



Kansas City's  
First Choice

# Cable Dahmer Arena Camera Project

Prepared for:

Cable Dahmer Arena  
Larry White  
19100 E Valley View Pkwy  
Independence, MO 64055  
(816) 442-6144  
Larry.White@spectraxy.com

Prepared by:

Watchmen Security Services  
Samuel Noel  
10312 E 63rd Terrace  
Raytown, MO 64133  
(816) 744-8900  
samuel@watchmenkc.com





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Thursday, August 5, 2021

Cable Dahmer Arena  
Larry White  
19100 E Valley View Pkwy  
Independence, MO 64055  
Larry.White@spectrarp.com

Dear Larry,

We're just as excited as you to get started on your Security Services. Before the work begins, we want to introduce ourselves and outline what to expect from Watchmen Security Services, LLC. We are confident we can meet your needs. In this **project proposal**, you will be given a detailed description of the process, cost breakdown, timeline of completion, and other expectations.

A handwritten signature in black ink, appearing to read 'Samuel Noel'.

Samuel Noel  
Senior Sales Executive  
Watchmen Security Services

 **Meet Your New Security Team****Who We Are**

*Watchmen Security Services was founded in 2011 by a husband and wife with the motivation to be a premier security company in the greater Kansas City area, providing the best security equipment with the best service. Based in a suburb of Kansas City, MO, we install, service, and maintain clients in a 100-mile radius around the Kansas City metro area, with great expectations to reach our city and beyond. We provide security services to small to large commercial locations, including industrial spaces, and also to small to large residential areas. Our services include intrusion alarm services, 24/7 monitoring, surveillance camera systems, people-counting video services, retail analytics, freezer and cooler monitoring, electronic locks and access control systems, home automation, and much, much more. Using our knowledge and experience, we thoroughly evaluate the needs and desires of those we work with and do our very best to customize a system that exceeds those expectations. It is our mission to create an unparalleled customer experience, with our attention to detail, dedication, innovation and determination for excellence.*

 **Scope of Work**

**Cable Dahmer Arena** has requested this **Cable Dahmer Arena Camera Project** to be completed by Watchmen Security Services, LLC. This project will be undertaken in accordance with requirements set forth in this contract and include the following:

Watchmen will be installing a **Camera** system to include:

- 62 x 4MP Dome Cameras
- OpenEye Cloud Access Camera System

**EXCLUSIONS/ASSUMPTIONS:**

*Electrical and conduit needs will be provided by subscriber.*

*Watchmen assumes all existing equipment is in working order. Additional costs will apply if any existing equipment needs to be replaced.*

*Watchmen assumes the internet and phone lines necessary for new equipment, has been installed and is in functional condition. If this is not the case, additional costs and install time, may apply.*

This contract covers only the labor, services, materials, and goods outlined herein.

## Cable Dahmer Arena Camera Project



Prepared by:  
**Watchmen Security Services**  
 Samuel Noel  
 (816) 744-8900  
 samuel@watchmenkc.com

Prepared for:  
**Cable Dahmer Arena**  
 19100 E Valley View Pkwy  
 Independence, MO 64055  
 Larry White  
 (816) 442-6144  
 Larry.White@spectrap.com

Quote Information:  
**Quote #: 001261**  
 Version: 1  
 Delivery Date: 08/05/2021  
 Expiration Date: 09/04/2021

### Quote Summary

Description	Amount
Camera Equipment	\$65,000.00
Surveillance Monthly - Cloud Hosted Camera Monitoring	\$0.00
<b>Total: \$65,000.00</b>	









### Monthly Access Expenses Summary

Description	Amount
Surveillance Monthly - Cloud Hosted Camera Monitoring	\$620.00
<b>Monthly Access Total: \$620.00</b>	

### Payment Options

Description	Payments	Interval	Amount
<b>Payment Terms</b>			
50% Upfront	1	One-Time	\$32,500.00
50% Upon Completion (Taxes Excluded)	1	One-Time	\$32,500.00

## Camera Equipment

Description		Price	Qty	Ext. Price
Professional Installation of Listed Equipment: Includes equipment, labor, programming, remote setup and education demo		\$66,388.14	1	\$66,388.14
Hikvision 4MP Vandal Proof Dome 2.8mm			62	
Openeye 40 TB Micro Server			1	
Dome Conduit Base			62	
Cat6 White			6200	
3/4" PVC Conduit			200	
Pendant Cap Fixed Dome 110MM			13	
CEILING PENDANT MOUNT, LONG 20"			13	
Special Discount		(\$1,388.14)	1	(\$1,388.14)

