

GLEN COVE SENIOR CENTER
MUSICAL PERFORMANCE AGREEMENT

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AGREEMENT made as of this 31 day of December, 2023, by and between Jack Morelli Music Inc., a New York company with offices at 64 Academy Lane, Levittown, N.Y. 11756 (hereinafter referred to as "JMM"), and the City of Glen Cove, a New York municipal corporation, located at 9 Glen Street, Glen Cove, New York 11542 (hereafter referred to as the "City").

WHEREAS, the City desires to engage JMM to provide musical entertainment programs for members of the Glen Cove Senior Center; and

WHEREAS, JMM is willing to provide musical entertainment programs at the Glen Cove Senior Center for the benefit of its members on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

1. **SCOPE OF WORK:** JMM will provide musical entertainers to appear at the Glen Cove Senior Center twenty (20) times for various special occasions throughout 2024.
2. **COMPENSATION:** For the services to be provided by JMM, the City will pay \$250 per event for a total cost of no more than \$5,000. The City shall not be responsible for any costs or expenses JMM may incur to provide the services described herein, and JMM shall supply all equipment and materials required to perform the services.
3. **INDEPENDENT CONTRACTOR:** JMM understands that during the term of this agreement it is acting as an independent contractor and not as an employee of the City. JMM shall have no authority to act as an agent or representative of the City or to enter any financial or

other contractual commitment on behalf of the City without the prior written approval of the City. No federal, state or local income taxes, or payroll taxes of any kind, shall be withheld by the City on behalf of JMM, nor shall JMM be eligible for or participate in any City employer pension, health, or other fringe benefit plan. No worker's compensation insurance shall be obtained by the City involving JMM or any employee of JMM. JMM will provide worker's compensation for its employees in compliance with all federal and state law.

4. **EFFECTIVE DATE & TERMINATION:** This Agreement shall be effective January 1, 2024, and end December 31, 2024, and may be terminated by either party, with or without cause, upon thirty (30) days written notice.

5. **CONFIDENTIALITY:** JMM will not directly or indirectly use, divulge, or communicate in any manner any information which is proprietary to the City. JMM agrees to treat and maintain as confidential, and not to disclose to any third party or to use for its own benefit, reproduce or have reproduced, any information, document or data obtained, learned, or produced resulting from the services rendered hereunder (except to the extent required by law) without prior written consent of the City, which consent shall not be unreasonably withheld.

6. **INSURANCE AND INDEMNITY:** JMM agrees it shall immediately defend and indemnify the City, its officers, and employees from and against all liabilities that arise out of, pertain to, or relate to this Agreement unless arising out of the City's gross negligence. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigations and administrative expenses; defense costs, including reasonable attorney's fees; court costs; and costs of alternative dispute resolution.

Additionally, JMM shall be obligated to defend the City in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, immediately upon tender to JMM of the claim in any form, at any stage of an action or proceeding, and whether or not

liability is established. An allegation or determination that persons other than JMM are responsible for the claim does not relieve JMM from its separate and distinct obligation to defend under this Agreement. The obligation to defend extends through final judgment including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if JMM asserts that liability is caused in whole or in part by the negligence or willful misconduct of the City.

JMM shall, at its own cost and expense, procure insurance for the term of this Agreement from companies licensed to do business in the State of New York, to protect the City from claims under the Workers Compensation Law, or to comply with the provisions of said law as a self-insurer, and shall also procure such public liability insurance as will protect the City from any claims for damages to property and for personal injuries, including death, which may arise from the services provided by JMM or anyone directly or indirectly employed by JMM. Said liability insurance shall have a policy limit of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars aggregate coverage and shall name the City of Glen Cove as an additional insured and certificate holder.

All policies shall be delivered to the City with full premiums paid before the commencement of any operation under this Agreement. All policies shall be subject to the prior written approval of the City as to adequacy in form and protection.

7. **COMPLIANCE WITH LAWS:** JMM hereby represents that it has all necessary and required licenses from all applicable jurisdictions to provide the services called for in this Agreement. Furthermore, JMM agrees to comply with all federal, state, and local laws and regulations applicable to the services to be performed under this Agreement. This Agreement shall be governed by and construed under the laws of the State of New York.

8. **COMPLETE AGREEMENT: GENERAL PROVISIONS:** This Agreement is the

complete Agreement between the Parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written, and shall not be modified, assigned, or transferred except upon the written consent of both parties. All notices by either party shall be effective if sent by certified mail and ordinary mail to the address first above written unless a different address is sooner specified in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year above written.

CITY OF GLEN COVE

by: Mayor Pamela D. Panzenbeck, Mayor

Jack Morelli Music Inc.

by: Jack Morelli President

GLEN COVE SENIOR CENTER ADULT DAY PROGRAM
TAI CHI INSTRUCTION AGREEMENT

AGREEMENT made as of this ____ day of December, 2023, by and between Maria Campanella, with offices at 58 Tallmadge Trail, Miller Place, NY, 11764 (hereinafter referred to as "MC"), and the City of Glen Cove, a New York municipal corporation, located at 9 Glen Street, Glen Cove, New York 11542 (hereafter referred to as the "City").

WHEREAS, the City desires to engage MC to provide Tai Chi Instruction for the Glen Cove Senior Center Adult Day Program; and

WHEREAS, MC is willing to provide Tai Chi Instruction at the Glen Cove Senior Center for the benefit of its members on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

1. **SCOPE OF WORK:** MC shall provide Tai Chi Instruction as part of the Glen Cove Senior Center Adult Day Program. Instruction shall occur during twenty-four (24) sessions held at the Glen Cove Senior Center during 2024. The dates for the sessions shall be mutually agreed upon.
2. **COMPENSATION:** For the services to be provided by MC, the City will pay at a rate of \$75 per session for a total cost of no more than \$1,800.00. The City shall not be responsible for any costs or expenses MC may incur to provide the services described herein, and MC shall supply all equipment and materials required to perform the services.
3. **INDEPENDENT CONTRACTOR:** MC understands that during the term of this agreement she is acting as an independent contractor and not as an employee of the City. MC shall have no authority to act as an agent or representative of the City or to enter any financial or

other contractual commitment on behalf of the City without the prior written approval of the City. No federal, state, or local income taxes, or payroll taxes of any kind, shall be withheld by the City on behalf of MC, nor shall MC be eligible for or participate in any City employer pension, health, or other fringe benefit plan. No worker's compensation insurance shall be obtained by the City involving MC or any employee of MC. MC will provide workers' compensation for its employees in compliance with all federal and state law.

4. **EFFECTIVE DATE & TERMINATION:** This Agreement shall be effective January 1, 2024, through December 31, 2024, and may be terminated by either party, with or without cause, upon thirty (30) days written notice.

5. **CONFIDENTIALITY:** MC will not directly or indirectly use, divulge, or communicate in any manner any information which is proprietary to the City. MC agrees to treat and maintain as confidential, and not to disclose to any third party or to use for her own benefit, reproduce or have reproduced, any information, document or data obtained, learned, or produced resulting from the services rendered hereunder (except to the extent required by law) without prior written consent of the City, which consent shall not be unreasonably withheld.

6. **INSURANCE AND INDEMNITY:** MC agrees she shall immediately defend and indemnify the City, its officers, and employees from and against all liabilities that arise out of, pertain to, or relate to this Agreement unless arising out of the City's gross negligence. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigations and administrative expenses; defense costs, including reasonable attorney's fees; court costs; and costs of alternative dispute resolution.

Additionally, MC shall be obligated to defend the City in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, immediately upon tender to MC of the claim in any form, at any stage of an action or proceeding, and whether or not liability is established.

An allegation or determination that persons other than MC are responsible for the claim does not relieve MC from its separate and distinct obligation to defend under this Agreement. The obligation to defend extends through final judgment including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if MC asserts that liability is caused in whole or in part by the negligence or willful misconduct of the City.

MC shall, at her own cost and expense, procure insurance for the term of this Agreement from companies licensed to do business in the State of New York, to protect the City from claims under the Workers Compensation Law, or to comply with the provisions of said law as a self-insurer, and shall also procure such public liability insurance as will protect the City from any claims for damages to property and for personal injuries, including death, which may arise from the services provided by MC or anyone directly or indirectly employed by MC. Said liability insurance shall have a policy limit of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars aggregate coverage and shall name the City of Glen Cove as an additional insured and certificate holder.

All policies shall be delivered to the City with full premiums paid before the commencement of any operation under this Agreement. All policies shall be subject to the prior written approval of the City as to adequacy in form and protection.

7. **COMPLIANCE WITH LAWS:** MC hereby represents that she has all necessary and required licenses from all applicable jurisdictions to provide the services called for in this Agreement. Furthermore, MC agrees to comply with all federal, state, and local laws and regulations applicable to the services to be performed under this Agreement. This Agreement shall be governed by and construed under the laws of the State of New York.

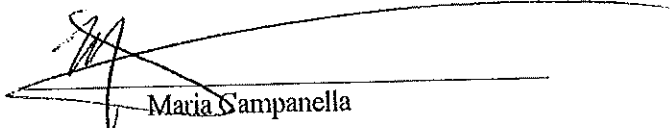
8. **COMPLETE AGREEMENT: GENERAL PROVISIONS:** This Agreement is the complete Agreement between the Parties and shall take precedence over all other prior or existing

understandings or agreements, if any, whether oral or written, and shall not be modified, assigned, or transferred except upon the written consent of both parties. All notices by either party shall be effective if sent by certified mail and ordinary mail to the address first above written unless a different address is sooner specified in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year above written.

CITY OF GLEN COVE

by: Mayor Pamela D. Panzenbeck, Mayor



Maria Sampanella

GLEN COVE SENIOR CENTER ADULT DAY PROGRAM
DANCE THERAPY / ZUMBA GOLD AGREEMENT

AGREEMENT made as of this ____ day of December, 2023, by and between Carol Rodriguez, with offices at 77 Mountain Avenue, Bayville, NY, 11709 (hereinafter referred to as "CR"), and the City of Glen Cove, a New York municipal corporation, located at 9 Glen Street, Glen Cove, New York 11542 (hereafter referred to as the "City").

WHEREAS, the City desires to engage CR to provide a Dance Therapy / Zumba Gold program for the Glen Cove Senior Center Adult Day Program; and

WHEREAS, CR is willing to provide a Dance Therapy / Zumba Gold program at the Glen Cove Senior Center Adult Day Program for the benefit of its members on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

1. **SCOPE OF WORK:** CR will provide a Dance Therapy / Zumba Gold program at the Glen Cove Senior Center Adult Day Program, during the twelve (12) months of 2024, commencing January, 2024, and ending December, 2024, to provide members of the Senior Center Adult Day Program Dance Therapy / Zumba Gold program.

2. **COMPENSATION:** For the services to be provided by CR, the City will pay (12) payments at a rate of \$65 / program for (40) programs, for 12 months and for a total cost of \$2,600.00. The City shall not be responsible for any costs or expenses CR may incur to provide the services described herein, and CR shall supply all equipment and materials required to perform the services.

3. **INDEPENDENT CONTRACTOR:** CR understands that during the term of this agreement it is acting as an independent contractor and not as an employee of the City. CR

shall have no authority to act as an agent or representative of the City or to enter any financial or other contractual commitment on behalf of the City without the prior written approval of the City. No federal, state or local income taxes, or payroll taxes of any kind, shall be withheld by the City on behalf of CR, nor shall CR be eligible for or participate in any City employer pension, health, or other fringe benefit plan. No worker's compensation insurance shall be obtained by the City involving CR or any employee of CR. CR will provide workers' compensation for its employees in compliance with all federal and state law.

4. **EFFECTIVE DATE & TERMINATION:** This Agreement shall be effective January 1, 2024, through December 31, 2024, and may be terminated by either party, with or without cause, upon thirty (30) days written notice.

5. **CONFIDENTIALITY:** CR will not directly or indirectly use, divulge, or communicate in any manner any information which is proprietary to the City. CR agrees to treat and maintain as confidential, and not to disclose to any third party or to use for its own benefit, reproduce or have reproduced, any information, document or data obtained, learned, or produced resulting from the services rendered hereunder (except to the extent required by law) without prior written consent of the City, which consent shall not be unreasonably withheld.

6. **INSURANCE AND INDEMNITY:** CR agrees it shall immediately defend and indemnify the City, its officers, and employees from and against all liabilities that arise out of, pertain to, or relate to this Agreement unless arising out of the City's gross negligence. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigations and administrative expenses; defense costs, including reasonable attorney's fees; court costs; and costs of alternative dispute resolution.

Additionally, CR shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City immediately upon tender to CR of the claim

in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than CR are responsible for the claim does not relieve CR from its separate and distinct obligation to defend under this Agreement. The obligation to defend extends through final judgment including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if CR asserts that liability is caused in whole or in part by the negligence or willful misconduct of the City.

CR shall, at its own cost and expense, procure insurance for the term of this Agreement from companies licensed to do business in the State of New York, to protect the City from claims under the Workers Compensation Law, or to comply with the provisions of said law as a self-insurer, and shall also procure such public liability insurance as will protect the City from any claims for damages to property and for personal injuries, including death, which may arise from the services provided by CR or anyone directly or indirectly employed by CR. Said liability insurance shall have a policy limit of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars aggregate coverage and shall name the City of Glen Cove as an additional insured and certificate holder.

All policies shall be delivered to the City with full premiums paid before the commencement of any operation under this Agreement. All policies shall be subject to the prior written approval of the City as to adequacy in form and protection.

7. **COMPLIANCE WITH LAWS:** CR hereby represents that it has all necessary and required licenses from all applicable jurisdictions to provide the services provided for in this Agreement. Furthermore, CR agrees to comply with all federal, state, and local laws and regulations applicable to the services to be performed under this Agreement. This Agreement shall be governed by and construed under the laws of the State of New York.

8. **COMPLETE AGREEMENT: GENERAL PROVISIONS:** This Agreement is the

complete Agreement between the Parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written, and shall not be modified, assigned, or transferred except upon the written consent of both parties. All notices by either party shall be effective if sent by certified mail and ordinary mail to the address first above written unless a different address is sooner specified in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year above written.

CITY OF GLEN COVE

by: Mayor Pamela D. Panzenbeck, Mayor

Carol Rodriguez

by: Member

GLEN COVE SENIOR CENTER ADULT DAY PROGRAM
HORTICULTURE AGREEMENT

AGREEMENT made as of this 31 day of December, 2023, by and between Lauren Ferris, d/b/a Gro Girl, 46 Lawrence Street, Greenlawn, NY 11740, (hereinafter referred to as "Ferris"), and the City of Glen Cove, a New York municipal corporation, located at 9 Glen Street, Glen Cove, New York 11542 (hereafter referred to as the "City").

