

This agreement is made 12/13/2024 between Ener-Tel Services I, LLC, hereinafter called "Ener-Tel", "Company", "We", or "Us", and Brackett ISD hereinafter called "Subscriber", "Customer", or "You", for services indicated below to be provided at the location under "Site Information" hereinafter referred to as "Site".

Customer Information

Brackett ISD
Customer Name
P.O. Box 586
Mailing Address
Brackettville TX 78832
City State Zip
(830) 563-2491
Phone Number
accountspayable@brackettisd.net
Email Address

Site Information

Brackett ISD - Building B
Site Name
201 N Ann Street
Site Address
Brackettville TX 78832
Site City Site State Site Zip
(830) 563-2491
Site Phone Number

Installed Equipment

- A. SYSTEM: Ener-Tel agrees to provide monitoring service, without liability and not as an insurer, for the alarm system, hereinafter referred to as the "system", set forth below under SYSTEM DESCRIPTION.
- B. SYSTEM DESCRIPTION:

Description	Price

Monitoring Only

Account Type	Description	Referred By	Price

Installed Equipment Cont.

Description	Price

Special Order Equipment	Price
Travel	Price
Subtotal	<input style="width: 100%;" type="text"/>
Promotions and Discounts	<input style="width: 100%;" type="text"/>
Final Subtotal	<input style="width: 100%;" type="text"/>
Taxes	<input style="width: 100%;" type="text"/>
Total Installation Price	<input style="width: 100%;" type="text"/>

You acknowledge that: (a) We have explained the full range of protection, equipment, and services available to You, (b) additional protection over and above that provided herein is available and may be obtained from Us at an additional cost to you and (c) You desire and have contracted for only the equipment and services itemized on this Agreement. We are not a security consultant.

Services

Commercial	Fire	5 Years
Type of Site	Type of System	Term of Service

Service Description	Monthly Rate	Interactive Service Description	Monthly Rate
Commercial Fire Monitoring (IP DACT)	\$45.00		

Equipment Installments	Monthly Rate	Other	Monthly Rate

Total Recurring Service Charge	<input style="width: 100%;" type="text" value="\$45.00"/>
	Plus Sales Tax

Emergency Dispatch Information

Kinney County Sheriff Department	830-563-2788
Police Department	Phone Number
Brackettville Fire Department	830-563-3199
Fire Department	Phone Number
Brackettville Fire Department	830-563-3199
Medical/Ambulance	Phone Number

Emergency Dispatch Information

List in order of preference those individuals who should be called in the event of an alarm. Those listed may need to meet the authorities in response to an alarm signal, so they need access to the monitored location as well as a code for the alarm system. These individuals are authorized by you to CANCEL the alarm with the Central Station. Select yes or no under "Contact before dispatch?" to indicate which individuals should be called BEFORE dispatching the authorities. At least one individual must be selected. **Password must not contain more than 10 characters, punctuation, spaces, or offensive language.**

Home/Business Phone Number	Password	Phone Number	Contact before dispatch?
Home/Business Phone Number			
Contact Name	Password	Phone Number	Contact before dispatch?
Eliza DIAZ	BISDTigers ↓	830-734-7907	✓
Michael MUNDZ		830-422-7178	✓
JAVIER Solis		830-313-2851	✓
Sergio Jimenez		830-765-0802	
Kenneth Mueller		830-591-6971	
Kody Yeager		254-899-5374	

Payment Method

I would like to receive emails of my invoices to the email address provided: accounts payable@brackettisd.net

Installation Charge

Payment Method: Credit/Debit Bank Draft Financing*

By Invoice Collected at Signing

Bank/Card on file ending in _____

N/A

Recurring Service Charge

Payment Method: Credit/Debit Bank Draft

By Invoice** Collected at Signing

Bank/Card on file ending in _____

Bill Cycle: Monthly Quarterly Bi-Annual Annual

*Financing is available through a third party and is not the responsibility of Ener-Tel Services I, LLC.
**Payment By Invoice will be an extra \$2.00 per bill.

