** The cost of any additions, changes and variances in the System, as herein contracted for or as originally installed, made at the request of or made necessary or required by Purchaser's action, or which may be demanded by any governmental agency or insurance interests or inspection and rating bureaus, are to be borne by Purchaser. **PURCHASER ACKNOWLEDGES THAT PURCHASER HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM SELLER OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO PURCHASER.** All risk of loss or damage to the System shall be borne exclusively by Purchaser whose obligations hereunder shall not be diminished by any such loss or damage.
- Late Fees and Interest; Reconnect Charges.** If the Purchaser is late with any payment, the Seller, if allowed by law, can charge the Purchaser a late fee of \$3 on any payment to offset administrative charges related to the collection of the late payment. In the event any payment due hereunder is late, Seller may also impose and collect a delinquency charge of 1.25 % per month (15% per annum), or the highest amount allowed under law, whichever is less, of the amount of the delinquency. If the alarm system is deactivated because of Purchaser's past due balance, and if Purchaser desires to have the system reactivated, Purchaser agrees to pay in advance to Seller a reconnection fee to be fixed by Seller in a reasonable amount. Time is of the essence with respect to any payments required under this Agreement.
- Change in Ownership of Purchaser's Premises.** Purchaser acknowledges that the sale or transfer of Purchaser's Premises shall not relieve Purchaser of his duties and obligations under this Agreement. Purchaser may not assign or permit anyone to take subject to this Agreement without the written consent of the Seller.
- Assignees/Subcontractors of Seller.** Seller shall have the right to assign this Agreement to any other person, firm or corporation without notice to Purchaser and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Purchaser acknowledges that this Agreement, and particularly those paragraphs relating to Seller's disclaimer of warranties, maximum liability, liquidated damages, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors of Seller, and that they bind Purchaser with respect to said assignees and/or subcontractors with the same force and effect that they bind Purchaser to Seller.
- Default by Purchaser.** If the Purchaser (i) fails to make any payment as agreed herein, (ii) ceases doing business as a going concern, (iii) becomes insolvent, (iv) makes an assignment for the benefit of creditors, (v) files a petition or is the subject of a petition filed against Purchaser under the Bankruptcy Act or any amendment thereto, including a petition for reorganization, arrangement or extension, (vi) if any representation, warranty or financial information made or submitted by Purchaser shall be untrue or unperformed in any material respect, or (vii) defaults hereunder in any other respect, Seller must give Purchaser thirty (30) days written notice of such default, and if such default is not cured within such thirty (30) day period, the entire amount due under this Agreement for the balance of the Agreement period shall become immediately due and payable. In the event of such default the Purchaser hereby consents to the Seller immediately entering the aforesaid premises or any other premises where the property of said Seller may be located for the purpose of removing the equipment belonging to the Seller upon the expiration of this Agreement or any renewal term thereof, or upon the happening of any other contingency set forth herein, the Seller may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to person or property arising out of such entry or taking of possession. Removal of the equipment by Seller shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall the Seller be liable for any normal damage caused to the premises by installation or removal of its equipment.
- Prior Agreements.** Purchaser warrants and represents that Purchaser is not under any enforceable agreement with any other party concerning alarm systems of any kind and description installed at the premises, and furthermore Purchaser agrees to indemnify and save harmless Seller against all claims, demands, suits, expenses and damages by judgement or otherwise which may be now or hereafter incurred as a result of or arising out of any agreement that Purchaser may have entered into with any party concerning any such alarm systems of every kind and description. Purchaser will pay all said sums, including reasonable attorney's fees, for the defense of any such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnity provision.
- Purchaser's Purchase Order.** Purchaser acknowledges that if there is any conflict between this Agreement and Purchaser's purchase order or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.
- Indemnification.** Purchaser agrees to and shall indemnify and save harmless Seller, its employees and agents for and against all third party claims, lawsuits and losses arising out of or in connection with the operation or non-operation of the system or monitoring facilities whether these claims be based upon alleged intentional conduct, or active or passive negligence on the part of Seller, its agents, servants or employees. This agreement by Purchaser to indemnify Seller against third party claims as herein above set forth shall not apply to losses, expenses and injury resulting in injury or death to third persons or injury to property of third persons, which losses, damages, expenses and liability occur while an employee of Seller is on Purchaser's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.
- Costs of Collection.** Costs of collection of accounts overdue including reasonable attorney's fees and interest shall be borne by the Purchaser.
- Assignment by Purchaser.** This Agreement is not assignable by Purchaser without the written consent of Seller. Any attempt by Purchaser to assign this Agreement without written consent of Seller shall be invalid.
- Modification of Terms.** No understanding, promise, representation, waiver, alteration, or modification purporting to change this Agreement shall be binding unless evidenced in writing, signed by the party to be bound, and, in the case of Seller, approved by an officer of Seller.
- Entire Agreement.** This instrument contains the entire agreement between the parties with respect to the transactions described herein and supercedes all previous negotiations, commitments and writings. If any of the terms or provisions of this Agreement shall be determined to be invalid or unenforceable, all other terms and provisions shall remain in full force and effect. This Agreement becomes binding upon Seller when signed by a Management employee of Seller or upon commencement of installation.
- Applicable Law.** This agreement shall be deemed to have been made in Pittsburgh, Pennsylvania. Any claim arising out of this Agreement shall be filed in the Court of Common Pleas of Allegheny County. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law principles.

JOB # 29981000

4-28-99



One of the Armstrong Group of Companies
850 Ridge Road • Pittsburgh, PA 15205 • 412-788-2200

COMMERCIAL AGREEMENT

THIS AGREEMENT is made this 1st day of MAY, 19 99, by and between Guardian Protection Services, Inc. ("Seller") and JENNIFER CONVERTIBLES, INC. ("Purchaser") for services to be performed at 180 N. WABASH, CHICAGO, IL 60601 ("the Premises").

The Services (as described below) shall include (check appropriate boxes):

- ☐ the sale and installation of an emergency detection and reporting system (the "System");
☒ the lease and installation of the System; and/or
☒ monitoring services for the System or an existing system.

Phone: _____

The cost and description of the System/Services are as follows:

DESCRIPTION	COST										
1 - CONTROL PANEL VISTA 20	Installation: NO CHARGE										
1 - KEYPAD AD-6128	Less Deposit: N/A										
1 - TIE IN THE EXISTING PARTS	Balance Due: N/A										
101 - NON-UNION LABOR, WIRE & MISC PARTS	(Subject to Applicable Tax)										
CUSTOMER RESPONSIBLE FOR AC POWER OUTLET, TELE. SERVICE & PERMIT FEES	Payable as follows: _____										
<p><i>at panic drivers need to be working</i></p> <p><i>call on Fri 1 to 8 PM and let open & closing</i></p>											
<table border="1"> <tr> <td>Monthly Leasing Fee</td> <td>\$</td> </tr> <tr> <td>Monthly Monitoring Fee</td> <td>\$</td> </tr> <tr> <td>Monthly Open/Close Reports</td> <td>\$</td> </tr> <tr> <td>TOTAL MONTHLY CHARGES*</td> <td>\$38.00</td> </tr> <tr> <td colspan="2">(*Subject to Applicable Tax.)</td></tr> </table>		Monthly Leasing Fee	\$	Monthly Monitoring Fee	\$	Monthly Open/Close Reports	\$	TOTAL MONTHLY CHARGES*	\$38.00	(*Subject to Applicable Tax.)	
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(*Subject to Applicable Tax.)											
SPECIAL CONDITIONS: BILL QUARTERLY -											
BILL TO: JENNIFER CONVERTIBLES, INC.											
417 CROSSWAYS PARK DR., WOODBURY, NY 11797											

PLEASE READ THE TERMS AND CONDITIONS
ON THE FRONT AND BACK OF THIS AGREEMENT BEFORE SIGNING.

A. Terms Applying to Installation of Equipment

- Purchaser warrants and represents (Refer to notes or copies to be provided the protective system) that it has no knowledge of any existing or potential fire, burglar, or other alarm system in the Premises. If such a system is discovered, the Purchaser shall notify the Seller immediately and in writing. The Seller shall be responsible for the removal of such system and for the cost of removal. The Seller shall be responsible for the removal of such system and for the cost of removal. The Seller shall be responsible for the removal of such system and for the cost of removal.
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B. Terms Applying to Sale

- The System shall remain the property of Seller until fully paid for in cash by Purchaser. If Purchaser agrees to purchase the System on credit, the Seller shall retain title to the System until the System is fully paid for in cash by Purchaser. If Purchaser agrees to purchase the System on credit, the Seller shall retain title to the System until the System is fully paid for in cash by Purchaser.
- Purchaser shall be responsible for the removal of such system and for the cost of removal. The Seller shall be responsible for the removal of such system and for the cost of removal. The Seller shall be responsible for the removal of such system and for the cost of removal.
- Purchaser shall be responsible for the removal of such system and for the cost of removal. The Seller shall be responsible for the removal of such system and for the cost of removal. The Seller shall be responsible for the removal of such system and for the cost of removal.

ACKNOWLEDGMENT OF PURCHASER

BY SIGNING THIS AGREEMENT PURCHASER ACKNOWLEDGES THAT THE SYSTEM IS ONLY A DETECTOR AND IS NOT TO BE CONSIDERED AS A SUBSTITUTE FOR INSURANCE AGAINST LOSS OR DAMAGE TO THE PREMISES OR OTHER CAUSE. PURCHASER FURTHER ACKNOWLEDGES THAT SELLER IS NOT AN INSURER THAT PURCHASER ASSUMES ALL RISK FOR LOSS OR DAMAGE TO PURCHASER'S PREMISES OR TO ITS CONTENTS.

GUARDIAN PROTECTION SERVICES, INC.

By: _____

PURCHASER

By: *Mark J. Falcant* V.P. & P.H. Stokes

MANAGEMENT ACCEPTANCE

INDIVIDUAL GUARANTY(ES)

G-00-023 Rev. 1/99

1. **Obligation.** The Purchaser and Seller agree that Seller's only obligation under the Monitoring Service portion of this Agreement shall be to monitor signals received and to respond thereto. Seller, upon the receipt of a signal from the Purchaser's Premises, shall make every reasonable effort to transmit notification of the alarm promptly to the police, fire or other authorities and/or the person or persons whose names and telephone numbers are set forth in the "Responsible Party Data", unless there is just cause to assume that an emergency condition does not exist.

2. **Termination.** In the event that the Purchaser fails or refuses to make payment for services furnished or to be furnished, Seller will give the Purchaser at least thirty (30) days notice of termination of such services and, upon giving such notice, this agreement and all of Seller's responsibilities hereunder shall come to an end as if the date fixed in such notice was the date of termination. If the Seller's original or extended term as set forth under "Default By Purchaser" herein, Also this Agreement may be suspended, at Seller's option, should the Purchaser's security equipment become so substantially damaged that further service is impracticable.
3. **Renewal.** The term of the Monitoring Services Agreement shall be three (3) years from the date service is to be provided under this Agreement or the date this Agreement is signed by Purchaser, which ever is later. Purchaser agrees to pay the "Total Monthly Charge" for such services on the reverse. This Agreement shall automatically renew for successive periods of three (3) years each after the initial period unless either party gives to the other at least thirty (30) days written notice prior to the expiration date of its intention to terminate this agreement under its original or any renewed expiration date. Time is of the essence with regard to such termination notice. If the Agreement is subject to increase in the amount of the monitoring fees, then the event of increase in monitoring fees will occur, Seller will notify the Purchaser, in writing, no later than forty-five (45) days before the increase is to take effect. The Purchaser will have twenty (20) days from the date notice is received to withdraw from this Monitoring Services Agreement, provided that Seller may rescind the increase in the without the forty-five (45) day period and resume the previously charged monitoring fees thereby binding the Purchaser to the terms of this Agreement.

1. Limited Warranties for Seller-Installed Systems

- (c) **Limited Installation Warranty.** Seller warrants that installation will be completed in accordance with the standard installation procedures of Seller. The Installation Warranty shall commence upon completion of installation and shall expire one (1) year thereafter unless otherwise agreed in writing between Seller and Purchaser.
- (d) **Remedy.** Seller agrees to correct any defect in workmanship or materials which arises from improper installation if such defect occurs within the installation warranty period and during normal or proper use of the System.
- (e) **Limited Equipment Warranty.** Seller warrants that the equipment listed on the front of this Agreement (the "Equipment") will be new when installed, will conform to the Equipment ordered by the Purchaser, and will be free from defects. The Equipment Warranty shall commence upon the completion of installation and shall expire one (1) year thereafter unless otherwise agreed in writing between Seller and Purchaser.
- (f) **Remedy.** (A) Seller agrees to replace, at its expense, any Equipment that does not conform to the Equipment ordered by the Purchaser. (B) Seller agrees to furnish a replacement part for any portion of the System that proves to be defective in workmanship or material under warranty within the limited equipment warranty period. Seller may use reconditioned parts in fulfillment of this obligation. Replacement parts are warranted only for the unexpired term of the original warranty. (C) Seller agrees to remove, send to the manufacturer, and reinstall, at Seller's expense, any Equipment not manufactured by Seller that is warranted and that proves to be defective in workmanship or material under normal use.
- (g) **Exclusions.** The Limited Warranties do not apply to Systems that have been damaged by acts not within the Seller's control included but not limited to: accident, power surges or brownouts, electrical discharged batteries, abuse, lack of proper maintenance, alterations not authorized by Seller, misapplication, force of the elements or acts of God. Service calls which do not involve defective workmanship or materials are not covered under the Limited Warranties. Further, Seller assumes no liability for damages attributable to interruption of service, delay in installation, or delay in repair or service to the System caused by acts beyond its reasonable control, including but not limited to, strikes, riots, force of the elements, acts of God, interruption in utility service, or delay in response time by Municipal Services.
- (h) The foregoing Limited Warranties are the sole warranties made by Seller, are made only in the event that Seller has installed its system or to the extent that Seller has replaced parts of a non-Seller system, and are in lieu of all other warranties whether express or implied. **SELLER EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER IMPLIED WARRANTIES, ARISING THROUGH TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE.**
- (i) The foregoing remedies are the **SOLE AND EXCLUSIVE** remedies on which Purchaser may rely and are not cumulative with any other remedies otherwise provided by law.
- (j) **Procedure.** The Purchaser is obligated to deliver to Seller, at the office indicated on the front of this Agreement, written notice of any claimed defect under either warranty, and such notice must be postmarked within the warranty period. Access to the System for repairs to the System within 48 hours after notification by Purchaser. Seller will endeavor to perform repairs/repairs within 48 hours after notification by Purchaser. Seller will perform repairs during regular working hours unless otherwise requested by Purchaser. Repairs made outside regular working hours are subject to a service labor premium.
- (k) Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the Purchaser. This limited warranty gives the Purchaser specific legal rights. The Purchaser may also have other legal rights that vary from state to state.
2. **Damages**
- (a) **LIMITATION OF LIABILITY:**
- SELLER DISCLAIMS ALL LIABILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER GROUNDED IN CONTRACT, TORT, WARRANTY, OR ANY OTHER THEORY.** Such damages include, but are not limited to loss of profits, loss or theft of savings or other property, loss of the use of the System or the Premises, cost of substitutes, damage to property, fines or charges levied by Municipal Services, or the claims of third parties.
- (b) **SELLER IS NOT AN INSURER:**
- (i) It is understood and agreed that Seller is not an insurer; that insurance, if any, shall be obtained by Purchaser; that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the Purchaser's property or premises;
- (ii) Purchaser acknowledges that it is impractical and extremely difficult to fix the actual damages. If any, which may proximately result from a failure to perform any of the obligations herein, or the failure of the System to properly operate with resulting loss to Purchaser because of, among other things: (A) The uncertain amount or value of Purchaser's property or others kept on the premises when the system fails, stolen, destroyed, damaged, or otherwise lost or destroyed by occurrences which the system or service is designed to detect or avert; (B) The uncertainty of the response time of any police, fire or other municipal service ("Municipal Service"); (C) The inability to ascertain what portion, if any, of any loss would be proximately caused by Seller's failure to perform or by failure of its equipment to operate; or (D) The nature of the service to be performed by Seller.
- (iii) Purchaser understands and agrees that if Seller should be found liable for loss or damage due from a failure of Seller to perform any of the obligations herein, including but not limited to installation, maintenance, monitoring or service or the failure of the System or equipment in any respect whatsoever, Seller's liability shall be limited to One Thousand Dollars (\$1,000.00) and this liability shall be **EXCLUSIVE**; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly from performance or nonperformance of the obligations imposed by this contract or from negligence, active or otherwise, of Seller, its agents, assignee or employee.
- (iv) In the event that the Purchaser wishes Seller to assume greater liability, Purchaser may, as a matter of right, obtain from Seller a higher limit by paying an additional amount determined by Seller in view of the increase in damages, but such additional obligation shall in no way be interpreted to hold the Seller as an insurer.

4. **Return of Equipment.** The Purchaser acknowledges that the digital control device and any wireless communication equipment used in conjunction with central station monitoring is the property of Seller, and in the event that this Agreement should be terminated or cancelled, or monitoring services ended, Seller has the right to remove said devices during regular business hours upon notice to the Purchaser.
5. **Interruption and Communications.** Seller shall not be obligated to perform any monitoring service hereunder during any time when the Purchaser's telephone system shall not be working since signals to Seller are received solely by means of telephonic communication. Seller assumes no liability for interruption of service due to strike, war, riots, floods, fire, winds, snow, natural causes or any other causes beyond the control of Seller. In addition, Seller assumes no liability for interruption of service due to any interruption of service by the Purchaser while interruption of service due to any such cause shall prevail or continue. Where radio is used as a means of alarm transmission, Seller shall likewise not be obligated to perform monitoring services when radio reception is hindered by man-made static, by static of natural causes or by natural phenomena, such as sunspot activity or solar winds.
6. **Police and Fire Department Connected Alarms.** Purchaser acknowledges that if the signals transmitted from Purchaser's premises will be monitored in municipal police and/or fire departments or other locations, that the personnel of such municipal police and/or fire department or other location are not agents of Seller, nor does Seller assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.
7. **Suspension of Cancellation of this System.** This Agreement may be suspended or cancelled, without notice at the option of Seller, if Seller or Purchaser's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event that Seller is unable to render service as a result of any action by any governmental authority.

5. **Authorized Personnel.** Purchaser agrees to furnish forthwith a written list of the names, titles, residence addresses, telephone phone numbers and signatures of all persons authorized to arrange an unscheduled event and/or authorized to enter or remain on the premises of Purchaser during the regularly scheduled closed period, and/or be notified in the event of an alarm, and to furnish Seller with a written daily and holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to Seller in writing.
6. **Change to the System; Cost of Repairs; Additional Protection; Risk of Loss.** The cost of any additions, changes and variances in the System, as herein contracted for or as originally installed, made at the request of or made necessary or required by Purchaser's action, or failure to act, or by any governmental agency or insurance company, shall be paid by Purchaser. PURCHASER HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM SELLER OVER AND ABOVE THAT PROVIDED HEREIN. AT AN ADDITIONAL COST TO PURCHASER. All risk of loss or damage to the System shall be borne exclusively by Purchaser whose obligations hereunder shall not be diminished by any such loss or damage.
7. **Late Fees and Interest; Reconnect Charges.** If the Purchaser is late with any payment, the Seller, if allowed by law, can charge the Purchaser a late fee of \$3 per day payment to offset administrative charges. If the Seller is late with any payment, the Seller may impose any payment due hereunder. If the Seller may also impose and collect a delinquency charge of 1.25 % per month (15% per annum), or the highest amount allowed under law, whichever is less, of the amount of the delinquency. If the alarm system is deactivated because of Purchaser's past due balance, and if Purchaser desires to have the system reactivated, Purchaser agrees to pay in advance to Seller a reconnect charge to be fixed by Seller in a reasonable amount. Time is of the essence with respect to any payments required under this Agreement.
8. **Change in Ownership of Purchaser's Premises.** Purchaser acknowledges that the sale or transfer of Purchaser's Premises shall not relieve Purchaser of his duties and obligations under this Agreement. Purchaser may not assign or permit anyone to take subject to this Agreement without the written consent of the Seller.
9. **Assignees/Subcontractors of Seller.** Seller shall have the right to assign this Agreement to any other person, firm, or corporation, without notice to Purchaser and shall have the further right to subcontract any installation and/or service, including monitoring, which it may perform. Purchaser acknowledges that this Agreement, and particularly those paragraphs relating to Seller's disclaimer of warranties, maximum liability, liquidated damages, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors of Seller, and that they bind Purchaser with respect to said assignees and/or subcontractors with the same force and effect that they bind Purchaser to Seller.
10. **Default by Purchaser.** If the Purchaser (i) fails to make any payment as agreed herein, (ii) ceases doing business as a going concern, (iii) becomes insolvent, or (iv) makes an assignment for the benefit of creditors, or (v) is the subject of a petition filed against Purchaser under the Bankruptcy Act or any amendment thereto, including a petition for reorganization, arrangement or extension, (vi) if any representation, warranty or financial information made or submitted by Purchaser shall be untrue or unperformed in any material respect, or (vii) defaults hereunder in any other respect, Seller must give Purchaser thirty (30) days written notice of such default, and if such default is not cured within such thirty (30) day period, the entire amount of the Agreement shall be due and payable for the balance of the Agreement period shall become immediately due and payable. In the event of such default the Purchaser hereby consents to the Seller immediately entering the aforesaid premises or any other premises where the property of said Seller may be located for the purpose of removing the equipment belonging to the Seller; upon the expiration of this Agreement or any renewal term thereof, or upon the happening of any other contingency set forth herein, the Seller may immediately enter said premises to remove, install, repair or otherwise effect the result of any agreement that may be made by Seller, its agents, servants or employees, or active or passive negligence on the part of the Seller, its agents, servants or employees, or any other person, firm or corporation, arising out of such entry or taking of possession. Removal of the equipment by Seller shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall the Seller be liable for any normal damage caused to the premises by installation or removal of its equipment.
11. **Prior Agreements.** Purchaser warrants and represents that Purchaser is not under any enforceable agreement with any other party concerning alarm systems of any kind and description installed at the premises, and furthermore Purchaser agrees to indemnify and save harmless Seller against all claims, demands, suits, expenses and damages by judgment or otherwise which may be now or hereafter incurred as a result of arising out of any agreement that may be made by Seller, its agents, servants or employees, or active or passive negligence on the part of the Seller, its agents, servants or employees, or any other person, firm or corporation, arising out of such entry or taking of possession. Purchaser will pay all said sums, including reasonable attorney's fees, for the defense of any such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnity provision.
12. **Purchaser's Purchase Order.** Purchaser acknowledges that if there is any conflict between this Agreement and Purchaser's purchase order or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.
13. **Indemnification.** Purchaser agrees to and shall indemnify and save harmless Seller, its employees and agents for and against all third party claims, lawsuits and losses arising out of or in connection with the operation or non-operation of the system or monitoring facilities, whether these claims be based upon negligence, intentional conduct, or active or passive negligence on the part of Seller, its agents, servants or employees. This agreement by Purchaser to indemnify Seller against third party claims as herein above set forth shall not apply to losses, expenses and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damages, expenses and liability occur while an employee of Seller is on Purchaser's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.
14. **Costs of Collection.** Costs of collection of accounts overdue including reasonable attorney's fees and interest shall be borne by the Purchaser.
15. **Assignment by Purchaser.** This Agreement is not assignable by Purchaser without the written consent of Seller. Any attempt by Purchaser to assign this Agreement without written consent of Seller shall be invalid.
16. **Modification of Terms.** No understanding, promise, representation, waiver, alteration, or modification purporting to change this Agreement shall be binding unless evidenced in writing, signed by the party to be bound, and, in the case of Seller, approved by an officer of Seller.
17. **Entire Agreement.** This instrument contains the entire agreement between the parties with respect to the transactions described herein and supercedes all previous negotiations, commitments and writings. If any of the terms or provisions of this Agreement shall be determined to be invalid or unenforceable, all of the remaining terms and provisions shall remain in full force and effect. This Agreement becomes binding upon Seller when signed by a Management employee of Seller or upon commencement of installation.
18. **Applicable Law.** This agreement shall be deemed to have been made in Pittsburgh, Pennsylvania. Any claim arising out of this Agreement shall be filed in the Court of Common Pleas of Allegheny County, Pennsylvania, and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law principles.



One of the Armstrong Group of Companies
850 Ridge Road • Pittsburgh, PA 15205 • 412-788-2580

COMMERCIAL AGREEMENT

THIS AGREEMENT is made this 1ST day of MAY, 19 99 by and between Guardian Protection Services, Inc. ("Seller") and JENNIFER CONVERTIBLES/IVR ("Purchaser") for services to be performed at 701 N. MILWAUKEE AVENUE, VERNON HILLS, IL 60061 ("the Premises").

The Services (as described below) shall include (check appropriate boxes):

- ☐ the sale and installation of an emergency detection and reporting system (the "System");
☒ the lease and installation of the System; and/or
☒ monitoring services for the System or an existing system.

Phone: _____

The cost and description of the System/Services are as follows:

DESCRIPTION	COST
1 - CONTROL PANEL VISTA 20	Installation: <u>NO CHARGE</u>
1 - KEYPAD AD-6128	Less Deposit: <u>N/A</u>
1 - TIE IN EXISTING PARTS	Balance Due*: <u>N/A</u>
LOT - NON-UNION PARTS, LABOR, WIRE, & MISC	(*Subject to Applicable Tax)
CUSTOMER RESPONSIBLE FOR AC POWER OUTLET, TELE. SERVICE & PERMIT FEES	Payable as follows: _____

- 1 - PORTABLE PANIC (AS REQUIRED)
1 - FIXED PANIC (AS REQUIRED)

Monthly Leasing Fee	\$
Monthly Monitoring Fee	\$
Monthly Open/Close Reports	\$
TOTAL MONTHLY CHARGES*	\$ 38.00
(*Subject to Applicable Tax.)	

SPECIAL CONDITIONS: BILL QUARTERLY

BILL TO: JENNIFER CONVERTIBLES, INC.

417 CROSSWAYS PARK DR, WOODBURY, NY 11797

PLEASE READ THE TERMS AND CONDITIONS
ON THE FRONT AND BACK OF THIS AGREEMENT BEFORE SIGNING.

A. Terms Applying to Installation of Equipment

- Purchaser authorizes and empowers Seller to install or cause to be installed the protective system set forth on the Schedule of Protection. Purchaser agrees that the work of installation shall be performed on weekdays only unless the Purchaser directs otherwise. In which case, the Purchaser hereby agrees to pay Seller any resulting increased cost for installation. Should Seller be forced to subcontract any portion of the installation due to any trade union jurisdiction dispute, the additional cost caused by such subcontracting shall be paid by Purchaser. Purchaser authorizes use of electrical outlets required and necessary current any repairs or changes to Purchaser's premises, as requested by Seller, to facilitate the installation and operation of the System. Any error or omission in the construction or installation of the System must be called to the attention of Seller, in writing, within thirty (30) days after completion of the installation. Otherwise, the installation shall be deemed fully satisfactory to and accepted by Purchaser. Seller assumes no liability for delay in installation of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service to Purchaser while interruption of service due to any such cause may continue.
- There may be a one time installation fee to install the necessary telephone company interface jack. If for any reason Seller is unable to install this equipment, such will be installed by the appropriate telephone company and billed directly to Purchaser.
- Purchaser has the affirmative duty to inform Seller, prior to beginning of the installation of the Equipment, of every location at the premises where Seller should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes, take reasonable precautions to avoid concealed obstructions, but has no means of determining with certainty if they exist. Any cost incurred to repair any concealed pipes, wires or other obstructions not identified by Purchaser prior to commencement of any work by Seller, and any resulting damaged walls, ceiling floors or furnishings shall be the Purchaser's sole expense and responsibility. If asbestos or other health hazardous material is encountered during the installation of the Equipment, Seller will cease work until Purchaser has at Purchaser's sole expense obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to Seller's personnel. In no case shall Seller be liable for all the discovery or exposure of hidden asbestos or other hazardous material or for the handling or disposing of asbestos or any other hazardous material.

B. Terms Applying to Sale

- The System shall remain the personal property of Seller until fully paid for in cash by Purchaser, and Purchaser agrees to perform all acts which may be necessary to assure the retention of title to the System by Seller. Should Purchaser default in any payment for the System or any part, then Purchaser authorizes and empowers Seller to remove the System or any part from the Premises. Such removal, if made by Seller, shall not be deemed a waiver of Seller's right to damages that Seller sustains as a result of Purchaser's default, and Seller shall have the right to enforce any other legal remedy or right. Furthermore, Seller shall be in no way obligated to restore the Premises to its original condition, or replace the same in the event of the System or any part is removed as a result of Purchaser's default in payment. Risk of loss of the System, or any part of the same, shall pass to Purchaser upon delivery to the Premises of such System or any part.
- Under the Mechanic's Lien Law, any person who helps to improve your property and is not paid has the right to assert a claim against your property. Under law, you may protect yourself against such claims either by filing with the court a "No Lien Agreement" or a payment bond, depending upon the law of the state where your property is located.
- Purchaser agrees to keep the System fully insured while title is retained by Seller. This insurance will be for loss by fire, theft, or any cause, and the named beneficiary will be Seller and Purchaser, with any loss payments being made pro rata to each party according to their respective interests as shall exist at the time of loss. Purchaser acknowledges that the loss, damage, or destruction of the System will not release or the contractual obligations of the Purchaser as set forth in this Agreement.