**Subtotal: \$65,000.00**

## Surveillance Monthly - Cloud Hosted Camera Monitoring

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
OpenEye OWS Cloud License <i>OpenEye</i> <ul style="list-style-type: none"> <li>• Cyber Security</li> <li>• Cloud VMS</li> <li>• Multisite Management</li> <li>• Video Health Monitoring</li> <li>• Mobile App</li> <li>• Cloud Managed</li> <li>• Cloud Clip Storage/Cloud Storage</li> </ul>	\$10.00	\$0.00	62	\$620.00	\$0.00

Monthly Access Subtotal: **\$620.00**

Subtotal: **\$0.00**



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## Terms and Conditions

Subscriber's Name: Cable Dahmer Arena  
Address: 19100 E Valley View Pkwy, Independence, MO 64055

**1. WATCHMEN SECURITY SERVICES** (hereinafter referred to as "WATCHMEN" or "ALARM COMPANY") agrees to sell, install and program, at Subscriber's premises, and Subscriber agrees to buy, an electronic security system consisting of the equipment and services described in the **above project proposal**.

### **2. DESCRIPTION OF EQUIPMENT AND SERVICES:**

Services Provided:

#### **Service**

##### **Remote Subscriber Access/Cameras**

**3. PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF WATCHMEN:** Provided Subscriber performs this agreement for the full term thereof, upon termination ALARM COMPANY shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code. Software programmed by WATCHMEN is the intellectual property of WATCHMEN and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. The Equipment shall remain personal property and shall not be considered a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by WATCHMEN.

**4. SERVICES AND CHARGES.** Only services selected are included: All recurring charges are billed on a **Monthly** basis.

**(a) CENTRAL STATION MONITORING CHARGES:** Subscriber agrees to pay WATCHMEN:

(i) The sum of \$ **65000** , **plus tax** for the installation and programming of the communication software and communication devices if separate from the alarm panel if not already installed.

**(b) SERVICE:** Subscriber agrees to pay WATCHMEN on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay WATCHMEN for all parts and labor at time of service. Subscriber is not obligated to call WATCHMEN for per call service and WATCHMEN is under no duty to provide service except its warranty service during warranty period. Service by anyone other than WATCHMEN during warranty period relieves WATCHMEN of any further obligations under the Limited Warranty.

**(c) REMOTE SUBSCRIBER ACCESS / FOR VIDEO STREAMING DATA [VSD] / CLOSED CIRCUIT TV [CCTV]:** Subscriber agrees to pay WATCHMEN the sum of \$ **620.00 plus tax**, per month for the term of this agreement. Select remote access / video services to be provided:

#### **Local DVR**



## Terms and Conditions

### Remote Access By Subscriber Openeye Web services

**5. TERM OF AGREEMENT: RENEWAL:** The term of this agreement shall be for a period of five years and shall automatically renew for the original term thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the agreement at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof WATCHMEN shall be permitted from time to time to increase the monitoring charge by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase.

WATCHMEN may invoice Subscriber in advance monthly, quarterly, or annually at WATCHMEN's option.

**6. CENTRAL OFFICE MONITORING SERVICES:** Upon receipt of a signal from Subscriber's alarm system, WATCHMEN or its designee central office shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department depending upon the type of signal received. Not all signals will require notification to the authorities and subscriber may obtain a written response policy from WATCHMEN. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of WATCHMEN or WATCHMEN's designee central office and WATCHMEN does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication pass through communication networks wholly beyond the control of WATCHMEN and are not maintained by WATCHMEN except WATCHMEN may own the radio network, and WATCHMEN shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish WATCHMEN with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List WATCHMEN will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with WATCHMEN's notification obligation. All changes and revisions shall be supplied to WATCHMEN in writing. Subscriber authorizes WATCHMEN to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting central office to monitor video or sound then upon receipt of an alarm signal central office shall monitor video or sound for so long as central office in its sole discretion deems appropriate to confirm an alarm condition. If Subscriber requests WATCHMEN to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay WATCHMEN \$90.00 for each such service. WATCHMEN may, without prior notice, suspend or terminate its services, in central office's sole discretion, in event of Subscriber's default in performance of this agreement or in event central office facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms. Central office is authorized to record and maintain audio and video transmissions, data and

## Terms and Conditions

communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by WATCHMEN.

