B 10 (Official Form 10) (04/10)	
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 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	Check this box to indicate that this claim amends a previously filed
Name and address where notices should be sent: RECEIVED	claim.
Guardian Protection Services	Court Claim Number:
174 Thorn Hill Road Warrandale PA 15086 AUG 12 2010	(If known)
Wallefidale, I A 13000	
Telephone number: 724-741-3500 BMC GROUP	Filed on:
	Check this box if you are aware that
Name and address where payment should be sent (if different from above):	anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Telephone number:	or trustee in this case.
1. Amount of Claim as of Date Case Filed: \$1383.47	5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If
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.	any portion of your claim falls in one of the following categories, check the box and state the
If all or part of your claim is entitled to priority, complete item 5.	amount.
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.	Specify the priority of the claim.
2. Basis for Claim: Services Performed	Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).
(See instruction #2 on reverse side.) 3. Last four digits of any number by which creditor identifies debtor: 4.646	Wages, salaries, or commissions (up
	to \$11,725*) earned within 180 days before filing of the bankruptcy
3a. Debtor may have scheduled account as: (See instruction #3a on reverse side.)	petition or cessation of the debtor's
4 Secured Claim (See instruction #4 on reverse side.)	business, whichever is earlier – 11 U.S.C. §507 (a)(4).
Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.	Contributions to an employee benefit
Nature of property or right of setoff: Real Estate Motor Vehicle Other	plan – 11 U.S.C. §507 (a)(5).
Value of Property:\$ Annual Interest Rate%	purchase, lease, or rental of property or services for personal, family, or
Amount of arrearage and other charges as of time case filed included in secured claim,	household use – 11 U.S.C. §507 (a)(7).
if any: \$Basis for perfection:	Taxes or penalties owed to
Amount of Secured Claim: \$ Amount Unsecured: \$	governmental units – 11 U.S.C. §507 (a)(8).
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.	Other – Specify applicable paragraph
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.	of 11 U.S.C. §507 (a)(). Amount entitled to priority:
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	*Amounts are subject to adjustment on
SCANNING. Jennifer Convertibles	4/1/13 and every/3 years thereafter with respect to cases commenced on or after
If the documents are not available, please explain:	the date of adjustment.
Date: Aug 4, 2 Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the other person authorized to file this claim and state address and telephone number if different from address above. Attach copy of power of attorney, if any.	the house / I 'C/\s'
Gretchen Mooney, Collections Administrative Assistant	9 2010 V
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or bo	th. 18 U.S.C. §§ 152 and 3571 COURT

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#	Туре	Comment	Amount	Balance
8/3/201	0	CRADJ	Cancel S-181378	-76.00	-734.03
8/3/201		CRADJ	Cancel S-200107383	-76.00	-658.03
8/3/201		CRADJ	Cancel S-185309	-76.00	-582.03
8/3/201		CRADJ	Cancel S-181373	-76.00	-506.03
8/3/201		CRADJ	Cancel S-181369	-76.00	-430.03
8/3/201		CRADJ	Cancel S-182886	-76.00	-354.03
8/3/201		CRADJ	Cancel S-181362	-76.00	-278.03
8/2/201		CRADJ	9206 adjustment	55.22	-202.03
8/2/201		CRADJ	9206 adjustment	-500.00	-146.81
8/2/201		CRADJ	9206 adjustment	-500.00	353.19
8/2/201		CRADJ	9206 adjustment	-207.25	853.19
8/2/201		CRADJ	9206 adjustment		1,060.44
7/20/20			6/11/10 Billing for invoice# 33116, moved system	105.15	1,181.44
7/13/20			6/19/10 Billing for invoice# S1309, Replaced batte	207.25	1,076.29
7/1/20			Recurring Billing	1,055.22	869.04
6/22/20		CRADJ	Cancel s-181367	-38.00	-186.18
6/22/20		CRADJ	Cancel s-185821	-38.00	-148.18
6/4/20		CK# 73837	Check Rec'd	-1,283.78	-110.18
5/6/20		JOB	5/3 Connected system to 215-997-8847 phone lir	121.00	1,173.60
4/1/20		RECUR	Recurring Billing	1,283.78	1,052.60
3/8/20		CK# 72190	Check Rec'd	-1,150.12	-231.18
1/1/20	10 19208316	RECUR	Recurring Billing	1,150.12	918.94
12/17/20	09	CK# 1274	Check Rec'd	-973.20	-231.18
12/11/20		JOB	Relocation of existing system	568.20	742.02
11/12/20	09 18890393	JOBPRO	Relocation of existing system	405.00	173.82
11/2/20	09	CK# 69085	Check Rec'd	-1,036.12	-231.18
10/1/20	09 18595454	RECUR	Recurring Billing	1,036.12	804.94
8/24/20	09	CK# 67236	Check Rec'd	-37.01	-231.18
7/13/20	09	CK# 66074	Check Rec'd	-1,035.55	-194.17
7/7/20	09 18050069) JOB	7/6 SHIPPED BATTERY TO THE SITE. TRACKIN	37.01	841.38
7/1/20	09 17993892	RECUR	Recurring Billing	1,035.55	804.37
6/26/20	09 17976296	B DBADJ	9305	1.80	-231.18
6/10/20	09	CRADJ	9316 Adjustment / site# 186970	-41.18	-232.98
6/4/20	09	CK# 64940	Check Rec'd	-1,157.36	-191.80
6/3/20	09	CRADJ	9330 adjustment	-1.74	965.56
4/20/20	09	CK# 63992	Check Rec'd	-100.00	967.30
4/15/20		CRADJ	9316 Adjustment / site# 182983	-114.00	1,067.30
4/1/20	09 17401389	RECUR	Recurring Billing	1,273.10	1,181.30
3/21/20	009 1734031		3-18-09 inspection completed, checked and tester	100.00	-91.80
3/10/20	009	CK# 62855	Check Rec'd	-200.00	-191.80
2/25/20	009	CRADJ	9316 Adjustment / site# 184797	-76.00	8.20
2/9/20	009	CK# 62225	Check Rec'd	-1,387.10	84.20

Date	Invoice#	Туре	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 ε	100.00	1,974.30
1/1/2009	16809459		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		11/14. Billing for invoice #102208, Moved phone	365.17	759.92
12/7/2008	16667651		11/14. Billing for invoice #102207, Changed pho	356.55	394.75
12/4/2008	10001001	CK# 60700	Check Rec'd	-508.00	38.20
12/1/2008	16664978		11-26-08rewired panel to new phone # 847-679-	154.00	546.20
11/14/2008	16509239		11/10/08 moved panel line to another phone num	204.00	392.20
11/14/2008	16509237		11/10/08 moved panel line to another phone numl	304.00	188.20
10/30/2008	10303237	CRADJ	9316 Adjustment / site# 181379	-114.00	-115.80
		CK# 59422	Check Rec'd	-1,501.10	-1.80
10/20/2008	16221187		Recurring Billing	1,501.10	1,499.30
10/1/2008	10221107	CK#	Recurring billing	-1,501.10	-1.80
9/8/2008	15662962		Recurring Billing	1,501.10	1,499.30
7/1/2008	10002902	CK# 56804	Check Rec'd	-304.00	-1.80
6/30/2008		CK# 56804	Check Rec'd	-34.15	302.20
6/30/2008	15562801		500120675 6/11/08 moved panel line to 773-281-	304.00	336.35
6/14/2008			Shipped battery to site. Shipped UPS with trackin	34.15	32.35
6/14/2008	15562762	CK# 56074	Check Rec'd	-753.20	-1.80
6/5/2008			Check Rec'd	-34.15	751.40
5/19/2008	45205420	CK# 55667	500094357 5/5/08 CB# E.FFFC moved control pa	279.00	785.55
5/14/2008	15385420		500094362 5/5/08 switched phone line to fax line	113.80	506.55
5/7/2008	15356332		05/02/08 500094338 ja3002 per customer, tech cl	125.80	392.75
5/7/2008 5/7/2008	15356318 15356259		500094335 serviced on 5/2/08 Installed DSL filter.	149.80	266.95
	15556259	CK# 54967	Check Rec'd	-1,501.10	117.15
4/23/2008 4/14/2008	15207901		Shipped battery to site.	34.15	1,618.25
	15127434		Recurring Billing	1,501.10	1,584.10
4/1/2008 3/12/2008	10121404	CK# 53977	Check Rec'd	-98.60	83.00
3/7/2008	14990834		Reset the tripped hold-up button. Cleared the zon-	84.80	181.60
2/29/2008	14990004	CK# 53579	Check Rec'd	-13.71	96.80
	14845807	_	Job# 500036675 Job done on 2/8/08 Repaired wii	96.80	110.51
2/14/2008	14045007	CK# 52835	Check Rec'd	-1,501.10	13.71
1/31/2008	14748690		Shipped (2) DNI, DL2032, duracell batteries, to the	13.71	1,514.81
1/31/2008 1/17/2008	14740030	CK# 052518	Check Rec'd	-897.24	1,501.10
1/1/2008	14581967		Recurring Billing	1,501.10	2,398.34
11/30/2007	14398920		Replaced the panel battery that was mailed to the	84.80	897.24
11/30/2007	14355341		Shipped battery to site.	34.15	812.44
11/21/2007	17000071	CK# 51169	Check Rec'd	-270.94	778.29
10/31/2007	14231519		Shipped (2) DNI 2035 batteries to the site.	13.71	1,049.23
10/31/2007	14231518		billing for invoice # 1468-39510, replaced batteri	236.59	1,035.52
	14231517		billing for invoice # 1486-39510, Replaced 2 panic	306.03	798.93
10/31/2007 10/22/2007	14231317	CK# 050445	Check Rec'd	-1,585.90	492.90
	14191104		Shipped (1) ET219 mini wireless transmitter to the	161.16	2,078.80
10/21/2007 10/14/2007	14155752		Tech replaced panel battery. Customer supplied t	60.80	1,917.64
	14 100/02	CK# 50176	Check Rec'd	-47.86	1,856.84
10/12/2007	14127824		billing for invoice # 39361, found keypad disconne	270.94	1,904.70
10/7/2007		RECUR	Recurring Billing	1,501.10	1,633.76
10/1/2007	14078792		Reprogrammed code on to keypad. All other code	84.80	132.66
9/28/2007	14009010	JUB	Treprogrammed code on to keypad. All other code	3 1.30	. 32.03

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Date	Invoice#	Туре	Comment	Amount	Balance
9/7/2007	13963789		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		Recurring Billing	1,501.10	1,570.01
6/21/2007	13541299		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		replaced customer provided panel battery and all	84.80	127.06
5/7/2007	100 10000	CK# 46347	Check Rec'd	-1,597.90	42.26
4/30/2007	13266974	- "	shipped battery to site.	34.15	1,640.16
4/14/2007	13193247		Job Billing	104.91	1,606.01
4/1/2007	13120220		Recurring Billing	1,501.10	1,501.10
2/12/2007	13120220	CK# 44033	Check Rec'd	-1,729.10	0.00
		CK# 44033	Check Rec'd	-35.86	1,729.10
2/12/2007 1/3/2007		CRADJ	9316 Adjustment / site# 181374	-114.00	1,764.96
	12650368		Recurring Billing	1,843.10	1,878.96
1/1/2007 12/19/2006	1200000	CK# 42640	Check Rec'd	-213.16	35.86
11/21/2006	12448440		shipped battery to site	37.01	249.02
11/21/2006	12448439		shipped battery to site	34.15	212.01
11/21/2006	12446644		Replaced the silent hold-up switch. Tested norma	57.20	177.86
11/13/2006	12414694		Shipped battery to site□□	35.86	120.66
11/14/2006	12414693		Silent panic button zone 5 found to be bad. No rep	84.80	84.80
11/14/2006	12414030	CK# 41624	Check Rec'd	-1,957.10	0.00
10/1/2006	12192594		Recurring Billing	1,957.10	1,957.10
9/28/2006	12102007	CK# 40402	Check Rec'd	-84.80	0.00
8/14/2006	11962366		Tech checked opening and closing codes with 3 u	84.80	84.80
8/3/2006	11002000	CK# 39195	Check Rec'd	-2,255.13	0.00
7/1/2006	11748128		Recurring Billing	1,957.10	2,255.13
6/23/2006	111 10120	CK# 37976	Check Rec'd	-268.92	298.03
6/21/2006	11698990		Billing for invoice 99703-Tech checked 3 panic bu	298.03	566.95
5/14/2006	11525580		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		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	2 JOB	Tech reset zone 6 holdup button. Checked and te	72.80	252.55
2/14/2006	11098014	4 JOB	Customer number 1 key is wearing out. Tech clea	72.80	179.75
2/7/2006	11074192	2 JOB	shipped battery	34.15	106.95
1/30/2006		CK# 34026	Check Rec'd	-1,957.10	72.80
1/21/2006	10988969	9 JOB	Tech was out and reset the panic button	72.80	2,029.90
1/1/2006	1089474	1 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	0 RECUR	Recurring Billing	1,957.10	2,401.10
9/28/2005	1046919	9 JOB	Billing for invoice 62766. Tech was onsite replac	245.00	444.00
8/31/2005	1033320	5 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#	Туре	Comment	Amount	Balance
7/7/2005		CK# 27972	Check Rec'd	-167.98	1,957.10
7/1/2005	10080958		Recurring Billing	1,957.10	2,125.08
6/7/2005	9980936		Billing for invoice AB-412329. Tech tested system	167.98	167.98
5/9/2005	000000	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		Recurring Billing	1,957.67	2,161.67
3/21/2005	9646747		Billing for invoice 13628 tech was out and relocat	204.00	204.00
3/15/2005	3040141	CK# 24938	Check Rec'd	-163.00	0.00
3/13/2005		CK# 24280	Check Rec'd	-2,093.67	163.00
2/14/2005	9492744		Remote Program Charge	20.00	2,256.67
1/21/2005	9396423		billing for invoice#12420 tech was out found AC ci	143.00	2,236.67
1/1/2005	9312322		Recurring Billing	1,957.67	2,093.67
12/30/2004	9301409		Billing for invoice 12181 tech found system transf	116.00	136.00
12/14/2004	9239702		SERVICE LABOR	20.00	20.00
12/7/2004	3233102	CK# 22436	Check Rec'd	-97.73	0.00
10/26/2004		CK# 21115	Check Rec'd	-1,957.67	97.73
10/20/2004	8992795		Checked and metered both transformers in charg	76.00	2,055.40
10/14/2004	8992789		Remote Program Charge	21.73	1,979.40
10/14/2004		RECUR	Recurring Billing	1,957.67	1,957.67
9/30/2004	0340003	CK# 20333	Check Rec'd	-252.63	0.00
9/30/2004		CK# 20052	Check Rec'd	-204.00	252.63
	8844348		SHIPPED 2-DL2032 BATTERIES TO CUSTOME	13.74	456.63
9/7/2004 8/31/2004	8803813		SHIPPED PANEL BATTERY TO CUSTOMER	36.54	442.89
8/21/2004	8772247		replaced bad battery on wireless panic zone16. fo	86.35	406.35
8/9/2004	8743441		billing for invoice p932 tech tested system and .	116.00	320.00
8/4/2004	074541	CK# 18864	Check Rec'd	-1,957.67	204.00
7/30/2004	8683022		Replaced rear motion that had damaged lense. T	204.00	2,161.67
7/2/2004	0000022	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	0070172	CK# 16777	Check Rec'd	-1,989.22	250.20
4/30/2004	8329344		Replaced Battery and transmitter all ok	250.20	2,239.42
4/29/2004	002001	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	818254		Flat Service Rate	72.00	121.63
3/14/2004	815688		SHIPPED PANEL BATTERY TO CUSTOMER	36.54	49.63
3/7/2004	8134609		SHIPPED 1-DL2032 BATTERY TO CUSTOMER	10.74	13.09
2/28/2004			Rewired phone line. Changed battery in zone 10	2.35	2.35



439401 200 107383

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

A: LENDUM TO COMMERCIAL AGREEMENT

This is an ADDE		::ERCIAL AGR	REEMENT by	and betw	reen Guar	dian Prote		s, :haser")
dated as of	November 11,	:9	(the "Agree	ement").	Located :	at the Follo	wing (Site)	,
Name:	Jennifer Conv	.es	P	rospect #	63	1355		
Address:	697 East Golf	J	P.	AGE		OF		PAGES
City:	Schaumburg	<u>IL</u>	Zip <u>60</u>	0173	_			
2	Ademco Wi:	oor/Window	Transmitter					
2	Door/Window	tact						
1	Ademco 8 Zo:	reless Receiv	er					
1	Ademco Wire	Motion Detecto	or w/Pet Imm	unity				
1	Ademco Hane	d Wireless Par	nic Transmitt	er				
1	Ademco Wir.	lassbreak De	etector					
1	United Sec	lucts Hard W	ired Panic B	utton				
		SLINE DA	ovup 1		TOTAL P	PICE*		
X(Purchaser's Initia	CELLULAR SERVICES P. DECLINED	TED TO AND	į,	(*Subject	to applica	ole tax)	\$	973.20
By affixing their AGREEMENT		pated, the pa	irties agree th	nat this A	DDENDU	is made	part of the	
Bu:			E	Ву:				_
Ву:	(Seller's sign	o r control of the co			(Purcha	ser's signa	ture)	
Date:			t	Date:				
Date.	(2.3)		C.S. & Wilselies		ويراو د اد اد ا		\$ 55 do \$650	



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

JENDUM TO COMMERCIAL AGREEMENT

This is an ADI		MERCIAL AGF	REEMENT by and betw	veen Guardian Protect	ion Services, ("Purchaser")
dated as of	Novembe:	009	(the "Agreement").	Located at the Follow	
Name:	Jennifer C	les	Prospect #		
	697 East (ad	PAGE	OF	PAGES
Address: City:	Schaumb:	IL.	Zip <u>60173</u>		
City.	Schaumo	16	. Zip <u>co., c</u>	_	
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	Mon	4-			
V	CELLUL	, JE LINE BA	CKUP	TOTAL PRICE*	
(Purchaser's In	itials SERVICES	TED TO AND	}		\$ 1250.00
2 65 1 16	DECLINE	SER		to applicable tax) DDENDUM is made pa	art of the
By affixing the	eir signatures war as of the date	telow.	arties agree that this A	DDEI4DOM 13 made pe	
· for competition		•			
Ву:			<u>By:</u>		•
	(Seller's si.	- C - C - C - C - C - C - C - C - C - C		(Purchaser's signatu	vre)
Date:			Date:		
	12 Year	70000	West Williams		

United States Bankruptcy Court Southern District of New York

Notice of Bankruptcy e Filing

A bankruptcy case concernabelow was filed under Cha States Bankruptcy Code, ea 8:34 PM and filed on 07/13

he debtor(s) listed l of the United d on 07/18/2010 at

10.

\$1,383.47

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

The case was filed by the

or's attorney:

Michael S. Fox

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

The case was assigned case

ther 10-13779-alg to Judge Allan L. Gropper.

In most instances, the filing actions against the debtor a limited to 30 days or not expendized. Consult a lawyer

he bankruptcy case automatically stays certain collection and other ne debtor's property. Under certain circumstances, the stay may be all, although the debtor can request the court to extend or impose a stay. take other action in violation of the Bankruptcy Code, you may be termine your rights in this case.

If you would like to view to ankru available at our *Internet* ho age:

Green, New York, NY 10004-1408.

.nkruptcy petition and other documents filed by the debtor, they are age http://ecf.nysb.uscourts.gov or at the Clerk's Office, One Bowling 140%.

You may be a creditor of the forth important deadlines.

tor. If so, you will receive an additional notice from the court setting

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 9	91-120	121-180	Over 180	Unapplied	Deposit
105.15					-	3 07.18	
Date	Invoice#	Туре		Comment		Amount	Balance
8/2/2010	0	CRADJ		9206 adjust	ment	-55.22	-202.03
8/2/201	0	CRADJ		9206 adjust	ment	-500.00	-146.81
8/2/201		CRADJ		9206 adjust	ment	-500.00	353.19
8/2/201		CRADJ		9206 adjust	ment	-207.25	853.19
8/2/201		CRADJ		9206 adjust		-121.00	1,060.44
7/20/201				6/11/10 Billi	ng for invoice# 33116, moved system	105.15	1,181.44
7/13/201				6/19/10 Billi	ng for invoice# S1309, Replaced batte	207.25	1,076.29
7/1/201				Recurring B	_	1,055.22	869.04
6/22/201		CRADJ		Cancel s-18	31367	-38.00	-186.18
6/22/201		CRADJ		Cancel s-18	35821	-38.00	-148.18
6/4/201		CK# 738	37	Check Rec'	d	-1,283.78	-110.18
5/6/201	0 20091335	JOB		5/3 Connec	cted system to 215-997-8847 phone lir	121.00	1,173.60
4/1/201		RECUR		Recurring B	Billing	1,283.78	1,052.60
3/8/201	0	CK# 721	90	Check Rec'	'd	-1,150.12	-231.18
1/1/201	0 19208316	RECUR		Recurring E	Billing	1,150.12	918.94
12/17/200	9	CK# 127	' 4	Check Rec	'd	-973.20	-231.18
12/11/200	9 19091649	JOB		Relocation	of existing system	568.20	742.02
11/12/200	9 18890393	JOBPRO)	Relocation	of existing system	405.00	173.82
11/2/200	9	CK# 690	85	Check Rec	'd ·	-1,036.12	-231.18
10/1/200	9 18595454	RECUR		Recurring E	Billing	1,036.12	804.94
8/24/200	9	CK# 672	236	Check Rec	'd	-37.01	-231.18
7/13/200	9	CK# 660	74	Check Rec		-1,035.55	-194.17
7/7/200	9 18050069	JOB		7/6 SHIPPE	ED BATTERY TO THE SITE. TRACKII	37.01	841.38
7/1/200	9 17993892	RECUR		Recurring E	Billing	1,035.55	804.37
6/26/200	9 17976296	DBADJ		9305		1.80	-231.18
6/10/200)9	CRADJ		•	stment / site# 186970	-41.18	-232.98
6/4/200)9	CK# 649	940	Check Rec		-1,157.36	-191.80
6/3/200	09	CRADJ		9330 adjus		-1.74	965.56
4/20/200	09	CK# 639	992	Check Rec		-100.00	967.30
4/15/200		CRADJ		-	stment / site# 182983	-114.00	1,067.30
4/1/200				Recurring I		1,273.10	1,181.30
3/21/200					spection completed. checked and tester	100.00	-91.80
3/10/200	09	CK# 628	355	Check Rec		-200.00	-191.80 8.20
2/25/200		CRADJ		•	stment / site# 184797	-76.00	84.20
2/9/200		CK# 622	225	Check Red		-1,387.10	
2/7/200					stomer wanted phone line changed and	100.00	1,471.30
2/2/200		CK# 618		Check Red		-154.00	1,371.30
1/21/200		CK# 61		Check Red		-229.00	1,525.30
1/21/200		CK# 61	585	Check Red		-220.00	1,754.30
1/21/200					vitched phone line to fax line. checked a	100.00	1,974.30
1/1/20				Recurring	_	1,387.10	1,874.30 487.20
12/22/20	08	CRADJ		9330 Adjus	stment	-136.55	401.20

Date	Invoice#	Туре	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	365.17	759.92
12/7/2008	16667651		11/14. Billing for invoice #102207, Changed phor	356.55	394.75
12/4/2008	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	CK# 60700	Check Rec'd	-508.00	38.20
12/1/2008	16664978		11-26-08rewired panel to new phone # 847-679-	154.00	546.20
11/14/2008	16509239		11/10/08 moved panel line to another phone num	204.00	392.20
11/14/2008	16509237		11/10/08 moved panel line to another phone numl	304.00	188.20
10/30/2008	10000207	CRADJ	9316 Adjustment / site# 181379	-114.00	-115.80
10/30/2008		CK# 59422	Check Rec'd	-1,501.10	-1.80
10/20/2008	16221187		Recurring Billing	1,501.10	1,499.30
9/8/2008	10221101	CK#	, toodining a ming	-1,501.10	-1.80
7/1/2008	15662962		Recurring Billing	1,501.10	1,499.30
	15002902	CK# 56804	Check Rec'd	-304.00	-1.80
6/30/2008		CK# 56804	Check Rec'd	-34.15	302.20
6/30/2008	4==00004		500120675 6/11/08 moved panel line to 773-281-	304.00	336.35
6/14/2008	15562801		Shipped battery to site. Shipped UPS with tracking	34.15	32.35
6/14/2008	15562762		Check Rec'd	-753.20	-1.80
6/5/2008		CK# 56074	Check Rec'd	-34.15	751.40
5/19/2008	. = 0 = 400	CK# 55667	500094357 5/5/08 CB# E.FFFC moved control pa	279.00	785.55
5/14/2008	15385420		500094362 5/5/08 switched phone line to fax line	113.80	506.55
5/7/2008	15356332		05/02/08 500094338 ja3002 per customer, tech cl	125.80	392.75
5/7/2008	15356318		500094335 serviced on 5/2/08 Installed DSL filter.	149.80	266.95
5/7/2008	15356259		Check Rec'd	-1,501.10	117.15
4/23/2008	45007004	CK# 54967	Shipped battery to site.	34.15	1,618.25
4/14/2008	15207901		Recurring Billing	1,501.10	1,584.10
4/1/2008	15127434	RECUR CK# 53977	Check Rec'd	-98.60	83.00
3/12/2008	14990834		Reset the tripped hold-up button. Cleared the zon-	84.80	181.60
3/7/2008	14990034	CK# 53579	Check Rec'd	-13.71	96.80
2/29/2008	14845807		Job# 500036675 Job done on 2/8/08 Repaired wil	96.80	110.51
2/14/2008	14045001	CK# 52835	Check Rec'd	-1,501.10	13.71
1/31/2008 1/31/2008	14748690		Shipped (2) DNI, DL2032, duracell batteries, to th	13.71	1,514.81
1/31/2008	14740030	CK# 052518	Check Rec'd	-897.24	1,501.10
1/1/2008	1458196	7 RECUR	Recurring Billing	1,501.10	2,398.34
11/30/2007			Replaced the panel battery that was mailed to the	84.80	897.24
11/21/2007			Shipped battery to site.	34.15	812.44
11/19/2007		CK# 51169	Check Rec'd	-270.94	778.29
10/31/2007			Shipped (2) DNI 2035 batteries to the site.	13.71	1,049.23
10/31/2007			billing for invoice # 1468-39510, replaced batteri	236.59	1,035.52
10/31/2007			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			Shipped (1) ET219 mini wireless transmitter to the	161.16	2,078.80
10/14/2007			Tech replaced panel battery. Customer supplied b		1,917.64
10/12/2007		CK# 50176	Check Rec'd	-47.86	1,856.84
10/7/2007			billing for invoice # 39361, found keypad disconne	270.94	1,904.70
10/1/2007		2 RECUR	Recurring Billing	1,501.10	
9/28/2007			Reprogrammed code on to keypad. All other code		
9/7/2007			Shipped battery to site.	34.15	
8/31/2007		CK# 49078	Check Rec'd	-30.42	
8/31/2007			shipped (2) DNI, DL2032, 3v lithium batteries to t	13.71	
8/2/2007		CK# 48316	Check Rec'd	-1,501.10	
7/31/2007		7 JOB	shipped (2) PL123A, batteries to the site.	30.42	
7/17/2007		CK# 47968	Check Rec'd	-60.80	
7/2/2007		CRADJ	9305	-8.11	1,561.90

Date	Invoice#	Туре	Comment	Amount	Balance
7/1/2007	13592868		Recurring Billing	1,501.10	1,570.01
6/21/2007	13541299		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		replaced customer provided panel battery and all	84.80	127.06
5/7/2007	10010000	CK# 46347	Check Rec'd	-1,597.90	42.26
4/30/2007	13266974		shipped battery to site.	34.15	1,640.16
4/14/2007	13193247		Job Billing	104.91	1,606.01
4/1/2007	13120220		Recurring Billing	1,501.10	1,501.10
2/12/2007	13120220	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		Recurring Billing	1,843.10	1,878.96
12/19/2006	12030300	CK# 42640	Check Rec'd	-213.16	35.86
	12448440		shipped battery to site	37.01	249.02
11/21/2006	12448439		shipped battery to site	34.15	212.01
11/21/2006	12446439		Replaced the silent hold-up switch. Tested norma	57.20	177.86
11/15/2006			Shipped battery to site□□	35.86	120.66
11/14/2006	12414694		Silent panic button zone 5 found to be bad. No rep	84.80	84.80
11/14/2006	12414693		Check Rec'd	-1,957.10	0.00
11/10/2006	40400504	CK# 41624		1,957.10	1,957.10
10/1/2006	12192594		Recurring Billing Check Rec'd	-84.80	0.00
9/28/2006	44000000	CK# 40402	Tech checked opening and closing codes with 3 u	84.80	84.80
8/14/2006	11962366		Check Rec'd	-2,255.13	0.00
8/3/2006	44740400	CK# 39195	Recurring Billing	1,957.10	2,255.13
7/1/2006	11748128	CK# 37976	Check Rec'd	-268.92	298.03
6/23/2006	11698990		Billing for invoice 99703-Tech checked 3 panic bu	298.03	566.95
6/21/2006	11525580		replace control panel battery and transformer. che	131.81	268.92
5/14/2006 5/8/2006	11323300	CK# 36983	Check Rec'd	-1,957.10	137.11
5/6/2006	11451658		REPLACED BATTERY AND TRANSFORMER A	137.11	2,094.21
4/25/2006	11431000	CK# 36462	Check Rec'd	-72.80	1,957.10
4/1/2006	11317394		Recurring Billing	1,957.10	2,029.90
3/15/2006	11017007	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		Tech reset zone 6 holdup button. Checked and te	72.80	252.55
2/14/2006	11098014		Customer number 1 key is wearing out. Tech clea	72.80	179.75
2/7/2006	11074192		shipped battery	34.15	106.95
1/30/2006		CK# 34026	Check Rec'd	-1,957.10	72.80
1/21/2006	10988969		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	5 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	5 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	7 JOB	Billing for invoice 13628 tech was out and relocat	204.00	204.00

Date	Invoice#	Туре	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 CUSTOME	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		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

JOB# 29981003





One of the Ameliana Group of Componer 350 Aldgo Rosa • Assourgh, RA 15205 • 412-788-2580

C	n	M	M	FR	C	18	ı	AGR	F	F١	d	ENT

THIS AGREEMENT is made this Lat day of MAY 1	9 _99_ by and botween Guardian Prole	ection Services, Inc.
("Seller) and JENNIFER CONVERTIBLES/ID		("Purchaser") for
services to be performed at 730 H. DIVERSY PROY. CHICAGO.	_ IL 60614	("the Premises").
The Services (as described below) shall include (check appropriate		
\square the sale and installation of an emergency detection and reporting	ng 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 Sys	tem/Services are as follows:	
DESCRIPTION	COST	
1 - CONTROL PANEL VISTA 20		
1 - XEXTAD AP-6128	Less Deposit M/A Belanco Duo": R/A	
LOT - NON-UNION LABOR, WIRE & MISC PARTS	("Subject to Applicable Tax)	
CUSTOMER RESPONSIBLE FOR AC POWER OUTLET. TELE.		
SPRVICE & PERKIT FEES		
They devices werd to	Monthly Leasing Fee	ş
- Williams	Monthly Manitoring Fee	\$
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Monthly Open/Close Reports	\$
The second secon	TOTAL MONTHLY CHARGES	\$38.00
and late often select	("Subject to Applicable Tex.)	L
	SPECIAL CONDITIONS: BILL	
	BILL TO: JENNIFER CONVER	
Please read the term on the front and back of this A	s and conditions Agreement before signing.	
eine in Fulfrigher harryy griron) in phy feiter by requiring hereneed just in immitte harry in the state of the physical state of the individual field of the physical party largest the state of the physical state of the physical field of the physical party largest profession, whenever party of martical party has remained the set of the physical field of the physical state of the physical state of the physical state of the physical state of the physical field of the physical state of the physical state of the physical state of the physical state of the physical field of the physical state of the physic	1. Purchases of the service demonstrate of spirite at 100 Personal Company for the State of S	which are the company to the company
ACKNOWI PINGMENT	OF PURCHASER	MISS NOR WAS SURCHARDS
BY SIGNAME THEY SELECT PRECINGATE ACTIONS A TOTAL THE STATE & DRIVE A TOTAL SHEET AND A TOTAL SHEET AND A SHEET THE SHEET AND A SHEET THE SHEET AND A SHEET THE SHEET AND A SH	of belier has bade no representation of which life on may representation on warranties, elem- lar, colors a bet point merchants of principals in ad and understands the parachetistic may be added in the color of the parachetistic may be applicable under set forms and committee a part of any loss of dalabete to dalabete.	C22 ON HUNCO O WRITTEN ON ACCUMENT, ESPECIALLY THOSE NO MANIMUM LIABRATY IN THE
Guardian protection services, Inc.	Joseph Aplitud VI	41 17
Ву:	A. Whichers any and the following	Texture Asser
MANAGEMENT ACCEPTANCE M	DIVIDUAL QUARANTYULA)	Curdo-en year red

D. Terms Applying to Monitoring Service

- 10 Diligation. The Purchaser and Solier agree that Seller's only obligation under the Monitoring Service portion of this Agreement shall be to monitor signals received and to respondthereto. Seller, upon the receipt of a signal from the Purchaser's Premises, shall make every
 reasonable effort to transmit notification of the slarm 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 turnished or to be turnished. 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's herein. Also this Agreement may be suspended, at Seller's option, should the Purchaser's security equipment become so substantially damaged that turther service is improacticable.
- impracticable.

 3. Renewal. The term of the Monitoring Services Agreement shall be asset 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 lisell under the same terms and conditions for successive periods of was 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 will notly the Purchaser, in writing, no later than torty-five (45) days before the increase is to take effect. The Purchaser will have hearly (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) days period and resume the previously charged monitoring fees thereby binding the Purchaser to the full term of this Agreement.
- Asturn 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.
- Sushess frotte on the Professors of the Purchaser's telephone system any monitoring service hereunder during any time when the Purchaser's telephone system shall not be working since signate to Selier are received solely by means of telephonic communication. Selier assumes no liability for interruption of service due to strike, war, riots, floods, fire, winds, snow, natural sauses or any other causes beyond the control of Selier 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 continuo. Where radio to used as a means of atarm transmission, Seller shall likewise not be obligated to perform monitoring services when radio recognition is hindered by man-made static, by static of natural causes or by natural phenomena, such as sunspot activity or solar winds.
- 8. 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 balanais.
- 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 catastrophie, 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 suthority.