C. Terms Applying to Lease

- Purchaser is the owner, occupant, or lessee of the Premises noted in this Agreement. Purchaser shall provide Seller with proof of status.
- Purchaser hereby leases the Equipment from Seller for a period of _____ months, this period commencing with the completion of installation of the Equipment.
- Purchaser agrees to pay any "Labor" or "Installation" charges listed in this Agreement and to pay the "Total Monthly Charges" noted above.
- It is agreed by the parties that this Contract will automatically renew itself for a period equal to the initial term of this Agreement and will keep renewing itself for the same period of time, unless prior to the expiration of this Contract, Purchaser or Seller gives written notice of expiration. This notice must be given at least thirty (30) days before the expiration date. Time is of the essence with regard to such termination notice.
- Purchaser authorizes and empowers Seller to maintain and service the aforesaid system and to make any necessary inspections, tests and repairs as required. In the case of life saving equipment, Purchaser will notify Seller in writing of any change in its life rating bureau alarm protection. Repairs necessitated by ordinary wear and tear shall be at Seller's expense and shall be performed as soon as reasonably possible after receipt of notice by Seller from Purchaser. All necessary inspections and tests which may be required on the part of Seller shall be performed between the hours of 9:00 a.m. and 5:00 p.m. on a regular business day. Purchaser acknowledges that Seller's obligation hereunder refers solely to the maintenance of the specified alarm system and that Seller is in no way obligated to insure the operation of the System or to maintain or service Purchaser's property or the property of others to which Seller's system is connected.
- Purchaser acknowledges and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed hereat, including, but not limited to transmitters, detection devices, bell boxes and controls shall at all times remain the sole property of Seller. Upon the expiration of this Agreement or upon any default as herein set forth, Seller is authorized to enter upon the premises of Purchaser and to remove all of the Seller owned equipment. Seller shall not be responsible for redecorating or removing the equipment after the removal of such equipment. Removal of Seller owned equipment shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof. Purchaser shall, in such event, return the entire contract or extensions or renewals thereof to Seller in good condition, reasonable wear and tear excepted. Upon completion of the removal of the installation, title to all of the nonrecoverable and Seller owned equipment, but not limited to wire, cable, foil conduct, screens and the labor for the installation of the system shall vest in the Purchaser. Notwithstanding the foregoing, during the term of this Agreement, Purchaser will not damage, remove, encumber, tamper with the premises, tampered with or repaired by anyone who is not an authorized agent of Seller. In the event of loss or damage to any portion of the system, whether owned by Seller or Purchaser, Purchaser agrees to pay Seller the reasonable value for the replacement or repair of the Seller owned equipment, or the installation on the premises of the replacement equipment. Purchaser agrees that the installation of the Seller owned equipment does not create a future to Purchaser's premises as to that equipment.

ACKNOWLEDGMENT OF PURCHASER

BY SIGNING THIS AGREEMENT PURCHASER ACKNOWLEDGES THAT THE SYSTEM IS ONLY A DETERRENT AND IS NOT TO BE CONSIDERED AS A SUBSTITUTE FOR INSURANCE AGAINST LOSSES CAUSED BY FIRE, THEFT, BURGLARY OR OTHER CAUSES. PURCHASER FURTHER ACKNOWLEDGES THAT SELLER IS NOT AN INSURER. THAT PURCHASER ASSUMES ALL RISK FOR LOSS OR DAMAGE TO PURCHASER'S PREMISES OR TO ITS CONTENTS;

THAT SELLER HAS MADE NO REPRESENTATION OR WARRANTIES NOR HAS PURCHASER RELIED ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, EXCEPT AS SET FORTH HEREIN; AND PURCHASER ACKNOWLEDGES THAT HE HAS READ AND UNDERSTANDS THE PARAGRAPHS OF THIS AGREEMENT, ESPECIALLY THOSE PARAGRAPHS WHICH SET FORTH SELLER'S OBLIGATION AND MAXIMUM LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO PURCHASER.

GUARDIAN PROTECTION SERVICES, INC.

PURCHASER

By: _____

By: _____
AUTHORIZED SIGNATURE

D. Terms Applying to Monitoring Service

1. **Obligation.** The Purchaser and Seller agree that Seller's only obligation under the Monitoring Service portion of this Agreement shall be to monitor signals received and to respond thereto. Seller, upon the receipt of a signal from the Purchaser's Premises, shall make every reasonable effort to transmit notification of the alarm promptly to the police, fire or other authorities and/or the person or persons whose names and telephone numbers are set forth in the "Responsible Party Data", unless there is just cause to assume that an emergency condition does not exist.
2. **Termination.** In the event that the Purchaser fails or refuses to make payment for services furnished or to be furnished, Seller will give the Purchaser at least thirty (30) days notice of termination of such services and, upon giving such notice, this agreement and all of Seller's responsibilities hereunder shall come to an end and as if the date fixed in this agreement for the term fixed in the Agreement between Seller and the Purchaser. Purchaser shall be liable to Seller for the amounts due for the original or extended term as set forth under "Default By Purchaser" herein. Also this Agreement may be suspended, at Seller's option, should the Purchaser's security equipment become so substantially damaged that further service is impracticable.
3. **Renewal.** The term of the Monitoring Services Agreement shall be ~~one (1)~~ **three (3)** years from the date service is to be provided under this Agreement or the date this Agreement is signed by Purchaser, which ever is later. Purchaser agrees to pay the "Total Monthly Charges" listed on the reverse. This Agreement shall automatically, without action by either party, extend and renew itself under the same terms and conditions for successive periods of ~~one (1)~~ **three (3)** years each after the initial period unless either party gives to the other party at least thirty (30) days written notice prior to the expiration date of its intention to terminate this agreement upon its original or any renewed expiration date. Time is of the essence with regard to such termination notice. This Agreement is subject to increases in the amount of the monitoring fees. In the event an increase in monitoring fees will occur, Seller will notify the Purchaser, in writing, no later than forty-five (45) days before the increase is to take effect. The Purchaser will have twenty (20) days from the date notice is received to withdraw from this Monitoring Services Agreement, provided that Seller may rescind the increase within such forty-five (45) day period and resume the previously charged monitoring fees thereby binding the Purchaser to the full term of this Agreement.

GENERAL TERMS AND CONDITIONS

1. Limited Warranties for Seller-Installed Systems

- (a) **Limited Installation Warranty.** Seller warrants that installation will be completed in accordance with the standard installation procedures of Seller. The Installation Warranty shall commence upon completion of installation and shall expire ~~thirty (30) days~~ **one (1) year** thereafter unless otherwise agreed in writing between Seller and Purchaser.
 - (i) **Remedy.** Seller agrees to correct any defect in workmanship or materials which arises from improper installation if such defect occurs within the installation warranty period and during normal or proper use of the System.
- (b) **Limited Equipment Warranty.** Seller warrants that the equipment listed on the front of this Agreement (the "Equipment") will be new when installed, will conform to the Equipment ordered by the Purchaser, and will be free from defects. The Equipment Warranty shall commence upon the completion of installation and shall expire ~~thirty (30) days~~ **one (1) year** thereafter unless otherwise agreed in writing between Seller and Purchaser.
 - (i) **Remedy.** (A) Seller agrees to replace, at its expense, any Equipment that does not conform to the Equipment ordered by the Purchaser. (B) Seller agrees to furnish a replacement part for any portion of the System that proves to be defective in workmanship or material under normal use within the limited equipment warranty period. Seller may use reconditioned parts in fulfillment of this obligation. Replacement parts are warranted only for the unexpired term of the original warranty. (C) Seller agrees to remove, send to the manufacturer, and reinstall, at Seller's expense, any Equipment not manufactured by Seller that is warranted and that proves to be defective in workmanship or material under normal use.
- (c) **Exclusions.** The Limited Warranties do not apply to Systems that have been damaged by acts not within the Seller's control including but not limited to accident, power surges or brownouts, defective or discharged batteries, abuse, lack of proper maintenance, alterations not authorized by Seller, misapplication, force of the elements or acts of God. Service calls which do not involve defective workmanship or materials are not covered under the Limited Warranties. Further, Seller assumes no liability for damages attributable to interruption of service, delay in installation, or delay in repair or service to the System caused by acts beyond its reasonable control, including but not limited to, strikes, riots, force of the elements, acts of God, interruption in utility service, or delay in response time by Municipal Services.
- (d) The foregoing Limited Warranties are the sole warranties made by Seller, are made only in the event that Seller has installed its system or to the extent that Seller has replaced parts of a non-Seller system, and are in lieu of all other warranties whether express or implied. SELLER EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER IMPLIED WARRANTIES, ARISING THROUGH TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE.
- (e) The foregoing remedies are the SOLE and EXCLUSIVE remedies on which Purchaser may rely and are not cumulative with any other remedies otherwise provided by law.
- (f) **Procedure.** The Purchaser is obligated to deliver to Seller, at the office indicated on the front of this Agreement, written notice of any claimed defect under either warranty, and such notice must be postmarked within the warranty period. Access to the System for repairs is the responsibility of the Purchaser. Seller will endeavor to perform repairs/service within 48 hours after notification by Purchaser. Seller will perform repairs during regular working hours unless otherwise requested by Purchaser. Repairs made outside regular working hours are subject to a service labor premium.
- (g) Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the Purchaser. This limited warranty gives the Purchaser specific legal rights. The Purchaser may also have other legal rights that vary from state to state.

2. Damages

(a) LIMITATION OF LIABILITY:

SELLER DISCLAIMS ALL LIABILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER GROUNDED IN CONTRACT, TORT, WARRANTY, OR ANY OTHER THEORY. Such damages include, but are not limited to loss of profits, loss or theft of savings or other property, loss of the use of the System or the Premises, cost of substitutes, damage to property, fines or charges levied by Municipal Services, or the claims of third parties.

(b) SELLER IS NOT AN INSURER:

- (i) It is understood and agreed that Seller is not an insurer; that insurance, if any, shall be obtained by Purchaser; that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the Purchaser's property or premises;
- (ii) Purchaser acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, or the failure of the System to properly operate with resulting loss to Purchaser because of, among other things: (A) The uncertain amount or value of the Purchaser's property or others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert; (B) The uncertainty of the response time of any police, fire or other municipal service ("Municipal Service"); (C) The inability to ascertain what portion, if any, of any loss would be proximately caused by Seller's failure to perform or by failure of its equipment to operate; or (D) The nature of the service to be performed by Seller.
- (iii) Purchaser understands and agrees that if Seller should be found liable for loss or damage due from a failure of Seller to perform any of the obligations herein, including but not limited to installation, maintenance, monitoring or service or the failure of the System or equipment in any respect whatsoever, Seller's liability shall be limited to One Thousand Dollars (\$1,000.00) and this liability shall be EXCLUSIVE; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly from performance or nonperformance of the obligations imposed by this contract or from negligence, active or otherwise, of Seller, its agents, assigns or employees.
- (iv) In the event that the Purchaser wishes Seller to assume greater liability, Purchaser may, as a matter of right, obtain from Seller a higher limit by paying an additional amount determined by Seller in view of the increase in damages, but such additional obligation shall in no way be interpreted to hold the Seller as an insurer.

3. **Testing and Use.** It is the duty of the Purchaser to test the System periodically but not less than monthly. It is the duty of the Purchaser to carefully and properly arm the System, and Purchaser shall immediately report in writing any claimed inadequacies in or failure of the security equipment.

4. **Commercial Use Only.** Purchaser warrants that the System and services provided by Seller will not be used for personal family or household use. This Agreement is deemed to be between commercial parties.

4. **Return of Equipment.** The Purchaser acknowledges that the digital control device and any wireless communication equipment used in conjunction with central station monitoring is the property of Seller, and in the event that this Agreement should be terminated or cancelled, or monitoring services ended, Seller has the right to remove said devices during regular business hours upon notice to the Purchaser.

5. **Interruption and Communications.** Seller shall not be obligated to perform any monitoring service hereunder during any time when the Purchaser's telephone system shall not be working since signals to Seller are received solely by means of telephonic communication. Seller assumes no liability for interruption of service due to strike, war, riots, floods, fire, winds, snow, natural causes or any other causes beyond the control of Seller including interruption in the electrical utility service. Seller will not be required to supply service to the Purchaser while interruption of service due to any such cause shall prevail or continue. Where radio is used as a means of alarm transmission, Seller shall likewise not be obligated to perform monitoring services when radio reception is hindered by man-made static, by static of natural causes or by natural phenomena, such as sunspot activity or solar winds.

6. **Police and Fire Department Connected Alarms.** Purchaser acknowledges that if the signals transmitted from Purchaser's premises will be monitored in municipal police and/or fire departments or other locations, that the personnel of such municipal police and/or fire department or other location are not agents of Seller, nor does Seller assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

7. **Suspension of Cancellation of this System.** This Agreement may be suspended or cancelled, without notice to either party, if Seller or Purchaser's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event that Seller is unable to render service as a result of any action by any governmental authority.

5. **Authorized Personnel.** Purchaser agrees to furnish forthwith a written list of the names, titles, residence addresses, residence phone numbers and signatures of all persons authorized to arrange an unscheduled event and/or authorized to enter or remain on the premises of Purchaser during the regularly scheduled closed period, and/or be notified in the event of an alarm, and to furnish Seller with a written daily and holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to Seller in writing.

6. **Change to the System; Cost of Repairs; Additional Protection; Risk of Loss.** The cost of any additions, changes and variances in the System, as herein contracted for or as originally installed, made at the request of or made necessary or required by Purchaser's action, or which may be demanded by any governmental agency or insurance interests or inspection and rating bureaus, are to be borne by Purchaser. PURCHASER ACKNOWLEDGES THAT PURCHASER HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM SELLER OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO PURCHASER. All risk of loss or damage to the System shall be borne exclusively by Purchaser whose obligations hereunder shall not be diminished by any such loss or damage.

7. **Late Fees and Interest; Reconnect Charges.** If the Purchaser is late with any payment, the Seller, if allowed by law, can charge the Purchaser a late fee of \$3 on any payment to offset administrative charges related to the collection of the late payment. In the event any payment due hereunder is late, Seller may also impose and collect a delinquency charge of 1.25 % per month (15% per annum), or the highest amount allowed under law, whichever is less, of the amount of the delinquency. If the alarm system is deactivated because of Purchaser's past due balance, and if Purchaser desires to have the system reactivated, Purchaser agrees to pay in advance to Seller a reconnect charge to be fixed by Seller in a reasonable amount. Time is of the essence with respect to any payments required under this Agreement.

8. **Change in Ownership of Purchaser's Premises.** Purchaser acknowledges that the sale or transfer of Purchaser's Premises shall not relieve Purchaser of his duties and obligations under this Agreement. Purchaser may not assign or permit anyone to take subject to this Agreement without the written consent of the Seller.

9. **Assignees/Subcontractors of Seller.** Seller shall have the right to assign this Agreement to any other person, firm or corporation without notice to Purchaser and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Purchaser acknowledges that this Agreement, and particularly those paragraphs relating to Seller's disclaimer of warranties, maximum liability, liquidated damages, and third party indemnification, here to the benefit of and are applicable to any assignees and/or subcontractors of Seller, and that they bind Purchaser with respect to said assignees and/or subcontractors with the same force and effect that they bind Purchaser to Seller.

10. **Default by Purchaser.** If the Purchaser (i) fails to make any payment as agreed herein, (ii) ceases doing business as a going concern, (iii) becomes insolvent, (iv) makes an assignment for the benefit of creditors, (v) files a petition or is the subject of a petition filed against Purchaser under the Bankruptcy Act or any amendment thereto, including a petition for reorganization, arrangement or extension, (vi) if any representation, warranty or financial information made or submitted by Purchaser shall be untrue or unperformed in any material respect, or (vii) defaults hereunder in any other respect, Seller must give Purchaser thirty (30) days written notice of such default, and if such default is not cured within such thirty (30) day period, the entire amount due under this Agreement for the balance of the Agreement period shall become immediately due and payable. In the event of such default the Purchaser hereby consents to the Seller immediately entering the aforesaid premises or any other premises where the property of said Seller may be located for the purpose of removing the equipment belonging to the Seller, upon the expiration of this Agreement or any renewal term thereof, or upon the happening of any other contingency set forth herein, the Seller may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to person or property arising out of such entry or taking of possession. Removal of the equipment by Seller shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall the Seller be liable for any normal damage caused to the premises by installation or removal of its equipment.

11. **Prior Agreements.** Purchaser warrants and represents that Purchaser is not under any enforceable agreement with any other party concerning alarm systems of any kind and description installed at the premises, and furthermore Purchaser agrees to indemnify and save harmless Seller against all claims, demands, suits, expenses and damages by judgement or otherwise which may be now or hereafter incurred as a result of or arising out of any agreement that Purchaser may have entered into with any party concerning any such alarm systems of every kind and description. Purchaser will pay all said suits, including reasonable attorney's fees, for the defense of any such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnity provision.

12. **Purchaser's Purchase Order.** Purchaser acknowledges that if there is any conflict between this Agreement and Purchaser's purchase order or any other document, this Agreement governs, whether such purchase order or other document is prior or subsequent to this Agreement.

13. **Indemnification.** Purchaser agrees to and shall indemnify and save harmless Seller, its employees and agents for and against all third party claims, lawsuits and losses arising out of or in connection with the operation or non-operation of the system or monitoring facilities whether these claims be based upon alleged intentional conduct, or active or passive negligence on the part of Seller, its agents, servants or employees. This agreement by Purchaser to indemnify Seller against third party claims as herein above set forth shall not apply to a person's expenses and losses resulting in injury or death to third persons or injury to property of third persons, which losses, damages, expenses and liability occur while an employee of Seller is on Purchaser's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

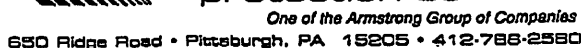
14. **Costs of Collection.** Costs of collection of accounts overdue including reasonable attorney's fees and interest shall be borne by the Purchaser.

15. **Assignment by Purchaser.** This Agreement is not assignable by Purchaser without the written consent of Seller. Any attempt by Purchaser to assign this Agreement without written consent of Seller shall be invalid.

16. **Modification of Terms.** No understanding, promise, representation, waiver, alteration, or modification purporting to change this Agreement shall be binding unless evidenced in writing, signed by the party to be bound, and, in the case of Seller, approved by an officer of Seller.

17. **Entire Agreement.** This instrument contains the entire agreement between the parties with respect to the transactions described herein and supercedes all previous negotiations, commitments and writings. If any of the terms or provisions of this Agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect. This Agreement becomes binding upon Seller when signed by a Management employee of Seller or upon commencement of installation.

18. **Applicable Law.** This agreement shall be deemed to have been made in Pittsburgh, Pennsylvania. Any claim arising out of this Agreement shall be filed in the Court of Common Pleas of Allegheny County. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law principles.



THIS AGREEMENT is made this 1ST day of MAY, 19 99 by and between Guardian Protection Services, Inc. ("Seller") and JENNIFER CONVERTIBLES/LL ("Purchaser") for services to be performed at 16901 TORRENCE AVENUE, LANSING, IL 60438 ("the Premises").

Phone: _____

417 CROSSWAYS PARK DR. WOODBURY, NY 11797

AUTHORIZED SIGNATURE

D. Terms Applying to Monitoring Service

1. **Obligation.** The Purchaser and Seller agree that Seller's only obligation under the Monitoring Service portion of this Agreement shall be to monitor signals received and to respond thereto. Seller, upon the receipt of a signal from the Purchaser's Premises, shall make every reasonable effort to transmit notification of the alarm promptly to the police, fire or other authorities and/or the person or persons whose names and telephone numbers are set forth in the "Responsible Party Data", unless there is just cause to assume that an emergency condition does not exist.
2. **Termination.** In the event that the Purchaser fails or refuses to make payment for services furnished or to be furnished, Seller will give the Purchaser at least thirty (30) days notice of termination of such services and, upon giving such notice, this agreement and all of Seller's responsibilities hereunder shall come to an end as if the date fixed in such notice was the term fixed in the Agreement between Seller and the Purchaser. Purchaser shall be liable to Seller for the amounts due for the original or extended term as set forth under "Default By Purchaser" herein. Also this Agreement may be suspended, at Seller's option, should the Purchaser's security equipment become so substantially damaged that further service is impracticable.
3. **Renewal.** The term of the Monitoring Services Agreement shall be ~~three (3)~~ ^{three (3)} years from the date service is to be provided under this Agreement or the date this Agreement is signed by Purchaser, which ever is later. Purchaser agrees to pay the "Total Monthly Charges" listed on the reverse. This Agreement shall automatically, without action by either party, extend and renew itself under the same terms and conditions for successive periods of ~~one (1)~~ ^{one (1)} year unless either party gives notice to the other at least thirty (30) days written notice prior to the expiration date of its intention to terminate this agreement upon its original or any renewed expiration date. Time is of the essence with regard to such termination notice. This Agreement is subject to increases in the amount of the monitoring fees. In the event an increase in monitoring fees will occur, Seller will notify the Purchaser in writing, no later than forty-five (45) days before the increase is to take effect. The Purchaser will have twenty (20) days from the date notice is received to withdraw from this Monitoring Services Agreement, provided that Seller may rescind the increase within such forty-five (45) day period and resume the previously charged monitoring fees thereby binding the Purchaser to the full term of this Agreement.
4. **Return of Equipment.** The Purchaser acknowledges that the digital control device and any wireless communication equipment used in conjunction with central station monitoring is the property of Seller, and in the event that this Agreement should be terminated or cancelled, or monitoring services ended, Seller has the right to remove said devices during regular business hours upon notice to the Purchaser.
5. **Interruption and Communications.** Seller shall not be obligated to perform any monitoring service hereunder during any time when the Purchaser's telephone system shall not be working since signals to Seller are received solely by means of telephonic communication. Seller assumes no liability for interruption of service due to strike, war, riots, floods, fire, winds, snow, natural causes or any other causes beyond the control of Seller including interruption in the electrical utility service. Seller will not be required to supply service to the Purchaser while interruption of service due to any such cause shall prevail or continue. Where radio is used as a means of alarm transmission, Seller shall likewise not be obligated to perform monitoring services when radio reception is hindered by man-made static, by static of natural causes or by natural phenomena, such as sunspot activity or solar winds.
6. **Police and Fire Department Connected Alarms.** Purchaser acknowledges that if the signals transmitted from Purchaser's premises will be monitored in municipal police and/or fire departments or other locations that the personnel of such municipal police and/or fire department or other location are not agents of Seller, nor does Seller assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.
7. **Suspension of Cancellation of this System.** This Agreement may be suspended or cancelled, without notice at the option of Seller, if Seller's or Purchaser's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event that Seller is unable to render service as a result of any action by any governmental authority.

GENERAL TERMS AND CONDITIONS

1. Limited Warranties for Seller-Installed Systems

- (a) **Limited Installation Warranty.** Seller warrants that installation will be completed in accordance with the standard installation procedures of Seller. The ~~Installation Warranty~~ shall commence upon completion of installation and shall expire ~~one (1) year~~ ^{one (1) year} thereafter unless otherwise agreed in writing between Seller and Purchaser.
- (b) **Limited Equipment Warranty.** Seller warrants that the equipment listed on the front of this Agreement (the "Equipment") will be free from defects. The Equipment Warranty shall commence upon the completion of installation and shall expire ~~one (1) year~~ ^{one (1) year} thereafter unless otherwise agreed in writing between Seller and Purchaser.
- (i) **Remedy.** Seller agrees to correct any defect in workmanship or materials which arises from improper installation if such defect occurs within the installation warranty period and during normal or proper use of the System.
- (j) **Remedy.** (A) Seller agrees to replace, at its expense, any Equipment that does not conform to the Equipment ordered by the Purchaser. (B) Seller agrees to furnish a replacement part for any portion of the System that proves to be defective in workmanship or material under normal use within the limited equipment warranty period. Seller may use reconditioned parts in fulfillment of this obligation. Replacement parts are warranted only for the unexpired term of the original warranty. (C) Seller agrees to remove, send to the manufacturer, and reinstall, at Seller's expense, any Equipment not manufactured by Seller that is warranted and that proves to be defective in workmanship or material under normal use.
- (c) **Exclusions.** The Limited Warranties do not apply to Systems that have been damaged by acts not within the Seller's control including but not limited to accident, power surges or brownouts, defective or discharged batteries, abuse, lack of proper maintenance, alterations not authorized by Seller, misapplication, force of the elements or acts of God. Service calls which do not involve defective workmanship or materials are not covered under the Limited Warranties. Further, Seller assumes no liability for damages attributable to interruption of service, delay in installation, or delay in repair or service to the System caused by acts beyond its reasonable control, including but not limited to, strikes, riots, force of the elements, acts of God, interruption in utility service, or delay in response time by Municipal Services.
- (d) The foregoing Limited Warranties are the sole warranties made by Seller, are made only in the event that Seller has installed its system or to the extent that Seller has replaced parts of a non-Seller system, and are in lieu of all other warranties whether express or implied. SELLER EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER IMPLIED WARRANTIES, ARISING THROUGH TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE.
- (e) The foregoing remedies are the SOLE and EXCLUSIVE remedies on which Purchaser may rely and are not cumulative with any other remedies otherwise provided by law.
- (f) **Procedure.** The Purchaser is obligated to deliver to Seller, at the office indicated on the front of this Agreement, written notice of any claimed defect under either warranty, and such notice must be postmarked within the warranty period. Access to the System for repairs is the responsibility of the Purchaser. Seller will endeavor to complete the repair or service within 48 hours after notification by Purchaser. Seller will perform repairs during regular working hours unless otherwise requested by Purchaser. Repairs made outside regular working hours are subject to a service labor premium.
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2. Damages

(a) LIMITATION OF LIABILITY:

SELLER DISCLAIMS ALL LIABILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER GROUNDED IN CONTRACT, TORT, WARRANTY, OR ANY OTHER THEORY. Such damages include, but are not limited to, loss of profits, loss of time or savings or other property, loss of the use of the System or the Premises, cost of substitutes, damage to property, fines or charges levied by Municipal Services, or the claims of third parties.

(b) SELLER IS NOT AN INSURER:

- (i) It is understood and agreed that Seller is not an insurer; that insurance, if any, shall be obtained by Purchaser, that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the Purchaser's property or premises;
- (ii) Purchaser acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, or the failure of the System to properly operate with resulting loss to Purchaser because of, among other things: (A) The uncertain amount or value of Purchaser's property or others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert; (B) The uncertainty of the response time of any police, fire or other municipal service ("Municipal Service"); (C) The inability to ascertain what portion, if any, of any loss would be proximately caused by Seller's failure to perform or by failure of its equipment to operate; or (D) The nature of the service to be performed by Seller.
- (iii) Purchaser understands and agrees that if Seller should be found liable for loss or damage due from a failure of Seller to perform any of the obligations herein, including but not limited to installation, maintenance, monitoring or service or the failure of the System or equipment in any respect whatsoever, Seller's liability shall be limited to One Thousand Dollars (\$1,000.00) and this liability shall be EXCLUSIVE; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly from performance or nonperformance of the obligations imposed by this contract or from negligence, active or otherwise, of Seller, its agents, assigns or employees.
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5. **Authorized Personnel.** Purchaser agrees to furnish forthwith a written list of the names, titles, residence addresses, residence phone numbers and signatures of all persons authorized to arrange an unscheduled event and/or authorized to enter or remain on the premises of Purchaser during the regularly scheduled closed period, and/or be notified in the event of an alarm, and to furnish Seller with a written daily and holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to Seller in writing.
6. **Change to the System; Cost of Repairs; Additional Protection; Risk of Loss.** The cost of any additions, changes and variances in the System, as herein contracted for or as originally installed, made at the request of or made necessary or required by Purchaser's action, or which may be demanded by any governmental agency or insurance interests or inspection and rating bureaus, are to be borne by Purchaser. PURCHASER ACKNOWLEDGES THAT PURCHASER HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM SELLER OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO PURCHASER. All risk of loss or damage to the System shall be borne exclusively by Purchaser whose obligations hereunder shall not be diminished by any such loss or damage.
7. **Late Fees and Interest; Reconnect Charges.** If the Purchaser is late with any payment, the Seller, if allowed by law, can charge the Purchaser a late fee of \$3 on any payment to offset administrative charges related to the collection of the late payment. In the event any payment due hereunder is late, Seller may also impose and collect a delinquency charge of 1.25 % per month (15% per annum), or the highest amount allowed under law, whichever is less, of the amount of the delinquency. If the alarm system is deactivated because of Purchaser's past due balance, and if Purchaser desires to have the system reactivated, Purchaser agrees to pay in advance to Seller a reconnect charge to be fixed by Seller in a reasonable amount. Time is of the essence with respect to any payments required under this Agreement.
8. **Change in Ownership of Purchaser's Premises.** Purchaser acknowledges that the sale or transfer of Purchaser's Premises shall not relieve Purchaser of his duties and obligations under this Agreement. Purchaser may not assign or permit anyone to take subject to this Agreement without the written consent of the Seller.
9. **Assignees/Subcontractors of Seller.** Seller shall have the right to assign this Agreement to any other person, firm or corporation without notice to Purchaser and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Purchaser acknowledges that this Agreement, and particularly those paragraphs relating to Seller's disclaimer of warranties, maximum liability, liquidated damages, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors of Seller, and that they bind Purchaser with respect to said assignees and/or subcontractors with the same force and effect that they bind Purchaser to Seller.
10. **Default by Purchaser.** If the Purchaser (i) fails to make any payment as agreed herein, (ii) ceases doing business as a going concern, (iii) becomes insolvent, (iv) makes an assignment for the benefit of creditors, (v) files a petition or is the subject of a petition filed against Purchaser under the Bankruptcy Act or any amendment thereto, including a petition for reorganization, arrangement or extension, (vi) if any representation, warranty or financial information made or submitted by Purchaser shall be untrue or unperformed in any material respect, or (vii) defaults hereunder in any other respect, Seller must give Purchaser thirty (30) days written notice of such default, and if such default is not cured within such thirty (30) day period, the entire amount due under this Agreement for the balance of the Agreement period shall become due in the event of such default. The Purchaser hereby consents to the Seller immediately entering the aforesaid premises or any other premises where the property of said Seller may be located for the purpose of removing the equipment belonging to the Seller; upon the expiration of this Agreement or any renewal term thereof, or upon the happening of any other contingency set forth herein, the Seller may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to person or property arising out of such entry or taking of possession. Removal of the equipment by Seller shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall the Seller be liable for any normal damage caused to the premises by installation or removal of its equipment.
11. **Prior Agreements.** Purchaser warrants and represents that Purchaser is not under any enforceable agreement with any other party concerning alarm systems of any kind and description installed at the premises, and furthermore Purchaser agrees to indemnify and save harmless Seller against all claims, demands, suits, expenses and damages by judgement or otherwise which may be now or hereafter incurred as a result of or arising out of any agreement that Purchaser may have entered into with any third party concerning any such alarm systems of any kind and description. Purchaser will pay all said sums, including reasonable attorney's fees, for the defense of any such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnity provision.
12. **Purchaser's Purchase Order.** Purchaser acknowledges that if there is any conflict between this Agreement and Purchaser's purchase order or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.
13. **Indemnification.** Purchaser agrees to and shall indemnify and save harmless Seller, its employees and agents for and against all third party claims, lawsuits and losses arising out of or in connection with the operation or non-operation of the system or monitoring facilities whether these claims be based upon alleged intentional conduct, or active or passive negligence on the part of Seller, its agents, servants or employees. This agreement by Purchaser to indemnify Seller against third party claims as herein above set forth shall not apply to losses, expenses and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damages, expenses and liability occur while an employee of Seller is on Purchaser's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.
14. **Costs of Collection.** Costs of collection of accounts overdue including reasonable attorney's fees and interest shall be borne by the Purchaser.
15. **Assignment by Purchaser.** This Agreement is not assignable by Purchaser without the written consent of Seller. Any attempt by Purchaser to assign this Agreement without written consent of Seller shall be invalid.
16. **Modification of Terms.** No understanding, promise, representation, waiver, alteration, or modification purporting to change this Agreement shall be binding unless evidenced in writing, signed by the party to be bound, and, in the case of Seller, approved by an officer of Seller.
17. **Entire Agreement.** This instrument contains the entire agreement between the parties with respect to the transactions described herein and supersedes all previous negotiations, communications and writings. The terms and provisions of this Agreement shall be determined to be invalid or unenforceable, all of the remaining terms and provisions shall remain in full force and effect. This Agreement becomes binding upon Seller when signed by a Management employee of Seller or upon commencement of installation.
18. **Applicable Law.** This agreement shall be deemed to have been made in Pittsburgh, Pennsylvania. Any claim arising out of this Agreement shall be filed in the Court of Common Pleas of Allegheny County. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law principles.