**7. SERVICE:** Service pursuant to paragraph 4(b)(ii), includes all parts and labor, and WATCHMEN shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration to the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense. No apparatus or device shall be attached to or connect with the security system as originally installed without WATCHMEN's written consent.

**8. SUBSCRIBER REMOTE ACCESS:** If Remote Access is included in the Schedule of Equipment and Services to be installed and services provided by WATCHMEN, the equipment will transmit data via Subscriber's high speed Internet, cellular or radio communication service to Subscriber's Internet connection device which is compatible with WATCHMEN's remote services. WATCHMEN will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed. The remote services server is provided either by WATCHMEN or a third party. WATCHMEN shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. WATCHMEN shall have no responsibility for failure of data transmission, corruption or unauthorized access and shall not monitor or view the camera data.

**9. WIRELESS AND INTERNET ACCESS CAPABILITIES:** Subscriber is responsible for supplying high speed Internet access and or wireless services at Subscriber's premises. WATCHMEN does not provide Internet service, maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments for remote access to the system WATCHMEN will authorize Subscriber access. WATCHMEN is not responsible for Subscriber's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and WATCHMEN shall have no liability for such third party unauthorized access. WATCHMEN is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. WATCHMEN is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to subscriber's system will be at subscriber's expense.

The system as installed by WATCHMEN may require access and use of Subscriber's internet service (the

## Terms and Conditions

"Network"), including Subscriber's Wi-Fi network, modem, router, or any other equipment or component providing access to the Network within Subscriber's property. Subscriber is responsible for providing a Network that is compatible with, and allows for, the system's functionality, as well as accommodate all other users desired by Subscriber. During the course of installation and/or service of the system, WATCHMEN may require access, with Subscriber's consent, to the Network. In installing and/or service of the system, WATCHMEN will not access any component of Subscriber's Network, without Subscriber's specific consent. Subscriber agrees that notwithstanding any necessary access or modification by WATCHMEN of Subscriber's Network, no aspect of the system or WATCHMEN's installation or service of the system is designed, intended, or capable of providing protection against any form of outside, unwanted or unauthorized access to the Network, and that WATCHMEN has made no representations either in person or writing to the contrary.

**10. ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS:** If selected as a service to be provided and included in the Schedule of Equipment and Services, Access Control equipment shall be connected to a computer supplied by the Subscriber and connected to Subscriber's computer network. If data storage or backup is selected service WATCHMEN or its designee shall store and /or backup data received from Subscriber's system for a period of one year. WATCHMEN shall have no liability for data corruption or inability to retrieve data even if caused by WATCHMEN's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Internet access is not provided by WATCHMEN and WATCHMEN has no responsibility for such access or IP address service. WATCHMEN shall have no liability for unauthorized access to the system through the Internet or other communication networks or data corruption or loss for any reason whatsoever.

**11. (a) ACCESS CONTROL ADMINISTRATION:** If selected as a service to be provided WATCHMEN will maintain the data base for the operation of the Access Control System. Subscriber will advise WATCHMEN of all change in personnel and or changes access levels of authorization and restrictions, providing Access card serial numbers or biometric data and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to WATCHMEN regarding personnel access must be in writing via email or fax to addresses designated by WATCHMEN. WATCHMEN shall have remote Internet access to the Subscriber's designated access control computer to program and make data base updates to the system. Subscriber is responsible for maintaining its computer and computer network and Internet access

**(b) VIDEO SYSTEM OPERATION AND LIMITATIONS:** If selected as a service to be provided and included in the Schedule of Equipment and Services, Video equipment is attached to a digital recorder computer and Subscriber shall not use the computer for any other purpose. Subscriber shall be permitted to access and make changes to the system's operation on site and over the internet. If data storage is selected service, WATCHMEN shall store data received from Subscriber's system for one year. WATCHMEN shall have no liability for data corruption or inability to retrieve data even if caused by WATCHMEN's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Telephone or internet access is not provided by WATCHMEN and WATCHMEN has no responsibility for such access or IP address service. If system has remote access WATCHMEN is not responsible for the security or privacy of

## Terms and Conditions

any wireless network system or router, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock outs. WATCHMEN shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever.