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 water state there there unless otherwise agreed in writing between Seller and Purchaser. One (1) year
 - (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 liated 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 warranty shall commence upon the completion of installation and shall expire warranty shall commence upon the completion of installation and shall expire warranty shall commence upon the completion of installation and shall expire warranty shall commence upon the completion of installation and shall expire warranty shall be shall expire warrants.
 - (i) Remedy, (A) Seller agrees to replace, at its expense, any Equipment that does not conform to the Equipment ordered by the Purchaser. (ii) Seller agrees to furnish a replacement part for any portion of the System that proves to be delective in workmanship or material under normal use within the limited equipment warranty period. Seller may use reconcilioned parts in fulliment 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.
- 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, atterations not authorized by Seller, misapplication, force of the elements or acts of God. Service calls which do not livelye defective workmarship or meterals 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 toregoing Limited Werranties 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 ensured parts of a non-Seller system, and are in lieu of all other warranties whether express of implied. SELLER EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABUILTY, FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER IMPLIED WARRANTIES, ARISING THROUGH THADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE.
- (e) The foregoing remedies are the SOLE and EXCLUSIVE remedies on which Purchase may rely and are not cumulative with any other remedies otherwise provided by law.
- (II) Procedure. The Purchaser is obligated to deliver to Sellar, at the office indicated on the front of this Agreement, written notice of any claimed defect under either warranty, and such notice must be postmarded 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.

- (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:
- 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 evert; (B) The uncertainty of the response time of any policing fire or other municipal services; (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 the equipment to operate; or (D) The nature of the service to be performed by Seller.
- performed by Seller.

 (iii) Purchaser understands and agrees that if Seller should be found liable for loss of 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 Intended 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, irresponder 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 agants, seeigns 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
- Teeting 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
- Commercial Use Only, Purchaser warrants that the System and services provided by Seller will not be used for personal tamily or household use. This Agreement is deamed to between commercial parties.

- 5. Authorized Personnel. Purchaser agrees to furnish torthwith a written list of the names, titles, residence addresses, residence phone numbers and signatures of all persons authorized to arrange an unacheduled 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 a starm, 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.
- changes, revisions and modifications to the above shall be supplied to Saller in writing.

 6. Change to the System; Cost of Repsirs; Additional Protection; Risk of Lose. 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 Pyrchaser's action, or which may be demanded by any governmental special productions of the state of the
- diminished by any such loss of camage.

 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 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 refleve Purchaser of his dulies 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.
- Agreement wincut the written consent or the seller.

 A salignees/Subcontractor of Seller. Seller shall have the right to assign this Agreement to any other person, tirm or corporation without notice to Purchaser and shall have the further right to subcontract any installation end/or services, including monitoring, which it may perform. Purchaser acknowledgee that this Agreement, and particularly those paragraphs rollating to Seller's disclaimer of warranties, maximum liability, liquidated damages, and third party indemnification, have to the benefit of their arrangement of seller, and that they the Purchaser possible in the sagreement of the transfer of Seller, and that they thind Purchaser to Seller.
- tors with the same force and effect that they bind Purchaser to Sciler.

 10. Default by Purchaser. If the Purchaser (i) tails 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, (iv) lites a position or is the subject of a position flied against Purchaser under the Bankrupicy Act or any amendment thereto, including a pellition for roorganization, arrangement or extension, (vi) il any representation, warranty or linencial information made or submitted by Purchaser shall be untrue or unperiormed in any material respect, or (viii) defaults hereunder in any other respect, Seller must give Purchaser thinty (30) day period, the entire amount due under this Agreement for the balance of the Agreement period static become immediately due and payable, in the event of auch default, and the vertice of the Agreement period static become immediately due and payable, in the event of such default the Purchaser hereby consents to the Seller immediately entering the alforesaid premises or any other premises where the property of said Seller may be located for the purpose of removing the oquipment 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 demage to person or propetry artising out of such entry or taking of passession. Removed to the premises of his Agreement, nor shall the Seller be liable for any normal damage caused to the premises of his laberament, nor removal of the equipment any normal damage.
- caused to the premises by installation or removal or 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 altorney'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.
- ment.

 13. Indemnitication. Purchaser agrees to and shall indemnity and save harmless Saller, its omployees and agents for and against all third party claims, lawsuits and lossos arising out of or in connection with the operation or non-operation of the system or monitoring lacilities whether those claims be based upon allegad internional conduct, or active or passive negligence on the part of Seller, its agents, servants or employees. This agreement by Purchaser to indomnify Seller against third party claims as herein above set forth shall not apply to lossos, expenses and liability resulting in injury or death to third persons or injury to properly of third persons, which losses, damages, expenses and liability occur white an employee of Seller is on Purchaser's premises and which losses, damages and liability are solely and directly caused by the acts of sald employee.
- 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. Meditication 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.
- supress of the party to be bound, and, in the case of celler, approved of an officer of seller.

 17. Entitie Agreement. This instrument contains the entire agreement between the parties with respect to the transactions described horsin and supersedes all provious negotiations, commitments and writings. It 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 filled 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 29981002 1 4-27-99



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

COMMERCIAL AGREEMENT

THIS AGREEMENT is made this _1ST day of	, 19 _99 by and between Guardian Protect	ction Services, Inc. _ ("Purchaser") for
services to be performed at 8101 S. CICERO AVENUE. CHIC		
The Services (as described below) shall include (check appropria		- ,
the sale and installation of an emergency detection and report		
It the lease and installation of the System; and /or		
M monitoring services for the System or an existing system.	Phone:	
The cost and description of the S	instam/Saminae ara as follows:	
•		
1 - CONTROL PANEL VISTA 20	COST Installation: NO CHARGE	
1 - KEYPAD AD-6128		
1 - TIE IN THE EXISTING PARTS	Balance Due*: N/A	
LOT - NON-UNION LABOR, WIRE & MISC PARTS	(*Subject to Applicable Tax)	
CUSTOMER RESPONSIBLE FOR AC POWER QUILLET. TELE. SERVICE & PERMIT FEES	Payable as follows:	
JERVICE & ZORTEL KORD		
1 - PORTABLE PANIC (AS REQUIRED)	The state of the s	
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_	
	BILL TO: JENNIFER CONVERT	
	417 CROSSWAYS PARK DR. WO	ODBURY, NY 1179
PLEASE READ THE TER ON THE FRONT AND BACK OF THIS	MS AND CONDITIONS S AGREEMENT BEFORE SIGNING.	
	C. Terms Applying to Lease	
Purchaser outhorizes 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 installations.	Purchaser is the owner occupant or lossee of the Premi- Purchaser shall provide Seller with proof of status.	ises noted in this Agreement.
tion shall be performed on weardays only unless the Putchaser groups of charmace, in which case, the Putchaser hereby agrees to pay Solidy any resulting increased cost for installation, Should Seiler by lorded to subconfact any portion of the materianen due to any trade top, Should Seiler by lorded to subconfact any portion of the materianen due to any trade	Purchaser hereby leasns the Equipment from Sollar for a pono this period commencing with the completion of installation of	d of Equipment. months,
by Puichaser, Purchaser authorizes use of electrical outless required and necessary current mrough his moter, at his expense. Purchaser, shall, at his own expense, make any necessary foreign or changes to Purchaser's promises, as requested by Seler, to localitate the	Purchaser agrees to pay any "Labor" or "installation" charges pay the "Total Monthly Charges" noted abovo.	bated in this Agreement and to
installation and operation of the System, Any error or organization of the Construction or instal- tation of the System must be called to the attention of Soler, in writing, within Unity (30) days after complation of the installation. Observings, the installation gives be deemed totally	4. It is agreed by the parties that this Contract will automatically to the situal term of this Agreement and will keep renewing time, orders agree to the expendition of this Contract, Purchast of experience. This notice must be given at least thirty (30) of time its of the essence with regard to such tommation notice.	renew deel for a period equal prised for the same periods of the same periods of the or Seller cives willian notice
A Terms Applying to Installation of Equipment 1. Purchaser outherfaces and emonowers Seller to Incluid or course to be installed the protective system set forth on the Schedule of Protection. Purchaser agrees that the work of a installation and to performed on weakbays only upper law your law to the course of the installation. Seller he installation of the installation of the installation, Should Seller he losted to subconfactly any peritien of the installation, installation, installation and subconfactly and protection of purpose. The installation installation installation and subconfactly are periting to the installation and protection of the installation and protection. The installation and operation of the System, Any error or organized by Seller, to lactificate the installation and operation of the System, Any error or organized or construction of the system, Any error or organized or construction of the system, Any error or organized the construction of the system, Any error or organized the construction of the system, Any error or organized the construction of the system, Any error or organized the construction of the system	of expiration. This notice must be given at least livity (30) of time us of the essuace with regard to such termination notice.	bys batere the expiration date.
ince act. If for any reason Sellor is unable to install this equipment, such will be installed	5. Purchaser authorities and empowers Soller to maintain and and to make any necessary absocious, tosts one repairs alam projection. The projection of the second of the s) sarvice the aforestid system is required. In the case of life change in its life rating bureau
by the appropriate falophone company and billed directly to Pertrusser. Purchapaer has the alliminative quity to interm Soller, piper to beginning of the installation of the Engagnent, of every toolloys in the premises where Solloy should not of cold the company of the company of the company of the cold the	or agency. Repairs necessiated by cromary west and lear a shall be gentemed as soon as reasonably possible after or Purchaser, at necessary inspections and leas which may be shall be necessary inspections and 1900 a.m. and 5:000	hall be at Seller's expense and leapt of notice by Seller from prequited on the part of Seller pm. on a regular business day
concealed obstructions or hazards such as pipes, where or aspectos) enter of gidl hotes. Unless so notified Seller will bolamme where to drift hotes and piece equipment. Seller will be sometiment of the seller will be sometiment of the seller will be sometiment of the seller will be seller	Purchaser acknowledges that Saller's obligation hereunder is of the specified slarm system and that Saller is in no way of of the System of to maintain or service Purchaser's proper	sters solely to the maintenance sligated to insure the operation ty or the property of others to
mining with certainty it they exist. Any cost incurred to tepar any concessed place, wires of other obstructions not identified by Purchaser prior to commencement of any work by Soller and any resulting damaged walls, ceping floors of lumbships shall be the Purchaser's sole	which Seller's system is connected. 8. Purchaser acknowledges and agrees that this Agreement is	for the providing of service and
exponse and responsibility. It agustuse of direct matter in rectangular to more distinct and distinct the enterprise of the exponent contained bearance from a fiction amount of formation has all purchasers sole exponent contained bearance from a fiction amount of formation of hazard-	that except as hereinaller provided, the major components to transmitter, eduction devices, but boxes to remain the sole property of Soler, upon the expiration of this remain the sole property of Soler, upon the expiration of this	ind controls shall at all times. Aprenment or upon any default
nei, in no caso shoul Softer be liable for a) the discovery of exposure of hidden aspestos or other hazardous material. The case of the c	remove sit of the Soller owned equipment. Seller shall not to be processed to the soller owned equipment. Seller shall not to be processed to the solution of the collection of all	be responsible for rodecorating next. Removal of Sotiel owned by and all sums due under the
	which Saller's system as connected. 6. Purchaser acknowledges and galoos that this Agreement is that except as hereenfaller provided, the major components not lighted to transmitting, agracing devices, but do soon a remain the sall of the Selfer is authorized to shifer upon the remove all of the Selfer owned couplement. Selfer shall not the premiser of Purchaser and two removal of such reuper adjugates the selfer owned couplement. Selfer shall not in premiser of Purchaser and two removal of such neuper adjugates the selfer shall not in the selfer owned equipment to Selfer in good concilion, and Selfer owned equipment to Selfer in good concilion, assted. Upon conspelled not the removal of selfer shall not selfer owned to the residential of other self-self-self-self-self-self-self-self-	Shall, in such event, roluin the reasonable wear and tear ex-
1. The System shall remain the personal property of solution and the personal property of the System by Solat. Should putch as you be payment for the reliculation of this to the System by Solat. Should putch as or deliculate a transfer of the system by Solat. Should putch as on the system of the	and the labor for the installation of the system shall you in the latest of the system shall you in the latest of the system of	ine Purchaser, Notwithstanding or will not damage, encumber, will not damage, encumber, will the system in he damaged.
of any part from the Prantsas. Such removal, if made by Seller, shall not be deathed a walver of Soller's right to damages that Seller sustains as a result of Purchaser's default, and Seller shall have the right teacher. Seller is such to seller shall have the right teacher.	enclimbared, taken from the promises, tampered with or rea authorized again of Seller, in the even or loss or damage whether ewhold by Sellor or Purchaser aprova to	aired by anyone who is not an to any person of this system, pay Soller the reasonable value
B. Terms Applying to Sale Processing to Sale Pro	for the replacement or repair of the Seller owner equipm Purchaser's premises. Purchaser agrees that the installation does not create a fixture to Purchaser's premises as to that o	of the Soller awned equipment quipment.
colled to the Northeless of such system of any parts of the process your property and is not paid has the right to assert a claim against your property. Under law, you may protect yourselt against such claims either by lang with the coult a "No Lies Agreement" or a payment band, depending upon the law of the state where your property is located.		
yoursell against such claims either by liting with the court a no Lien Agreement or a payment band, depending upon the law of the state where your property is located.		
Insurance will be for loss by life, then, or any cause, and the listed behedicands will be both sollor and Purchaser, with any loss payments being made pro rate to each party occording to the concertible interests of shall over all the united to be proposed that		
paymont barro, departuring upon the use in the state which will be reliabled by sellie. This countries agrees to keep the System sally insured while title is reliabled by sellie. This sourced by the sellies of the se	T OF DUDOUACED	
ACKNOWLEDGMEN	THAT SELLER HAS MADE NO REPRESENTATION OR WARRAN	ITIES NOR HAS 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 agrain losses caused by the thet, burglany or other causes, purchaser further acknowledges that seller is not an beduren that purchaser assumes all risk for loss or damage to purchasers premises or to its contents.	That seller hab made no representation or warran relied on any representation or warranties, expres oral. Except as set forth Herein: and purchaser ac read and understands the paragraphs of this agri paragraphs which set forth sellet's dollgation and event of any loss or damage to purchaser.	KNOWLEDGES THAT HE HAS EMENT, ESPECIALLY THOSE
FOR LOSS OR DAMAGE TO PURCHASER'S PREMISES OR TO ITS CONTENTS:	Paragraphs which set forth seller's obligation and Event of any loss or damage to purchaser.	MAXIMUM LIABILITY IN THE
GUARDIAN PROTECTION SERVICES, INC.	PURCHASER	
Ву:	Ву:	
	AUTHORIZED SIGNATURE	



- Obligation. The Purchaser and Saller agree that Seller's only obligation under the Monitoring Service portion of this Agreement shall be to monitor signate 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, lire 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. Selier 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 Seliers responsibilities hereunder shall come to an end as if the date fixed in such notice was the term fixed in the Agreement between Selier and the Purchaser. Purchaser shall be liable to Selier for the amounts due for the original or extended term as set forth under "Default By Purchaser's herein. Also this Agreement may be suspended, at Selier's option, should the Purchaser's security equipment become so substantially damaged that further service is impracticable.
- Impracticable.

 3. Renewal. The torm of the Monitoring Services Agreement shall be seed 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 testagy years seen 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 less. In the event an increase in monitoring fees will occur, Saller will notify the Purchaser, in writing, no later than forty-tive (45) days before the increases is to take effect. The Purchaser will have twenty (20) days from the date notice is received to withdraw from the Monitoring Services Agreement, provided that Seller may rescaled the increase within such torty-live (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 ecknowledges 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.
- business nours upon notice to the Purchasers.

 Interruption and Communications. Seller shall not be obligated to perform any monitoring service hereunder during any time when the Purchasers telephone system shall not be working alice signate 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, show natural causes or any other causes beyond the control of Seller inducting the purposer of the purposer of the purposer of the purposer while interruption of service. Seller will not be required to supply service to the purposer while interruption of service due to any such cause shall prevail or continue. Where radio is used as a means of atarm transmission, Seller shall likewise not be obligated to perform monitoring services when radio reception is indered by man-made static, by static of natural causes or by natural phenomena, such as sunspot activity or solar winds.
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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 complication of installation and shall expire where thereafter unless otherwise agreed in writing between Seller and Purchaser.
 - (i) Remedy, (A) Seller agrees to replace, at its expense, arrive fullyment 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 repartial under normal use within the limited equipment warranty period. Seller may use reconditioned parts in full/liment of this obligation. Replacement parts are warranted only for the unoxplied 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 uses.
- (c) Exclusions. The Limited Warranties do not apply to Systems that have been damaged by acts not within the Salier's control included but not limited to accident, power surges or brownouts, delective or discharged batteries, abuse, lack of proper maintenance, alterations not authorized by Seller, misapplication, torce of the alternance or acts of Ged. Service cattle which do not involve detective workmanship or materials are accorded under the Limited Warranties. Further, Salier 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, hots, 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 MERCHANT-ABILITY, 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 Purchase 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 leasts 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. Damage

(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 their 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.

- (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 act forth herein and are unrelated to the value of the Purchaser's property or premises;
- 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 undertain amount or value of Purchaser's property or others kepl on the premises which may be lost, stoten, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or svert; (B) The uncertainty of the response time of any policing or other municipal service"; (C) The finability to ascertain what portion, if any, of any loss would be proximately caused by Seller's failure to performed by Seller.
- perturned by Scient.

 (iii) Purchaser understands and agrees that if Seller should be found liable for loss of damage due from a failure of Seller to perform any of the obligations herein, including but not limited to instellation, maintenance, monitoring or service or the failure of the System or equipment in any respect whatcovers, Seller's liability shall be limited to One Thousand Dollars (31,000.00) and this liability shall be EXCLUSIVE; and that the provisions of this Section shall apply if loss or damage, irrespective of cause o origin, results directly or indirectly from performance or nonperformance of the obligations imposed by this contract or from negligence, active or otherwise, of Seller, list agents, assigns or employees.
- (iv) In the event that the Purchaser wishes Seller to assume greater liability, Purchaser mey, as a matter of right, obtain from Seller a higher limit by paying an additional amount determined by Soller 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.

- 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 turnish 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.
- 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 ACNOWLEGGES 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 rick 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.
- cuminished by any such loss of 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 offsot 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 latern system is deactivated because of Purchaser's past due batance, and if Purchaser desires to have the system reactivated, Purchaser agrees to pay in advance to Seller a reconnect charge to be tixed 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 dulies and obligations under this Agreement. Purchaser may not assign or permit anyone to take subject to this Agreement without the written consent of the Salier.
- Appeared without the written consent 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 to subcontract any installation and/or services, including monitoring, which it may perform to sellers disclaimes of warranties, maximum liability, iliquidated damages, and third party indemnification, insure to the benefit of and are applicable to any assignees and/or subcontractors of Seller, and that they bird Purchaser with respect to sell deasignees and/or subcontractors with the same force and effect that they bird Purchaser to Seller.
- tors with the same force and effect that they bind Purchaser to Seller.

 10. Default by Purchaser, if the Purchaser (i) falls to make any payment as agreed herein, (ii) casses doing business as a going concern, (iii) becomes insolvent, (iv) makes an assignment for the benefit of creditors, (iv) flees a petition or is the subject for a point inted against Purchaser under the Bankrupticy Act or any amendment thereto, including a petition for reorganization, arrangement or extension, (iv) it any representation, warranty or financial information made or submitted by Purchaser shall be unfrue or unperformed in any satisfact respect, or (vii) defaults hereunder in any other respect, Seller must give Purchaser their (30) days 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 aforeasid promises or any other premises where the property of said Seller may be located for the purpose of renoving the equipment belonging to the Seller; upon the expiration of this Agreement or any encevent can therefore upon the happening of any other contingency sel forth herein, and seller may immediately enter said premises and remove the equipment with or process of law and without liability for damage to person or property arising out as the 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 this Agreement, nor shall the Seller be liable for any normal damago caused to the premises by installation or removal of the supment.
- 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 Indemnity and save harmless Saler 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 elarm 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 sult and reasonable attorney's fees incurred in this indemnity provision.
- 12. Purchaser's Purchase Order. Purchaser acknowledges that if there is any conflict between his 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.
- 3. Indemnification. Purchaser agrees to and shall indemnify and save harmiose Soller, its employees and agents for and against all third party claims, is awaitst and losses arising out of or more claims, its party claims are claims and against all third party claims, is awaitst and losses arising out of or the part of Soller, its agreement by Purchaser to Indemnify Seller against third party claims are employees. This agreement by Purchaser to Indemnify Seller against third party claims as herein above sot forth shall not apply to losses, expenses and ilability resulting in injury or death to third persons or injury to property of third persons, which losses, damages, expenses and liability cocur 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.
- 19. Entire Agreement. This instrument contains the entire agreement between the parties with respect to the transactions described heroin and supersodes all provious negotiations, commitments and writings. It 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 Saller when signed by a Management employee of Saller 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 Alleghamy County. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law principles.

FAX NO. 112/8/2445

29981004 4-28-99 JOB#

P. 3



COMMERCIAL AGREEMENT

	a 44 ph and between Chardian Prot	("Purchaser") for
("Seller") and JENNIFER CONVERTIBLES / 11P sonices to be performed at 814-816 W. NORTH AVENUE. CHICA	("the Premiser").	
The Services (as described below) shall include (check appropriate	boxes):	
the sale and installation of an emergency detection and reporting	g system (the "System"):	
the lease and institution of the System; and for -		
M manitoring services for the System or an existing system.		
The cost and description of the Sys	ilem/Services are as follows:	
DESCRIPTION	COST	
1 - CONTROL PANEL VISTA 20	Installation: NO_CHARGE	
1 - KEYPAD AD-6128	Less Deposit: N/A Balance Duer: N/A	
1 - JIE IN THE EXISTING PARTS	("Subject to Applicable Tax)	
LOT - NON-UNION LABOR, WIRE 6 MISC. PARTS CUSTOMER RESPONSIBLE FOR AC POWER OUTLET, TELE.	Payable as follows:	
SERVICE & PERMIT REES		
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1 (6) Fee Fee Fee Fee	TOTAL MONTHLY CHARGES	\$ 38.00
(10313) 10/	(-Subject to Applicable Tex.)	<u></u>
	SPECIAL CONDITIONS: HILL	
	BILL TO: JENNIFER CONVE	TIBLES INC.
	417 CROSSWAYS PARK DR.	OOD NIRY NY 11191
PLEASE READ THE TERM ON THE FRONT AND BACK OF THIS	s and conditions agreement before signing.	
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HAMILAWENT ACCEPTANCE	Digitiplat Class Types	CN-80-303 July 1990



- Obligation. The Purchaser and Solier 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 aterm 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.
- conguion 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 teast 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 'Delauti By Purchaser' herein. Also this Agreement may be suspended, at Seller's option, should the Purchaser's security equipment become so substantially damaged that turriter service is impracticable.
- impracticable.

 3. Renewal. The term of the Monitoring Services Agreement shall be a way 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" islated 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 season and renew that the tribital 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 notify the Purchaser, in writing, no later than forty-five (45) days before the increase is to take effect. The Purchaser with 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 torty-five (45) days often and resume the previously charged monitoring fees thereby binding the Purchaser to the full term of this Agreement. three (3)
- 4. Return of Equipment. The Purchaser acknowledges that the digital control device and any wireless communication equipment used in conjunction with central station melitoring is the property of Sellar, 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.
- has never upon nonce 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 recalved solely by means of telephonic communication. Seller assumes no liability for interruption of service due to strike, war, riots, floods, lire, 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 phenomens, such as sunspot activity or solar winds.
- Police and Fire Department Connected Alarma. Purchaser acknowledges that if the aig-nais 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 responsi-bility for the manner in which such signals are monitored or the response, if any, to such signals. signe
 - 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 authatniatily damaged that it is impractical to continue service, or in the event that Seller is unable to render service as a result of

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 quantitative thereafter unless otherwise agreed in writing between Seller and Purchaser.
 - (i) Remedy. Seller agrees to correct any defect in workmenship 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. Saller 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 shall expire where 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 contorm to the Equipment ordered by the Purchaser. (B) Seller agrees to furrish 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 full/liment 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.
- 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, afterations 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 assures no liability for damages attibutable 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, attives, riota, force of the elements, acts of God, interruption in utility service, or delay in response time by Minichal Sandres.
- (d) The foregoing Limited Werranties 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 isled 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 AND ANY OTHER IMPLIED WARRANTIES. OF PERFORMANCE.
- (e) The foregoing remedies are the SOLE and EXCLUSIVE remedies on which Pulmay 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 sexultion 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.

(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 prolits, loss or then of eavings or other property, loss of the use of the System or the Premises, cost of substitutes, damage to property, lines or charges levied by Municipal Services, or the claims of third parties.

- (i) It is understood and agreed that Seller is not an insurer; that insurence, 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;
- (I) Purchaser acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a fallure 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 because of, among other things: (A) The uncertain amount or value of stroyed, damaged or others which on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to distect or avert; (B) The uncertainty of the response time of any police, lire 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 performed by Seller. or by fallure of its 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 he provisions of this Section shall apply if loss or damage, insepective of cause or origin, issuits 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, chaser may, as a matter of right, obtain from Seller a higher limit by payli additional amount determined by Seller in view of the increase in damaget such additional obligation shall in no way be interpreted to hold the Seller.
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- Commercial Use Only. Purchaser warrants that the System and services provided by Selles will not be used for personal family or household use. This Agreement is deemed to be

- 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 atam, and to turnish 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.
- crianges, revisions and modifications to the above shall be supplied to Selfer in writing.

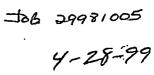
 Change to the System; Cost of Repairs; Additional Protection; Risk of Loss. The cost of any additions, changes and variances in the System; as herein contracted for or as originally installed, made at the request of or made necessary or required by Purchaser's action, or which may be demanded by any governmental agency or insurance interests or inspection and rating bursesus, are to be borne by Purchaser. PURCHASER ACKNOWLEDGES THAT PURCHASER HAS CHOSENERS OF THE PURCHASER ACKNOWLEDGES THAT PURCHASER HAS CHOSENERS OF THE ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTANNED FROM SELLER OVER AND ABOVE THAT PROVIDED MEREN, 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.
- Lets Fees and Interest; Reconnect Charges. If the Purchaser is late with any payment, the Seller, it 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 hersunder is late, Seller may also impose and collect a delinquency charge of 1.25 % per month (15% per anium), or the highest amount allowed under law, whichever is loss, of the amount of the delinquency. If the aliam system is deactivated because of Purchaser's past due balance, and if Purchaser desires to have the system reactivated, Purchaser agrees to apy in advance to Seller a reconnact 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 Salter.
- 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 sorvices, including monitoring, which it may perform. Purchaser acknowledges that this Agreement, and particularly those paragraphs relating to Seller's delacisimer of warranties, maximum liability, liquidated demages, and third party indemnitication, inure to the benefit of and are applicable to any assignees and/or subcontractors of Seller, and that they bind Purchaser with respect to add assignees and/or subcontractors with the same force and effect that they bind Purchaser to Seller.
- tons with the same force and effect that they bind Purchaser to Seller.

 Default by Purchaser. If the Purchaser (I) talis 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) likes a patition or is the subject of a patition field against Purchaser under the Banknuptcy Act or any amendment thereto, including a patition for reorganization, arrangement or extension, (vi) it any representation, warranty or insential 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 thinty (30) days period, the entite 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 aforesald promises or any other premises where the property of said Seller may be located for the burpose of removing intelligence and the seller immediately entering the aforesald promises or any other premises where the property of sail Seller may be located for the burpose of removing intelligence and the seller immediately entering the aforesald promises or any other premises upon the happening of any other contingency sel forth herein, the Seller min department of the seller may long entering the account of the seller may forth derain, the Seller may find without process the seller immediately enter said premises and remove the equipment with or without process and any other premises by the seller and not be considered to the premises of the Seller and not be considered to the premises of this Agreement, nor shall the Seller be liable for any normal damage caused to the premises by installation or removal of its acquipment.
- caused to the premises by institution or removal or 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 indomnify and save harmless Seller against all claims, demands, suits, expenses and demapes 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 Agree.
- Indemnification. Purchaser agrees to and shall indemnity and save harmioss Seller, its employees and agents for and ageinst all third party claims, lawsuits and losses arising out of or in connection with the operation or non-operation of the system or monitoring tealities 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 indemnity 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 Saller 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 ten consent of Seller. Any attempt by Purchaser to assign this Agreement without w concent 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, eigned 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 abetween the parties with respect to the transactions described herein and supersedds all previous negotiations, commitments and writings. If any of the torms or providence 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, Pennsyl varia. Any claim anising out of this Agreement shall be filled in the Court of Common Pleas or 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.

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One of the Attentions Gipup of Companies
GSO Ridge Rood • Pitteburgh, PA 18309 • 412-788-2580

COMMERCIAL AGREEMENT

THIS AGREEMENT Is made thislat day of	, 19 99 by and between Guardian Projection Services, Inc.
services to be performed at 2907. W. Addison, Chicago, II	
The Services (as described below) shall include (check approprieting the sale and installation of an emergency detection and report	
	and observe fare, observe W
The lease and installation of the System; and for	Phone:
(4) monitoring services for the System or an existing system.	
The cost and description of the S	
DESCRIPTION	Installation: NO CHARGE
1 - CONTROL PANEL VISTA 20 1 - KEYPAD AD-6128	Less Deposit: N/A
1 - TIE IN THE EXISTING PARTS -	Balance Due : X/A
LOT - NON-UNION LABOR, WIRE & MISC PARTS	("Subject to Applicable Tax)
CUSTOMER RESPONSIBLE FOR AC POURS OUTLET. TELE.	Payable as follows:
SERVICE & PERMIT FEES	
V NEED to mike sore . Penil Ito	<u> </u>
of elelists and market property	Monthly Lossing Fee
	Monthly Monitoring Fee S. Monthly Open Close Reports
A 1411 for Fil to open it late often	TOTAL MONTHLY CHARGES \$ 18.00
	("Subject to Applicable Tax.)
	SPECIAL CONDITIONS: BILL QUARTERLY -
	BILL TO: JENNIFER CONVERTIBLES, INC.
	417 CROSSWAYS PARK DRIVE, WOODBURY, NY
PLEASE READ THE TER ON THE FRONT AND BACK OF THE	MS AND CONDITIONS 11797 I AGREEMENT BEFORE SIGNING.
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Guardian Protection Services, Inc.	Mother Hiller VI Administration
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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 signate received and to respond thereto. Seller, upon the receipt of a signal from the Purchaser's Premises, shall make every reasonable offort to transmit notification of the alarm promptly to the police, lire 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 falls 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 Agreemant 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's 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.
- 4. Return of Equipment. The Purchaser acknowledges that the digital control device and any wireless communication equipment used in conjunction with central station maniforing is the properly 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.
- 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 alone eignate 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 conflueu. Where radio is used as a means of alarm transmission, Seller shall likewise not be obligated to perform monitoring services when radio recognition is hindered by man-made static, by static of natural causes or by natural phenomena, such as sunspot activity or solar winds.
- 8. Police and Fire Department Connected Alarma. Purchaser acknowledges that if the signals transmitted from Purchasers premises will be monitored in municipal police and/or fire department 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 responsitions of the properties of seller assume any responsitions of the properties of the prope
 - 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 lire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event that Seller is unable to rander service as a result of any action by any governmental authority.

GENERAL TERMS AND CONDITIONS

1. Limited Warrantles for Saller-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 with the commence upon completion of installation and shall expire with the commence 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 the shall expire the state of the shall expire the
 - (i) Remedy, (A) Seller agrees to replace, at its expense, any Equipment that does not contorm to the Equipment ordered by the Purchaser. (8) Seller agrees to turnish 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 fulliment 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.
- normal use.

 (C) Exclusions. The Limited Warranties do not apply to Systems that have been damaged by age not within the Seller's control included but not limited to accident, power surges or brownouts, detactive 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, ricts, force of the stements, acts of God, interruption in utility service, or delay in response time by Municipal Services.
- (d) The toregoing 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 SQLE 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 properly, loss of the use of the System or the Premises, cost of autstitutes, damage to properly, fines or charges levied by Municipal Services, or the claims of third parties.

- (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 sel forth herein and are unrelated to the value of the Purchaser's property or premises;
- Pruchaser'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's property or others kept on the premises which may be lost, stolen, destroyed, damaged or therewise 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). (C) The inability to ascertain the protrion, if any, of any loss would be proximately caused by Setler's failure of its equipment to operate; or (O) The nature of the service to be performed by Setler.
- periormed 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 monperformance of the obligations improsed 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
- 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 property arm the System, and Purchaser shall immediately report in writing any claimed inadequacies in or failure of the
- 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 parlod, and/or be notified in the event of an atarm, 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.
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- Agreement without the winter consent of the sense.

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- tors with the same force and effect that they bind Purchaser to Seller.

 10. Default by Purchaser. If the Purchaser (I) falls to make any payment as agreed herein, (ii) cesses doing business as a going concern. (iii) becomes insolvent, (iv) makes an assignment for the benefit of creditors, (iv) files a petition or is the subject of a petition filed against Purchaser under the Bankuputpy 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) day period, the entire amount due under this Agreement for the balance of the Agreement period shall become immediately due and psyable. In the event of such default the Purchaser hereby consents to the Seller immediately entering the atoresald premises or any other premises where the property of said Seller may be located for the purpose of removing the oquipment belonging to the Seller; upon the expiration of this Agreement or any renewal term thereod, or upon the happening of any other contingency set forth herein, the Seller may immediately enter asid 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, nor shall the Seller be liable for any normal damage caused to the premises by installation or removal of its equipment.
- caused to the premises by institution of removal or its equipment.