102-1151-101 11-11-10 4354 11-11-10

DATA HV, 7121014732

5. 1



BA 15200 • 410-300-8300

COMMERCIAL AGREEMENT

cust 439401
CS# E.FFF5
Site 181531
JOB 29981014
active 4/28

Phone: _____

The cost and description of the System/Services are as follows:

- * Some flowers need to be watering
- * Call for Fin to open and
take open / close

SPECIAL CONDITIONS: BILL QUARTERLY -
BILL TO: JENNIFER CONVERTIBLES, INC.
417 CROSSWAYS PARK DR., WOODBURY, NY 11797

4. Terms Applicable to Installation of Equipment

6. Yarns Available in Stores

1. Except as the Buyer, or agent or lessee of the Buyer, acts in the agreement

1. Purchaser hereby agrees the following items shall not be deemed as:

2. Payment shall be only for "labor" or "transportation" charges stated in the Agreement and in the Total Monthly Charges rates above.

4. It is agreed by the parties that this Contract will automatically renew itself for a period equal to the unexpired term of this Agreement and will keep running until for the same period, or until unless due to the expiration of this Contract. Purchases of goods shall continue under the conditions set forth herein as long after 1987 date as before the expiration date.

[illegible][illegible]

A. Terms Affecting 14 Code

[illegible]

2. Under the Merchant's Lien Law, any person who seeks to improve your property and is not a contractor or subcontractor, must file a contract with the County Clerk. Any person who fails to do so is liable for a civil penalty of \$100.00. The County Clerk will not accept a contract for improvement of property unless it is accompanied by a copy of this Agreement or a signed acknowledgment of the terms of this Agreement. The County Clerk will not accept a contract for improvement of property unless it is accompanied by a copy of this Agreement or a signed acknowledgment of the terms of this Agreement. The County Clerk will not accept a contract for improvement of property unless it is accompanied by a copy of this Agreement or a signed acknowledgment of the terms of this Agreement.

ACKNOWLEDGMENTS

BY SIGNING THIS AGREEMENT PURCHASER ACKNOWLEDGES THAT THE SYSTEM IS ONLY A
 DIFFERENT AND IS NOT TO BE CONSIDERED AS A SUBSTITUTE FOR INSURANCE AGAINST
 LOSSES CAUSED BY FIRE, THEFT, BURGLARY OR OTHER CAUSES. PURCHASER FURTHER
 ACKNOWLEDGES THAT SELLER IS NOT AN INSURER, THAT PURCHASER ASSUMES ALL RISKS
 AND LOSSES ON PURCHASE OF PURCHASER'S PREMISES OR TO ITS CONTENTS;

GUARDIAN PROTECTION SERVICES, INC.

BY:

MANAGEMENT ACCEPTANCE

ACKNOWLEDGMENT OF PURCHASER

THAT SELLER HAS MADE NO REPRESENTATION OR WARRANTIES NOR HAS PURCHASER
 RELIED ON ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WRITTEN OR
 ORAL, (EXCEPT AS SET FORTH HEREIN), AND PURCHASER ACKNOWLEDGES THAT HE HAS
 READ AND UNDERSTANDS THE PARAGRAPHS OF THIS AGREEMENT, ESPECIALLY THOSE
 PARAGRAPHS WHICH SET FORTH SELLER'S OBLIGATION AND MAXIMUM LIABILITY IN THE
 EVENT OF ANY LOSS OR DAMAGE TO PURCHASER.

PLATE 1

By: [Signature]**INDIVIDUAL GUARANTY:**

CE-02-205 Rev. 9/90

- ## GENERAL TERMS AND CONDITIONS

- CB-GP-121 Rev. 1/89



One of the Armstrong Group of Companies
650 Ridge Road • Pittsburgh, PA 15205 • 412-788-2560

COMMERCIAL AGREEMENT

THIS AGREEMENT is made this 31ST day of MAY, 19 99 by and between Guardian Protection Services, Inc. ("Seller") and JENNIFER CONVERTIBLES / IN ("Purchaser") for services to be performed at 304 S. ROUTE 59, NAPERVILLE, IL 60540 ("the Premises").

The Services (as described below) shall include (check appropriate boxes):

- ☐ the sale and installation of an emergency detection and reporting system (the "System");
- ☒ the lease and installation of the System; and /or
- ☒ monitoring services for the System or an existing system.

Phone: _____

The cost and description of the System/Services are as follows:

DESCRIPTION	COST
1 - CONTROL PANEL FA147	Installation: NO CHARGE
1 - KEYPAD KP245	Less Deposit: N/A
1 - PORTABLE PANIC	Balance Due*: N/A
1 - FIXED PANIC	(*Subject to Applicable Tax)
1 - TIE IN EXISTING PARTS	Payable as follows:
LOT - NON-UNION PARTS, LABOR, WIRE, & MISC.	
CUSTOMER RESPONSIBLE FOR AC POWER OUTLET, TELE.	
SERVICE & PERMIT FEES	

Monthly Leasing Fee	\$
Monthly Monitoring Fee	\$
Monthly Open/Close Reports	\$
TOTAL MONTHLY CHARGES*	\$ 38.00
(*Subject to Applicable Tax.)	

SPECIAL CONDITIONS: BILL QUARTERLY
BILL TO: JENNIFER CONVERTIBLES, INC.
417 CROSSWAYS PARK DR, WOODBURY, NY 11797

PLEASE READ THE TERMS AND CONDITIONS ON THE FRONT AND BACK OF THIS AGREEMENT BEFORE SIGNING.

A. Terms Applying to Installation of Equipment

- Purchaser authorizes and empowers Seller to install or cause to be installed the protective system set forth on the Schedule of Protection. Purchaser agrees that the work of installation shall be performed on weekdays only unless the Purchaser directs otherwise. In which case, the Purchaser hereby agrees to pay Seller any resulting increased cost for installation. Should Seller be forced to subcontract any portion of the installation due to any trade union jurisdiction dispute, the additional cost caused by such subcontracting shall be paid by Purchaser. Purchaser authorizes use of electrical outlets required and necessary current through this meter, at his expense. Purchaser shall, at his own expense, make any necessary repairs or changes to Purchaser's premises, as requested by Seller, to facilitate the installation and operation of the System. Any error or omission in the construction or installation of the System must be called to the attention of Seller, in writing, within thirty (30) days after completion of the installation. Otherwise, the installation shall be deemed totally satisfactory to and accepted by Purchaser. Seller assumes no liability for delay in installation of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service to Purchaser while interruption of service due to any such cause may continue.
- There may be a one time installation fee to install the necessary telephone company interface jack. If for any reason Seller is unable to install this equipment, such will be installed by the appropriate telephone company and billed directly to Purchaser.
- Purchaser has the affirmative duty to inform Seller, prior to beginning of the installation of the Equipment, of every location at the premises where Seller should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, Seller will determine where to drill holes and place equipment. Seller will take reasonable precautions to avoid concealed obstructions, but has no means of determining with certainty if they exist. Any cost incurred to repair any concealed pipes, wires or other obstructions not identified by Purchaser prior to commencement of any work by Seller and any resulting damaged walls, ceiling floors or furnishings shall be the Purchaser's sole expense and responsibility. If asbestos or other health hazardous material is encountered during the installation of the Equipment, Seller will cease work until Purchaser has at Purchaser's sole expense obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to Seller's personnel. In no case shall Seller be liable for a) the discovery or exposure of hidden asbestos or other hazardous material or b) the handling or disposing of asbestos or any other hazardous material.

B. Terms Applying to Sale

- The System shall remain the personal property of Seller until fully paid for in cash by Purchaser, and Purchaser agrees to perform all acts which may be necessary to assure the retention of title to the System by Seller. Should Purchaser default in any payment to the system or any part, then Purchaser authorizes and empowers Seller to remove the System or any part from the Premises. Such removal, if made by Seller, shall not be deemed a waiver of Seller's right to damages that Seller sustains as a result of Purchaser's default and Seller shall have the right to enforce any other legal remedy or right. Furthermore, Seller shall be in no way obligated to restore the Premises to its original condition, or to replace or repair the System or any part removed as a result of Purchaser's default in payment. Risk of loss of the System, or any part of the same, shall pass to Purchaser upon delivery to the Premises of such System or any part.
- Under the Mechanic's Lien Law, any person who helps to improve your property and is not paid has the right to assert a claim against your property. Under law, you may protect yourself against such claims by filing with the court a "No Lien Agreement" or a payment bond, depending upon the law of the state where your property is located.
- Purchaser agrees to keep the System fully insured while title is retained by Seller. This insurance will be for loss by fire, theft, or any cause, and the listed beneficiaries will be both Seller and Purchaser, with any loss payments being made pro rata to each party according to their respective interests as shall exist at the time of loss. Purchaser acknowledges that the loss, damage, or destruction of the System will not release or end the contractual obligations of the Purchaser as set forth in this Agreement.

C. Terms Applying to Lease

- Purchaser is the owner, occupant, or lessee of the Premises noted in this Agreement. Purchaser shall provide Seller with proof of status.
- Purchaser hereby leases the Equipment from Seller for a period of _____ months; this period commencing with the completion of installation of the Equipment.
- Purchaser agrees to pay any "Labor" or "Installation" charges listed in this Agreement and to pay the "Total Monthly Charges" noted above.
- It is agreed by the parties that this Contract will automatically renew itself for a period equal to the initial term of this Agreement and will keep renewing itself for the same periods of time, unless prior to the expiration of this Contract, Purchaser or Seller gives written notice of expiration. This notice must be given at least thirty (30) days before the expiration date. Time is of the essence with regard to such termination notice.
- Purchaser authorizes and empowers Seller to maintain and service the aforesaid system and to make any necessary inspections, tests and repairs as required. In the case of fire alarm protection, Purchaser will notify Seller in writing of any change in its fire rating bureau or agency. Repairs necessitated by ordinary wear and tear shall be at Seller's expense and shall be performed as soon as reasonably possible after receipt of notice by Seller from Purchaser. All necessary inspections and tests shall be required on the part of Seller. Purchaser acknowledges that Seller's obligation hereunder refers solely to the maintenance of the specified alarm system and that Seller is in no way obligated to insure the operation of the system or to maintain or service Purchaser's property or the property of others to which Seller's system is connected.
- Purchaser acknowledges and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed hereon, including, but not limited to transmitters, detection devices, bell boxes and controls shall at all times remain the sole property of Seller. Upon the expiration of this Agreement or upon any default as herein set forth, Seller is authorized to enter upon the premises of Purchaser and to remove all of the Seller owned equipment. Seller shall not be responsible for redecorating equipment shall be without prejudice to the collection of any and all sums due under the said contract or renewal thereof. Purchaser shall, in such event, return to Seller all of the Seller owned equipment to Seller in good condition, reasonable wear and tear excepted. Upon completion of the removal of the installation, title to all of the nonrecoverable equipment, materials, supplies, including but not limited to wire, cable, toll conduct, screws and the labor for the installation of the system shall vest in the Purchaser. Notwithstanding the foregoing, during the term of this Agreement, Purchaser shall not damage, encumber, encumber, taken from the premises, tampered with or repaired by anyone who is not an authorized agent of Seller. In the event of loss or destruction of this system, whether owned by Seller or Purchaser, Purchaser agrees to pay Seller the reasonable value for the replacement or repair of the Seller owned equipment or the installation on the premises of the same. Purchaser agrees that the installation of the Seller owned equipment does not create a fixture to Purchaser's premises as to that equipment.

ACKNOWLEDGMENT OF PURCHASER

BY SIGNING THIS AGREEMENT PURCHASER ACKNOWLEDGES THAT THE SYSTEM IS ONLY A DETERMINANT AND IS NOT TO BE CONSIDERED AS A SUBSTITUTE FOR INSURANCE AGAINST LOSSES CAUSED BY FIRE, THEFT, BURGLARY OR OTHER CAUSES. PURCHASER FURTHER ACKNOWLEDGES THAT SELLER IS NOT AN INSURER; THAT PURCHASER ASSUMES ALL RISK FOR LOSS OR DAMAGE TO PURCHASER'S PREMISES OR TO ITS CONTENTS;

THAT SELLER HAS MADE NO REPRESENTATION OR WARRANTIES NOR HAS PURCHASER RELIED ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, EXCEPT AS SET FORTH HEREIN; AND PURCHASER ACKNOWLEDGES THAT HE HAS READ AND UNDERSTANDS THE PARAGRAPHS OF THIS AGREEMENT, ESPECIALLY THOSE PARAGRAPHS WHICH SET FORTH SELLER'S OBLIGATION AND MAXIMUM LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO PURCHASER.

GUARDIAN PROTECTION SERVICES, INC.

PURCHASER

By: _____

By: _____
AUTHORIZED SIGNATURE

GUARDIAN
protection services
One of the Armstrong Group of Companies
650 Ridge Road • Pittsburgh, PA 15205 • 412-788-2580

cust 439401
QSH E. FFF4
active 5/21
182875
29981008

COMMERCIAL AGREEMENT

THIS AGREEMENT is made this 31ST day of MAY, 19 99 by and between Guardian Protection Services, Inc. ("Seller") and JENNIFER CONVERTIBLES / IN ("Purchaser") for services to be performed at 304 S. ROUTE 59, NAPERVILLE, IL 60540 ("the Premises").

The Services (as described below) shall include (check appropriate boxes):

- ☐ the sale and installation of an emergency detection and reporting system (the "System");
☒ the lease and installation of the System; and /or
☒ monitoring services for the System or an existing system.

Phone: _____

The cost and description of the System/Services are as follows:

DESCRIPTION	COST
1 - CONTROL PANEL	Installation: <u>NO CHARGE</u>
1 - KEYPAD	Less Deposit: <u>N/A</u>
1 - PORTABLE PANIC	Balance Due*: <u>N/A</u>
1 - FIXED PANIC	(*Subject to Applicable Tax)
1 - TIE IN EXISTING PARTS	Payable as follows:
LOT - NON-UNION PARTS, LABOR, WIRE, & MISC.	
CUSTOMER RESPONSIBLE FOR AC POWER OUTLET, TELE. SERVICE & PERMIT FEES	

Monthly Leasing Fee	\$
Monthly Monitoring Fee	\$
Monthly Open/Close Reports	\$
TOTAL MONTHLY CHARGES*	\$ 38.00
(*Subject to Applicable Tax.)	

SPECIAL CONDITIONS: BILL QUARTERLY
BILL TO: JENNIFER CONVERTIBLES, INC.
417 CROSSWAYS PARK DR, WOODBURY, NY 11797

**PLEASE READ THE TERMS AND CONDITIONS
ON THE FRONT AND BACK OF THIS AGREEMENT BEFORE SIGNING.**

A. Terms Applying to Installation of Equipment

- Purchaser authorizes and empowers Seller to install or cause to be installed the protective system set forth on the Schedule of Protection. Purchaser agrees that the work of installation shall be performed on weekdays only unless the Purchaser directs otherwise. In which case, the Purchaser hereby agrees to pay Seller any resulting increased cost for installation. Should Seller be forced to subcontract any portion of the installation due to any trade union jurisdiction dispute, the additional cost caused by such subcontracting shall be paid by Purchaser. Purchaser authorizes use of electrical outlets required and necessary current through his meter, at his expense. Purchaser shall, at his own expense, make any necessary repairs or changes to Purchaser's premises, as requested by Seller, to facilitate the installation and operation of the System. Any error or omission in the construction or installation of the System must be called to the attention of Seller, in writing, within thirty (30) days after completion of the installation. Otherwise, the installation shall be deemed totally satisfactory to and accepted by Purchaser. Seller assumes no liability for delay in installation of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service to Purchaser while interruption of service due to any such cause may continue.
- There may be a one time installation fee to install the necessary telephone company interface jack. If for any reason Seller is unable to install this equipment, such will be installed by the appropriate telephone company and billed directly to Purchaser.
- Purchaser has the affirmative duty to inform Seller, prior to beginning of the installation of the Equipment, of every location at the premises where Seller should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, Seller will determine where to drill holes and place equipment. Seller will take reasonable precautions to avoid concealed obstructions, but has no means of determining with certainty if they exist. Any cost incurred to repair any concealed pipes, wires or other obstructions not identified by Purchaser prior to commencement of any work by Seller and any resulting damaged walls, ceiling floors or furnishings shall be the Purchaser's sole expense and responsibility. If asbestos or other health hazardous material is encountered during the installation of the Equipment, Seller will cease work until Purchaser has at Purchaser's sole expense obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to Seller's personnel. In no case shall Seller be liable for a) the discovery or exposure of hidden asbestos or other hazardous material or b) the handling or disposing of asbestos or any other hazardous material.

B. Terms Applying to Sale

- The System shall remain the personal property of Seller until fully paid for in cash by Purchaser, and Purchaser agrees to perform all acts which may be necessary to assure the retention of title to the System by Seller. Should Purchaser default in any payment for the system or any part, then Purchaser authorizes and empowers Seller to remove the System or any part from the Premises. Such removal, if made by Seller, shall not be deemed a waiver of Seller's right to damages that Seller sustains as a result of Purchaser's default, and Seller shall have the right to enforce any other legal remedy or right. Furthermore, Seller shall be in no way obligated to restore the Premises to its original condition, or redecorate same in the event of the System or any part is removed as a result of Purchaser's default in payment. Risk of loss of the System, or any part of the same, shall pass to Purchaser upon delivery to the Premises of such System or any part.
- Under the Mechanic's Lien Law, any person who helps to improve your property and is not paid has the right to assert a claim against your property. Under law, you may protect yourself against such claims either by filing with the court a "No Lien Agreement" or a payment bond, depending upon the law of the state where your property is located.
- Purchaser agrees to keep the System fully insured while title is retained by Seller. This insurance will be for loss by fire, theft, or any cause, and the listed beneficiaries will be both Seller and Purchaser, with any loss payments being made pro rata to each party according to their respective interests as shall exist at the time of loss. Purchaser acknowledges that the loss, damage, or destruction of the System will not release or end the contractual obligations of the Purchaser as set forth in this Agreement.

ACKNOWLEDGMENT OF PURCHASER

BY SIGNING THIS AGREEMENT PURCHASER ACKNOWLEDGES THAT THE SYSTEM IS ONLY A DETERRENT AND IS NOT TO BE CONSIDERED AS A SUBSTITUTE FOR INSURANCE AGAINST LOSSES CAUSED BY FIRE, THEFT, BURGLARY OR OTHER CAUSES. PURCHASER FURTHER ACKNOWLEDGES THAT SELLER IS NOT AN INSURER; THAT PURCHASER ASSUMES ALL RISK FOR LOSS OR DAMAGE TO PURCHASER'S PREMISES OR TO ITS CONTENTS;

THAT SELLER HAS MADE NO REPRESENTATION OR WARRANTIES NOR HAS PURCHASER RELIED ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, EXCEPT AS SET FORTH HEREIN; AND PURCHASER ACKNOWLEDGES THAT HE HAS READ AND UNDERSTANDS THE PARAGRAPHS OF THIS AGREEMENT, ESPECIALLY THOSE PARAGRAPHS WHICH SET FORTH SELLER'S OBLIGATION AND MAXIMUM LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO PURCHASER.

GUARDIAN PROTECTION SERVICES, INC.

By: _____

PURCHASER

By: _____

AUTHORIZED SIGNATURE

D. Terms Applying to Monitoring Service

1. **Obligation.** The Purchaser and Seller agree that Seller's only obligation under the Monitoring Service portion of this Agreement shall be to monitor signals received and to respond thereto. Seller, upon the receipt of a signal from the Purchaser's Premises, shall make every reasonable effort to transmit notification of the alarm promptly to the police, fire or other authorities and/or the person or persons whose names and telephone numbers are set forth in the "Responsible Party Data", unless there is just cause to assume that an emergency condition does not exist.
2. **Termination.** In the event that the Purchaser fails or refuses to make payment for services furnished or to be furnished, Seller will give the Purchaser at least thirty (30) days notice of termination of such services and, upon giving such notice, this agreement and all of Seller's responsibilities hereunder shall come to an end as if the date fixed in such notice was the term fixed in the Agreement between Seller and the Purchaser. Purchaser shall be liable to Seller for the amounts due for the original or extended term as set forth under "Default By Purchaser" herein. Also this Agreement may be suspended, at Seller's option, should the Purchaser's security equipment become so substantially damaged that further service is impracticable.
3. **Renewal.** The term of the Monitoring Services Agreement shall be ~~three (3)~~ ^{one (1)} years from the date service is to be provided under this Agreement or the date this Agreement is signed by Purchaser, which ever is later. Purchaser agrees to pay the "Total Monthly Charges" listed on the reverse. This Agreement shall automatically, without action by either party, extend and renew itself under the same terms and conditions for successive periods of ~~three (3)~~ ^{one (1)} years each after the initial period unless either party gives to the other at least thirty (30) days written notice prior to the expiration date of its intention to terminate this agreement upon its original or any renewed expiration date. Time is of the essence with regard to such termination notice. This Agreement is subject to increases in the amount of the monitoring fees. In the event an increase in monitoring fees will occur, Seller will notify the Purchaser, in writing, no later than forty-five (45) days before the increase is to take effect. The Purchaser will have twenty (20) days from the date notice is received to withdraw from this Monitoring Services Agreement, provided that Seller may rescind the increase within such forty-five (45) day period and resume the previously charged monitoring fees thereby binding the Purchaser to the full term of this Agreement.

GENERAL TERMS AND CONDITIONS

1. Limited Warranties for Seller-Installed Systems

- (a) **Limited Installation Warranty.** Seller warrants that installation will be completed in accordance with the standard installation procedures of Seller. The Installation Warranty shall commence upon completion of installation and shall expire ~~one (1) year~~ ^{one (1) year} thereafter unless otherwise agreed in writing between Seller and Purchaser.
- (b) **Limited Equipment Warranty.** Seller warrants that the equipment listed on the front of this Agreement (the "Equipment") will be new when installed, will conform to the Equipment ordered by the Purchaser, and will be free from defects. The Equipment Warranty shall commence upon the completion of installation and shall expire ~~one (1) year~~ ^{one (1) year} thereafter unless otherwise agreed in writing between Seller and Purchaser.
- (c) **Remedy.** (A) Seller agrees to replace, at its expense, any Equipment that does not conform to the Equipment ordered by the Purchaser. (B) Seller agrees to furnish a replacement part for any portion of the System that proves to be defective in workmanship or material under normal use within the limited equipment warranty period. Seller may use reconditioned parts in fulfillment of this obligation. Replacement parts are warranted only for the unexpired term of the original warranty. (C) Seller agrees to remove, send to the manufacturer, and reinstall, at Seller's expense, any Equipment not manufactured by Seller that is warranted and that proves to be defective in workmanship or material under normal use.
- (d) **Exclusions.** The Limited Warranties do not apply to Systems that have been damaged by acts not within the Seller's control including but not limited to accident, power surges or brownouts, defective or discharged batteries, abuse, lack of proper maintenance, alterations not authorized by Seller, misapplication, force of the elements or acts of God. Service calls which do not involve defective workmanship or materials are not covered under the Limited Warranties. Further, Seller assumes no liability for damages attributable to interruption of service, delay in installation, or delay in repair or service to the System caused by acts beyond its reasonable control, including but not limited to, strikes, riots, force of the elements, acts of God, interruption in utility service, or delay in response time by Municipal Services.
- (e) The foregoing Limited Warranties are the sole warranties made by Seller, are made only in the event that Seller has installed its system or to the extent that Seller has replaced parts of a non-Seller system, and are in lieu of all other warranties whether express or implied. SELLER EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER IMPLIED WARRANTIES, ARISING THROUGH TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE.
- (f) The foregoing remedies are the **SOLE AND EXCLUSIVE** remedies on which Purchaser may rely and are not cumulative with any other remedies otherwise provided by law.
- (g) **Procedure.** The Purchaser is obligated to deliver to Seller, at the office indicated on the front of this Agreement, written notice of any claimed defect under either warranty, and such notice must be postmarked within the warranty period. Access to the System for repairs is the responsibility of the Purchaser. Seller will endeavor to perform repairs/ service within 48 hours after notification by Purchaser. Seller will perform repairs during regular working hours unless otherwise requested by Purchaser. Repairs made outside regular working hours are subject to a service labor premium.
- (h) Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the Purchaser. This limited warranty gives the Purchaser specific legal rights. The Purchaser may also have other legal rights that vary from state to state.

2. Damages

(a) LIMITATION OF LIABILITY:

SELLER DISCLAIMS ALL LIABILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER GROUNDED IN CONTRACT, TORT, WARRANTY, OR ANY OTHER THEORY. Such damages include, but are not limited to loss of profits, loss or theft of savings or other property, loss of the use of the System or the Premises, cost of substitutes, damage to property, fines or charges levied by Municipal Services, or the claims of third parties.

(b) SELLER IS NOT AN INSURER:

- (i) It is understood and agreed that Seller is not an insurer; that insurance, if any, shall be obtained by Purchaser; that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the Purchaser's property or premises;
- (ii) Purchaser acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, or the failure of the System to properly operate with resulting loss to Purchaser because of, among other things: (A) The uncertain amount or value of Purchaser's property or others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert; (B) The uncertainty of the response time of any police, fire or other municipal service ("Municipal Service"); (C) The inability to ascertain what portion, if any, of any loss would be proximately caused by Seller's failure to perform or by failure of its equipment to operate; or (D) The nature of the service to be performed by Seller.
- (iii) Purchaser understands and agrees that if Seller should be found liable for loss or damage due from a failure of Seller to perform any of the obligations herein, including but not limited to installation, maintenance, monitoring or service or the failure of the System or equipment in any respect whatsoever, Seller's liability shall be limited to One Thousand Dollars (\$1,000.00) and this liability shall be **EXCLUSIVE**; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly from performance or nonperformance of the obligations imposed by this contract or from negligence, active or otherwise, of Seller, its agents, assignees or employees.
- (iv) In the event that the Purchaser wishes Seller to assume greater liability, Purchaser may, as a matter of right, obtain from Seller a higher limit by paying an additional amount determined by Seller in view of the increase in damages, but such additional obligation shall in no way be interpreted to hold the Seller as an insurer.

3. **Testing and Use.** It is the duty of the Purchaser to test the System periodically but not less than monthly. It is the duty of the Purchaser to carefully and properly use the System, and Purchaser shall immediately report in writing any claimed inadequacies in or failure of the security equipment.
4. **Commercial Use Only.** Purchaser warrants that the System and services provided by Seller will not be used for personal family or household use. This Agreement is deemed to be between commercial parties.

4. **Return of Equipment.** The Purchaser acknowledges that the digital control device and any wireless communication equipment used in conjunction with central station monitoring is the property of Seller, and in the event that this Agreement should be terminated or cancelled, or monitoring services ended, Seller has the right to remove said devices during regular business hours upon notice to the Purchaser.

5. **Interruption and Communications.** Seller shall not be obligated to perform any monitoring service hereunder during any time when the Purchaser's telephone system shall not be working since signals to Seller are received solely by means of telephonic communication. Seller assumes no liability for interruption of service due to strike, war, riots, floods, fire, winds, snow, natural causes or any other causes beyond the control of Seller including interruption in the electrical utility service. Seller will not be required to supply service to the Purchaser while interruption of service due to any such cause shall prevail or continue. Where radio is used as a means of alarm transmission, Seller shall likewise not be obligated to perform monitoring services when radio reception is hindered by man-made static, by static of natural causes or by natural phenomena, such as sunspot activity or solar winds.

6. **Police and Fire Department Connected Alarms.** Purchaser acknowledges that if the signals transmitted from Purchaser's premises will be monitored in municipal police and/or fire departments or other locations, that the personnel of such municipal police and/or fire department or other location are not agents of Seller, nor does Seller assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

7. **Suspension or Cancellation of this System.** This Agreement may be suspended or cancelled, without notice at the option of Seller, if Seller's or Purchaser's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event that Seller is unable to render service as a result of any action by any governmental authority.