**12. STREAMING VIDEO DATA / CCTV:** If selected as a service to be provided and included in the Schedule of Equipment, upon receipt of a video signal the video system is designed to activate in the central station and record video data reception, upon which, WATCHMEN or its designee central office, shall make every reasonable effort to notify Subscriber by email, text, or voice message and the appropriate municipal police or fire department. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments or Subscriber's internal security stations are not monitored by personnel of WATCHMEN or WATCHMEN's designee central office and WATCHMEN does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted through the internet, over telephone lines, wire, air waves, cellular, radio, internet, VOIP, or other modes of communication pass through communication networks wholly beyond the control of WATCHMEN and are not maintained by WATCHMEN, except WATCHMEN may own the radio network, and WATCHMEN shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish WATCHMEN with a written list of names and telephone numbers of those persons Subscriber wishes to receive notification of signals. All changes and revisions shall be supplied to WATCHMEN in writing. Subscriber authorizes WATCHMEN to access the supervisory panel to input or delete data and programming. If Subscriber requests WATCHMEN to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay WATCHMEN \$75.00 for each such service. WATCHMEN may, without prior notice, suspend or terminate its services, in central station's sole discretion, in event of Subscriber's default in performance of this agreement or in event central station facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms. Central station is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by WATCHMEN.

**13. GUARD RESPONSE:** If guard response is specified as a service to be provided, upon receipt of an alarm signal, WATCHMEN or its subcontractor shall as soon as may be practical send one or more of its guards to the Subscriber's premises. Unless guard determines that the alarm is a false alarm and that no situation requiring police or fire department services exist, the guard shall notify the central station or police or fire department directly that an emergency situation exists and wait up to 15 minutes for the municipal police or fire department personnel or Subscriber to arrive at the premises and if permitted by the police shall assist in making a search of the premises to determine the cause of the alarm condition. If provided with keys to the premises the guard shall endeavor to secure the premises and repair the security equipment. However, Subscriber acknowledges that the guard is not required to enter the premises or to render any service to the security equipment and shall not be required to remain stationed at Subscriber's premises for more than 15 minutes after initial arrival. Subscriber authorizes the guard to take such action

## Terms and Conditions

the guard deems necessary to secure the premises and reset the alarm, though Subscriber acknowledges that the guard may not be able to or may not have sufficient time to secure the premises or reset the alarm and put same in working order. If Subscriber requests WATCHMEN to station its guard at the premises for more than 30 minutes, and WATCHMEN has sufficient personnel to provide such service, and WATCHMEN makes no such representation that its personnel will be available, then Subscriber agrees to pay WATCHMEN \$65.00 per half hour plus tax for such service. Subscriber agrees to confirm the request to WATCHMEN to provide extended guard service by email, text or recorded conversation to WATCHMEN at the time request is made and WATCHMEN is authorized to ignore any request not confirmed within 15 minutes.

### **LIMITED AND EXCLUSIVE WARRANTY ON SALE**

**14.** In the event that any part of the security system becomes defective, or in the event that any repairs are required, WATCHMEN agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of one year from the date of installation. WATCHMEN reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life. WATCHMEN is not the manufacturer of the equipment and other than WATCHMEN's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, WATCHMEN 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. WATCHMEN does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. To the fullest extent permitted by applicable law, WATCHMEN expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. This disclaimer shall not be enforceable in those states prohibiting such disclaimers under consumer protection or other applicable laws. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than WATCHMEN. WATCHMEN shall not be liable for consequential damages. Subscriber acknowledges that any affirmation of fact or promise made by WATCHMEN shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on WATCHMEN's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that WATCHMEN has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for WATCHMEN's breach of this agreement or negligence to any degree under this agreement is to require WATCHMEN to repair or replace, at WATCHMEN's option, any equipment which is non-operational. If required by law, WATCHMEN will procure all permits required by local law and will provide certificate of workman's compensation prior to starting work.