 11. Prior Agreements. Purchaser warrants and represents that Purchaser is not under any enforceable agreement with any other party concerning slarm systems of any kind and description installed at the premises, and furthermore Purchaser agrees to indemnify and save harmless Saller 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.
- Indemnification. Purchaser agrees to and shall indemnify and save harmless Seller, its employees and agents for and against all third party claims, leweuits and losses arising out of or in connection with beard upon the competition of the system or monitoring facilities whether the system or Seller, its agreement by the seller was all seller its against serving to employees. This agreement by Purchaser to indemnify Seller against third party claims as herein above sel 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 cocur 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 sald 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 wilton 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, atteration, 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, commitments and writings. If any of the terms or provisions of this Agreement shall be determined to be invalid or inoperative, ail of the remaining terms and provisions that it amends 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.

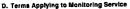
JOB#29981000

4-28-99



COMMERCIAL	ACCEPTACNT

THIS AGREEMENT IS made this 1st day of MAT.	, 19 99 by and bolween Guardian Prote	ection Services, Inc.
(Seller) and _IENNIFER CONVERTIBLES/IN	40(0)	("Purchaser") for
services to be performed at IRO N. WARASH, CHICAGO, IL	_ ("the Promises").	
The Services (as described below) shall include (check appropri	qic boxes):	
I the sale and installation of an emergency detection and repo	ning system (the "System");	
the lease and installation of the System; and for	Shoom	
imonitoring services for the System or an existing system.	Phone:	
The cost and description of the	System/Services are as follows:	
description	COST	
I - CONTROL PANEL VISTA 20	Installation: NO CHARGE	
1 - XEYPAD AD-6128 1 - TIZ IN THE EXISTING PARTS	Loss Deposit: N/A Balance Due's N/A	
LOT - NON-UNION LAROR, WIEZ & MISC PARTS	("Subject to Applicable Tax)	
CUSTOMER RESPONSIBLE FOR AC POWER DUTLET, TELE,	Payable as follows:	
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	Monthly Monitoring Fee	\$
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GUARDIAN PROTECTION SERVICES, INC.	PURE MICH TELEBOOK VI	administrati
Ву:	By: ALTERNATION SIGNATURE	
THE PARTY NAMED AND PARTY.	PRINGUAL GUARRITY(ES)	EILOP(82) Res 176



- Obligation. The Purchaser and Seller agree that Seller's only obligation under the Monito ing Service portion of this Agreement shall be to monitor signals received and to respons thereto. Seller, upon the receipt of a signal from the Purchaser's Premises, shall make ever reasonable eifort to transmit notification of the alarm promptly to the police, like or othe authorities and/or the person or persons whose names and telephone numbers are set for in the "Responsible Party Data", unless there is just cause to assume that an emergenc condition does not exist.
- conciuon does not exist.

 2. Termination. In the event that the Purchaser falls or refuses to make payment for services turnished 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's 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 immortificable.
- impracticable.

 3. Renewal. The term of the Monitoring Services Agreement shall be apply 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 green with the provided that same terms and conditions for successive periods of green with the provided that self-end will not the provided that Selfer may reached the increase with have twenty (20) days from the date notice is received to withfraw from this Monitoring Services Agreement, provided that Selfer may reached the increase within such forty-five (45) days period and resume the previously charged monitoring fees thereby binding the Purchaser to the full term of this Agreement.
- Ratum 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.
- Suiness notary upon routes under actionates. 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, riota, 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 writle interruption of service due to any such cause shall prevail or continue. Where radio is used as a means of atam 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 signate 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.

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 sha commence upon completion of installation and shall explor stand (30) start 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.
- 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 a shall commence upon the completion of installation and shall expire a shall commence upon the completion of installation and shall expire a shall commence upon the completion of installation and shall expire a shall commence upon the completion of installation and shall expire a shall commence upon the completion of installation and shall expire a shall
 - (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 delective 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 reinstail, 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 batters, buse, lack of proper maintenance, atteractions not authorized on the new section of the proper maintenance, atteractions not authorized on the new sections of the selements or acts of God. Section of the selements or acts of God. Section of the selements of the selements or acts of God. Section of the selements of 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.
- Of 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 expless 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 SQLE and EXCLUSIVE remedies on which Purmay rely and are not cumulative with any other remedies otherwise provided by law.
- Procedure. The Purchaser is obligated to deliver to Sallor, 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 tasts 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 appeals to 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 less of prollis, loss or their 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.

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

 (ii) Purchaser acknowledges that it is impractical and extremely difficult to fix the actual damages, it 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'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 evert; (8) The uncertainty of the response time of any police, life or other municipal service ("Municipal Service"); (C) The inability to ascertain what portion, if any, of any loss would be proximately caused by Sellars failure to perform or by failure of its equipment to operate; or (b) The nature of the service to be performed by Seller.
- performed by Seler.

 (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.
- uponts, assigns or employees.

 (iv) in the event that the Purchaser wishes Seller to essume greater liability, Purchaser may, as a matter of right, obtain from Seller a higher limit by paying an edditional 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 and immediately.
- Commercial Use Only. Purchaser warrants that the System and services provided by Setter 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 sulhorized to entire or remain on the premises of Purchaser during the regularly scheduled closed period, and/or be notified in the event of a starm, and to turnish Seller with a written daily and hollday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to Seller in writing.
- changes, revisions and modifications to the above shall be supplied to Seller in writing.

 Chenge 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 therests or inspection arting bureaus, are to be bome by Purchaser. PURCHASER ACKNOWLEDGES THAT PURCHASER HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM SELLER OVER AND ASOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO PURCHASER. All risk of loss or damage to the System shall be bome exclusively by Purchaser whose obligations hereunder shall not be diminished by any such loss or damage.
- commissed by any such ross or carages. 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 offsat 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 % par month (15% per annum), or the highest amount allowed under law, whichever is less, of the amount of the delinquency. If the slarm system is describated because of Purchaser agrees due balance, and if Purchaser desires to have the system reactivated, Purchaser agrees 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.
- Agreement wirrout one written consens of the sensit.

 Assignees/Subcontractors of Seller. Sellor 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 Sellers 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 Soller.
- tors with the same force and effect that they bind Purchaser to Soller.

 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 field against Purchaser under the Bankruptcy Act or eny amendment thereto, including a petition for reorganization, arrangement or extension, (vi) if any representation, warranty or financial information made or submitted by Purchaser was the submitted of the purchaser was the such default is not cured within such thinty (30) days written notice of such default, and if such default is not cured within such thinty (30) days 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 add Seller may be located for the purpose of removing the equipment belonging to the Seller; upon the explication of this Agreement or any renewal form thereon, 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 laws and possible. Removal of the equipment by Seller shall not be considered to constitute a waiver of any of the fights under the terms of this Agreement, nor shall the Seller be lable for any normal damage caused to the premises by finalstation or removal of the equipment.
- caused to the premises by installation of 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 Selfer against all claims, demands, suits, expresses 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 feas, for the defense of any such claim or suit and reasonable attorney's feas, including reasonable attorney's feas, to the defense of any such claim or suit and reasonable attorney's feas 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.
- ment.

 Indemnification. Purchaser agrees to and shall indemnify and save harmless Seller, its employees and agents for and ageinst all third party claims, lawsuits and losses arising out of or connection with the operation or non-operation of the system or montoring tacilities whether these claims be based upon alleged intentional conduct, or active or passive negligence on the part of Seller, its agents, servents or employees. This agreement by Purchasor to Indemnity Seller against third party claims as herein above set forth shall not apply to Iosses, expenses and liability resulting in Injury or death to third persons or injury to properly of third persons, which losses, damages, expenses and liability occur while an employee of Seller is on Purchasor's premises and which losses, damages and illability 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.
- 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.
- 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.
- eignice by the party to de focure, and, in the case of cetter, approved by an officer of cetters. Entire Agreement. This instrument contains the entire agreement between the parties with respect to the transactions described heroin and supersedes all provious 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 Pittaburgh, Pennsylvania. Any claim arising out of this Agreement shall be filled 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 29981006



4-27-99

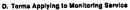
One of the Armstrong Group of Companies 850 Ridge Road • Pitteburgh, PA 18205 • 412-788-2580

COMMERCIAL A	GREEMENT		
THIS AGREEMENT is made this _1ST day of _MAY	19 99 by and between Guardian Protec	ction Services, Inc.	
("Seller") and JENNIFER CONVERTIBLES/IVH		("Purchaser") for	
services to be performed at 701 N. MILWAUKEE AVENUE, VER	NON HILLS, IL 60061	_ ("the Premises").	
The Services (as described below) shall include (check appropriate	e boxes):		
The sale and installation of an emergency detection and reportion	ng 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 Sy	stem/Services are as follows:		
DESCRIPTION	COST		
1 - CONTROL PANEL VISTA 20	Installation: NO CHARGE		
1 - KEYPAD AD-6128			
1 - TIE IN EXISTING PARTS	Balance Due*: _N/A		
LOT - NON-UNION PARTS, LABOR, WIRE, & MISC	(*Subject to Applicable Tax)		
CUSTOMER RESPONSIBLE FOR AC POWER OUTLET, TELE.	Payable as follows:		
SERVICE & PERMIT FEES			
1 - PORTABLE PANIC (AS REQUIRED)			
1 - FIXED PANIC (AS REQUIRED)	Monthly Leasing Fee	<u> </u>	
	Morning Mornioning 100	\$	
	Indiany Operations inspects	\$ 38.00	
	101/12 1101111121 011111121	38.00	
	(*Subject to Applicable Tax.)		
	SPECIAL CONDITIONS: BILL	QUARTERLY	
	BILL TO: JENNIFER CONVER		
	417 CROSSWAYS PARK DR, WO	ODBURY, NY 11/9/	
PLEASE READ THE TERM ON THE FRONT AND BACK OF THIS	NS AND CONDITIONS AGREEMENT BEFORE SIGNING.	_	
A. Terms Applying to installation of Equipment	. Terms Applying to Lease		
Purchaser sulherizes and empowers Seller to install or cause to be installed the protective Purchaser sulherizes and empowers Seller to install or cause to be installed the protective Purchaser sulherizes and empowers Seller to install or cause to be installed the protective.	Purchaser is the owner, occupant, or tassee of the Premi Purchaser shall provide Setter with proof of status.	ises noted in this Agreement	
bon shall be performed on weekdays only unless the Purchaser directs otherwise, in which case, the Purchaser harsby agrees to pay Seller any resulting increased cost for installating control of the installation due to any trade	Purchase hereby tesses the Equipment from Seller for a periphis period commencing with the completion of installation of	d of equipment. months.	
A. Terms Applying to installation of Equipment: 1. Purchaser authorities and empowers Seller to install or cause to be installed the projective system set sorth on the Schedule of Projective. Purchaser agrees that the work of installation and to performed on weekdays, only unless the service of installations and the performed on weekdays, only unless the year projection increased cast for installation. Should Seller be forced to subconfrict any portion of the installation due to any trade to the projective of	 Purchaser agrees to pay any "Labor" or "Installation" charges pay the "Total Monthly Charges" noted above. 	listed in this Agreement and to	
sary fapairs or changes to Purchaser's premises, as requested by Saller, to facingte the installation and operation of the System, Any error or omission in the construction or installation of System, must be called to the altertion of Seller, in writing, within thirty (30)	4. It is agreed by the parties that this Contract will automatically	renew itself for a period equal	
days after completion of the installation. Otherwise, the installation shalf be deemed totally salistactory to and accepted by Purchaser. Seller assumes no liability for delay in estallation of the eminment. Or for interruption of service due to strikes, nots, lioops, atoms.	4. It is agreed by the parties that this Contract will automatically to the initial farm of this Agreement and will keep renewing time, upless pilor to the explication of this Contract, Purchas of expiration. This notice must be given at feet they 100 to Time is of the essence with regard to such termination notice.	er or Seller gives written notice lays before the expiration date.	
earthquakes, lires, power failures, insurrection, interruption or unavailability of takephone service to Purchaser while interruption of service due to any such cause may continue.	6. Purchaser authorizes and empowers Seller to maintain and	d service the aloresaid system	
face lack, it for any reason Seller is unable to install this apulpment, such will be installed	ellarm projection, Purchaser will hoully Seller in writing of any or agency. Repairs necessitated by ordinary wear and lear a project of the purchase was a project of the purchase was a project or project of the purchase was project or projec	change in its lire rating bureau that! be at Seller's expense and eceipt of notice by Seller from	
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 Beller should not obscuss of	Purchaser. All necessary inspections and feets which may be shall be performed between the hours of 9:00 a.m. and 5:00 a.m.	e required on the bart of Seller p.m. on a regular business day. afters solely to the maintenance	
by the appropriate (elephone company and biled directly to fruchaser. Purchaser has the stimative duty to inform Selfer, prior to beginning of the installation of the Courament, of every location at the premises where Geller should not (because of concaled obstructions or hazards such as to person, where dealer should not (because of concaled obstructions or hazards such as topics, where or subsets) elect of diff hodes. Unless so notified, Selfer will determine where to diff hodes and observed equipment. Selfer will cause any concaled pipes, where or selfer will cause any concaled pipes, where or selfer will cause any concaled pipes, where or selfer will cause spatial be the Purchaser's sole expense and responsibility. If as bestors or dinher health hazardoup malerial is encountered by Purchaser's sole expense and responsibility. If as bestors or dinher hazardoup malerial is encountered by the purchaser's sole expense and responsibility. If as bestors or dinher hazardoup malerial control of the purchaser's sole expense obtained clearance for which no pose any danger to Selfer's person-our meteral control selfer is person-our meteral control selfer in the person of their nezerodous material or to the handling or disposing of asbestor or any other hazardous material.	I me is of the essence with region to such as a sesence with control of the contr	bligated to insure the operation rly or the property of others to	
and any resulting damaged walls, ceiling thoors or furnishings shall be the Purchaser's sole expense and responsibility. It aspesses or other health hazardous malenal is encountered expense and responsibility. It aspesses or other health hazardous malenal is encountered the results and the programment. Selfer will cease work until Purchaser has at	 Purchaser acknowledges and agrees that this Agreement is that except as hereinalter provided, the major components and lended to transmitters, detaction devices, bell boxes. 	for the providing of service and installed herein, including, but and controls shall at all times	
Purchaser's sole expense obtained clearance from a licensed asbestos removal or hazerd- ous material contractor that conjunction of work will not pose any danger to belief person- ous material contractor that conjunction of work will not pose any danger to belief person-	remain the sole property of Saller. Upon the expiration of this as herein set lorth, Seller is authorized to saler upon the	Agreement or upon any detault premises of Purchaser and to be responsible for redecorating	
other hezardous material or b) the handling or disposing of sabestos or any other hezardous material.	the premises of Purchaser aller the removal of such equip- equipment shall be without prejudice to the collection of at	ment. Removal of Seller owned ny and all sums due under the shall, in such event, return the	
	and Seller owned soupment to Seller in good condition.	reasonable wear and tear ex- title to all of the nonrecoverable	
 The System shall remain the personal property of clear that they paid the personal property of clear that they personal acts which may be necessary to assure the relention of title to the System by Setter. Should Purchaser default in any payment for the relention of title to the System by Setter. 	end the labor for the installation of the system shall wast in the toregoing, during the term of this Agreement, Purchas the toregoing, during the term of this Agreement, Purchas	the Purchaser, Notwithstanding ler will not damage, encumber, mis the austem to be damaged.	
system or any peri, then Pytraster authorizes an entitled by Seller, shall not be deemed a or any part from the Premises. Such removal, it made by Seller, shall not be deemed a waiver of Seller's night to damages that Seller sustains as a result of Pytrasser's default.	encumbered, taken from the premises, tempered with or re- authorized agent of Seller. In the event of loss or deep authorized agent of Seller.	paired by anyone who is not an to any portion of this system.	
and Seller shall have the right to enforce any other state. In the continue condition, or redecorate 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 dataut in	or the replacement or repair of the Seller owned equip- purchaser's premises. Purchaser agrees that the installation	ment or the installation on the of the Seller owned equipment equipment	
B. Terms Applying to Sale 1. The System shall remain the personal property of Seler until July paid for in cash by Promises and Purchaser agrees to perform all acts which may be necessary to assure the Purchaser and Purchaser agrees to perform all acts which may be necessary to assure the evaluation of the System of System of the System of System of the System of System	8. Purchaser acknowledges and agrees that the Agreement is that except as hereinflitted protection that except the hereinflitted protection of the components of the control of this as herein set identify. Select is subholized to shiet upon the expression of this as herein set identify. Select is subholized to shiet upon the remove and the control of the control	ince the control	
paid has the right to assert a claim against your property. Under law, you hay protect yourself against such claims either by liting with the court a "No Len Agreement" or a yourself against such claims either they liting with the court a "No Len Agreement" or a yourself against such claims either which will be stated where your property is located.			
payment of the service of the servic			
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 and the contractual objections in the Purchaser as as forth in this Arrisement.			
BY SIGNING THIS AGREEMENT PURCHASER ACKNOWLEDGES THAT THE SYSTEM IS ONLY A	THAT SELLER HAS MADE NO REPRESENTATION OF WARRA RELIED ON ANY REPRESENTATION OF WARRANTIES, EXPRE	NTIES NOR HAS PURCHASER ESS OR IMPLIED, WRITTEN OR CKNOWLEDGES THAT HE MAS	
BY SIGNING THIS AGREEMENT PURCHASER ACKNOWLEDGES THAT THE SYSTEM IS ONLY A DETERRENT AND IS NOT TO BE CONSIDERED AS A SUBSTITUTE FOR INSURANCE AGAINS 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 ON DAMAGET OF PURCHASER'S PREMISES ON TO STIS CONTENTS!	THAT SELLER HAS MADE NO REFRESENTATION OR WARRA RELIED ON ANY REPRESENTATION OR WARRANTIES, EXPER ORAL, EXCEPT AS SET FORTH MERGIN; AND PURCHASER A READ AND UNDERSTANDE THE PARAGRAPHS OF THIS AGR PARAGRAPHS WINCH SET FORTH SELLEN'S OBLIGATION AN EVENT OF ANY LOSS OR DAMAGE TO PURCHASER.	EEMENT, ESPECIALLY THOSE ID MAXIMUM LIABILITY IN THE	

PURCHASER

By: AUTHORIZED SIGNATURE

GUARDIAN PROTECTION SERVICES, INC.



- 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.
- Cumunum does not exist.

 2. Termination. In the event that the Purchaser falls or refuses to make payment for services turnished 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 lixed 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 sot 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.
- impracticable.

 3. Renewal. The term of the Monitoring Services Agreement shall be describe its observation of the Monitoring Services Agreement of 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 supersy 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. Time is of the essence with regard to such termination notice. This Agreement is subject to increases in the amount of the monitoring tess, in the event an increase in monitoring fees will occur. Selier 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 increases 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.
- Susiness nours upon notice to the PURCHASET.

 Interruption and Communications. Satier shall not be obligated to perform any monitoring service hereunder during any time when the Purchaser's telephone system shall not be working aince signate to Satier are received solely by means of telephonic communication. Satier assumes no liability for interruption of service due to strike, war, riots, floods, fire, winds, anow, natural causes or any other causes beyond the control of Satier 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 provaid or continue. Where radio is used as a means of alarm transmission, Seller shall likewise not be obligated to perform monitoring services when radio recognition is hindered by man-made static, by static of natural causes or by natural phenomena, such as sunspot activity or solar winds.
- 8. 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, I any, to such.
- 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 catestrophe, 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.

1. Limited Warranties for Seller-Installed Systems

- 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 the standard standard warranty shall commence upon completion of installation and shall expire the standard shall e
 - (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 thereafter unless otherwise agreed in writing between Seller and Purchaser. One (1) 4244
 - (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 delective in workmanship or material under normal use within the limited equipment warranty period. Seller may use reconditioned parts in tutiliment 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
- (c) Exclusions. The Limited Warranties do not apply to Systems that have been damaged by acts not within the Setter's centrel included but not limited to socident, power surges of brownouth surface of discharged batteries, abuse, lack of proper maintenance, alterious to surface of the surface of the set of God. Service calls which do not involve delective workmaship or materials are not covered under the Limited Warranties. Further, Setter 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, torre of the elements, acts of God, interruption in utility service, or delay in response time by Municipal Services.
- Of Minicipal Centres.

 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 of implied. SELLER EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTA ABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER IMPLIED WARRANTIES, ARISING THROUGH TRADE UBAGE, COURSE OF DEALING OR COURSE AND THE OTHER MEDICED WARRANTIES.
- (e) The foregoing remedies are the SOLE and EXCLUSIVE remedies on which Pumay 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 profils, loss or their of savings or other property, loss of the use of the System or Premisea, cost of substitutes, damage to property, lines or charges levied by Municipal Services, or the claims of third parties.

- (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 tix the actual damages, if any, which may proximately result from a fallure 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 evert; (B) The uncertainty of the response time of any police, fire or other municipal service ("Municipal Service"); (C) The inability to accertain what portion, if any, of any loss would be proximately caused by Selfer's failure to perform or by failure of its equipment to operate; or (D) The nature of the service to be performed by Selfer. or by failure of its performed by Seller.
- (iii) Purchaser understands and agrees that if Selier should be found liable for loss of damage due from a failure of Selier to perform any of the obligations herein, including but not fimited to installation, maintenance, monitoring or service or the failure of the System or equipment in any respect whatsoever, Selier'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 morperformance of the obligations imposed by this contract or from negligence, active or otherwise, of Selier, 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
- 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 engineers.
- 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 unacheduled 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 turnish Seller with a written adaly and holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to Seller in writing.
- 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 ACKNOWLEGGES THAT PURCHASER HAS CHOSEN TESTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY 3E OBTAINED FROM SELIER OVER AND ABOVE THAT PROVIDED MEREIN, 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.
- Idminished by any such loss of 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 delinquancy 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 describated bacaus of Purchaser agrees to be planted, and if Purchaser desires to have the system reactivated, Purchaser agrees to pay in advance to Seller a reconnect charge to be liked 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.
- Assignee/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 sarvices, 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, mure to the benefit of and are applicable to any assignees and/or aubcontractors of Seller, and that they bim Purchaser with respect to seld assignees and/or subcontractors with the same force and effect that they bind Purchaser to Seller.
- tors with the same force and effect that they bind Purchaser to Soller.

 10. Default by Purchaser. If the Purchaser (i) fails to make any payment as agreed herein, (ii) cases doing business as a going concern, (iii) becomes insolvent, (iv) makes an assignment for the benefit of creditors, (iv) files a petition or is the subject of a petition filed against Purchaser ander the Bankruptcy Act or any amendment thereto, including a petition for reorganization, arrangement or extension, (iv) if any representation, warranty or financial information made or submitted by Purchaser shall be untrue or unperformed in any material respect, or (vii) defaults hersunder in any other respect, Selfer must give Purchaser thinty (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 Selfer immediately entering the storesaid premises or any other premises where the property of said Selfer may be located for the purpose of removing the equipment belonging to the Selfer, upon the expiration of this Agreement or any renewal term thereof, or upon the happening of any other contingency set forth herein, the Selfer may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to person or property affsing out of such entity or taking of possession. Removal of the equipment by installation or removal of its equipment to remove and the selfer or any normal damage caused to the premises by installation or removal of its equipment.
- The Agreements Purchaser warrants and represents that Purchaser is not under any enpriceable 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, auts, expenses and demages 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 oncerning any such alarm systems of every
 kind and description. Purchaser will pay all sald sums, including reasonable attorney's fees,
 for the defense of any such claim or auti and reasonable attorney's fees incurred in the
 enforcement of this indemnity provision.
- Purchaser's Purchase Order. Purchaser scknowledges that if there is any conflict between this Agreement and Purchaser's purchase order or any other document, bits Agreement govern, whether such purchase order or other document is prior or subsequent to this Agree-
- Indemnification. Purchaser agrees to and shall indemnity 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 nogligence on the part of Seller, its agents, servants or employees. This agreement by Purchaser to indemnity Seller against little 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 properly 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 eliability 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 it ten consent of Seller. Any attempt by Purchaser to assign this Agreement without consent of Seller shall be invalid.
- Modification of Terms. No understanding, promise, representation, waiver, alteration, or m fication purporting to change this Agreement shall be blinding unless evidenced in writinghed by the party to be bound, and, in the case of Seller, approved by an officer of Seller.
- organism of the party to be dound, and, in the case of Seleri, approved by an officer of Seller,
 17. Entire Appresement. This Instrument contains the entire agreement between the parties with
 respect to the transactions described herein and supersedes all provious negotiations, commitments and writings. It 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 srising out of this Agreement shall be filled 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 29981007 4-27-99

COMMERCIAL	AGREEMENT
THIS AGREEMENT Is made this <u>1ST</u> day of <u>MAY</u>	, 19 99 by and between Guardian Protection Services, Inc.
("Seller") and JENNIFER CONVERTIBLES/IL	("Purchaser") for
services to be performed at 16901 TORRENCE AVENUE, LAI	NSING, IL 60438 ("the Premises").
The Services (as described below) shall include (check appropri	
the sale and installation of an emergency detection and repo	
	italy system tale System /,
the tease and installation of the System; and /or	Phone:
monitoring services for the System or an existing system.	, F110116
The cost and description of the S	System/Services are as follows:
DESCRIPTION_	COST
1 - CONTROL PANEL VISTA 20	Installation: NO_CHARGE
1 - KEYPAD AD-6128	
1 - TIE IN THE EXISTING PARTS	Balance Due*: N/A
LOT - NON-UNION LABOR, WIRE & MISC PARTS CUSTOMER RESPONSIBLE FOR AC POWER OUTLET, TELE,	(*Subject to Applicable Tax) Payable as follows:
SERVICE & PERMIT FEES	
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 1179
DI BACC DEAD THE TEL	
PLEASE READ THE TER ON THE FRONT AND BACK OF THE	S AGREEMENT BEFORE SIGNING.
A. N Restricted to testallation of Equipment	C. Terms Applying to Lease
A Terms Applying to Installation of Equipment 1. Purchase authorizes and empowers Sailer to Install or cause to be installed the protective system set tenth on the Schedule of Protection. Purchaser agrees that they work of protection in the purchase of the protection of the protec	 Purchaser is the owner occupant, or lessee of the Premises noted in this Agreement, Purchaser shall provide Seller with proof of status.
iton shall be performed on weakdays only unless the Purchaiser diseas altonwee, in which case, the Purchasor handly agrees to pay Seller any resulting increase cost for installation. Should Seller be forced to supcontact any portion of the hastellation due to any trade up. Should Seller be forced to supcontact any portion of the hastellation due to any trade	Purchaser hereby leases the Equipment from Seller for a period of
by Purchaser. Purchaser authorizes use of electrical outlois required and notessary current through his meter, at his expense. Purchaser shall, at his own expense, make any nocest through his meter, at his expense, Purchaser shall, at his own expense, make any nocest through his meter, at his expense of the state of	 Purchaser agrees to pay any "labor" or "installation" charges listed in this Agreement and to pay the "Total Monthly Charges" noted above.
institution of the System. Any error or omission in the construction or install taken to the System must be called to the allegator of Seller, in writing, within thirty (30) does not replace to the seller of the system must be called to the allegator of Seller, in writing, within thirty (30) does not constitute the installation of the system of the s	4. It is agreed by the parties that this Contract will automatically renew asolf for a period equal to the initial form of this Agreement and will keep renewing uself for the same periods of
salistactory to and accepted by Purchaser. Soller assumes no liability for delay in installa- tion of the equipment, or for interruption of service due to strike, tiots, tiods, storms, authorates, tives power righters interruption, interruption or unavailability of telephone	4. It is agreed by the parties that this Contract will automatically renew soft to a period equal to the Indial form of this Agreement and will keep renewing used for the same periods of time, unless prot to the expiration of this Contract, Purchaser or Salter mass written notice of appraision. This notice must be given at loast thinty (30) days before the expiration date times is of the assence with regard to such termination notice.
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 inter-	This is of the observed with regard to sent refination that. S. Purchaser authorizes and empowers Soller to maintain, and service the aloresaid system and to make any Accessory Inspections, tests and repairs as required. In the case of the salary professory inspections, tests and repairs as required. In the case of the salary services are salary to the salary salary tests and the salary tests and the salary tests and the salary tests are salary tests. The salary tests are salary tests and the salary tests of the salary tests are salary tests and the salary tests of the salary tests are salary tests and the salary tests are salary tests. The salary tests are salary tests and the salary tests are salary tests and the salary tests are salary tests. The salary tests are salary tests and the salary tests are salary tests and the salary tests are salary tests.
 There may be a one time installation fee to install the necessary telephone company inter- tocs pick. If for any reason Seller is unable to enstall the sequelement, such will be installed by the appropriate telephone company and blind directly to Purchaser. 	elarm projection. Purchaser well notely Soller in willing of any change in its tip miling bureau or gooncy. Repairs necessitated by ordinary wear and tear shall be in Seller's expedite and shall be partermed as soon as reasonably possible after receipt of notice by Seller from the partermed as soon as reasonably possible after receipt of notice by Seller from the parter by Sel
Purchaser has the atternative duty to inform Select, prior to bollmaning of the instantance of the Equipment, of every location at the promises where Solider should not (because of the Equipment, of every location at the promises where or assessed obstructions or hazards such as pipes, wirds or assessed outside of cities and contained solider and contained solider and contained soliders.	shall be performed between the hours of 9:00 s.m. and 5:00 p.m. on a regular business day purchaser acknowledges that Seller's collegation bereunder reters solely to the maintenance purchaser acknowledges that Seller's collegation bereunder reters solely to the maintenance.
Drieds so neptied, Select will be determine where it in these such has no means of delan- lake reasonable productions to avoid conceased obstructions, but has no means of delan- mining with containty if they exist. Any cost incurred to repair any conceased pipes, wires or	of the System or to maintain or service Purchasor's property or the property of others to which Sollar's system is connected.
by the appropriate telephone company are builded as the profession of the hestalization of the telephone of	which Solita's system is connected. Purchaser autosystemy and spress that this Agreement of to the providing of service and had paced as havefalter provided, the mojor components installed hereat, including, but not infinited to transmitter, detection devices, bell bases and controls shall at all times remain the soil property of Seiler. Upon the optication of this Agreement of upon any default services all of the Seiler owned organization of the exponential property of Seiler. Upon the optication of this Agreement of upon any default services all of the Seiler owned organization of such coupment. Removal of Seiler owned organization of the exponential predoctant his premises of Purchaser allot (the semantic owned the premises of Purchaser allot (the semantic owned the premises of Purchaser shall in such rown, return the soil seller upon complete on the semantic owned the s
Purchasors sole expense obtained clearance from a licensed asbestos removal of hazero- ous material contractor that continuation of work will not pose any danger to Soller's person- cal to be assessed to the person of the person of a proposite of hidden asbestos or	remain the sole property of Seller. Upon the expiration of this Agreement or upon any default as herein set form. Seller is guithorized to enjoy upon the premises of Purchaser and its series of the Seller is guithorized. Seller shall not be responsible for redoccrating
other hazardous material or by the handling or disposing of asbestos or any other hazardous material.	the premises of Purchaser after the removal of such equipment. Removal of Seller owned equipment shall be without prejudice to the colocition of any and all sums due noted the entire contract or extensions or removals thereof. Purchaser shall, in such event, return the
B. Terms Applying to Sale 1. The System shall remain the personal property of Seller until turly paid for in cash by	sold Seller owned equipment to Seller in good condition, reasonable wear and test ex- capled. Upon completon of the temoval of the traintiation, title to all of the nonrecoverable oculpment, material, supplies, including but not limited to wife, gable, led conduit, screens
Purchaser, and Purchaser agrees to perform all acts which may be decastary to assure the relection of the to the System by Seler. Should Purchaser detault in any payment for the system or any part, then Purchaser authorizes and empowers Seller to Jamese the System.	and the labor for the installation of the system shall yest in the Purchasor, forwinstanding the term of the Aprendent, Purchasor will not damage, or normal tamper with bridgess of any portion of this system or permit the system to be damaged.
8. Terms applying to Sare 1. The System shall remain the personal property of Saller until help paid for in cash by Purchaser, and Purchaser, agrees to partion all has which may be hecked to leave the retention of the person of the perso	enclumbared, taken from the premises, temperod with or reputed by shytone with its net as suthorized agent of Seller. In the event of loss or damage to any portion of this system whether owned by Soller or Purchaser, purchaser agrees to pay Soller the responsible value.
same in the event of the System or any part is removed as a sesuit of Purchaser's colour in payment. Hisk of loss of the System, or any part of the same, shall pass to Purchaser upon	Purchaser's premises, Purchaser agrees that the installation of the Sollar owned aquement does not create a lixium to Purchaser's premises as to that equipment.
2. Under the Mechanic's Lien Law, any person who helps to improve your property and is not not have the right to assert a claim against your property. Under law, you may grotect	
 Under the Mechanics Lien Law, any person who helps to improve your property and is not paid has the right to essent a claim against your property. Under law, you may protect yournoil against such claims other by himp with the court a "No Lien Agreement" or a payment bond, depending upon the law of the state where your property is because. 	
 Purchaser agrees to keep the System luby insured while tigo is retained by South. Insurance with be for loss by tire, theft, or any course, and the isted benchiciaries will be both Seller and Purchaser, with any loss payments being made pro-Tale to each party according 	
3. Purchaser agrees to keep the System laby insured while the is reliched by Seller. The purchase with both the control of the system of the system and the state demolitation will be being purchase with the being the system of the system will not release of the system of the system will not release or end the control obligations of the Purchaser as two from in this system will not release or end the control obligations of the Purchaser as set from in this system will not release or end the control obligations of the Purchaser as set from in this system.	
ACKNOWLEDGMEN	IT 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 AGARST LOSSES CAUSED BY FIRE, THEFT, BURGLARY OR OTHER CAUSE, PURCHASER FURTHER ACKNOWLEDGES THAT SELLER IS NOT AN INSURE: THAT PURCHASER ASSUMES ALL RISK FOR LOSS OR DAMAGE TO PURCHASER'S PREMISES OR TO 113 CONTENTS.	THAT SELLER MAS MADE NO REPRESENTATION OR WARRANTIES NOR HAS PURCHASE RELIED ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, WHITTEN OF GRAL, EXCEPT AS EST FORTH MEREN, AND PURCHASER ACKNEWN, ESPECIALLY THOSE READ AND UNDERSTANDS THE PARAGRAPHS OF THIS CARREMENT, ESPECIALLY THOSE PARAGRAPHS, WHICH SET FORTH SELLER'S DELEGATION AND MAXIMUM LIABILITY IN TH
ACKNOWLEDGES THAT SELLER IS NOT AN INSURER: THAT PURCHASER ASSUMES ALL RISK FOR LOSS OR DAMAGE TO PURCHASER'S PREMISES OR TO ITS CONTENTS:	READ AND UNDERSTANDS THE PARAGRAPHS OF THIS AGREEMENT, ESPECIALLY THOS PARAGRAPHS WHICH SET FORTH SELLER'S DELIGATION AND MAXIMUM LIABILITY IN THI EVENT OF ANY LOSS OR DAMAGE TO PURCHASER.
GUARDIAN PROTECTION SERVICES, INC.	EVENT OF ART COSS ON DARBORE TO FOREIGN
——————————————————————————————————————	PURCHASER
Ву:	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 eithor to transmit notification of the aterm promptly to the police, life 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.
- Community of the second state of the purchaser falls 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 lixed 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.
- Impracticable.