Bank Draft

Account Type: Savings Checking

Name of Bank _____

Routing Number _____

Account Number _____

Name on Bank Account _____

Account Mailing Address _____

City _____ State _____ Zip _____

Credit or Debit Card

Card Type: Visa MasterCard AMEX Discover

Credit/Debit Card Number _____

Expiration Date _____ CVV _____

Name as it appears on card _____

Card Mailing/Billing Address _____

City _____ State _____ Zip _____

Collected at Signing

Funds Received: Cash Check

Amount _____ Check Number _____


Apply Funds To: _____

Billing Contact (for businesses only)

Billing Contact _____

Billing Phone _____

I hereby authorize Ener-Tel Services I, LLC to initiate debit entries to the account indicated above. This authority is to remain in full force and effect until COMPANY has received written notification from us of its termination in such time and manner as to afford COMPANY and FINANCIAL INSTITUTION a reasonable opportunity to act on it. A \$25 handling fee will be assessed for each returned transaction. I have read and fully understand the payment/billing terms and conditions as outlined in this agreement. I authorize Ener-Tel Services I, LLC to charge my credit/debit card as indicated above. This authority is to remain in full force and effect until COMPANY has received written notification from us of its termination in such time and manner as to afford COMPANY a reasonable opportunity to act on it. I have read and fully understand the payment/billing terms and conditions as outlined.



Authorized Signature
Date

Cancellation Right (Residential Customer Only)

YOU, THE CUSTOMER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT. CUSTOMER ACKNOWLEDGES BEING VERBALLY INFORMED OF CUSTOMER'S RIGHT TO CANCEL AT THE TIME OF EXECUTION OF THIS AGREEMENT AND RECEIPT OF THIS NOTICE.

Consumer Report: Payments

You authorize us to obtain a NON- INVESTIGATIVE CONSUMER REPORT about you from a consumer-reporting agency at any time during the term. All charges are payable in advance for the monitoring and servicing of the Communication System for the term of this agreement commencing the day monitoring services begin and continuing monthly thereafter, all payments being due on the first of the month. The charge for monitoring services for the installation month will be prorated from installation date to the end of the current month. This charge is due upon receipt and payment will be processed at that time. Our alarm monitoring and notification services will begin when the equipment is installed and is operational, and when the necessary communications connection is completed. You agree that the charges due under this agreement are based on your agreement to receive and to pay for the services for the full term of this agreement. Cancellation of this agreement does not provide relief of responsibility for payment.

Full Agreement/Severability/Conflicting Documents

This agreement constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties, except Ener-Tel'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 and waives any claims in connection with same. Should any provision of this agreement be deemed void, all other provisions will remain in effect.

Term of Agreement: Renewal Increase

The term of this agreement is as shown on page 2 and shall automatically renew annually 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 by completing the appropriate form. If terminated, this agreement ends on the last day of the then-current term. Ener-Tel 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 as invoiced.

False Alarms/Permit Fees

Subscriber is responsible for all alarm permits and permit fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse Ener-Tel for any fines relating to permits or false alarms. Ener-Tel 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 Ener-Tel be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay Ener-Tel for such service or material.

