



# SALE & INSTALLATION AGREEMENT

PO Box 866, BOUNTIFUL, UT 84010 Phone: 801-298-5500

Lead No.: \_\_\_\_\_

Name _____	Phone Res. _____	Phone Bus. _____
Address _____	City _____	ST ____ Zip _____
Billing Address _____		

I / we, the owners of the premises described above hereinafter referred to as "Purchaser", authorize Protek Security, Inc., a corporation of Utah, hereinafter referred to as "PROTEK," to furnish to Purchaser all materials and labor necessary to install a security alarm system according to the following specifications: (subject to survey by installer)

**SCHEDULE OF PROTECTION:**


The CASH PRICE for all Labor and Material is \$ \_\_\_\_\_ + tax \$ \_\_\_\_\_ = total \$ \_\_\_\_\_

Terms: Cash Credit Purchaser agrees to make all checks, money orders or cashier's checks payable to **Protek Security, Inc.** If this is a cash transaction the purchase price shall be paid as follows:

Cash down payment \$ \_\_\_\_\_ Balance payable \_\_\_\_\_ If this is a credit transaction, the agreement for credit is contained in a separate document which is incorporated herein by reference and made a part thereof.

**THE ABOVE CASH PRICE DOES NOT INCLUDE THE COST OF EQUIPMENT NECESSARY TO CONNECT THIS SYSTEM WITH A CENTRAL WATCH STATION OR THE COST OF MONITORING BY A CENTRAL WATCH STATION.**

**1. LIMITED WARRANTY:**

1.1 In the event that any part in the system shall become defective within one (1) year from the date the installation is completed, PROTEK shall replace or repair the defective part without charge to Purchaser. PROTEK reserves the option to either replace or repair the defective part without charge to Purchaser. PROTEK reserves the option to either replace or repair the defective part, and reserves the right to substitute new or used parts of equal quality at time of replacement.

1.2 To obtain warranty service, Purchaser should contact PROTEK's service department at the address and telephone number hereinabove set forth, and fully describe the problem. Warranty service will be provided as soon as reasonably possible after receipt of notice.

1.3 Except as set forth in paragraph 1.1, PROTEK makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. All implied warranties are limited in duration to the one (1) year term of this expressed limited warranty. PROTEK does not represent or warrant that the system may not be compromised or circumvented; or that the system will prevent any loss by burglary, hold-up, fire or otherwise; or that the system will in all cases provide the protection for which it is installed. This warranty does not cover any damage to the system caused by accident, misuse, attempted unauthorized repair service, modification, or improper installation by anyone other than PROTEK. PROTEK shall not be liable for consequential damages. Purchaser acknowledges: That any affirmation of fact or promise made by PROTEK shall not be deemed to create an express warranty; that Purchaser is not relying on PROTEK's skill or judgement in selecting or furnishing a system suitable for any particular purpose and that there are no express warranties which extend beyond those on the face of the Agreement hereof.

1.4 Some states do not allow the exclusion or the limitation of incidental or consequential damages, or a limitation on how long implied warranties may last, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights which may vary from state to state.

1.5 At the expiration of PROTEK's one year limited warranty all repairs shall be made on a time and material basis, with a one hour minimum visit charge. Service is provided during the hours of 8:00 am to 5:00 pm Monday through Friday, excluding holidays observed by PROTEK.

**2. TITLE TO EQUIPMENT:** Title to the Property, and any additions, accession and substitutions thereto, shall remain vested in PROTEK until all agreements hereunder have been punctually performed by Purchaser and full payment of purchase price as required herein has been received, notwithstanding any retaking or redelivery to Purchaser or granting of extensions of payment hereunder.

**3. TRANSFER OF EQUIPMENT:** Purchaser, until the purchase price is paid in full, shall not, without the written consent of PROTEK, in any manner: (1) assign, sell, mortgage, lease, loan or transfer this Agreement or any interest therein or in Property covered hereby: Or (2) suffer the Property to be encumbered or attached. The Property shall remain personal property irrespective of the manner of its attachment to the realty, and the title thereto shall be and remain vested in PROTEK until the purchase price thereof has been fully paid in money and Purchaser has fully complied with all his obligations under this Contract: until such time title shall remain in Seller notwithstanding any granting of renewals or extensions hereof and notwithstanding any retaking of possession of the Property or redelivery of the Property to Purchaser.

**4. IMPROPER USE; INSURANCE:** PROTEK shall not be responsible for any injury or damage arising through careless or improper use of Property. Purchaser will keep Property at all times fully insured against loss by fire and theft and other insurance requested by holder for its protection with any loss payable to PROTEK and Purchaser as their interests may appear. The loss, injury or destruction of Property shall not release or abate the obligation of Purchaser.

**5. DELAYS; FAILURE TO PERFORM:** PROTEK shall not be liable for delays or failures to perform its obligation herein resulting directly or indirectly from or contributed to by the acts, demands, orders, regulations, or requirements of any Government, federal, state or local, and is subject to any preference, priority, limitations, allocation order or regulation of any person or agency exercising governmental authority, and is also subject to acts of God, fires, floods, strikes, labor difficulties, inability to secure transportation, unusual market conditions, accidents, act of military authorities, war emergencies or National defense activities.