 3. Renewal. The term of the Monitoring Services Agroement shall be describt years from the date service is to be provided under this Agreement or the date this Agreement is signed by Purchaser, with ever is later. Purchaser agrees to pay the "Total Monthly Charges" listed on the reverse. This Agreement is all automatically, without action by slither party, extend and renew itself under the same terms and conditions for successive periods of exempts and renew itself under the same terms and conditions for successive periods of exempts and renew itself under the same terms and conditions for successive periods of exempts and the conditions of the other at least thirty (30) days written notice prior to the expiration date. Time is of the seance with regard to such termination nodes. This Agreement is subject to increases in the amount of the monthoring less. In the event an increase in monitoring fees will occur, Selfer will notify the Purchaser, in writing, no later than forty-live (45) day 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 Selfer may resolad the increase within auch forty-five (45) day period and resume the previously charged monitoring less 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 maniforing 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.
- Business nours upon nouce to the runclesser.

 Interruption and Communications. Seller shall not be obligated to perform any monitoring service hersunder during any time when the Purchaser's telephone system shall not be working since signals to Sallor are received celey 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 continuo. Where radio is used as a means of alarm transmission, Seller shall likewise not be obligated to perform monitoring services when radio recoption 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 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 of the manner in which such signals are monitored or the response, if any, to such \$3 \(\Ondersign \) on \$C.\(\Ondersign \).
 - 7. Suspension of Cancellation of this System. This Agreement may be suspended or cancelled, without notice at the option of Seiler, il Seiler'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 Seiler is unable to render service as a result of any action by any governmental authority.

GENERAL TERMS AND CONDITIONS

1. Limited Warrenties 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 warrants whereaster unless otherwise agreed in writing between Seller and Purchaser.
 - unisso cincrwise agrees to writing potwern seller and runchaser. One (1) Yeardy. 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 of the Purchaser, and will be free from defects. The Equipment Warranty shall commerce upon the completion of installation and shall express the resulter unless otherwise agreed in writing between Seller and Ppurchaser.
 - (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 uses.
- (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, siterations not authorized by Seller, misapplication, force of the elements or acts of God. Service scalts 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, lorce 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 Seiler, are made only in the event that Seiler has installed its system or to the extent that Seiler has replaced parts of a non-Seiler system, and are in ligu of all other warranties whether express or implied. SELLER EXPRESSLY DISCLAIMS THE IMPLIEO WARRANTIES OF MERCHANTABILITY, ITHESS FOR A PARTICULAR PURPOSE AND ANY OTHER IMPLIEO WARRANTIES. ARISING THROUGH TRADE USAGE, COURSE OF DEALING OR COURSE OR COURSE OF DEALING OR COURSE OR COURSE OF DEALING OR COURSE OR COURSE
- (a) The foregoing remedies are the SOLE and EXCLUSIVE remedies on which Purchases 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 theil of savings or other property, loss of the use of the System or the Premises, cost of authstitutes, damage to property, fines or charges levied by Municipal Services, or the claims of third parties.

- (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 fallure to perform any of the obligations heroin, 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 flable for loss of damage due from a failure of Seller to perform any of the obligations herein, including but not initiated 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 of 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 greeter lisbility, Purchaser may, as a matter of right, obtain from Baller a higher limit by paying an additional amount determined by Seller in view of the increase to damages, but such additional obligation shall in no way be interpreted to hold the Seller as an
- 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.
- security equipment.

 4. Commercial Use Only. Purchaser warrants that the System and services provided by Selle 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 premisso of Purchaser during the regularly scheduled closed period, and/or be notified in the event of an atarm, and to furnish Saller with a written daily and holiday oponing and closing schedule. All changes, revisions and modifications to the above shall be supplied to Seller in writing.
- Changes, revisions and modifications to the slove small 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, PulchASER 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.
- diminished by any such loss of damage.

 1. Late Fees and Interest; Reconnect Charges. If the Purchaser is late with any payment, the Seller, il 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 falte payment. In the event any payment due hereunder is tats, 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 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 Ownerablp of Purchaser's Premises. Purchaser acknowledges that the sale of 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 peragraphs relating to Seller's disclaimer of warranties, maximum liability, liquidated damages, and third party indemnification, fours 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.
- tors with the same lorce and effect that they bind Purchaser to Seller.

 10. Default by Purchaser. If the Purchaser (I) fells to make any payment as agreed herein, (II) cases doing business as a poing concern, (III) becomes insolvent, (IV) makes an assignment for the benefit of creditors, (V) files a petition or is the subject of a petition field against Purchaser under the Bankruptcy Act or any amendment thereto, including a petition for feorganization, arrangement or extension, (vi) II any representation, warranty or financial information made or outbmitted by Purchaser shall be untrue or unperformed in any material respect, or (vii) delaults 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 thirly (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 or 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 harsin. 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 awaver 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 or its equipment.

 1. Prior Agreements, Purchaser warrants and represents that Purchaser is not under any enforcable agreement with any other party concerning alarm systems of any kind and description installed at the premises, and furthermore Purchaser agrees to indemnity and save harmiess Selfer 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.
- ment.

 3. Indemnification. Purchaser agrees to and shall indemnify and save harmiess Soller, its employees and agents for and against all third perty claims, lawfuls and losses arising out of or in connection with the operation or non-operation of the system or monitoring lacilities 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 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.
- 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, atteration, or modification purporting to change this Agreement shall be brinding unless oridenced in writing, signed by the party to be bound, and, in the case of Selter, approved by an officer of Selter.
- 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 while transaction to the agreement theories 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.

MANCEMENT ACCEPTANCE

CUSH 439401 CS# E.FFF5 Site 181531 JOB 29981014 OCTIVE 4128

CP-OP-38E Res 1499



8355 W. GOLF LO. ADMINEDIAN ADDECISED

COMMERCIAL AGREEMENT _ , 19 _99_ by and between Guardian Protection Services, Inc. THIS AGREEMENT IS made this Lat. day of MAX ("Soller") and JENNIFER CONVERTIBLES/108 15 _ ("Purchaser") for services to be performed at 681 5. COLD BOAD, NEED 14. (The Premisos). The Services (as described below) shall include (check appropriate boxe) Ithe sale and installation of an emergency detection and reporting system (the "System"); (2) 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 V15TA 20 Installation: NO_CHARGE 1 - CONTROL PANEL 1 - KEYPAD AD-6128 Less Deposit: N/A Balanco Duo": NA 1 - THE IN THE EXISTING PARTS LOT - NON-UNION LABOR, WIRE 4 MISC PARTS ("Subject to Applicable Tax) CUSTOMER RESPONSIBLE FOR AC POWER OUTLET. TELE. Payable as follows:__ SERVICE 4 PERMIT FEES Monthly Leasing Fee Monthly Monitoring Fee Monthly Open/Close Reports TOTAL MONTHLY CHARGES! \$28.00 to olun ("Subject to Applicable Tax.) 1104 SPECIAL CONDITIONS: ATLL GUARTERLY -BILL TO: JENNIFER CONVERTINIES. INC. 417 CROSSVAYS PARK DR. WOODBURY NY 11797 PLEASE READ THE TERMS AND CONDITIONS ON THE FRONT AND BACK OF THIS AGREEMENT BEFORE SIGNING. s. purposer is the during acceptant or resting of the Promises not freeholds and provide Sales with proof of decision. 5. Eurobaser harety langus and Equipment Date Setter for a parted of date parted commencing wise the Compresson of Industrians of the Coulomb Pumpers toward to pay any "Libbo" to "topogrape ograph by the parion that this Contract will submitted by these was at bright three of this Aprelment and will peop transport topic for the ACKNOWLEDGMENT OF PURCHASER LEDGED THAT THE SYSTEM IS CHLY A HOSTITUTE FOR MINISTRANCE AGAINST HER CAUGES, PURCHASER FURTHER HAS RINGER ARE MINISTRANCE ALL RING. GUARDIAN PROTECTION SERVICES, INC.

WHITELE CHARACTYLES



- 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 Premissa, 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's 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 improcriptable.
- impracticable.

 3. Renewal. The term of the Monitoring Services Agreement shall be tear 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' island 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 the state of the same terms and conditions for successive periods of the same terms and conditions for successive periods of the same terms and conditions for successive periods of the same terms and conditions for successive periods of the same terms and conditions to the same term and the same terms and conditions to the same term that 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 tess, in the event an increase in monitoring fees will occur, Saller will notify the Purchaser will have twenty (20) days from the date notice is coefied the increase within such forty-five (45) days period and resume the preducibly charged monitoring tess 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.
- 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 alines signals to Seller are neceived 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 recoption is hindered by man-made static, by static of natural causes or by natural phenomena, such as sunspot activity or solar winds.
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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 "water standards there is the experiment of the standard standard that will be seller and Purchaser. One (1) year (i) Remedy. Seller agrees to correct any detect in workmanship or materials which from improper installation if such detect occurs within the installation warranty peri-during normal or proper use of the System.
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- 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 feu and the controller warranties whether express or implied. SELLER EXPRESSLY DISCLAIMS TE INTELLER 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 Pumay rely and are not cumulative with any other remedies otherwise provided by law
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- (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 CONSEQUIENTIAL DAMAGES WHETHER GROUNDED IN CONTRACT, TORT, WAR-MANTY, OR ANY OTHER THEORY. Such damages include, but are not limited to loss of profils, loss or thell of sevings or other property, loss of the use of the System or the Framises, coat of substitutes, damage to property, fines or charges levied by Municipal Services, or the claims of third parties.

- (i) It is understood and agreed that Seller is not an insurer; that insurance, if any, so obtained by Purchaser; that the payments provided for herein are based sole the value of the service as set forth herein and are unrelated to the value of Purchaser's property or pramises;
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 (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 billing times herein, or the failure of the System to properly operate with resulting loss to Evurchaser because of, among other things: (A) The uncertain amount or value of Purchaser's property or others kept on the premises which may be tost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or evert; (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 of to 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 porform 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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- 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 a starm, and to furnish Selier with a written daily and holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to Selier in writing.
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- Assignses/Subcontractors of Seller. Sellor shall have the right to assign this Agrooment to any other parson, item 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 Agroement, and particularly those paragraphs retaining to Seller's disclaimer of warranties, maximum liability, liquidated damages, and third party indemnitication, 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.
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 Default by Purchaser. If the Purchaser (i) falls to make any payment as agreed herein, (ii) casses doing business as a going concern, (iii) becomes insolvent, (iv) makes an assignment for the benefit of creditors, (v) lites a petition or is the subject of a petition filled against Purchaser under the Bankruptry Act or any amendment thereto, including a petition for reorganization, arrangement or extension, (vi) if any representation, warranty or insertial 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 thinty (30) days 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 auch 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 audjoment belonging to the Seller, upon the expiration of this Agreement or any remewal term therein belonging to the Seller upon the expiration of this Agreement or any removal term therein and the premises and remove the equipment without process of law and when the present or supplementation of the agreement or the seller may immediately entering the acreased to the premises by installation or removal of the Seller has belter any normal damage caused to the premises by installation or removal of the agreements. Purchaser warrants and represents that Purchaser is not under any encaused to the premises by installation or removal of the agreements.
- 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 atorm 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 demapes 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 atarm 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 govern, whether such purchase order or other document its prior or subsequent to this Agree
- 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 alteged intentional conduct, or active or passive negligence on the part of Bolter, its agents, servants or employees. This agreement by Purchaser to indemrity Selter against third party claims as herain above set forth shall not apply to losses, expenses and liability resulting in injury or death to third persons or injury to properly of third persons, which losses, damages, expenses and liability occur while an employed of Selter 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 less and interest shall be borne by the Purchaser.
- aignment by Purchaser. This Agreement is not assignable by Purchaser without the writ-n consent of Seller. Any attempt by Purchaser to assign this Agreement without written neent of Seller shall be invalid.
- Modification of Tarms. No understanding, promise, representation, walver, 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.
- The Butter 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 providence 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 Sellor 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.

5-21-99



One of the Armstrong Group of Companies 650 Ridge Road • Pittsburgh, PA 16205 • 412-788-2580

COMMERCIAL AGREEMENT

THIS AGREEMENT is made this 31ST day of	(400 · · · 1 · · · · · · · · · · · · · · ·
("Seller") and	("Purchaser") for E. IL 60540 ("the Premises").
services to be performed at 304 S. ROUTE 59, NAPERVILL	
The Services (as described below) shall include (check appropris	
$lue{}$ the sale and installation of an emergency detection and report	ting 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 S	vstem/Services are as follows:
	COST
DESCRIPTION	
1 - CONTROL PANEL FA147	
1 - KEYPAD KP245 1 - PORTABLE PANIC	Balance Due*:N/A
1 - PTYED PANTC	
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 1179
PLEASE READ THE TER ON THE FRONT AND BACK OF THE	MS AND CONDITIONS S AGREEMENT BEFORE SIGNING.
A. Terms Applying to installation of Equipment Purchaser authorizes and empowers Soller to Install or cause to be installed the protective.	 Terms Applying to Lease Purchaser is the owner, occupant, or leasee of the Premises noted in this Agreement, Purchaser shall provide Soller with proof of status.
system set forth on the Schedule of Protection. Purchaser agrees that the work of insufficient shall be performed on weekdays only unless the Purchaser to therwise, in which case, the Purchaser hereby agrees to pay Soller any resulting increased cost for installe-	Purchaser snall provide Seller with proof of status. 2. Purchaser hereby leases the Equipment from Seller for a period of this pariod commencing with the completion of installation of the Equipment. months:
tion. Should Seller be forced to supcontract any porter of the sistalization of the paid union jurisdiction dispute, the additional cost caused by such subcontracting shall be paid by Purchaser. Purchaser suthorizes use of electrical outlets required and necessary current by Purchaser. Purchaser suthorizes use of electrical outlets required and necessary current by Purchaser.	this paried commencing with the completion of installation of the equipment. 3. Purchaser agrees to pay any "Labor" or "Installation" charges listed in this Agropment and to pay the "Total Monthly Charges" noted above.
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 has been presented on weekdays only unless the Purchaser directs otherwise, in which cass, the Purchaser hereby agrees to pay Seller any resulting increased case for installation. Should Seller be forced to subcontract any protect of the installation due to any store union jurisocition dispute, the entangence of electrical outlets required and necessary current through his meter, it is expense. Purchaser shall, at his own expense, make any necessary repairs or changes to Purchaser's promises, as requested by Seller, to Jacillatis the installation and peraltion of the System Any error or ormission in the construction of installation and peraltion of the System Any error or ormission in the construction of installation and peraltim of the System and the deeped totally days after combating of the System and the second of the supplement of the purchaser. Seller assumes no liability for delay in installation of the supplement, or for interruption of service due to attrices, rios, floods, storms, service to Purchaser while interruption of service due to arrives, closs, floods, storms, service to Purchaser while interruption of service due to arrives, case may continue. 2. December 200 and 200	pay the -rotal Monthly Charges noted above. 4. It is agreed by the parties that this Contract will automatically range itself for a period equal
days after completion of the installation. Cingraise, the installation shalf be deemed totally salistictory to and accepted by Purchaser, Seller assumes no liability for delay in installations to the completion of saying all to strikes, role indoor, storms,	4. It is agreed by the parties that this Contract will automatically renew itself for a period orgust to the initial form of this Agreement and will keep renewing itself for the same periods of time, unless prior to the appraish of this Contract, Purchaster of Selfer gives written notice of expiration. This notice must be given at least thing (20) days before the expiration date. Time is at the exsence with regard to such termination notice.
earthquakes, lires, power failures, insurrection, interruption or unavailability of telephone service to Purchaser while interruption of service due to any such cause may continue.	Time is of the essence with regard to such termination route. S. Purchaser authorizes and empowers Seller to maintain and service the aforesald system.
face lack, it for any reason Seller is unable to install this equipment, such will be installed	5. Purchaser authorizes and empowers Seller to maintain and service the storesald system and to make any necessary dispections, tests and repairs as required, in the case of line aiam protection, Purchaser will holly Seller in writing of any change in its fire rating bureau or agency. Repairs necessitated by dridingly wear and tear shall be at Seller's expense and hall be performed as soon as reasonably possible after received in ordice by Seller in an Purchaser. All necessary impections and delta which may be a full received in the seller in the shall be purchased by the properties and delta which may be a full received in the surface of the specified delarm 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.
3. Purchaser has the affirmative duty to inform Seller, prior to beginning of the installation of the Equipment, of every location at the promises where Seller should not (because of	shalf be performed as soon as reasonably possible siter receip of notice by Seller fluid Purchaser. All necessary inspections and lesis which may be required in 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.
concealed obstructions or hazards such as pipes, when or esquisites of the following the unit follows: Unless so notified, Seller will determine where to drill holes and place equipment. Seller will take reasonable proceautions to evoid concealed obstructions, but has no means of determine the contract of the concealed obstructions.	of the specified alarm system and that Seller's lin no way obligated to insure the operation of the System or to maintain or service Purchaser's property or the property of others to
mining with certainty if they exist. Any cost incurred to repair any concesses plues, was in other obstructions not identified by Purchaser prior to commencement of any work by Seller and any resulting damaged walls, ceiling floors or turnishings shall be the purchaser's sole and any resulting damaged walls, ceiling floors or turnishings shall be the purchaser's sole	which better's system is connected. 6. Purchasor acknowledges and agrees that this Agreement is for the providing of service and
expense and responsibility. In aspectos or durier nation in azadous inclusion is according to during the installation of the Equipment, Seller will cases work until Purchaser has at Purchasers sole expense obtained clearance from a licensed asbestos removal or hazard-	that except as hereinafter provided, the major components installed herein, including, one in the limited to transmitters, detection devices, bell boxes and control shall at all limes remain the sole property of Seller. Upon the expiration of this Agreement of upon any default
by the appropriate felephone company and billed directly to Purchaser. 2. Purchaser has the attimative duty to Intoma Seller, prior to beginning of the Installation of the Equipment, of, every location at the promises where Seller should not [because of concealed obstructions or hazards such as pipes, where or estactso) enter or drill holes. Unless so notified, Seller will determine where to drill holes and place equipment. Seller will take reasonable processing a world concepted obstructions, but has an open and take the establishment of the processing and the establishment of the processing and the establishment of the processing and any resulting damaged walls, colling licots or turnishing shall be the purchaser's sole expense and responsibility. It asherios or other health hazardous material is encountered current of the processor of the p	as herein set forth, Soller is authorized to enter upon the premises of Purchaser and to remove all of the Seller owned equipment. Seller shall not be responsible for redoctrating the premises of Purchaser safer the removal of such adulpment. Removal of Seller owned
The same Assessment As Sales	equipment shall be without prejudice to the collection of any full sail state out their sentire contract or extensions or renewals thereof. Purchaser shall, in quot event, return the said Seller owned equipment to Seller in good condition, reasonable wear and lear example.
 The System shall remain the personal property of Setter until fully paid for in cash by Purchaser, and Purchaser agrees to perform all acts which may be necessary to assure the 	cepted. Upon completion of the femoval of the installation, the to all of the installation of the equipment, meterial, supplies, including but not limited to wire, cable, foil condult, screens and the labor for the installation of the system shall vest in the Purchaser. Notwithstanding and the labor for the installation of the system shall vest in the Purchaser. Notwithstanding
retention of title to the System by Seller, Should Putchaser obtain in any payment by seller, should prevent and empowers Seller to remove the System system or any part from the Premises. Such removal, if made by Seller, shall not be deemed a or any part from the Premises. Such removal, if made by Seller, shall not be deemed a	tam briegoing, during the term of this agreement products and the system to be damaged, 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 envoice who is not an encumbered, taken from the premises, tampered with or repaired by envoice who is not an encumbered.
waiver of Seller's right to damages that Seller sugains as a result of Fundada of all and and Soller shall have the right to enlorce any other legal remedy or right. Furthermore, Seller shall be in no way obligated to restore the Promises to its original condition, or redecorate shall be in no way obligated to restore the Promises to its original condition, or redecorate	whether owned by Seller. In the over 1 1939 of the seller owned sequence it has seller the reasonable value for the replacement or repair of the Seller owned sequence it has seller owned sequenced to the installation on the
1. The System shall remain the personal property of Selter until fully paid for in cash by Furchaser, and Purchaser agrees to perform all acts which may be necessary to assure the retention of tills to the System by Selter, should Purchaser editent in any payment of the system or any part, then Purchaser authorizes and empowers Selter to remove the System or any part (time the Promises, Such monoval, it made by Selter, and the legal transfer of the System or any part (time the Promises, Such monoval, it made by Selter, and Purchaser's default, and Selter is fight to damages, that all other legal temochy or right. Furthermore, Selter and Selt	which Seller's system is connected. By uchaser acknowledges and agrees that this Agreement is for the providing of service and that second as hereinhiter provided, the major components installed herein, including, but not interest the provided of the provided provided the major components installed herein, including, but remain the sole property of Seller, Upon the expiration of this Agreement or upon any default as herein set forth, Seller suthorized to enfort upon the premises of Purchaser after seller owned equipment. Seller shall not be responsible for responsible the remains of Purchaser after the seller owned equipment. Seller shall not be responsible to the responsible to responsible to the responsible to responsible to the responsibility of the respons
 Under the Mechanic's Lien Law, any person who helps to improve your property and is not paid has the right to essent a claim against your property. Under law, you may protect yoursell against such claims either by liling with the court a "No Lien Agreement" or a payment bond, depending upon the law of the state where your property is located. 	
payment bond, depending upon the law of the state where your property is located.	
increased agrees to keep the system that disease and the listed beneficiaries will be both surface will be for loss by fire, that, or any cause, and the listed beneficiaries will be both Selicr and Purchaser, with any loss payments being made pro rate to each party according to the selection of	
Durchaser agrees to keep the System fully insured while little is critatined by Seilber This insurance will be the loss of the season of the s	•
ACKNOWLEDGMEN	T 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 BURTLED	THAT SELLER HAS MADE NO REPRESENTATION OR WARRANTIES NOR HAS PURCHASER RELED 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 PROPOGRAPHS WHICH, EST FORTH AS LIFTS OR DIGATION AND MAXIMUM LIABILITY IN THE
BY SIGNING THIS AGREEMENT PORCHASER ACKNOWLEDGES THAT THE STRAIGHT 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;	ORAL EACEP! AS SELVENT REPRESENTATION OF THIS AGREEMENT, ESPECIALLY THOSE PARAGRAPHS WHICH SET FORTH SELFETS GELIGATION AND MAXIMUM LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE EID EPIN SELF.
	EVENT OF ANY LOSS OR DAMAGE TO PURCHASER.
GUARDIAN PROTECTION SERVICES, INC.	PURCHASER

By: AUTHORIZED SIGNATURE



oust 439401 08# E. FACY active 5/21 182875 2998/008

COMMERCIAL A	AGREEMENT
THIS AGREEMENT is made this 31ST day of MAY,	19 99 by and between Guardian Protection Services, Inc.
("Seller") and <u>JENNIFER CONVERTIBLES / IN</u>	("Purchaser") for
services to be performed at 304 S. ROUTE 59. NAPERVILL	E. IL 60540 ("the Premises").
The Services (as described below) shall include (check appropria	ite boxes):
The sale and installation of an emergency detection and repor	
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 S	vstem/Services are as follows:
DESCRIPTION	COST
	Installation: NO CHARGE
1 - KEYPAD ADGES FA 345	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 117
PLEASE READ THE TER	MS AND CONDITIONS_
ON THE FRONT AND BACK OF THIS	S AGREEMENT BEFORE SIGNING.
A. Terms Applying to installation of Equipment	C. Terms Applying to Lease
 Purchaser authorizes and empowers Seller to install or cause to be installed the procure system set forth on the Schedule of Protection. Purchaser agrees that the work of installa- tion shall be performed on weekdays only unless the Purchaser direct otherwise, in which the performed on weekdays only unless the Purchaser direct otherwise. 	Purchaser is the owner, occupant, or lessee of the Premises noted in this Agreemen Purchaser shall provide Seller with proof of status.
A Terms Applying to Installation of Equipment 1. Purchaser authorizes and empower Seller to Install or cause to be installed the protective system set torth on the Schedule of Projection. Purchaser agrees that the work of installation and 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 aphopherize tary portion of the installation due to any trade upon pursocition dispute, the editional cost caused on the required and necessary ourrent through his meter, at his expense. Purchaser shall, at his own expense, make any necessary speaks or changes to Purchaser's premises, as requested by Seller, to isclintate the installation and operation of the System and render or or original in the construction or installation of the System must be called to the attention of Seller, in which we will be seller completion of the surchaser's Seller assumes no labelity or delay in installation of the surchaser in the control of the surchaser interruption of service due to strikes, fots, floode, storms, earthquakes, lifes, power failures, insurrection, interruption or unevallability of idephone service to Purchaser while interruption of service due to any such cause may continue. 2. There may be a one of the case of the surchaser search as the surchaser company inter-	Pyrchaser hereby leases the Equipment from Seller for a period of this period commencing with the completion of installation of the Equipment.
through his meter, at his expense. Purchaser shall, at his own expense, make any neces- sary fepalis or changes to Purchaser's premises, as requested by Selier, to facilitate the installation and operation of the System, Amy error or organion in the construction of installa-	Purchaser agrees to pay any "Labor" or "installation" charges listed in this Agreement and to pay the "Total Monthly Charges" noted above. It is not to the pay the pay the pay the pay the "Total Monthly Charges" noted above. It is not to the pay t
tation of the System must be called to the attention of Seller, in writing, within miny (30) days after completion of the installation. Otherwise, the installation shall be deemed totally attriactory to and accepted by Purchaser, Seller assumes, no liability for delay in installa-	4. It is agreed by the parties that this Contract will automatically renew itself for a period equ to the initial form of this Agreement and will keep renewing itself for the same periods time, unless prior to the submitted of this Contract, Purchaster or Seller dress written noting expiration. This notice must be given at least theiry (30) days before the expiration dat time to of the essence with regard to such termination notice.
tion of the equipment, or for instruction, as a service as the substitution of unavailability of telephone service to Purchaser while interruption of service due to any such cause may continue.	Time is of the essence with regard to such termination notice. B. Purchaser authorizes and empowers Seller to maintain and service the algressid systems.
face lack. If for any reason Seller is unable to install this equipment such will be installed	8. Purchaser authorizes and empowers Seller to maintain and service the aloresaid syste and to make any necessary inspections, tests and repairs as required, in the case of its alarm protection, Purchaser will notify Seller in writing of any changle in the irretain purse or agency. Hepairs necessitated by drottingly wear and tear shall be at Seller's explans are shall be performed as boon as resumethly performed to the performed as boon as resumed by Seller in Purchaser. All necessary inspections and exists which is too m, on a regular business de the performed performed by the performed by t
by the appropriate telephone company and black directly to functionary to further the company and the Equipment, of every location at the premises where Seller shuld not (because of concessed obstructions or injuried such as place, where seller shuld not (because of concessed obstructions or injuried such as place, where to explore shuld not because of the seasonable precedurions to avoid concessed obstructions, but has an expense superior mining selection of the selection of t	shall be performed as soon as reasonably possible after receipt of horse by Senty fro Purchaser. All necessary inspections and lests which may be required on the part of Sell ghall be performed between the hours of 8:00 a.m. and 5:00 p.m. on a regular business do the performed between the hours of 8:00 a.m. and 5:00 p.m. on a regular business do
Concealed obstructions or nazaros such as pipes, with or appearance and income 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 determined to the concealed obstructions.	of the System or to maintain or service Purchaser's property or the property of others.
other obstructions not identified by Purchaser prior to commencement of any work by Seller and any resulting damaged walls, ceiling floors or lumishings shall be the Purchaser's sole and any resulting damaged walls, ceiling floors or floor health national be the Purchaser's sole and expense and reprossibility. If ashestos or other health national materials are countered	Purchaser advantages that this Agreement is for the providing of service at that exempt as baselostes provided the major components installed basels, including by
during the installation of the Equipment, Seller will cause work until Purchaser has at Purchaser's sole expense obtained clearance from a licensed asbestos removal or hazard- ous material contractor that continuation of work will not pose any danger to Seller's person-	not limited to transmitters, detection devices, bell boxes and controls shall at all limited and the sole property of Seller. Upon the expiration of this Agreement or upon any detains the sole as forth. Seller, is authorized to enter upon the premises of Purchaset and
nef. In no case shall Seller be liable for a) the discovery of exposure of modeln aspectos or other hazardous material or b) the handling or disposing of aspectos or any other hazardous material.	remove all of the Seller owned equipment. Seller shall not be responsible for reclocrating the premises of Purchaser after the removal of such equipment. Removal of Seller own equipment shall be without prejudice to the collection of any and all sums due under the
B. Terms Applying to Sale	entire contract or extremions or renderest release, recited states state, in such event, seem and Seller owned equipment to Seller in good condition, reasonable wear and tear a capted. Upon completion of the removal of the installation, title to all of the nonrecoverable contract where the teach state is recited by the following stress and the seller state of the
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 payment for the system or any payment for the system.	and the labor for the initialistion of the system shall yest in the Purchaser. Notwithstand the foregoing, during the term of this Agreement, Purchaser will not damage, encumb tamoer with to disease of any portion of this system or permit the system to be damage.
of any part from the Premises. Such removal, if made by Seller, and, not be deemed a walver of Seller's right to demend a walver of seller's right to demend a that Seller sustains as a result of Purchaser's default, and Seller shall have the right to enforce any other legal remody or right. Furthermore, Seller	encumbered, taken from the bramises, tampered with or repaired by any new or a not a authorized agent of Seller. In the event of loss or damage to any portion of this syste whether owned by Seller or Purchaser, Purchaser agrees to pay Seller the reasonable val
8. Terms Applying to Sale and Terms applying to Sale and Terms Applying to Sale and 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, then Purchaser authorizes and empowers Seller to remove the System or any part, then the Premises. Such removal, it made by Seller, shall not be deemed a warver of Seller's and the Seller shall have the seller shall be	which Seller's system is connected. By urchaser acknowledges and agrees that this Agreement is for the providing of service at that except as hereinstiter provided, the major components installed hereit, including, by the providing of the prov
delivery to the Premises of such system or any pers. 2. Under the Mechanic's Lien Law, any person who helps to improve your property and is not called the the tribit to essent a claim adjust your property. Under taw, you may protect	
2. Under the Mechanic's Lien Law, any person who helps to improve your properly and is not paid has the right to essent a claim against your property. Under taw, you have protect yourself against such claims either by illing with the coult a "No Lien Agreement" or a payment bond, depending upon the law of the state where your property is located.	
Purchase agrees to keep the System fully insured while title is retained by Seller. This neurance will be for loss by lire, their, or any cause, and the lated beneficiarise will be both Seller and Purchaser, with any loss payments being made pro rate to each party according	
Purchases agrees to keep, the System fully insured while tills is estained by Seliger. This Seliger 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 schowledges hat the loss, dampge, or destruction of the System will not release or end the contractual obligations of the Purchaser sets of forth in this Agreement.	
ACKNOWLEDGMEN	IT OF PURCHASER THAT BELLER HAS MADE NO REPRESENTATION OR WARRANTIES NOR HAS PURCHASI
By Signing this agreement purchaser acknowledges that the bystem is only a deterrint and is not to be considered as a substitute for insurance against lobses caused by fire, theft, burglany or other causes, purchaser purther acknowledges that beller is not an insurer; that purchaser assumes all risk for loss or damage to purchaser is previses or to the contents.	THAT SELLER HAS MADE NO REPRESENTATION OR WARRANTIES NOR MAS PURCHASI RELIED ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, WRITTEN O DRAL, EXCEPT AS SET FORTH HEREM: AND PURCHASER ACKNOWLEDGES THAT HE H READ AND UNDERSTANDS THE PARAGRAPHS OF THIS AGREEMENT, ESPECIALLY THO PARAGRAPHS WHICH SET FORTH SELLENG/SOLIDATION AND MAXIMUM LIBBILITY IN T
ACKNOWLEDGES THAT SELLER IS NOT AN INSURER; THAT PURCHASER ASSUMES ALL RISK	PARAGRAPHS WHICH SET FORTH SELLERIS OBLIGATION AND MAXIMUM LIABILITY IN T

GUARDIAN PROTECTION SERVICES, INC.

Ву: ____



- 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 either 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.
- conceined does not exist.

 2. Termination, in the event that the Purchaser falls 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 termination of such services and, upon giving such notice, this agreement and all of Seller's termination of such services and, upon giving such notice, this termination of such services and the services and the services are the services and the services are seller for the anounts due for the original or extended term as set forth under 'Default's 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.
- The practication.