WHEREAS, the City desires to engage Ferris to conduct a horticultural program for the Glen Cove Senior Center Adult Day Program; and

WHEREAS, Ferris is willing to conduct a horticultural program at the Glen Cove Senior Center for the benefit of its members on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

1. **SCOPE OF WORK:** Ferris will provide a horticulture program as part of the Glen Cove Senior Center Adult Day Program. Instruction shall occur at fourteen (14) sessions held at the Glen Cove Day Care Center during 2024, for members of the Senior Center. The parties shall mutually agree to the dates for the sessions.

2. **COMPENSATION:** For the services to be provided by Ferris the City will pay \$175 per program for a total cost of no more than \$2,450. The City shall not be responsible for any costs or expenses Ferris may incur to provide the services described herein, and Ferris shall supply all equipment and materials required to perform the services.

3. **INDEPENDENT CONTRACTOR:** Ferris understands that during the term of this agreement she is acting as an independent contractor and not as an employee of the City. Ferris shall have no authority to act as an agent or representative of the City or to enter any financial

or other contractual commitment on behalf of the City without the prior written approval of the City. No federal, state, or local income taxes, or payroll taxes of any kind, shall be withheld by the City on behalf of Ferris, nor shall Ferris be eligible for or participate in any City employer pension, health, or other fringe benefit plan. No worker's compensation insurance shall be obtained by the City involving Ferris or any employee of Ferris. Ferris will provide workers' compensation insurance for its employees in compliance with all federal and state law.

4. **EFFECTIVE DATE & TERMINATION:** This Agreement shall be effective January 1, 2024, through December 31, 2024, and may be terminated by either party, with or without cause, upon thirty (30) days written notice.

5. **CONFIDENTIALITY:** Ferris will not directly or indirectly use, divulge, or communicate in any manner any information which is proprietary to the City. Ferris agrees to treat and maintain as confidential, and not to disclose to any third party or to use for her own benefit, reproduce or have reproduced, any information, document or data obtained, learned, or produced resulting from the services rendered hereunder (except to the extent required by law) without prior written consent of the City, which consent shall not be unreasonably withheld.

6. **INSURANCE AND INDEMNITY:** Ferris agrees she shall immediately defend and indemnify the City, its officers, and employees from and against all liabilities that arise out of, pertain to, or relate to this Agreement unless arising out of the City's gross negligence. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigations and administrative expenses; defense costs, including reasonable attorney's fees; court costs; and costs of alternative dispute resolution.

Additionally, Ferris shall be obligated to defend the City in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, immediately upon tender to Ferris of the claim in any form, at any stage of an action or proceeding, and whether or not

liability is established. An allegation or determination that persons other than Ferris are responsible for the claim does not relieve Ferris from its separate and distinct obligation to defend under this Agreement. The obligation to defend extends through final judgment including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Ferris asserts that liability is caused in whole or in part by the negligence or willful misconduct of the City.

Ferris shall, at her own cost and expense, procure insurance for the term of this Agreement from companies licensed to do business in the State of New York, to protect the City from claims under the Workers Compensation Law, or to comply with the provisions of said law as a self-insurer, and shall also procure such public liability insurance as will protect the City from any claims for damages to property and for personal injuries, including death, which may arise from the services provided by Ferris or anyone directly or indirectly employed by Ferris. Said liability insurance shall have a policy limit of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars aggregate coverage and shall name the City of Glen Cove as an additional insured and certificate holder.

All policies shall be delivered to the City with full premiums paid before the commencement of any operation under this Agreement. All policies shall be subject to the prior written approval of the City as to adequacy in form and protection.

7. **COMPLIANCE WITH LAWS:** Ferris hereby represents that she has all necessary and required licenses from all applicable jurisdictions to provide the services provided for in this Agreement. Furthermore, Ferris agrees to comply with all federal, state, and local laws and regulations applicable to the services to be performed under this Agreement. This Agreement shall be governed by and construed under the laws of the State of New York.

8. **COMPLETE AGREEMENT: GENERAL PROVISIONS:** This Agreement is the

complete Agreement between the Parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written, and shall not be modified, assigned, or transferred except upon the written consent of both parties. All notices by either party shall be effective if sent by certified mail and ordinary mail to the address first above written unless a different address is sooner specified in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year above written.

CITY OF GLEN COVE

by: Mayor Pamela D. Panzenbeck, Mayor

Lauren Ferris d/b/a Gro Girl



Lauren Ferris

GLEN COVE SENIOR CENTER
SPEECH THERAPY AGREEMENT

AGREEMENT made as of this ____ day of December, 2023, by and between All About Speech Therapy, LLC, a New York company with offices at 15 Maxine Avenue, Plainview, N.Y. 11803 (hereinafter referred to as "AAST"), and the City of Glen Cove, a New York municipal corporation, located at 9 Glen Street, Glen Cove, New York 11542 (hereafter referred to as the "City").

WHEREAS, the City desires to engage AAST to conduct a speech therapy program for the Adult Day Program at the Glen Cove Senior Center; and

WHEREAS, AAST is willing to conduct a speech therapy program at the Glen Cove Senior Center for the benefit of its members on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

1. **SCOPE OF WORK**: AAST will appear at the Glen Cove Senior Center once a month for twelve (12) months commencing January, 2024, and ending December, 2024, to provide members of the Senior Center Speech Therapy.
2. **COMPENSATION**: For the services to be performed by AAST, the City will pay \$200 per month for a total cost of the program of \$2,400. The City shall not be responsible for any costs or expenses AAST may incur to provide the services described herein, and AAST shall supply all equipment and materials required to perform the services.
3. **INDEPENDENT CONTRACTOR**: AAST understands that during the term of this agreement it is acting as an independent contractor and not as an employee of the City.

AAST shall have no authority to act as an agent or representative of the City or to enter any financial or other contractual commitment on behalf of the City without the prior written approval of the City. No federal, state or local income taxes, or payroll taxes of any kind, shall be withheld by the City on behalf of AAST, nor shall AAST be eligible for or participate in any City employer pension, health, or other fringe benefit plan. No worker's compensation insurance shall be obtained by the City involving AAST or any employee of AAST. AAST will provide worker's compensation for its employees in compliance with all federal and state law.

4. **EFFECTIVE DATE & TERMINATION:** This Agreement shall be effective January 1, 2024, through December 31, 2024, and may be terminated by either party, with or without cause, upon thirty (30) days written notice.

5. **CONFIDENTIALITY:** AAST will not directly or indirectly use, divulge, or communicate in any manner any information which is proprietary to the City. AAST agrees to treat and maintain as confidential, and not to disclose to any third party or to use for its own benefit, reproduce or have reproduced, any information, document or data obtained, learned, or produced resulting from the services rendered hereunder (except to the extent required by law) without prior written consent of the City, which consent shall not be unreasonably withheld.

6. **INSURANCE AND INDEMNITY:** AAST agrees it shall immediately defend and indemnify the City, its officers, and employees from and against all liabilities that arise out of, pertain to, or relate to this Agreement unless arising out of the City's gross negligence. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigations and administrative expenses; defense costs, including reasonable attorney's fees; court costs; and costs of alternative dispute resolution.

Additionally, AAST shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City immediately upon tender to AAST of the

claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than AAST are responsible for the claim does not relieve AAST from its separate and distinct obligation to defend under this Agreement. The obligation to defend extends through final judgment including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if AAST asserts that liability is caused in whole or in part by the negligence or willful misconduct of the City.

AAST shall, at its own cost and expense, procure insurance for the term of this Agreement from companies licensed to do business in the State of New York, to protect the City from claims under the Workers Compensation Law, or to comply with the provisions of said law as a self-insurer, and shall also procure such public liability insurance as will protect the City from any claims for damages to property and for personal injuries, including death, which may arise from the services provided by AAST or anyone directly or indirectly employed by AAST. Said liability insurance shall have a policy limit of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars aggregate coverage and shall name the City of Glen Cove as an additional insured and certificate holder.

All policies shall be delivered to the City with full premiums paid before the commencement of any operation under this Agreement. All policies shall be subject to the prior written approval of the City as to adequacy in form and protection.

7. **COMPLIANCE WITH LAWS:** AAST hereby represents that it has all necessary and required licenses from all applicable jurisdictions to provide the services provided for in this Agreement. Furthermore, AAST agrees to comply with all federal, state, and local laws and regulations applicable to the services to be performed under this Agreement. This Agreement shall be governed by and construed under the laws of the State of New York.

8. **COMPLETE AGREEMENT: GENERAL PROVISIONS:** This Agreement is the

complete Agreement between the Parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written, and shall not be modified, assigned, or transferred except upon the written consent of both parties. All notices by either party shall be effective if sent by certified mail and ordinary mail to the address first above written unless a different address is sooner specified in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year above written.

CITY OF GLEN COVE

by: Mayor Pamela D. Panzenbeck, Mayor

ALL ABOUT SPEECH THERAPY, LLC

by: _____ Member

GLEN COVE SENIOR CENTER ADULT DAY PROGRAM
STRENGTH AND MOVEMENT THERAPY AGREEMENT

AGREEMENT made as of this ____ day of December, 2023, by and between Metro Physical, Occupational, and Speech Therapy PLLC, a New York Corporation with its principal office at 800 East Gate Blvd., Garden City, NY 11530 (hereinafter referred to as "Metro"), and the City of Glen Cove, a New York municipal corporation, located at 9 Glen Street, Glen Cove, New York 11542 (hereafter referred to as the "City").

WHEREAS, the City desires to engage Metro to conduct a group strength and movement therapy program for the Adult Day Program at the Glen Cove Senior Center; and

WHEREAS, Metro is willing to conduct a strength and movement therapy program at the Glen Cove Senior Center for the benefit of its members on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

1. **SCOPE OF WORK**: Metro will supply trained and licensed therapists to appear at the Glen Cove Senior Center once a month for twelve (12) months commencing January, 2024, and ending December, 2024, to provide members of the Senior Center strength and movement therapy instruction.

2. **COMPENSATION**: For the services to be performed by Metro, the City will pay \$100 per month for a total cost of the program of \$1,200. The City shall not be responsible for any costs or expenses Metro may incur to provide the services described herein, and Metro shall supply all equipment and materials required to perform the services.

3. **INDEPENDENT CONTRACTOR**: Metro understands that during the term of this agreement it is acting as an independent contractor and not as an employee of the City.

Metro shall have no authority to act as an agent or representative of the City or to enter any financial or other contractual commitment on behalf of the City without the prior written approval of the City. No federal, state or local income taxes, or payroll taxes of any kind, shall be withheld by the City on behalf of Metro, nor shall Metro be eligible for or participate in any City employer pension, health, or other fringe benefit plan. No worker's compensation insurance shall be obtained by the City involving Metro or any employee of Metro. Metro will provide worker's compensation for its employees in compliance with all federal and state law.

4. **EFFECTIVE DATE & TERMINATION:** This Agreement shall be effective January 1, 2024, through December 31, 2024, and may be terminated by either party, with or without cause, upon thirty (30) days written notice.

5. **CONFIDENTIALITY:** Metro will not directly or indirectly use, divulge, or communicate in any manner any information which is proprietary to the City. Metro agrees to treat and maintain as confidential, and not to disclose to any third party or to use for its own benefit, reproduce or have reproduced, any information, document or data obtained, learned, or produced resulting from the services rendered hereunder (except to the extent required by law) without prior written consent of the City, which consent shall not be unreasonably withheld.

6. **INSURANCE AND INDEMNITY:** Metro agrees it shall immediately defend and indemnify the City, its officers, and employees from and against all liabilities that arise out of, pertain to, or relate to this Agreement unless arising out of the City's gross negligence. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigations and administrative expenses; defense costs, including reasonable attorney's fees; court costs; and costs of alternative dispute resolution.

Additionally, Metro shall be obligated to defend the City in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, immediately upon tender

to Metro of the claim in any form, at any stage of an action or proceeding, and whether or not liability is established. An allegation or determination that persons other than Metro are responsible for the claim does not relieve Metro from its separate and distinct obligation to defend under this Agreement. The obligation to defend extends through final judgment including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Metro asserts that liability is caused in whole or in part by the negligence or willful misconduct of the City.

Metro shall, at its own cost and expense, procure insurance for the term of this Agreement from companies licensed to do business in the State of New York, to protect the City from claims under the Workers Compensation Law, or to comply with the provisions of said law as a self-insurer, and shall also procure such public liability insurance as will protect the City from any claims for damages to property and for personal injuries, including death, which may arise from the services provided by Metro or anyone directly or indirectly employed by Metro. Said liability insurance shall have a policy limit of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars aggregate coverage and shall name the City of Glen Cove as an additional insured and certificate holder.

All policies shall be delivered to the City with full premiums paid before the commencement of any operation under this Agreement. All policies shall be subject to the prior written approval of the City as to adequacy in form and protection.

7. **COMPLIANCE WITH LAWS:** Metro hereby represents that it has all necessary and required licenses from all applicable jurisdictions to provide the services provided for in this Agreement. Furthermore, Metro agrees to comply with all federal, state, and local laws and regulations applicable to the services to be performed under this Agreement. This Agreement shall be governed by and construed under the laws of the State of New York.


8. **COMPLETE AGREEMENT: GENERAL PROVISIONS:** This Agreement is the complete Agreement between the Parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written, and shall not be modified, assigned, or transferred except upon the written consent of both parties. All notices by either party shall be effective if sent by certified mail and ordinary mail to the address first above written unless a different address is sooner specified in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year above written.

CITY OF GLEN COVE

by: Mayor Pamela D. Panzenbeck, Mayor

Metro Physical, Occupational, and Speech Therapy, PLLC



by: Sajjan Johnson, Director Member

GLEN COVE SENIOR CENTER
LINE DANCING INSTRUCTION AGREEMENT

AGREEMENT made as of this ____ day of December, 2023, by and between Kathleen Pagano, with offices at 1514 Cleveland Avenue, East Meadow, NY 11554 (hereinafter referred to as "KP"), and the City of Glen Cove, a New York municipal corporation, located at 9 Glen Street, Glen Cove, New York 11542 (hereafter referred to as the "City").

WHEREAS, the City desires to engage KP to provide a line dance instruction program for the Glen Cove Senior Center; and

WHEREAS, KP is willing to provide a line dance instruction program at the Glen Cove Senior Center for the benefit of its members on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

1. **SCOPE OF WORK:** KP will provide line dance instruction lessons at the Glen Cove Senior Center for the Center's members, once a week for 50 weeks during 2024, commencing January 1, 2024, and ending December 31, 2024. Specific dates shall be mutually agreed upon.

2. **COMPENSATION:** For the services to be provided by KP, the City will pay \$60 per class for (50) classes at a total cost of \$3,000. The City shall not be responsible for any costs or expenses KP may incur to provide the services described herein, and KP shall supply all equipment and materials required to perform the services.