**6. THIS MESSAGE APPLIES TO DOOR-TO-DOOR SALES ONLY: YOU THE BUYER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE PARAGRAPH 24 ON THE REVERSE SIDE FOR AN EXPLANATION OF THIS RIGHT.**

**7. RECEIPT OF COPY: PURCHASER ACKNOWLEDGES RECEIPT OF TWO (2) COPIES OF THIS AGREEMENT. THE TERMS AND CONDITIONS SET FORTH IN PARAGRAPHS 9 THROUGH 24 ON THE REVERSE SIDE OF THIS AGREEMENT ARE INCORPORATED HEREIN AND BY REFERENCE ARE MADE A PART HEREOF.**

IN WITNESS WHEREOF the undersigned have hereunto signed their names this _____ day of _____ 20 _____.	
Representative: <b>X</b> _____	Purchaser: <b>X</b> _____
License Number: _____	Purchaser: <b>X</b> _____
Approved: _____ <small>Protek Authorized Officer</small>	Title: _____

THIS AGREEMENT SHALL NOT BE BINDING UPON PROTEK UNLESS APPROVED IN WRITING BY AN OFFICER OF PROTEK. IN THE EVENT OF NON-APPROVAL, THE SOLE LIABILITY OF PROTEK SHALL BE TO REFUND TO PURCHASER THE AMOUNT THAT HAS BEEN PAID TO PROTEK BY PURCHASER UPON SIGNING OF THIS AGREEMENT. IN ADDITION, PURCHASER AGREES A FAXED SIGNATURE IS DEEMED AS AN ORIGINAL SIGNATURE.

**9. PROVISIONS BINDING:** The provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

**10. INSTALLATION OF SYSTEM:** The Purchaser hereby warrants that it has full authority from the owner and/or any other person in control of the premises to permit the installation of the system as described herein and that PROTEK is authorized to make any alterations for such work necessary for said installation and may drill holes, use clamps, nails, screws and other devices to secure the wire and equipment securely to the building and walls. That PROTEK will not be liable for removal of the system for any reason whatsoever, except PROTEK agrees all holes drilled by it in the installation of said system shall be rough spackled by PROTEK. Purchaser agrees to provide 110AC electrical outlets at the designated locations for equipment requiring AC power.

**11. PLACEMENT OF CONTACTS:** Wiring and contacts will be hidden where practical and where construction permits as determined by installer.

**12. CHANGE OR MODIFICATION TO PROPERTY:** It is agreed between parties of this contract that once the property is installed, if any local, state, federal agency or insurance company requires a change or modification to the property, in any manner whatsoever, such change will be paid for by the Purchaser. Purchaser shall pay for any local permits required and for false alarm charges levied by local authorities or local governments.

**13. PROTEK'S RIGHT TO CANCEL:** PROTEK reserves the right to unilaterally cancel this Agreement in the event of any of the following: inability of Purchaser to secure any financing, disapproval of credit by Credit Department, salesman errors, including but not limited to errors in system design, specification and prices, or any other matter that is felt by PROTEK to render the performance of any part of this contract impractical, unlawful or burdensome. Any such cancellation shall be made in writing and mailed by first class mail to Purchaser at the address specified herein within twenty (20) working days of the date of this Agreement along with a refund of any payments made by Purchaser and, in that event, this Agreement shall be null and void for all purposes.

**14. PROTEK IS NOT AN INSURER; LIMITATION OF LIABILITY:** It is understood and agreed: That PROTEK 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 the property of others located on PURCHASER's premises, that PROTEK makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences therefrom which the system or service is designed to detect or avert. 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, including, but not limited to installation, service, maintenance or monitoring, or the failure of the system to properly operate with resulting loss to PURCHASER because of, among other things: The uncertain amount or value of PURCHASER's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or services designed to detect or avert; The uncertainty of the response time of any police or fire department, should the police or fire department be dispatched as a result of a signal being received or an audible device sounding; The inability to ascertain what portion, if any, of any loss would be proximately caused by PROTEK's failure to perform or by its equipment's failure to operate; AND the nature of the service to be performed by PROTEK.

PURCHASER understands and agrees that if PROTEK should be found liable for loss or damage due to a failure of the installation, repair service, monitoring, service or equipment in any respect whatsoever, PROTEK's liability shall be limited to a sum equal to the total of six (6) monthly payments or Two Hundred Fifty Dollars (\$250.00), whichever is the lesser, and this liability shall be exclusive, and that the provisions of this Section shall apply if loss or damage, irrespective of cause of origin, results directly or indirectly to persons or property, from performance or nonperformance of the obligations imposed by this contract; from negligence, active or otherwise, of PROTEK, its agents, servants, assigns or employees; from strict liability in tort; or from any implied warranty.