 3. Rennwal. The term of the Monitoring Services Agreement shall be the payear 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 lise! under the same terms and conditions for successive periods of the payer of the payer of the payer of the party gives to the other at least thirty (3D) 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, Selter 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 (2D) days from the date notice is received to withdraw from this Monitoring Services Agreement, provided that Seller may rescrid the increase within such orty-five (45) days potent 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.
- Ousness noture upon notice to rise Proficials as a series hereafter any monitoring service hereander during any time when the Purchaser's telephone system shall not be working alnoe algoals to Seller as received solely by means of telephonic communication. Seller assumes no liability for interruption of service due to strike, war, riots, floods, lire, 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 Proficaser while interruption of services due to any such cause shall prevail or confinue. When the service is the profice of the profice o
- 8. Police and Fire Department Connected Alarms. Purchases acknowledges that if the signate 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 locations 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
 - 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.

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 with 1900 data thereafter unless otherwise agreed in writing between Seller and Purchaser.
 - (i) Remady. 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 Agroement (the "Equipment") will be new when installed, will conform to the Equipment ordered by the Purchaser, and will be free from delects. The Equipment Warranty shall commence upon the completion of installation and shall expire see the completion of installation and shall expire see the completion of installation and shall expire see the completion of unity between Seller and Purchaser.
 - unersamer 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. (a) Seller agrees to furnish a replacement part for any portion of the System that proves to be detective 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 unabyted 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 socident, power surges or brownouts, defective or discharged batteries, abuse, lack of proper maintenance, alterations not authorized by Seller, misapplication, lonce of the elements or acts of God. Service calls which do not involve defective workmanship or materials are not covered under the Umited 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 Seiler, are made only in the event that Seiler has installed its system or to the extent that Seiler has replaced parts of a non-Soiler system, and are in lieu of all other warranties whether express of 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 Purchasel may rely and are not cumulative with any other remedies otherwise provided by law.
- (I) 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 pende. Access to the System repeater is the responsibility of the Purchaser. Seller will endeaver to perform repairs service within 48 hours after notification by Purchaser. Seller will perform repairs during requirer working nours 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 authstitutes, damage to property, fines or charges levied by Municipal Services, or the claims of third parties.

- (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 solety on the value of the service as set forth herein and are unrelated to the value of the Purchaser's property or premises:
- Purchaser's property or premises:

 (ii) Purchaser acknowledges that it is impractical and extremely difficult to lix the actual damages, if any, which may proximately result from a fallure to perform any of the obligations herein, or the failure of the System to properly operate with resulting loss to Purchaser's property or others kept on the premises which may be lost, stolen, dearroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or evert; (3) The uncertainty of the response time of any police, fire or other municipal service ("Auticipal Service"; (C) The inability to ascertain what portion. If any, of any loss would be proximately caused by Sellers' faiture to the performed by Sellers.
- genorms of Setter.

 (iii) Purchaser understands and agrees that if Setter should be found liable for loss or demage due from a failure of Setter 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, Setter'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 demage, inespective of cause or origin, results directly or indirectly from performance or norperformance of the obligations imposed by this contract or from negligence, active or otherwise, of Setter, 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 cardully and properly arm the System, and
 Purchaser shall immediately report in writing any claimed inadequacies in or failure of the
 purchaser shall report the property.
- Security equipments.

 Commercial Use Only, Purchaser warrants that the System and services provided by Selle 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 atarm, and to furnish Seller with a written delly and holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to Seller in writing.
- changes, revisions and modifications to the above shall be supplied to seller in winting.

 Change to the System; Cast 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. PURCHAISER AKNOWLEDGES THAT PURCHAISER 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 PURCHAISER, 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.
- diminished by any such loss of camage.

 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 lee 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 belance, 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.
- 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, fluidated damages, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors of Seller, and that they blind Purchaser with respect to said assignees and/or subcontractors with the same lorce and effect that they bind Purchaser to Seller.
- tors with the same lorce and effect that they bind Purchaser to Seller.

 10. Default by Purchaser. If the Purchaser (i) falls to make any payment as agreed herein, (ii) cases 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 smendment 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 it such default is not cured within such thirty (30) days 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 atoresaid premises or any other premises where the property of sald 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 thereor, or upon the happening of any other contingency set forth heroin, the Seller may immediately enter said premises and remove the equipment with or without process of law and without flability for damage to person or property arising out of such entry or laking of possession, Removal of the equipment by Seller shall not be considered to constitute a walver of any other caused to the premises by installation or removal of its equipment.

 11. Prior Agreements. Purchaser warrants and represents that Purchaser is not under any en-
- caused to the premises by installation or removal or as equipment.

 If Prior Agreements, Putchaser warrants and represents that Purchaser is not under any enforceable agreement with any other party concerning slarm systems of any kind and description installed at the premises, and furthermore Purchaser agrees to indemnify and save harmless Selier against all claims, demands, suits, expenses and damages by judgement or otherwise which may be now or hersafter incurred as a result of or arising out of any agreement that Purchaser may have entered into with any party concerning any such elaim systems of every kind and description. Purchaser will pay all sald 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 it 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.
- ment.

 Is Indemnification. Purchaser agrees to and shall indemnity and save harmless Sallar, its employees and agents for and against all third party claims, leavests and losses entaing out of or in connection with the operation or non-peration of the system or monitoring facilities whether in the same of the same of
- 14. Costs of Collection. Costs of collection of accounts overdue including reasonable attorney's fees and interest shall be borne by the Purchaser.
- 5. 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, walver, alteration, or modification purporling 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.
- equiso by the party to be bound, and, in the case of bellet, approved by an officer of bellet?

 17. Entitle Agreement. This instrument constains the entire, agreement between the porties with respect to the transactions desarthed herein and supersedes all previous negotiations, commitments and writings, it say 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.



- 1. Obligation. The Purchaser and Selier agree that Selier's only obligation under the Monitoring Service portion of this Agreement shall be to monitor signals received and to respond thereto. Selier, upon the receipt of a signal from the Purchaser's Premises, shall make every reasonable effort to transmit notification of the atarm promptly to the police, fire or other authorities and/or the person or persons whose names and telephone numbers are set toriff in the "Responsible Parry Data", unless there is just cause to assume that an emergency in the "Responsible Par condition does not exist.
- 2. Termination. In the event that the Purchaser fails or refuses to make payment for services turnished 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 liked in such notice was the term fixed in the Agreement between Seller and the Purchaser. Purchaser shall be liable to Seller's 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 demaged that further service is impracticable.
- impracticable.

 3. Renewal. The term of the Monitoring Services Agreement shall be **made** years from the date service is to be provided under this Agreement or the date in this Agreement is eigned by Purchaser, which ever is later. Purchaser agrees to pay the *Total Monithly Charges* listed on the reverse. This Agreement hall automatically, without action by either party, extend and renew itself under the same terms and conditions for successive periods of. **Begard 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 renewd 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 less, in the event an increase in monitoring less will occur. Seller will notify the Purchaser, in writing, no later than forty-live (45) days before the increase is to take effect. The Purchaser will have worthy (20) days from the date notice is received to withdraw from this Monitoring Services Agreement, provided that Seller may rescind the increase within such torty-live (45) days before the previously charged monitoring fees thereby binding the Purchaser of 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 Selley, 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.
- business nours upon notes to the Purchaser.

 5. Interruption and Communications. Soller shall not be obligated to perform any monitoring service hereunder during any time when the Purchaser's telephone system shall not be working alone signale to Seller are received solely by means of telephonic communication. Seller assumes no liability for interruption of service due to strike, war, riots, lloods, lire, winds, snow, natural causes or any other causes beyond the control of Saler 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 starm transmission, Seller shall likewise not be obligated to perform monitoring services when radio recognition is inflored 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 signate 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 locations, that the personnel of such municipal police and/or fire department or other locations, that the personnel of such municipal police and/or fire department or other locations are many responsibility for the manner in which such signals are monitored or the response, if any, to such
- 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 Purchasor'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.

1. Limited Warranties for Seller-Installed Systems

- (a) Limited installation Werranty. 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 supervised surfect unless otherwise agreed in writing between Seller and Purchaser.
 - (i) Remedy. Seller agrees to correct any detect in workmanship or materials which aris from improper installation it such detect occurs within the installation warranty period at 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 now 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 meet the state of the state
 - (i) Remedy, (a) Sollor agrees to replace, at its expense, any Equipment that does not conform to the Equipment ordered by the Purchaser. (ii) Soller 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 furlillment 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 roinstail, 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, atterations not authorized by Seller, misapplication, force of the elements or acts of God. Service calls which do not invoive defective workmanship or materials are not covered under the United Warranties. Further, Seller assumes no liability of 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, dots, force of the elements, acts of God, interruption in utility service, or delay in response time by Municipal Services. 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 fleu of all other warranties whether express or impied. 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 Purchasel 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 to repeirs 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.

(a) LIMITATION OF LIABILITY:

SELLER DISCLAIMS ALL LIABILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER GROUNDED IN CONTRACT, TORT, WAR-RANTY, OR ANY OTHER THEORY. Such damages include, but are not limited to loss of profits, loss or their 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.

- (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 of the value of the sorvice as set forth herein and are unrelated to the value of this. Purchaser's property or premises;
- 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's property or others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise alfested by occurrences which the system or service is designed to detect or event; (3) The uncertainty of the response time of any policies, fire or other municipal service ("Aunticipal Service"; (C) The inability to ascertain what portion, if any, of any loss would be proximately caused by Seller's failure to the 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 et 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
- 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 inadequacties in or failure of the
- Commercial Use Only. Purchaser warrants that the System and services provided by Sella-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 Selter with a written daily and holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to Selter in writing.
- crisings, 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 vertainess in the System, as herein contracted for or as originally interest of the contraction of the cost of t
- diminished by any such loss or damage.

 Late Fees and Interest; Reconnect Charges, if the Purchaser is late with any payment, the Salar, it allowed by taw, can charge the Purchaser a tate tes 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, Selfer may also impose and collect a delinquency charge of 1.25 % per month (15% per anumn), or the highest amount allowed under taw, whichever is tess, of the amount of the delinquency. If the alarm system is deactivated because of Purchaser's past due belance, and if Purchaser desires to have the system reactivated. Purchaser agrees to pay in advance to Selfer a reconnect charge to be fixed by Selfer in a reasonable amount. Time is of the easence 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 dulies 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, ifm 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 exclose/deges that this Agreement, and particularly those paragraphs relating to Sellers disclaimer of warranties, moximum flability, liquidated demages, 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.
- on senior, and mak tingy unite rescribed with respect to said assigness and/or subconfilations 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 agrood herein, (ii) cases doing business as a going concern, (iii) becomes insolvent, (iv) makes an assignment for the benefit of creditors, (iv) liles a patition or is the subject of a petition flies against Purchaser under the Bankruptry Act or any amendment therefor, including a petition for reorganization, arrangement or extension, (iv) if any representation, warranty or financial information made or submitted by Purchaser shall be untrue or unperformed in any material respect, or (viii) defaults hereunder in any other respect, Seller must give Purchaser thirty (30) days 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, and there were the event of such default the Purchaser hereby consents to the Seller immediately entering the aforesaid promises 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 all forth herein the Seller may immediately all belief or demage any other provided in the seller and premises and remove the equipment with distribution or tening of possession.

 11. Prior Agreements, Purchaser warrants and represents that Purchaser is not under any en-
- caused to the premises by installation of removal of its equipment.

 11. Prior Agreements. Purchaser warrants and represents that Purchaser is not under any enforcable agreement with any other party concerning alarm systems of any kind and description installed at the premises, and furthermore Purchaser egrees to indemnify and save harmless Soller 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 dairm 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 will be a subsequent to this Agreement will be a subsequent to the subsequent to
- Indemnification. Purchaser agrees to and shall indemnify and save harmless Soiler, 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 Seiler, its agents, servante or employees. This agreement by Purchaser to indemnify Seiler against third party claims as herein above set forth shall not apply to issues, expenses and liability resulting in nipury or death to third persons or injury to property of third persons, which tosses, damages, expenses and liability occur while an employee of Seiler 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 afford fees and interest shall be borne by the Purchaser.
- 15. Assignment by Purchaser. This Agreement is not assignable by Purchaser without the writen consent of Seller. Any attempt by Purchaser to assign this Agreement without writer consent of Seller shall be invalid.
- 18. Modification of Terms. No understanding, promise, representation, waiver, alteration, or modification purporting to change this Agreement shall be binding unless evidenced in writing, algned by the party to be bound, and, in the case of Selter, approved by an officer of Selter.
- 17. Entire Agreement. This instrument contains the entire agreement between the parties with respect to the transactions described herein and supersedes all provious negotistions, commitments and writings. If any of the terms or provisions of this Agreement habit 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 anising out of this Agreement shall be filled in the Court of Common Pleas of Alleghany County. This Agreement shall be construed in secondance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law principles.





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

COMMERCIAL AGF	REFINENT
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THIS AGREEMENT is made this 31ST day of	, 19 <u>99</u>	_ by and between Guardian Pro	tection Services, Inc.
("Seller") and			
services to be performed at 7160 CARPENTER ROAD. SKOKI	E, IL		
The Services (as described below) shall include (check appropria	ate boxe	s):	
The sale and installation of an emergency detection and report			
the lease and installation of the System; and /or			
I monitoring services for the System or an existing system.		Phone:_	
The cost and description of the S	ivstem/9	Services are as follows:	
	, o co c	COST	
DESCRIPTION 1 - CONTROL PANEL FA147		Installation: NO CHARGE	
1 - KEYPAD KP245			
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			
SERVIUE O LEGISTI FEED		Monthly Leasing Fee	\$
. AA		Monthly Monitoring Fee	\$
		Monthly Open/Close Reports TOTAL MONTHLY CHARGES	\$ 38.00
		(*Subject to Applicable Tax.)	1
*		SPECIAL CONDITIONS: BILL	OUARTERLY
		BILL TO: JENNIFER CONV	
14.5		417 CROSSWAYS PARK DR.	
PLEASE READ THE TER	MS ANI	D CONDITIONS	
ON THE FRONT AND BACK OF THIS	SAGRE	EMENT BEFORE SIGNING.	
A. Terms Applying to installation of Equipment		pplying to Lease	
 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 Installa- tive and be performed on weekfays only unless the Purchaser direct behavior. In which 	1. Purch	aser is the owner, occupant, or lessee of the Preser shall provide Seller with proof of status.	emises noted in this Agreement.
case, the Purcheser hereby agrees to pay Seller any resulting increased cost for installa- tion. 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	2. Purch this pe	ager hereby leases the Equipment from Seller for a peerlod commencing with the completion of installation	riod of months; of the Equipment.
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 is half be performed on weekdays only unjues the Purchaser directs otherwise, in which case, the Purchaser hereby agrees to pay Seller any requiring increased cost for installation, should Seller be fored to subconfract any portion of the installation due to the protection disputes, the purchaser any portion of the installation of protection disputes, this outcome and 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 organisor in the construction of installation of the System and the system and the seller as the subcomment of Seller as the expense of the system and the system and the seller as the system and the s		aser agrees to pay any "Labor" or "Installation" charges Total Monthly Charges" noted above.	
installation and operation of the system. The strong of Seller, in writing, within thiny (30) into of the System must be called to the attention of Seller, in writing, within thiny (30) days after completion of the installation. Otherwise, the installation shall be deemed totally configuration to and expended by Purchaser. Seller, assumes no liability for delay in installations.	4. It is a to the time.	greed by the parties that this Contract will automatic initial term of this Agreement and will keep cenew ruless pror to the extinction of this Contract, Purch readon. This notice must be given at least thinty to is of the seance with regard to such termination not	ally renew itself for a period equal ing itself for the same periods of aser or Seller gives written notice
tion of the equipment, or for interruption of service due to strikes, ricis, liodas, storms, earthquakes, lires, power failures, insurrection, interruption or unavailability of telephone service to Purchaser while interruption or service due to any such cause may continue.	of exp	is of the essence with regard to such termination for	ce.
face lack, if for any reason Seller is unable to install this equipment, such will be installed	5. Purch and to alarm	lager authorizes and empowers Seller to maintain or make any necessary inspections, tests and rebal protection. Purchaser will hotily Seller in writing of ency. Repairs necessitated by ordinary wear and test be performed as soon as reasonably possible attempts of the performed as soon as reasonably possible attempts of the performed between the hours of \$200 a.m. and \$200 a.m.	rs as required, in the case of fire the change in its fire rating bursau
by the appropriate telephone company and billed directly to Furchaser. 3. Purchaser has the diffirmative duty to inform Seller, prior to beginning of the installation of the company of the propriety where Seller abbuild not thecause of	shall Purch	ency, repairs necessitates by trout any woal and tea be performed as soon as reasonably possible after leser. All necessary inspections and tests which may be conformed between the hours of 9:00 am and 1	r receipt of notice by Seller from the required on the part of Seller to one required on the part of Seller to one require business day.
concasted obstructions or hazards such as pipes, wires or aspestos) enter of drill holes concasted obstructions or hazards such as pipes, wires or aspestos) enter of drill holes and place equipment. Seller will take reasonable gracaultages to avoid concasted obstructions, but has no means of deter-	Purch of the of the	aser acknowledges that Seller's obligation hereunder specified alarm system and that Seller is in no war system or to maintain or service Purchaser's pro	r refers solety to the maintenance obligated to insure the operation perty or the property of others to
mining with certainty if they exist. Any cost incurred to repair any conceased pipes, whys or other obstructions not identified by Purchaser not to commencement of any work by Seller and any resulting damaged walls, celling floots or furnishings shall be the Purchaser's sole and any resulting damaged walls, celling floots or furnishings shall be the Purchaser's sole	which 6. Purch	i Seller's system is connected. haser acknowledges and agrees that this Agreement	is for the providing of service and
expense and responsibility. It aspesses to further neutral natural material is a during the installation of the Equipment, Seller will cease work until Purchaser has at Purchaser's sole expense obtained clearance from a licensed aspessor semoyal or hazard-	that e not il remai	except as hereinater provided, the major componer miled to transmitters, detection devices, bell boxe in the sole property of Seller. Upon the expiration of	ns installed referrit including out s and controls shall at all limes his Agreement or upon any default he premises of Purchaset and to
by the appropriate felophone 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 concelled obstructions or hazards such as pipes, where or asbestos) enter or drill include the concelled obstructions of the concelled obstructions. For concelled obstructions, to concelled the concelled obstructions, but once properties and the concelled obstructions. For concelled pipes, where or mining with gram of installation of the concelled obstructions, but once properties and any resulting dampage walls; ceiling floots or furnishings shall be the Purchaser's este expense and responsibility. If asbestos or other health hazardous material is encountered during the installation of the Equipment. Seller will cases work unit affection of the purchaser's sole expense and responsibility. If asbestos or other health hazardous material is encountered the purchaser's sole expense observations of work will not pose any danger to Seller's personers. In no case state Seller to liable tor, at the discovery of exposure of hidden abbetoes or other hazardous material or by the handling or disposing of esbestos or any other hazardous material.	remon the p	ve all of the Seller owned equipment. Seller shall n remises of Purchaser effer the removal of such equal mant shall be without prejudice to the collection of	of be responsible for redecorating ripment. Removal of Seller owned any and all sums due under the
N. Tarana Ambilea de Colo	entire said cepte	is deliers system is connected. asser acknowledges and agrees that this Agreement except as hereingher provided in the succession and agrees that the succession and agreement accession and a succession and accession and accession and accession and accession and accession and accession	ser shall, in such event, return the in, reasonable wear and tear ex-
1. The System shall remain the personal property of Seller until fully paid for in cash by Purchaser, and Purchaser agrees to perform all get personal representations of the sellent state of the sel	and) the fo	hinem materials, supplies including but not included he labor for the installation of the system shall yest programs of the company or the agreement. Purchase the program of this agreement and the system of	in the Purchaser. Notwithstanding laser will not damage, encumber, bern't the system to be damaged.
of any part from the Premises. Such removal, If made by Seller, shall not be deemed a valver of Seller's right to damages that Seller sustains as a result of Purchaser's default, and Seller shall have the right to dentere any other logal remedy or right. Furthermore, Seller	encur autho whet	mbered, taken from the premises, tampered with or the death of Seller. In the event of loss or dami ther owned by Seller or Purchaser, Purchaser agrees	repaired by anyone who is not an age to any portion of this system. To pay Seller the reasonable value
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	for the Purch does	ne replacement or repair of the Seller owned equ haser's premises. Purcheser agrees that the installat not create a fixture to Purchaser's premises as to th	ion of the Seller owned equipment at equipment
dolivery 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 assent a claim against your property. Under law, you may protect yourself against south claims either by liling with the court a 'No Lien Agreement' or a payment bond, depending upon the law of the state where your property is located.			
yourself against such claims either by tiling with the court a "No Lien Agreement of a payment bond, depending upon the law of the state where your property is located by Seller. This			
payment bond, depending upon the system fully insured while title is retained by Seller. This insurance will be for loss by fire, had, 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 askst 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.			
the loss, damage, or destruction of the System will not release or end the confrectual obligations of the Purchaser as set forth in this Agreement.	<u></u>		
ACKNOWLEDGMEN			ANTIES NOR HAS PURCHASER
BY SIGNING THIS AGREEMENT PURCHASER ACKNOWLEDGES THAT THE SYSTEM IS ONLY A DETERRENT AND IS NOT TO BE CONSIDERD 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;	ORAL, EXC	N ANY REPRESENTATION OR WARRANTIES, EXP CEPT AS SET FORTH HEREIN; AND PURCHASER	ACKNOWLEDGES THAT HE HAS
ACKNOWLEDGES THAT SELLER IS NOT AN INSURER; THAT PURCHASER ASSUMES ALL RISK FOR LOSS OR DAMAGE TO PURCHASER'S PREMISES OR TO ITS CONTENTS;	PARAGRAI EVENT OF	PHS WHICH SET FORTH SELLER'S OBLIGATION . ANY LOSS OR DAMAGE TO PURCHASER.	AND MAXIMUM LIABILITY IN THE
GUARDIAN PROTECTION SERVICES, INC.	PURCHASE	EA 1/1/1/	1 /2 /2

By: AUTHORIZED, SIGNATURE

D. Terms Applying to Monitoring Service

- 1. Obligation. The Purchaser and Solier agree that Selier's only obligation under the Monitoring Service portion of this Agreement shall be to monitor signals received and to respond twerescaled to seller, upon the resolated to signal from the Purchaser's Premises, shall make every resonable 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
- 2. Termination. In the event that the Purchaser fails or refuses to make payment for services furnished or to be turnished. Saller 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 set 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 "Dofault 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 imprecitable. three (3)
- impracticable.

 3. Renowal. The term of the Monitoring Servicos Agreement shall be time (2) 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 roverse. This Agreement shall automatically, without scilin by either party, extend and renew listell under the same terms and conditions for successive periods of fixed (2) years each after the linitial 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 suctermination notice. This Agreement is subject to increases in the amount of the monitoring less, in the event an increase in monitoring tess will occur. Soller will notify the Purchaser, in writing, no later than forty-five (45) days before the increase is to lake effect. The Purchaser will have twenty (20) days from the date notice is received to withdraw from this Monitoring Services Agreement, provided that Selfer may rescribed the increase willness to 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.
- Susmess notice por neutre to the Foliations. Seller shall not be obligated to perform any monitoring service hereunder during any time when the Purchaser's telephone system shall not be working lence 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, whote, 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 whose.
- 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 departments or other locations, that the personnel of such municipal police and/or fire department or other locations are not agents of Seller, nor does Seller assume any responsion of the 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 excelled, without notice at the option of Seller, it Seller's or Purchaser's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impressed itself to continue service, or in the event that Seller is unable to render service as a result any action by any governmental authority.

GENERAL TERMS AND CONDITIONS

1. Limited Warrantles 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 shell expire these (Ontitude thereafter unless otherwise agreed in writing between Seller and Purchaser. One (1) year.

 (i) Remedy, Seller agrees to correct any defect in workmanathip 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 now 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 many thereafter unless otherwise agreed in writing between Sellor and Purchaser.
 - thereafter unless otherwise agreed in writing between Selter and Purchaser.

 (I) Remedy. (A) Seller agrees to replace, at its exponse, any Equipment that does not conform to the Equipment ordered by the Purchaser. (B) Seller agrees to turnish a replacement part for any portion of the System that proves to be defective in workmenship or material under normal use within the limited equipment warranty period. Seller may use reconcilioned 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 reinstail, at Seller's expense, any Equipment not manufactured by Seller that is warranted and that proves to be detective in workmenship or material under normal use.
- normal use. Exclusions. The Limited Warrantics do not apply to Systems that have been damaged by sets not within the Seller's control included but not limited to accident, power surges or brownouts, defective or discharged soltaries, abuse, lack of proper maintonance, alterations and sutherizes of Sellor, misapplication, force of the elements or acts of God. Selective 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, ricts, force of the elements, acts of God, Interruption in utility service, or delay in response time by Municipal Services.
- The foregoing Linda 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.
- may ray and are not combastive with any other tensor and the office indicated on the front of this Agroament, written notice of any claimed detect 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/ service within 48 hours after notification by Purchaser. Repairs made outside 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.

Damages

(a) LIMITATION OF LIABILITY:

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

- (i) It is understood and agreed that Solior 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 of premises;
- (iii) Purchaser acknowledges that it is impractical and extremely difficult to fix the actual damages, it 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 hitings: (A) The uncertain amount or value of Purchaser's properly or others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise alloted by occurrences which the system or service is designed to detect or avert; (B) The uncertainty of the response time of any police.

- Authorized Personnet. 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 Purchasor during the regularly scheduled closed period, and/or be notified in the event of 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.
- 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 nocessary 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 ABOVE THAT PROVIDED RISKS AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO PURCHASER. All risk of loss or damage to the Person of the Cost of the C
- diminished by any such loss or damage. 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 loss, of the amount of the delinquency. If the aliam pystem is describated because of Purchasers 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 willen consent of the Seller.
- 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 rollarly indemnification, injure to the benefit of and are applicable to any assigness and/or subcontractors of Seller, and that they bind Purchaser with respect to said assignees and/or subcontractors with the same force and sited that they bind Purchaser to Seller.
- tors with the same force and effect that they bind Purchaser to Salior.

 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) liles a patition or is the subject of a patition filled against Purchaser under the Bankruptcy Act or any amendment thereto, including a patition 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 thiny (30) days written notice of such default, and if such default is not cured within such hilty (30) days written notice of such default, and if such default is not cured within such hilty (30) days period, the entire amount due under this Agreement for the balance of the Agraement period shall become immediately due and payable. In the event of such default the Purchaser hereby consents to the Seller immediately entering the adversal permises or any other premises where the property of sald Seller may be located for the purpose of removing the equipment belonging to the Seller, upon the expiration of this Agreement or any removal term thread, 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 considitude a walver 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.
- caused to the premises by installation or removal oil 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 indemnity and aser harmless Selter against all caims, demands, suits, expenses and damages by judgement or otherwise which may be now or herselfer 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 Agreemen govern, whether such purchase order or other document is prior or subsequent to this Agree-
- 13. Indemnification. Purchaser agrees to and shall indemnify and save harmless Saller, its employees and agents for and against all third party claims, tawautts and losses arising out of or in connection with the operation or non-operation of the system or monitoring facilities when these dains be based upon alleged intentional conduct, or active or passive negligence in the part of Seller, its agents, servants or employees. This agreement by Purchaser to head mity 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 properly of third party claims or deather the property of the p



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

COMMERCIAL AGREEMENT

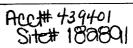
COMMERCIAL	AGREEMENI	
THIS AGREEMENT is made this 31STday of MAY	, 19 99 by and between Guardian Protection Services, Inc.	
("Seller") and JENNIFER CONVERTIBLES / IOP	("Purchaser") for	
services to be performed at 15782 LAGRANGE ROAD, ORLA	ND PARK, IL 60462 ("the Premises").	
The Services (as described below) shall include (check appropris	ate boxes):	
The sale and installation of an emergency detection and report		
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 S	System/Services are as follows:	
·	COST	
DESCRIPTION 1 - CONTROL PANEL FA147		
1 - KEYPAD KP245		
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 LABOR, PARTS, WIRE, & MISC.		
CUSTOMER RESPONSIBLE FOR AC POWER OUTLET, TELE, SERVICE & PERMIT FEES		
SERVICE & FERMIL FEES	Monthly Leasing Fee \$	
	Monthly Monitoring Fee \$	
	Monthly Open/Close Reports \$ TOTAL MONTHLY CHARGES* \$38_00	
	(*Subject to Applicable Tax.)	
	SPECIAL CONDITIONS: BILL QUARTERLY	
	RILL TO: JENNIFER CONVERTIBLES, INC.	
	417 CROSSWAYS PARK DR. WOODBURY, NY 11797	
PLEASE READ THE TER	MS AND CONDITIONS	
ON THE FRONT AND BACK OF THIS	AGREEMENT BEFORE SIGNING.	
A. Terms Applying to Installation of Equipment	C. Terms Applying to Lease	
 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 installa- tion bold be protected on weekdays only unless the Purchaser directs thereigns, in which 	 Purchaser is the owner, occupant, or lessee of the Premises noted in this Agreement. Purchaser shall provide Seller with proof of status. 	
case, the Purchaser hereby agreed to pay Soller any resulting Increased cost for Installa- tion. Should Seller be forced to subconfract any portion of the installation due to any trade union jurisdiction dispute, the additional cost caused by such subcontracting shall be paid	Purchaser hereby leases the Equipment from Seller for a period of the Equipment. months; this period commencing with the completion of installation of the Equipment.	
by Purchager, Purchager authorizes use of electrical cullets required and necessary current through his meter, at his expense. Purchager shall, at his own oxpense, make any necessary pepalas of changes to purchaser's premises, as requested by Seller, to facilitate the say pepalas of changes to purchaser's premises, as requested the coefficient of the coefficients	Purchaser agrees to pay any "Labof" or "Installation" charges listed in this Agreement and to pay the "Total Monthly Charges" noted above.	
A. Terms Applying to Installation of Equipment 1. Purchaser authorizes and empowers Seller to Install or cause to be Installed the protective system set both on the Schedule of Protection, Purchaser agrees, that the work of Installation shall be performed on weekdays only unless the Purchaser directs otherwise, installation, Should Seller be forced to subcontract any portion of the Installation due to any tradition, Should Seller be forced to subcontract any portion of the Installation due to any tradition in the Installation of the Installation of the Installation and personal contracts are of electrical cullett required and necessary current through his meter at his expense. Purchaser shall, at his own opposes, make any necessary lepatrs of changes to Purchaser's premises, as requested by Seller, to Isaclinate the Installation and personal or the System. Any error or comission in the construction of Installation of the System must be settled to the Installation of the System must be constituted in the Installation of the System and the Installatio	4. It is agreed by the parties that this Contract will automatically renew itself for a period equal to the initial form of this Agreement, and will keep renewing itself for the same periods of time, unless prior to the explaint on this Contract, Purchaser or Soliter gives written notice of explainton. This notice must be given at least thirty (3d) days before the explantion date. Time is of the essence with regard to zuch termination doubten.	
face lack if for any reason Seller is unable to install this equipment, such will be installed	 Purchaser authorizes and empowers Seller to maintain and service the atoresaid system and to make any necessary inspections, tests and repairs as required, in the case of tire alarm protection, Purchaser, will notify Seller in writing of any change in lighting rating bureau 	
by the appropriate felephone company and billed directly to Purchaser. 3. Purchaser has the altimative duty to interm Seller, prior to beginning of the installation of the purchaser has the altimative duty to interm Seller, prior to beginning of the case of the purchaser where Seller school and (because of	or agency, Repairs necessitated by ordinary wear and tear shall be at Seller's underse only the 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 Soller receipts the state of the seller shall be seller at 900 at a second to the part of Soller shall be seller at 900 at a second to the part of soller shall be seller at 900 at a second to the part of soller shall be seller at 900 at a second to the seller shall be seller at 900 at a second to the seller shall be seller at 900 at a second to the seller shall be seller at 900 at a second to the seller shall be seller at 900 at a second to the seller shall be seller at 900 at a second to the seller shall be seller at 900 at a second to the seller shall be seller shall b	
une culputation with a material such as pipes, wires or aspastos) enter of drill holes, concealed obstructions by hazards such as pipes, wires or aspastos) enter of drill holes, Unless so notified. Seller will determine where to drill holes and place equipment. Seller will take reasonable precaultons to avoid one tendent obstructions, but has no means of deter- take reasonable precaultons to avoid one tendent or nearly any concealed places, whese or	5. Purchaser authorizes and empowers Seller to maintain and service the alpressid system and to make any necessary inspections, tests any repairs as required. In the case of fire alarm protection, Furchaser till healty Solar in artifacts as required. In the case of fire alarm protection, Furchaser in healty Solar and the second state of the second se	
other obstructions not identified by Purchaser prior to commencement of any work by Seller and any resulting damaged walls, ceiling floors or turnishings shall be the Purchaser's sole exponse and rosonsibility. It aspestos or other health hazardous material is encountered	which Seller's system is connected. 6. Purchaser acknowledges and agrees that this Agreement is for the providing of service and that expent as heriphtiat provided, the major components installed herein, including, but	
by the appropriate felephone company and billed directly to Purchaser. 3. Purchaser has the altimative 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, where or aspects) enter or drill holes (unless so notified, Seller will determine where to drill holes and place equipment. Seller will take reasonable precaultiers by avoid concepted obstructions, but has no means of under mining with certainty the seller will be considered to seller will be considered to the control of the contro	not limited to transmitters, detection devices, bell boxes, and controls shall at all times remain the sole property of Solior, Upon the expiration of this Agropment or upon and estudi- as herein sel forth, Seller is authorized to enter upon the premises of Pruchaspf and to remove all of the Solier owned equipment. Seller shall not be responsible for redecorating	
D. Tarme Applied to Solo	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 said Seller owned equipment to Seller in good condition, reasonable wear and tear 9x-	
 The System shall remain the parsonal property of Seller until fully paid for in cash by purchaser, and Purchaser agroes to perform all acts which may be necessary to assiste the retention of tille to the System by Seller, Should Purchaser could be my proper to a seller. 	cepied. Upon completion of the removal of the installation, little to all of the nerrecoverable equipment, material, supplies, including but not limited to wire, cable, toil conduit, screens and the labor for the installation of the system and) vest in the Purchaser. Notwithstanding the foregoing, during the term of this Agigement, Purchaser with reading the demonstration of the conduction of the conducti	
1. The System shall remain the parsonal property of Setter until fully paid for in cash by Purchaster, and Purchaser agrees to perform all ages which may be necessary transpilled to the purchaser agrees to perform a set of the purchaser agrees to be proposed to the property of the property to the Premiser of such System or any part of the earne, shall past to Purchaser's default of the property to the Premiser of such System or any part.	which Seller's system is consisted. Purchaser acknowledges and spress that this Agreement is for the providing of service and that except as hereinstiter provided, the major components installed hereis, including, but not limited to transmitters, detection devices bell boxes and controls shall at all times remain the sell properties beliefor the sellent properties of the properties of t	
psymoni. Flick of loss of the System, of 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 night to essent a claim against your property. Under Jaw, you may protect yourself against such claims either by 'lining with the court a 'No Lien Agreement' or a payment bond, depending upon the law of the state where your property is located.	does not create a tixture to Purchaser's premises as to that equipment.	
yoursen against sum claims enter by litting with the court a "to Lien Agreement of a payment bond, depending upon the law of the state where your property is located. This Purchaser agrees to keep the System tully insured while title is retained by Seller. This Purchaser agrees to keep the System tully insured while titled branchisines will be both		
Defined the definition of the System fully insured while title is retained by Seller. This insurance will be for loss by life, theft, 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 loss, demang, 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.	