3. **INDEPENDENT CONTRACTOR:** KP understands that during the term of this agreement she is acting as an independent contractor and not as an employee of the City. KP

shall have no authority to act as an agent or representative of the City or to enter any financial or other contractual commitment on behalf of the City without the prior written approval of the City. No federal, state, or local income taxes, or payroll taxes of any kind, shall be withheld by the City on behalf of KP, nor shall KP be eligible for or participate in any City employer pension, health, or other fringe benefit plan. No worker's compensation insurance shall be obtained by the City involving KP or any employee of KP. KP will provide workers' compensation insurance for her employees in compliance with all federal and state law.

4. **EFFECTIVE DATE & TERMINATION:** This Agreement shall be effective January 1, 2024, through December 31, 2024, and may be terminated by either party, with or without cause, upon thirty (30) days written notice.

5. **CONFIDENTIALITY:** KP will not directly or indirectly use, divulge, or communicate in any manner any information which is proprietary to the City. KP agrees to treat and maintain as confidential, and not to disclose to any third party or to use for her own benefit, reproduce or have reproduced, any information, document or data obtained, learned, or produced resulting from the services rendered hereunder (except to the extent required by law) without prior written consent of the City, which consent shall not be unreasonably withheld.

6. **INSURANCE AND INDEMNITY:** KP agrees she shall immediately defend and indemnify the City, its officers, and employees from and against all liabilities that arise out of, pertain to, or relate to this Agreement unless arising out of the City's gross negligence. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigations and administrative expenses; defense costs, including reasonable attorney's fees; court costs; and costs of alternative dispute resolution.

Additionally, KP shall be obligated to defend the City in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, immediately upon tender to KP of the

claim in any form, at any stage of an action or proceeding, and whether or not liability is established. An allegation or determination that persons other than KP are responsible for the claim does not relieve KP from its separate and distinct obligation to defend under this Agreement. The obligation to defend extends through final judgment including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if KP asserts that liability is caused in whole or in part by the negligence or willful misconduct of the City.

KP shall, at her own cost and expense, procure insurance for the term of this Agreement from companies licensed to do business in the State of New York, to protect the City from claims under the Workers Compensation Law, or to comply with the provisions of said law as a self-insurer, and shall also procure such public liability insurance as will protect the City from any claims for damages to property and for personal injuries, including death, which may arise from the services provided by KP or anyone directly or indirectly employed by KP. Said liability insurance shall have a policy limit of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars aggregate coverage and shall name the City of Glen Cove as an additional insured and certificate holder.

All policies shall be delivered to the City with full premiums paid before the commencement of any operation under this Agreement. All policies shall be subject to the prior written approval of the City as to adequacy in form and protection.

7. **COMPLIANCE WITH LAWS:** KP hereby represents that she has all necessary and required licenses from all applicable jurisdictions to provide the services called for in this Agreement. Furthermore, KP agrees to comply with all federal, state, and local laws and regulations applicable to the services to be performed under this Agreement. This Agreement shall be governed by and construed under the laws of the State of New York.


8. **COMPLETE AGREEMENT: GENERAL PROVISIONS:** This Agreement is the

complete Agreement between the Parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written, and shall not be modified, assigned, or transferred except upon the written consent of both parties. All notices by either party shall be effective if sent by certified mail and ordinary mail to the address first above written unless a different address is sooner specified in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year above written.

CITY OF GLEN COVE

by: Mayor Pamela D. Panzenbeck, Mayor



Kathleen Pagano

GLEN COVE SENIOR CENTER
SOCIAL WORKER AGREEMENT

AGREEMENT made as of this ____ day of December, 2023, by and between Marilyn Mohsin, with offices at 46 Convent Street, Syosset, NY 11791 (hereinafter referred to as "MM"), and the City of Glen Cove, a New York municipal corporation, located at 9 Glen Street, Glen Cove, New York 11542 (hereafter referred to as the "City").

WHEREAS, the City desires to engage MM to provide social work services for the Glen Cove Senior Center; and

WHEREAS, MM is willing to provide social work services at the Glen Cove Senior Center for the benefit of its members on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

1. **SCOPE OF WORK:** MM will provide social work services at the Glen Cove Senior Center, during the twelve (12) months of 2024, commencing January, 2024, and ending December, 2024, to provide members of the Senior Center social work services.

2. **COMPENSATION:** For the services to be provided by MM, the City will pay (24) payments of \$970.66 to be paid twice per month, for 12 months and for a total cost of \$23,295.84. The City shall not be responsible for any costs or expenses MM may incur to provide the services described herein, and MM shall supply all equipment and materials required to perform the services.

3. **INDEPENDENT CONTRACTOR:** MM understands that during the term of this agreement it is acting as an independent contractor and not as an employee of the City. MM shall have no authority to act as an agent or representative of the City or to enter any financial or other

contractual commitment on behalf of the City without the prior written approval of the City. No federal, state or local income taxes, or payroll taxes of any kind, shall be withheld by the City on behalf of MM, nor shall MM be eligible for or participate in any City employer pension, health, or other fringe benefit plan. No worker's compensation insurance shall be obtained by the City involving MM or any employee of MM. MM will provide workers' compensation for its employees in compliance with all federal and state law.

4. **EFFECTIVE DATE & TERMINATION:** This Agreement shall be effective January 1, 2024, through December 31, 2024, and may be terminated by either party, with or without cause, upon thirty (30) days written notice.

5. **CONFIDENTIALITY:** MM will not directly or indirectly use, divulge, or communicate in any manner any information which is proprietary to the City. MM agrees to treat and maintain as confidential, and not to disclose to any third party or to use for its own benefit, reproduce or have reproduced, any information, document or data obtained, learned, or produced resulting from the services rendered hereunder (except to the extent required by law) without prior written consent of the City, which consent shall not be unreasonably withheld.

6. **INSURANCE AND INDEMNITY:** MM agrees it shall immediately defend and indemnify the City, its officers, and employees from and against all liabilities that arise out of, pertain to, or relate to this Agreement unless arising out of the City's gross negligence. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigations and administrative expenses; defense costs, including reasonable attorney's fees; court costs; and costs of alternative dispute resolution.

Additionally, MM shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City immediately upon tender to MM of the claim in any form or at any stage of an action or proceeding, whether or not liability is established.

An allegation or determination that persons other than MM are responsible for the claim does not relieve MM from its separate and distinct obligation to defend under this Agreement. The obligation to defend extends through final judgment including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if MM asserts that liability is caused in whole or in part by the negligence or willful misconduct of the City.

MM shall, at its own cost and expense, procure insurance for the term of this Agreement from companies licensed to do business in the State of New York, to protect the City from claims under the Workers Compensation Law, or to comply with the provisions of said law as a self-insurer, and shall also procure such public liability insurance as will protect the City from any claims for damages to property and for personal injuries, including death, which may arise from the services provided by MM or anyone directly or indirectly employed by MM. Said liability insurance shall have a policy limit of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars aggregate coverage and shall name the City of Glen Cove as an additional insured and certificate holder.

All policies shall be delivered to the City with full premiums paid before the commencement of any operation under this Agreement. All policies shall be subject to the prior written approval of the City as to adequacy in form and protection.

7. **COMPLIANCE WITH LAWS:** MM hereby represents that it has all necessary and required licenses from all applicable jurisdictions to provide the services provided for in this Agreement. Furthermore, MM agrees to comply with all federal, state, and local laws and regulations applicable to the services to be performed under this Agreement. This Agreement shall be governed by and construed under the laws of the State of New York.

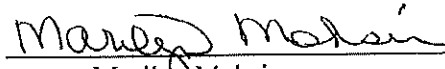
8. **COMPLETE AGREEMENT: GENERAL PROVISIONS:** This Agreement is the complete Agreement between the Parties and shall take precedence over all other prior or existing

sent by certified mail and ordinary mail to the address first above written unless a different address is sooner specified in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year above written.

CITY OF GLEN COVE

by: Mayor Pamela D. Panzenbeck, Mayor



Marilyn Mohsin

GLEN COVE SENIOR CENTER
SOCIAL WORKER AGREEMENT

AGREEMENT made as of this ____ day of December, 2023, by and between Sherri Meagher, with offices at 47 Fenwick Street, Greenlawn, NY 11740 (hereinafter referred to as "SM"), and the City of Glen Cove, a New York municipal corporation, located at 9 Glen Street, Glen Cove, New York 11542 (hereafter referred to as the "City").

WHEREAS, the City desires to engage SM to provide social work services for the Glen Cove Senior Center; and

WHEREAS, SM is willing to provide social work services at the Glen Cove Senior Center, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

1. **SCOPE OF WORK:** SM will provide social work services at the Glen Cove Senior Center commencing January, 2024, and ending December, 2024.
2. **COMPENSATION:** For the services to be provided by SM, the City will pay (24) payments of \$875.76 for a total cost of no more than \$21,018.24. The City shall not be responsible for any costs or expenses SM may incur to provide the services described herein, and SM shall supply all equipment and materials required to perform the services.
3. **INDEPENDENT CONTRACTOR:** SM understands that during the term of this agreement she is acting as an independent contractor and not as an employee of the City. SM shall have no authority to act as an agent or representative of the City or to enter any financial or other

contractual commitment on behalf of the City without the prior written approval of the City. No federal, state or local income taxes, or payroll taxes of any kind, shall be withheld by the City on behalf of SM, nor shall SM be eligible for or participate in any City employer pension, health, or other fringe benefit plan. No worker's compensation insurance shall be obtained by the City involving SM or any employee of SM. SM will provide workers' compensation for its employees in compliance with all federal and state law.

4. **EFFECTIVE DATE & TERMINATION:** This Agreement shall be effective January 1, 2024, through December 31, 2024, and may be terminated by either party, with or without cause, upon thirty (30) days written notice.

5. **CONFIDENTIALITY:** SM will not directly or indirectly use, divulge, or communicate in any manner any information which is proprietary to the City. SM agrees to treat and maintain as confidential, and not to disclose to any third party or to use for her own benefit, reproduce or have reproduced, any information, document or data obtained, learned, or produced resulting from the services rendered hereunder (except to the extent required by law) without prior written consent of the City, which consent shall not be unreasonably withheld.

6. **INSURANCE AND INDEMNITY:** SM agrees she shall immediately defend and indemnify the City, its officers, and employees from and against all liabilities that arise out of, pertain to, or relate to this Agreement unless arising out of the City's gross negligence. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigations and administrative expenses; defense costs, including reasonable attorney's fees; court costs; and costs of alternative dispute resolution.

Additionally, SM shall be obligated to defend the City in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, immediately upon tender to SM of the claim in any form, at any stage of an action or proceeding, and whether or not liability is established.

An allegation or determination that persons other than SM are responsible for the claim does not relieve SM from its separate and distinct obligation to defend under this Agreement. The obligation to defend extends through final judgment including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if SM asserts that liability is caused in whole or in part by the negligence or willful misconduct of the City.

SM shall, at her own cost and expense, procure insurance for the term of this Agreement from companies licensed to do business in the State of New York, to protect the City from claims under the Workers Compensation Law, or to comply with the provisions of said law as a self-insurer, and shall also procure such public liability insurance as will protect the City from any claims for damages to property and for personal injuries, including death, which may arise from the services provided by SM or anyone directly or indirectly employed by SM. Said liability insurance shall have a policy limit of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars aggregate coverage and shall name the City of Glen Cove as an additional insured and certificate holder.

All policies shall be delivered to the City with full premiums paid before the commencement of any operation under this Agreement. All policies shall be subject to the prior written approval of the City as to adequacy in form and protection.

7. **COMPLIANCE WITH LAWS:** SM hereby represents that she has all necessary and required licenses from all applicable jurisdictions to provide the services provided for in this Agreement. Furthermore, SM agrees to comply with all federal, state, and local laws and regulations applicable to the services to be performed under this Agreement. This Agreement shall be governed by and construed under the laws of the State of New York.

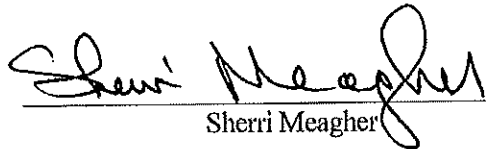
8. **COMPLETE AGREEMENT: GENERAL PROVISIONS:** This Agreement is the complete Agreement between the Parties and shall take precedence over all other prior or existing

understandings or agreements, if any, whether oral or written, and shall not be modified, assigned, or transferred except upon the written consent of both parties. All notices by either party shall be effective if sent by certified mail and ordinary mail to the address first above written unless a different address is sooner specified in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year above written.

CITY OF GLEN COVE

by: Mayor Pamela D. Panzenbeck, Mayor



Sherri Meagher

GLEN COVE SENIOR CENTER ADULT DAY PROGRAM
SOCIAL WORKER AGREEMENT

AGREEMENT made as of this ____ day of December, 2023, by and between Sherri Meagher, with offices at 47 Fenwick Street, Greenlawn, NY 11740 (hereinafter referred to as "SM"), and the City of Glen Cove, a New York municipal corporation, located at 9 Glen Street, Glen Cove, New York 11542 (hereafter referred to as the "City").

WHEREAS, the City desires to engage SM to provide social work services for the Glen Cove Senior Center Adult Day Program; and

WHEREAS, SM is willing to provide social work services at the Glen Cove Senior Center for the benefit of its members on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

1. **SCOPE OF WORK:** During 2024, SM shall provide monthly social work services at the Glen Cove Senior Center as part of the Glen Cove Senior Center Adult Day Program for the benefit of its members. Services shall be twice a month with dates for the services to be mutually agreed upon.

2. **COMPENSATION:** For the services to be provided by SM, the City will pay (23) payments of \$1,018.33 and (1) payment of \$1,018.41, and for a total cost of \$24,440.00. The City shall not be responsible for any costs or expenses SM may incur to provide the services described herein, and SM shall supply all equipment and materials required to perform the services.

3. **INDEPENDENT CONTRACTOR:** SM understands that during the term of this agreement she is acting as an independent contractor and not as an employee of the City. SM

shall have no authority to act as an agent or representative of the City or to enter any financial or other contractual commitment on behalf of the City without the prior written approval of the City. No federal, state, or local income taxes, or payroll taxes of any kind, shall be withheld by the City on behalf of SM, nor shall SM be eligible for or participate in any City employer pension, health, or other fringe benefit plan. No worker's compensation insurance shall be obtained by the City involving SM or any employee of SM. SM will provide workers' compensation for its employees in compliance with all federal and state law.

4. **EFFECTIVE DATE & TERMINATION:** This Agreement shall be effective January 1, 2024, through December 31, 2024, and may be terminated by either party, with or without cause, upon thirty (30) days written notice.

5. **CONFIDENTIALITY:** SM will not directly or indirectly use, divulge, or communicate in any manner any information which is proprietary to the City. SM agrees to treat and maintain as confidential, and not to disclose to any third party or to use for her own benefit, reproduce or have reproduced, any information, document or data obtained, learned, or produced resulting from the services rendered hereunder (except to the extent required by law) without prior written consent of the City, which consent shall not be unreasonably withheld.