### **GENERAL PROVISIONS**

## Terms and Conditions

**15. DELAY IN INSTALLATION:** WATCHMEN shall not be liable for any damage or loss sustained by Subscriber as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including WATCHMEN's negligence in the performance of this agreement. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence.

During the course of the installation and or service of the system, WATCHMEN shall notify the Subscriber of any latent conditions revealed during installation of the system of an unusual nature, or that differ materially from those ordinarily encountered or generally recognized as typical in customary installation and or service of the system. Such conditions include, without limitation, physical barriers, site conditions, mold, asbestos, and pest or insect infestations. Customer agrees to hold WATCHMEN harmless from the costs of any exploration, identification, analysis, repair, removal, or remediation associated with the such atypical conditions and agrees that such costs are additional and not included within the charges payable under this agreement.

**16. TESTING OF SECURITY SYSTEM:** Security System, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the Security System and to notify WATCHMEN if it is in need of repair. Service if provided is pursuant to paragraph 4.

**17. CARE AND SERVICE OF SECURITY SYSTEM:** Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs, replacement or alteration to the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service under paragraph 4(b) (ii) and will be repaired or replaced at Subscriber's expense. No apparatus or device shall be attached to or connect with the security system as originally installed without WATCHMEN's written consent.

**18. ALTERATION OF PREMISES FOR INSTALLATION:** WATCHMEN is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in WATCHMEN's sole discretion for the installation and service of the security system, and WATCHMEN shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement.

**19. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:** Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by WATCHMEN.

## Terms and Conditions

**20. LIEN LAW:** WATCHMEN or any subcontractor engaged by WATCHMEN to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.

**21. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS:** Subscriber agrees to indemnify and hold harmless WATCHMEN, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or by Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by WATCHMEN's performance, negligence or failure to perform any obligation under this agreement. Parties agree that there are no third party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against WATCHMEN or WATCHMEN's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of WATCHMEN. WATCHMEN shall have the right to assign this agreement and shall be relieved of any obligations herein upon such assignment.

**22. EXCULPATORY CLAUSE:** WATCHMEN and Subscriber agree that WATCHMEN is not an insurer and no insurance coverage is offered herein. The security equipment and WATCHMEN's services are designed to reduce certain risks of loss, though WATCHMEN does not guarantee that no loss will occur.

WATCHMEN is not assuming liability, and, therefore, shall not be liable to Subscriber for any loss, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber as a result of intrusion, burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by WATCHMEN's negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty. In the event of any loss or injury to any person or property, Subscriber agrees to look exclusively to Subscriber's insurer to recover damages. Subscriber releases WATCHMEN from any claims for contribution, indemnity or subrogation.

**23. INSURANCE:** The Subscriber shall maintain a policy of public liability, property damage, burglary and theft insurance under which WATCHMEN is named as additional insured. WATCHMEN shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Subscriber from insurance covering such loss or damage or for such loss or damage against which the Subscriber is indemnified or insured. In the event of any loss or injury to any person or property, Subscriber agrees to look exclusively to Subscriber's insurer to recover damages. Subscriber shall obtain insurance to cover any loss the security services are intended to detect to one hundred percent of the insurable value, and Subscriber and all those claiming rights under Subscriber waive all rights against WATCHMEN and its subcontractors for loss or damages caused by burglary, theft, water, smoke, fire or other perils intended to be detected by the security services or covered by insurance to be obtained by Subscriber, except such rights as they may have to the proceeds of insurance.

**24. LIMITATION OF LIABILITY:** Subscriber agrees that should there arise any liability on the part of WATCHMEN as a result of WATCHMEN's negligent performance to any degree or negligent failure to perform any of WATCHMEN's obligations pursuant to this agreement or any other legal duty, equipment

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failure, or strict products liability, that WATCHMEN's liability shall be limited to the sum of \$250.00 or 5% of the sales price or 6 times the aggregate of monthly payments for services being provided at time of loss, whichever is greater. If Subscriber wishes to increase WATCHMEN's amount of limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental agreement, obtain a higher limit by paying an annual payment consonant with WATCHMEN's increased liability. This shall not be construed as insurance coverage.