PURCHASER

By: AUTHORIZED SIGNATURE

GUARDIAN PROTECTION SERVICES, INC.

Ву: _





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

COMMERCIAL A			
THIS AGREEMENT is made this 31STday of MAY, ,			
("Seller") and <u>JENNIFER CONVERTIBLES / IOP</u>	("Purchaser") for		
services to be performed at 15782 LAGRANGE ROAD, ORLAN	("the Premises").		
The Services (as described below) shall include (check appropriate	te boxes):		
The sale and installation of an emergency detection and report	ing 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 S	vstem/Services are as follows:		
	COST		
DESCRIPTION 1 - CONTROL PANEL FA147			
1 - CONTROL PANEL FA147 1 - KEYPAD KP245	Less Deposit: N/A	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 LABOR, PARTS, WIRE, & MISC.			
CUSTOMER RESPONSIBLE FOR AC POWER OUTLET, TELE,			
SERVICE & PERMIT FEES	internally account of the		
	intoriting too		
	Monthly Open/Close Reports \$ TOTAL MONTHLY CHARGES* \$	38,00	
	(*Subject to Applicable Tax.)	70.100	
		MADEENT V	
	SPECIAL CONDITIONS: BILL QI BILL TO: JENNIFER CONVER		
	417 CROSSWAYS PARK DR. WOO		
PLEASE READ THE TER ON THE FRONT AND BACK OF THIS	MS AND CONDITIONS S AGREEMENT BEFORE SIGNING.		
	C. Terms Applying to Lease		
A. Terms Applying to Installation of Equipment Purchaser authorizes and employees Soller to install or cause to be installed the protective solution. Burchaser agrees that the work of installations.	Purchaser is the owner, occupant, or leases of the Premise: Purchaser shall provide Seller with proof of status.	s noted in this Agreement.	
system set forth or the Schlead of Policy and the Purchaser directs otherwise, in which the 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 installations. Should Saller be forced to subconfirst any portion of the Installation due to any trace	Purchaser hereby leases the Equipment from Seller for a period of this period commencing with the completion of installation of the	f months;	
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 neces-	Purchaser agrees to pay any "Labor" or "Installation" charges lis pay the "total Monthly Charges" noted above.	ted in this Agreement and to	
A. Terms Applying to installation of Equipment 1. Purchaser authorizes and emowers Soller to install or cause to be installed the projective system set borth on the Schedule of Projection. 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 abbountable up profine of the installation due to any read uning jurisdiction dispute, the additional cost caused by asserting the state of the property of the pr	4. It is agreed by the parties that this Contract will automatically return to the initial form of this Agreement and will keep renewing its	new itself for a period equal self for the same periods of	
days are completed to the literature. Seller assumes no liability for delay in installa- satisfactory to and accepted by Purchaser. Seller assumes no liability for delay in installa- tion of the equipment, or for interruption of service due to strikes, nots, stomes, stomes,	4. It is agreed by the parties that this Contract will automatically to the initial term of this Agreement and will keep renewing its time, unless prior to the expiration of this Contract, Purphaser, of expiration. This notice must be given at losat thing (39) days Time to of the essence with regard to such termination notice.	s before the expiration date.	
service to Purchaser while 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 inter-	5. Purchaser authorizes and empowers Seller to maintain and a and to make any necessary inspections, tests and repairs as a constant of the constant and the co	ervice the aforesald system required, in the case of tire	
2. There may be a one time installation les to install the necessary telephone company inter- tion to the foreign reason Seller is unable to install this equipment, such will be installa- tion that the seller interest in the seller in th	or agency. Repairs necessitated by ordinary wear and toar shall be performed as soon as reasonably possible after recent the recent of the rec	il be at Seller's expense and sipt of notice by Seller from equired on the part of Seller	
the Equipment, of every location at the premises where Selfer should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or dtill holes (Injess so notified. Selfer will determine where to drill holes and place equipment. Selfer will	5. Purchaser authorizes and empowers Seller to maintain and a and to make any necessary inspections, tests and repairs as alarm protegition. Purchases will footly Seller in writing of any end of the protegit of the protegi	n. on a regular business day. re solely to the maintenance pated to insure the operation	
take reasonable precautions to avoid concealed obstructions, but has no means of deter- mining 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	of the System or to maintain or service Purchasers properly which Seller's system is connected.	the assolding of copies and	
by the appropriate felephone 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 oncealed obstructions, or hazards such as pipes, where or asbestos) enter or digit holes. Unless so notified, Seller will determine where to drill holes and pipes equipment. Seller will take reagonable precedures to evolve concealed obstructions, and concealed pipes, wires or amount of the premiser of the seller will read the seller will be seller w	which Sollar's system is connected. 8. Purchase of a hereighter provided, the major bomponents in the limited to transmitters, detection devices, bell boxes and remain the sole property of seller. Upon the expiration of this Ay as herein as) forth, seller is surfounced to effect upon the premises of burness and property of seller. Upon the expiration of this Ay as herein as) forth, seller is surfounced to effect upon the premises of burness and seller owned equipment. Soiler shall not be the promises of the property of the seller in good condition, as add Seller owned equipment to Seller in good condition, as cepted. Upon completed of the removal of the installation, title equipment, masterial, supplies, neglet in year and weather the seller in good condition, the equipment, masterial, supplies, neglet the system shall vest in the storegoing, during the term of this Agreement, Purchaser, and the seller in good condition, and the toregoing, during the term of this Agreement, Purchaser end, and the seller of the condition of the system or permit enclumbered, taken from the premises, tampered with or depote of any portion of this system or permit enclumbered, taken from the premises, tampered with or repair and the seller owned equipment of the permit of the seller owned equipment of the seller owned equipm	statled herein, including, but a controls shall at all times breement or upon any detault	
ous material contractor that continuation of work will not pose any danger to Seller's person- net. In o case shall Seller be liable for a) the discovery of exposure of hidden aspessos or other hazardous material or b) the handling or disposing of aspessos or any other hazardous	as herein set form. Seller is authorized to enjer upon the presence all of the Seller owned equipment. Seller shall not be the promises of Purchaser after the removal of such equipment.	emises of Purchasel and to responsible for redecorating nt. Removal of Seller owned	
B. Barrer American to Pole	oculinment shall be without prejudice to the collection of any entire contract or extensions or renewals thereor. Purchaser it said Selier owned equipment to Seller, in good condition, is	and all sums due under the sell, in such event, return the asonable wear and lear ex-	
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 retarding 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, it made by Seller, shall not be desirated a waivy of seller's right to demages that Seller sustains as a given to the seller shall be sel	cepted. Upon completion of the removal of the installation, (like equipment, materials, supplies, including but not limited to write and the labor for the installation of the system shall vest in the light of the labor for the installation of the system shall vest in the labor for	, cable, foil conduit, screens a Purchaser. Notwithstanding will not damage, encumber.	
relegation of title to the System by Select authorizes and empowers Seller to remove the System system or any part from the Premises. Such removal, if made by Seller, shall not be desined a melbor of Seller a right to demones that Seller sustains as a result of Purchaser's default,	tamper with or dispose of any portion of this system or permit encumbered, taken from the premises, tampered with or repail enthorized again of Seller. In the event of loss or damage to	the system to be damaged, red by anyone who is not an any portion of this system.	
and Seller shall have the right to entorce any other legal remedy or right. Furthermore, Seller shall be in no way obligated to restore the Premises to its original condition, or redocorate same in the event of the System or any part is removed as a result of Purchaser's default in	whether owned by Seller or Purchaser, Purchaser agrees to per for the replacement or repair of the Seller owned equipme Purchasers premises. Purchaser agrees that the installation of	nt or the installation on the	
payment. Risk of loss of the System, or any part of the same, shall pass to Purchaser upon delivery to the Promises of such System or any part.	does not create a lixture to Purchaser's premises as to that equ	opmeru.	
and has the right to assert a claim against your property. Under law, you may protect yoursel against such claims either by liling with the count a "No Lien Agreement or a yoursell against such claims either by liling with the count a "No Lien Agreement or a yoursell against such the law at the state where your groups to located."			
payment out to appare the System fully insured while title is retained by Seller. This insurance will be for loss by lire, their, or any cause, and the listed beneficiaries will be both			
payment ours, depending upon in several process. The several payment ourself of the several payment of the several			
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 DETERRENT AND IS NOT TO BE CONSIDERED AS A SUBSTITUTE FOR INSURANCE AGAINST DETERMINED.	THAT SELLER HAS MADE NO REPRESENTATION OR WARRANT RELIED ON ANY REPRESENTATION OR WARRANTIES, EXPRESS	TES NOR HAS PURCHASER OR IMPLIED, WRITTEN OR	
DETERRENT AND IS NOTT DE CONSIDERED AS A SUBSTITUTE PROMASER FURTHER LOSSES CAUSED BY FIRE, THEFT, BURGLARY OF OTHER CHAIR PURCHASER FURTHER ACKNOWLEDGES THAT SELEN 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 WARRANT RELIED ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OPAL EXCEPT AS SET FORTH HERBUR. AND PURCHASER ACK READ AND UNDERSTANDS THE PARAGRAPHS OF THIS AGREE PARAGRAPHS WHICH SET FORTH SELLER'S OBLIGATION AND EVENT OF ANY LOSS OR DAMAGE TO PURCHASER.	MENT, ESPECIALLY THOSE MAXIMUM LIABILITY IN THE	

PURCHASER

By: AUTHORIZED SUEN

GUARDIAN PROTECTION SERVICES, INC.

Ву: _

D. Terms Applying to Monitoring Service

- Obligation. The Purchaser and Seller agree that Seller's only obligation under the Monito ing Service portion of this Agreement shall be to monitor signals received and to respon thereto. Seller, upon the receipt of a signal from the Purchaser's Premises, shall make ever reasonable ellor to transmit notification of the alarm prompty to the police. The or oth authorities and/or the person or persons whose names and telephone numbers are set for in the "Responsible Party Data", unless there is just cause to assume that an emergent condition does not exist.
- Termination. In the event that the Purchaser falls or refuses to make payment for services furnished or to be furnished. Soller will give the Purchaser at least thirty (30) days notice of remination 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 therm 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 impropriitable.
- Impracticable.

 3. Renewal. The term of the Monitoring Services Agreement shall be a the truther service is the provided under this Agreement to the date service is to be provided under this Agreement to the date this Agreement is signed by Purchasor, which ever is later. Purchaser agrees to pay the "Total Monithy 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 department of the experiment of
- Return of Equipment. The Purchaser acknowledges that the digital control device and any wireless communication equipment used in conjunction with central station meationing 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.
- source your notice to the PETCHESET.

 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 alince 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, whids, 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 services 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 Alarma. 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 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
 - Suspension of Cancellation of this Bystem. 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 imprecitable 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 grace (the times 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 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 now 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 the state of the purchaser. Once it is the resulter 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 delective in workmarship or material under normal use within the limited equipment warranty period. Seller may use reconditioned parts in utilitiment of this obligation. Replacement parts are warranted only to the unoxylired 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's that is warranted and that proves to be delective in workmanship or material under
- (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 browned to the seller's control included but not limited to accident, power surges or browned to authorized by Seller, misapplication, force of the elements or acts of God. Service calls which do not involve defective workmarship 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 Werranties are the sole werranties made by Sellar, 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 lisu 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 Purchased 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 in the System for repairs is the responsibility of the Purchaser. Seller will endeavor to perform repairs exercice 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.

(a) LIMITATION OF LIABILITY:

SELLER DISCLAIMS ALL LIABILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER GROUNDED IN CONTRACT, TORT, WAR-RANTY, OR ANY OTHER THEORY. Such damages include, but are not limited to loss of prolits, loss or their of savings or other property, loss of the use of the System or the Premises, cost of substitutes, damage to property, lines 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;
 - Purchaser's property or premises;

 (ii) Purchaser acknowledges that it is impractical and extremely difficult to fix the actual damages, it 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 alfocied by occurrences which the system or service is designed to detect or avert; (B) The uncertainty of the response time of any policies (if 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 the performed by Seller.
 - (iii) Purchaser understands and agreas 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 whatscever, 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 it 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, essigns or employees.
 - (iv) In the event that the Purchaser wishes Selier to assume greater liability, Purchaser may, as a matter of right, obtain from Selier a higher limit by paying an additional amount determined by Selier in view of the increase in damages, but such additional obligation shall in no way be interpreted to hold the Selier as an
- 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 desmed to be 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 achedule. All changes, revisions and modifications to the above shall be supplied to Seller in writing.
- changes, revisions and modifications to the slove shall be supplied to selled in writing.

 Change to the System; Coat of Repetrs; 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 insurrance interests or inspection and rating bureaus, are to be bome by Purchaser. PURCHASER ACKNOWLEDGES THAT PURCHASER HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAIL-BILE AND MAY BE GETAINED 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 bome exclusively by Purchaser whose obligations hereunder shall not be diminished by any such loss or damage.
- diminished by any such loss of damage.

 Late Fees and interest; Reconnect Charges. If the Purchaser is late with any payment, the Saller, 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 delinquoncy 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 elarm system is describated because of 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 transfer of Purchaser's Premises shall not relieve Purchaser of his duties and obtunder this Agreement Purchaser may not assign or permit anyone to take subject 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, tirm 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 warrenties, maximum liability, liquidated damages, and third party indemnitication, 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.
- tors with this 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) casses doing business as a going concern, (iii) becomes insolvent, (iv) makes an assignment for the benefit of creditors, (v) files a potition or is the subject of a petition filed against Purchaser under the Bankruptry 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 thinty (30) days 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 alorseshed 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 removal term thereing upon the happening of any other contingency set forth herefore process of law and without enter said premises and remove the equipment which appears of any other contingency set forth herefore process of law and without enter said premises and remove the equipment which sellers that make the seller habit for any normal damage caused to the premises by installation or removal of its equipment. Prior Agreements. Purchaser warrants and represents that Purchasor is not under any en-
- Prior Agreements. Purchaser warrants and represents that Purchasor 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 Indemnity and save harmless Seller against all claims, demends, 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 eums, including reasonable attorney's fees, for the delense of any such dalim 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 Agree
- main.

 3. Indemnification. Purchaser agrees to and shall indemnity and save harmless Seller, its employees and agents for and spainst all third party claims, leavable and losses arising out of or the control of Seller, its appears are read to employees. This agreement by Purchaser to Indemnity 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 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.
- 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 m fication purporting to change this Agreement shall be binding unless evidenced in signed by the party to be bound, and, in this 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 herain and superades 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 Lew. This agreement shall be deemed to have been made in Pittsburgh, Pennsylvania. Any claim arising out of this Agreement shall be filled 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.



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

COMMERCIAL AGREEMENT

THIS AGREEMENT is made this 31STday ofMAY	
"Seller") and	
The Services (as described below) shall include (check appropria	
the sale and installation of an emergency detection and report	tung system (the System),
the lease and installation of the System; and /or	Phone:
monitoring services for the System or an existing system.	, , , , , , , , , , , , , , , , , , ,
The cost and description of the S	System/Services are as follows:
DESCRIPTION	COST
1 - CONTROL PANEL FA 147	Installation: NO CHARGE
1 - KEYPAD KP 245	Less Deposit: N/A
1 - PORTABLE PANIC	Balance Due*: N/A
1 - FIXED PANIC	(*Subject to Applicable Tax) Payable as follows:
1 - TIE IN EXISTING PARTS	Fayable 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.
and the second s	417 CROSSWAYS PARK DR, WOODBURY, NY 1179
PLEASE READ THE TER ON THE FRONT AND BACK OF THE	MS AND CONDITIONS S AGREEMENT BEFORE SIGNING.
A. Terms Applying to installation of Equipment	C. Terms Applying to Lease
1. Purchaser authorizes and employers delice to instant or cases on that the work of installa- system set forth on the Schedule of Protection. Purchaser agrees that the work of installa- tion shall be performed on weekdays only unless the Purchaser directs otherwise, in which the Burthager backly ergoed for the National or any resulting increased costs for installa-	Purchaser is the owner, occupent, or lessee of the Premises noted in this Agroement. Purchaser shall provide Seller with proof of status. Purchaser hereby leases the Equipment from Seller for a period of command
tion. Should Saller be lorced 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	2. Purchaser hereby leases the Equipment from Seller for a period of 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.
A. Terms Applying to installation of Equipment 1. Purchaser subnizies 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 unjust the Purchaser directs otherwise, in which case, the Pulchaser hereby agrees to pay Seller any resulting increased cost for installation. Should Seller be forced to suphornate any portion of the installation of the stallation of the sta	pay the *Total Monthly Charges* noted above. A. It is somed by the parties that this Contract will automatically renew itself for a period equal
tation of the System must be called to the attention of Sellet, in while with the deemed totally days after completion of the installation. Otherwise, the installation easile be deemed totally satisfactory to and accepted by Purchaser. Seller assumes no liability for delay in installations and the self-self-self-self-self-self-self-self-	4. It is agreed by the parties that this Contract will automatically renew itself for a ported equal to the unitial term of this Agreement and will keep renewing itself for the same period of time, unless prior to the expiration of this Contract, Purchaster of Selfer eves written notice or expiration. This notice must be quite at least their (30) days before the expiration date, time is of the essence with regard to such termination notice.
tion of the equipment of for interruption of survive due to any such cause may continue, service to Purchaser while interruption of service due to any such cause may continue.	Timo is of the essence with regard to such termination notice. 5. Purchaser authorizes and empowers Seller to maintain and service the aforesaid system.
tage lack if for any reason Seller is unable to install this equipment, such will be installed	B. 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 alam protection, Purchaser will holly Seller in witting of any change in its fire tailing bureau or agency. Repairs necessitated by drollinary wear and tear shall be at Seller's expense and hall be performed as soon as reasonably possible after receipt of notice by Seller inon Purchaser. All necessary inspections and todis which may be returned on the part of Seller's purchaser and the performed between the hours of protein a.m. and correlates the part of Seller's purchaser expenditude that Seller's and the seller's property of the maintenance of the System or to maintain or service Purchaser's property or the property of others to which Seller's system is connected.
by the appropriate felsphone company and billed directly to Purchaser. Purchaser has the affirmative duty to Intorm Seller, prior to bealaning of the installation of the Equipment, of every location at the premises where Seller should not (because of concedied obstructions or hazards such as pipes, where of sabestos) enter or drill, holes. Unless so notified, Seller will determine where to gith holes and place equipment, Seller will take reasonable precautions to avoid conceded obstructions, but has a present seller will care mining with certainty they avoid conceded obstructions, but has a present seller will continue the precautions of which are mining with certainty they have been considered to commencement of any work by Seller and any resulting damaged walls, ceiling ideors or turnishing shall be the Purchaser's sele expense and responsibility. If asbestos or other health hazardous material is encountered quiring the installation of the Equipment, Seller will be appropriate the purchaser's selections of the propriate of t	shall be performed as soon as feasonaby possible after receipt of hobby by Selly III Purchaser. All necessary inspections and casts which may be required in 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.
conceded obstructions of hazards such as pipes, where or aspessory effect of the notification of the control of	of the specified alarm system and that Seller's in no way obligated to insure the operation of the Seller or to maintain or service Purchaser's property or the property of others to the Seller is a system and that Seller is in no way obligated to insure the operation of the Sellers are property of others to the Sellers are property of others to
mining with centainty it they east. Any cost included to repair any cost of the commencement of any work by Seller and any resulting damaged walls, celling floors or furnishings shall be the Purchaser's sole and any resulting damaged walls, celling floors by furnishings shall be the Purchaser's sole and any resolution with the purchaser's continued to the purchaser's sole and the purchaser's s	Purchaser acrowledges and agrees that this Agreement is for the providing of service and Purchaser acrowledges and agrees that this Agreement is for the providing of service and Purchaser acrowledges provided the major components installed hereit, including, but
during the installation of the Equipment, Seller will cease work until Purchaser has at purchasers sole expense obtained clearance from a licensed asbasics removal of hazard- ous material contractor that continuation of work will not pose any danger to Seller p person-	not limited to transmittere, detection devices, bell boxes and controls shall at all times remain the sole property of Seller. Upon the expiration of this Agreement of upon any obtault es bergin set furth. Seller is authorized to enter upon the premises of Purchaspi and to
nol. In no case shall Seller be liable for a) the discovery or exposure of hidden aspestos or other hazardous material or b) the handling or disposing of aspestos or any other hazardous material.	remove all of the Seller owned equipment. Seller shall not be responsible for redesorating the premises of Purchaser after the removal of such equipment. Removal of Seller owned equipment shall be without prejudice to the collegion of any and all sums due under the
m m - 1 - 1 - 1 - 1 - 1 - 1 - 0 - 0 - 0	which Saller's system is connocted. Purchaser accommodates and agrees that this Agreement is for the providing of service and the providing as hereinstifer provided, the major components installed herein, including but the initial to transmitters, detaction devices, beliboses and controls shall at all limes remain the sole property of Seller. Upon the extination of this Agreement of upon any default as herein set (orth, Seller is authorized to enter upon the premises of Purchaser and the premise of Purchaser and the sentire contract or extensions or renewals theroof. Purchaser shall, in such event, return the entire contract or extensions or renewals theroof. Purchaser shall, in such event, return the capital contract or extensions of the removal of the installation, reasonable was and over excepted. Upon completion of the removal of the installation, reasonable was and over excepted. Upon completion of the removal of the installation of the extension of the premiser and the properties of the formation of the premisers half work in the Purchaser, Notwithstanding the foreigned, during the term of this Agreement. Purchaser will not damage, encumber of the properties of the purchaser agrees that system or permit the gystem to be damaged, encumbered, tales from the promises, and properties or purchaser agrees that the installation of the system to the seller owned by Seller or Purchaser agrees that the installation of the Seller owned equipment.
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 relention of tills 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 (form the Premissas, Such removal, if made by Seller, shall not be depended a waiver of Seller's right to damages that seller the legal remody or right. Furthermore, Seller and the seller than the selle	equipment, material, supplies, including but not imited to wite. Seale, not not make and the labor for the installation of the system shall vest in the Purchaser. Notwithstanding and the laboration of the system shall vest in the care with not damage, encumber, the foregoing, during the term of this Agreement, Purchaser will not damage, encumber, the covern or normal the system to be demanded.
system or any part, then Purchaser authorizes and empowers setul to lend the premises. Such removal, if made by Seller, shall not be deemed a orange and seller sustains as a result of Purchaser's detault, waiver of Seller's right to damages that Seller sustains as a result of Purchaser's detault, waiver of Seller's right to damages that Seller sustains as a result of Purchaser's detault,	encumbered, taken from the premises, tampered with or repaired by envone who is not an authorized agent of Seller. In the event of loss or damage to any portion of this system who be remarked by Seller. In the event of loss or damage to any portion of this system who becomes a constant the selection of the system of the selection of the selecti
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 same in the event of the System or any part is removed as a result of Purchaser's default in	or the replacement of regain 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 future to Purchaser's premises as to that equipment.
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	account of account of management of the second of the seco
paid has the right to assert a claim against your property. Under tax, you have yourself against such claims either by filling with the court a "to Lien Agreement" or a sourcest hand depending upon the law of the state where your property is located.	
3. Purchaser agrees to keep the system fully insured while title is retelled by Seller. This insurance publishes to the system fully insured while titled beneficiaries will be both system or the system of the system will not release or end the contraction of the System will not release or end the contraction of the System will not release or end the contraction of the System will not release or end the contraction of the System will not release or end the contraction of the System will not release or end the contraction of the System will not release or end the contraction of the System will not release or end the contraction of the System will not release or end the contraction of the System will not release or end the contraction of the System of	
Seller and Purchaser, with any loss comments being made off rate to each part 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	
öbligations of the Purchaser as set forth in this Agreement. ACKNOWLEDGMEN	IT OF PURCHASER
	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 HERRIN; AND PURCHASER ARKNOWN DOES THAT HE HAS READ AND UNDERSTANDS THE PARAGRAPHS OF THIS AGREEMENT, ESPECIALLY THOSE PARAGRAPHS OF THIS AGREEMENT, ESPECIALLY THOSE PARAGRAPHS WHICK SET FORTH SELLER'S ORLEGATION AND MAXIMUM LIABILITY IN THE
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 ACKNOWLEDGES THAT SELLER IS NOT AN INSURER: THAT PURCHASER ASSUMES ALL RISK ACKNOWLEDGES THAT SELLER IS NOT AN INSURER: OR TO UTS CONTRETTS:	ORAL, EXCEPT AS SET FORTH MEREIN; 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
FOR LOSS ON DAMAGE TO POTOTIRE EXTENSION STATE OF THE STA	EVENT OF ANY LOSS OR DAMAGE TO PURCHASER.
GUARDIAN PROTECTION SERVICES, INC.	PURCHASER A A A Childa
By:	By: Milly Shifty

D. Terms Applying to Monitoring Service

- Obligation. The Purchaser and Soller 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
- 2. Termination. In the event that the Purchaser lails 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's 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.
- Impracticable.

 Renewal. The term of the Monitoring Services Agreement shall be derived to the date service is to be provided under this Agreement or the date this Agreement is signed by Purchaser, which ever is letter. Purchaser agrees to pay the Trotal Monthly Charges' listed on the reverse. This Agreement shall automatically, without action by sither party, extend and renew itself under the same terms and conditions for successive periods of the state of the service of the servi
- 4. Return of Equipment. The Purchaser ecknowledges 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.
- 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 alrea signate to Seller are received solely by means of telephonic communication. Seller assumes no ilability 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 stillity 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 recognition is hindered by man-made static, by static of natural causes or by natural phenomens, such as sunspot scrivity or solar winds.
- Police and Fire Department Connected Alarma. Purchaser acknowledges that if the signals transmitted from Purchaser's premises will be monitored in municipal police and/or fire departments or other localitons, that the personnal of such municipal police and/or fire department or other localitons 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 celled, without notice at the option of Sellier, it Seller's or Purchaser's premises or exment is destroyed by file or other catastrophe, or so substantially damaged that it is implical to continue service, or in the event that Seller is unable to render service as a resulany action by any governmental authority.

GENERAL TERMS AND CONDITIONS

1. Limited Warrenties 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 expler <u>stands 1988 date</u> 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 Werranty, 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 was the completion of installation and shall expire was the completion of the c
 - (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 detective 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 delective in workmanship or material under some little of the committee.
- 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 secident, 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 attibutable 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, ricts, force of the elements, acts of God, interruption in utility service, or delay in response time by Municipal Sarvices.
- (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 liqu of all other warranties whether express implied. SELLER EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANT-ABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER IMPLIED WAR-RANTIES, ARISING THROUGH TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE.
- (e) The toregoing remedies are the SOLE and EXCLUSIVE remedies on which Purchased 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 efter 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 very from state to state.

(a) LIMITATION OF LIABILITY:

SELLER DISCLAIMS ALL LIABILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR COMSEQUENTIAL DAMAGES WHETHER GROUNDED IN CONTRACT, TORT, WAR-RANTY, OR ANY OTHER THEORY. Such damages include, but are not limited to loss of profits, loss or that 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;
- Purchaser's properly 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'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 evert; (8) The uncertainty of the response time of any policy in or other municipal service "Municipal Service", (C) The inability to ascertain what portion, if any, of any loss would be proximately caused by Selier's failure to perform or by failure of its equipment to operate; or (D) The nature of the service to be performed by Selier.
- (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 whotsoever, Seller's liability shall be limited to One Thousand Dollars (\$1,000.00) and this liability shell be EXCLUSIVE; and that the provisions of this Section shall apply it 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 spents, 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
- 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 Selle will not be used for personal family or household use. This Agreement is deemed to be

- 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 pramises of Purchaser during the regularly scheduled closed period, and/or be notified in the event of an alarm, and to humbih 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.
- changes, revisions and modifications to the above shall be supplied to Selter 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 povernmental agency or insurance interests or inspection and rating bursaus, are soon to the protection of the contract of the contrac
- Late Fass and Interest: Reconnect Charges. If the Purchaser is late with any paymont, the Seller, it allowed by law, can charge the Purchaser a late tee of \$3 on any payment to other administrative charges related to the collection of the tate 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 peat due belance, and if Purchaser desires to have the system reactivated, Purchaser agrees to pay in advance to Saller 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 Premisea. 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 Sellor.
- Assigness/Subcontractors of Beller. Seller shall have the right to assign this Agreement to any other person, lirm or corporation without notice to Purchaser and shall have the turther right to subcontract any installation and/or services, including monitoring, which it may perform. Purchaser acknowledges that this Agreement, and perfluciarly those persgraphs relating to Seller's disclaimer of werranties, maximum liability, liguidated damages, and third party indemnitication, inure to the benefit of and are applicable to any assigness and/or subcontractors of Seller, and that they bind Purchaser with respect to said assigness and/or subcontractors with the same force and effect that they bind Purchaser to Seller.
- tors 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) cases doing business as a going concern, (iii) becomes insolvent, (iv) makes an easignment 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 fire organization, 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 thiny (30) days written notice of such default, and if such default is not cured within such thiny (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 immodiately entering the aforesaid premises or 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 act forth herein, the Seller may immediately enter said premises and remove the equipment with or without process of law and without Removal of the equipment belonging to the equipment belonging to the equipment believe to the seller; upon the seller shall not be conditioned without process of the world without liability for damage to person or property arising out and constitute a walver of any of the equipment.

 1. Prior Agreements, Purchaser warrants and represents that Purchaser is not under any en-
- caused to the premises by installation or removal or 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, sults, expenses and demages 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 govern, whether such purchase order or other document its prior or subsequent to this Agree
- Indemnification. Purchaser agrees to and shall indemnify and save harmless Soller, its employees and agents for and against all third party claims, leveuits 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, servante or employees. This agreement by Purchaser to Indemnity Seller against third party claims as herein above set forth shall not apply to losses, expanses 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 in or 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 less 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.
- 18. Modification of Terms. No understanding, promise, representation, waiver, atteration, or modification purporting to change this Agreement shall be binding unloss evidenced in writing signed by the party to be bound, and, in the case of Seller, approved by an officer of Seller.
- 3 Gined by the party to be bound, and, if not case to select, approved by a toward of case with respect to the transactions described heroin and supersactes all provious negotiations, commitments and writings. It say 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.