6. **INSURANCE AND INDEMNITY:** SM agrees she shall immediately defend and indemnify the City, its officers, and employees from and against all liabilities that arise out of, pertain to, or relate to this Agreement unless arising out of the City's gross negligence. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigations and administrative expenses; defense costs, including reasonable attorney's fees; court costs; and costs of alternative dispute resolution.

Additionally, SM shall be obligated to defend the City in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, immediately upon tender to SM of the

claim in any form, at any stage of an action or proceeding, and whether or not liability is established. An allegation or determination that persons other than SM are responsible for the claim does not relieve SM from its separate and distinct obligation to defend under this Agreement. The obligation to defend extends through final judgment including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if SM asserts that liability is caused in whole or in part by the negligence or willful misconduct of the City.

SM shall, at her own cost and expense, procure insurance for the term of this Agreement from companies licensed to do business in the State of New York, to protect the City from claims under the Workers Compensation Law, or to comply with the provisions of said law as a self-insurer, and shall also procure such public liability insurance as will protect the City from any claims for damages to property and for personal injuries, including death, which may arise from the services provided by SM or anyone directly or indirectly employed by SM. Said liability insurance shall have a policy limit of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars aggregate coverage and shall name the City of Glen Cove as an additional insured and certificate holder.

All policies shall be delivered to the City with full premiums paid before the commencement of any operation under this Agreement. All policies shall be subject to the prior written approval of the City as to adequacy in form and protection.

7. **COMPLIANCE WITH LAWS:** SM hereby represents that she has all necessary and required licenses from all applicable jurisdictions to provide the services provided for in this Agreement. Furthermore, SM agrees to comply with all federal, state, and local laws and regulations applicable to the services to be performed under this Agreement. This Agreement shall be governed by and construed under the laws of the State of New York.

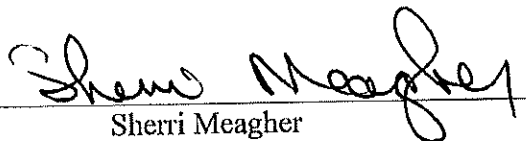
8. **COMPLETE AGREEMENT: GENERAL PROVISIONS:** This Agreement is the

complete Agreement between the Parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written, and shall not be modified, assigned, or transferred except upon the written consent of both parties. All notices by either party shall be effective if sent by certified mail and ordinary mail to the address first above written unless a different address is sooner specified in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year above written.

CITY OF GLEN COVE

by: Mayor Pamela D. Panzenbeck, Mayor



Sherri Meagher

**AMENDED AND RESTATED
MASTER AGREEMENT**

between

BUSPATROL AMERICA, LLC

and

CITY OF GLEN COVE

for a

SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM

This Amended and Restated Master Agreement (the "Agreement") is hereby made and entered into by and between BusPatrol America, LLC with its principal place of business at 8560 Cinder Bed Road, Suite 100, Lorton, VA 22079 ("BusPatrol" or "Contractor"), and City of Glen Cove, a municipal corporation with its principal offices located at 9 Glen Street, Glen Cove, NY 11542 ("City"). This Amended and Restated Agreement replaces the Parties' Master Agreement dated January 9, 2023, in its entirety.

RECITALS

WHEREAS, on August 6, 2019, the Governor of the State of New York signed into law amendments to the New York Vehicle and Traffic Law that authorize a New York county, city, town or village, by local law or ordinance, to install and operate photo violation monitoring systems on school buses for the purpose of recording violations; and

WHEREAS, pursuant to Section 1174-a of the New York Vehicle and Traffic Law, the governing body of a county, city, town or village located within a county is authorized and empowered to adopt and amend a local law or ordinance establishing a demonstration program imposing monetary liability on the owner of a vehicle for failure of an operator thereof to comply with section eleven hundred seventy-four of the Vehicle and Traffic Law when meeting a school bus marked and equipped as provided in subdivisions twenty and twenty-one-c of section three hundred seventy-five of this chapter and operated in such county, city, town or village, in accordance with the provisions of such Section 1174-a; and

WHEREAS, pursuant to and in accordance with Section 1174-a, the Local Law establishes a fine of \$250 for a first violation, \$275 for a second violation committed within 18 months of the first violation, \$300 for a third violation or subsequent violation committed within 18 months of the first violation, and an additional \$25 penalty for each violation for the failure to respond to a notice of liability within the prescribed time period; and

WHEREAS, pursuant to and in accordance with such Section 1174-a, the City Council on June 14, 2022 adopted Local Law 04-2022 authorizing the City to install and operate school bus photo violation monitoring systems on school buses within the City (collectively with Section 1174-a, "the Law" or "the Stop Arm Law"); and

WHEREAS, the City has entered or will enter an agreement with the Glen Cove City School District ("Participating School District") authorizing the City to contract with BusPatrol to install camera systems on school buses to allow video monitoring of vehicles passing school buses and to impose civil or other penalties on vehicle owners for violations of any of the aforesaid provisions of law; and

WHEREAS, BusPatrol is able to provide an innovative, turn-key, and comprehensive school bus camera system to protect students when riding school buses on customary routes; and

WHEREAS, pursuant to New York's "piggybacking" law, Section 103(16) of the New York General Municipal Law, the City "may contract for such services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, as may be required by such political subdivision or district therein through the use of a contract let by the United States of America or any agency thereof, any state or any other political subdivision or district therein if such contract was let to the lowest responsible bidder or on the basis of best value in a manner consistent with this section and made available for use by other governmental entities"; and

WHEREAS, the City has determined that the Master Agreement between BusPatrol and Dutchess County, New York, dated September 24, 2021, ("Dutchess County Agreement") expressly permits "Cooperative Purchasing/Piggybacking," is for the same or similar services as the City desires from BusPatrol, is for the same or better pricing, and otherwise meets the criteria under Section 103(16) and the City's procurement Policy & Procedures; and

WHEREAS, BusPatrol agrees to enter into an Agreement with the City under the terms and conditions set forth in the Dutchess County Agreement, except as expressly modified herein; and

WHEREAS, the City represents that it has the authority, in accordance with the Local Law, to enter into this Master Agreement with Bus Patrol on behalf of the Participating School Districts, to establish the terms and conditions upon which the City may elect to allow BusPatrol to install, maintain and operate school bus photo monitoring systems within the City, and does hereby award such Master Agreement to BusPatrol; and

WHEREAS, pursuant to the Local Law, the City has authorized BusPatrol to process violations as authorized by such Section 1174-a; and

WHEREAS, the City has reviewed the business and financial terms of this Agreement and confirms that the said terms and conditions are beneficial to the public interest and enhanced safety and security for the children and community at large;

NOW, THEREFORE, in consideration of the foregoing recitals, which are expressly incorporated herein, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and BusPatrol agree as follows:

The foregoing recitals are true and correct and form an integral part of this Agreement and are contractual.

AGREEMENT

A. COOPERATIVE PURCHASING/PIGGYBACKING. This Agreement is entered into pursuant to the piggybacking authority in Subdivision 16 of Section 103 of the New York General Municipal Laws and the Cooperative Purchasing/Piggybacking provision within the Dutchess County Agreement. Accordingly, all the terms, conditions, covenants and representations contained herein and in the Dutchess County Agreement and any amendments thereto, except as modified by this document, are hereby incorporated by reference and deemed to be a part of this Agreement as if fully set forth at length herein. The terms and conditions of this Agreement shall supersede any inconsistent terms and conditions set forth in the Dutchess County Agreement.

B. DELETIONS. For purposes of this Agreement, the Dutchess County Agreement is expressly modified as follows:

- 1. All references to "Dutchess County" or "County" are hereby deleted.*
- 2. Section 38. 0, "Severance Pay," is hereby deleted.*
- 3. Attachment C, "OPT-IN AGREEMENT TO PARTICIPATE IN THE COUNTY OF DUTCHESSIBUSPATROL SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM," is hereby deleted in its entirety.*

C. ADDITIONS. For purposes of this Agreement, the Dutchess County Agreement is expressly modified by adding:

- 1. All references to "Dutchess County" and "County" are hereby replaced with "City of Glen Cove" or "City."*
- 2. Section 1, "Definitions," is modified to incorporate the following additional definitions:*

1.0 DEFINITIONS

- 1.19 "Contested Violation" means a Notice of Violation issued through the BusPatrol system that is challenged by the owner of the vehicle before a Local Court in a Participating Municipality in accordance with Section 1174-a of the NY VTL, and that results in payment of any fines or penalties directly to the City.
- 1.20 "Local Court" means the court or traffic violations bureau having jurisdiction over traffic infractions where the violation occurred.
- 1.21 "Non-Contested Violation" means a Notice of Violation issued through the BusPatrol system that is not challenged by the owner of the vehicle and is paid directly to BusPatrol.

1.22 "Program Revenue" means 100% of the fines and penalties collected by BusPatrol and the City prior to the disbursement of the Administrative and Adjudicative Fee.

1.23 "Administrative and Adjudicative Fee" shall mean a fee to be paid by BusPatrol to the City to account for the costs associated with administering and adjudicating the Program.

3. *Article 2 is hereby deleted in its entirety and amended to read as follows:*

2.0 TERM

This Agreement shall commence on the first day of the first month following the completion of the Trial Period and shall terminate on December 1, 2026, unless otherwise terminated as set forth herein (the "Initial Term"). The Parties' obligations specific to the operation of the BusPatrol System shall be in effect so long as the New York State enabling legislation is in effect, until such time as this Agreement is terminated as set forth herein. Upon expiration of the Initial Term, this Agreement may be extended for additional periods of one year each, not exceeding in total five (5) years, upon such terms and conditions as may be agreed between the parties as long as New York State has extended or eliminated the provisions of the enabling legislation as contained in Section 1174-a of the Vehicle and Traffic Law.

4. *Section 4, "SCOPE OF SERVICES/RESPONSIBILITIES OF THE PARTIES," is modified to incorporate the following additional responsibilities:*

A. **RESPONSIBILITIES OF BUSPATROL.** BusPatrol agrees to provide the following services, as more fully described in Exhibit A:

xvii. Establish a bank account at an FDIC member (insured) bank for the collection and processing of Program Revenues, which account may be managed by BusPatrol or a third party payment processor, as well as a payment processor account and payment gateway;

B. **RESPONSIBILITIES OF CITY.** City agrees to provide the following services, as more fully described below:

viii. Processing Guidelines. The City and BusPatrol will agree upon and enforce in good faith the processing guidelines ("Processing Guidelines") for BusPatrol to use for creating evidence packages to submit to the applicable City enforcement agency for review. The Processing Guidelines shall be consistent with the requirements of New York State

law and are incorporated into the Master Agreement by reference. The Processing Guidelines shall be finalized by December 31, 2023 and will not be changed during the first two (2) year period.

Upon the two (2) year anniversary and every anniversary thereafter Term, the Processing Guidelines can be reviewed and modified. Any such modifications must be agreed to in writing by the Parties and authorized by the City, applicable City enforcement entity, and BusPatrol, or their designees. Such modifications to the Processing Guidelines shall not require an amendment to this Agreement. If a modification request by the City impacts the costs to operate the Program or is inconsistent with the agreed upon Processing Guidelines, the Parties shall work together in good faith to determine an estimate of a reasonable reimbursement from the City for such costs or modifications and/or renegotiated revenue share terms

4. Section 5, "Payment," is removed and following terms are added:

5.0 PAYMENT. All payments to be made to Contractor and City shall be paid from Program Revenues, which shall be collected and distributed as follows:

5.1 Collection And Disbursement of Revenues From Non-Contested Violations.

- 5.1.1 All fines and penalties collected by BusPatrol for Non-Contested Violations shall be deposited into the dedicated BusPatrol bank account established by Contractor pursuant to Article 4.
- 5.1.2 100% of the fines and penalties collected from Non-Contested Violations shall be considered Program Revenue and shall be used solely for purposes of paying the Revenue Share payments and Program Administrative Expense called for in Article 5.3.
- 5.1.3 BusPatrol will disburse Program Revenues from the dedicated BusPatrol account within 5 days of City's approval of each monthly Revenue Reconciliation Report and accompanying BusPatrol invoice, as called for in Articles 5.4 and 5.5.

5.2 Collection And Disbursement of Revenues From Contested Violations.

- 5.2.1 All fines and penalties from Contested Violations will be collected by the City.
- 5.2.2 City shall work with the Local Court to ensure that all fines and penalties from Contested Violations are transferred to the City, to be disbursed as Program Revenues.

5.2.3 100% of the fines and penalties collected from Contested Violations shall be considered Program Revenue and shall be used solely for purposes of paying the Revenue Share payments and Program Administrative Expense called for in Article 5.3.

5.2.4 City will disburse Program Revenues to BusPatrol within 10 days of City's approval of each monthly Revenue Reconciliation Report and accompanying BusPatrol invoice, as called for in Articles 5.4 and 5.5.

5.3 Payment Amounts. Program Revenues shall be used to pay the following amounts to compensate Contractor for the installation, maintenance and use of the BusPatrol Systems in accordance with Section 1174-a(1-b) of the New York State Vehicle and Traffic Law:

5.3.1 Revenue Share Payments.

5.3.1.1 All Program Revenues shall be disbursed 45% to the Contractor ("Contractor's Revenue Share") and 55% to City ("City's Revenue Share").

5.3.2 Program Administrative Expense.

5.3.2.1 On the first day of each month, City shall invoice Contractor for payment of a fixed monthly amount equal to the agreed-upon Program Administrative Expense, as established by the Parties in accordance with this Article 5.3.

5.3.2.2 For purposes of this Article 5.3. "Program Administrative Expense" equals an agreed-upon fixed monthly amount to reimburse City for the salary and benefits of one (1) full time City employee to directly administer and support the Stop Arm Program. In addition, Program Administrative Expense will include any expense incurred by the City for labor or materials resulting from the administration of the Stop Arm Program, which will be documented by the City and mutually agreed upon with Contractor.

5.3.2.3 The City agrees to confer with Contractor regarding the required level of administrative support needed to carry out the Stop Arm Program, and to determine whether Contractor can provide an alternative means of providing the required administrative support, at the Contractor's expense. The parties will also confer to adjust the amount of the Program Administrative Expense established in this Article 5.3 in the event of any changes in the level of administrative support required, including but not limited to changes in the number of buses deployed or volume of Violations

issued, or any material increase or decrease in City's actual cost of administering or supporting the Stop Arm Program.

5.3.2.4 City agrees to comply with any reasonable request by Contractor for documentation supporting such Program Administrative Expense.