If purchaser wishes, PURCHASER may obtain from PROTEK a higher limitation of liability by paying an additional monthly service charge to PROTEK. If PURCHASER elects to exercise this option, a rider shall be attached to this Agreement setting forth the terms, conditions and amount of the limited liability and the additional monthly charge. Such rider and additional obligation shall in no way be interpreted to make PROTEK as an insurer.

**15. THIRD PARTY INDEMNIFICATION:** In the event that any person not a party to this Agreement shall make any claim or file any lawsuit against PROTEK relating to or arising from the design or installation of the System, Purchaser agrees to indemnify, defend and hold PROTEK harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon active or passive negligence, warranty, contribution, indemnification, or strict or product liability on the part of PROTEK, its agents, servants or employees. Purchaser's agreement to indemnify PROTEK pursuant to this Paragraph shall not apply to any claim or lawsuit, loss or damage or expense arising from PROTEK's sole negligence.

**16. LIMITATION ON ACTIONS; WAIVER OF JURY TRIAL:** Both parties hereby agree that no suit or action that relates in anyway to this Agreement (whether based upon contract, negligence or otherwise) shall be brought against the other more than one (1) year after the accrual of the cause of action therefor. In addition, both parties hereby waive any

rights to a jury trial in any judicial action brought by either party which relates in anyway to this Agreement (whether based upon contract, negligence or otherwise).

**17. SUBROGATION:** So far as it is permitted by Purchaser's property insurance coverage, Purchaser hereby releases, discharges and agrees to hold PROTEK harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the Purchaser's premise whether said claims are made by Purchaser, his agents, or insurance company or other parties claiming under or through Purchaser. Purchaser agrees to indemnify PROTEK against, defend and hold PROTEK harmless from any action for subrogation which may be brought against PROTEK by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney's fees. Purchaser shall notify his insurance carrier of the terms of this provision.

**18. PURCHASE ORDERS; GOVERNING LAW:** It is understood and agreed by and between the parties hereto that if there is any conflict between this Agreement and Purchaser's purchase order, or any other document, this contract will govern, whether such purchase order or other document is prior or subsequent to this Agreement. This Agreement shall be governed by the laws of the State of Washington.

**19. ATTORNEY'S FEES:** In the event it shall become necessary for PROTEK to institute legal proceedings to collect the cost of any charges as set forth herein, then and in such proceedings the unsuccessful party shall pay to the successful party reasonable attorney's fees where permitted by law.

**20. ASSIGNMENT; SUBCONTRACTORS OF PROTEK:** PROTEK shall have the right to subcontract any of the work, monitoring or services to be performed hereunder, and in such event, Purchaser acknowledges and agrees that the terms and conditions of this Agreement, and particularly those paragraphs relating to PROTEK's maximum liability, limitation of liability and indemnification shall inure to the benefit of said assignees, subcontractors and/or the remote station receiving facility with the same force and effect as they bind Purchaser to PROTEK.

**21. ERRORS IN INSTALLATION:** Errors or omissions in the System, and/or installation, including but not limited to failure to wire points of protection, shall be called to the attention of PROTEK, by Purchaser in writing within five (5) days of completion of the installation. Upon expiration of the said five (5) day period, the System and the protection provided shall be deemed accepted by Purchaser. Purchaser acknowledges that additional protection may be obtained over and above that provided herein at additional cost.

**22. INVALID PROVISIONS:** In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

**23. ENTIRE INTEGRATED AGREEMENT; MODIFICATION; ALTERATIONS; WAIVER:** This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, and Purchaser has read and understands this entire Agreement. This Agreement supersedes all prior representations, understandings or agreements of the parties or their duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

**24. ELECTRONIC TRANSMISSION:** For purpose of convenience, an electronic or faxed signature is deemed as an original signature.

**25. PARAGRAPH HEADINGS:** The paragraph titles used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

**26. GENDER:** Wherever the context requires in this agreement, the masculine gender herein used shall include the feminine and the singular shall include the plural.

**27. NOTICE OF CANCELLATION:** You may cancel this transaction, without any penalty or obligation, within three (3) business days from the date on the front side of this Agreement. If you cancel, any property traded in, and payment made by you under the contract or sale and any negotiable instrument executed by you will be returned within ten (10) days following receipt by PROTEK of your cancellation notice and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to PROTEK, at your residence, in substantially as good condition as when received, any goods delivered to you under this Contract or sale, or you may, if you wish, comply with the instruction of PROTEK regarding the return shipment of the goods at PROTEK's expense and risk. If you do make the goods available to PROTEK and PROTEK does not pick them up within twenty (20) days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to PROTEK or if you agree to return the goods to PROTEK and fail to do so, then you remain liable for performance of all obligations under the Agreement.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice, or any other written notice, or send a telegram to: Protek Security, Inc., P.O. Box 866, Bountiful, UT 84011.

I hereby cancel this transaction.

DATED: \_\_\_\_\_

PURCHASER'S SIGNATURE: \_\_\_\_\_