Terms and Conditions

1. ADDITIONAL CHARGES: A \$15 late payment fee or a 1.5% per month late charge will apply to any balances not paid by the due date. A \$25 handling fee will be assessed for each returned check or ACH (bank draft) transaction. You agree to pay all telephone or signal transmission company charges for area code, telephone numbering or other changes. You agree to pay us to reprogram the system if necessary to comply with any area code, telephone numbering or other changes. You agree to pay to us any increases in our cost for facilities used for transmitting alarm signals under this agreement. You agree to pay a service charge if our representative responds to a service call or alarm at your premises because you improperly followed operating instructions; failed to properly lock or close a window, door, or other protected point; or improperly adjusted CCTV cameras, monitors or accessories. **2. YOUR EARLY TERMINATION OF THIS AGREEMENT:** You agree that the charges due under this agreement are based on your agreement to receive and to pay for the services for the full term of this agreement. Cancellation of this agreement does not provide relief of responsibility for payment. **3. COMMUNICATION SYSTEM REMAINS PERSONAL PROPERTY OF ENER-TEL:** Ener-Tel shall install and program the Communication System, consisting of communication software and radio, cellular and/or internet connection devices connected to Subscriber's security system. The Communication System shall remain the sole personal property of Ener-Tel and shall not be considered a fixture, or an addition to, alternation, 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 Ener-Tel. Communication software is part of the instrument panel programmed to transmit a signal. The passcode to CPU software remains property of Ener-Tel. Provided Subscriber performs this agreement for the full term thereof, upon termination Ener-Tel shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code. **4. COMMUNICATION FACILITIES:** A. AUTHORIZATION. You authorize us, on your behalf, to request services, orders or equipment from a telephone company or other company providing signal transmission services or facilities under this agreement (referred to as "Telephone Company"). B. DIGITAL COMMUNICATOR. You understand that a digital communicator, if installed under this agreement, uses standard telephone lines for sending signals, which eliminates the need for a dedicated telephone line and the cost associated with such dedicated lines. YOU ALSO UNDERSTAND THAT WE WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED, OR WHEN ANY NON-STANDARD TELEPHONE LINE OR SERVICE (INCLUDING BUT NOT LIMITED TO DSL, ADSL, VOICE OVER IP, ETC.) IS BEING USED. C. DERIVED LOCAL CHANNEL. The telephone company's services provided to you in connection with our services may include derived local channel service. Such service may be provided under the Telephone Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. You agree that the Telephone Company's liability is limited to the same extent our liability is limited in Paragraphs 10, 11, 12, and 13 of this agreement. D. RADIO AND CELLULAR INTERFACE. You understand that if your alarm system is connected to our alarm monitoring center by radio or cellular frequency method there may be times when the system is unable to acquire, transmit or maintain an alarm signal. If a Radio Frequency or Cellular Frequency is utilized, we recommend you also use an additional method of communication to connect to our alarm monitoring center. **5. SMOKE DETECTOR AND OTHER WARNINGS:** Our electrical smoke detectors are designed to be connected to an electrical power source. THESE SMOKE DETECTORS WILL NOT OPERATE, THE ALARM WILL NOT SOUND, AND THE ALARM SIGNAL WILL NOT BE TRANSMITTED, IF THE ELECTRICITY IS CUT OFF AND THE BACKUP BATTERY, IF PART OF THE SYSTEM, IS LOW OR DEAD. If there is any fire, the electricity may cut off before the alarm can function; if so, the alarm will not sound, and the alarm signal will not be transmitted. Connecting these smoke detectors to a separate dedicated electrical circuit increases their reliability. However, even dedicated circuitry can fail. WE RECOMMEND THAT YOU INSTALL A BATTERY POWERED SMOKE DETECTOR AS A BACKUP SYSTEM. YOU SHOULD REGULARLY INSPECT YOUR SMOKE DETECTORS FOR DIRT AND DUST BUILD-UP AND TEST THEM WEEKLY TO MAINTAIN CONTINUED