8. **Authorized Personnel.** Purchaser agrees to furnish forthwith a written list of the names, titles, residence addresses, residence phone numbers and signatures of all persons authorized to arrange an unscheduled event and/or authorized to enter or remain on the premises of Purchaser during the regularly scheduled closed period, and/or be notified in the event of an alarm, and to furnish Seller with a written daily and holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to Seller in writing.
9. **Change to the System; Cost of Repairs; Additional Protection; Risk of Loss.** The cost of any additions, changes and repairs to the System as hereinafter contracted for or as originally installed, must at the request of or made necessary or required by Purchaser's action, or which may be demanded by any governmental agency or insurance interests or inspection and rating bureaus, are to be borne by Purchaser. PURCHASER ACKNOWLEDGES THAT PURCHASER HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM SELLER OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO PURCHASER. All risk of loss or damage to the System shall be borne exclusively by Purchaser whose obligations hereunder shall not be diminished by any such loss or damage.
10. **Late Fees and Interest; Reconnect Charges.** If the Purchaser is late with any payment, the Seller, if allowed by law, can charge the Purchaser a late fee of \$3 on any payment to offset administrative charges related to the collection of the late payment. In the event any payment due hereunder is late, Seller may also impose and collect a delinquency charge of 1.25 % per month (15% per annum), or the highest amount allowed under law, whichever is less, of the amount of the delinquency. If the alarm system is deactivated because of Purchaser's past due balance, and if Purchaser desires to have the system reactivated, Purchaser agrees to pay in advance to Seller a reconnect charge to be fixed by Seller in a reasonable amount. Time is of the essence with respect to any payments required under this Agreement.
11. **Change in Ownership of Purchaser's Premises.** Purchaser acknowledges that the sale or transfer of Purchaser's Premises shall not relieve Purchaser of its duties and obligations under this Agreement. Purchaser may not assign or permit anyone to take subject to this Agreement without the written consent of the Seller.
12. **Assignees/Subcontractors of Seller.** Seller shall have the right to assign this Agreement to any other person, firm or corporation without notice to Purchaser and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Purchaser acknowledges that this Agreement, and particularly those paragraphs relating to Seller's disclaimer of warranties, maximum liability, liquidated damages, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors of Seller, and that they bind Purchaser with respect to said assignees and/or subcontractors with the same force and effect that they bind Purchaser to Seller.
13. **Default by Purchaser.** If the Purchaser (i) fails to make any payment as agreed herein, (ii) ceases doing business as a going concern, (iii) becomes insolvent, (iv) makes an assignment for the benefit of creditors, (v) files a petition or is the subject of a petition filed against Purchaser under the Bankruptcy Act or any amendment thereto, including a petition for reorganization, arrangement or extension, (vi) if any representation, warranty or financial information made or submitted by Purchaser shall be untrue or unperfected in any material respect, or (vii) defaults hereunder in any other respect. Seller must give Purchaser thirty (30) days written notice of such default, and if such default is not cured within such thirty (30) day period, the entire amount due under this Agreement for the balance of the Agreement period shall become immediately due and payable. In the event of such default the Purchaser hereby consents to the Seller immediately entering the aforesaid premises or any other premises where the property of said Seller may be located for the purpose of removing the equipment belonging to the Seller; upon the expiration of this Agreement or any renewal term thereof, or upon the happening of any other contingency set forth herein, the Seller may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to person or property arising out of such entry or taking of possession. Removal of the equipment by Seller shall not be considered to constitute a waiver of any of the rights under the terms of the Agreement, nor shall the Seller be liable for any normal damage caused to the premises by installation or removal of its equipment.
14. **Prior Agreements.** Purchaser warrants and represents that Purchaser is not under any enforceable agreement with any other party concerning alarm systems of any kind and description installed at the premises, and furthermore Purchaser agrees to indemnify and save harmless Seller against all claims, demands, suits, expenses and damages by judgement or otherwise which may be now or hereafter incurred as a result of or arising out of any agreement that Purchaser may have entered into with any party concerning any such alarm systems of every kind and description. Purchaser will pay all said sums, including reasonable attorney's fees, for the defense of any such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnity provision.
15. **Purchaser's Purchase Order.** Purchaser acknowledges that if there is any conflict between this Agreement and Purchaser's purchase order or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.
16. **Indemnification.** Purchaser agrees to and shall indemnify and save harmless Seller, its employees and agents for and against all third party claims, lawsuits and losses arising out of or in connection with the operation or non-operation of the system or monitoring facilities whether these claims be based upon alleged intentional conduct, or active or passive negligence on the part of Seller, its agents, servants or employees. This agreement by Purchaser to indemnify Seller against third party claims as herein above set forth shall not apply to losses, expenses and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damages, expenses and liability occur while an employee of Seller is on Purchaser's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.
17. **Costs of Collection.** Costs of collection of accounts overdue including reasonable attorney's fees and interest shall be borne by the Purchaser.
18. **Assignment by Purchaser.** This Agreement is not assignable by Purchaser without the written consent of Seller. Any attempt by Purchaser to assign this Agreement without written consent of Seller shall be invalid.
19. **Modification of Terms.** No understanding, promise, representation, waiver, alteration, or modification purporting to change this Agreement shall be binding unless evidenced in writing, signed by the party to be bound, and, in the case of Seller, approved by an officer of Seller.
20. **Entire Agreement.** This instrument contains the entire agreement between the parties with respect to the transactions described herein and supersedes all previous negotiations, commitments and writings. If any of the terms or provisions of this Agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect. This Agreement becomes binding upon Seller when signed by a Management employee of Seller or upon commencement of installation.
21. **Applicable Law.** This agreement shall be deemed to have been made in Pittsburgh, Pennsylvania. Any claim arising out of this Agreement shall be filed in the Court of Common Pleas of Allegheny County. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law principles.

D. Terms Applying to Monitoring Service

- 1. Obligation.** The Purchaser and Seller agree that Seller's only obligation under the Monitoring Service portion of this Agreement shall be to monitor signals received and to respond thereto. Seller, upon the receipt of a signal from the Purchaser's Premises, shall make every reasonable effort to transmit notification of the alarm promptly to the police, fire or other authorities and/or the person or persons whose names and telephone numbers are set forth in the "Responsible Party Data", unless there is just cause to assume that an emergency condition does not exist.
- 2. Termination.** In the event that the Purchaser fails or refuses to make payment for services furnished or to be furnished, Seller will give the Purchaser at least thirty (30) days notice of termination of such services and, upon giving such notice, this agreement and all of Seller's responsibilities hereunder shall come to an end as if the date fixed in such notice was the term fixed in the Agreement between Seller and the Purchaser. Purchaser shall be liable to Seller for the amounts due for the original or extended term as set forth under "Default By Purchaser" herein. Also this Agreement may be suspended, at Seller's option, should the Purchaser's security equipment become so substantially damaged that further service is impracticable.
- 3. Renewal.** The term of the Monitoring Services Agreement shall be ~~three (3)~~ ^{one (1)} years from the date service is to be provided under this Agreement or the date this Agreement is signed by Purchaser, whichever ever is later. Purchaser agrees to pay the "Total Monthly Charges" listed on the reverse. This Agreement shall automatically, without action by either party, extend and renew itself under the same terms and conditions for successive periods of ~~three (3)~~ ^{one (1)} years each after the initial period unless either party gives to the other at least thirty (30) days written notice prior to the expiration date of its intention to terminate this agreement upon its original or any renewed expiration date. Time is of the essence with regard to such termination notice. This Purchaser is subject to increase in the amount of the monitoring fees. In the event an increase in monitoring fees will occur, Seller will notify the Purchaser, in writing, no later than forty-five (45) days before the increase is to take effect. The Purchaser will have twenty (20) days from the date notice is received to withdraw from this Monitoring Services Agreement, provided that Seller may rescind the increase within such forty-five (45) day period and resume the previously charged monitoring fees thereby binding the Purchaser to the full term of this Agreement.

GENERAL TERMS AND CONDITIONS

1. Limited Warranties for Seller-Installed Systems

- (a) Limited Installation Warranty.** Seller warrants that installation will be completed in accordance with the standard installation procedures of Seller. The Installation Warranty shall commence upon completion of installation and shall expire ~~thirty (30) days~~ ^{one (1) year} thereafter unless otherwise agreed in writing between Seller and Purchaser.
 - (i) Remedy.** Seller agrees to correct any defect in workmanship or materials which arises from improper installation if such defect occurs within the installation warranty period and during normal or proper use of the System.
- (b) Limited Equipment Warranty.** Seller warrants that the equipment listed on the front of this Agreement (the "Equipment") will be new when installed, will conform to the Equipment ordered by the Purchaser, and will be free from defects. The Equipment Warranty shall commence upon the completion of installation and shall expire ~~thirty (30) days~~ ^{one (1) year} thereafter unless otherwise agreed in writing between Seller and Purchaser.
 - (i) Remedy.** (A) Seller agrees to replace, at its expense, any Equipment that does not conform to the Equipment ordered by the Purchaser. (B) Seller agrees to furnish a replacement part for any portion of the System that proves to be defective in workmanship or material under normal use within the limited equipment warranty period. Seller may use reconditioned parts in fulfillment of this obligation. Replacement parts are warranted only for the unexpired term of the original warranty. (C) Seller agrees to remove, send to the manufacturer, and reinstall, at Seller's expense, any Equipment not manufactured by Seller that is warranted and that proves to be defective in workmanship or material under normal use.
- (c) Exclusions.** The Limited Warranties do not apply to Systems that have been damaged by acts not within the Seller's control including but not limited to accident, power surges or brownouts, defective or discharged batteries, abuse, lack of proper maintenance, alterations not authorized by Seller, misapplication, force of the elements or acts of God. Service calls which do not involve defective workmanship or materials are not covered under the Limited Warranties. Further, Seller assumes no liability for damages attributable to interruption of service, delay in installation, or delay in repair or service to the System caused by acts beyond its reasonable control, including but not limited to, strikes, riots, force of the elements, acts of God, interruption in utility service, or delay in response time by Municipal Services.
- (d)** The foregoing Limited Warranties are the sole warranties made by Seller, are made only in the event that Seller has installed its system or to the extent that Seller has replaced parts of a non-Seller system, and are in lieu of all other warranties whether express or implied. SELLER EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER IMPLIED WARRANTIES, ARISING THROUGH TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE.
- (e)** The foregoing remedies are the **SOLE AND EXCLUSIVE** remedies on which Purchaser may rely and are not cumulative with any other remedies otherwise provided by law.
- (f) Procedure.** The Purchaser is obligated to deliver to Seller, at the office indicated on the front of this Agreement, written notice of any claimed defect under either warranty, and such notice must be postmarked within the warranty period. Access to the System for repairs is the responsibility of the Purchaser. Seller will endeavor to perform repairs/ service within 48 hours after notification by Purchaser. Seller will perform repairs during regular working hours unless otherwise requested by Purchaser. Repairs made outside regular working hours are subject to a service labor premium.
- (g)** Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the Purchaser. This limitation warranty gives the Purchaser specific legal rights. The Purchaser may also have other legal rights that vary from state to state.

2. Damages

(a) LIMITATION OF LIABILITY:

SELLER DISCLAIMS ALL LIABILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER GROUNDED IN CONTRACT, TORT, WARRANTY, OR ANY OTHER THEORY. Such damages include, but are not limited to loss of profits, loss or theft of savings or other property, loss of the use of the System or the Premises, cost of substitutes, damage to property, fines or charges levied by Municipal Services, or the claims of third parties.

(b) SELLER IS NOT AN INSURER:

- (i)** It is understood and agreed that Seller is not an insurer; that insurance, if any, shall be obtained by Purchaser; that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the Purchaser's property or premises;
- (ii)** Purchaser acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, or the failure of the System to properly operate with resulting loss to Purchaser because of, among other things: (A) The uncertain amount or value of Purchaser's property or others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert; (B) The uncertainty of the response time of any police, fire or other municipal service ("Municipal Service"); (C) The inability to ascertain what portion, if any, of any loss would be proximately caused by Seller's failure to perform or by failure of its equipment to operate; or (D) The nature of the service to be performed by Seller.
- (iii)** Purchaser understands and agrees that if Seller should be found liable for loss or damage due from a failure of Seller to perform any of the obligations herein, including but not limited to installation, maintenance, monitoring or service or the failure of the System or equipment in any respect whatsoever, Seller's liability shall be limited to One Thousand Dollars (\$1,000.00) and this liability shall be **EXCLUSIVE**; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly from performance or nonperformance of the obligations imposed by this contract or from negligence, active or otherwise, of Seller, its agents, assigns or employees.
- (iv)** In the event that the Purchaser wishes Seller to assume greater liability, Purchaser may, as a matter of right, obtain from Seller a higher limit by paying an additional amount determined by Seller in view of the increase in damages, but such additional obligation shall in no way be interpreted to hold the Seller as an insurer.

- 3. Testing and Use.** It is the duty of the Purchaser to test the System periodically but not less than monthly. It is the duty of the Purchaser to carefully and properly arm the System, and Purchaser shall immediately report in writing any claimed inadequacies in or failure of the security equipment.
- 4. Commercial Use Only.** Purchaser warrants that the System and services provided by Seller will not be used for personal family or household use. This Agreement is deemed to be between commercial parties.

- 4. Return of Equipment.** The Purchaser acknowledges that the digital control device and any wireless communication equipment used with central station monitoring is the property of Seller, and in the event that this Agreement should be terminated or cancelled or monitoring services ended, Seller has the right to remove said devices during regular business hours upon notice to the Purchaser.
- 5. Interruption and Communications.** Seller shall not be obligated to perform any monitoring service hereunder during any time when the Purchaser's telephone system shall not be working since signals to Seller are received solely by means of telephonic communication. Seller assumes no liability for interruption of service due to strike, war, riots, floods, fire, winds, snow, natural causes or any other causes beyond the control of Seller including interruption in the electrical utility service. Seller will not be required to supply service to the Purchaser while interruption of service due to any such cause shall prevail or continue. Where radio is used as a means of alarm transmission, Seller shall likewise not be obligated to perform monitoring services when radio reception is hindered by man-made static, by static of natural causes or by natural phenomena, such as sunspot activity or solar winds.
- 6. Police and Fire Department Connected Alarms.** Purchaser acknowledges that if the signals transmitted from Purchaser's premises will be monitored in municipal police and/or fire departments or other locations, that the personnel of such municipal police and/or fire department or other location are not agents of Seller, nor does Seller assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.
- 7. Suspension of Cancellation of this System.** This Agreement may be suspended or cancelled, without notice at the option of Seller, if Seller's or Purchaser's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event that Seller is unable to render service as a result of any action by any governmental authority.

- 5. Authorized Personnel.** Purchaser agrees to furnish forthwith a written list of the names, titles, residence addresses, residence phone numbers and signatures of all persons authorized to arrange an unscheduled event and/or authorized to enter or remain on the premises of Purchaser during the regularly scheduled closed period, and/or be notified in the event of an alarm, and to furnish Seller with a written daily and holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to Seller in writing.
- 6. Change to the System; Cost of Repairs; Additional Protection; Risk of Loss.** The cost of any additions, changes and variances in the System, as herein contracted for or as originally installed, made at the request of or made necessary or required by Purchaser's action, or which may be demanded by any governmental agency or insurance interests or inspection and rating bureaus, are to be borne by Purchaser. **PURCHASER ACKNOWLEDGES THAT PURCHASER HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM SELLER OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO PURCHASER.** All risk of loss or damage to the System shall be borne exclusively by Purchaser whose obligations hereunder shall not be diminished by any such loss or damage.
- 7. Late Fees and Interest; Reconnect Charges.** If the Purchaser is late with any payment, the Seller, if allowed by law, can charge the Purchaser a late fee of \$3 on any payment to offset administrative charges related to the collection of the late payment. In the event any payment due hereunder is late, Seller may also impose and collect a delinquency charge of 1.25 % per month (15% per annum), or the highest amount allowed under law, whichever is less, of the amount of the delinquency. If the alarm system is deactivated because of Purchaser's past due balance, and if Purchaser desires to have the system reactivated, Purchaser agrees to pay in advance to Seller a reconnect charge to be fixed by Seller in a reasonable amount. Time is of the essence with respect to any payments required under this Agreement.
- 8. Change in Ownership of Purchaser's Premises.** Purchaser acknowledges that the sale or transfer of Purchaser's Premises shall not relieve Purchaser of his duties and obligations under this Agreement. Purchaser may not assign or permit anyone to take subject to this Agreement without the written consent of the Seller.
- 9. Assignees/Subcontractors of Seller.** Seller shall have the right to assign this Agreement to any other person, firm or corporation without notice to Purchaser and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Purchaser acknowledges that this Agreement, and particularly those paragraphs relating to Seller's disclaimer of warranties, maximum liability, liquidated damages, and third party indemnification, inure to the benefit of and are applicable to any assignee and/or subcontractors of Seller, and that they bind Purchaser with respect to said assignees and/or subcontractors with the same force and effect that they bind Purchaser to Seller.
- 10. Default by Purchaser.** If the Purchaser (i) fails to make any payment as agreed herein, (ii) ceases doing business as a going concern, (iii) becomes insolvent, (iv) makes an assignment for the benefit of creditors, (v) files a petition or is the subject of a petition filed against Purchaser under the Bankruptcy Act or any amendment thereto, including a petition for reorganization, arrangement or extension, (vi) if any representation, warranty or financial information made or submitted by Purchaser shall be untrue or unperformed in any material respect, or (vii) defaults hereunder in any other respect, Seller must give Purchaser thirty (30) days written notice of such default, and if such default is not cured within such thirty (30) day period, the entire amount due under this Agreement for the balance of the Agreement period shall become immediately due and payable. In the event of such default the Purchaser hereby consents to the Seller immediately entering the aforesaid premises or any other premises where the property of said Seller may be located for the purpose of removing the equipment belonging to the Seller; upon the expiration of this Agreement or any renewal term thereof, or upon the happening of any other contingency set forth herein, the Seller may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to person or property arising out of such entry or taking of possession. Removal of the equipment by Seller shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall the Seller be liable for any normal damage caused to the premises by installation or removal of its equipment.
- 11. Prior Agreements.** Purchaser warrants and represents that Purchaser is not under any enforceable agreement with any other party concerning alarm systems of any kind and description installed at the premises, and furthermore Purchaser agrees to indemnify and save harmless Seller against all claims, demands, suits, expenses and damages by judgement or otherwise which may be now or hereafter incurred as a result of or arising out of any agreement that Purchaser may have entered into with any party concerning any such alarm systems of every kind and description. Purchaser will pay all said sums, including reasonable attorney's fees, for the defense of any such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnity provision.
- 12. Purchaser's Purchase Order.** Purchaser acknowledges that if there is any conflict between this Agreement and Purchaser's purchase order or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.
- 13. Indemnification.** Purchaser agrees to and shall indemnify and save harmless Seller, its employees and agents for and against all third party claims, lawsuits and losses arising out of or in connection with the operation or non-operation of the system or monitoring facilities whether these claims be based upon alleged intentional conduct, or active or passive negligence on the part of Seller, its agents, servants or employees. This agreement by Purchaser to indemnify Seller against third party claims as herein above set forth shall not apply to losses, expenses and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damages, expenses and liability occur while an employee of Seller is on Purchaser's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.
- 14. Costs of Collection.** Costs of collection of accounts overdue including reasonable attorney's fees and interest shall be borne by the Purchaser.
- 15. Assignment by Purchaser.** This Agreement is not assignable by Purchaser without the written consent of Seller. Any attempt by Purchaser to assign this Agreement without written consent of Seller shall be invalid.
- 16. Modification of Terms.** No understanding, promise, representation, waiver, alteration, or modification of any kind shall be binding unless evidenced in writing, signed by the party to be bound, and, in the case of Seller, approved by an officer of Seller.
- 17. Entire Agreement.** This instrument contains the entire agreement between the parties with respect to the transactions described herein and supersedes all previous negotiations, commitments and writings. If any of the terms or provisions of this Agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect. This Agreement becomes binding upon Seller when signed by a Management employee of Seller or upon commencement of installation.
- 18. Applicable Law.** This agreement shall be deemed to have been made in Pittsburgh, Pennsylvania. Any claim arising out of this Agreement shall be filed in the Court of Common Pleas of Allegheny County. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law principles.

20081010

GUARDIAN
protection services
One of the Armstrong Group of Companies
850 Ridge Road • Pittsburgh, PA 15205 • 412-788-2580

COMMERCIAL AGREEMENT

THIS AGREEMENT is made this 31ST day of MAY, 19 99 by and between Guardian Protection Services, Inc. ("Seller") and JENNIFER CONVERTIBLES / IS ("Purchaser") for services to be performed at 7160 CARPENTER ROAD, SKOKIE, IL 60077 ("the Premises").

The Services (as described below) shall include (check appropriate boxes):

- ☐ the sale and installation of an emergency detection and reporting system (the "System");
- ☒ the lease and installation of the System; and /or
- ☒ monitoring services for the System or an existing system.

Phone: _____

The cost and description of the System/Services are as follows:

DESCRIPTION	COST
<u>1 - CONTROL PANEL FA147</u>	Installation: <u>NO CHARGE</u>
<u>1 - KEYPAD KP245</u>	Less Deposit: <u>n/a</u>
<u>1 - TIE IN EXISTING PARTS</u>	Balance Due*: <u>n/a</u>
<u>1 - PORTABLE PANIC</u>	(*Subject to Applicable Tax)
<u>1 - FIXED PANIC</u>	Payable as follows: _____
<u>LOT - NON-UNION PARTS, LABOR, WIRE & MISC.</u>	
<u>CUSTOMER RESPONSIBLE FOR AC POWER OUTLET, TELE.</u>	
<u>SERVICE & PERMIT FEES</u>	

Monthly Leasing Fee	\$ _____
Monthly Monitoring Fee	\$ _____
Monthly Open/Close Reports	\$ _____
TOTAL MONTHLY CHARGES*	\$ 38.00
(*Subject to Applicable Tax.)	

SPECIAL CONDITIONS: BILL QUARTERLY
BILL TO: JENNIFER CONVERTIBLES, INC.
417 CROSSWAYS PARK DR, WOODBURY, NY 11797

**PLEASE READ THE TERMS AND CONDITIONS
ON THE FRONT AND BACK OF THIS AGREEMENT BEFORE SIGNING.**

A. Terms Applying to Installation of Equipment

- Purchaser authorizes and empowers Seller to install or cause to be installed the protective system set forth on the Schedule of Protection. Purchaser agrees that the work of installation shall be performed on weekdays only unless the Purchaser directs otherwise. In which case, the Purchaser hereby agrees to pay Seller any resulting increased cost for installation. Should Seller be forced to subcontract any portion of the installation due to any trade union jurisdiction dispute, the additional cost caused by such subcontracting shall be paid by Purchaser. Purchaser authorizes use of electrical outlets required and necessary current through his meter, at his expense. Purchaser shall, at his own expense, make any necessary repairs or changes to Purchaser's premises, as requested by Seller, to facilitate the installation and operation of the System. Any error or omission in the construction or installation of the System must be called to the attention of Seller, in writing, within thirty (30) days after completion of the installation. Otherwise, the installation shall be deemed totally satisfactory to and accepted by Purchaser. Seller assumes no liability for delay in installation of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service to Purchaser while interruption of service due to any such cause may continue.
- There may be a one time installation fee to install the necessary telephone company interface jack. If for any reason Seller is unable to install this equipment, such will be installed by the appropriate telephone company and billed directly to Purchaser.
- Purchaser has the affirmative duty to inform Seller, prior to beginning of the installation of the equipment, of every location at the premises where Seller should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, Seller will determine where to drill holes and place equipment. Seller will take reasonable precautions to avoid concealed obstructions, but has no means of determining with certainty if they exist. Any cost incurred to repair any concealed pipes, wires or other obstructions not identified by Purchaser prior to commencement of any work by Seller and any resulting damaged walls, ceiling floors or furnishings shall be the Purchaser's sole expense and responsibility. If asbestos or other health hazardous material is encountered during the installation of the equipment, Seller will cease work until Purchaser has a licensed asbestos removal contractor obtain clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to Seller's personnel. In no case shall Seller be liable for a) the discovery or exposure of hidden asbestos or other hazardous material or b) the handling or disposing of asbestos or any other hazardous material.

B. Terms Applying to Sale

- The System shall remain the personal property of Seller until fully paid for in cash by Purchaser, and Purchaser agrees to perform all acts which may be necessary to assure the retention of title to the System by Seller. Should Purchaser default in any payment for the system or any part, the Purchaser authorizes and empowers Seller to remove the System of any part from the Premises. Such removal, if made by Seller, shall not be deemed a waiver of Seller's right to damages to the premises as a result of Purchaser's default, and Seller shall have the right to enforce any other legal remedy or right. Furthermore, Seller shall be in no way obligated to restore the Premises to its original condition, or re-decorate same in the event of the System or any part is removed as a result of Purchaser's default in payment. Risk of loss of the System, or any part of the same, shall pass to Purchaser upon delivery to the Premises of such System or any part.
- Under the Mechanic's Lien Law, any person who helps to improve your property and is not paid has the right to assert a claim against your property. Under law, you may protect yourself against such claims either by filing with the court a "No Lien Agreement" or a payment bond, depending upon the law of the state where your property is located.
- Purchaser agrees to keep the System fully insured while title is retained by Seller. This insurance will be for loss by fire, theft, or any cause, and the listed beneficiaries will be both Seller and Purchaser, with any loss payments being made pro rata to each party according to their respective interests as shall exist at the time of loss. Purchaser acknowledges that the loss, damage, or destruction of the System will not release or end the contractual obligations of the Purchaser as set forth in this Agreement.

C. Terms Applying to Lease

- Purchaser is the owner, occupant, or lessee of the Premises noted in this Agreement. Purchaser shall provide Seller with proof of status.
- Purchaser hereby leases the Equipment from Seller for a period of _____ months; this period commencing with the completion of installation of the Equipment.
- Purchaser agrees to pay any "Labor" or "Installation" charges listed in this Agreement and to pay the "Total Monthly Charges" noted above.
- It is agreed by the parties that this Contract will automatically renew itself for a period equal to the initial term of this Agreement and will keep renewing itself for the same periods of time, unless prior to the expiration of this Contract, Purchaser or Seller gives written notice of expiration. This notice must be given at least thirty (30) days before the expiration date. Time is of the essence with regard to such termination notice.
- Purchaser authorizes and empowers Seller to maintain and service the aforesaid system and to make any necessary inspections, tests and repairs as required. In the case of fire alarm protection, Purchaser will notify Seller in writing of any change in its fire rating bureau or agency. Repairs necessitated by ordinary wear and tear shall be at Seller's expense and shall be performed as soon as reasonably possible after receipt of notice by Seller from Purchaser. All necessary inspections and tests which may be required on the part of Seller shall be performed during the hours of 9:00 A.M. and 5:00 P.M. on a regular business day. Purchaser acknowledges that Seller's obligation hereunder refers solely to the maintenance of the specified alarm system and that Seller is in no way obligated to insure the operation of the System or to maintain or service Purchaser's property or the property of others to which Seller's system is connected.
- Purchaser acknowledges and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed herein, including but not limited to transmitters, detection devices, bell boxes, and controls shall at all times remain the sole property of Seller. Upon the expiration of this Agreement or upon any default as herein set forth, Seller is authorized to enter upon the premises of Purchaser and to remove all of the Seller owned equipment. Seller shall not be responsible for re-decorating the premises of Purchaser after the removal of such equipment. Removal of Seller owned equipment shall be without prejudice to the collection of any and all sums due under the entire contract, extensions or renewals thereof. Purchaser shall, in such event, return the said Seller owned equipment to Seller in good condition, reasonable wear and tear excepted. Upon completion of the removal of the installation, title to all of the non-removable materials, supplies, including but not limited to wire, cable, foil conduit, screws and the labor for the installation of the system shall vest in the Purchaser. Notwithstanding the foregoing, during the term of this Agreement, Purchaser will not damage, encumber, tamper with or dispose of any portion of the system or permit the system to be damaged, encumbered, taken from the premises, tampered with or repaired by anyone who is not an authorized agent of Seller. In the event of loss or damage to any portion of this system, whether caused by Seller or Purchaser, Purchaser agrees to pay Seller the reasonable value for the replacement or repair of the Seller owned equipment or the installation on the Purchaser's premises. Purchaser agrees that the installation of the Seller owned equipment does not create a fixture to Purchaser's premises as to that equipment.

ACKNOWLEDGMENT OF PURCHASER

BY SIGNING THIS AGREEMENT PURCHASER ACKNOWLEDGES THAT THE SYSTEM IS ONLY A DETERENT AND IS NOT TO BE CONSIDERED AS A SUBSTITUTE FOR INSURANCE AGAINST LOSSES CAUSED BY FIRE, THEFT, BURGLARY OR OTHER CAUSES. PURCHASER FURTHER ACKNOWLEDGES THAT SELLER IS NOT AN INSURER; THAT PURCHASER ASSUMES ALL RISK FOR LOSS OR DAMAGE TO PURCHASER'S PREMISES OR TO ITS CONTENTS;

THAT SELLER HAS MADE NO REPRESENTATION OR WARRANTIES NOR HAS PURCHASER RELIED ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, EXCEPT AS SET FORTH HEREIN; AND PURCHASER ACKNOWLEDGES THAT HE HAS READ AND UNDERSTANDS THE PARAGRAPHS OF THIS AGREEMENT, ESPECIALLY THOSE PARAGRAPHS WHICH SET FORTH SELLER'S OBLIGATION AND MAXIMUM LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO PURCHASER.

GUARDIAN PROTECTION SERVICES, INC.