5.3.2.5 For so long as the City has an adjudication agreement with Nassau County Traffic and Parking Violations Agency ("TPVA") related to services provided in accordance with this Agreement, and TPVA is actively adjudicating citations, BusPatrol shall reimburse the City nine dollars (\$9.00) per citation that has been paid in full. BusPatrol shall also reimburse the City nine dollars (\$9.00) of City's TPVA-adjudication agreement costs for each citation that has been adjudicated and paid in full. The City shall notify BusPatrol on a monthly basis of adjudicated citations that are paid in full by the fifth day following the end of the month.

5.3.2.6 Collectively, all of the fees in Section 5.3.2 represent the only "Administrative and Adjudicative Fees" required to be paid by BusPatrol pursuant to this Agreement. BusPatrol shall pay the Administrative and Adjudicative Fees by reducing its monthly Revenue Share Portion in conjunction with its monthly reporting and adding it to the City's monthly Revenue Share Portion.

5.4 Monthly Revenue Report, Payment Authorization. Within fifteen (15) days following the end of each month, BusPatrol shall submit a report (the "Revenue Reconciliation Report") and accompanying invoice to the City for review and approval, to authorize payment of the amounts owed to BusPatrol and the City in accordance with this Article 5. At a minimum, the monthly Revenue Reconciliation Report shall include the following supporting information:

5.4.1 Total number of contested Violations issued during the previous month;

5.4.2 Total number of non-contested Violations issued during the previous month;

5.4.3 Total amount of revenue from fines and penalties collected from Violations during the previous month;

5.4.4 Total Amount of the Administrative and Adjudicative Fee during the previous month;

5.4.5 Total amount of Program Revenue collected during the previous month;

5.4.6 Total amount of BusPatrol's Revenue Share Payment to be paid to BusPatrol;

5.4.7 Total amount of the City's Revenue Share Payment to be paid to the City.

The Parties agree to work in good faith to reconcile any discrepancies in the amounts payable to any party that are identified in the monthly Revenue Reconciliation Report.

5.5 Payment, Disbursement of Program Revenues.

5.5.1 BusPatrol will disburse revenues collected from Non-Contested Violations from the dedicated BusPatrol account to the City and BusPatrol within 5 calendar days of City's approval of a monthly Revenue Reconciliation Report and accompanying invoice.

5.5.2 All amounts payable under this Agreement shall be paid from the fines and penalties collected from Violations. In no event shall the City bear any expense associated with the operation of this program if gross revenues from Violations over the entire term of this agreement (including any extension thereof) are insufficient to cover such expense.

5.5.3 BusPatrol shall pay the City its monthly revenue share and Administrative and Adjudicative Fee within ten (10) days of receiving the City's approval of monthly Reconciliation Report or otherwise must notify BusPatrol of any questions or discrepancies in the monthly Reconciliation Report.

5.6 Collections. BusPatrol shall initiate a program to collect unpaid monies owed through the use of a third-party collections agency beginning December 1, 2023. The City agrees to cooperate in such efforts to the extent necessary

5. Attachment B, Attachment C, OPT-IN AGREEMENT TO PARTICIPATE IN THE COUNTY OF DUTCHESS/ BUSPATROL SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM," is replaced with the following:

ATTACHMENT B

OPT-IN AGREEMENT TO PARTICIPATE IN THE CITY OF GLEN COVE/ BUSPATROL SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM

Participating School District Name: _____

BusPatrol Internal Safety Solution: YES NO

Total No. of School Buses: _____

Participating School District Point of Contact: _____

WHEREAS, General Municipal Law Section 119-o authorizes municipal corporations and districts to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a contract basis; and

WHEREAS, the City is authorized by Section 1174-a of the New York State Vehicle and Traffic Law and Local Law 04-2022 to enter into an agreement with the Glen Cove City School District for the installation and operation of outward facing school bus photo violation monitoring systems on school buses owned or operated by within the school district or privately owned and operated for compensation under contract with the school district; and

WHEREAS, the City has entered into an agreement with BusPatrol to acquire, on behalf of the Glen Cove City School District , a turn-key, web-based school bus photo violation monitoring system that can be used to capture images of vehicles operated in violation of VTL Section 1174, issue citations to the owner of such vehicle when approved by an authorized Municipal Technician, and collect fines from the owner of such vehicle as authorized by Section 1174-a; and

WHEREAS, the Glen Cove City School District desires to enter into this agreement to authorize the City, through its contractor BusPatrol, to install and operate of outward facing school bus photo violation monitoring systems on school buses operated within the Glen Cove City School District as authorized by Section 1174-a and Local Law 04-2022;

NOW, therefore, it is mutually agreed by and between the parties hereto as follows:

1. **Purpose.** This "Opt-In Agreement" constitutes a formal, binding agreement between the Glen Cove City School District ("GCSD"), the City of Glen Cove ("City") and BusPatrol America LLC ("BusPatrol"), for the installation, operation and maintenance of school bus photo violation monitoring systems on school buses owned or operated by the GCSD or privately owned and operated for compensation under contract with GCSD in accordance with Section 1174-a of the New York State Vehicle and Traffic Law and [Local Law 04-2022 (the "Stop Arm Laws"), as well as the installation and operation of other optional internal student safety cameras if selected by GCSD (the "BusPatrol System").

2. **Authorization.** The Parties' execution of this Opt-In Agreement will serve as authorization for the City, through its contractor BusPatrol, to install and operate the BusPatrol System identified above on school buses owned and operated by the district or privately owned and operated for compensation under contract with such district.
3. **Payment.** In accordance with the Stop Arm Laws and the Master Agreement between City and BusPatrol ("Master Agreement"), the City will be solely responsible for paying BusPatrol for the installation, maintenance and use of the BusPatrol System on school buses owned and operated by GCSD or privately owned and operated for compensation under contract with GCSD , to be paid solely from the revenues from any fines generated by said school bus photo violation monitoring systems operated within the GCSD jurisdictional boundaries as provided by separate contract between the City and GCSD. GCSD will have no responsibility for payment of any amounts due to BusPatrol for the installation, operation or maintenance of the BusPatrol System
4. **Responsibilities of the Parties:**
 - a. BusPatrol. BusPatrol is responsible for providing all equipment and services necessary to install, operate and maintain the BusPatrol System as described in Exhibit A of the Master Agreement, a copy of which is attached as Attachment 1.
 - b. City. The City is responsible for administering and overseeing BusPatrol's performance of the Stop Arm Enforcement Program as set forth in the Master Agreement, including but not limited to:
 - i. Arranging for qualified Enforcement Technicians to review evidence packages and approve or disapprove potential notices of violation of the Stop Arm Laws;
 - ii. Installing signage provided by BusPatrol in conformance with standards established in the Manual of Uniform Traffic Control Devices; and
 - iii. Reviewing and approving BusPatrol invoices for payment, in accordance with the Master Agreement.
 - c. GCSD. GCSD is responsible for:
 - i. Providing BusPatrol or its agents with access to buses owned or operated by the District, beginning on the Installation Start Date specified above (to be mutually agreed upon by the District, the City and BusPatrol). If GCSD does not own and operate the buses customarily used on the routes in its district, then GCSD shall enter into an agreement with the private owner(s) and operator(s) of those

buses to allow BusPatrol to install and operate its equipment on such buses, at no cost to BusPatrol. If GCSD does not enter into such agreement with the private owner(s) and operator(s), or if any private owner or operator fails to provide BusPatrol will access to school buses, the City or BusPatrol, at its option, may terminate the Opt-In Agreement with GCSD;

- ii. Providing BusPatrol with ongoing access to any and all BusPatrol equipment installed on buses owned or operated by GCSD or its third party bus operator(s), as reasonably necessary for BusPatrol to operate and maintain the school bus violation monitoring system;
- iii. Providing BusPatrol with electronic copies of school bus routing information, in Excel or CSV format, if possible, for the purpose of identifying high risk routes and prioritizing an installation schedule;
- iv. Using best efforts to maintain the routes identified in Subsection 4(c);
- v. Using best efforts to properly store, secure, maintain, and repair the school buses when not in use to reasonably safeguard the BusPatrol System;
- vi. Appointing a designated point of contact, identified above, who shall be authorized to act on behalf of GCSD on all matters relating to this Opt-In Agreement and GSD's use of and participation in the school bus school bus photo violation monitoring systems;
- vii. Implementing security measures to ensure that any photographs, microphotographs, videotapes, other recorded images and data from internal non-enforcement cameras installed under Option B are only accessed by authorized personnel from GCSD.

5. **License, Restricted Use.** BusPatrol grants to GCSD a limited, non-exclusive license to use the BusPatrol System, including BusPatrol Equipment and BusPatrol Software and other BusPatrol Intellectual Property (collectively "BusPatrol Intellectual Property"), solely for purposes of carrying out this Opt-In Agreement. This license shall continue for so long as this Opt-In Agreement remains in effect, and shall expire immediately upon termination or expiration of this Agreement. GCSD shall immediately cease any and all use of the BusPatrol Intellectual Property upon termination or expiration of this Opt-In Agreement, unless specifically authorized by BusPatrol in a separate written license agreement.

GCSD agrees that it will not use the BusPatrol Intellectual Property for any purpose other than Bus Patrol's operation of the Bus Patrol System during the term of this Agreement. GCSD will not disclose the Bus Patrol Intellectual Property to any third parties without the prior express written permission of BusPatrol; will not make

any modifications to the BusPatrol System; and will not attempt to disassemble, de-compile or otherwise perform any type of reverse engineering to the BusPatrol System or cause any other person to do any of the foregoing.

6. **Reporting.** GCSD, acting by and through the Superintendent of Schools of such District, or his or her designee, shall provide any report required of the District, pursuant to Section 1174-a of the Vehicle Traffic law or Local Law 04-2022, to the State or any official thereof. BusPatrol and City agree to work with GCSD to provide any information or other reasonable assistance necessary for District to prepare and submit any required reports.
7. **Restrictions on Access to Enforcement Data.** In accordance with the State and Local Law and the Master Agreement, the parties agree that BusPatrol will implement controls and configure the BusPatrol system to safeguard enforcement data generated by the external cameras and other components of the BusPatrol Stop Arm Enforcement Solution as follows:
 - a. Pursuant to Section 1174-a (a)(3)(i) of the Vehicle and Traffic Law, BusPatrol will implement controls and configure the BusPatrol system to (i) prevent GCSD from accessing any photographs, microphotographs, videotapes, other recorded images and data from school bus photo violation monitoring systems; (ii) provide for the proper handling and custody of such photographs, microphotographs, videotapes, other recorded images and data produced by such systems; and (iii) provide for the forwarding of such photographs, microphotographs, videotapes, other recorded images and data to the City for the purpose of determining whether a motor vehicle was operated in violation of subdivision (a) of Section 1174 of the New York Vehicle and Traffic Law and imposing monetary liability on the owner of such motor vehicle therefor.
 - b. BusPatrol will implement controls and configure the BusPatrol system to ensure that all photographs, microphotographs, videotapes, other recorded images and data produced by school bus photo violation monitoring systems shall be destroyed (i) ninety days after the date of the alleged imposition of liability if a notice of liability is not issued for such alleged imposition of liability pursuant to this local law or (ii) upon final disposition of a notice of liability issued pursuant to this local law.
8. **Restrictions on Access to Internal Camera Data.** The parties agree that BusPatrol will implement controls and configure the BusPatrol system to ensure that any photographs, microphotographs, videotapes, other recorded images and data from the internal cameras (if any) installed pursuant to this agreement shall be made available only to GCSD, and shall not be made available to the City or any third party except as explicitly authorized by the GCSD. In accordance with the Master Agreement, BusPatrol will implement controls and configure the BusPatrol system

to ensure that all video footage, recorded images and other information generated through such internal non-enforcement cameras shall be destroyed within 90 days unless a longer period is authorized by GCSD or required by law.

9. **Changes.** Changes to this Opt-In Agreement may be made only by mutual written agreement of the parties.
10. **Term, Termination.**
 - a. This Agreement shall commence on the Agreed Upon Installation Start Date above and shall terminate on December 1, 2024, unless otherwise terminated as set forth herein (the "Initial Term"). Upon expiration of the Initial Term, this Agreement may be extended for additional periods of one year each, not exceeding in total five (5) years, upon such terms and conditions as may be agreed between the parties provided New York State has extended or not eliminated the provisions of the enabling legislation as contained in Section 1174-a of the Vehicle and Traffic Law.
 - b. This Opt-In Agreement will automatically terminate in the event the Master Agreement between BusPatrol and City is terminated in accordance with the terms of said Master Agreement.
 - c. This Opt-In Agreement may also be terminated by GCSD, the City or BusPatrol by providing 30 days prior written notice to the other parties.
 - d. In the event of a termination, GCSD shall immediately cease use of the BusPatrol System, including any and all BusPatrol Equipment, BusPatrol Software or Intellectual Property, and allow BusPatrol reasonable access to buses owned and operated by GCSD or its third-party bus operator, to allow BusPatrol to remove the BusPatrol Equipment in accordance with the wind down provisions of the Master Agreement.
14. **Non-Assignment.** This Agreement may not be assigned by GCSD without prior written consent of the City and BusPatrol. The City shall be relieved of all liability and obligations consistent with the New York State General Municipal law Section 109 in the event of such unauthorized assignment.
15. **Executory.** All amounts to be paid to Bus Patrol for the performance of the services called for in this Contract will be paid solely from the civil penalties collected from the operation of the Bus Patrol System, as provided for by the Stop Arm Law. BusPatrol assumes the risk that program revenues will be sufficient to cover BusPatrol's expenditures to install and operate the BusPatrol System, and therefore agrees that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement in the event that gross revenues collected over the life of this Agreement (including any extensions thereof) are insufficient to cover any costs, expenses or fees associated with this Agreement

owed to BusPatrol. BusPatrol will have no claim against the City or GCSD for the payment of any such unpaid costs, expenses or fees.

16. **Notice.** Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

City:

9 Glen Street
Glen Cove, N.Y. 11542
(516) 676-2000
<email> thenderson@glencoveny.gov

BusPatrol America LLC:

Karoon Monfared
8560 Cinder Bed Road, Suite 100
Lorton, Virginia 22079
Karoon@buspatrol.com

Glen Cove City School District :

154 Dosoris Lane
Glen Cove, N. Y. 11542
<tel>516-801-7010
<email> mrianna@glencoveschools.org

17. **Non-Waiver.** Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.
18. **Severability.** If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.
19. **Choice of Law, Venue.** Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the Supreme Court, County of Nassau, State of new York as the forum for any such dispute.
20. **No Arbitration.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".

21. **Rules Of Construction.** This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.
22. **Counterparts: Signatures Transmitted By Electronic Means.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."
23. **Entire Agreement.** The terms of this Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement made this ____
Day of _____, 20_____.