OPERATION. Smoke detectors can significantly help to reduce loss, injury and death. However, no matter how good any detection device is nothing works perfectly under every circumstance. WE WARN YOU THAT A SMOKE DETECTOR WILL NOT ENSURE THAT YOU WILL NEVER SUFFER DAMAGE OR INJURY. Our battery-powered motion detectors, smoke detectors, door and window contact transmitters, and other detection sensors, if installed under this agreement, are not connected to the electrical system of your premises. Such detection sensors require batteries to operate. THESE BATTERY POWERED DETECTION SENSORS WILL NOT OPERATE AND THE ALARM WILL NOT SOUND IF THE BATTERIES ARE LOW OR DEAD. You are responsible for maintaining the batteries. You should regularly inspect such sensors for dirt and dust buildup and test them weekly to help maintain continued operation. WE STRONGLY RECOMMEND THAT YOU CAREFULLY READ THE OWNER'S MANUAL FOR ALL EQUIPMENT. THE OWNER'S MANUAL CONTAINS VERY IMPORTANT INFORMATION SUCH AS OPERATING INSTRUCTIONS AND EQUIPMENT TESTING AND MAINTENANCE PROCEDURES. YOU SHOULD ALSO READ ALL INSTRUCTIONS, WARNINGS AND OTHER INFORMATION ON THE EQUIPMENT ITSELF. **6. CENTRAL OFFICE MONITORING:** Upon receipt of a signal from Subscriber's alarm system, Ener-Tel or its designee central office shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of Ener-Tel or Ener-Tel's designee central office and Ener-Tel 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, or other modes of communication pass through communication networks wholly beyond the control of Ener-Tel and are not maintained by Ener-Tel except Ener-Tel may own the radio network, and Ener-Tel 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 Ener-Tel with a written list of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. All changes and revisions shall be supplied to Ener-Tel in writing. Subscriber authorizes Ener-Tel to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting central office to view cameras or monitor sound then upon receipt of an alarm signal central office shall view cameras and monitor sound for so long as central office in its sole discretion deems appropriate to confirm an alarm condition. If Subscriber requests Ener-Tel to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay Ener-Tel \$90.00 for each such service. Ener-Tel 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 communications, and shall be the exclusive owner of such property. **7. LIMITED WARRANTY:** During the first three (3) months after installation, we will repair or, at our option, replace any defective part of the system, including wiring, and will make any needed mechanical adjustment, all at no charge to you within a 25 mile radius of an Ener-Tel office. For customers outside this radius, there will be a trip charge of \$50 for each service call. We will use new or functionally operative parts for replacements. This limited warranty is for your benefit only, and may not be enforced by any other person. This limited warranty gives you specific legal rights. **8. EXTENDED LIMITED WARRANTY:** IF YOU HAVE PURCHASED OUR Extended Limited Warranty, we will extend the Limited Warranty explained above for the term of this agreement. The Extended Limited Warranty only applies to equipment installed by us or tested and accepted by us. The Extended Limited Warranty will automatically renew for successive one (1) year terms at our then-current monthly service charge unless terminated by either party's written notice given at least thirty (30) days before the end of the then-current term. **9. WARRANTY EXCLUSIONS:** We perform warranty services only during our normal working hours. IF YOU REQUEST US TO PERFORM WARRANTY SERVICES OUTSIDE OF NORMAL WORKING HOURS, YOU WILL BE REQUIRED TO PAY US FOR THE SERVICES AT OUR THEN APPLICABLE RATES FOR LABOR AND PARTS. THE LIMITED WARRANTY AND, IF PURCHASED, THE EXTENDED LIMITED WARRANTY DO NOT APPLY IF WE DETERMINE UPON INSPECTION THAT ANY OF THE FOLLOWING CONDITIONS CAUSED THE NEED FOR SERVICE; A. Damage resulting from accidents, Acts of God or Nature, alterations or misuse; B. You fail to properly close or secure a door, window or other point protected by an alarm device; C. You fail to properly follow the operating instructions; D. Trouble in a telephone line or due to interruption of power; E. Repairs needed to exterior mounted devices, batteries; F. Alterations to