By: _____

PURCHASER

By: Jennifer Convertibles
AUTHORIZED SIGNATURE

(INDIVIDUAL GUARANTY(IES))

CP-GP-323 Rev. 1/99

D. Terms Applying to Monitoring Service

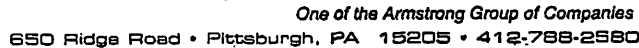
1. **Obligation.** The Purchaser and Seller agree that Seller's only obligation under the Monitoring Service portion of this Agreement shall be to monitor signals received and to respond thereto. Seller, upon the receipt of a signal from the Purchaser's Premises, shall make every reasonable effort to transmit notification of the alarm promptly to the police, fire or other authorities and/or the person or persons whose names and telephone numbers are set forth in the "Responsible Party Data", unless there is just cause to assume that an emergency condition does not exist.
2. **Termination.** In the event that the Purchaser fails or refuses to make payment for services furnished or to be furnished, Seller will give the Purchaser at least thirty (30) days notice of termination of such services and, upon giving such notice, this agreement and all of Seller's responsibilities hereunder shall come to an end as if the date fixed in such notice was the term fixed in the Agreement between Seller and the Purchaser. Purchaser shall be liable to Seller for the amounts due for the original or extended term as set forth under "Default By Purchaser" herein. Also this Agreement may be suspended, at Seller's option, should the Purchaser's security equipment become so substantially damaged that further service is impracticable.
3. **Renewal.** The term of the Monitoring Services Agreement shall be ~~three (3)~~ ^{one (1)} years from the date service is to be provided under this Agreement or the date this Agreement is signed by Purchaser, which ever is later. Purchaser agrees to pay the "Total Monthly Charges" listed on the reverse. This Agreement shall automatically, without action by either party, extend and renew itself under the same terms and conditions for successive periods of ~~three (3)~~ ^{one (1)} years each after the initial period unless either party gives to the other at least thirty (30) days written notice prior to the expiration date of its intention to terminate this agreement on its original or any renewed expiration date. Time is of the essence with regard to such termination notice. This Agreement is subject to increases in the amount of the monitoring fees. In the event an increase in monitoring fees will occur, Seller will notify the Purchaser, in writing, no later than forty-five (45) days before the increase is to take effect. The Purchaser will have twenty (20) days from the date notice is received to withdraw from this Monitoring Services Agreement, provided that Seller may rescind the increase within such forty-five (45) day period and resume the previously charged monitoring fees thereby binding the Purchaser to the full term of this Agreement.
4. **Return of Equipment.** The Purchaser acknowledges that the digital control device and any wireless communication equipment used in conjunction with central station monitoring is the property of Seller, and in the event that this Agreement should be terminated or cancelled, or monitoring services ended, Seller has the right to remove said devices during regular business hours upon notice to the Purchaser.
5. **Interruption and Communications.** Seller shall not be obligated to perform any monitoring service hereunder during any time when the Purchaser's telephone system shall not be working since signals to Seller are received solely by means of telephonic communication. Seller assumes no liability for interruption of service due to strike, war, riots, floods, fire, winds, snow, natural causes or any other causes beyond the control of Seller including interruption in the electrical utility service. Seller will not be required to supply service to the Purchaser while interruption of service due to any such cause shall prevail or continue. Where radio is used as a means of alarm transmission, Seller shall likewise not be obligated to perform monitoring services when radio reception is hindered by man-made static, by static of natural causes or by natural phenomena, such as sunspot activity or solar winds.
6. **Police and Fire Department Connected Alarms.** Purchaser acknowledges that if the signals transmitted from Purchaser's premises will be monitored in municipal police and/or fire departments or other locations, that the personnel of such municipal police and/or fire department or other location are not agents of Seller, nor does Seller assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.
7. **Suspension or Cancellation of this System.** This Agreement may be suspended or cancelled, without notice at the option of Seller, if Seller's or Purchaser's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event that Seller is unable to render service as a result of any action by any governmental authority.

GENERAL TERMS AND CONDITIONS

1. Limited Warranties for Seller-Installed Systems

- (a) **Limited Installation Warranty.** Seller warrants that installation will be completed in accordance with the standard installation procedures of Seller. The Installation Warranty shall commence upon completion of installation and shall expire ~~thirty (30) days~~ ^{one (1) year} thereafter unless otherwise agreed in writing between Seller and Purchaser.
(i) **Remedy.** Seller agrees to correct any defect in workmanship or materials which arises from improper installation if such defect occurs within the installation warranty period and during normal or proper use of the System.
- (b) **Limited Equipment Warranty.** Seller warrants that the equipment listed on the front of this Agreement (the "Equipment") will be new when installed, will conform to the Equipment ordered by the Purchaser, and will be free from defects. The Equipment Warranty shall commence upon the completion of installation and shall expire ~~thirty (30) days~~ ^{one (1) year} thereafter unless otherwise agreed in writing between Seller and Purchaser.
(i) **Remedy.** (A) Seller agrees to replace, at its expense, any Equipment that does not conform to the Equipment ordered by the Purchaser. (B) Seller agrees to furnish a replacement part for any portion of the System that proves to be defective in workmanship or material under normal use within the limited equipment warranty period. Seller may use reconditioned parts in fulfillment of this obligation. Replacement parts are warranted only for the unexpired term of the original warranty. (C) Seller agrees to remove, send to the manufacturer, and reinstall, at Seller's expense, any Equipment not manufactured by Seller that is warranted and that proves to be defective in workmanship or material under normal use.
- (c) **Exclusions.** The Limited Warranties do not apply to Systems that have been damaged by acts not within the Seller's control including but not limited to accident, power surges or brownouts, defective or discharged batteries, abuse, lack of proper maintenance, alterations not authorized by Seller, misapplication, force of the elements or acts of God. Service calls which do not involve defective workmanship or materials are not covered under the Limited Warranties. Further, Seller assumes no liability for damages attributable to interruption of service, delay in installation, or delay in repair or service to the System caused by acts beyond its reasonable control, including but not limited to, strikes, riots, force of the elements, acts of God, interruption in utility service, or delay in response time by Municipal Services.
- (d) The foregoing Limited Warranties are the sole warranties made by Seller, are made only in the event that Seller has installed its system or to the extent that Seller has replaced parts of a non-Seller system, and are in lieu of all other warranties whether express or implied. SELLER EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER IMPLIED WARRANTIES, ARISING THROUGH TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE.
- (e) The foregoing remedies are the **SOLE** and **EXCLUSIVE** remedies on which Purchaser may rely and are not cumulative with any other remedies otherwise provided by law.
- (f) **Procedure.** The Purchaser is obligated to deliver to Seller, at the office indicated on the front of this Agreement, written notice of any claimed defect under either warranty, and such notice must be postmarked within the warranty period. Access to the System for repairs is the responsibility of the Purchaser. Seller will endeavor to perform repairs/ service within 48 hours after notification by Purchaser. Seller will perform repairs during regular working hours unless otherwise requested by Purchaser. Repairs made outside regular working hours are subject to a service labor premium.
- (g) Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the Purchaser. This limited warranty gives the Purchaser specific legal rights. The Purchaser may also have other legal rights that vary from state to state.
2. **Damages**
 - (a) **LIMITATION OF LIABILITY:**
SELLER DISCLAIMS ALL LIABILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER GROUNDED IN CONTRACT, TORT, WARRANTY, OR ANY OTHER THEORY. Such damages include, but are not limited to loss of profits, loss or theft of savings or other property, loss of the use of the System or the Premises, cost of substitutes, damage to property, fines or charges levied by Municipal Services, or the claims of third parties.
 - (b) **SELLER IS NOT AN INSURER:**
 - (i) It is understood and agreed that Seller is not an insurer; that insurance, if any, shall be obtained by Purchaser; that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the Purchaser's property or premises;
 - (ii) Purchaser acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, or the failure of the System to properly operate with resulting loss to Purchaser because of, among other things: (A) The uncertain amount or value of Purchaser's property or others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert; (B) The uncertainty of the response time of any police,
3. **Authorized Personnel.** Purchaser agrees to furnish forthwith a written list of the names, titles, residence addresses, residence phone numbers and signatures of all persons authorized to arrange an unscheduled event and/or authorized to enter or remain on the premises of Purchaser during the regularly scheduled closed period, and/or be notified in the event of an alarm, and to furnish Seller with a written daily and holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to Seller in writing.
4. **Change to the System; Cost of Repairs; Additional Protection; Risk of Loss.** The cost of any additions, changes and variances in the System, as herein contracted for or as originally installed, made at the request of or made necessary or required by Purchaser's action, or which may be demanded by any governmental agency or insurance interests or inspection and rating bureaus, and to be borne by Purchaser. **PURCHASER ACKNOWLEDGES THAT PURCHASER HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM SELLER OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO PURCHASER.** All risk of loss or damage to the System shall be borne exclusively by Purchaser whose obligations hereunder shall not be diminished by any such loss or damage.
5. **Late Fees and Interest; Reconnect Charges.** If the Purchaser is late with any payment, the Seller, if allowed by law, can charge the Purchaser a late fee of \$5 on any payment to offset administrative charges related to the collection of the late payment. In the event any payment due hereunder is late, Seller may also impose and collect a delinquency charge of 1.25 % per month (15% per annum), or the highest amount allowed under law, whichever is less, of the amount of the delinquency. If the alarm system is deactivated because of Purchaser's past due balance, and if Purchaser desires to have the system reactivated, Purchaser agrees to pay in advance to Seller a reconnect charge to be fixed by Seller in a reasonable amount. Time is of the essence with respect to any payments required under this Agreement.
6. **Change in Ownership of Purchaser's Premises.** Purchaser acknowledges that the sale or transfer of Purchaser's Premises shall not relieve Purchaser of his duties and obligations under this Agreement. Purchaser may not assign or permit anyone to take subject to this Agreement without the written consent of the Seller.
7. **Assignees/Subcontractors of Seller.** Seller shall have the right to assign this Agreement to any other person, firm or corporation without notice to Purchaser and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Purchaser acknowledges that this Agreement, and particularly those paragraphs relating to Seller's disclaimer of warranties, maximum liability, liquidated damages, and third party indemnification, inure to the benefit of and are applicable to any assignee and/or subcontractors of Seller, and that they bind Purchaser with respect to said assignees and/or subcontractors with the same force and effect that they bind Purchaser to Seller.
8. **Default by Purchaser.** If the Purchaser (i) fails to make any payment as agreed herein, (ii) ceases doing business as a going concern, (iii) becomes insolvent, (iv) makes an assignment for the benefit of creditors, (v) files a petition or is the subject of a petition filed against Purchaser under the Bankruptcy Act or any amendment thereto, including a petition for reorganization, arrangement or extension, (vi) if any representation, warranty or financial information made or submitted by Purchaser shall be untrue or unperfected in any material respect, or (vii) defaults hereunder in any other respect, Seller must give Purchaser thirty (30) days written notice of such default, and if such default is not cured within such thirty (30) day period, the entire amount due under this Agreement for the balance of the Agreement period shall become immediately due and payable. In the event of such default the Purchaser hereby consents to the Seller immediately entering the aforesaid premises or any other premises where the property of said Seller may be located for the purpose of removing the equipment belonging to the Seller; upon the expiration of this Agreement or any renewal term thereof, or removal of the equipment by Seller shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall the Seller be liable for any normal damage caused to the premises by installation or removal of its equipment.
9. **Prior Agreements.** Purchaser warrants and represents that Purchaser is not under any enforceable agreement with any other party concerning alarm systems of any kind and description installed at the premises, and furthermore Purchaser agrees to indemnify and save harmless Seller against all claims, demands, suits, expenses and damages by judgment or otherwise which may be now or hereafter incurred as a result of or arising out of any agreement that Purchaser may have entered into with any party concerning any such alarm systems of every kind and description. Purchaser will pay all said sums, including reasonable attorney's fees, for the defense of any such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnity provision.
10. **Purchaser's Purchase Order.** Purchaser acknowledges that if there is any conflict between this Agreement and Purchaser's purchase order or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.
11. **Indemnification.** Purchaser agrees to and shall indemnify and save harmless Seller, its employees and agents for and against all third party claims, lawsuits and losses arising out of or in connection with the operation or non-operation of the system or monitoring facilities whether these claims be based upon alleged negligent or intentional conduct, or active or passive negligence on the part of Seller, its agents, servants or employees. This agreement by Purchaser to indemnify Seller against third party claims as herein above set forth shall not apply to losses, expenses and liability resulting in injury or death to third persons or injury to property of third persons which losses, damages, expenses and liability occur while in possession of Seller.

5-24-99



THIS AGREEMENT is made this 31ST day of MAY, 19 99 by and between Guardian Protection Services, Inc. ("Seller") and JENNIFER CONVERTIBLES / IOP ("Purchaser") for services to be performed at 15782 LAGRANGE ROAD, ORLAND PARK, IL 60462 ("the Premises").

☐ the sale and installation of an emergency detection and reporting system (the "System");

☒ the lease and installation of the System; and /or

☒ monitoring services for the System or an existing system.

The cost and description of the System/Services are as follows:

SPECIAL CONDITIONS: BILL QUARTERLY
BILL TO: JENNIFER CONVERTIBLES, INC.
417 CROSSWAYS PARK DR. WOODBURY, NY 11797

417 CROSSWAYS PARK DR., WOODBURY, NY 11797

A. Terms Applying to Installation of Equipment

1. Purchaser authorizes and empowers Seller to install or cause to be installed the protective system set forth on the Schedule of Protection. Purchaser agrees that the work of installation shall be performed on weekdays only unless the Purchaser directs otherwise, in which case the work may be performed on Saturdays and Sundays. Seller agrees that if, at any time, should Seller be forced to subcontract any portion of the installation due to any trade union jurisdiction dispute, the additional cost caused by such subcontracting shall be paid by Purchaser. Seller, or Seller's Subcontractor, shall be responsible for obtaining access through his meter, at his expense. Purchaser shall, at his own expense, make any necessary repairs or changes to Purchaser's premises, as requested. Seller shall be responsible for the safety of all workers and the public. In the construction or installation of the System must be called to the attention of Seller, in writing, within thirty (30) days after completion of the installation. Otherwise, Seller shall assume no liability for delay in installation of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power outages, or other causes. Seller shall assume no liability for interruption of service due to any such cause may continue.
2. There may be a one time installation fee to install the necessary telephone company interface pack, if for any reason Seller is unable to install this equipment, such fee will be installed by the appropriate telephone company and billed directly to Purchaser.
3. Purchaser has the affirmative duty to inform Seller, prior to beginning of the installation of the Equipment, of every location at the premises where Seller would not be allowed to enter or where Seller should not enter, such as wires (or asbestos) enter or drill holes. Unless so notified, Seller will determine where to drill holes and place equipment. Seller will take reasonable precautions to avoid concealed obstructions, but will not be responsible for concealed obstructions, such as wires, pipes, drains, or other obstructions not identified by Purchaser prior to commencement of any work by Seller, and any resulting damaged walls, ceiling floors or furnishings shall be the responsibility of Seller. If Seller is notified of the location of any hazardous material is encountered during the installation of the Equipment, Seller will cease work until Purchaser has at Purchaser's expense, removed the hazardous material. If Seller is notified of the location of any hazardous material, that continuation of work will not pose any danger to Seller's personnel. In no case shall Seller be liable for a) the discovery or exposure of hidden asbestos or other hazardous material or b) the handling or disposing of asbestos or any other hazardous material.

B. Terms Applying to Sale

1. The System shall remain the personal property of Seller until fully paid for in cash by Purchaser, and Purchaser agrees to perform all acts which may be necessary to assure the retention of title to the System by Seller. Should Purchaser default in any payment for the System, or in any other payment, or should Seller remove the System from the System, or any part from the Premises. Such removal, if made by Seller, shall not be deemed a waiver of Seller's right to damages that Seller sustains as a result of Purchaser's default. Seller shall be in no way obligated to restore the Premises to its original condition, or re-decorate the same in the event of the System or any part is removed as a result of Purchaser's default. In the event of a loss of or theft of or destruction of the System, or any part of the same, shall pass to Purchaser upon delivery to the Premises of such System or any part.
2. Under the Mechanic's Lien Law, any person who helps to improve your property and is not paid has the right to assert a claim against your property. Under law, you may protect yourself against such claims either by filing with the County a "Notice of Lien Agreement" or a payment bond, depending upon the law of the state where your property is located.
3. Purchaser agrees to keep the System fully insured while title is retained by Seller. This insurance shall be for fire and theft and the listed beneficiaries will be both Seller and Purchaser, with any loss payments being made pro rata to each party according to their respective interests as shall exist at the time of loss. Purchaser acknowledges that Seller's demand for the System, or any part of the System, shall be subject to the conditions and obligations of the Purchaser as set forth in this Agreement.

C. Terms Applying to Lease

1. Purchaser is the owner, occupant, or lessee of the Premises noted in this Agreement. Purchaser shall provide Seller with proof of status.
2. Purchaser hereby leases the Equipment from Seller for a period of _____ months; this period commencing with the completion of installation of the Equipment.
3. Purchaser agrees to pay any "Labor" or "Installation" charges listed in this Agreement and to pay the "Total monthly" charges noted above.
4. It is agreed by the parties that this Contract will automatically renew itself for a period equal to the initial term of this Agreement and will keep renewing itself for the same period of time, unless prior to the expiration of this Contract, Purchaser or Seller gives written notice of expiration. This notice must be given at least thirty (30) days before the expiration date. A trial is of the essence with respect to termination notice.
5. Purchaser authorizes and empowers Seller to maintain and service the alarm/said system and to order and/or replace parts, tests and repairs as required, in the case of fire alarm protection, Purchaser will notify Seller in writing of any change in its fire rating bureau or agency. Repairs necessitated by ordinary wear and tear shall be made upon receipt of notice by Seller from Purchaser. All necessary inspections and tests which may be required on the part of Seller shall be performed without charge. Seller's obligation hereunder refers solely to the maintenance of the specified alarm system and that Seller is in no way obligated to insure the operation of the system. Seller shall not service Purchaser's property or the property of others to which Seller's system is connected.
6. Purchaser acknowledges and agrees that this Agreement is for the providing of service and not the sale of goods. As hereinafter provided, the major components installed herein, including, but not limited to: transmitters, detection devices, bell boxes and controls shall at all times remain the sole property of Seller. Seller is authorized to enter upon the premises of Purchaser and to remove all of the Seller owned equipment. Seller shall not be responsible for redepositing or removal of the Seller owned equipment. Seller shall not be responsible for the return of the equipment shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof. Purchaser shall, in such event, return the equipment to Seller, or, in the event of the removal of the equipment, the equipment shall be disposed. Upon completion of the removal of the installation, title to all of the nonreturnable equipment, material, supplies, including but not limited to, the equipment, shall remain with the foregoing, during the term of this Agreement, Purchaser will not damage, encumber, or otherwise dispose of the equipment or the system shall vest in the Purchaser. Notwithstanding the foregoing, taken from the premises, tampered with or repaired by anyone who is not an authorized agent of Seller, in the event of loss or damage to any portion of the system, the responsibility for the replacement or repair of the Seller owned equipment or the installation on the premises thereon shall remain with Seller. Seller shall not be responsible for the return of the equipment does not create a liability to Purchaser's premises as to that equipment.

ACKNOWLEDGMENT OF PURCHASER

BY SIGNING THIS AGREEMENT PURCHASER ACKNOWLEDGES THAT THE SYSTEM IS ONLY A
 DETERRENT AND IS NOT TO BE CONSIDERED AS A SUBSTITUTE FOR INSURANCE AGAINST
 LOSSES CAUSED BY FIRE, THEFT, BURGLARY OR OTHER CAUSES. PURCHASER FURTHER
 ACKNOWLEDGES THAT SELLER IS NOT AN INSURER; THAT PURCHASER ASSUMES ALL RISK
 FOR LOSS OR DAMAGE TO PURCHASER'S PREMISES OR TO ITS CONTENTS;

THAT SELLER HAS MADE NO REPRESENTATION OR WARRANTIES NOR HAS PURCHASER RELIED ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, EXCEPT AS SET FORTH HEREIN; AND PURCHASER ACKNOWLEDGES THAT HE HAS READ AND UNDERSTANDS THE PARAGRAPHS OF THIS AGREEMENT, ESPECIALLY THOSE PARAGRAPHS WHICH SET FORTH SELLER'S OBLIGATION AND MAXIMUM LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO PURCHASER.

GUARDIAN PROTECTION SERVICES, INC.

PURCHASER

By: _____

By: _____
AUTHORIZED SIGNATURE



One of the Armstrong Group of Companies
850 Ridge Road • Pittsburgh, PA 15205 • 412-788-2580

COMMERCIAL AGREEMENT

THIS AGREEMENT is made this 31ST day of MAY, 19 99 by and between Guardian Protection Services, Inc. ("Seller") and JENNIFER CONVERTIBLES / IOP ("Purchaser") for services to be performed at 15782 LAGRANGE ROAD, ORLAND PARK, IL 60462 ("the Premises").

The Services (as described below) shall include (check appropriate boxes):

- ☐ the sale and installation of an emergency detection and reporting system (the "System");
☒ the lease and installation of the System; and /or
☒ monitoring services for the System or an existing system.

Phone: _____

The cost and description of the System/Services are as follows:

DESCRIPTION	COST
1 - CONTROL PANEL FA147	Installation: <u>NO COST</u>
1 - KEYPAD KP245	Less Deposit: <u>N/A</u>
1 - PORTABLE PANIC	Balance Due*: <u>N/A</u>
1 - FIXED PANIC	(*Subject to Applicable Tax)
1 - TIE IN EXISTING PARTS	Payable as follows: _____
LOT - NON-UNION LABOR, PARTS, WIRE, & MISC.	
CUSTOMER RESPONSIBLE FOR AC POWER OUTLET, TELE.	
SERVICE & PERMIT FEES	

Monthly Leasing Fee	\$
Monthly Monitoring Fee	\$
Monthly Open/Close Reports	\$
TOTAL MONTHLY CHARGES*	\$ 38.00
(*Subject to Applicable Tax.)	

SPECIAL CONDITIONS: BILL QUARTERLY

BILL TO: JENNIFER CONVERTIBLES, INC.

417 CROSSWAYS PARK DR, WOODBURY, NY 11797

PLEASE READ THE TERMS AND CONDITIONS ON THE FRONT AND BACK OF THIS AGREEMENT BEFORE SIGNING.

A. Terms Applying to Installation of Equipment

- Purchaser authorizes and empowers Seller to install or cause to be installed the protective system set forth on the Schedule of Protection. Purchaser agrees that the work of installation shall be performed on weekdays only unless the Purchaser directs otherwise. In which case, the Purchaser hereby agrees to pay Seller any resulting increased cost for installation. Should Seller be forced to subcontract any portion of the installation due to any trade union jurisdiction dispute, the additional cost caused by such subcontracting shall be paid by Purchaser. Purchaser authorizes use of electrical outlets required and necessary current through his meter, at his expense. Purchaser shall, at his own expense, make any necessary installation and coordination of the System. Any error or omission in the construction or installation of the System must be called to the attention of Seller, in writing, within thirty (30) days after completion of the installation. Otherwise, the installation shall be deemed totally satisfactory to and accepted by Purchaser. Seller assumes no liability for delay in installation of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service to Purchaser while interruption of service due to any such cause may continue.
- There may be a one time installation fee to install the necessary telephone company interface jack, if for any reason Seller is unable to install this equipment, such will be installed by the appropriate telephone company and billed directly to Purchaser.
- Purchaser has the affirmative duty to inform Seller, prior to beginning of the installation of the Equipment, of every location at the premises where Seller should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, Seller will determine where to drill holes and place equipment. Seller will take reasonable precautions to avoid concealed obstructions, but has no means of determining with certainty if they exist. Any cost incurred to repair any concealed pipes, wires or other obstructions not identified by Purchaser prior to commencement of any work by Seller and any resulting damaged walls, ceiling floors or furnishings shall be the Purchaser's sole expense and responsibility. If asbestos or other health hazardous material is encountered during the installation of the Equipment, Seller will cease work until Purchaser has at Purchaser's sole expense obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to Seller's personnel. In no case shall Seller be liable for a) the discovery or exposure of hidden asbestos or other hazardous material or b) the handling or disposing of asbestos or any other hazardous material.

B. Terms Applying to Sale

- The System shall remain the personal property of Seller until fully paid for in cash by Purchaser, and Purchaser agrees to perform all acts which may be necessary to assure the retention of title to the System by Seller. Should Purchaser default in any payment for the system or any part, then Purchaser authorizes and empowers Seller to remove the System or any part from the Premises. Such removal, if made by Seller, shall not be deemed a waiver of Seller's right to damages that Seller sustains as a result of Purchaser's default, and Seller shall have the right to enforce any other legal remedy or right. Furthermore, Seller shall be in no way obligated to restore the Premises to its original condition, or reduplicate payment, risk of loss of the System, or any part of the same, shall pass to Purchaser upon delivery to the Premises of such System or any part.
- Under the Mechanic's Lien Law, any person who helps to improve your property and is not paid has the right to assert a claim against your property. Under law, you may protect yourself against such claims either by filing with the court a "No Lien Agreement" or a payment bond, depending upon the law of the state where your property is located.
- Purchaser agrees to keep the System fully insured while title is retained by Seller. This insurance will be for loss by fire, theft, or any cause, and the listed beneficiaries will be both Seller and Purchaser, with any loss payments being made pro rata to each party according to their respective interests as shall exist at the time of loss. Purchaser acknowledges that the loss, damage, or destruction of the System will not release or end the contractual obligations of the Purchaser as set forth in this Agreement.

C. Terms Applying to Lease

- Purchaser is the owner, occupant, or lessee of the Premises noted in this Agreement. Purchaser shall provide Seller with proof of status.
- Purchaser hereby leases the Equipment from Seller for a period of _____ months; this period commencing with the completion of installation of the Equipment.
- Purchaser agrees to pay any "Labor" or "Installation" charges listed in this Agreement and to pay the "Total Monthly Charges" noted above.
- It is agreed by the parties that this Contract will automatically renew itself for a period equal to the initial term of this Agreement and will keep renewing itself for the same periods of time, unless prior to the expiration of this Contract, Purchaser or Seller gives written notice of expiration. This notice must be given at least thirty (30) days before the expiration date. Time is of the essence with regard to such termination notice.
- Purchaser authorizes and empowers Seller to maintain and service the aforesaid system and to make any necessary inspections, tests and repairs as required. In the case of fire alarm protection, Purchaser will notify Seller in writing of any change in the fire rating bureau or agency. Repairs necessitated by ordinary wear and tear shall be at Seller's expense and shall be performed as soon as reasonably possible after receipt of notice by Seller from Purchaser. All necessary inspections and tests which may be required on the part of Seller shall be performed between the hours of 9:00 a.m. and 5:00 p.m. on a regular business day. Purchaser acknowledges that Seller's obligation hereunder refers solely to the maintenance of the specified alarm system and that Seller is in no way obligated to insure the operation of the System or to maintain or service Purchaser's property or the property of others to which Seller's system is connected.
- Purchaser acknowledges and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed herein, including, but not limited to transmitters, detection devices, bell boxes and controls shall, at all times remain the sole property of Seller. Upon the expiration of this Agreement or upon any default as herein set forth, Seller is authorized to enter upon the premises of Purchaser and to remove all of the Seller's owned equipment. Seller shall not be responsible for redecorating the premises of Purchaser after the removal of such equipment. Removal of Seller owned equipment shall be without prejudice to the collection of any and all sums due under the aforesaid contract or extensions or renewals thereof. Purchaser shall, in such event, return the said Seller owned equipment to Seller in good condition, reasonable wear and tear excepted. Upon completion of the removal of the installation, title to all of the nonrecoverable equipment, material, supplies, including but not limited to wire, cable, foil conduit, screws and the labor for the installation of the system shall vest in the Purchaser. Notwithstanding the foregoing, during the term of this Agreement, Purchaser will not damage, encumber, encumbered, taken from the premises, tampered with or repaired by anyone who is not an authorized agent of Seller. In the event of loss or damage to any portion of this system, whether owned by Seller or Purchaser, Purchaser agrees to pay Seller the reasonable value for the replacement or repair of the Seller owned equipment or the installation on the Purchaser's premises. Purchaser agrees that the installation of the Seller owned equipment does not create a fixture to Purchaser's premises as to that equipment.

ACKNOWLEDGMENT OF PURCHASER

BY SIGNING THIS AGREEMENT PURCHASER ACKNOWLEDGES THAT THE SYSTEM IS ONLY A DETERRANT AND IS NOT TO BE CONSIDERED AS A SUBSTITUTE FOR INSURANCE AGAINST LOSSES CAUSED BY FIRE, THEFT, BURGLARY OR OTHER CAUSES. PURCHASER FURTHER ACKNOWLEDGES THAT SELLER IS NOT AN INSURER; THAT PURCHASER ASSUMES ALL RISK FOR LOSS OR DAMAGE TO PURCHASER'S PREMISES OR TO ITS CONTENTS;

THAT SELLER HAS MADE NO REPRESENTATION OR WARRANTIES NOR HAS PURCHASER RELIED ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, EXCEPT AS SET FORTH HEREIN; AND PURCHASER ACKNOWLEDGES THAT HE HAS READ AND UNDERSTANDS THE PARAGRAPHS OF THIS AGREEMENT, ESPECIALLY THOSE PARAGRAPHS WHICH SET FORTH SELLER'S OBLIGATION AND MAXIMUM LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO PURCHASER.

GUARDIAN PROTECTION SERVICES, INC.

By: _____

PURCHASER

By: _____
AUTHORIZED SIGNATURE

D. Terms Applying to Monitoring Service

- Obligation.** The Purchaser and Seller agree that Seller's only obligation under the Monitoring Service portion of this Agreement shall be to monitor signals received and to respond thereto. Seller, upon the receipt of a signal from the Purchaser's Premises, shall make every reasonable effort to transmit notification of the alarm promptly to the police, fire or other authorities and/or the person or persons whose names and telephone numbers are set forth in the "Responsible Party Data", unless there is just cause to assume that an emergency condition does not exist.
- Termination.** In the event that the Purchaser fails or refuses to make payment for services furnished or to be furnished, Seller will give the Purchaser at least thirty (30) days notice of termination of such services and, upon giving such notice, this agreement and all of Seller's responsibilities hereunder shall come to an end as if the date fixed in such notice was the term fixed in the Agreement between Seller and the Purchaser. Purchaser shall be liable to Seller for the amounts due for the original or extended term as set forth under "Default By Purchaser" herein. Also this Agreement may be suspended, at Seller's option, should the Purchaser's security equipment become so substantially damaged that further service is impracticable.
- Renewal.** The term of the Monitoring Services Agreement shall be ~~three (3)~~ ^{one (1)} years from the date service is to be provided under this Agreement or the date this Agreement is signed by Purchaser, which ever is later. Purchaser agrees to pay the "Total Monthly Charges" listed on the reverse. This Agreement shall automatically, without action by either party, extend and renew itself under the same terms and conditions for successive periods of ~~three (3)~~ ^{one (1)} years each after the initial period unless either party gives to the other at least thirty (30) days written notice prior to the expiration date of its intention to terminate this agreement upon its original or any renewed expiration date. Time is of the essence with regard to such termination notice. This Agreement is subject to increases in the amount of the monitoring fees. In the event an increase in monitoring fees will occur, Seller will notify the Purchaser in writing, no later than forty-five (45) days before the increase is to take effect. The Purchaser will have twenty (20) days from the date notice is received to withdraw from this Monitoring Services Agreement, provided that Seller may rescind the increase within such forty-five (45) day period and resume the previously charged monitoring fees thereby binding the Purchaser to the full term of this Agreement.
- Return of Equipment.** The Purchaser acknowledges that the digital control device and any wireless communication equipment used in conjunction with central station monitoring is the property of Seller, and in the event that this Agreement should be terminated or cancelled, or monitoring services ended, Seller has the right to remove said devices during regular business hours upon notice to the Purchaser.
- Interruption and Communications.** Seller shall not be obligated to perform any monitoring service hereunder during any time when the Purchaser's telephone system shall not be working since signals to Seller are received solely by means of telephonic communication. Seller assumes no liability for interruption of service due to strike, war, riots, floods, fire, winds, snow, natural causes or any other causes beyond the control of Seller including interruption in the electrical utility service. Seller will not be required to supply service to the Purchaser while interruption of service due to any such cause shall prevail or continue. Where radio is used as a means of alarm transmission, Seller shall likewise not be obligated to perform monitoring services when radio reception is hindered by man-made static, by static of natural causes or by natural phenomena, such as sunspot activity or solar winds.
- Police and Fire Department Connected Alarms.** Purchaser acknowledges that if the signals transmitted from Purchaser's premises will be monitored in municipal police and/or fire departments or other locations, that the personnel of such municipal police and/or fire department or other location are not agents of Seller, nor does Seller assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.
- Suspension or Cancellation of this System.** This Agreement may be suspended or cancelled, without notice at the option of Seller, if Seller's or Purchaser's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event that Seller is unable to render service as a result of any action by any governmental authority.