BUSPATROL AMERICA LLC:

By: _____
Name: Karoon Monfared
Title: CEO, BusPatrol America LLC
Date: _____

CITY OF GLEN COVE:

By: _____
Name: _____
Title: _____
Date: _____

PARTICIPATING SCHOOL DISTRICT:

By: _____

Name: _____

Title: _____

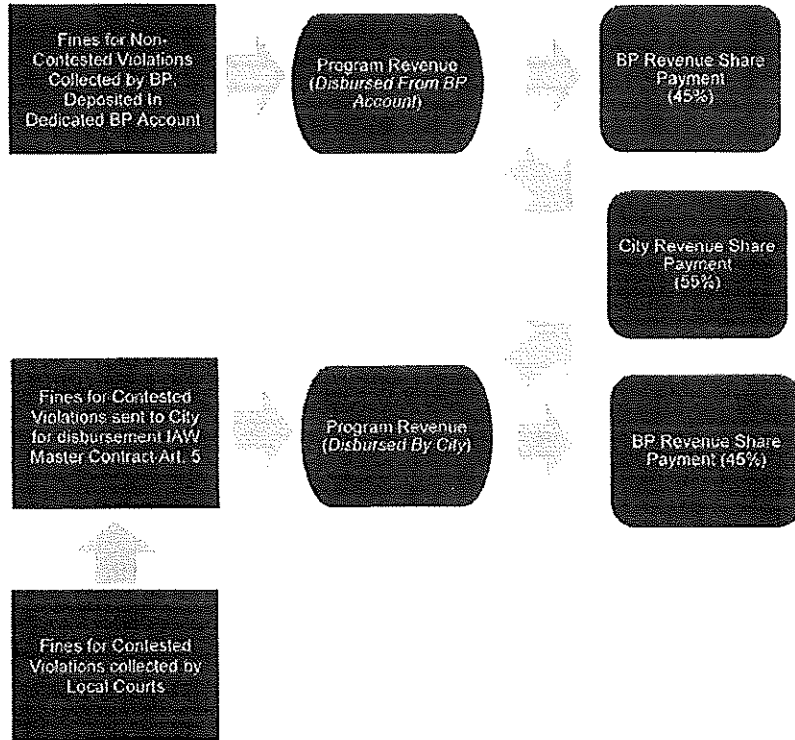
Date: _____

*Attachment C, "REVENUE RECONCILIATION AND DISBURSEMENT PROCESS," is replaced
in its entirety with the following,*

CONTINUE TO NEXT PAGE

**ATTACHMENT C
REVENUE RECONCILIATION AND DISBURSEMENT PROCESS**

The following flowchart illustrates the monthly flow of funds to be performed in accordance with Article 5 of the Agreement.



6. *[FURTHER ADDITIONS TBD]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for a School Bus Safety Camera Program between BusPatrol and City, effective as of the date of the first Notice of Violation (the "Effective Date").

BUSPATROL AMERICA LLC:

By: _____
Name: Karoon Monfared
Title: CEO, BusPatrol America LLC
Date: _____

CITY OF GLEN COVE:

By: _____
Name: _____
Title: _____
Date: _____



HOMETOWN

FIREFIGHTER & EMS SERVICES

A DIVISION OF THE WEBER GROUP

HOMETOWN FIREFIGHTER SERVICES

Service Fee Agreement

City of Glen Cove Fire Department – Service Award Program

This is an agreement between Hometown Firefighter Services (herein referred to as HTFF) and the City of Glen Cove (herein referred to as the Sponsor).

It is agreed that HTFF will provide administrative services to the Sponsor for the City of Glen Cove Fire Department's Length of Service Award Program as detailed below:

The Actuarial portion of the fee is guaranteed for a period of 3 years beginning January 1, 2024. The administration fee is also guaranteed for a period of 3 years beginning January 1, 2024.

Preparation of Annual Report and Administrative Services

(See attached description of services)

Actuarial Fee \$ 3,024.75

Administration Fee \$ 2,825.00

Total Fee Payable to: Hometown Firefighter Services \$ 5,849.75*

*Additional GASB 73 Report Fee of \$1,100.00 will be billed directly from the Actuary, BPAS.

Sign below and return this document in the enclosed envelope.

Please make your check payable to: Hometown Firefighter Services

City of Glen Cove

Plan Trustee

Hometown Firefighter Services

Date

Date

Administrative Services

- HTFF will meet with the Sponsor semi-annually, or more often at the Board's request, to review the Annual Actuarial Report and provide updates.
- HTFF will review Asset Statements from the Investment Companies with the Sponsor.
- HTFF will act as intermediary between Sponsor and Investment Companies. HTFF will provide the Sponsor with information regarding investment options and performance.
- HTFF will provide a Summary of Recommended Investment Contributions. **
- HTFF will prepare vouchers for payments to the Program as needed.
- HTFF will provide the Participants with Benefit Calculations at Entitlement. HTFF will counsel each Participant prior to entitlement, and will review entitlement options (if applicable) with the Entitled Participant.
- HTFF will process all paperwork to ensure that the Entitled Participant receives their benefit payments.
- HTFF will act as Intermediary between benefit payment processing institution and the Sponsor for Direct payment of Benefits by Check or Direct Deposit to Participants as authorized by the Sponsor.
- HTFF will provide all Tax Documents for Sponsor and Participants (i.e.: 1099s & 1096 transmittals).
- HTFF will provide the Sponsor with legislative updates on LOSAP as needed.
- HTFF will answer questions from Volunteers regarding LOSAP benefits.
- HTFF will communicate with auditors and respond to any requests for information.
- HTFF will provide instructions on how to enroll new plan participants.
- HTFF will provide forms to change beneficiaries for Plan Participants.
- HTFF will provide notice for persons who cease to participate in the Service Award Program.
- HTFF will provide a trained and knowledgeable staff to answer questions throughout the year.

Actuarial Services

- Installation - Plan Design as dictated by the Sponsor.
- Preparation of Plan Documents.
- Preparation of Plan Provision & Enrollment.
- Prepare an annual LOSAP Participant Statement for each Participant.
- Prepare the Annual Actuarial Service Award Report which includes:
 - Detailed Plan Specifications - eligibility requirements, benefit formula & vesting schedule.
 - Census - status of each of the Plans participants.
 - Participant Reconciliation - accounts for the change in status of participants.
 - Schedule of Benefits - provides the projected benefit amount for each participant.
 - Section 457(e) Accrual Limit Test - considers IRS Code that limits annual benefit.
 - Actuarial Valuation Summary - provides the total present value of benefits expected to be paid from the Plan and the Total recommended Contribution.
 - Composition of Assets - listing of individual investments held in the Plan.
 - Audit Information Page - assists in preparation of audit information for submission to New York State.
- Calculate Entitlement, Death and Disability Benefit Payments.
- Respond to special requests, provide studies or other reports up to 2 hours work effort duration.

** All investment premiums to be made payable to the Investment Company chosen by the Sponsor.

It is further understood that HTFF cannot serve as trustee of plan assets, a trustee of the plan or as any other fiduciary of the plan. The Trustees of the Plan shall be named by the Sponsor.



HOMETOWN

FIREFIGHTER & EMS SERVICES

A DIVISION OF THE WEBER GROUP

December 1, 2023

Mr. Michael Piccirillo
City of Glen Cove
9 Glen Street
Glen Cove, NY 11542

Re: Service Award Program - 2024 Contribution, Service Fee & Agreement
City of Glen Cove Fire Department

Dear Mike,

Thank you for choosing Hometown Firefighters Services to service your Length of Service Award Program. We would like you to know that Hometown Firefighter Services is the leading provider of insurance and volunteer benefits to the fire and EMS service in the State of New York.

Enclosed please find an invoice for your actuarial and administration fees for the year 2024. If you send payment before the end of the year, we will credit your payment towards the upcoming 2024 actuarial report. Please note this fee does not include the charge for the supplementary Governmental Accounting Standards Board (GASB) 73 report as going forward the actuary will be billing you directly for it. Please issue a check payable to Hometown Firefighter & EMS Services.

Also enclosed are invoices for your annual 2024 contribution. Please issue checks payable to City of Glen Cove Fire Department SAT and First Security Benefit.

In addition, recent audits by the New York State Comptroller's Office have indicated that fire districts should have a signed agreement in place with the administrative firm that handles their LOSAP Plan. In an effort to ensure that you are in compliance with the recommendations of the Comptroller's office, we have taken the liberty of enclosing an agreement that delineates the services that Hometown Firefighter Services will provide to you. Please sign and return one copy of the agreement and retain the second copy for your records.

If you have any questions, please call our office at (631) 589-2929 and one of our LOSAP experts will be available to answer your questions.

Very truly yours,

Rebecca Weber Keiffert
Chief Executive Officer

5 Orville Drive, Suite 400 Bohemia, NY 11716 | 631-589-2929

FAX: 631-218-9088 | www.hometownfirefighters.com



TELSTAR SECURITY SYSTEMS, INC.
10 Shore Road
Glen Cove, New York 11542
(516) 676-7700

6E

STANDARD COMMERCIAL SECURITY AGREEMENT

Date: 1/02/2024

Subscriber's Name: Glen Cove Golf Pro Shop

Telephone No.: 516-676-0550

Address: 109 Lattingtown Road, Glen Cove NY 11542

Cell Phone No.: _____

1. TELSTAR SECURITY SYSTEMS, INC. (hereinafter referred to as "TSS" 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 attached **Proposal of Equipment and Services**.

2. DESCRIPTION OF EQUIPMENT AND SERVICES:

Check Services Provided:

- ☒ Monitoring Center Services ☐ Repair Service ☐ Inspection ☐ Remote Subscriber Access ☐ Cameras ☐ Access Control
☐ Access Control Administration ☐ Alarm Signal Verification ☐ Guard Response ☐ Self-Monitoring ☐ Cyber Security: Compliant Encryption
☐ Other: (See Attached Schedule of Equipment and Services.)

3. **PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF TSS / TITLE TO EQUIPMENT:** Provided Subscriber performs this agreement for the full term, upon termination TSS 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 TSS is the intellectual property of TSS 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. Upon installation the Equipment shall be deemed Subscriber's 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 TSS. TSS's signs and decals remain the property of TSS and must be removed upon termination of this agreement.

4. CHECK BOX FOR APPROPRIATE SERVICES: Only services selected are included:
SERVICES AND RECURRING CHARGES: All charges are billed in advance and are plus tax, if applicable [select one option]:

Billing shall be: ☐ Monthly ☒ Quarter Annually ☐ Semi-Annually ☐ Annually

(a) **MONITORING CENTER CHARGES:** Subscriber agrees to pay TSS:

☐ (i) The sum of \$ _____, payable in advance for the installation and programming of the communication software and communication devices if separate from the alarm panel if not already installed.

☒ (ii) The sum of \$ 38.00 per month for the monitoring of the Security System for the term of this agreement.

(b) **SERVICE (Select i or ii)**

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

☐ (ii) Subscriber agrees to pay TSS for a Repair Service Plan for the security equipment the sum of \$ _____ per month for the term of this agreement.

☐ (c) **INSPECTION AND TESTING:** Subscriber agrees to pay TSS \$ _____ per month for the term of this agreement for inspection service. If this option is selected TSS will make _____ inspection(s) per year. Unless otherwise noted in the Schedule of Equipment and Services inspection service includes testing of all accessible components to insure proper working order. If the system is UL Certified, the inspection will comply with UL requirements. TSS will notify Subscriber 3 days in advance of inspection date. It is Subscriber's responsibility to reschedule or permit access. Testing at inspection tests only that components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair. If sprinkler alarm or other device monitoring water flow is inspected the inspection does not include inspection or testing of sufficiency of water supply, for which TSS has no responsibility or liability.

☐ (d) **ALARM SIGNAL VERIFICATION:** Subscriber agrees to pay TSS the sum of \$ _____ per month for the term of this agreement. If Subscriber selects Alarm Signal Verification as a service to be provided, or if Alarm Signal Verification is required by law, TSS or its designated Monitoring Center shall verify the alarm signal by electronic telephone communication, video verification or such other verification system deemed appropriate by TSS or as required by local law and only verified alarm conditions shall be communicated to police or fire department.

☐ (e) **REMOTE SUBSCRIBER ACCESS / VIDEO STREAMING DATA [VSD] / CCTV / AUDIO / SELF-MONITORING:** Subscriber agrees to pay TSS the sum of \$ _____ per month for the term of this agreement. Select remote access / video / audio services to be provided:

- ☐ Access Control ☐ Recording Device ☐ Monitoring Center Remote Video / Audio Monitoring for Live Streaming
☐ Video Clips Monitored Upon Alarm Activation Only ☐ Verification Recorded Video Clips ☐ Cloud Service Data Storage and Retrieval
☐ Remote Access By Subscriber ☐ Video Data to Subscriber's Smart Phone ☐ Self-Monitoring ☐ Audio ☐ Other (describe): _____

☐ (f) **ACCESS CONTROL ADMINISTRATION SERVICES:** Subscriber agrees to pay TSS the sum of \$ _____ per month for the term of this agreement. Select Access Control Administration services to be provided:

- ☐ Remote Access Administration ☐ On-Site Administration ☐ Data Storage ☐ Data Backup

☐ (g) **GUARD RESPONSE:** Subscriber agrees to pay TSS the sum of (select payment method) \$ _____ per month for the term of this agreement (or \$ _____ plus tax payable per guard response).

☐ (h) **SELF-MONITORING:** Subscriber agrees to pay TSS the sum of \$ _____ per month for the term of this agreement, for self-monitoring services. Self-Monitoring is provided by third party vendors who facilitate signals and data from Subscriber's alarm system to Subscriber's Internet or Cellular connected device. Unless Subscriber has selected Monitoring Center Services, signals from Subscriber's security system will not be monitored by and no signals will be received by any professional Monitoring Center.

☐ (i) **CYBER SECURITY: COMPLIANT ENCRYPTION:** Subscriber agrees to pay TSS the sum of \$ _____ per month for the term of this agreement for cyber security encryption services as specified in the Schedule of Equipment and Services. Cyber security compliance and conformance programs include guidelines in Underwriters Laboratory (UL), 2090 Cybersecurity Assurance Program or the National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF). Encryption services are currently available for installation, inspection and monitoring of Camera and Access Control equipment which meets Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology [NIST], UL or any other established criteria for encryption.

☐ **IN LIEU OF SEPARATE RECURRING CHARGES IN PARAGRAPHS 4(a)-(i) ABOVE, SUBSCRIBER SHALL PAY \$ _____ PER MONTH WHICH INCLUDES ALL THE CHECKED SERVICES IN PARAGRAPHS 4(a)-(i).**

5. **TERM OF AGREEMENT / RENEWAL:** The term of this agreement shall be for a period of ten years and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other 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 TSS shall be permitted from time to time to increase all charges by an amount not to exceed three percent each year and Subscriber agrees to pay such increase. TSS may invoice Subscriber in advance monthly, quarterly, or annually at TSS's option. Unless otherwise specified herein, all recurring charges for 4(a)-(i) services shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month.