your premises; G. Alterations to the systems made at your request, or made necessary by change to your premises, damage to your premises or the alarm system, or for any other cause beyond our control. We will not perform warranty services on any device not installed by us. You must furnish the necessary electrical power through your meter at your expense to obtain warranty services. **10. REPAIRS AND PARTS REPLACEMENT:** At your request we will repair or replace the equipment we provided at our then-prevailing prices after the Limited Warranty and, if purchased, the Extended Limited Warranty expires. At your request we will also repair or replace anything excluded from the Limited Warranty and Extended Limited Warranty. **11. NO WARRANTIES OR REPRESENTATIONS: SUBSCRIBER'S EXCLUSIVE REMEDY:** Ener-Tel does not represent nor warrant that the security equipment and central office monitoring will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire or other cause, or that the security equipment will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges that Ener-Tel is not an insurer, and the Subscriber assumes all risk for loss or damage to Subscriber's premises or its contents. Ener-Tel has made no representations or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Subscriber's exclusive remedy for Ener-Tel's default hereunder is to require Ener-Tel to repair or replace, at Ener-Tel's option, any equipment covered by this agreement which is non-operational. **12. EXCULPATORY CLAUSE:** SUBSCRIBER AGREES THAT ENER-TEL IS NOT AN INSURER AND NO INSURANCE COVERAGE IS OFFERED HEREIN. THE SECURITY EQUIPMENT IS DESIGNED TO REDUCE CERTAIN RISKS OF LOSS, THOUGH ENER-TEL DOES NOT GUARANTEE THAT NO LOSS WILL OCCUR. Ener-Tel is not assuming liability, and, therefore shall not be liable to Subscriber for any loss, personal injury or property damage sustained by Subscriber as a result of 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 Ener-Tel's negligent performance, failure to perform any obligation or strict products liability. Subscriber releases Ener-Tel from any claims for contribution, indemnity or subrogation. **13. LIMITATION OF LIABILITY:** SUBSCRIBER AGREES THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF ENER-TEL AS A RESULT OF ENER-TEL'S NEGLIGENT PERFORMANCE TO ANY DEGREE, FAILURE TO PERFORM ANY OF ENER-TEL'S OBLIGATIONS, EQUIPMENT FAILURE OR STRICT PRODUCTS LIABILITY, THAT ENER-TEL'S LIABILITY SHALL BE LIMITED TO THE SUM OF SIX TIMES THE MONTHLY PAYMENT AT TIME LIABILITY IS FIXED OR THE SUM OF \$250.00, WHICHEVER IS GREATER. If Subscriber wishes to increase Ener-Tel's maximum amount of Ener-Tel's 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 Ener-Tel's increased liability. This shall not be construed as insurance coverage. **14. LIQUIDATED DAMAGES:** THE PARTIES AGREE THAT IN THE EVENT SUBSCRIBER SUFFERS DAMAGES AS A RESULT OF ENER-TEL'S NEGLIGENCE TO ANY DEGREE OR FAILURE TO PERFORM ANY OBLIGATION, IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ANTICIPATE OR FIX ACTUAL DAMAGES. THEREFORE, SUBSCRIBER AGREES THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF ENER-TEL, SUBSCRIBER AGREES TO ACCEPT \$250.00, OR THE AMOUNT PROVIDED FOR IN PARAGRAPH 8, WHICHEVER IS GREATER, AS LIQUIDATED DAMAGES IN COMPLETE SATISFACTION OF SUCH LIABILITY AND ENER-TEL IS RELEASED AND DISCHARGED FROM ANY FURTHER LIABILITY. **15. CARE OF COMMUNICATION SYSTEM:** Subscriber agrees not to tamper with, remove or otherwise interfere with the Communication System which shall remain in the same location as installed and Subscriber agrees to bear the cost of repairs or replacement made necessary as a result of any damage, including but not limited to damage caused by unauthorized intrusion to the premises, lightning or electrical surge, except for ordinary wear and tear, in which event repair or replacement to the Communication System (if installed by Ener-Tel) shall be made by Ener-Tel without additional charge. **16. ALTERATION OF PREMISES FOR INSTALLATION:** Ener-Tel is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in Ener-Tel's sole discretion for the installation and service of the Communication System, and Ener-Tel shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the Communication System, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the Communication System under the terms of this agreement. **17. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND COMMUNICATION SERVICE:** Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlets, receptacles, telephone hook-ups, RJ31x Block or equivalent, internet connection, high speed broadband cable or DSL and IP Address, as deemed necessary by Ener-Tel in its sole discretion and to notify Ener-Tel of any change in such service. **18. TESTING AND SERVICE OF COMMUNICATION SYSTEM:** Communication 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 Communication System and to notify Ener-Tel if it is in need of repair. Ener-Tel shall not be required to service the Communication System unless it has received notice from Subscriber, and upon such notice, Ener-Tel shall service the Communication System to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m. Any repair or other services provided by Ener-Tel to Subscriber's alarm or security equipment shall be at Ener-Tel's option on a per call request by Subscriber, and Subscriber shall pay for such labor and material at time such repair or other service is performed. All such repair or other service shall be governed by the terms of this agreement. Only the Communication System is covered by service. It shall be Subscriber's sole responsibility to maintain the security system and control panel. **19. LEGAL ACTION:** The parties agree that due to the nature of the services to be provided by Ener-Tel, the payments to be made by the Subscriber for the term of this agreement form an integral part of Ener-Tel's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix Ener-Tel's actual damages. Therefore, in the event Subscriber defaults in the payment of any charges to be paid to Ener-Tel, 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 Ener-Tel shall be permitted to terminate all its services under this agreement and remotely re-program or delete any programming without relieving Subscriber of any obligation herein. In the event of Subscriber's breach of this agreement, Ener-Tel may at its option either remove its software and equipment or deem same sold to Subscriber for 80% of the amount specified as the value of the software in addition to the liquidated damages provided for herein. Should Ener-Tel refer this agreement to an attorney, Subscriber shall pay Ener-Tel's legal fees. The parties waive trial by jury in any action between them. In any action commenced by Ener-Tel against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. Subscriber submits to the jurisdiction of Texas and agrees that any litigation between the parties must be commenced and maintained exclusively in the State of Texas and in the County where Ener-Tel's principal place of business is located. Any action by Subscriber against Ener-Tel must be commenced within thirteen months of the accrual of the cause of action or shall be barred. All actions or proceedings against Ener-Tel must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against Ener-Tel 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. The commencement of any action, proceeding or arbitration and service of legal process or papers in any action, proceeding or arbitration between the parties may be served by prepaid First-Class Mail delivered by the U.S. Post Office or overnight by Federal Express or UPS to the party's address in this agreement or other address provided by a party in writing to other party. **20. DELAY IN INSTALLATION:** Ener-Tel 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 Ener-Tel'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. **21. FAILURE TO PAY CHARGES OR HONOR AGREEMENT:** If you fail to make any payment when due or fail to honor any other term or condition of this agreement, we may stop providing the alarm monitoring and notification services and repossess or disable the equipment with or without notice. You agree that you will grant us access to your premises to allow us to repossess or disable the equipment. You agree that we have no liability if we stop providing the alarm monitoring and notification services and repossess or disable the equipment. You agree that we are not required to redecorate or repair your premises. We do not waive our right to any other legal remedy, including our right to charge you interest at the highest legal rate on the unpaid amount, by stopping to provide the alarm monitoring and notification services or repossessing or disabling the equipment.