GENERAL TERMS AND CONDITIONS

1. Limited Warranties for Seller-Installed Systems

- Limited Installation Warranty.** Seller warrants that installation will be completed in accordance with the standard installation procedures of Seller. The Installation Warranty shall commence upon completion of installation and shall expire ~~thirty (30) days~~ ^{one (1) year} thereafter unless otherwise agreed in writing between Seller and Purchaser.

(i) **Remedy.** Seller agrees to correct any defect in workmanship or materials which arises from improper installation if such defect occurs within the installation warranty period and during normal or proper use of the System.

- Limited Equipment Warranty.** Seller warrants that the equipment listed on the front of this Agreement (the "Equipment") will be new when installed, will conform to the Equipment ordered by the Purchaser, and will be free from defects. The Equipment Warranty shall commence upon the installation of the equipment and shall expire ~~thirty (30) days~~ ^{one (1) year} thereafter unless otherwise agreed in writing between Seller and Purchaser.

(i) **Remedy.** (A) Seller agrees to replace, at its expense, any Equipment that does not conform to the Equipment ordered by the Purchaser. (B) Seller agrees to furnish a replacement part for any portion of the System that proves to be defective in workmanship or material under normal use within the limited equipment warranty period. Seller may use reconditioned parts in fulfillment of this obligation. Replacement parts are warranted only for the unexpired term of the original warranty. (C) Seller agrees to remove, send to the manufacturer, and reinstall, at Seller's expense, any Equipment not manufactured by Seller that is warranted and that proves to be defective in workmanship or material under normal use.

- Exclusions.** The Limited Warranties do not apply to Systems that have been damaged by acts not within the Seller's control including but not limited to accident, power surges or brownouts, defective or discharged batteries, abuse, lack of proper maintenance, alterations not authorized by Seller, misapplication, force of the elements or acts of God. Service calls which do not involve defective workmanship or materials are not covered under the Limited Warranties. Further, Seller assumes no liability for damages attributable to interruption of service, delay in installation, or delay in repair or service to the System caused by acts beyond its reasonable control, including but not limited to, strikes, riots, force of the elements, acts of God, interruption in utility service, or delay in response time by Municipal Services.

- The foregoing Limited Warranties are the sole warranties made by Seller, are made only in the event that Seller has installed its system or to the extent that Seller has replaced parts of a non-Seller system, and are in lieu of all other warranties whether express or implied. SELLER EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER IMPLIED WARRANTIES, ARISING THROUGH TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

- The foregoing remedies are the SOLE and EXCLUSIVE remedies on which Purchaser may rely and are not cumulative with any other remedies otherwise provided by law.

- Procedure.** The Purchaser is obligated to deliver to Seller, at the office indicated on the front of this Agreement, written notice of any claimed defect under either warranty, and such notice must be postmarked within the warranty period. Access to the System for repairs is the responsibility of the Purchaser. Seller will endeavor to perform repairs/ service within 48 hours after notification by Purchaser. Seller will perform repairs during regular working hours unless otherwise requested by Purchaser. Repairs made outside regular working hours are subject to a service labor premium.

- Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the Purchaser. This limited warranty gives the Purchaser specific legal rights. The Purchaser may also have other legal rights that vary from state to state.

2. Damages

(a) LIMITATION OF LIABILITY:

SELLER DISCLAIMS ALL LIABILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER GROUNDED IN CONTRACT, TORT, WARRANTY, OR ANY OTHER THEORY. Such damages include, but are not limited to loss of profits, loss or theft of savings or other property, loss of the use of the System or the Premises, cost of substitutes, damage to property, fines or charges levied by Municipal Services, or the claims of third parties.

(b) SELLER IS NOT AN INSURER:

(i) It is understood and agreed that Seller is not an insurer; that insurance, if any, shall be obtained by Purchaser, that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the Purchaser's property or premises;

(ii) Purchaser acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, or the failure of the System to properly operate with resulting loss to Purchaser because of, among other things: (A) The uncertain amount or value of Purchaser's property or others kept on the premises which may be lost, damaged, destroyed, damaged or otherwise affected by occurrence which the system or service is designed to detect or avert; (B) The uncertainty of the response time of any police, fire or other municipal service ("Municipal Service"); (C) The inability to ascertain what portion, if any, of any loss would be proximately caused by Seller's failure to perform or by failure of its equipment to operate; or (D) The nature of the service to be performed by Seller.

(iii) Purchaser understands and agrees that if Seller should be found liable for loss or damage due from a failure of Seller to perform any of the obligations herein, including but not limited to installation, maintenance, monitoring or service or the failure of the System or equipment in any respect whatsoever, Seller's liability shall be limited to One Thousand Dollars (\$1,000.00) and this liability shall be EXCLUSIVE; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly from performance or nonperformance of the obligations imposed by this contract or from negligence, active or otherwise, of Seller, its agents, assigns or employees.

(iv) In the event that the Purchaser wishes Seller to assume greater liability, Purchaser may, as a matter of right, obtain from Seller a higher limit by paying an additional amount determined by Seller in view of the increase in damages, but such additional obligation shall in no way be interpreted to hold the Seller as an insurer.

- Testing and Use.** It is the duty of the Purchaser to test the System periodically but not less than monthly. It is the duty of the Purchaser to carefully and properly arm the System, and Purchaser shall immediately report in writing any claimed inadequacies in or failure of the security equipment.

- Commercial Use Only.** Purchaser warrants that the System and services provided by Seller will not be used for personal family or household use. This Agreement is deemed to be between commercial parties.

- Authorized Personnel.** Purchaser agrees to furnish forthwith a written list of the names, titles, residence addresses, residence phone numbers and signatures of all persons authorized to arrange an unscheduled event and/or authorized to enter or remain on the premises of Purchaser during the regularly scheduled closed period, and/or be notified in the event of an alarm, and to furnish Seller with a written daily and holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to Seller in writing.

- Change to the System; Cost of Repairs; Additional Protection; Risk of Loss.** The cost of any additions, changes and variances in the System, as herein contracted for or as originally installed, made at the request of or made necessary or required by Purchaser's action, or which may be demanded by any governmental agency or insurance interests or inspection and rating bureaus, are to be borne by Purchaser. PURCHASER ACKNOWLEDGES THAT PURCHASER HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM SELLER OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO PURCHASER. All risk of loss or damage to the System shall be borne exclusively by Purchaser whose obligations hereunder shall not be diminished by any such loss or damage.

- Late Fees and Interest; Reconnect Charges.** If the Purchaser is late with any payment, the Seller, if allowed by law, can charge the Purchaser a late fee of \$3 on any payment to offset administrative charges related to the collection of the late payment. In the event any payment due hereunder is late, Seller may also impose and collect a delinquency charge of 1.25 % per month (15% per annum), or the highest amount allowed under law, whichever is less, of the amount of the delinquency. If the alarm system is deactivated because of Purchaser's past due balance, and if Purchaser desires to have the system reactivated, Purchaser agrees to pay in advance to Seller a reconnect charge to be fixed by Seller in a reasonable amount. Time is of the essence with respect to any payments required under this Agreement.

- Change in Ownership of Purchaser's Premises.** Purchaser acknowledges that the sale or transfer of Purchaser's Premises shall not relieve Purchaser of his duties and obligations under this Agreement. Purchaser may not assign or permit anyone to take subject to this Agreement without the written consent of the Seller.

- Assignees/Subcontractors of Seller.** Seller shall have the right to assign this Agreement to any other person, firm or corporation without notice to Purchaser and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Purchaser acknowledges that this Agreement, and particularly those paragraphs relating to Seller's disclaimer of warranties, maximum liability, liquidated damages, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors of Seller, and that they bind Purchaser with respect to said assignees and/or subcontractors with the same force and effect that they bind Purchaser to Seller.

- Default by Purchaser.** If the Purchaser (i) fails to make any payment as agreed herein, (ii) ceases doing business as a going concern, (iii) becomes insolvent, (iv) makes an assignment for the benefit of creditors, (v) files a petition or is the subject of a petition filed against Purchaser under the Bankruptcy Act or any amendment thereto, including a petition for reorganization, arrangement or extension, (vi) if any representation, warranty or financial information made or submitted by Purchaser shall be untrue or unperformed in any material respect, or (vii) defaults hereunder in any other respect, Seller must give Purchaser thirty (30) days written notice of such default, and if such default is not cured within such thirty (30) day period, the entire amount due under this Agreement for the balance of the Agreement period shall become immediately due and payable. In the event of such default the Purchaser hereby consents to the Seller immediately entering the aforesaid premises or any other premises where the property of said Seller may be located for the purpose of removing the equipment belonging to the Seller; upon the expiration of this Agreement or any renewal term thereof, or upon the happening of any other contingency set forth herein, the Seller may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to person or property arising out of such entry or taking of possession. Removal of the equipment by Seller shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall the Seller be liable for any normal damage caused to the premises by installation or removal of its equipment.

- Prior Agreements.** Purchaser warrants and represents that Purchaser is not under any enforceable agreement with any other party concerning alarm systems of any kind and description installed at the premises, and furthermore Purchaser agrees to indemnify and save harmless Seller against all claims, demands, suits, expenses and damages by judgment or otherwise which may be made or hereafter incurred as a result of or arising out of any agreement that Purchaser may have entered into with any party concerning any such alarm systems of every kind and description. Purchaser will pay all said sums, including reasonable attorney's fees, for the defense of any such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnity provision.

- Purchaser's Purchase Order.** Purchaser acknowledges that if there is any conflict between this Agreement and Purchaser's purchase order or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

- Indemnification.** Purchaser agrees to and shall indemnify and save harmless Seller, its employees and agents for and against all third party claims, lawsuits and losses arising out of or in connection with the operation or non-operation of the system or monitoring facilities whether the claims be based upon alleged intentional conduct, or active or passive negligence on the part of Seller, its agents, servants or employees. This agreement by Purchaser to indemnify Seller against third party claims as herein above set forth shall not apply to losses, expenses and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damages, expenses and liability occur while an employee of Seller is caused by the acts of said employee.

- Costs of Collection.** Costs of collection of accounts overdue including reasonable attorney's fees and interest shall be borne by the Purchaser.

- Assignment by Purchaser.** This Agreement is not assignable by Purchaser without the written consent of Seller. Any attempt by Purchaser to assign this Agreement without written consent of Seller shall be invalid.

- Modification of Terms.** No understanding, promise, representation, waiver, alteration, or modification purporting to change this Agreement shall be binding unless evidenced in writing, signed by the party to be bound, and, in the case of Seller, approved by an officer of Seller.

- Entire Agreement.** This instrument contains the entire agreement between the parties with respect to the transactions described herein and supercedes all previous negotiations, commitments and writings. If any of the terms or provisions of this Agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect. This Agreement becomes binding upon Seller when signed by a Management employee of Seller or upon commencement of installation.

- Applicable Law.** This agreement shall be deemed to have been made in Pittsburgh, Pennsylvania. Any claim arising out of this Agreement shall be filed in the Court of Common Pleas of Allegheny County. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law principles.

GUARDIAN
protection services
One of the Armstrong Group of Companies
650 Ridge Road • Pittsburgh, PA 15205 • 412-788-2580

COMMERCIAL AGREEMENT

THIS AGREEMENT is made this 31ST day of MAY, 19 99 by and between Guardian Protection Services, Inc. ("Seller") and JENNIFER CONVERTIBLES / IE ("Purchaser") for services to be performed at 2500 W. 49th STREET, EVERGREEN PARK, IL 60642 ("the Premises").

The Services (as described below) shall include (check appropriate boxes):

- ☐ the sale and installation of an emergency detection and reporting system (the "System");
- ☒ the lease and installation of the System; and /or
- ☒ monitoring services for the System or an existing system.

Phone: _____

The cost and description of the System/Services are as follows:

[illegible]

SPECIAL CONDITIONS: BILL QUARTERLY
BILL TO: JENNIFER CONVERTIBLES, INC.
417 CROSSWAYS PARK DR, WOODBURY, NY 11797

**PLEASE READ THE TERMS AND CONDITIONS
ON THE FRONT AND BACK OF THIS AGREEMENT BEFORE SIGNING.**

A. Terms Applying to Installation of Equipment

1. Purchaser authorizes and empowers Seller to install or cause to be installed the protective equipment, set forth on the Schedule of Protection. Purchaser agrees that the work of installation shall be performed on weekdays only unless the Purchaser directs otherwise, in which case, the Purchaser shall be responsible for the cost of any work performed on weekends. Seller shall be forced to subcontract any portion of the installation due to any trade union jurisdiction dispute, the additional cost caused by such subcontracting shall be paid by Purchaser. Seller shall be responsible for the cost of any materials and labor required through the meter, at his expense. Purchaser shall, at his own expense, make any necessary repairs or changes to Purchaser's premises, as requested by Seller, for the construction or installation of the System must be called to the attention of Seller in writing, within thirty (30) days after completion of the installation. Otherwise, the installation shall be deemed complete and Seller shall have no liability for damage to or destruction of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power line failure, insurance, or equipment failure. Seller shall telephone Seller to Purchaser to report any interruption of service due to any such cause may continue.
2. There shall be a one time installation fee to install the necessary telephone company interconnect jack. If for any reason Seller is unable to install this equipment, such will be installed by the appropriate telephone company and billed directly to Purchaser.
3. Purchaser has the affirmative duty to Inform Seller, prior to beginning of the installation of the Equipment, of every location at the premises where Seller should not because of the presence of obstacles, obstructions, or other conditions that may prevent the entry of drill holes. Unless so notified, Seller will determine where to drill holes and place equipment. Seller will take reasonable precautions to avoid concealed pipes, wires, conduits, cables, or other obstructions not identified by Purchaser prior to commencement of any work by Seller and any resulting damage to or destruction of any equipment, pipes, wires, conduits, cables, or other obstructions identified by asbestos, or other health hazardous material is encountered during the installation of the Equipment. Seller will cease work until Purchaser has at Purchaser's expense, caused the removal of the hazardous material. Seller shall employ a qualified contractor that continuation of work will not pose any danger to Seller's personnel. In no case shall Seller be liable for a) the discovery or exposure of hidden asbestos or other hazardous material or b) the handling or disposing of asbestos or any other hazardous

B. Terms Applying to Sale

1. The System shall remain the personal property of Seller until fully paid for in cash by Seller and Purchaser agrees to perform all acts which may be necessary to assure the retention of title to the System by Seller. Should Purchaser default in any payment for the System or any part, then Purchaser authorizes an empowerment to remove the System from the premises and the System and any part thereof by Seller, shall not be deemed a waiver of Seller's right to damages that Seller sustains as a result of Purchaser's default, and Seller shall have the right to no warranty to restore the Premises to its original condition, or redecorate same in the event of the System or any part is removed as a result of Purchaser's default in payment. Risk of loss of the System and any part thereof, shall pass to Purchaser upon delivery of the System of such System or any part.
2. Under the Mechanic's Lien Law, any person who helps to improve your property and is not paid has the right to assert a claim against your property. Under law, you may protect yourself against such claims either by filing with the court a statement of payment or a payment bond, depending upon the law of the state where the property is located.
3. Purchaser agrees to keep the System fully insured, and the listed beneficiaries will be both Seller and Purchaser, with any loss payments being made pro rata to each party according to their respective interests as shall exist at the time of loss. Purchaser shall release and defend the damages of the Seller and shall release and defend the Seller from all the contractual obligations of the Purchaser as set forth in this Agreement.

C. Terms Applying to Lease

1. Purchaser is the owner, occupant, or lessee of the Premises noted in this Agreement. Purchaser shall provide Seller with proof of status.
2. Purchaser hereby leases the Equipment from Seller for a period of _____ months; this period commencing with the completion of installation of the equipment.
3. Purchaser agrees to pay any "Labor" or "Installation" charges listed in this Agreement and to pay the total monthly charge as noted above.
4. It is agreed by the parties that this Contract will automatically renew itself for a period equal to the term of this Contract and will thus be renewing itself for the same period of time, unless prior to the expiration of this Contract, Purchaser or Seller gives written notice of expiration. This notice must be given at least thirty (30) days before the expiration date. Time is of the essence with regard to furnishing such notice.
5. Purchaser authorizes and empowers Seller to maintain and service the aforesaid system against all fire, theft, burglary, explosions, tests and repairs as required. In the case of fire alarm protection, Purchaser will notify Seller in writing of any change in its fire rating bureau or agency. Repairs necessitated by fire, theft, burglary and explosion are the responsibility of Seller. If it is reasonably possible after receipt of notice by Seller from Purchaser, All necessary inspections and tests which may be required on the part of Seller shall be performed. Seller acknowledges that Seller's obligation hereunder refers solely to the maintenance of the specified alarm system and that Seller is in no way obligated to insure the operations of the alarm system or the property or service Purchaser's property or the property of others to whom Seller's system is connected.
6. Purchaser acknowledges and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed heretofore, including, but not limited to transmitters, detection devices, bell boxes and control units, are owned by the sole proprietor of the business operating under this Agreement or upon any default as herein set forth, Seller is authorized to enter upon the premises of Purchaser and to remove all of the Seller owned equipment. Seller is responsible for removal of Seller owned equipment and the removal of such equipment. Removal of Seller owned equipment shall be without prejudice to the collection of any and all sums due under the entire contract, extensions thereof, and interest thereon. Purchaser shall, in such event, return the removed equipment to Seller in good condition, reasonable wear and tear excepted. Upon completion of the removal of the installation, title to all of the nonreproducible Seller owned materials, including but not limited to, wiring, cables, tapes, and test screens shall remain with Seller. The cost of the system shall be paid by Seller. Seller and the labor for the installation of the system shall vest in the Purchaser. Notwithstanding the foregoing, during the term of this Agreement, Purchaser shall not permit the system to be damaged, tampered with, altered, modified, changed, or otherwise interfered with. Any damage, tampering, unauthorized taking from the premises, tampered with or repaired by anyone who is not an authorized agent of Seller, or any other act which causes the system or any equipment numbered, enumerated, taken from the premises, tampered with or repaired by anyone who is not an authorized agent of Seller, shall constitute a breach of this Agreement. Purchaser agrees to pay Seller the reasonable value for the replacement or repair of the Seller owned equipment or the installation on the premises if the premises are damaged or destroyed and the Seller owned equipment does not cause a fixture to Purchaser's premises as to that equipment.

ACKNOWLEDGMENT OF PURCHASER

BY SIGNING THIS AGREEMENT PURCHASER ACKNOWLEDGES THAT THE SYSTEM IS ONLY A
 DETERRENT AND IS NOT TO BE CONSIDERED AS A SUBSTITUTE FOR INSURANCE AGAINST
 LOSSES CAUSED BY FIRE, THEFT, BURGLARY OR OTHER CAUSES. PURCHASER FURTHER
 ACKNOWLEDGES THAT SELLER IS NOT AN INSURER; THAT PURCHASER ASSUMES ALL RISK
 FOR LOSS OR DAMAGE TO PURCHASER'S PREMISES OR TO ITS CONTENTS;

THAT SELLER HAS MADE NO REPRESENTATION OR WARRANTIES NOR HAS PURCHASER RELIED ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, EXCEPT AS SET FORTH IN PURCHASER'S ACKNOWLEDGMENT THAT HE HAS READ AND UNDERSTANDS THE PARAGRAPHS OF THIS AGREEMENT, ESPECIALLY THOSE PARAGRAPHS WHICH SET FORTH SELLER'S OBLIGATION AND MAXIMUM LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO PURCHASER.

GUARDIAN PROTECTION SERVICES, INC.

PURCHASER

By: [Signature]
AUTHORIZED SIGNATURE

D. Terms Applying to Monitoring Service

1. **Obligation.** The Purchaser and Seller agree that Seller's only obligation under the Monitoring Service portion of this Agreement shall be to monitor signals received and to respond thereto. Seller, upon the receipt of a signal from the Purchaser's Premises, shall make every reasonable effort to transmit notification of the alarm promptly to the police, fire or other authorities and/or the person or persons whose names and telephone numbers are set forth in the "Responsible Party Data", unless there is just cause to assume that an emergency condition does not exist.
2. **Termination.** In the event that the Purchaser fails or refuses to make payment for services furnished or to be furnished, Seller will give the Purchaser at least thirty (30) days notice of termination of such services and, upon giving such notice, this agreement and all of Seller's responsibilities hereunder shall come to an end as if the date fixed in such notice was the term fixed in the Agreement between Seller and the Purchaser. Purchaser shall be liable to Seller for the amounts due for the original or extended term as set forth under "Default By Purchaser" herein. Also this Agreement may be suspended, at Seller's option, should the Purchaser's security equipment become so substantially damaged that further service is impracticable.
3. **Renewal.** The term of the Monitoring Services Agreement shall be ~~three (3)~~ ^{three (3)} years from the date service is to be provided under this Agreement or the date this Agreement is signed by Purchaser, whichever is later. Purchaser agrees to pay the "Total Monthly Charges" listed on the reverse. This Agreement shall automatically, without action by either party, extend and renew itself under the same terms and conditions for successive periods of ~~three (3)~~ ^{three (3)} years each after the initial period unless either party gives to the other at least thirty (30) days written notice prior to the expiration date of its intention to terminate this agreement upon its original or any renewed expiration date. Time is of the essence with regard to such termination notice. This Agreement is subject to increases in the amount of the monitoring fees. In the event an increase in monitoring fees will occur, Seller will notify the Purchaser, in writing, no later than forty-five (45) days before the increase is to take effect. The Purchaser will have twenty (20) days from the date notice is received to withdraw from this Monitoring Services Agreement, provided that Seller may rescind the increase within such forty-five (45) day period and resume the previously charged monitoring fees thereby binding the Purchaser to the full term of this Agreement.
4. **Return of Equipment.** The Purchaser acknowledges that the digital control device and any wireless communication equipment used in conjunction with central station monitoring is the property of Seller, and in the event that this Agreement should be terminated or cancelled, or monitoring services ended, Seller has the right to remove said devices during regular business hours upon notice to the Purchaser.
5. **Interruption and Communications.** Seller shall not be obligated to perform any monitoring service hereunder during any time when the Purchaser's telephone system shall not be working since signals to Seller are received solely by means of telephonic communication. Seller assumes no liability for interruption of service due to strikes, wars, riots, floods, fires, winds, snow, natural causes or any other causes beyond the control of Seller including interruption in the electrical utility service. Seller will not be required to supply service to the Purchaser while interruption of service due to any such cause shall prevail or continue. Where radio is used as a means of alarm transmission, Seller shall likewise not be obligated to perform monitoring services when radio reception is hindered by man-made static, by static of natural causes or by natural phenomena, such as sunspot activity or solar winds.
6. **Police and Fire Department Connected Alarms.** Purchaser acknowledges that if the signals transmitted from Purchaser's premises will be monitored in municipal police and/or fire departments or other locations, that the personnel of such municipal police and/or fire department or other location are not agents of Seller, nor does Seller assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.
7. **Suspension of Cancellation of this System.** This Agreement may be suspended or cancelled, without notice at the option of Seller, if Seller's or Purchaser's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event that Seller is unable to render service as a result of any action by any governmental authority.

GENERAL TERMS AND CONDITIONS

1. Limited Warranties for Seller-Installed Systems

- (a) **Limited Installation Warranty.** Seller warrants that installation will be completed in accordance with the standard installation procedures of Seller. The Installation Warranty shall commence upon completion of installation and shall expire ~~thirty (30) days~~ ^{one (1) year} thereafter unless otherwise agreed in writing between Seller and Purchaser.
 - (i) **Remedy.** Seller agrees to correct any defect in workmanship or materials which arises from improper installation if such defect occurs within the installation warranty period and during normal or proper use of the System.
- (b) **Limited Equipment Warranty.** Seller warrants that the equipment listed on the front of this Agreement (the "Equipment") will be new when installed, will conform to the Equipment ordered by the Purchaser, and will be free from defects. The Equipment Warranty shall commence upon the completion of installation and shall expire ~~thirty (30) days~~ ^{one (1) year} thereafter unless otherwise agreed in writing between Seller and Purchaser.
 - (i) **Remedy.** (A) Seller agrees to replace, at its expense, any Equipment that does not conform to the Equipment ordered by the Purchaser. (B) Seller agrees to furnish a replacement part for any portion of the System that proves to be defective in workmanship or materials under normal use within the limited equipment warranty period. Seller may use reconditioned parts in fulfillment of this obligation. Replacement parts are warranted only for the unexpired term of the original warranty. (C) Seller agrees to remove, send to the manufacturer, and reinstall, at Seller's expense, any Equipment not manufactured by Seller that is warranted and that proves to be defective in workmanship or material under normal use.
- (c) **Exclusions.** The Limited Warranties do not apply to Systems that have been damaged by acts not within the Seller's control included but not limited to accident, power surges or brownouts, defective or discharged batteries, abuse, lack of proper maintenance, alterations not authorized by Seller, misapplication, force of the elements or acts of God. Service calls which do not involve defective workmanship or materials are not covered under the Limited Warranties. Further, Seller assumes no liability for damages attributable to interruption of service, delay in installation, or delay in repair or service to the System caused by acts beyond its reasonable control, including but not limited to, strikes, riots, force of the elements, acts of God, interruption in utility service, or delay in response time by Municipal Services.
- (d) The foregoing Limited Warranties are the sole warranties made by Seller, are made only in the event that Seller has installed its system or to the extent that Seller has replaced parts of a non-Seller system, and are in lieu of all other warranties whether express or implied. SELLER EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER IMPLIED WARRANTIES, ARISING THROUGH TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE.
- (e) The foregoing remedies are the SOLE and EXCLUSIVE remedies on which Purchaser may rely and are not cumulative with any other remedies otherwise provided by law.
- (f) **Procedure.** The Purchaser is obligated to deliver to Seller, at the office indicated on the front of this Agreement, written notice of any claimed defect under either warranty, and such notice must be postmarked within the warranty period. Access to the System for repairs is the responsibility of the Purchaser. Seller will endeavor to perform repairs/ service within 48 hours after notification by Purchaser. Seller will perform repairs during regular working hours unless otherwise requested by Purchaser. Repairs made outside regular working hours are subject to a service labor premium.
- (g) Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the Purchaser. This limited warranty gives the Purchaser specific legal rights. The Purchaser may also have other legal rights that vary from state to state.

2. Damages

(a) LIMITATION OF LIABILITY:

SELLER DISCLAIMS ALL LIABILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER GROUNDED IN CONTRACT, TORT, WARRANTY, OR ANY OTHER THEORY. Such damages include, but are not limited to loss of profits, loss or theft of savings or other property, loss of the use of the System or the Premises, cost of substitutes, damage to property, fines or charges levied by Municipal Services, or the claims of third parties.

(b) SELLER IS NOT AN INSURER:

- (i) It is understood and agreed that Seller is not an insurer; that Insurance, if any, shall be obtained by Purchaser; that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the Purchaser's property or premises;
- (ii) Purchaser acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, or the failure of the System to properly operate with resulting loss to Purchaser because of, among other things: (A) The uncertain amount or value of Purchaser's property or others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert; (B) The uncertainty of the response time of any police, fire or other municipal service ("Municipal Service"); (C) The inability to ascertain what portion, if any, of any loss would be proximately caused by Seller's failure to perform or by failure of its equipment to operate; or (D) The nature of the service to be performed by Seller.
- (iii) Purchaser understands and agrees that if Seller should be found liable for loss or damage due from a failure of Seller to perform any of the obligations herein, including but not limited to installation, maintenance, monitoring or service or the failure of the System or equipment in any respect whatsoever, Seller's liability shall be limited to One Thousand Dollars (\$1,000.00) and this liability shall be EXCLUSIVE; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly from performance or nonperformance of the obligations imposed by this contract or from negligence, active or otherwise, of Seller, its agents, assigns or employees.
- (iv) In the event that the Purchaser wishes Seller to assume greater liability, Purchaser may, as a matter of right, obtain from Seller a higher limit by paying an additional amount determined by Seller in view of the increase in damages, but such additional obligation shall in no way be interpreted to hold the Seller as an insurer.