6. **MONITORING CENTER SERVICES:** Upon receipt of an alarm signal, video or audio transmission, from Subscriber's security system, TSS or its designee Monitoring Center shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department [First Responders] depending upon the type of signal received. Not all signals or transmissions will require notification to the authorities and Subscriber may obtain a written response policy from TSS. 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 TSS or TSS's designee Monitoring Center and TSS 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 and transmissions are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication, and pass through communication networks wholly beyond the control of TSS and are not maintained by TSS except TSS may own the radio network, and TSS shall not be responsible for any failure which prevents transmission signals from reaching the 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 TSS 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, TSS 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 TSS's notification obligation. All changes and revisions shall be supplied to TSS in writing. Subscriber authorizes TSS to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting Monitoring Center to monitor video or sound then upon receipt of an alarm signal, Monitoring Center shall monitor video or sound for so long as Monitoring Center, in its sole discretion, deems appropriate to confirm an alarm or emergency condition. If Subscriber requests TSS to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay TSS \$90.00 for each such service. TSS may, without prior notice, suspend or terminate its services, in TSS's sole discretion, in event of Subscriber's default in performance of this agreement or in event Monitoring Center facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms or runaway signals. Monitoring Center 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 TSS.

7. REPAIR SERVICE: Repair service pursuant to paragraph 4(b)(ii), includes all parts and labor, and TSS 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 of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, water, insects, vermin, 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 payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without TSS'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 TSS, the equipment will transmit data via Subscriber's high speed Internet, cellular or radio communication service from remote device supplied by TSS or Subscriber's Internet or wireless connection device which is compatible with TSS's remote services. TSS 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 or, when the system design permits, connect the system to the Internet, over which TSS has no control. The remote services server is provided either by TSS or a third party. TSS shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. TSS shall have no responsibility for failure of data transmission, corruption or unauthorized access by hacking or otherwise and shall not monitor or view the camera data. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology (NIST) or any other established criteria for encryption and TSS shall have no liability for access to the alarm system by others.

9. WIRELESS AND INTERNET ACCESS CAPABILITIES: Subscriber is responsible for supplying high-speed Internet access and/or wireless services at Subscriber's premises. TSS 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, TSS will authorize Subscriber access. TSS 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 TSS shall have no liability for such third party unauthorized access. TSS 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. TSS 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. If Subscriber is Self-Monitoring, no signals will be received unless Subscriber has access to the selected mode of communication pathway such as cellular, radio or Internet service.

10. ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS / ACCESS CONTROL ADMINISTRATION: If Access Control is 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 a selected service TSS or its designee shall store and/or backup data received from Subscriber's system for a period of one year. TSS shall have no liability for data corruption or inability to retrieve data even if caused by TSS'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 TSS and TSS has no responsibility for such access or IP address service. TSS 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. If Access Control Administration is selected as a service to be provided TSS will maintain the data base for the operation of the Access Control System. Subscriber will advise TSS of all change in personnel and/or changes in 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 TSS regarding personnel access must be in writing via email or fax to addresses designated by TSS. TSS 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.

11. AUDIO / VIDEO SYSTEM OPERATION AND LIMITATIONS: If Audio / Video System is selected as a service to be provided and included in the Schedule of Equipment and Services, and if video equipment is attached to a recorder, it shall not be used for any other purpose. TSS 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, TSS shall store data received from Subscriber's system for one year. TSS shall have no liability for data corruption or inability to retrieve data even if caused by TSS'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 TSS and TSS has no responsibility for such access or IP address service. If system has remote access TSS is not responsible for the security or privacy of 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. TSS 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. If audio or video devices are installed, Subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. TSS has made no representations and has provided no advice regarding the use of audio or video devices, and it is Subscriber's sole responsibility to use the camera and audio devices lawfully.

LIMITED WARRANTY ON SALE

12. In the event that any part of the security equipment becomes defective, TSS agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. TSS 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. TSS is not the manufacturer of the equipment and other than TSS'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, TSS makes no express warranties as to any matter whatsoever, including, without limitation to, unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose and TSS shall not be liable for consequential damages. TSS 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. TSS expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. 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 TSS. Subscriber acknowledges that any affirmation of fact or promise made by TSS shall not be deemed to create an express warranty unless included in this agreement in writing: that Subscriber is not relying on TSS'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 TSS has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for TSS's breach of this agreement or negligence to any degree under this agreement is to require TSS to repair or replace, at TSS's option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 4(b)(ii) of this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, TSS will procure all permits required by local law and will provide a Certificate of Workman's Compensation prior to starting work.

GENERAL PROVISIONS

13. TESTING OF SECURITY SYSTEM: The parties hereto agree that the security equipment, 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 equipment and to notify TSS if any equipment is in need of repair. Service, if provided, is pursuant to paragraphs 4 and 7. TSS shall not be required to service the security equipment unless it has received notice from Subscriber, and upon such notice, TSS shall, during the warranty or repair service plan period, service the security equipment to the best of its ability within 72 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m. Subscriber agrees to test and inspect the security equipment and to advise TSS of any defect, error or omission in the security equipment. In the event Subscriber complies with the terms of this agreement and TSS fails to repair the security equipment within 72 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Subscriber agrees to send notice that the security equipment is in need of repair to TSS, in writing, by certified or registered mail, return receipt requested, and Subscriber shall not be responsible for payments due while the security equipment remains inoperable. In any

lawsuit between the parties in which the condition or operation of the security equipment is in issue, the Subscriber shall be precluded from raising the issue that the security equipment was not operating unless the Subscriber can produce a post office certified or registered receipt signed by TSS, evidencing that warranty service was requested by Subscriber.

14. 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 of 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 payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without TSS's written consent.

15. ALTERATION OF PREMISES FOR INSTALLATION: TSS is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in TSS's sole discretion for the installation and service of the security system, and TSS 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.

16. 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 TSS.

17. LIEN LAW: TSS or any subcontractor engaged by TSS 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.

18. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS: 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 TSS or TSS'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 TSS, which shall not unreasonably be withheld. TSS shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations herein upon such assignment.

19. EXCULPATORY CLAUSE: TSS and Subscriber agree that TSS is not an insurer and no insurance coverage is offered herein. The security system, equipment, and TSS's services are designed to detect and reduce certain risks of loss, though TSS does not guarantee that no loss or damage will occur. TSS is not assuming liability, and, therefore, shall not be liable to Subscriber or any other third party for any loss, economic or non-economic, business loss or interruption, consequential damages, in contract or tort, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber or others as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by TSS's breach of contract, 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, except for gross negligence and willful misconduct. Subscriber releases TSS from any claims for contribution, indemnity or subrogation. TSS will be responsible for damage caused directly by its negligence to property, while installing the equipment, only while TSS is on the property.

20. INSURANCE / ALLOCATION OF RISK: Subscriber shall maintain a policy of Comprehensive General Liability and Property Insurance for liability, casualty, fire, theft, and property damage under which Subscriber is named as insured. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment, system or TSS's services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. TSS shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against TSS and its subcontractors for loss or damages caused by perils intended to be detected by TSS's services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.

21. LIMITATION OF LIABILITY: SUBSCRIBER AGREES THAT, EXCEPT FOR TSS'S GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, SHOULD THERE ARISE ANY LIABILITY ON THE PART OF TSS AS A RESULT OF TSS'S BREACH OF THIS CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF TSS'S OBLIGATIONS PURSUANT TO THIS AGREEMENT OR ANY OTHER LEGAL DUTY, EQUIPMENT FAILURE, HUMAN ERROR, OR STRICT PRODUCTS LIABILITY, WHETHER ECONOMIC OR NON-ECONOMIC, IN CONTRACT OR IN TORT, THAT TSS'S LIABILITY SHALL BE LIMITED TO THE SUM OF \$250.00 OR 6 TIMES THE MONTHLY PAYMENT FOR SERVICES BEING PROVIDED AT TIME OF LOSS, WHICHEVER IS GREATER. IF SUBSCRIBER WISHES TO INCREASE TSS'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 TSS'S INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE AND NOTWITHSTANDING THE FOREGOING, TSS'S LIABILITY SHALL NOT EXCEED ITS AVAILABLE INSURANCE COVERAGE.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXCULPATORY CLAUSE, INDEMNITY, INSURANCE, ALLOCATION OF RISK AND LIMITATION OF LIABILITY PROVISIONS. TSS WILL BE LIABLE FOR DAMAGE THEY MAY CAUSE WHILE ON THE PREMISES, BUT NOT FOR ALARM EQUIPMENT OR SERVICE FAILURE.

22. LEGAL ACTION / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION: The parties agree that due to the nature of the services to be provided by TSS, the payments to be made by the Subscriber for the term of this agreement form an integral part of TSS's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix TSS's actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to TSS, Subscriber shall be immediately liable for any unpaid installation and invoiced charges plus 80% of the balance of all payments for the entire term of this agreement as LIQUIDATED DAMAGES and TSS 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.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE.

The prevailing party in any litigation or arbitration is entitled to recover its legal fees from the other party. In any action commenced by TSS against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. SUBSCRIBER MAY BRING CLAIMS AGAINST TSS ONLY IN SUBSCRIBER'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. 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 BINDING AND FINAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICES INC., ITS SUCCESSORS OR ASSIGNS, PURSUANT TO ITS ARBITRATION RULES AT WWW.ARBTRATIONSERVICESINC.COM AND THE FEDERAL ARBITRATION ACT, EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED. The arbitrator shall be bound by the terms of this agreement, and shall on request of a party, conduct proceedings by telephone, video, submission of papers or in-person hearing. By agreeing to this arbitration provision the parties are waiving their right to a trial before a judge or jury, waiving their right to appeal the arbitration award and waiving their right to participate in a class action. 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 designated in this agreement, on file with an agency of the state, or any other address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of New York, except for arbitration which is governed by the FAA and the arbitration rules and agree that any litigation or arbitration between the parties shall be commenced and maintained in the county where TSS's principal place of business is located or Nassau County, New York. The parties waive trial by jury in any action between them unless prohibited by law. Any action between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings by either party must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against TSS 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.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE DISPUTES AND THAT ARBITRATION IS BINDING AND FINAL AND THAT SUBSCRIBER IS WAIVING SUBSCRIBER'S RIGHT TO TRIAL IN A COURT OF LAW AND OTHER RIGHTS.

23. TSS'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that TSS is authorized and permitted to subcontract any services to be provided by TSS to third parties who may be independent of TSS, and that TSS 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. Subscriber appoints TSS to act as Subscriber's agent with respect to such third parties, except that TSS shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to TSS'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 assignees, subcontractors, manufacturers, vendors and Monitoring Center of TSS.

24. 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 TSS assigned by TSS to perform any service for or on behalf of Subscriber for a period of two years after TSS has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, TSS shall recover from Subscriber an amount equal to such employee's salary based on the average three months preceding employee's termination of employment with TSS, times twelve, together with TSS's counsel and expert witness fees.

25. FALSE ALARMS / PERMIT FEES / WITNESS 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 TSS for any fees or fines relating to permits or false alarms. TSS shall have no liability for permit fees, false alarms, false alarm fines, the manner in which police or fire department responds, or the refusal of the police or fire department to respond. In the event of termination of police or fire department response this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. In the event Subscriber or any third party subpoenas or summons TSS requiring any services or appearances, Subscriber agrees to pay TSS \$150 per hour for such services and appearances. Subscriber shall reimburse TSS for any Monitoring Center charges for excessive, run-a-way or false alarm signals.

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

30. CREDIT INVESTIGATION: Subscriber and any guarantor authorize TSS to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.

27. FULL AGREEMENT / SEVERABILITY: This agreement along with the Schedule of Equipment and Services constitute the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. 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 extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

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

TELSTAR SECURITY SYSTEMS, INC.:

By: _____

Signature

SUBSCRIBER:

Subscriber: Signature by Authorized Officer

Title of Person Signing

Print Name of Subscriber

Subscriber's Email Address: _____

Tax ID or EIN

The undersigned personally guarantees Subscriber's performance of this agreement and agrees to be bound by all terms as a party herein.

Signature (Name Must Be Printed Below) SS#

Print Name

Residence Address

TELSTAR SECURITY SYSTEMS, INC.
10 Shore Road
Glen Cove, New York 11542
(516) 676-7700

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STANDARD COMMERCIAL SECURITY AGREEMENT

Date: 1/02/2024

Subscriber's Name: Glen Cove Golf Clubhouse

Telephone No.: 516-676-0550

Address: 109 Lattingtown Road, Glen Cove NY 11542

Cell Phone No.: _____

1. TELSTAR SECURITY SYSTEMS, INC. (hereinafter referred to as "TSS" 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 attached Proposal of Equipment and Services.

2. DESCRIPTION OF EQUIPMENT AND SERVICES:

Check Services Provided:

- ☒ Monitoring Center Services ☐ Repair Service ☐ Inspection ☐ Remote Subscriber Access ☐ Cameras ☐ Access Control
☐ Access Control Administration ☐ Alarm Signal Verification ☐ Guard Response ☐ Self-Monitoring ☐ Cyber Security: Compliant Encryption
☐ Other: (See Attached Schedule of Equipment and Services.)

3. **PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF TSS / TITLE TO EQUIPMENT:** Provided Subscriber performs this agreement for the full term, upon termination TSS 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 TSS is the intellectual property of TSS 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. Upon installation the Equipment shall be deemed Subscriber's 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 TSS. TSS's signs and decals remain the property of TSS and must be removed upon termination of this agreement.

4. CHECK BOX FOR APPROPRIATE SERVICES: Only services selected are included:

SERVICES AND RECURRING CHARGES: All charges are billed in advance and are plus tax, if applicable [select one option]:
Billing shall be: ☐ Monthly ☒ Quarter Annually ☐ Semi-Annually ☐ Annually

(a) **MONITORING CENTER CHARGES:** Subscriber agrees to pay TSS:

☐ (i) The sum of \$ _____, payable in advance for the installation and programming of the communication software and communication devices if separate from the alarm panel if not already installed.

☒ (ii) The sum of \$ 38.00 per month for the monitoring of the Security System for the term of this agreement.

(b) **SERVICE (Select i or ii)**

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

☐ (ii) Subscriber agrees to pay TSS for a Repair Service Plan for the security equipment the sum of \$ _____ per month for the term of this agreement.

☐ (c) **INSPECTION AND TESTING:** Subscriber agrees to pay TSS \$ _____ per month for the term of this agreement for inspection service. If this option is selected TSS will make _____ inspection(s) per year. Unless otherwise noted in the Schedule of Equipment and Services inspection service includes testing of all accessible components to insure proper working order. If the system is UL Certified, the inspection will comply with UL requirements. TSS will notify Subscriber 3 days in advance of inspection date. It is Subscriber's responsibility to reschedule or permit access. Testing at inspection tests only that components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair. If sprinkler alarm or other device monitoring water flow is inspected the inspection does not include inspection or testing of sufficiency of water supply, for which TSS has no responsibility or liability.