**25. LEGAL ACTION:** The parties agree that due to the nature of the services to be provided by WATCHMEN, the monthly or other periodic payments to be made by the Subscriber for the term of this agreement form an integral part of WATCHMEN's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix WATCHMEN's actual damages. Therefore, in the event Subscriber defaults in the payment or any charges to be paid to WATCHMEN, Subscriber agrees that WATCHMEN will have incurred and will continue to incur actual damages and, therefore, the balance of all payments for the entire term herein shall immediately become due and payable, and Subscriber shall be liable for 80% thereof as liquidated damages and WATCHMEN shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to remotely re-program or delete any programming without relieving Subscriber of any obligation herein.

If WATCHMEN prevails in any litigation or arbitration between the parties, Subscriber shall pay WATCHMEN's legal fees, expenses and costs. To the fullest extent permitted by law, the parties agree that they may bring claims against the other only in their individual capacity, and not as a class action plaintiff or class action member in any purported class or representative proceeding. Subject to Subscriber's right to bring any claim allowed by this agreement against WATCHMEN for up to \$1,000 in small claims court having jurisdiction, any dispute between the parties or arising out of this agreement, including issues of arbitrability, shall, at the option of any party, be determined by arbitration before a single arbitrator administered by Arbitration Services Inc., under its Arbitration Rules

[www.ArbitrationServicesInc.com](http://www.ArbitrationServicesInc.com), except that no punitive damages may be awarded. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address in this agreement or another address provided by the party in writing to the party making service. Subscriber submits to the jurisdiction and laws of Missouri and agrees that any litigation or arbitration between the parties must be commenced and maintained in the county where WATCHMEN's principal place of business is located. The parties waive trial by jury in any action between them unless prohibited by law. If permitted by law, any action by Subscriber against WATCHMEN must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against WATCHMEN must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against WATCHMEN in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement, and this consent to arbitrate shall survive the termination of this agreement.

**26. WATCHMEN'S RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Subscriber agrees that WATCHMEN is authorized and permitted to subcontract any services to be provided by WATCHMEN to third parties who may be independent of WATCHMEN, and that WATCHMEN shall not be liable for any loss



## Terms and Conditions

or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties, except that WATCHMEN shall not obligate Subscriber to make any payments to such third parties. Subscriber appoints WATCHMEN to act as Subscriber's agent with respect to such third parties, except that WATCHMEN shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges, that this agreement, and particularly those paragraphs relating to WATCHMEN's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and third party indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and central offices of WATCHMEN.

**27. NON-SOLICITATION:** Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of WATCHMEN assigned by WATCHMEN to perform any service for or on behalf of Subscriber for a period of two years after WATCHMEN has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, WATCHMEN shall recover from Subscriber an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with WATCHMEN, times twelve, together with WATCHMEN's counsel and expert witness fees.

**28. FALSE ALARMS / PERMIT FEES:** Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse WATCHMEN for any fines relating to permits or false alarms. WATCHMEN shall have no liability for permit fees, false alarms, false alarm fines, police or fire response, any damage to personal or real property or personal injury caused by police or fire department response to alarm, whether false alarm or otherwise, or the refusal of the police or fire department to respond. In the event of termination of police or fire response by the municipal police or fire department this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should WATCHMEN be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay WATCHMEN for such service or material.

**29. SECURITY INTEREST / COLLATERAL:** To secure Subscriber's obligations under this agreement Subscriber grants WATCHMEN a security interest in the security equipment installed by WATCHMEN and WATCHMEN is authorized to file a financing statement.

**30. CREDIT INVESTIGATION:** Subscriber and any guarantor authorizes WATCHMEN to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.

**31. FULL AGREEMENT / SEVERABILITY:** This agreement along with the Schedule of Equipment and Services constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties, except WATCHMEN's requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the



Kansas City's  
First Choice

## Terms and Conditions

extent this agreement is inconsistent with any other document, agreement, purchase order or understanding between the parties, the terms of this agreement shall govern. Should any provision of this agreement be deemed void, the remaining parts shall not be effected.

**SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY  
OF THIS AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION.**

## Consumer Disclosure and Consent to Electronic Communications

**1. Disclosure.** Federal law [Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001-7031] permits you to agree to the receipt and access of certain documents and communications in electronic form, notwithstanding any requirement for written copies. Pursuant to this Consumer Disclosure and Consent to Electronic Communications you consent to receive and to be provided with electronic copies of all documents and communications as defined below. Please save or print a copy of this document for your records.