3. **Testing and Use.** It is the duty of the Purchaser to test the System periodically but not less than monthly. It is the duty of the Purchaser to carefully and properly arm the System, and Purchaser shall immediately report in writing any claimed inadequacies in or failure of the security equipment.
4. **Commercial Use Only.** Purchaser warrants that the System and services provided by Seller will not be used for personal family or household use. This Agreement is deemed to be

5. **Authorized Personnel.** Purchaser agrees to furnish forthwith a written list of the names, titles, residence addresses, residence phone numbers and signatures of all persons authorized to arrange an unscheduled event and/or authorized to enter or remain on the premises of Purchaser during the regularly scheduled closed period, and/or be notified in the event of an alarm, and to furnish Seller with a written daily and holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to Seller in writing.
6. **Change to the System; Cost of Repairs; Additional Protection; Risk of Loss.** The cost of any additions, changes and variances in the System, as herein contracted for or as originally installed, made at the request of or made necessary or required by Purchaser's action, or which may be demanded by any governmental agency or insurance interests or inspection and rating bureaus, are to be borne by Purchaser. PURCHASER ACKNOWLEDGES THAT PURCHASER HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM SELLER OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO PURCHASER. All risk of loss or damage to the System shall be borne exclusively by Purchaser whose obligations hereunder shall not be diminished by any such loss or damage.
7. **Late Fees and Interest; Reconnect Charges.** If the Purchaser is late with any payment, the Seller, if allowed by law, can charge the Purchaser a late fee of \$3 on any payment to offset administrative charges related to the collection of the late payment. In the event any payment due hereunder is late, Seller may also impose and collect a delinquency charge of 1.25 % per month (15% per annum), or the highest amount allowed under law, whichever is less, of the amount of the delinquency. If the alarm system is deactivated because of Purchaser's past due balance, and if Purchaser desires to have the system reactivated, Purchaser agrees to pay in advance to Seller a reconnect charge to be fixed by Seller in a reasonable amount. Time is of the essence with respect to any payments required under this Agreement.
8. **Change in Ownership of Purchaser's Premises.** Purchaser acknowledges that the sale or transfer of Purchaser's Premises shall not relieve Purchaser of his duties and obligations under this Agreement. Purchaser may not assign or permit anyone to take subject to this Agreement without the written consent of the Seller.
9. **Assignees/Subcontractors of Seller.** Seller shall have the right to assign this Agreement to any other person, firm or corporation without notice to Purchaser and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Purchaser acknowledges that this Agreement, and particularly those paragraphs relating to Seller's disclaimer of warranties, maximum liability, liquidated damages, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors of Seller, and that they bind Purchaser with respect to said assignees and/or subcontractors with the same force and effect that they bind Purchaser to Seller.
10. **Default by Purchaser.** If the Purchaser (i) fails to make any payment as agreed herein, (ii) ceases doing business as a going concern, (iii) becomes insolvent, (iv) makes an assignment for the benefit of creditors, (v) files a petition or is the subject of a petition filed against Purchaser under the Bankruptcy Act or any amendment thereof, including a petition for reorganization, arrangement or extension, (vi) any representation, warranty or financial information made or submitted by Purchaser shall be untrue or unperfected in any material respect, or (vii) defaults hereunder in any other respect, Seller must give Purchaser thirty (30) days written notice of such default, and if such default is not cured within such thirty (30) day period, the entire amount due under this Agreement for the balance of the Agreement period shall become immediately due and payable. In the event of such default the Purchaser hereby consents to the Seller's sole and exclusive right to remove the alarm system and any other premises where the property of said Seller may be located for the purpose of removing the equipment belonging to the Seller; upon the expiration of this Agreement or any renewal term thereof, or upon the happening of any other contingency set forth herein, the Seller may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to person or property arising out of such entry or taking of possession. Removal of the equipment by Seller shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall the Seller be liable for any normal damage caused to the premises by installation or removal of its equipment.
11. **Prior Agreements.** Purchaser warrants and represents that Purchaser is not under any enforceable agreement with any other party concerning alarm systems of any kind and description installed at the premises, and furthermore Purchaser agrees to indemnify and save harmless Seller against all claims, demands, suits, expenses and damages by judgment or otherwise which may be now or hereafter incurred as a result of or arising out of any agreement that Purchaser may have entered into with any party concerning any such alarm systems of every kind and description. Purchaser will pay all said sums, including reasonable attorney's fees, for the defense of any such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnity provision.
12. **Purchaser's Purchase Order.** Purchaser acknowledges that if there is any conflict between this Agreement and Purchaser's purchase order or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.
13. **Indemnification.** Purchaser agrees to and shall indemnify and save harmless Seller, its employees and agents for and against all third party claims, lawsuits and losses arising out of or in connection with the operation or non-operation of the system or monitoring facilities whether these claims be based upon alleged intentional conduct, or active or passive negligence on the part of Seller, its agents, assigns or employees. This agreement by Purchaser to indemnify Seller against third party claims as herein above set forth shall not apply to losses, expenses and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damages, expenses and liability occur while an employee of Seller is on Purchaser's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.
14. **Costs of Collection.** Costs of collection of accounts overdue including reasonable attorney's fees and interest shall be borne by the Purchaser.
15. **Assignment by Purchaser.** This Agreement is not assignable by Purchaser without the written consent of Seller. Any attempt by Purchaser to assign this Agreement without written consent of Seller shall be invalid.
16. **Modification of Terms.** No understanding, promise, representation, waiver, alteration, or modification purporting to change this Agreement shall be binding unless evidenced in writing, signed by the party to be bound, and, in the case of Seller, approved by an officer of Seller.
17. **Entire Agreement.** This instrument contains the entire agreement between the parties with respect to the transactions described herein and supercedes all previous negotiations, commitments and writings. If any of the terms or provisions of this Agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect. This Agreement becomes binding upon Seller when signed by a Management employee of Seller or upon commencement of installation.
18. **Applicable Law.** This agreement shall be deemed to have been made in Pittsburgh, Pennsylvania. Any claim arising out of this Agreement shall be filed in the Court of Common Pleas of Allegheny County. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law principles.

GUARDIAN

protection services

One of the Armstrong Group of Companies
650 Ridge Road • Pittsburgh, PA 15205 • 412-788-2580

COMMERCIAL AGREEMENT

THIS AGREEMENT is made this 31st day of MAY, 19 99 by and between Guardian Protection Services, Inc. ("Seller") and JENNIFER CONVERTIBLES / IRV ("Purchaser") for services to be performed at 3600 BROADVIEW VILLAGE SQUARE, BROADVIEW, IL 60153 ("the Premises").

The Services (as described below) shall include (check appropriate boxes):

- ☐ the sale and installation of an emergency detection and reporting system (the "System");
- ☒ the lease and installation of the System; and /or
- ☒ monitoring services for the System or an existing system.

Phone: _____

The cost and description of the System/Services are as follows:

DESCRIPTION	COST
1 - CONTROL PANEL FA147	Installation: <u>NO CHARGE</u>
1 - KEYPAD KP245	Less Deposit: <u>N/A</u>
1 - PORTABLE PANIC	Balance Due*: <u>N/A</u>
1 - FIXED PANIC	(*Subject to Applicable Tax)
1 - TIE IN EXISTING PARTS	Payable as follows: _____
LOT - NON-UNION PARTS, LABOR, WIRE, & MISC.	
CUSTOMER RESPONSIBLE FOR AC POWER OUTLET, TELE.	
SERVICE & PERMIT FEES	

Monthly Leasing Fee	\$
Monthly Monitoring Fee	\$
Monthly Open/Close Reports	\$
TOTAL MONTHLY CHARGES*	\$ 38.00
(*Subject to Applicable Tax.)	

SPECIAL CONDITIONS: BILL QUARTERLY
BILL TO: JENNIFER CONVERTIBLES, INC.
417 CROSSWAYS PARK DR, WOODBURY, NY 11797

PLEASE READ THE TERMS AND CONDITIONS ON THE FRONT AND BACK OF THIS AGREEMENT BEFORE SIGNING.

A. Terms Applying to Installation of Equipment

- Purchaser authorizes and empowers Seller to install or cause to be installed the protective system set forth on the Schedule of Protection. Purchaser agrees that the work of installation shall be performed on weekdays only unless the Purchaser directs otherwise, in which case, the Purchaser hereby agrees to pay Seller any resulting increased cost for installation. Should Seller be forced to subcontract any portion of the installation due to any trade union jurisdiction dispute, the additional cost caused by such subcontracting shall be paid by Purchaser. Purchaser authorizes use of electrical outlets required and necessary current by Seller, at his own expense, make any necessary repairs or changes to Purchaser's premises, as requested by Seller, to facilitate the installation and operation of the System. Any error or omission in the construction or installation of the System must be called to the attention of Seller, in writing, within thirty (30) days after completion of the installation. Otherwise, the installation shall be deemed totally satisfactory to and accepted by Purchaser. Seller assumes no liability for delay in installation of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service to Purchaser while interruption of service due to any such cause may continue.
- There may be a one time installation fee to install the necessary telephone company interface jack. If for any reason Seller is unable to install this equipment, such will be installed by the appropriate telephone company and billed directly to Purchaser.
- Purchaser has the affirmative duty to inform Seller, prior to beginning of the installation of the Equipment, of every location at the premises where Seller should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes, unless so notified. Seller will determine where to drill holes and place equipment. Seller will take reasonable precautions to avoid concealed obstructions, but has no means of detecting or mining with certainty if they exist. Any cost incurred to repair any concealed pipes, wires or any resulting damaged walls, ceiling floors or furnishings shall be the Purchaser's sole expense and responsibility. If asbestos or other health hazardous material is encountered during the installation of the Equipment, Seller will cease work until Purchaser has at Purchaser's sole expense obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to Seller's personnel. In no case shall Seller be liable for a) the discovery or exposure of hidden asbestos or other hazardous material or b) the handling or disposing of asbestos or any other hazardous material.

B. Terms Applying to Sale

- The System shall remain the personal property of Seller until fully paid for in cash by Purchaser, and Purchaser agrees to perform all acts which may be necessary to assure the retention of title to the System by Seller. Should Purchaser default in any payment for the system or any part, then Purchaser authorizes and empowers Seller to remove the System or any part from the Premises. Such removal, if made by Seller, shall not be deemed a waiver of Seller's right to damages that Seller sustains as a result of Purchaser's default, and Seller shall have the right to enforce any other legal remedy or right. Furthermore, Seller shall be in no way obligated to restore the Premises to its original condition, or redress the same in the event of the System or any part is removed as a result of Purchaser's default in payment. Risk of loss of the System, or any part of the same, shall pass to Purchaser upon delivery to the Premises of such System or any part.
- Under the Mechanic's Lien Law, any person who helps to improve your property and is not paid has the right to assert a claim against your property. Under law, you may protect paid has the right to assert a claim against your property. Under law, you may protect yourself against such claims either by filing with the court a "No Lien Agreement" or a payment bond, depending upon the law of the state where your property is located.
- Purchaser agrees to keep the System fully insured while title is retained by Seller. This insurance will be for loss by fire, theft, or any cause, and the listed beneficiaries will be both Seller and Purchaser, with any loss payments being made pro rata to each party according to their respective interests as shall exist at the time of loss. Purchaser acknowledges that the loss, damage, or destruction of the System will not release or end the contractual obligations of the Purchaser as set forth in this Agreement.

ACKNOWLEDGMENT OF PURCHASER

BY SIGNING THIS AGREEMENT PURCHASER ACKNOWLEDGES THAT THE SYSTEM IS ONLY A DETERRENT AND IS NOT TO BE CONSIDERED AS A SUBSTITUTE FOR INSURANCE AGAINST LOSSES CAUSED BY FIRE, THEFT, BURGLARY OR OTHER CAUSES. PURCHASER FURTHER ACKNOWLEDGES THAT SELLER IS NOT AN INSURER, THAT PURCHASER ASSUMES ALL RISK FOR LOSS OR DAMAGE TO PURCHASER'S PREMISES OR TO ITS CONTENTS.

THAT SELLER HAS MADE NO REPRESENTATION OR WARRANTIES NOR HAS PURCHASER RELIED ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, EXCEPT AS SET FORTH HEREIN, AND PURCHASER ACKNOWLEDGES THAT HE HAS READ AND UNDERSTANDS THE PARAGRAPHS OF THIS AGREEMENT, ESPECIALLY THOSE PARAGRAPHS WHICH SET FORTH SELLER'S OBLIGATION AND MAXIMUM LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO PURCHASER.

GUARDIAN PROTECTION SERVICES, INC.

By: _____

PURCHASER

By: _____

AUTHORIZED SIGNATURE

D. Terms Applying to Monitoring Service

- 1. Obligation.** The Purchaser and Seller agree that Seller's only obligation under the Monitoring Service portion of this Agreement shall be to monitor signals received and to respond thereto. Seller, upon the receipt of a signal from the Purchaser's Premises, shall make every reasonable effort to transmit notification of the alarm promptly to the police, fire or other authorities and/or the persons or persons whose names and telephone numbers are set forth in the "Responsible Party Data", unless there is just cause to assume that an emergency condition does not exist.
- 2. Termination.** In the event that the Purchaser fails or refuses to make payment for services furnished or to be furnished, Seller will give the Purchaser at least thirty (30) days notice of termination of such services and, upon giving such notice, this agreement and all of Seller's responsibilities hereunder shall come to an end as if the date fixed in such notice was the term fixed in the Agreement between Seller and the Purchaser. Purchaser shall be liable to Seller for the amounts due for the original or extended term as set forth under "Default By Purchaser" herein. Also this Agreement may be suspended, at Seller's option, should the Purchaser's security equipment become so substantially damaged that further service is impracticable.
- 3. Renewal.** The term of the Monitoring Services Agreement shall be three (3) years from the date service is to be provided under this Agreement or the date this Agreement is signed by Purchaser, which ever is later. Purchaser agrees to pay the "Total Monthly Charges" listed on the reverse. This Agreement shall automatically, without action by either party, extend and renew itself under the same terms and conditions for successive periods of one (1) year years each after the initial period unless either party gives to the other at least thirty (30) days written notice prior to the expiration date of its intention to terminate this agreement upon its original or any renewed expiration date. Time is of the essence with regard to such termination notice. This Agreement is subject to increases in the amount of the monitoring fees. In the event an increase in monitoring fees will occur, Seller will notify the Purchaser, in writing, no later than forty-five (45) days before the increase is to take effect. The Purchaser will have twenty (20) days from the date notice is received to withdraw from this Monitoring Services Agreement, provided that Seller may rescind the increase within such forty-five (45) day period and resume the previously charged monitoring fees thereby binding the Purchaser to the full term of this Agreement.

GENERAL TERMS AND CONDITIONS

1. Limited Warranties for Seller-Installed Systems

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- (b) Limited Equipment Warranty.** Seller warrants that the equipment listed on the front of this Agreement (the "Equipment") will be new when installed, will conform to the equipment ordered by the Purchaser, and will be free from defects. The Equipment Warranty shall commence upon the completion of installation and shall expire one (1) year thereafter unless otherwise agreed in writing between Seller and Purchaser.
- (c) Exclusions.** The Limited Warranties do not apply to Systems that have been damaged by acts not within the Seller's control, including but not limited to accident, power surges or brownouts, defective or discharged batteries, abuse, lack of proper maintenance, alterations not authorized by Seller, misapplication, force of the elements or acts of God. Service calls which do not involve defective workmanship or materials are not covered under the Limited Warranties. Further, Seller assumes no liability for damages attributable to interruption of service, delay in installation, or delay in repair or service to the System caused by acts beyond the reasonable control, including but not limited to, strikes, riots, force of the elements, acts of God, interruption in utility service, or delay in response time by Municipal Services.
- (d) The foregoing Limited Warranties are the sole warranties made by Seller, are made only in the event that Seller has installed its system or to the extent that Seller has replaced parts of a non-Seller system, and are in lieu of all other warranties whether express or implied. SELLER EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER IMPLIED WARRANTIES, ARISING THROUGH TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE.**
- (e) The foregoing remedies are the SOLE and EXCLUSIVE remedies on which Purchaser may rely and are not cumulative with any other remedies otherwise provided by law.**
- (f) Procedure.** The Purchaser is obligated to deliver to Seller, at the office indicated on the front of this Agreement, written notice of any claimed defect under either warranty, and such notice must be postmarked within the warranty period. Access to the System for repairs is the responsibility of the Purchaser. Seller will endeavor to perform repairs/ service within 48 hours after notification by Purchaser. Seller will perform repairs during regular working hours unless otherwise requested by Purchaser. Repairs made outside regular working hours are subject to a service labor premium.
- (g) Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the Purchaser. This limited warranty gives the Purchaser specific legal rights. The Purchaser may also have other legal rights that vary from state to state.**

2. Damages

(a) LIMITATION OF LIABILITY:

SELLER DISCLAIMS ALL LIABILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER GROUNDED IN CONTRACT, TORT, WARRANTY, OR ANY OTHER THEORY. Such damages include, but are not limited to loss of profits, loss or theft of savings or other property, loss of use of the System or the Premises, cost of substitutes, damage to property, fines or charges levied by Municipal Services, or the claims of third parties.

(b) SELLER IS NOT AN INSURER:

- (i)** It is understood and agreed that Seller is not an insurer, that insurance, if any, shall be obtained by Purchaser; that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the Purchaser's property or premises;
- (ii)** Purchaser acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, or the failure of the System to properly operate with resulting loss to Purchaser because of, among other things: (A) The uncertain amount or value of Purchaser's property or others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert; (B) The uncertainty of the response time of any police, fire or other municipal service ("Municipal Service"); (C) The inability to ascertain what portion, if any, of any loss would be proximately caused by Seller's failure to perform or by failure of its equipment to operate; or (D) The nature of the service to be performed by Seller.
- (iii)** Purchaser understands and agrees that if Seller should be found liable for loss or damage due from a failure of Seller to perform any of the obligations herein, including but not limited to installation, maintenance, monitoring or service or the failure of the System or equipment in any respect whatsoever, Seller's liability shall be limited to One Thousand Dollars (\$1,000.00) and this liability shall be EXCLUSIVE; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly from performance or nonperformance of the obligations imposed by this contract or from negligence, active or otherwise, of Seller, its agents, assigns or employees.
- (iv)** In the event that the Purchaser wishes Seller to assume greater liability, Purchaser may, as a matter of right, obtain from Seller a higher limit by paying an additional amount determined by Seller in view of the increase in damages, but such additional obligation shall in no way be interpreted to hold the Seller as an insurer.

- 3. Testing and Use.** It is the duty of the Purchaser to test the System periodically but not less than monthly. It is the duty of the Purchaser to carefully and properly arm the System, and Purchaser shall immediately report in writing any claimed inadequacies in or failure of the security equipment.
- 4. Commercial Use Only.** Purchaser warrants that the System and services provided by Seller will not be used for personal family or household use. This Agreement is deemed to be between commercial parties.

- 4. Return of Equipment.** The Purchaser acknowledges that the digital control device and any wireless communication equipment used in conjunction with central station monitoring is the property of Seller, and in the event that this Agreement should be terminated or cancelled, or monitoring services ended, Seller has the right to remove said devices during regular business hours upon notice to the Purchaser.
- 5. Interruption and Communications.** Seller shall not be obligated to perform any monitoring service hereunder during any time when the Purchaser's telephone system shall not be working since signals to Seller are received solely by means of telephonic communication. Seller assumes no liability for interruption of service due to strike, war, riots, floods, fire, winds, snow, natural causes or any other causes beyond the control of Seller including interruption in the electrical utility service. Seller will not be required to supply service to the Purchaser while interruption of service due to any such cause shall prevail or continue. Where radio is used as a means of alarm transmission, Seller shall likewise not be obligated to perform monitoring services when radio reception is hindered by man-made static, by static of natural causes or by natural phenomena, such as sunspot activity or solar winds.
- 6. Police and Fire Department Connected Alarms.** Purchaser acknowledges that if the signals transmitted from Purchaser's premises will be monitored in municipal police and/or fire departments or other locations, that the personnel of such municipal police and/or fire department or other location are not agents of Seller, nor does Seller assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.
- 7. Suspension of Cancellation of this System.** This Agreement may be suspended or cancelled, without notice at the option of Seller, if Seller's or Purchaser's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impracticable to continue service, or in the event that Seller is unable to render service as a result of any action by any governmental authority.

- 5. Authorized Personnel.** Purchaser agrees to furnish forthwith a written list of the names, titles, residence addresses, residence phone numbers and signatures of all persons authorized to arrange an unscheduled event and/or authorized to enter or remain on the premises of Purchaser during the regularly scheduled closed period, and/or be notified in the event of an alarm, and to furnish Seller with a written daily and holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to Seller in writing.
- 6. Change to the System; Cost of Repairs; Additional Protection; Risk of Loss.** The cost of any additions, changes and variances in the System, as herein contracted for or as originally installed, made at the request of or made necessary or required by Purchaser's action, or which may be demanded by any governmental agency or insurance interests or inspection and rating bureaus, are to be borne by Purchaser. PURCHASER ACKNOWLEDGES THAT PURCHASER HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM SELLER OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO PURCHASER. All risk of loss or damage to the System shall be borne exclusively by Purchaser whose obligations hereunder shall not be diminished by any such loss or damage.
- 7. Late Fees and Interest; Reconnect Charges.** If the Purchaser is late with any payment, the Seller, if allowed by law, can charge the Purchaser a late fee of \$3 on any payment to offset administrative charges related to the collection of the late payment. In the event any payment due hereunder is late, Seller may also impose and collect a delinquency charge of 1.25 % per month (15% per annum), or the highest amount allowed under law, whichever is less, of the amount of the delinquency. If the alarm system is deactivated because of Purchaser's past due balance, and if Purchaser desires to have the system reactivated, Purchaser agrees to pay in advance to Seller a reconnect charge to be fixed by Seller in a reasonable amount. Time is of the essence with respect to any payments required under this agreement.
- 8. Change in Ownership of Purchaser's Premises.** Purchaser acknowledges that the sale or transfer of Purchaser's Premises shall not relieve Purchaser of his duties and obligations under this Agreement. Purchaser may not assign or permit anyone to take subject to this Agreement without the written consent of the Seller.
- 9. Assignees/Subcontractors of Seller.** Seller shall have the right to assign this Agreement to any other person, firm or corporation without notice to Purchaser and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Purchaser acknowledges that this Agreement, and particularly those paragraphs relating to Seller's disclaimer of warranties, maximum liability, liquidated damages, and third party indemnification, inure to the benefit of and are applicable to any assignee and/or subcontractors of Seller, and that they bind Purchaser with respect to said assignee and/or subcontractors with the same force and effect that they bind Purchaser to Seller.
- 10. Default by Purchaser.** If the Purchaser (i) fails to make any payment as agreed herein, (ii) ceases doing business as a going concern, (iii) becomes insolvent, (iv) makes an assignment for the benefit of creditors, (v) is the subject of a petition filed against the Purchaser under the Bankruptcy Act or any amendment thereof, including a petition for reorganization, arrangement or extension, (vi) if any representation, warranty or financial information made or submitted by Purchaser shall be untrue or unperformed in any material respect, or (vii) defaults hereunder in any other respect, Seller must give Purchaser thirty (30) days written notice of such default, and if such default is not cured within such thirty (30) day period, the entire amount due under this Agreement for the balance of the Agreement period shall become immediately due and payable. In the event of such default the Purchaser hereby consents to the Seller immediately entering the aforesaid premises or any other premises where the property of said Seller may be located for the purpose of removing the equipment belonging to the Seller; upon the expiration of this Agreement or any renewal term thereof, or upon the happening of any other contingency set forth herein, the Seller may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to person or property arising out of such entry or taking of possession. Removal of the equipment by Seller shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall the Seller be liable for any normal damage caused to the premises by installation or removal of its equipment.
- 11. Prior Agreements.** Purchaser warrants and represents that Purchaser is not under any enforceable agreement with any other party concerning alarm systems of any kind and description installed at the premises, and furthermore Purchaser agrees to indemnify and save harmless Seller against all claims, demands, suits, expenses and damages by judgement or otherwise which may be now or hereafter incurred as a result of or arising out of any agreement that Purchaser may have entered into with any party concerning any such alarm systems of every kind and description. Purchaser will pay all said sums, including reasonable attorney's fees, for the defense of any such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnity provision.
- 12. Purchaser's Purchase Order.** Purchaser acknowledges that if there is any conflict between this Agreement and Purchaser's purchase order or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.
- 13. Indemnification.** Purchaser agrees to and shall indemnify and save harmless Seller, its employees and agents for and against all third party claims, lawsuits and losses arising out of or in connection with the operation or non-operation of the system or monitoring facilities whether these claims be based upon alleged intentional conduct, or active or passive negligence on the part of Seller, its agents, servants or employees. This agreement by Purchaser to indemnify Seller against third party claims as herein above set forth shall not apply to losses, expenses and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damages, expenses and liability occur while an employee of Seller is on Purchaser's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.
- 14. Costs of Collection.** Costs of collection of accounts overdue including reasonable attorney's fees and interest shall be borne by the Purchaser.
- 15. Assignment by Purchaser.** This Agreement is not assignable by Purchaser without the written consent of Seller. Any attempt by Purchaser to assign this Agreement without written consent of Seller shall be invalid.
- 16. Modification of Terms.** No understanding, promise, representation, waiver, alteration, or modification purporting to change this Agreement shall be binding unless evidenced in writing, signed by the party to be bound, and, in the case of Seller, approved by an officer of Seller.
- 17. Entire Agreement.** This instrument contains the entire agreement between the parties with respect to the transactions described herein and supercedes all previous negotiations, communications and writings. If any of the terms or provisions of this Agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect. This Agreement becomes binding upon Seller when signed by a Management employee of Seller or upon commencement of installation.
- 18. Applicable Law.** This agreement shall be deemed to have been made in Pittsburgh, Pennsylvania, and any claim arising out of this Agreement shall be filed in the Court of Common Pleas of Allegheny County. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law principles.



650 Ridge Road • Pittsburgh, PA 15205 • 412-788-2680

THIS AGREEMENT is made this 23rd day of June, 19 99 by and between Guardian Protection Services, Inc. ("Seller") and JENNIFER CONVERTIBLES/VLP ("Purchaser") for services to be performed at 81-50 Leesburg Pike, Vienna, VA 22180 ("the Premises").

☐ the sale and installation of an emergency detection and reporting system (the "System");

☒ the lease and installation of the System; and /or

☒ monitoring services for the System or an existing system.

The cost and description of the System/Services are as follows:

DESCRIPTION		COST
1 - CONTROL PANEL	FA147	Installation: NO CHARGE
1 - KEYPAD	FA245RF	Less Deposit: N/A
1 - TIE IN EXISTING PARTS		Balance Due*: N/A
1 - PORTABLE PANIC		(*Subject to Applicable Tax)
1 - FIXED PANIC		Payable as follows:
LOT - NON-UNION PARTS, LABOR, WIRE & MISC.		
CUSTOMER RESPONSIBLE FOR AC POWER OUTLET, TELE.		
SERVICE & PERMIT FEES		

Monthly Leasing Fee	\$ _____
Monthly Monitoring Fee	\$ _____
Monthly Open/Close Reports	\$ _____
TOTAL MONTHLY CHARGES*	\$ 38.00
(*Subject to Applicable Tax.)	

417 CROSSWAYS PARK DR, WOODBURY, NY 11797

**PLEASE READ THE TERMS AND CONDITIONS
ON THE FRONT AND BACK OF THIS AGREEMENT BEFORE SIGNING.**

[illegible]

1. The System shall remain the personal property of Seller until fully paid for in cash by Purchaser, and Purchaser agrees to perform all acts which may be necessary to assure the retention of title to the System by Seller. Should Seller, or any of its assigns, or any part of the Premises, such removal, if made by Seller, shall not be deemed a waiver of Seller's right to damages that Seller sustains as a result of the default of, or any part from Seller, shall not be deemed a release of Seller from its liability. Furthermore, Seller shall be in no way obligated to restore the Premises to its original condition, or reimburse same in the event of the System or any part is removed as a result of the default of, or any part from Seller, and Seller shall pass to Purchaser upon delivery to the Premises of such System or any part.
2. Under the Mechanic's Lien Law, any person who helps to improve your property and is not paid has the right to assert a claim against your property. Under law, you may protect yourself against such claims either by filing with the county clerk a "Statement of Lien" or a payment bond, depending upon the law of the state where your property is located.
3. Purchaser agrees to keep the System fully insured while title is retained by Seller. This insurance shall be held in the name of Seller, or any cause, and the listed beneficiaries will be both Seller and Purchaser, with any loss payments being made pro rate to each party according to their respective interests as shall exist at the time of loss. Purchaser acknowledges that the insurance payments shall be made to Seller, and Seller shall release all the contractual obligations of the Purchaser as set forth in this Agreement.

1. Purchaser is the owner, occupant, or lessee of the Premises noted in this Agreement. Purchaser shall provide Seller with proof of status.
2. Purchaser hereby leases the Equipment from Seller for a period of _____ months; this period commencing with the completion of installation of the Equipment.
3. Purchaser agrees to pay any "Labor" ("Installation" charges listed in this Agreement and to pay the "Total Monthly Charges" noted above.
4. It is agreed by the parties that this Contract will automatically renew itself for a period equal to the original term of this Agreement and will keep renewing itself for the same periods of time, unless prior to the expiration of this Contract, Purchaser or Seller gives written notice of expiration. This notice must be given at least thirty (30) days before the expiration date, at a time of the essence with no further notice.
5. Purchaser authorizes and empowers Seller to maintain and service the aforesaid system and its related components, inspections, tests and repairs as required, in the case of fire alarm protection, Purchaser will notify Seller in writing of any change in the fire rating bureau or agency. Repairs necessitated by the normal operation of the Agreement or upon any damage as herein set forth, Seller is authorized to enter upon the premises of Purchaser and to remove all of the Seller owned equipment. Seller shall be responsible for reinstallation of the equipment. Purchaser shall be responsible for high equipment. Removal of Seller owned equipment shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof. The condition, reasonable wear and tear excepted. Upon completion of the removal of the installation, title to all of the nonremovable equipment, material and labor for the installation of the system shall vest in the Purchaser. Notwithstanding the foregoing, during the term of this Agreement, Purchaser will not damage, alter, tamper with, remove, or otherwise use the equipment in any way. If the equipment is damaged, encumbered, taken from the premises, tampered with or repaired by anyone who is not an authorized agent of Seller, in the event of loss or damage, Seller agrees to pay Seller the reasonable value for the replacement or repair of the Seller owned equipment or the installation on the Purchaser's premises. Purchaser agrees to indemnify and hold Seller harmless for any damage to the Seller's equipment on the Purchaser's premises as to that equipment.