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

COMMERCIAL AC		
HIS AGREEMENT is made this 315 day of MAY,	19 99 by and between Guardian Protect	ion Services, Inc.
Seller") and		("Purchaser") for
ervices to be performed at <u>3600 BROADVIEW VILLAGE SQ</u>	UARE, BROADVIEW, IL 60153	("the Premises").
he Services (as described below) shall include (check appropriate	e boxes):	
the sale and installation of an emergency detection and reporting	ng 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 Sy	stem/Services are as follows:	
DESCRIPTION	COST	
- CONTROL PANEL FA147	Installation:NO_CHARGE	
- KEYPAD KP245	Less Deposit: N/A	
- PORTABLE PANIC	Balance Due*:N/A	
1 - FIXED PANIC	(*Subject to Applicable Tax)	
1 - TIE IN EXISTING PARTS		
LOT - NON-UNION PARTS, LABOR, WIRE, & MISC. CUSTOMER RESPONSIBLE FOR AC POWER OUTLET, TELE,		
SERVICE & PERMIT FEES		
	Michility Leading 1 co	
	Monthly Monitoring Fee \$ Monthly Open/Close Reports \$	
		38.00
	(*Subject to Applicable Tax.)	
	SPECIAL CONDITIONS: BILL O	UARTERLY
	BILL TO: JENNIFER CONVERT	IBLES, INC.
	417 CROSSWAYS PARK DR, WOO	DBURY, NY 1179
PLEASE READ THE TERI ON THE FRONT AND BACK OF THIS	NS AND CONDITIONS AGREEMENT BEFORE SIGNING.	
A. Terms Applying to Installation of Equipment	C. Terms Applying to Lease	
Purchaser authorizes and empowers Seller to install or cause to be installed the grotective Purchaser authorizes and empowers Seller to install or cause to be installed the work of installed system sol forth on the Schedule of Projection. Purchaser agrees that the work of installed system sold installed in which	Purchaser is the owner, occupant, or lessee of the Premis Purchaser shall provide Seller with proof of status.	es noted in this Agreement.
tion shall be performed on weekdays only unjust for proceed increased cost for installa- case, the Purchaser hereby agrees to pay Seller any resulting increased cost for installa- tion. Should Seller be proced to subcontract any portion of the installation due to any trade tion. Should Seller be proceed to subcontract any portion of the installation due to any trade	Purchaser hereby leases the Equipment from Seller for a period this period commencing with the completion of installation of its	of months; ne Equipment.
union juniscition dispute, the authorizes use of electrical outlets required and necessary current by Purchaser. Purchaser authorizes use of electrical outlets required and necessary necessary in the own expense, make any necessary through his meter, at his expense, Purchaser's premises, as requested by Seller, to facilitate the	 Purchaser agrees to pay any "Labor" or "installation" charges in pay the "Total Monthly Charges" noted above. 	isted in this Agreement and to
A. Terms Applying to Installation of Equipment 1. Purchaser authorizes and empowers Saller to install or cause to be installed the protective system sol torth on the Scheduled Protection. Purchaser agrees that the work of installation is provided in the state of the system of the purchaser in the Surface of the Surface	4. It is agreed by the parties that this Contract will automatically to the initial learn of this Agreement and will keep renewing time, unless prior to the expiration of this Contract, Purchashor of expiration. This notice must be given at least thry can time to of the essence with regard to such termination notice.	renew itself for a period equal itself for the same periods of ror Seller gives written notice lys before the expiration date.
earnquakes, lifes, while interruption of service due to any such cause may continue. There may be a one time installation lee to install the necessary telephone company inter-	Time is of the essence with regard to such reministion nature. 5. Purchaser authorizes and empowers Seller to maintain and and to make any necessary inspections, tests and repairs a sammone, repairs a research to the sammone of th	service the aforesaid system s required, in the case of fire change in its fire rating bureau
2. 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. 2. There was the description of the property of the prope	or agency. Repairs necessitated by ordinary wear and tear in or anali be performed as soon as reasonably possible after is Purchaser. All necessary inspections and losts which may be	ceipt of notice by Seller from required on the part of Seller
the Equipment, of every location at the premises where Seller should not locates to the Equipment, of every location at the premises where Seller should not locate or ordin holes, conceeded obstructions or hazards such as pipes, wires or espectos enter or drill holes, contained the such contains the	shall be performed between the nours of 9:00 a.m. all 3:00 p Purchaser scknowledges that Seller's obligation hereunder re of the specified alarm system and that Seller is in no way ob	fers solely to the maintenance ligated to insure the operation of the property of others to
take reasonable preceptions to avoid concealed obstructions, but make no intents to the take reasonable preceptions of the process of the pro	which Seller's system is connected.	or the providing of service and
ter the appropriate felephone company and billed directly to Purchaser. 3. Purchaser has the altimative duty to Inform Seller, prior to beginning of the installation of threatening the company of the control of the premises where Seller should not because of threatening the control of the	that except as herelifiater provided, the major components not limited to transmitters, detection devices, bell boxes a regard the scale property of Seller, Upon the expiration of this	installed herein, including, bu nd controls shall at all time: Agreement or upon any defaul
Purchasers sole expense buttained death of will not pose any danger to Seller's person- ous material contractor that continuation of work will not pose any danger to Seller's person- nel. In no case shall Seller be liable for a) the discovery or exposure of hidden asbestos or the paradisis material or b) the handling or disposing of asbestos or any other hazardous	as herein set forth Seller is authorized to enter upon the remove all of the Seller owned equipment. Seller shall not the premises of Purchaser after the removal of such equipment.	premises of Purchaser and the responsible for redecoration and the responsible for redecoration and the responsible for the same discussions and the responsibilities are responsible to the responsibilities are resp
	equipment shall be without prejudice to the collection of an entire contract or extensions or renewals thereof. Purchaser said Seligr owned equipment to Selier in good condition, the contract of the contraction of the cont	shall, in such event, return the reasonable wear and tear ex the to all of the nonrecoverable
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 Purchaser, and Purchaser agrees to perform all acts which may be necessary to assure the	cepted. Upon completion of the tended by the imitted to will equipment, material, supplies, including but not limited to will end the labor for the instellation of the system shall yet in the forceding during the term of this Agreement, Purchasi	re, cable, fell condult, screen the Purchaser. Notwithstandin ar will not damage, encumber
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 Purchaser, and Purchaser agrees to perform all acts which may be necessary to assure the Purchaser, and Purchaser and Purchaser acts and empowers Seller to remove 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 necessaries and experience of the Seller such and Seller's shall never the night to remove the Seller such and seller's shall be	which Seller's system is connocted. 6. Purchaser acknowledges and agrees that this agreement is in the except as hereinfilter provided, the major components and limited to transmitter selection of the explication of the selection and the selection of the selec	nit the system to be damaged alred by anyone who is not at to any portion of this system pay Seller the reasonable valu- lent or the installation on the of the Seller owned equipment quipment.
2. Under the Meditality Law, and against your property. Under law, you may protect 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 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 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 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 paid has the right to assert a claim against your property.		
payment bond, depending upon the law of the state where your property is located. 3. Purchaser agrees to keep the System fully insured while this is retained by Seller. This insurance will be hot loss by life, theft, or any cause, and the listed beneficiaries will be both saller and the listed beneficiaries will be both seller and provided the seller and provided the seller and provided the seller and provided the seller and the seller and seller		
obligations of the Purchaser as set forth in this Agreement. ACKNOWLEDGMEN	T OF PURCHASER	
THE PARTY OF THE P	THAT SELLER HAS MADE NO REPRESENTATION OR WARRAN	THE NAME OF THE PART OF MA
BY SIGNING THIS AGREEMENT PURCHASER ACKNOWLEDGES THAT THE STSTEM IS UNLY 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 PURCHASEN'S PREMISES OR TO ITS CONTENTS;	RELIED ON ANY REPRESENTATION OR WARHAM HES, EAPHE ORAL, EXCEPT AS SET FOSTM HEREIN; AND PURCHASER AS READ AND UNDERSTANDS THE PARAGRAPHS OF THIS AGR PARAGRAPHS WHICH SET FORTM SELLER'S OBLIGATION AN EVENT OF ANY LOSS OR DAMAGE TO PURCHASER.	EEMENT, ESPECIALLY THOS D MAXIMUM LIABILITY IN TH

GUARDIAN PROTECTION SERVICES, INC.

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 algasis 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.
- CUMULIANT DUBS THE MANN.

 2. TermInstition. 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 lixed 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's herein. Also this Agreement may be suspended, at Seller's option, should the Purchaser's socurity equipment become so substantially damaged that further service to impracticable.
- impracticable.

 3. Renewal. The term of the Monitoring Services Agreement shall be taxable 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 sairod undes either party gives to the other at least thirty (30) resy 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 lees. In the event an increase in monitoring lees will occur. Seller will notify the Furchaser, 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 reacind the increase within such forty-five (45) day period and resume the previously charged monitoring lees 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.
- business hours upon notice to the Purchaser.

 Interruption and Communications. Seller shall not be obligated to perform any monitoring service hareunder during any time when the Purchaser's telephone system shall not be working alnoe algnate to Seller are received solely by means of telephonic communication. Seller serving an eliability for Interruption of service due to atrike, war, riots, floods, lire, winds, snow, natural causes or any other causes beyond the control of Seller inducting interruption in the electrical utility service. Seller will not be required to supply service to the two parts of the property of the property
- 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
- 7. Suspension of Cancellation of this System. This Agreement may be suspended or cancelled, without notice at the option of Saller, if Saller'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 Warrenties for Saller-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 water storage thereafter unless otherwise agreed in writing between Seller and Purchaser. One (1) year
 - (i) Remedy. Selier agrees to correct any detect 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. Soller warrants that the equipment listed on the fritish Agreement (the "Equipment") will be new when installed, will conform to the ment ordered by the Purchaser, and will be free from defects. The Equipment was shall commence upon the completion of installation and shall expire when the completion of the completion of installation and shall expire when the completion of the
 - snail commence upon the completion of installation and snail expire weak-1992 of thereafter unless otherwise agreed in writing between Seller and Purchaesr.

 (I) Remedy. (A) Seller agrees to replace, at its expense, any Equipment that does not conform to the Equipment ordered by the Purchaesr. (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 uses.
- commaruse.

 (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 batterfiels, abuse, lock of proper maintenance, alterations not authorized by Sellor, misapplicate worknesses, lock of proper maintenance, alterations and such of the selements or acts of God. Service calls which do not inversely the sellor service of the elements or acts of God. Service calls which do not inversely the sellor assumes no liability for damages attributable but of the sellor, and the sellor 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 field of all other warrantes whether express or implied. SELLER EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANT-ABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER IMPLIED WARRANTIES, ARISING THROUGH TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE.
- (e) The toregoing remedies are the SQLE and EXCLUSIVE remedies on which Purchase may rely and are not cumulative with any other remedies otherwise provided by law.
- (f) Procedure. The Purchaser is obligated to deliver to Selier, 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. Selier will endoavor to perform repairs sarvice 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 tasts 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 papedite 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, WAR-RANTY, OR ANY OTHER THEORY. Such damages include, but are not limited to loss of profits, loss or helt of savings or other property, loss of the use of the System or the Premises, cost of substitutes, damage to property, lines or charges levied by Municipal Services, or the claims of third parties.
- (b) SELLER IS NOT AN INSURER:
 - It is understood and agreed that Sellor is not an insurer, that insurance, if any, she obtained by Purchaser: that the payments provided for herein are based solely the value of the service as set forth herein and are unrelated to the value of the Purchaser's property or premises;
 - Purchaser's property or premises;

 (iii) Purchaser acknowledges that it is impractical and extremely difficult to fix the actual damages, it any, which may prodmately result from a failure to perform any of the obligations herein, or the failure of the System to property 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 accurrences which the system or service is designed to detect or evert; (3) The uncertainty of the response time of any police, life or other municipal service; (C) The inability to ascertain what portion, if any, of any loss would be proximately caused by Seller's failure to the sequipment 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 wishos 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
- 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.
- 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 inferests or inspection and rating burseus, are to be borne by Purchaser. PURCHASER ACKNOWLEDGES THAT PURCHASER NAS CHASEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM SELLER OVER AND ABOVE THAT PROVIDED MERRIN, AT AN ADDITIONAL COST TO PURCHASER. All risk of loss or demage to the System shall be borne exclusively by Purchaser whose obligations herounder shall not be diminished by any such loss or damage.
- 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 use hereunder is lete, 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 agrees to lay law and the delinquency. If the payment is described by the payment of the payment
- 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 easign 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 delectimer of warranties, maximum liability, liquidated damages, and third party indamnification, 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 saignees and/or subcontractors with the same force and effect that they bind Purchaser to Seller.
- tors with the same force and effect that they bind Purchaser to Salier.

 10. Default by Purchaser. If the Purchaser (i) falls to make any payment as agreed herein, (ii) cases doing business as a going concern, (iii) becomes insolvent, (iv) makes an assignment for the benefit of creditors, (v) illas a petition or is the subject of a petition field against Purchaser ander the Bankruptoy Act or any amendment thereto, including a petition for reorganization, arrangement or extension, (vi) if any representation, werranty 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 thinty (30) day period, the entire amount due under this Agreement for the belance of the Agreement period shall become immediately due and payable. In the event of such default, and the property of sald 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 thereot, or upon the happening of any other contingency set forth herein, the Seller may immediately entering the aforeasid premises or any other may immediately entering the aforeasid premises or any other may immediately entering the subject of the removing the equipment belonging to the Seller; upon the expiration of this Agreement or any renewal term thereot, or upon the happening of any other contingency set forth herein, the Seller may immediately enter said premises and remove the equipment into the considered to constitute a water or lany of the right under the terms of this Agreement, nor shall the Seller be liable for any normal damage caused to the premises by this lateragement, nor shall the Seller be liable for any normal damage.
- caused to the premises by installation of removal of its equipment.

 1. 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 demages 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 beh
 this Agreement and Purchaser's purchase order or any other document, this Agreemen
 govern, whether such purchase order or other document is prior or subsequent to this Agreement.
- Intermitication. Purchaser agrees to and shall indemnify and save harmless Seller, its employees and agents for and egainst all third party claims, lawautis and losses arising out of or provided the provided of the provided th 13. Indem
- 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, commitments and writings. If any of the terms or provisions of this Agreement shall be detarmined 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.
- 16. Applicable Law. This agreement shall be deemed to have been made in Pittsburgh, Pennsylvania, Any claim arising out of this Agreement shall be filled in the Court of Common Pleas of Alleghery County. This Agreement shall be construed in accordance with the taws of the Commonwealth of Pennsylvania, without regard to its conflict of law principles.



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

COMMERCIAL A	AGREEMENI	
THIS AGREEMENT is made this 23rdday of June .		
"Seller") and		("Purchaser") for
services to be performed at 81-50 Leesburg Pike, Vic	enna, VA 22180	("the Premises").
The Services (as described below) shall include (check appropria	te boxes):	
the sale and installation of an emergency detection and report		
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 S	ystem/Services are as follows:	
DESCRIPTION	COST	
1 - CONTROL PANEL FA147		
1 - KEYPAD FA245RF		
1 - TIE IN EXISTING PARTS	Balance Due*: N/A ("Subject to Applicable Tax)	
1 - PORTABLE PANIC		
1 - FIXED PANIC LOT - NON-UNION PARTS, LABOR, WIRE & MISC.	Payable as follows:	
CUSTOMER RESPONSIBLE FOR AC POWER OUTLET. TE	LE,	
SERVICE & PERMIT FEES	_: : :	
	monany zodamis i o	
	Monthly Monitoring Fee \$.	·
	Monthly Open/Close Reports \$. TOTAL MONTHLY CHARGES* \$.	38.00
	("Subject to Applicable Tax.)	
	SPECIAL CONDITIONS: BILL 0	IIARTERI.V
<u> </u>	BILL TO: JENNIFER CONVER	
	417 CROSSWAYS PARK DR, WO	ODBURY, NY 1179
DUE AGE DEAD THE TED		
PLEASE READ THE TER ON THE FRONT AND BACK OF THIS	AGREEMENT BEFORE SIGNING.	
	C. Terms Applying to Lease	
A. Terms Applying to Installation of Equipment Purchaser authorizes and ompowers Seller to Install or cause to be installed the protective Purchaser authorizes and expensive of Protection. Purchaser agrees that the work of installations are provided in the protection of the protection o	Purchaser is the owner, occupant, or lessee of the Premise Purchaser shall provide Seller with proof of status.	so noted in this Agreement.
system and the performed on weekdays only unless the Purchaser directs otherwise. In which case, the Purchaser hereby agrees to pay Seller any resulting increased cost for installations. Should Seller be forced to subcontract any option of the installation due to any trade	Purchaser hereby leases the Equipment from Seller for a period this period commencing with the completion of installation of the	of months;
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.	Purchaser agrees to pay any "Labor" or "installation" charges illepsy the "Total Monthly Charges" noted above.	sted in this Agreement and to
A. Terms Applying to installation of Equipment 1. Purchaser authorizes and omnowers Seiter to Install or cause to be Installed the protective systems are unable to the Section of Section of the Sectio	4. It is agreed by the parties that this Contract will automatically	enew itself for a period equal
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, floors, storms.	4. It is agreed by the parties that this Contract will automatically to the initial form of this Agreement and will keep renewind time, unless pror to the admiration of this Contract, Furchasor of expiration. This notice must be given at least thiny (30) day time is of the assence with regard to such termination notice.	or Seller gives written notice is before the expiration date.
earthquakes, fires, power failures, insurrection, interruption or unavailability of itelephone service to Purchaser white interruption of sorvice due to any such cause more continue.	Time is of the asserted with regard to scal infilmentation that and and to make any necessary inspections, tests and reports a lairm protection, Purchaser will notly soller in writing of any cor agency. Repairs necessitated by dridinary wear and tear shall be performed as soon as reasonably possible after the Purchaser. All necessary inspections and tests which may be shall be performed between the purch of 900 a.m., and 500 p. Purchaser asknowledges that Seller's obligation herounder region of the specified alarm system are saving the produced region of the Seller's system is connected.	service the aforesaid system
face lack, if for any reason Seller is unable to install this equipment, such will be installed	alarm protection, Purchase/ will hodby Seller in writing of any congress, Repairs necessitated by ordinary wear and lear shape the performed as soon as reasonably possible after received.	range in its fire rating bureau ill be at Seller's expense and eipt of notice by Seller_trom
 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 consolide destructions or bazards such as piges, wires or aspessios) enter of chill holes; 	Purchaser. All necessary inspections and feets which may be shall be performed between the hours of 9:00 s.m. and 5:00 p. Purchaser acknowledges that Seller's obligation hereunder rej	nouired on the bart of Seller m. on a regular business day. are solely to the maintenance
Unless so notified, Sailer will determine where to drill holes and place equipment. Seller will take reasonable procautions to avoid concepted obstructions, but has no means of determining with certainty it they exist. Any cost incurred to repair any concepted pipes, wifes, or	of the specified starm system and that Seller Is in no way obli- of the System or to maintain or service Purchaser's property which Seller's system is connected.	or the property of others to
by the appropriate (elephone company and billed directly to Pulchaser). Purchaser has the allifimative duty to inform Soller, prior to beginning of the installation of the Equipment, of every location at the premises where Seller should not locatise of conceased obstructions or hazards such as place, wires or sapetsole parter of quil holes. Unless so notified, Seller will determine where to drill holes and place equipment. Seller will take reaganable prequently a sevid conceased obstructions any consequently writes or mining with centary to the service of the service o	6. Purchaser acknowledges and agrees that this Agreement is to that except as hereinafter provided, the major components in	the providing of service and stalled herein, including, but
during the installation of the Equipment, Seller will cease work that Purchaser's sole expense obtained clearance from a licensed asbestos removal or hazard- ous material contractor that continuation of work will not pose any danger to Sellers person-	not limited to transmitters, detection devices, bell boxes at remain the sole property of Seller. Upon the expiration of this A as herein set forth, Seller is authorized to enter upon the p	greement or upon any default remises of Pyrchaser and to
nel. In no case shall Seller be liable for a) the discovery of exposite of model appears of other hazardous material or b) the handling or disposing of aspestos or any other hazardous material.	remove all of the Seller owned equipment. Seller stall not be the premises of Purchaser after the removal of such equipment equipment shall be without prejudice to the collection of any	and all sums due under the
m. Warran American de Colo	which Seller's system is connected. 8. Purchaser acinowledge and agrees that this Agreement is to that except as hereindizing privided, the major components in the except as hereindizing related in divides, bell boxes or remain the sole property of Seller. Upon the expiration of this As herein sole property of Seller. Upon the expiration of this As herein sole property of Seller. Upon the principle of the premise of the p	aschable wear and tear ex-
1. The System shall remain the personal property of Seller until fully paid for in cash by Purchaser, and Purchaser agroes to perform all acis which may be necessary to assure the retention of tille to the System by Seller, Should Purchaser default in any payment for the system or any part, then Purchaser authorizes and empowers Seller to primove the System or any part from the Premises Such removed. If made by Seller should be such as waiver of Seller's the Purchaser's default, and Seller shall have the demages that Selle authorized from the Purchaser's default, and Seller shall have the demages that Selle authorized from the Purchaser's default, and Seller shall have the demages the seller shall have the seller shall be s	and the labor for the installation of the system shall vost in the toregoing, during the term of this Agreement, Purchases	e Purchaser. Notwithstanding will not damage, encumber, it the system to be damaged.
system of any part from the Premises. Such removal, if made by Seller, shall not be deemed a or any part from the Premises. Such removal, if made by Seller, shall not be deemed a walver of Seller's right to demages that Seller sustains as a result of Purchaser's default,	encumbered, taken from the premises, tempered with or repa authorized agent of Seller, in the event of loss or damage to support a seller or purchaser, Purchaser agrees to purchaser.	red by anyone who is not an o any portion of this system, by Seller the reasonable value
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 detault in some or the state of the system of any part of the same, shall past to Purchaser upon	for the replacement or repair of the Seller owned equipme Purchaser's premises, Purchaser agrees that the Installation of does not create a fixtum to Purchaser's premises as to that go	int or the installation on the if the Seller owned equipment ulpment.
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. Unger law, you may protect yourself against such claims either by illing with the court a "No Lien Agreement" or a payment hand 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 lire, their, or any cause, and the listed beneficiaries will be both		
3. Purchaser agrees to keep the System rully insured while the settlened by Soller. This returned receives the settlened by Soller. This returned receives the settlened receives will be both the settlened receives the settlene		
ACKNOWLEDGMEN	T OF PURCHASER	
BY SIGNING THIS AGREEMENT PURCHASER ACKNOWLEDGES THAT THE SYSTEM IS ONLY A DETERBENT AND IS NOT TO BE CONSIDERED AS A SUBSTITUTE FOR INSURANCE AGAINST	THAT SELLER HAS MADE NO REPRESENTATION OR WARRAN' RELIED ON ANY REPRESENTATION OR WARRANTIES. EXPRESSORAL, EXCEPT AS SET FORTH HEREIN; AND PURCHASER ACREAD AND UNDERSTANDS THE PARAGRAPHS OF THIS AGREPARAGRAPHS WHICH SET FORTH SELLER'S OBLIGATION AND EVENT OF ANY LOSS OF PORTH SELLER'S OBLIGATION AND EVENT OF ANY LOSS OF PARAGRETO PURCHASER.	TIES NOR HAS PURCHASER S OR IMPLIED, WRITTEN OR
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 PERMISES OR TO ITS CONTENTS;	ORAL, EXCEPT AS SET FORTH HEREIN; AND PURCHASER ACT READ AND UNDERSTANDS THE PARAGRAPHS OF THIS AGRE PARAGRAPHS WHICH SET FORTH SELLER'S OBLIGATION AND	MENT, ESPECIALLY THOSE MAXIMUM LIABILITY IN THE
FOR LUSS OR DAMAGE TO PORCHASER'S PREMISES OR TO ITS CONTENTS;	EVENT OF ANY LOSS OR DAMAGE TO PURCHASER.	4 1 1

By: AUTHORIZED SIGNATUS

GUARDIAN PROTECTION SERVICES, INC.



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

COMMERCIAL AGREEMENT

THIS AGREEMENT is made this 30thday of JUNE , ("Seller") and JENNIFER CONVERTIBLES, WH	("Purchaser") for
services to be performed at 610 W. 181st Street, Was	hington Heights, NY 10033 ("the Premises").
The Services (as described below) shall include (check appropriat the sale and installation of an emergency detection and report the lease and installation of the System; and /or monitoring services for the System or an existing system.	ing system (the "System"); Phone:
The cost and description of the Sy	·
DESCRIPTION 1 - CONTROL PANEL FA162 1 - KEYPAD FA245RF (upgrade)	Installation: NO CHARGE Less Deposit: n/a
1 - PORTABLE PANIC 5802MN 1 - FIXED PANIC 1 - MOTION 998	Balance Due*: n/a (*Subject to Applicable Tax) Payable as follows:
1 - GLASSBREAK 1108 2 - DOOR CONTACT(s) (ALL PERIMETER) LOT - NON-UNION PARTS, LABOR, WIRE & MISC.	
CUSTOMER RESPONSIBLE FOR AC POWER OUTLET, TELL SERVICE & PERMIT FEES	Monthly Leasing Fee Monthly Monitoring Fee Monthly Open/Close Reports TOTAL MONTHLY CHARGES* ("Subject to Applicable Tax.) Monthly Leasing Fee \$ 38.00
	SPECIAL CONDITIONS: BILL QUARTERLY BILL TO: JENNIFER CONVERTIBLES, INC. 417 CROSSWAYS PARK DR, WOODBURY, NY 11
PLEASE READ THE TERMON THE FRONT AND BACK OF THIS	MS AND CONDITIONS
A. Terms Applying to Installation of Equipment 1. Purchaser authorizes and ompowers Seller to install or cause to be installed the protective special and the seller of the protection. Purchaser agrees that the work of installation shall be performed on weekdays only unless the Purchaser directs otherwise in which cano, the Purchaser hereby agrees to part of the protection of the installation due to any trade that the purchaser performed on weekdays only unless the Purchaser directs otherwise in which cano, the Purchaser performed on weekdays only unless the Purchaser directs of the purchaser performed on weekdays only unless the Purchaser directs of the purchaser performed the purchaser shall be paid by Purchaser, purchaser performed the purchaser shall be paid by Purchaser, purchaser performed the purchaser p	1. Purchaser is the owner, occupant, or lessee of the Premises noted in this Agroement. Purchaser shall provide Seller with proof of status. 2. Purchaser heapt lesses the Equipment from Seller for a period of 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 "Oxid 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 renovant lesself for inc same periods of time, unless profer to the missisted of the monthly Charges in the contract will automatically renew itself for a period equal to the initial term of this Agreement, and will keep renovant lesself for inc same periods of time, unless profer to the missisted of the contract will automatically renew itself for a period equal to the initial term of the experiment of the contract of
ACKNOWLEDGMEN	OF PURCHASER THAT SELLER HAS MADE NO REPRESENTATION OR WARRANTIES NOR HAS PURCHASEF RELIED ON ANY REPRESENTATION OR WARRANTIES. EXPRESS OR IMPLIED. WRITTEN OF
:Y SIGNING THIS AGREEMENT PURCHASER ACKNOWLEDGES THAT THE SYSTEM IS ONLY A IETERRENT AND IS NOT TO BE CONSIDERED AS A SUBSTITUTE FOR INSURANCE AGAINST OSSES CAUSED BY FIRE, THEIT, BURGLARY OR OTHER CAUSES, PURCHASER PURTHER :XNOWLEDGES THAT SELLER IS NOT AN INSURER; THAT PURCHASER ASSUMES ALL RISK OR LOSS OR DAMAGE TO PURCHASER'S PREMISES OR TO ITS CONTENTS;	THAT SELLER HAS MADE NO REPRESENTATION OR WARRANTIES NOR HAS PURGASEI RELIED ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OI ORAL, EXCEPT AS SET FORTH HEREIN; AND PURCHASER ACKNOWLEDGS THAT HE HAS READ AND UNDERSTANDS THE PARAGRAPHS OF THIS AGREEMENT, ESPECIALLY THIS PARAGRAPHS WHICK SET FORTH SELLER CASE ACTION AND MAXIMUM LIABILITY IN THIS

BUARDIAN PROTECTION SERVICES, INC.



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

COMMERCIAL AGREEMENT

THIS AGREEMENT is made this 20th day of <u>JULY</u> , 19	99 by and between Guardian Protection S	ervices, inc.
("Seller") and		rchaser") for
services to be performed at 1609 BETHLEHEM PIKE #A-1, HA	<u>CFIELD, PA 19440-1328</u> ("the	Premises").
The Services (as described below) shall include (check appropriate	boxes):	
the sale and installation of an emergency detection and reporting	g 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 Syst	em/Services are as follows:	
DESCRIPTION	COST	
One (1) Control Panel FA162	Installation: \$800.00	
One (1) Keypad FA245RF	Less Deposit:	
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: <u>upon completion</u>	
Four (4) Door Contacts 9800		
One (1) Indoor Siren 747	·	
ADDITIONAL EQUIPMENT: (@\$125.00 ea.)	Monthly Leasing Fee \$	
Two (2) Motion Detectors DS835 \$300.00	Monthly Monitoring Fee \$	
Four (4) Glass Break(s) DS1108 \$500.00	Monthly Open/Close Reports \$	
Tour (4) Ozabo Brosk(b)	TOTAL MONTHLY CHARGES* \$_38	.00
	(*Subject to Applicable Tax.)	
	SPECIAL CONDITIONS: BILL QUART	ERLY
	BILL TO: JENNIFER CONVERTIBLE	S, INC.
	417 CROSSWAYS PARK DR, WOODBUR	Y, NY 1179

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

A. Terms Applying to Installation of Equipment

- service to Purchaser while interruption of service due to any such cause may continue.

 There may be a one time installation fee to instell the necessary telephone company interface lack. If or any teason Seller is unable to install this equipment, such will be installed by the appropriate lelephone company and billied directly to Purchaser.

 Purchaser has the ellimentive duty to inform Soller, prior to beginning of the installation of the Equipment, of every location at the premises where Soller should not (because of concealed obtainations or hazards such as place, where or esbessiol enter or deli holes for including the production of the control of the co

B. Terms Applying to Sale

- 1. The System shall remain the personal property of Seller until fully paid for in cash by prechaser, and Purchaser agrees to perform all acts which may be necessary to assure the requition of title to the system by Seller. Should Purchaser default in any peyment to the system or any part, then Purchaser authorizes and empowers Seller to temore the System or any part from the Premises. Such removal, it made by Seller, shall not be deemed a waiver of sellers right to damages that Seller seller sellers and sellers and seller sellers and selle
- 2. Under the Mechanic's Lien Law, any person who helps to improve your property and paid has the right to assert a claim against your property. Under law, you may p yourself against such claims either by illing with the court a 'No Lien Agreement payment bond, depending upon the law of the state where your property is located.
- payment bond, depending upon the law of the state where your property is focation. Purchaser agrees to keep the System fully insured while title is retained by Seller. This insurance will be for loss by fire, thott, or any couse, and the listed beneficiarles will be both Seller and Purchaser, with any loss payments beling and loss. Purchaser school of their respective interests of shall be seller state. The seller is the loss, damage or destruction for the system will not release or and the contractual colligations of this Purchaser as set toth 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 this period commencing with the completion of installation of the Equipment.

- unchaser authorizes and empowers Seller to maintainen notice.

 Inchaser authorizes and empowers Seller to maintain and service the atoresaid eyetem of to make, any necessary (hepedicles, este a mintain and service the atoresaid eyetem of the maintain and the service of the case of the agreement of the service of the case of the agreement of the case of the service of the case of the agreement of the case of the

ACKNOWLEDGMENT OF PURCHASER

THAT SELLER HAS MADE NO REPRESENTATION OR WARRANTIES NOR HAS PURCHASER RELIED ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, WHITTEN OR GRAL EXCEPT AS SET FORTH HEREIN; AND PURCHASER ACKNOWLEDGES THAT HE HAS BEEN 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.