22. CANCELLATION: We may, at any time, cancel this agreement at our option if: A. Our alarm monitoring center is destroyed or damaged so that it is impractical for us to continue service; B. We cannot acquire or retain the transmission connections or authorization to transmit signals between your premises and our alarm monitoring center or the applicable fire or police department or to another agency, or between our alarm monitoring center and the applicable fire or police department or other agency; C. You fail to follow our recommendations to repair or replace any defective parts or the system not covered under the Limited Warranty or Service/Maintenance Agreement, if purchased; D. You fail to follow our operating instructions for the system; E. We determine that it is impractical to continue service due to the modifications or alteration of your premises after installation. If we cancel for any of the reasons stated immediately above, we will refund any advance payments made for services to be supplied after the date of such termination, less any amounts still due for the installation of the equipment or for services already rendered, and for any other charges due, but we will not be liable for damages or subject to penalty as a result of such termination. We may cancel this agreement with or without notice at our option if: A. You fail to pay any monies when due under this agreement; B. You fail to comply with any other term or condition of this agreement; or C. You fail to maintain your premises in a safe and sanitary condition. If we cancel for any of the reasons stated immediately above, we will not be liable for damages or subject to penalty as a result of such termination. **23. MILITARY CLAUSE:** Under the following circumstances, you may terminate this agreement without penalty by giving us written notice if: A. you are or become a member of the Armed Forces of any nation on extended active duty and receive change-of-station orders to permanently depart the local area, or if you are relieved from active duty (subject to the exception noted below); or B. you are deployed to a foreign country as a member of the United States Armed Forces and are not continuing to receive housing allowance from the military. In either case, termination notice will effectively terminate this agreement the later of: A. thirty (30) days after you provide us written notice, or B. the end of the calendar month following the effective date of your deployment or station change. You must furnish us either a copy of the official permanent change-of-station orders or a deployment letter or order. **24. INSURANCE:** The Subscriber shall maintain a policy of public liability, property damage, burglary and theft insurance under which Ener-Tel is named as insured, and under which the insurer agrees to indemnify and hold Ener-Tel harmless from and against all costs, expenses including attorneys' fees and liability arising out of or based upon any and all claims, injuries and damages arising under this agreement, including, but not limited to, those claims, injuries and damages contributed to by Ener-Tel's negligent performance to any degree or its failure to perform any obligation. The minimum limits of liability of such insurance shall be one million dollars for any injury or death, and property damage, burglary and theft coverage in an amount necessary to indemnify Subscriber for property on its premises. Ener-Tel 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. **25. INDEMNITY/WAIVER OF SUBROGATION RIGHTS/ASSIGNMENTS:** SUBSCRIBER AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS ENER-TEL, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS, FROM AND AGAINST ALL CLAIMS, LAWSUITS, INCLUDING THOSE BROUGHT BY THIRD PARTIES OR SUBSCRIBER, INCLUDING REASONABLE ATTORNEYS' FEES AND LOSSES, ASSERTED AGAINST AND ALLEGED TO BE CAUSED BY ENER-TEL'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 Ener-Tel or Ener-Tel'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 Ener-Tel. Ener-Tel shall have the right to assign this agreement and shall be relieved of any obligations herein upon such assignment. **26. ENER-TEL'S RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Subscriber agrees that Ener-Tel is authorized and permitted to subcontract any services to be provided by Ener-Tel to third parties who may be independent of Ener-Tel, and that Ener-Tel shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties, and Subscriber appoints Ener-Tel to act as Subscriber's agent with respect to such third parties, except that Ener-Tel shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to Ener-Tel's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and central offices of Ener-Tel. **27. ELECTRONIC MEDIA:** You agree that we may convert this agreement into an electronic. You also agree that, in the event of any dispute or litigation, a copy of this agreement produced from any such electronic media may serve as the exclusive original. **28. LIEN LAW:** Ener-Tel or any subcontractor engaged by Ener-Tel to perform work or furnish material who is not paid may have a claim against Subscriber or the owner of the premises if other than the Subscriber which may be enforced against the property in accordance with the applicable lien law. **29. OPEN/CLOSE MONITORING SERVICE:** If selected as an optional service by you, on this agreement, you agree to furnish to us forthwith a list of the names of all persons authorized to enter your premises during the regularly scheduled closed periods. Such persons shall be supplied by us with an access number. You agree to furnish us forthwith with an authorized daily open and closed schedule in writing. All changes, revisions and modifications to the above shall be supplied to us in writing. We, our agents or assigns, upon receipt of an opening signal from your premises during a closed period as specified by the schedule furnished by you, shall, without warranty, make every reasonable effort to transmit a burglar alarm signal to the Public Police Department and to notify you or your designated representative by calling the telephone number supplied to us in writing by you, unless notified by telephone, within two (2) minutes before or after, receipt of such opening signal, and an entry into your premises by any person using an authorized access number. In the event that no closing signal is received from your premises on or before the beginning of a scheduled closed period, we, our agents or assigns, shall without warranty, make every reasonable effort to notify you or your designated representative by calling the telephone number supplied to us in writing by you, unless notified by telephone, prior to the scheduled closed period, of a late closing by a person using an authorized access number. **30. MONTHLY ACTIVITY REPORTING SERVICE:** If selected as an optional service by you, as indicated under SERVICES on page 2 of this agreement, we, our agents or assigns, shall, without warranty, furnish, to you at the address specified in writing by you, a monthly record of all signals received by us from your premises. **31. 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 Ener-Tel assigned by Ener-Tel to perform any service for or on behalf of Subscriber for a period of two years after Ener-Tel has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, Ener-Tel 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 Ener-Tel, times twelve, together with Ener-Tel's counsel and expert witness fees. **32. Regulated By:** The Texas Department of Public Safety Private Security Bureau, Complaints Directed To: P.O. Box 4087, Austin, TX 78773-0001, (512) 424-7293 or private_security_bureau@dps.texas.gov, License No: B04140401.