**2. Consent to Electronic Delivery.** You agree to receive all documents and communications including but not limited to agreements, terms and conditions, bills for services, statutory notices, correspondence and disclosures required by law to be in writing, (“Documents and Communications”) from WATCHMEN SECURITY SERVICES, LLC (hereinafter referred to as “WATCHMEN” or “COMPANY”) in an electronic format, (“Electronic Communications”). You acknowledge that you are able to receive and retain such Electronic Communications by printing, downloading or saving them to your electronic device. You accept any Electronic Communications provided by WATCHMEN as reasonable and proper notice in full satisfaction of any law or regulation requiring that such Documents and Communications be provided to you in writing, or in a form that you have the ability to retain. You agree that you are solely responsible for notifying WATCHMEN of any changes to your email address, and agree to keep it up to date by writing to WATCHMEN at [megan@watchmenkc.com](mailto:megan@watchmenkc.com) or to: WATCHMEN SECURITY SERVICES, LLC, 10312 E. 63rd Terrace, Raytown, MO 64133.

**3. Paper Copies of Electronic Communications.** You agree that WATCHMEN does not need to provide you with additional paper (non-electronic) copies of any Electronic Communications unless you specifically request to receive paper copies. You may request a paper copy of any Electronic Communications provided by WATCHMEN. You acknowledge WATCHMEN reserves the right to charge you a reasonable fee for the production and mailing of any paper copy of Electronic Communications. To submit a request to receive a paper copy of all Electronic Communications contact WATCHMEN by mail: WATCHMEN SECURITY SERVICES, LLC, 10312 E. 63rd Terrace, Raytown, MO 64133.

**4. Revocation of Consent to Electronic Communications.** You have the right to withdraw your consent to receive Electronic Communications from WATCHMEN at any time. You acknowledge that WATCHMEN reserves the right to restrict or terminate your access to its website, web portal or web application if you withdraw your consent to receive Electronic Communications. To withdraw your consent to receive Electronic Communications contact WATCHMEN by mail: WATCHMEN SECURITY SERVICES, LLC, 10312 E. 63rd Terrace, Raytown, MO 64133.

**5. System Requirements.** In order to receive Electronic Communications from WATCHMEN you must have a system that meets the following requirements:

SYSTEM REQUIREMENTS	DESCRIPTIONS
Operating Systems	Windows or Mac
Browsers (for Senders)	Internet Explorer Version 11+, MS EDGE, Safari,

## Consumer Disclosure and Consent to Electronic Communications

	Chrome, FireFox
Browsers (for Signers)	Internet Explorer Version 10+, MS EDGE, Safari, Chrome, FireFox
Email	Access to a valid email account
Screen Resolution	800 x 600 minimum
Enabled Security Settings	Firewall NOT blocking Connectwise Sell

To the extent required by law, WATCHMEN shall notify you of any change made in the hardware or software requirements needed to access or participate in any electronic communication with WATCHMEN, and you agree to re-consent electronically in any manner that reasonably demonstrates your ability to access Electronic Communications.


**6.Right to Modify Terms.** WATCHMEN reserves the right, in its sole discretion, to modify the terms and conditions of thisConsumer Disclosure and Consent to Electronic Signatures and Communications.If required by law WATCHMEN shall notify you of any modification to the Consumer Disclosure and Consent to Electronic Communications or the termination of its relationship with you.

Taxes will be calculated upon completion of the project and added to the final invoice. I hereby accept the terms and conditions as outlined in the above agreement and understand that by confirming I am submitting my electronic consent to receive all document(s) and communication(s) electronically. The undersigned personally guarantees Subscriber's performance of this agreement and agrees to be bound by all terms as a party herein.

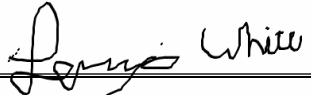


Kansas City's  
First Choice

## Watchmen Security Services

Signature:   
Name: Samuel Noel  
Title: Senior Sales Executive  
Date: 08/05/2021

## Cable Dahmer Arena

Signature:   
Name: Larry White  
Initials: LW  
Date: 8/5/2021 12:42:06 PM  
IP Address: 50.202.145.194  
Email Address: [larry.whiye@spectraxp.com](mailto:larry.whiye@spectraxp.com)  
PO Number: na