BY SIGNING THIS AGREEMENT PURCHASER ACKNOWLEDGES THAT THE SYSTEM IS ONLY A DETERRENT AND IS NOT TO BE CONSIDERED AS A SUBSTITUTE FOR INSURANCE AGAINST LOSSES CAUSED BY FIRE, THEFT, BURGLARY OR OTHER CAUSES. PURCHASER FURTHER ACKNOWLEDGES THAT SELLER IS NOT AN INSURER; THAT PURCHASER ASSUMES ALL RISK FOR LOSS OR DAMAGE TO PURCHASER'S PREMISES OR TO ITS CONTENTS;

THAT SELLER HAS MADE NO REPRESENTATION OR WARRANTIES NOR HAS PURCHASER
 RELIED ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR
 ORAL, EXCEPT AS HEREIN; AND PURCHASER ACKNOWLEDGES THAT HE HAS
 READ AND UNDERSTANDS THE PARAGRAPHS OF THIS AGREEMENT, ESPECIALLY THOSE
 PARAGRAPHS WHICH SET FORTH SELLER'S OBLIGATION AND MAXIMUM LIABILITY IN THE
 EVENT OF ANY LOSS OR DAMAGE TO PURCHASER.

PURCHASER

By: _____

By: _____
AUTHORIZED SIGNATURE



650 Ridge Road • Pittsburgh, PA 15205 • 412-788-2580

THIS AGREEMENT is made this 30th day of JUNE, 19 99 by and between Guardian Protection Services, Inc. ("Seller") and JENNIFER CONVERTIBLES, WH ("Purchaser") for services to be performed at 610 W. 181st Street, Washington Heights, NY 10033 ("the Premises").

By: [Signature]
AUTHORIZED SIGNATURE

job # 29981019
cust # 439401
E. FFEC

GUARDIAN

protection services
One of the Armstrong Group of Companies
650 Ridge Road • Pittsburgh, PA 15205 • 412-788-2680

COMMERCIAL AGREEMENT

THIS AGREEMENT is made this 20th day of JULY, 19 99 by and between Guardian Protection Services, Inc. ("Seller") and JENNIFER CONVERTIBLES/PH ("Purchaser") for services to be performed at 1609 BETHLEHEM PIKE #A-1, HATFIELD, PA 19440-1328 ("the Premises").

The Services (as described below) shall include (check appropriate boxes):

- ☐ the sale and installation of an emergency detection and reporting system (the "System");
☒ the lease and installation of the System; and /or
☒ monitoring services for the System or an existing system.

Phone: _____

The cost and description of the System/Services are as follows:

DESCRIPTION	COST
One (1) Control Panel FA162	Installation: \$800.00
One (1) Keypad FA245RF	Less Depo\$it: -0-
One (1) Portable Panic 5802MN	Balance Due*: \$800.00
One (1) Fixed Panic HUB-2	(*Subject to Applicable Tax)
One (1) Motion Detector DS835	Payable as follows: upon completion
Four (4) Door Contacts 9800	
One (1) Indoor Siren 747	
ADDITIONAL EQUIPMENT: (@\$125.00 ea.)	
Two (2) Motion Detectors DS835 \$300.00	
Four (4) Glass Break(s) DS1108 \$500.00	

Monthly Leasing Fee	\$
Monthly Monitoring Fee	\$
Monthly Open/Close Reports	\$
TOTAL MONTHLY CHARGES*	\$ 38.00
(*Subject to Applicable Tax.)	

SPECIAL CONDITIONS: BILL QUARTERLY
BILL TO: JENNIFER CONVERTIBLES, INC.
417 CROSSWAYS PARK DR, WOODBURY, NY 11797

PLEASE READ THE TERMS AND CONDITIONS ON THE FRONT AND BACK OF THIS AGREEMENT BEFORE SIGNING.

A. Terms Applying to Installation of Equipment

- Purchaser authorizes and empowers Seller to install or cause to be installed the protective system set forth on the Schedule of Protection. Purchaser agrees that the work of installation shall be performed on weekdays only unless the Purchaser directs otherwise. In which case, the Purchaser hereby agrees to pay Seller any resulting increased cost for installation. Should Seller be forced to subcontract any portion of the installation due to any trade union jurisdiction dispute, the additional cost caused by such subcontracting shall be paid by Purchaser. Purchaser authorizes use of electrical outlets required and necessary current through his meter, at his expense. Purchaser shall, at his own expense, make any notes, repairs or changes to Purchaser's premises, as requested by Seller, to facilitate the installation and operation of the System. Any error or omission in the construction or installation of the System must be called to the attention of Seller, in writing, within thirty (30) days after completion of the installation. Otherwise, the installation shall be deemed totally satisfactory to and accepted by Purchaser. Seller assumes no liability for delay in installation of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, interruption, or unavailability of telephone service to Purchaser while interruption of service due to any such cause may continue.
- There may be a one time installation fee to install the necessary telephone company interface jack. If for any reason Seller is unable to install this equipment, such will be installed by the appropriate telephone company and billed directly to Purchaser.
- Purchaser has the affirmative duty to inform Seller, prior to beginning of the installation of the equipment, of every location at the premises where Seller should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, Seller will determine where to drill holes and place equipment. Seller will take reasonable precautions to avoid concealed obstructions, but has no means of determining with certainty if they exist. Any cost incurred to repair any concealed pipes, wires or other obstructions not identified by Purchaser prior to commencement of any work by Seller and any resulting damaged walls, ceiling/floors or furnishings shall be the Purchaser's sole expense and responsibility. If asbestos or other health hazardous material is encountered during the installation of the equipment, Seller will cease work until Purchaser has at Purchaser's sole expense obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not create danger to Seller's personnel. In no case shall Seller be liable for a) the discovery or exposure of hidden asbestos or other hazardous material or b) the handling or disposing of asbestos or any other hazardous material.

B. Terms Applying to Sale

- The System shall remain the personal property of Seller until fully paid for in cash by Purchaser, and Purchaser agrees to perform all acts which may be necessary to assure the retention of title to the System by Seller. Should Purchaser default in any payment for the system or any part, then Purchaser authorizes and empowers Seller to remove the System or any part from the Premises. Such removal, if made by Seller, shall not be deemed a waiver of Seller's right to damages that Seller sustains as a result of Purchaser's default, and Seller shall have the right to enforce any other legal remedy or right. Furthermore, Seller shall be in no way obligated to restore the Premises to its original condition, or reduplicate same in the event of the System or any part is removed as a result of Purchaser's default in payment. Risk of loss of the System, or any part of the same, shall pass to Purchaser upon delivery to the Premises of such System or any part.
- Under the Mechanic's Lien Law, any person who helps to improve your property and is not paid has the right to assert a claim against your property. Under law you may protect yourself against such claims either by filing with the court a "No Lien Agreement" or a payment bond, depending upon the law of the state where your property is located.
- Purchaser agrees to keep the System fully insured while title is retained by Seller. This insurance will be for loss by fire, theft, or any cause, and the listed beneficiaries will be both Seller and Purchaser, with any loss payment being made pro rata to each party according to their respective interests as shall exist at the time of loss. Purchaser acknowledges that the loss, damage, or destruction of the System will not release or end the contractual obligations of the Purchaser as set forth in this Agreement.

C. Terms Applying to Lease

- Purchaser is the owner, occupant, or lessee of the Premises noted in this Agreement. Purchaser shall provide Seller with proof of status.
- Purchaser hereby leases the Equipment from Seller for a period of _____ months; this period commencing with the completion of installation of the Equipment.
- Purchaser agrees to pay any "Labor" or "Installation" charges listed in this Agreement and to pay the "Total Monthly Charges" noted above.
- It is agreed by the parties that this Contract will automatically renew itself for a period equal to the initial term of this Agreement and will keep renewing itself for the same period of time, unless prior to the expiration of this Contract, Purchaser or Seller gives written notice of expiration. This notice must be given at least thirty (30) days before the expiration date. Time is of the essence with regard to such termination notice.
- Purchaser authorizes and empowers Seller to maintain and service the aforesaid system and to make any necessary inspections, tests and repairs as required. In the case of fire alarm protection, Seller will notify Seller in writing of any change in its fire rating bureau or agency. Repairs necessitated by ordinary wear and tear shall be at Seller's expense and shall be performed as soon as reasonably possible after receipt of notice by Seller from Purchaser. All necessary inspections and tests which may be required on the part of Seller shall be performed between the hours of 9:00 a.m. and 5:00 p.m. on a regular business day. Purchaser acknowledges that Seller's obligation hereunder refers solely to the maintenance of the specified alarm system and that Seller is in no way obligated to insure the operation of the System or to maintain or service Purchaser's property or the property of others to which Seller's system is connected.
- Purchaser acknowledges and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed hereof, including, but not limited to transmitters, detection devices, bell boxes and controls shall at all times remain the sole property of Seller. Upon the expiration of this Agreement or upon any default as herein set forth, Seller is authorized to enter upon the premises of Purchaser and to remove all of the Seller owned equipment. Seller shall not be responsible for redecorating the premises of Purchaser after the removal of such equipment. Removal of Seller owned equipment shall be without prejudice to the collection of any and all sums due under the said contract or extensions or renewals thereof. Purchaser shall, in such event, return the said Seller owned equipment to Seller in good condition, reasonable wear and tear excepted. Upon completion of the removal of the installation, title to all of the nonrecoverable equipment, material, supplies, including but not limited to wire, cable, toll conduit, sirens and the labor for the installation of the system shall vest in the Purchaser. Notwithstanding the foregoing, during the term of this Agreement, Purchaser will not damage, encumber, tamper with or dispose of any portion of this system or permit the system to be damaged, encumbered, taken from the premises, tampered with or repaired by anyone who is not an authorized agent of Seller, in the event of loss or damage to any portion of this system, whether owned by Seller or Purchaser, Purchaser agrees to pay Seller the reasonable value for the replacement or repair of the Seller owned equipment or the installation on the Purchaser's premises. Purchaser agrees that the installation of the Seller owned equipment does not create a fixture to Purchaser's premises as to that equipment.

ACKNOWLEDGMENT OF PURCHASER

BY SIGNING THIS AGREEMENT PURCHASER ACKNOWLEDGES THAT THE SYSTEM IS ONLY A "REPRESENTATION" AND IS NOT TO BE CONSIDERED AS A SUBSTITUTE FOR INSURANCE AGAINST LOSSES CAUSED BY FIRE, THEFT, BURGLARY OR OTHER CAUSES. PURCHASER FURTHER ACKNOWLEDGES THAT SELLER IS NOT AN INSURER; THAT PURCHASER ASSUMES ALL RISK OF LOSS OR DAMAGE TO PURCHASER'S PREMISES OR TO ITS CONTENTS;

THAT SELLER HAS MADE NO REPRESENTATION OR WARRANTIES NOR HAS PURCHASER RELIED ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, EXCEPT AS SET FORTH HEREIN; AND PURCHASER ACKNOWLEDGES THAT HE HAS READ AND UNDERSTANDS THE PARAGRAPHS OF THIS AGREEMENT, ESPECIALLY THOSE PARAGRAPHS WHICH SET FORTH SELLER'S OBLIGATION AND MAXIMUM LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO PURCHASER.

Job# 2998 1020

Cust # 439401

E.F.F.E.B

GUARDIAN

protection services
One of the Armstrong Group of Companies
850 Ridge Road • Pittsburgh, PA 15205 • 412-788-2580

COMMERCIAL AGREEMENT

THIS AGREEMENT is made this 20th day of JULY, 19 99 by and between Guardian Protection Services, Inc. ("Seller") and JENNIFER CONVERTIBLES/JAA JAMACIA ("Purchaser") for services to be performed at 166-02 JAMACIA AVENUE, OZENS, NY 11432 (Queens Co) ("the Premises").

The Services (as described below) shall include (check appropriate boxes):

- ☐ the sale and installation of an emergency detection and reporting system (the "System");
☒ the lease and installation of the System; and /or
☒ monitoring services for the System or an existing system.

Phone: _____

The cost and description of the System/Services are as follows:

DESCRIPTION	COST	COST
One (1) Control Panel FA162	inc.	Installation: \$525.00
One (1) Keypad FA245RFPK	inc.	Less Deposit: -0-
One (1) Portable Panic 5802MN	inc.	Balance Due*: \$525.00
One (1) Fixed Panic HUB-2	inc.	(*Subject to Applicable Tax)
One (1) Motion Detector 998	inc.	Payable as follows: <u>upon completion</u>
Three (3) Door Contacts 9800	inc.	
One (1) Indoor siren 747	inc.	
ADDITIONAL EQUIPMENT		
One (1) Motion Detector 998	\$125.00	
One (1) WRLS Glassbreak 5849	\$150.00	
One (1) WRLS Motion 5890	\$150.00	
Two (2) WRLS Door Trans. 5816	\$100.00	
Monthly Leasing Fee	\$	
Monthly Monitoring Fee	\$	
Monthly Open/Close Reports	\$	
TOTAL MONTHLY CHARGES*	\$ 38.00	
(*Subject to Applicable Tax.)		

SPECIAL CONDITIONS: BILL QUARTERLY
BILL TO: JENNIFER CONVERTIBLES, INC.
417 CROSSWAYS PARK DR. WOODBURY, NY 11797

PLEASE READ THE TERMS AND CONDITIONS ON THE FRONT AND BACK OF THIS AGREEMENT BEFORE SIGNING.

A. Terms Applying to Installation of Equipment

- Purchaser authorizes and empowers Seller to install or cause to be installed the protective system set forth on the Schedule of Protection. Purchaser agrees that the work of installation shall be performed on weekdays only unless the Purchaser directs otherwise, in which case, the Purchaser hereby agrees to pay Seller any resulting increased cost for installation. Should Seller be forced to subcontract any portion of the installation due to any trade union jurisdiction dispute, the additional cost caused by such subcontracting shall be paid by Purchaser. Purchaser authorizes use of electrical outlets required and necessary current through his meter, at his expense. Purchaser shall, at his own expense, make any necessary repairs or changes to Purchaser's premises, as requested by Seller, to facilitate the installation and operation of the System. Any error or omission in the construction or installation of the System must be called to the attention of Seller, in writing, within thirty (30) days after completion of the installation. Otherwise, the installation shall be deemed totally satisfactory to and accepted by Purchaser. Seller assumes no liability for delay in installation of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurance, interruption or unavailability of telephone service to Purchaser while interruption of service due to any such cause may continue.
- There may be a one time installation fee to install the necessary telephone company interface jack. If for any reason Seller is unable to install this equipment, such will be installed by the appropriate telephone company and billed directly to Purchaser.
- Purchaser has the affirmative duty to inform Seller, prior to beginning of the installation of the Equipment, of every location at the premises where Seller should not (because of concealed obstructions or hazards such as pipes, wires, or asbestos) enter or drill holes. Unless so notified, Seller will determine where to drill holes and place equipment. Seller will take reasonable precautions to avoid concealed obstructions, but has no means of determining with certainty if they exist. Any cost incurred by Seller in removing pipes, wires or other obstructions not identified by Purchaser prior to commencement of any work by Seller and any resulting damaged walls, ceiling floors or furnishings shall be the Purchaser's sole expense and responsibility. If asbestos or other hazardous material is encountered during the installation of the Equipment, Seller will stop work until Purchaser has the Purchaser's sole expense obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to Seller's personnel. In no case shall Seller be liable for a) the discovery or exposure of hidden asbestos or other hazardous material or b) the handling or disposing of asbestos or any other hazardous material.

B. Terms Applying to Sale

- The System shall remain the personal property of Seller until fully paid for in cash by Purchaser, and Purchaser agrees to perform all acts which may be necessary to assure the retention of title to the System by Seller. Should Purchaser default in any payment for the system or any part, then Purchaser authorizes and empowers Seller to remove the system or any part from the Premises. Such removal, however, by Seller, shall not be deemed a waiver of Seller's right to damages that Seller sustains as a result of Purchaser's default, and Seller shall have the right to enforce any other remedy or right. Furthermore, Seller shall be in no way obligated to restore the Premises to its original condition, or redecorate same in the event of the System or any part being removed as a result of Purchaser's default in payment. Risk of loss of the System, or any part thereof, shall pass to Purchaser upon delivery to the Premises of such System or any part thereof.
- Under the Mechanic's Lien Law, any person who improves your property and is not paid has the right to assert a claim against the property. A "No Lien Agreement" or a payment bond, depending upon the law of the state where your property is located.
- Purchaser agrees to keep the System fully insured. Title is retained by Seller. This insurance will be for loss by fire, theft, or any cause. The insured beneficiaries will be both Seller and Purchaser, with any loss payments to be split 50/50 to each party according to their respective interests as shall exist at the time of loss. Purchaser acknowledges that the loss, damage, or destruction of the System will not release or end the contractual obligations of the Purchaser as set forth in this Agreement.

C. Terms Applying to Lease

- Purchaser is the owner, occupant, or lessee of the Premises noted in this Agreement. Purchaser shall provide Seller with proof of status.
- Purchaser hereby leases the Equipment from Seller for a period of _____ months: this period commencing with the completion of installation of the Equipment.
- Purchaser agrees to pay any "Labor" or "Installation" charges listed in this Agreement and to pay the "Total Monthly Charges" noted above.
- It is agreed by the parties that this Contract will automatically renew itself for a period equal to the initial term of this Agreement and will keep renewing itself for the same periods of time, unless prior to the expiration of this Contract, Purchaser or Seller gives written notice of expiration. This notice must be given at least thirty (30) days before the expiration date. Time is of the essence with regard to such termination notice.
- Purchaser authorizes and empowers Seller to maintain and service the aforesaid system and to make any necessary inspections, tests and repairs as required. In the case of fire alarm protection, Purchaser will notify Seller in writing of any change in its fire rating bureau or agency. Repairs necessitated by ordinary wear and tear shall be at Seller's expense and shall be performed as soon as reasonably possible after receipt of notice by Seller from Purchaser. All necessary inspections and tests which may be required on the part of Seller, Purchaser acknowledges that Seller's obligation hereunder refers solely to the maintenance of the specified alarm system and that Seller is in no way obligated to insure the operation of the system or to maintain or service Purchaser's property or the property of others to which Seller's system is connected.
- Purchaser acknowledges and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed hereon, including but not limited to transmitters, detection devices, bell boxes and controls shall at all times remain the sole property of Seller. Upon the expiration of this Agreement or upon any default as herein set forth, Seller is authorized to enter upon the premises of Purchaser and to remove all of the Seller owned equipment. Seller shall be responsible for redecorating the premises of Purchaser after the removal of such equipment. Removal of Seller owned equipment shall be without prejudice to the collection of any and all sums due under the entire contract or extension or renewals thereof. Purchaser shall, in such event, return the Seller owned equipment to Seller in good condition, reasonable wear and tear excepted. Upon completion of the removal of the installation, title to all of the nonrecoverable equipment, material, supplies, including but not limited to wire, cable, toll circuit, screens and the labor for the installation of the system shall vest in the Purchaser. Notwithstanding the foregoing, during the term of this Agreement, Purchaser shall not damage, encumber, or remove any portion of this system or permit the system to be damaged, encumbered, taken from the premises, tampered with or repaired by anyone who is not an authorized agent of Seller. In the event of loss or damage to any portion of the system, whether owned by Seller or Purchaser, Purchaser agrees to pay Seller the reasonable value for the replacement or repair of the Seller owned equipment or the installation on the Premises of the system. Purchaser agrees that the installation of the Seller owned equipment does not create a fixture to Purchaser's premises as to that equipment.

ACKNOWLEDGMENT OF PURCHASER

Y SIGNING THIS AGREEMENT PURCHASER ACKNOWLEDGES THAT THE SYSTEM IS ONLY A TERTIARY AND IS NOT TO BE CONSIDERED AS A SUBSTITUTE FOR INSURANCE AGAINST LOSSES CAUSED BY FIRE, THEFT, BURGLARY OR OTHER CAUSES. PURCHASER FURTHER KNOWLEDGES THAT SELLER IS NOT AN INSURER AND PURCHASER ASSUMES ALL RISK OF LOSS OR DAMAGE TO PURCHASER'S PREMISES.

THAT SELLER HAS MADE NO REPRESENTATION OR WARRANTIES NOR HAS PURCHASER RELIED ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, EXCEPT AS SET FORTH HEREIN; AND PURCHASER ACKNOWLEDGES THAT HE HAS READ AND UNDERSTANDS THE PARAGRAPHS OF THIS AGREEMENT, ESPECIALLY THOSE PARAGRAPHS WHICH SET FORTH SELLER'S OBLIGATION AND MAXIMUM LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO PURCHASER.

GUARDIAN PROTECTION SERVICES,

PURCHASER

By: _____ AUTHORIZED SIGNATURE

GUARDIAN

protection services

One of the Armstrong Group of Companies

650 Ridge Road • Pittsburgh, PA 15205 • 412-788-2580

COMMERCIAL AGREEMENT

THIS AGREEMENT is made this 20th day of JULY, 19 99 by and between Guardian Protection Services, Inc. ("Seller") and JENNIFER CONVERTIBLES/JAA JAMACIA ("Purchaser") for services to be performed at 166-02 JAMACIA AVENUE, OUBENS, NY 11432 (Queens Co) ("the Premises").

The Services (as described below) shall include (check appropriate boxes):

- ☐ the sale and installation of an emergency detection and reporting system (the "System");
- ☒ the lease and installation of the System; and /or
- ☒ monitoring services for the System or an existing system.

Phone: _____

The cost and description of the System/Services are as follows:

DESCRIPTION	COST	COST
One (1) Control Panel	FA162	inc.
One (1) Keypad	FA245RFPK	inc.
One (1) Portable Panic	5802MN	inc.
One (1) Fixed Panic	HUB-2	inc.
One (1) Motion Detector	998	inc.
Three (3) Door Contacts	9800	inc.
One (1) Indoor siren	747	inc.
INSTALLATION: <u>\$525.00</u>		
Less Deposit: <u>-0-</u>		
Balance Due*: <u>\$525.00</u>		
(*Subject to Applicable Tax)		
Payable as follows: <u>upon completion</u>		
ADDITIONAL EQUIPMENT		
One (1) Motion Detector	998	\$125.00
One (1) WRLS Glassbreak	5849	\$150.00
One (1) WRLS Motion	5890	\$150.00
Two (2) WRLS Door Trans.	5816	\$100.00
Monthly Leasing Fee		\$
Monthly Monitoring Fee		\$
Monthly Open/Close Reports		\$
TOTAL MONTHLY CHARGES*		\$ 38.00
(*Subject to Applicable Tax.)		

SPECIAL CONDITIONS: BILL QUARTERLY
BILL TO: JENNIFER CONVERTIBLES, INC.
417 CROSSWAYS PARK DR. WOODBURY, NY 11797

PLEASE READ THE TERMS AND CONDITIONS ON THE FRONT AND BACK OF THIS AGREEMENT BEFORE SIGNING.

A. Terms Applying to Installation of Equipment

- Purchaser authorizes and empowers Seller to install the system not later than the date of this Agreement. Seller shall be responsible for the cost of installation, including increased cost for installation of the system due to any trade union jurisdiction dispute, the additional cost caused by Purchaser's failure to provide access to the Premises, or any repairs or changes to Purchaser's premises, a sale of the System must be called to the attention of the Purchaser prior to the installation. Otherwise, the sale of the System shall be deemed to be a sale of the equipment, or for interruption of service, earthquakes, fires, power failures, insurance, installation or unavailability of telephone service to Purchaser while interruption of service due to the installation of the System.
- There may be a one time installation fee to install the system. If for any reason Seller is unable to install the system, Seller shall be responsible for the cost of the installation of the system.
- Purchaser has the affirmative duty to inform Seller of the location of every location at the Premises where the system is to be installed. Seller shall be responsible for the cost of installation of the system, including increased cost for installation of the system due to any trade union jurisdiction dispute, the additional cost caused by Purchaser's failure to provide access to the Premises, or any repairs or changes to Purchaser's premises, a sale of the System must be called to the attention of the Purchaser prior to the installation. Otherwise, the sale of the System shall be deemed to be a sale of the equipment, or for interruption of service, earthquakes, fires, power failures, insurance, installation or unavailability of telephone service to Purchaser while interruption of service due to the installation of the System.

B. Terms Applying to Sale

- The System shall remain the personal property of Seller, and Seller shall retain the right to remove the System from the Premises at any time. Seller shall be responsible for the cost of installation of the system, including increased cost for installation of the system due to any trade union jurisdiction dispute, the additional cost caused by Purchaser's failure to provide access to the Premises, or any repairs or changes to Purchaser's premises, a sale of the System must be called to the attention of the Purchaser prior to the installation. Otherwise, the sale of the System shall be deemed to be a sale of the equipment, or for interruption of service, earthquakes, fires, power failures, insurance, installation or unavailability of telephone service to Purchaser while interruption of service due to the installation of the System.
- Under the Mechanic's Lien Law, any person who has the right to assert a claim against your property, whether or not you are the owner, may protect yourself against such claims either by filing with the court a claim of lien or by obtaining a payment bond, depending upon the law of the state in which your property is located.
- Purchaser agrees to keep the System fully insured against loss or damage by fire, theft, or any other cause. Seller and Purchaser, with any loss payments due to their respective interests as shall exist in the event of the loss, damage, or destruction of the System, shall be jointly and severally liable for the loss, damage, or destruction of the System.

C. Terms Applying to Lease

- Purchaser is the owner, occupant, or lessee of the Premises noted in this Agreement. Purchaser shall provide Seller with proof of status.
- Purchaser hereby leases the Equipment from Seller for a period of _____ months, this period commencing with the completion of installation of the Equipment.
- Purchaser agrees to pay any "Labor" or "Installation" charges listed in this Agreement and to pay the "Monthly Charges" noted above.
- It is agreed by the parties that this Contract will automatically renew itself for a period equal to the initial term of this Agreement and will keep renewing itself for the same periods of time, unless prior to the expiration of this Contract, Purchaser or Seller gives written notice of expiration. This notice must be given at least thirty (30) days before the expiration date. Time is of the essence with regard to such termination notice.
- Purchaser authorizes and empowers Seller to maintain and service the aforesaid system and to make any necessary inspections, tests and repairs as required. In the case of fire alarm protection, Purchaser will notify Seller in writing of any change in its fire rating bureau or agency. Repairs necessitated by ordinary wear and tear shall be at Seller's expense and shall be performed as soon as reasonably possible after receipt of notice by Seller from Purchaser. All necessary inspections and tests which may be required on the part of Seller shall be performed between the hours of 9:00 a.m. and 5:00 p.m. on a regular business day. Purchaser acknowledges that Seller's obligation hereunder refers solely to the maintenance of the specified alarm system and that Seller is in no way obligated to insure the operation of the system or to maintain or service Purchaser's property or the property of others to which Seller's system is connected.
- Purchaser acknowledges and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed hereat, including, but not limited to transmitters, detection devices, bell boxes and controls shall at all times remain the sole property of Seller. Upon the expiration of this Agreement or upon any default as herein set forth, Seller is authorized to enter upon the premises of Purchaser and to remove all of the Seller owned equipment. Seller shall not be responsible for redecorating the premises of Purchaser after the removal of such equipment. Removal of Seller owned equipment shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof. Purchaser shall, in such event, return the equipment to Seller in good condition, reasonable wear and tear excepted. Upon completion of the removal of the installation, due to all of the nonrecoverable equipment, material, supplies, including but not limited to wire, cable, foil conduit, screws, etc., the balance of the system shall vest in the Purchaser. Notwithstanding the foregoing, during the term of this Agreement, Purchaser will not damage, encumber, tamper with or dispose of any portion of this system or permit the system to be damaged, whether or not by the Purchaser. In the event of loss or damage to any portion of this system, whether or not by the Purchaser, the Purchaser agrees to pay Seller the reasonable value for the replacement or repair of the Seller owned equipment or the installation on the Purchaser's premises. Purchaser agrees that the installation of the Seller owned equipment does not create a fixture to Purchaser's premises as to that equipment.

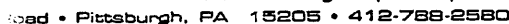
ACKNOWLEDGMENT OF PURCHASER

BY SIGNING THIS AGREEMENT PURCHASER ACKNOWLEDGES THAT THE SYSTEM IS ONLY A LEASE AND IS NOT TO BE CONSIDERED AS AN INVESTMENT. PURCHASER ASSUMES ALL RISK OF LOSS OR DAMAGE TO PURCHASER'S PREMISES. THAT THE SYSTEM IS ONLY A LEASE AND IS NOT TO BE CONSIDERED AS AN INVESTMENT. PURCHASER ASSUMES ALL RISK OF LOSS OR DAMAGE TO PURCHASER'S PREMISES. THAT SELLER HAS MADE NO REPRESENTATION OR WARRANTIES NOR HAS PURCHASER RELIED ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, EXCEPT AS SET FORTH HEREIN; AND PURCHASER ACKNOWLEDGES THAT HE HAS READ AND UNDERSTANDS THE PARAGRAPHS OF THIS AGREEMENT, ESPECIALLY THOSE PARAGRAPHS WHICH SET FORTH SELLER'S OBLIGATION AND MAXIMUM LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO PURCHASER.

GUARDIAN PROTECTION SERVICES, INC.

PURCHASER

By: _____
 AUTHORIZED SIGNATURE



By: [Signature]
AUTHORIZED SIGNATURE

United States Bankruptcy Court
Southern District of New York

Notice of Bankruptcy Case Filing

A bankruptcy case concerning the debtor(s) listed below was filed under Chapter 11 of the United States Bankruptcy Code, entered on 07/18/2010 at 8:34 PM and filed on 07/18/2010.

Jennifer Convertibles, Inc.
417 Croosways Park Drive
Woodbury, NY 11797
Tax ID / EIN: 11-2824646

The case was filed by the debtor's attorney:

Michael S. Fox
Olshan Grundman Frome Rosenzweig
& Wolosky, LLP
Park Avenue Tower
65 E. 55th Street
New York, NY 10022
(212) 451-2300

The case was assigned case number 10-13779-alg to Judge Allan L. Gropper.

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

If you would like to view the bankruptcy petition and other documents filed by the debtor, they are available at our *Internet* home page <http://ecf.nysb.uscourts.gov> or at the Clerk's Office, One Bowling Green, New York, NY 10004-1408.

You may be a creditor of the debtor. If so, you will receive an additional notice from the court setting forth important deadlines.

Vito Genna
Clerk, U.S. Bankruptcy