Eliza Diaz 1/29/25
 Customer Signature Date

 Ener-Tel Representative Signature Date

Eliza Diaz
 Customer Printed Name

Preston McKnight
 Ener-Tel Representative Printed Name

TAY I. O. BRACKETT ZSD
 Customer Social Security Number/Tax I.D.
 74-6000379

Ener-Tel Services I, LLC, 1911 S. Bryant Blvd., San Angelo, TX 76903 (325) 658-8375
 License B04140401 ACR-2172540 SCR-G-2286903

National Monitoring Center, 25341 Commercentre Drive, Lake Forest, CA 72630 (800) 662-1711
 License B-13486 ACR-2919

Licensed by the Texas Dept. of Public Safety, Private Security Bureau, P.O. Box 4087, Austin, TX 78752 (512) 424-7710 PSB@txdps.state.tx.us

**Addendum to Alarm Monitoring Agreement between
Ener-Tel Services I, LLC and Brackett Independent School District.**

This Addendum is attached to and made a part of the above-referenced Alarm Monitoring Agreement between Ener-Tel Services I, LLC and Brackett Independent School District. In the event of conflict between this Addendum and the Agreement, this Addendum controls.

- a. **Term.** This Agreement shall commence when signed by the Parties (“Effective Date”) and shall continue for a period of one (1) year after the Effective Date (the “Term”) and shall automatically renew annually thereafter under the same terms and conditions for a period of five (5) years, unless terminated earlier by either Party, as provided *infra* in this Addendum. If Customer has purchased Ener-Tel Services Extended Limited Warranty, Ener-Tel will extend the Limited Warranty under the same renewal and cancellation terms outlined in this Addendum.
- b. **Cancellation Right.** Either party may cancel this Agreement at any time, without cause, after providing thirty (30) days written notice to the other of their intention not to renew the Agreement by certified mail, return receipt requested. Termination is effective on the 30th day after delivery of such notice and there is no further obligation to pay for or deliver services after the 30th day. Customer will pay in full for services rendered up to the termination date.
- c. **Non-appropriation of funds.** Renewal of this contract (if appropriate) will be in accordance with the Texas Local Government Code Section 271.903 concerning the non-appropriation of funds for multi-year contracts. The Client reserves the right to rescind the contract at the end of each fiscal year with no penalty if it is determined that there are insufficient funds to extend the contract.
- d. **Criminal Background Checks.** In the event any staff of Ener-Tel must be on-site at a school campus or facility where students may be present, pursuant to Texas Education Code §22.0834, Ener-Tel shall send to Customer information required for obtaining national criminal history record information, which may include fingerprints and photographs. Customer shall obtain national criminal history record information and report the results through the criminal history clearinghouse as provided by Section 411.0845 (Criminal History Clearinghouse) of the Texas Government Code.
- e. **Eligible to receive payments.** Under Section 231.006, Texas Family Code, the Company certifies that the business entity named in this contract is not ineligible to receive the specified payments and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- f. **Franchise Taxes.** A corporate officer certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the Company is exempt from the payment of such taxes, or that the Company is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable.
- g. **Antitrust laws.** A corporate officer certifies that the firm, corporation, partnership or anyone acting for such firm, corporation, or institution has not violated the antitrust laws of this state, codified in Texas Business and Commerce Code Chapter 15, or the Federal antitrust laws.
- h. **Conflict of Interest Questionnaire (CIQ).** Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the District shall file a completed Conflict of Interest Questionnaire (CIQ) with District. **Completed CIQ is attached as Exhibit A.**

Brenda Gill 01/29/2025
Ener-Tel Representative Signature Date

Brenda Gill
Ener-Tel Representative Printed Name

 1/29/25
Customer Signature Date

BIZA DIAZ
Customer Printed Name

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Ener-Tel Services I, LLC

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

None

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7
Brenda Gill
Signature of vendor doing business with the governmental entity

01/29/2025
Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