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

COMM	1ERCIAL	AGREEMENT
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THIS AGREEMENT is made this 20th ("Seller") and			, 19 99 by and between Guardian Protection Services, Inc.
services to be performed at166-	02 JAMACIA A	VENUE, O	WEENS. NY 11432 (Quellus (a) ("the Premises").
The Services (as described below) sha		_	
☐ the sale and installation of an emer			
the lease and installation of the Sy			,
monitoring services for the System		system.	Phone:
•			
The cost	and description		System/Services are as follows:
DESCRIPT		COST	COST
One (1) Control Panel	FA162	inc.	water suppliers and
One (I) Keypad One (I) Portable Panic	FA245RFKP 5802MN	inc.	Less Deposit:
One (1) Fixed Panic	HUB-2	inc.	("Subject to Applicable Tax)
One (1) Motion Detector	998	inc.	Payable as follows: upon completion
Three (3) Door Contacts	9800	inc.	
One (1) Indoor siren	747	inc.	
ADDITIONAL POSITIONAL			Monthly Leasing Fee \$
ADDITIONAL EQUIPMENT One (1) Motion Detector	998	\$125.0	
One (1) WRLS Glassbreak	5849	\$150.0	Monthly Open/Close Reports \$
One (1) WRLS Motion	5890	\$150.0	TOTAL MONTHLY OUADOCCH \$ 38 00
Two (2) WRLS Door Trans.	5816	\$100.0	(*Subject to Applicable Tax.)
			SPECIAL CONDITIONS: BILL QUARTERLY
		· · · · · · · · · · · · · · · · · · ·	BILL TO: JENNIFER CONVERTIBLES, INC.
			417 CROSSWAYS PARK DR. WOODBURY, NY 11797
ON THE FR	PLEASE REAL	THE TER	IMS AND CONDITIONS S AGREEMENT BEFORE SIGNING.
A. Terms Applying to Installation of Equipment			C. Terms Applying to Lease
A. Terms Applying to Installation of Equipment 1. Purchaser authorizes and empowers Soller to Install system set forth on the Schedule of Protection. Puri- tion shall be performed on weekdays only unloss the case, the Purchaser hyroby agrees to pay Soller and tion. Should Soller be forced to subcontract any porti- union jurisdiction dispute, the additional cost costs of the purchaser hyroby agrees to pay Soller any union jurisdiction dispute, the additional cost costs of the purchaser of the purchaser's premises, as installation and operation of the System. Any error of failion of the System must be called to the stiontion days after combidation of the Institution. Or of the earthquakes, liras, power failures, insurrection, inte- service to Purchaser while Interruption of service to proceed the processor of th	or cause to be installed	the protective	 Purchaser is the owner, occupant, or lessee of the Premises noted in this Agreement. Purchaser shall provide Seller with proof of status.
case, the Purchaser hereby agrees to pay Soller and tion. Should Seller be forced to subcontract any portion to the state of the seller be forced to subcontract any portions westerding the seller be seller by the additional cost Council	y resulting increased col ion of the installation due to such subcontracting	st for installa- s to any trade shall be paid	Purchaser hereby leases the Equipment from Seller for a period of this period commencing with the completion of installation of the Equipment.
by Purchaser. Purchaser authorizes use of electrical to through his mater, at his expense. Purchaser shall, sary reading or changes to Purchaser's premises, as	cullets required and nece at his own expense, mak a requested by Seller, to	essary current to any neces- facilitate the	Purchaser agrees to pay any "Labor" or "Installation" charges listed in this Agreement and to pay the "Total Monthly Charges" noted above.
installation and operation of the System. Any error or lation of the System must be called to the attention days after completion of the installation. Otherwise, t	ornission in the construct of Seller, in writing, with he installation shall be d	tion or instal- hin thirty (30) leemed totally	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 listelf for the same periods of time, unless bort to the particular of this Contract, Purchaser or Saler has written notice of expiration. This notice must be given at least thiny (3D) days before the expiration date. Time is of the assence with regard to such termination notice.
salislaciony to and accepted by Purchaser, Senier as- tion of the equipment, or for interruption of service earthquakes, lires, power failures, insurrection, inter-	due to strikes, riots, ill rruption or unavaliability	of telephone	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.
2. There may be a one time installation fee to install the face lack. If for any reason Seller is unable to install the by the appropriate telephone company and billed directions.	n necessary telephone c	ompany Inter-	5. Purchaser authorizes and empowers Seller to maintain and service the aloresald system and to make any necessary inspections, tests and repairs as required, in the case of line airm protection, Purchaser will notify soller in writing of any change in its tire rating bureau or agency. Repairs necessitated by drainary wear and tear shall be at Seller's expense and shall be performed as soon as reasonably possible atter receipt of notice by Seller from Purchaser. All necessary inspections and topis which may be required on the band of Seller shall be performed obtained in house of the specific possible atter receipt of notice by Seller from Purchaser. All necessary inspections and topis which may be required on the band of Seller purchaser exchanged the seller shall be performed obtained by the seller shall be performed by the seller shall be at the s
by the appropriate telephone company and billed disc. 3. Purchaser has the attirmative duty to inform Seller, i	, to Purchaser.	installation of	or agency. Repairs necessitated by ordinary wear and teer shall be at Seller's expense and shall be pendimed as soon as reasonably possible after receipt of notice by Seler from Purchaser. All necessary inspections and tegts which may be required on the part of Seller from the part of Seller f
the Equipment, of every location at the premises concealed obstructions or hezards such as pipes. Unless so notified, Seller will determine where to con-	or asbestos) enter	or drill holes.	shall be performed detween the nours of size 8.11. In 18 to 19 to the distribution of the specified alarm system and that Seller is in no way obligated to insure the operation of the specified alarm system and that Seller is in no way obligated to insure the operation
by the appropriate telephone dempay and officed with the Equipment, of, every location at the premises conceaded obstructions or heards such as pipes. Unless so notified, Seller will determine where to charge resonable precautions of such any cost industrial control of the control of the cost	commencement of any	work by Seller rchasers sole	which Saller's system is connected.
expense and responsibility. If asbestos or other tra- during the installation of the Equipment, Seller was Purchasers sole expense obtained clearance from a	Jurdous material is work until Pure work until Pure meensed asbestos remo	haser has at val or hazard-	which Seller's system is connected. 8. Purchaser acknowledges and survey that this Agreement is for the providing of service and that except as netrolines provided, the major semponents installed herein, including, but the system of the providing of the providing of the providing of the providing that the providing herein sol total, Seller is suthorized to enter upon the premises of Purchaser and to remove all of the Seller owned equipment. Seller shall not be responsible for redecorating the promises of Purchaser for the remove all of the Seller owned equipment. Seller shall not be responsible for redecorating the promises of Purchaser and to seven expensions. It all aims due under the entire contract or extensions or renewals thereof, Purchaser shall, in such event, return the said Seller owned equipment to Seller in good condition, reasonable was under the copied. Upon completion of the removal of the installation, reasonable was and lear packed. Upon completion of the removal of the installation, the total of the removal of the installation that the furchaser. Notwithstanding the foreigning, during the term of this Agreement, Purchaser, will not damage, encumber, exampler with or dispose of any profition of this system or permit the system to be damaged, encumbered, taken from the premises, tampered with or repaired by anyone who is not anyone who is not anyone who is not anyone the replacement or repair of the Seller owned equipment or the installation on the purchaser's premises. Purchaser's premises as to that equipment.
ous material contractor that continuation of work sull rate. In no case shall Seller be fiable for a) the discovolher hazardous material or b) the handling or disposite	at pase any danger to S ary or exposure of hidde mg of asbestos or any of	eller's person- in asbestos or her hazardous	as herein set lorth. 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
. Towns Applying to Cale			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 said Seller owned equipment to Seller in good condition, reasonable wear and tear pa-
1. The System shall remain the personal property of Purchaser, and Purchaser agrees to perform an activation of title to the System by Solier, Smooth Purchaser, and Purchaser agrees to perform the premises. Such removal, washing to Seller's night to demongs that Seller shall have the right to enforce any out-of enable by no way collegated to restore the Premises arms in the event of the System or any part is sent agree in the event of the System or any part is sent agree in the event of the System or any part is sent agree.	Salter until fully paid to	or in cash by to assure the	copied. Upon completion of the femoval of the installation, tue to all of the installation are supported by the complete support of the installation of the system shall yest in the Purchaser. Nowthastanding and the lobor for the installation of the system shall yest in the Purchaser.
eystem or any part, then Premises, Such removal, in	by Seller to ramo	ve the System be deemed & aser's delault.	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 earth of soler. It has even of loss or damage to any option of this system.
and Selfer shall have the right to enforce any other lessals be in no way obligated to restore the Premisc:	remedy or right. Furth	ermore, Seller or redecorate ser's default in	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 agrees that the installation of the Seller owned equipment
payment. Risk of loss of the System, or any part of delivery to the Premises of such System or any	ne, shall pass to P	urchaser üpon	does not create a lixiure to Purchadar's premises as to that equipment.
2. Under the Mechanic's Lien Law, any person whe he paid has the right to assert a claim against the yourself against such claims either by tilling when payment bond, depending upon the law of the State of	Under law, you	n way btofect	
3. Purchaser agrees to keep the System fully inc.	ille is retained b	by Seller, This	
payment outs, depending upon the System fully inc. 1 insurance will be for less by fire, their, or any c. Selete and Purchaser, with any loss payments 1. to their respective interests as shall oxist at the loss, damage or destruction of the System w. obligations of the Purchaser as set forth in this Agree.	not release or end to	arty according lowledges that he contractual	,
obligations of the Purchasur as set forth in this Agree	ACKNOW	/LEDGMEN	T OF PURCHASER
Y SIGNING THIS AGREEMENT PURCHASER ACKNOWN		EM IS ONLY A	TOTAL CONTRACTOR OF THE PROPERTY OF THE PROPER
CTERRENT AND IS NOT TO BE CONSIDERED AS A SOUSES CAUSED BY FIRE, THEFT, BURGLARY OR CKNOWLEDGES THAT SELLER IS NOT AN INSURE	USES, PURCHAS USCHASER ASSU	ER FURTHER	THAT SELLER HAS MADE NO REPRESENTATION ON WARRANTIES NOW HAS PUNCHASER RELIED ON ANY REPRESENTATION ON 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 HOSE PARAGRAPHS WHICH SET FORTH SELLEYS DELIGATION AND MAXIMUM LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TID PURCHASER.
OR LOSS OR DAMAGE TO PURCHASER'S PREMISES	,, S CONTENTS;		EVENT OF ANY LOSS OR DAMAGE TO PURCHASER.
:UARDIAN PROTECTION SERVICES,			DURCHASER

By: AUTHORIZED SIGNATURE



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

COMMERCIAL AGREEMENT

THIS AGREEMENT is made this 20t).	day ofJUL	<u> </u>	19 <u>99</u> by and between	een Guardian Prot	ection Services, Inc.
("Seller") and JENNIFER CONV			14MAICA		("Purchaser") for
services to be performed at 166			٠ ــــــــــــــــــــــــــــــــــــ	(Queens ()) ("the Premises").
The Services (as described below) s					
the sale and installation of an emer	mancy detection	and renor	ting system (the "Syste	em"):	
		una ropon	ang oyotom (and oyota	···· <i>/</i> /	
the lease and installation of the Sys				Phone:	
monitoring services for the Systen:					
The cost	an d descriptio	n of the S	ystem/Services are a	s follows:	
DESCRIPT	ION :	COST		COST	
One (1) Control Panel	FA162	inc.	installation:	<u>\$525.00</u>	
One (1) Keypad	FA245RFKP	inc.	Less Deposit:		
One (1) Portable Panic	5802MN	inc.	Balance Due*		
One (1) Fixed Panic	HUB-2	inc.	(*Subject to Ap		
One (1) Motion Detector	998	inc.	Payable as fo	llows: <u>пропсо</u> г	pletion
Three (3) Door Contacts	9800	inc.			
One (1) Indoor siren	747	inc.			
ADDITIONAL EQUIPMENT			Monthly Leas	sing Fee	\$
One (1) Motion Detector	998	\$125.0	0 Monthly Mon		\$
One (1) WRLS Glassbreak	5849	\$150.0	Monthly Ope	n/Close Reports	\$
One (1) WRLS Motion	5890	\$150.0	•	THLY CHARGES*	\$ 38.00
Two (2) WRLS Door Trans.	5816	\$100,0	0 (*Subject to /	Applicable Tax.)	<u> </u>
			SPECIAL CO	NDITIONS: BILL	QUARTERLY
				JENNIFER CONVE	
			417 CROSSW	AYS PARK DR. W	OODBURY, NY 1179
	EASE REAL	THE TER	MS AND CONDITION AGREEMENT BEFO	S BE SIGNING	
ON THE FF.	.I AND BAC	···········		TIL GIGITING.	
A. Terms Applying to installation of Equipment	alse to be installed t	he protective	C. Terms Applying to Lease 1. Purchaser is the owner, oct	supent, or lessee of the Pre	mises noted in this Agreement.
system set forth on the Schedule of Protection. Puttion shall be performed on weekdays only unless the	never directs otherway	rk of Installa- vise, in which it for installa-	Purchaser shall provide Selle	r With proof of status. Equipment from Seller for a Dec	riod of months:
tion. Should Seller be torced to subcontract any portunion brisdiction dispute, the additional cost Cause	if the installation due	to any trade shall be paid ssarv current	2. Purchaser hereby leases the I this period commencing with	the completion of installation	of the Equipment.
through his meter, at his expense, Purchaser shall, sary legals or changes to Purchaser's premises,	desired by Seller, to	a any neces- facilitate the tion or instal-	pay the Total Monthly Charg	es" noted above.	es listed in this Agreement and to
installation and operation of the System Arty in installation of the System must be called to the attention days after completion of the installation. Otherwise, it	Seller, in writing, with mistallation shall be d	nin thirty (30) esmed totally av in installa-	 It is agreed by the parties the to the initial term of this Agr time, unless pror to the expi 	eement and will keep renewly ration of this Contract, Purch	lly renew itself for a period equal ng itself for the same periods of aser or Seller gives willien notice days before the expiration date.
A. Terms Applying to installation or equipment 1. Purchaser authorizes and empowers Seller to install system set tors no me schedule of Protection. Pution shall be performed on weekdays only under successive and the performed on the setting of the second of the secon	nee to be installed to the work of the wor	ods, storms, of telephone	of expiration. This notice mu Time is of the essence with r	egard to such termination notice	ce.
service to Purchaser while interruption of service do 2. There may be a one time installation fee to install to	eguipment, such wi	ompany inter-	S. Purchaser authorizes and er and to make any necessary plarm protection. Purchaser	mpowers Seller to maintain a inspections, tests and repair will hotify Seller in writing of a	and service the atoreseld aystem as as required, in the case of lire any change in its fire rating bureau
2. There may be a one time installation fee to install the face lack. If for any reason Seller is unable to install by the appropriate tolephone company and billed during the property has the effirmative duty to inform Seller.	Jurchaser.	installation of	or agency. Repairs necessite shalf be performed as soon Purchaser. All necessary ins	ited by ordinary wear and tea as reasonably possible after pections and teals which may	recolpt of notice by Seller from be required on the part of Seller
the Equipment, of every location at the premises concealed obstructions or hazards such as pipes.	celler should not asbestos) enter	(because of or drill holes, ent. Setler will	shall be performed between I Purchaser acknowledges that of the specified alarm system	the hours of 9:00 a.m. and 5:0 I Seller's obligation hereunden I and that Seller is in no way	and service the aforesold systems as required, in the case of lire with the case of th
take reasonable precardions to avoid concealed o	ar a y concealed p	ans of deter- ipes, wires or work by Seller	of the System or to maintain which Seller's system is con-	n or service Purchaser's prop nected.	perty or the property of others to
by the appropriate telephone company and billed di- 2. Purchaser has the altimative duty to Intorm Seller, the Equipment, of every location at the premises concessed obsyructions or hazards such as pipos. Unless so notified, Seller will determine where of take reasonable precaution will determine where of take reasonable precautions of the property	United States of the United St	rchaser's sole encountered haser has at	6. Purchaser acknowledges and that except as hereinalter p	agrees that this Agreement roylded, the major componen detection devices hall boxes	is for the providing of service and its installed herein, including, but a and controls shall all Junes and controls shall all Junes his Agreement or upon any delaulity of the temporable for redeovaries and its between the premises of Purchase's and its between the provided and the provided and the state of the provided and the
Purchasers sole expense obtained clearance from our material contractor that continuation of work will	and asbestos remo	val or hazard- eller's person-	remain the sole property of S	eller. Upon the expiration of the suthorized to enter upon the	his Agreement or upon any default ne premises of Purchaser and to
other hazardous material or b) the handling or disper- material.	aspestos or any oti	her hazardous	the premises of Purchaser a equipment shall be without	iter the removal of such equiprejudice to the collection of	ipment. Removal of Seller owner any and all sums due under the
D. Tarma Anabiles to Sale			entire contract or extensions said Seller owned equipment cepted, Upon completion of	nt to Seller in good condition the removal of the installation	n. reasonable wear and tear ex-
1. The System shall remain the personal property Purchaser, and Purchaser agrees to perform all acts strategies of tills to the System by Seller, Should P.	guntil fully paid for a new benefit or famous and paid for a new p	to assure the	equipment, material, supplie and the labor for the installa the foregoing, during the te	s, including but not limited to lion of the system shall vest rm of this Agreement, Purch	in the Purchaser. Notwithstanding aser will not damage, encumber
system or any part, then Purchaser authorizes a. ! of any part from the Premises. Such removal, it was a Soler's right to demages that Seller such	to Celler to remove the seller shall not a result of Purch	o ine System be deemed a asers delauit,	tamper with or dispose of all encumbered, taken from the authorized agent of Seller.	ny portion of this system of p premises, tampered with or in the event of loss or dama	repaired by anyone who is not are to any portion of this system.
and Seller shall have the right to enforce any other shall be in no way obligated to restore the Premis-	inal condition,	or redecorate ser's default in	whether owned by Saller or for the replacement or rep Purchaser's premises. Purch	purchaser, Purchaser agrees air of the Seller owned equi aser agrees that the installati	pment or the installation on the on of the Schier owned equipment
1. The System shall remain the personal property Purchaser, and Purchaser agents to the con- Purchaser, and Purchaser agents to the con- Purchaser of any part, then Purchaser authorises a, of any part from the Premises. Such removal, in- wedger of the purchaser authorises a con- wedger of the purchaser are considered to the con- wedger of the purchaser and the control or officer any other shall be in no way obligated to restore the Premis- same in the even of the System or any part of solventy to the Premiser of such System or any part of delivery to the Premises of such System or any part.			does not create a fixture to F	rurchaser's premises as to the	it equipment,
2. Under the Mechanics Lien Law, any person who have paid has the right to assert a claim against your process against such claims either by filling who	ing live your property. In the Lien Ag	erry and is not u may protect reement or a sted.			
payment bond, depending upon the law of the state w	tile is retained t	y Seller. This			
3. Purchaser agrees to kupn the System fully Instance will be for less by line, Indit, or any Gau-Seller and Purchaser, with any loss payments the total respective interests as shall exist at the time the loss, damage, or destruction of the System obligations of line Purchaser as set forth in Itin's Agree	tille is retained to issted beneficiaring to sach processor acknowledges acknowledges acknowledges acknowledges or end to	nowledges that he contractual			
obligations of the Entertaser as set forth in this Agree	ACKNOW	/LEDGMEN	T OF PURCHASER		
:Y SIGNING THIS AGREEMENT PURCHASER ACKNOW.	THAT THE SYST	EM IS ONLY A	THAT SELLER HAS MADE NO PRELIED ON ANY REPRESENTAT	EPRESENTATION OR WARF ION OR WARRANTIES, EXPI	lanties nor has purchaser ress or implied, written of acknowledges that he wa!
TETERENT AND IS NOT TO BE CONSIDERED AS A OSSES CAUSED BY FIRE, THEFT, BURGLARY OF CONCENDED TO THE TELLER IS NOT AN INSURFACE OR LOSS OR DAMAGE TO PURCHASER'S PREMISE.	11. PURCHAS LIL SER ASSUI CONTENTS;	ER FURTHER MES ALL RISK	TMAT SELLER HAS MADE NO F RELIED ON ANY REPRESENTAT ORAL, EXCEPT AS SET FORTH READ AND UNDERSTANDS THE PARAGRAPHS WHICH SET FORT EVENT OF ANY LOSS OR DAMA	PARAGRAPHS OF THIS ACT HE SELLER'S OBLIGATION OF TO PURCHASER.	SREEMENT, ESPECIALLY THOS AND MAXIMUM LIABILITY IN TH

PURCHASER

By: AUTHORIZED SIGNATURE

GUARDIAN PROTECTION SERVICE...

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

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COMMERCIAL AGREEMENT

6:

_ GUARDIAN PROTECTION SERV

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THIS AGREEMENT is made this	ay of MAY,	129 2000 by and between Guardi	
("Seller") and	CONVERTIBLES		("Purchaser") for
services to be performed at1	e Highway, Bays	shore, N.Y. 11706	("the Premises").
The Services (as described belov	olude (check appropria		
the sale and installation of an	cy detection and repor	ting system (the "System");	
The lease and installation of the	ii; and /or		
monitoring services for the Sy-	: an existing system.	, P	hone:
The .	description of the S	ystem/Services are as follows:	
DES	.		оѕт
One (1) Control Panel	FA162		HARGE
One (1) Keypad	FA245RFKP	Less Deposit: n/	
One (1) Portable Panic	5802MN	Balance Due*:	
One (1) Motion Detecto	998	(*Subject to Applicable Tax	9
Door Contacts (All Pe.	747	Payable as follows:	
One (1) Indoor Siren	747		
Lot - Non-Union parts	, wire & misc.	Monthly Leasing Fee	\$
Customer responsible	ower outlet, tel	Monthly Monitoring Fee	
service & pc	·	Monthly Open/Close Re	
	**************************************	TOTAL MONTHLY CHA	
	· · · · ·	(*Subject to Applicable Ta	
	·	SPECIAL CONDITIONS	BILL QUARTERLY
		BILL TO: JENNIFER	CONVERTIBLES, LANCE
			DR, WOODBURY, NY 11797
	READ THE TER	MS AND CONDITIONS 18 AGREEMENT BEFORE SIGNIN	5 Ct Suite 204
ON TH	BACK OF THIS	S AGREEMENT BEFORE SIGNIN	19. Manniew MP11403
A. Terms Applying to installation of Equipment	by installed the amterive	C. Terms Applying to Lease	of the Promises noted in this Assessment
system set forth on the Schodule of Protection shall be performed on weekdays only u	that the work of installa-	Purchaser is the owner, occupant, or lessee Purchaser shall provide Seller with proof of stat	iler for a period of months;
tion. Should seller be forced to subcontract union jurisdiction dispute, the additional con-	established due to any trade	Purchaser hereby leases the Equipment from Se this period commencing with the completion of	installation of the Equipment.
through his meter, at his expense. Purchase sary repairs or changes to Purchaser's pro-	stense, make any neces- stense, Seller, to facilitate the	 Purchaser agrees to pay any "Labor" or "Install pay the "Total Monthly Charges" noted above. 	ation charges listed in this Agreement and to
lation of the System must be called to the called to the called to the days after completion of the installation. Other	writing within thirty (30)	4. It is agreed by the parties that this Contract will to the initial term of this Agreement and will it time, unless prior to the expiration of this Control of expiration. This notice must be given at lead time its of the eagence with regard to such term.	I automatically renew itself for a pendo equal keep renewing itself for the same pendos of tract. Purchaser or Seller gives written holice
A. Terms Applying to installation of equipment 1. Purchaser gui/northes and empowers Seller to gratem set forth on the Schodule of Protection of the Schodule of Protection of the Schodule of Protection of the Purchaser hyerby agrees to pay to the purchaser hyerby agrees to pay to the purchaser has been provided in the purchaser of the purchase	be installed the protective of that the work of installation could be a controlled to the controlled that	of expiration. This notice must be given at lea- Time is of the essence with regard to such term	st thirty (30) days before the expiration date.
face lack. If for any reason Seller is unab	ephane company inter-	5. Purchasor authorizes and empowers Seller to and to make any necessary inspections, tests alarm protection, Purchasey will not appropriate the protection of a protection or agency. Repairs necessitated by ordinary we shall be performed as econ as reasonably purchaser. All necessary inspections and estimate the performed between the highest of the performed between the highest of the performed the performed between the highest of the performed the performed between the highest of the performed the performed between the performed the performance of the performan	maintain and service the attressed system is and repairs as required. In the case of fire writing of any change in its fire rating bufeau agr and tear shall be at Seller's expense and
3. Purchase has the efficient due of the information at the company of the compan	sol the installation of the control	shall be performed as soon as reasonably por Purchaser, All necessary inspections and tests shall be performed between the hours of 9:00 s	osible after receipt of notice by Seller from i which may be required on the part of Seller i.m. and 5:00 p.m. on a regular business day.
concealed obstructions or hazards such as Unless so notified, Seller will determine who take assemble precayings to avoid concerning	e water or drill holes. By waterment. Seller will That so means of deter-	Purchaser acknowledges that Seller's obligation of the specified alarm system and that Seller of the System or to maintain or service Purchaser.	n hereunder reiers solely to the maintenance s in no way obligated to insure the operation haser's property or the property of others to
mining with certainty if they exist. Any cost of other obstructions not identified by Purchas of any resulting damaged walls, ceiling too	value of the Purchaser's sole	which Seller's system is connected. B. Purchaser acknowledges and agrees that this	Agreement is for the providing of service and
expense and responsibility. It aspessos or during the installation of the Equipment. Purpasors sole expense obtained clearth.	e hal Purchaser has at	that except as hereinatter provided, the malo not limited to transmitters, detection devices remain the sole property of Seller. Upon the ex	r components installed herein, including, but , bell boxes and controls shall at all limes piration of this Agreement of upon any default
by the appropriate telephone company and 3. Purchaser has the affirmative duty to intoruse the Equipment, of every location at the proposesied obstructions or heatards such as Unless so notified, Seller will determine white taker organizable precautions to avoid context the context of the	this Purchaser has at this removal or hazard- are to Sciler's person- t fudden asbestos or any other hazardous	as herein set forth. Seller is authorized to ele remove all of the Seller owned equipment. Se the premises of Purchaser after the removal	hier aball not be responsible for redecorating of such equipment. Removal of Seller ownpo
B. Terms Anniving to Sale		equipment shall be without projudice to the c entire contract or extensions or renewals there said Seller owned equipment to Seller in go	ollection of any and all sufficient the sof, Purchaser shall, in such event, return the od condition, reasonable wear and toor ex-
The System shall remain the personal propurchaser, and Purchaser agrees to perform	naid for in cash by constant to assure the constant to assure the constant to cons	capted. Upon completed of the removal of the equipment, material, supplies, including but need the labor for the installation of the system	of limited to wire, cable, foll conduit, screens a shall yest in the Purchaser. Notwinstanding
rotention of title to the System by Saller. S. system or any part, then Purchaser authors or any part from the Premises. Such to	emove the System not be deemed a	the toregoing, during the term of this Agrees tamper with or dispose of any portion of this encumbered, taken from the premises, tampe	red with or repaired by anyone who is not an
walver of Seller's right to damages that and Seller shall have the right to enforce act- shall be in no way obligated to restore the	eurthermore, Seiler alon, or redecorate chaeor's detault in to Purchaser upon	authorized agent of Seller. In the event of the whether owned by Seller or Purchaser, Purchaser for the replacement or repair of the Seller.	iser agrees to pay Seller the reasonable value owned equipment or the installation on the
1. The System shall remain the personal property and Purchaser agrees to period personal property and Purchaser agrees to period personal property and personal perso		which Seller's system is connected. Purchaser acknowledges and agrees that this has exert as hereinfaire provided, the male not limited to transmitters, detection devices remain the sole property of Seller. Upon the extender of the Seller was desired as the remaining of the Seller was desired as the conformation of the seller was deviced as the conformation of the seller was deviced as the seller owned equipment. Seller is and seller owned equipment of the seller seller owned equipment of the seller seller owned equipment to Seller in a conformation of the seller and the seller owned equipment of the seller and the seller is the seller owned seller owned to the seller owned to the seller with property of the seller owned to the seller with property of the seller owned to the	es as to that equipment.
2. Under the Mechanic's Lien Law, any per- paid has the right to assert a claim divi- yourself against such claims either by payment bond, depending upon the law or b	roperly and is not you may protect. Agreement or a located.		
payment cond, depending upon the law of the system for the system	ined by Seller. This		
3. Purchaser agrees to koop the System in insurance will be for loss by the thore, as Seller and Purchaser, with any loss purch to their respective interests as chall exist in the loss, damage, or destruction of the S obligations of the Purchaser as set form in the control of the self-self-self-self-self-self-self-self-	iced by Seller. This candes will be both the contract according can be according to the contractual		
öbligations of the Purchaser as set forth in the		T OF PURCHASER	
BY SIGNING THIS AGREEMENT PURCHASER A	VSTEM IS ONLY A	THAT SELLER HAS MADE NO REPRESENTATION RELIED ON ANY REPRESENTATION OR WARRAN	OR WARRANTIES NOR HAS PURCHASER ITIES, EXPRESS OR IMPLIED, WRITTEN OR
DETERRENT AND IS NOT TO BE CONSIDER." LOSSES CAUSED BY FIRE, THEFT, BURG ALL ACKNOWLEDGES THAT SELLER IS NOT ARE IN SECTION OF A PROPERTY OF	JRANCE AGAINST SHASER FURTHER SSUMES ALL RISK S;	THAT SELLER HAS MADE NO REPRESENTATION RELIED ON ANY REPRESENTATION OR WARRAN ORAL, EXCEPT AS SET FORTH HEREIN; AND PLREAD AND UNDERSTANDS THE PARAGRAPHS. PARAGRAPHS WHIDM SET FORTH SELLER'S OB	IRCHASER ACKNOWLEDGES THAT HE HAS DE THIS AGREEMENT, ESPECIALLY THOSE LIGATION AND MAXIMUM LIABILITY IN THE



oad • Pittsburgh, PA 15205 • 412-788-2580

One of the Armstrong Group of Companies

443669 5-249424 P-179007

COMMERCIAL AGREEMENT

THIS AGREEMENT is made ("Seller") and	<u>اند</u> ک	LES				("Purchaser") for
services to be performed at				11753		_ ("the Premises").
The Services (as described t		de (check appropria		·		
the sale and installation of		detection and repor	rting syst	tem (the "System");		
the lease and installation		ind /or			05	
monitoring services for the	•	existing system.			· · · · · -	
7	1 (escription of the S	lystem/S	Services are as follo	ws:	
:					COST	
Re-installati	1,	ent from		Installation:	^	
previous site				Less Deposit:	\$720.00	
270 North				Balance Due*: (*Subject to Applicable)		
				Payable as follows:		
				wo windstar		
				OFFICE USE ONLY		SITE #
···		·		Monthly Leasing Fe		\$
				Monthly Monitoring		\$
				Monthly Open/Clos	se Reports	\$
				TOTAL MONTHLY		\$ 38.00
				(*Subject to Applica	5777	QUARTERLY
			 ,	SPECIAL CONDITI	ONS:	
		. e		BILL TO: JENNI 1 AMES COURT, I	IFER CONVE	RTIBLES NY 11803
ON.	1	SE READ THE TER NO BACK OF THIS	RMS ANI S AGRE	D CONDITIONS EMENT BEFORE SI	GNING.	
			C. Terms Ap	pplying to Lease		
Purchaser authorizes and empowers ? system set forth on the Schoolle of P		be installed the protective that the work of installa-	1. Purchi Purchi	aser is the owner, occupant, or aser shall provide Seller with pro-	r lessee of the Pres of of status.	nises noted in this Agreement.
tion shall be performed on weekdo,'s case, the Purchaser hereby agreed to log. Should Seller be forced to subsc		increased cost for installa- stallation due to any trade	2. Purcha	aser hereby leases the Equipment eriod commencing with the compli	t from Seller for a per lotion of installation o	of of Equipment. months:
union jurisdiction dispute, ine additivi by Purchaser, Purchaser authorizes un through the meter, at this expense. Pu		ded and necessary current to the total the total to the total to the total the total total the total total the total total total the total	3. Purche	aser agrees to pay any "Labor" or he "Total Monthly Charges" noted	r "Installation" charge above.	s listed in this Agreement and to
A. Terms Applying to installation of could? 1. Purchaser authorizes and empowers for system set forth on the Schadule of four half be performed on weekdays. case, the Purchaser hereby agreed to lon. Should Selfer be lored to system the state of the System must be called it. I state of the System must be called it. I state of the System must be called it. I state of the System must be called it. I state of the state	or sic c elle lallat	be installed the protective that the work of installatinces otherwise, in which increased cost for installating the contacting state of the contacting state of the contacting state of the cost of th	4. It is a to the	greed by the parties that this Cor initial term of this Agreement a	ntract will automatica	lly renow itself for a period equal to itself for the same periods of
salisfactory to and accepted by Furch tion of the equipment, or for interre- earthquakes, tires, power failures.	00	bility for delay in Installa- es, riots, floods, storms, navallability of telephone	time, i of exp Time	ogreed by the parties that this Core initial ferm of this Agreement a unless prior to the expiration of piration. This notice must be give is of the essence with regard to s	in at least thirty (30) such termination notice	days before the expiration date.
service to Purchaser while interruption 2. There may be a one time installation		telephone company inter-	5. Purchi and to	aser authorizes and empowers to make any necessary inspection projection. Purchaser will holle	Seller to maintain a na, teste and repairs Soller in writing of ar	and service the aforesaid system as noticed in the class shall be a reliable to the rel
2. There may be a one time installation trace lack. If for any reason Seller is by the appropriate telephone company 3. Purchaser has the affirmative duty to			or age shalf Purch	ency. Repairs necessitated by or be performed as soon as reason aser. All necessary inspections a	dinary wear and tear nably possible after and tests which may	snall be at Seller's expanse and receipt of notice by Seller from be required on the part of Seller
the Equipment, of every located at concealed obstructions or had a section of the concealed obstructions or had a section of the concealed obstruction obstructio		should not (pocause of sics) enter of drill holes.	shall burch of the	pe performed between the hours laser acknowledges that Sollers is specified alarm system and that	of 9:00 a.m. and 5:0. obligation hereunder Seller is in no way	refers solely to the maintenance obligated to insure the operation arty or the property of officers.
HERE TERRORDED PROCEUTIONS () AVOID MINING WITH CONTROL OF A TO OTHER DESTRUCTIONS NOT IDENTIFY AND ADMINISTRATION OF THE PROCESS OF THE PROC		cancealed pipes, wires of centre of any work by Seller if be the Purchaser's sole	oi the which	Seller's system is connected.	hat this Agreement !	tor the providing of service and
exponse and responsibility. It gobes during the installation of the Equip- Purchasers sole exponse obtained or		s material is encountered k until Purchaser has at uestos removal or hazard-	6. Purch that e not li remai	except as hereinalter provided, ti inited to transmitters, detection in the sole property of Seller, Upon	he major component devices, bell boxes in the expiration of the	is installed herein including but and controls shall at all times is Agreement or upon any default
by the appropriate (elephone company) 3. Purchase has the affirmative duty to the Equipment, of every location at concealed observations of the Assauration of the Country	as.	serior de la	as he remov	erein set torth. Seller is authorize ve all of the Seller owned equipments of Purchaser after the re	ed to enter upon the ment. Seller shall no emoval of such equi	e premises of Purchasel and to the responsible for redecorating pment. Removal of Seller ownpo
B. Terme Anniving to Sale			edrile edrile edrile	contract or extensions or renew Seller owned equipment to Seller	als thereof. Purchaser in good condition	or shall, in such event, return the title to all of the province was and tear extille to all of the province the province to t
1. The System shall remain the persit Purchaser, and Purchaser agrees to retention of title to the System by Sesystem or any part, then Purchaser of any part from the Premiser of any part from the Premiser System or any part from the Premiser System or any part from the Premiser System of Select in the Committee System of the System of	.1	telly paid for in cash by necessary to assure the consumer of	cepto equip and t	ment, material, supplies, including the labor for the installation of the patellation of the president of th	ig but not (imited to a system shall year) Agreement. Purch	a for the growleing of service and is installed herein, including, but and controls shall at all limes is Agreement or upon any default is premises of Purchaspy and to green the service of Purchaspy and to premise. The purchase of the service of
estamount of time to the system by System or any part from the Premisus System or any part from the Premisus System of Sellors right to denounce of		to remove the System, half not be deemed &	tampe encur	er with or dispose of any portion mbered, taken from the premises vized agent of Seller. In the sec	of this system or portion to the system of t	ermit the system to be damaged, spaired by anyone who is not an to to any portion of this system.
and Seller shall have the right to estimate in no way obligated to estimate in no way obligated to estimate in the event of the System in the		dendition, or redecorate of Purchasers default in	wheth for the	ner owned by Seller or Purchaser he replacement or repair of the haser's premises. Purchaser agre	Seller owned equi es that the installation	o pay seller the reasonable value pment or the installation on the in of the Seller awned equipment
payment. Risk of loss of the State of the State of State			does	not create a fixture to Purchaser.	s premises as to tha	equipment.
2. Under the Mechanic's Lien Law, and paid has the right to assert a class yourself against such claims enterpayment bond, depending upon the compared to the		your properly and is not for law, you may protect as licen Agreement of a perty is located.				
payment bond, depending upon the case. 5. Purchaser agrees to keep the case in payment a will be for loss for the case.		helly is localed.				
Tuchasar agross to keep the List insurance will be for loss by the "List Soller and Purchasar, with any less, to their respective interests as small er the loss, damage, or destruction of the obligations of the Purchasar as set to: The control of the Purchasar as set to:	L S. rein	beneficiarios will be both to each party according that or each party according that e or end the contractual				
obligations of the Purchaser as set for the		CKNOWLEDGMEN	IT OF PL	JRCHASER		
BY SIGNING THIS AGREEMENT PURCHAND DETERRENT AND IS NOT TO BE CO. 11		NSURANCE AGAINST	THAT SELI	LER HAS MADE NO REPRESENTATION OR V	NTATION OR WARR	ANTIES NOR HAS PURCHASER IESS OR IMPLIED, WRITTEN OR ACKNOW! FORMS THAT HE HAS
BY SIGNING THIS AGREEMENT PURCHAS. DETERRENT AND IS NOT TO BE CO		HCHASER FURTHER ASSUMES ALL RISK ALL NTS;	PARAGRAF	D UNDERSTANDS THE PARAGE PHS WHICH SET FORTH SELLE	RAPHS OF THIS AG	anties nor has purchaser Iess or implied, written or Acknowledges that he has Reement, especially those ND maximum Liability in the

GUARDIAN PROTECTION OF

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

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