☐ (d) **ALARM SIGNAL VERIFICATION:** Subscriber agrees to pay TSS the sum of \$ _____ per month for the term of this agreement. If Subscriber selects Alarm Signal Verification as a service to be provided, or if Alarm Signal Verification is required by law, TSS or its designated Monitoring Center shall verify the alarm signal by electronic telephone communication, video verification or such other verification system deemed appropriate by TSS or as required by local law and only verified alarm conditions shall be communicated to police or fire department.

☐ (e) **REMOTE SUBSCRIBER ACCESS / VIDEO STREAMING DATA [VSD] / CCTV / AUDIO / SELF-MONITORING:** Subscriber agrees to pay TSS the sum of \$ _____ per month for the term of this agreement. Select remote access / video / audio services to be provided:

- ☐ Access Control ☐ Recording Device ☐ Monitoring Center Remote Video / Audio Monitoring for Live Streaming
☐ Video Clips Monitored Upon Alarm Activation Only ☐ Verification Recorded Video Clips ☐ Cloud Service Data Storage and Retrieval
☐ Remote Access By Subscriber ☐ Video Data to Subscriber's Smart Phone ☐ Self-Monitoring ☐ Audio ☐ Other (describe): _____

☐ (f) **ACCESS CONTROL ADMINISTRATION SERVICES:** Subscriber agrees to pay TSS the sum of \$ _____ per month for the term of this agreement. Select Access Control Administration services to be provided:

- ☐ Remote Access Administration ☐ On-Site Administration ☐ Data Storage ☐ Data Backup

☐ (g) **GUARD RESPONSE:** Subscriber agrees to pay TSS the sum of (select payment method) \$ _____ per month for the term of this agreement (or \$ _____ plus tax payable per guard response).

☐ (h) **SELF-MONITORING:** Subscriber agrees to pay TSS the sum of \$ _____ per month for the term of this agreement, for self-monitoring services. Self-Monitoring is provided by third party vendors who facilitate signals and data from Subscriber's alarm system to Subscriber's Internet or Cellular connected device. Unless Subscriber has selected Monitoring Center Services, signals from Subscriber's security system will not be monitored by and no signals will be received by any professional Monitoring Center.

☐ (i) **CYBER SECURITY: COMPLIANT ENCRYPTION:** Subscriber agrees to pay TSS the sum of \$ _____ per month for the term of this agreement for cyber security encryption services as specified in the Schedule of Equipment and Services. Cyber security compliance and conformance programs include guidelines in Underwriters Laboratory (UL), 2090 Cybersecurity Assurance Program or the National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF). Encryption services are currently available for installation, inspection and monitoring of Camera and Access Control equipment which meets Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology [NIST], UL or any other established criteria for encryption.

☐ **IN LIEU OF SEPARATE RECURRING CHARGES IN PARAGRAPHS 4(a)-(i) ABOVE, SUBSCRIBER SHALL PAY \$ _____ PER MONTH WHICH INCLUDES ALL THE CHECKED SERVICES IN PARAGRAPHS 4(a)-(i).**

5. **TERM OF AGREEMENT / RENEWAL:** The term of this agreement shall be for a period of ten years and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other 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 TSS shall be permitted from time to time to increase all charges by an amount not to exceed three percent each year and Subscriber agrees to pay such increase. TSS may invoice Subscriber in advance monthly, quarterly, or annually at TSS's option. Unless otherwise specified herein, all recurring charges for 4(a)-(i) services shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month.

6. **MONITORING CENTER SERVICES:** Upon receipt of an alarm signal, video or audio transmission, from Subscriber's security system, TSS or its designee Monitoring Center shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department [First Responders] depending upon the type of signal received. Not all signals or transmissions will require notification to the authorities and Subscriber may obtain a written response policy from TSS. 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 TSS or TSS's designee Monitoring Center and TSS 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 and transmissions are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication, and pass through communication networks wholly beyond the control of TSS and are not maintained by TSS except TSS may own the radio network, and TSS shall not be responsible for any failure which prevents transmission signals from reaching the 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 TSS 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, TSS 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 TSS's notification obligation. All changes and revisions shall be supplied to TSS in writing. Subscriber authorizes TSS to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting Monitoring Center to monitor video or sound then upon receipt of an alarm signal, Monitoring Center shall monitor video or sound for so long as Monitoring Center, in its sole discretion, deems appropriate to confirm an alarm or emergency condition. If Subscriber requests TSS to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay TSS \$90.00 for each such service. TSS may, without prior notice, suspend or terminate its services, in TSS's sole discretion, in event of Subscriber's default in performance of this agreement or in event Monitoring Center facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms or runaway signals. Monitoring Center 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 TSS.

7. REPAIR SERVICE: Repair service pursuant to paragraph 4(b)(ii), includes all parts and labor, and TSS 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 of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, water, insects, vermin, 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 payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without TSS'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 TSS, the equipment will transmit data via Subscriber's high speed Internet, cellular or radio communication service from remote device supplied by TSS or Subscriber's Internet or wireless connection device which is compatible with TSS's remote services. TSS 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 or, when system design permits, connect the system to the Internet, over which TSS has no control. The remote services server is provided either by TSS or a third party. TSS shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. TSS shall have no responsibility for failure of data transmission, corruption or unauthorized access by hacking or otherwise and shall not monitor or view the camera data. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology (NIST) or any other established criteria for encryption and TSS shall have no liability for access to the alarm system by others.

9. WIRELESS AND INTERNET ACCESS CAPABILITIES: Subscriber is responsible for supplying high-speed Internet access and/or wireless services at Subscriber's premises. TSS 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, TSS will authorize Subscriber access. TSS 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 TSS shall have no liability for such third party unauthorized access. TSS 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. TSS 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. If Subscriber is Self-Monitoring, no signals will be received unless Subscriber has access to the selected mode of communication pathway such as cellular, radio or Internet service.

10. ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS / ACCESS CONTROL ADMINISTRATION: If Access Control is 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 a selected service TSS or its designee shall store and/or backup data received from Subscriber's system for a period of one year. TSS shall have no liability for data corruption or inability to retrieve data even if caused by TSS'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 TSS and TSS has no responsibility for such access or IP address service. TSS 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. If Access Control Administration is selected as a service to be provided TSS will maintain the data base for the operation of the Access Control System. Subscriber will advise TSS of all change in personnel and/or changes in 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 TSS regarding personnel access must be in writing via email or fax to addresses designated by TSS. TSS 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.

11. AUDIO / VIDEO SYSTEM OPERATION AND LIMITATIONS: If Audio / Video System is selected as a service to be provided and included in the Schedule of Equipment and Services, and if video equipment is attached to a recorder, it shall not be used for any other purpose. TSS 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, TSS shall store data received from Subscriber's system for one year. TSS shall have no liability for data corruption or inability to retrieve data even if caused by TSS'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 TSS and TSS has no responsibility for such access or IP address service. If system has remote access TSS is not responsible for the security or privacy of 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. TSS 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. If audio or video devices are installed, Subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. TSS has made no representations and has provided no advice regarding the use of audio or video devices, and it is Subscriber's sole responsibility to use the camera and audio devices lawfully.

LIMITED WARRANTY ON SALE

12. In the event that any part of the security equipment becomes defective, TSS agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. TSS 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. TSS is not the manufacturer of the equipment and other than TSS'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, TSS makes no express warranties as to any matter whatsoever, including, without limitation to, unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose and TSS shall not be liable for consequential damages. TSS 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. TSS expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. 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 TSS. Subscriber acknowledges that any affirmation of fact or promise made by TSS shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on TSS'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 TSS has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for TSS's breach of this agreement or negligence to any degree under this agreement is to require TSS to repair or replace, at TSS's option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 4(b)(ii) of this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, TSS will procure all permits required by local law and will provide a Certificate of Workman's Compensation prior to starting work.

GENERAL PROVISIONS

13. TESTING OF SECURITY SYSTEM: The parties hereto agree that the security equipment, 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 equipment and to notify TSS if any equipment is in need of repair. Service, if provided, is pursuant to paragraphs 4 and 7. TSS shall not be required to service the security equipment unless it has received notice from Subscriber, and upon such notice, TSS shall, during the warranty or repair service plan period, service the security equipment to the best of its ability within 72 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m. Subscriber agrees to test and inspect the security equipment and to advise TSS of any defect, error or omission in the security equipment. In the event Subscriber complies with the terms of this agreement and TSS fails to repair the security equipment within 72 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Subscriber agrees to send notice that the security equipment is in need of repair to TSS, in writing, by certified or registered mail, return receipt requested, and Subscriber shall not be responsible for payments due while the security equipment remains inoperable. In any

lawsuit between the parties in which the condition or operation of the security equipment is in issue, the Subscriber shall be precluded from raising the issue that the security equipment was not operating unless the Subscriber can produce a post office certified or registered receipt signed by TSS, evidencing that warranty service was requested by Subscriber.

14. 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 of 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 payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without TSS's written consent.

15. ALTERATION OF PREMISES FOR INSTALLATION: TSS is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in TSS's sole discretion for the installation and service of the security system, and TSS 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.

16. 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 TSS.

17. LIEN LAW: TSS or any subcontractor engaged by TSS 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.

18. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS: 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 TSS or TSS'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 TSS, which shall not unreasonably be withheld. TSS shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations herein upon such assignment.

19. EXCULPATORY CLAUSE: TSS and Subscriber agree that TSS is not an insurer and no insurance coverage is offered herein. The security system, equipment, and TSS's services are designed to detect and reduce certain risks of loss, though TSS does not guarantee that no loss or damage will occur. TSS is not assuming liability, and, therefore, shall not be liable to Subscriber or any other third party for any loss, economic or non-economic, business loss or interruption, consequential damages, in contract or tort, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber or others as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by TSS's breach of contract, 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, except for gross negligence and willful misconduct. Subscriber releases TSS from any claims for contribution, indemnity or subrogation. TSS will be responsible for damage caused directly by its negligence to property, while installing the equipment, only while TSS is on the property.

20. INSURANCE / ALLOCATION OF RISK: Subscriber shall maintain a policy of Comprehensive General Liability and Property Insurance for liability, casualty, fire, theft, and property damage under which Subscriber is named as insured. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment, system or TSS's services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. TSS shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against TSS and its subcontractors for loss or damages caused by perils intended to be detected by TSS's services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.

21. LIMITATION OF LIABILITY: SUBSCRIBER AGREES THAT, EXCEPT FOR TSS'S GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, SHOULD THERE ARISE ANY LIABILITY ON THE PART OF TSS AS A RESULT OF TSS'S BREACH OF THIS CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF TSS'S OBLIGATIONS PURSUANT TO THIS AGREEMENT OR ANY OTHER LEGAL DUTY, EQUIPMENT FAILURE, HUMAN ERROR, OR STRICT PRODUCTS LIABILITY, WHETHER ECONOMIC OR NON-ECONOMIC, IN CONTRACT OR IN TORT, THAT TSS'S LIABILITY SHALL BE LIMITED TO THE SUM OF \$250.00 OR 6 TIMES THE MONTHLY PAYMENT FOR SERVICES BEING PROVIDED AT TIME OF LOSS, WHICHEVER IS GREATER. IF SUBSCRIBER WISHES TO INCREASE TSS'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 TSS'S INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE AND NOTWITHSTANDING THE FOREGOING, TSS'S LIABILITY SHALL NOT EXCEED ITS AVAILABLE INSURANCE COVERAGE.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXCULPATORY CLAUSE, INDEMNITY, INSURANCE, ALLOCATION OF RISK AND LIMITATION OF LIABILITY PROVISIONS. TSS WILL BE LIABLE FOR DAMAGE THEY MAY CAUSE WHILE ON THE PREMISES, BUT NOT FOR ALARM EQUIPMENT OR SERVICE FAILURE.

22. LEGAL ACTION / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION: The parties agree that due to the nature of the services to be provided by TSS, the payments to be made by the Subscriber for the term of this agreement form an integral part of TSS's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix TSS's actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to TSS, Subscriber shall be immediately liable for any unpaid installation and invoiced charges plus 80% of the balance of all payments for the entire term of this agreement as LIQUIDATED DAMAGES and TSS shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to reformat or delete any programming without relieving Subscriber of any obligation herein.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE.

The prevailing party in any litigation or arbitration is entitled to recover its legal fees from the other party. In any action commenced by TSS against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. SUBSCRIBER MAY BRING CLAIMS AGAINST TSS ONLY IN SUBSCRIBER'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. 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 BINDING AND FINAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICES INC., ITS SUCCESSORS OR ASSIGNS, PURSUANT TO ITS ARBITRATION RULES AT WWW.ARBTRATIONSERVICESINC.COM AND THE FEDERAL ARBITRATION ACT, EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED. The arbitrator shall be bound by the terms of this agreement, and shall on request of a party, conduct proceedings by telephone, video, submission of papers or in-person hearing. By agreeing to this arbitration provision the parties are waiving their right to a trial before a judge or jury, waiving their right to appeal the arbitration award and waiving their right to participate in a class action. 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 designated in this agreement, on file with an agency of the state, or any other address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of New York, except for arbitration which is governed by the FAA and the arbitration rules and agree that any litigation or arbitration between the parties shall be commenced and maintained in the county where TSS's principal place of business is located or Nassau County, New York. The parties waive trial by jury in any action between them unless prohibited by law. Any action between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings by either party must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against TSS 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.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE DISPUTES AND THAT ARBITRATION IS BINDING AND FINAL AND THAT SUBSCRIBER IS WAIVING SUBSCRIBER'S RIGHT TO TRIAL IN A COURT OF LAW AND OTHER RIGHTS.

23. TSS'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that TSS is authorized and permitted to subcontract any services to be provided by TSS to third parties who may be independent of TSS, and that TSS 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. Subscriber appoints TSS to act as Subscriber's agent with respect to such third parties, except that TSS shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to TSS'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 assignees, subcontractors, manufacturers, vendors and Monitoring Center of TSS.

24. 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 TSS assigned by TSS to perform any service for or on behalf of Subscriber for a period of two years after TSS has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, TSS shall recover from Subscriber an amount equal to such employee's salary based on the average three months preceding employee's termination of employment with TSS, times twelve, together with TSS's counsel and expert witness fees.

25. FALSE ALARMS / PERMIT FEES / WITNESS 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 TSS for any fees or fines relating to permits or false alarms. TSS shall have no liability for permit fees, false alarms, false alarm fines, the manner in which police or fire department responds, or the refusal of the police or fire department to respond. In the event of termination of police or fire department response this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. In the event Subscriber or any third party subpoenas or summons TSS requiring any services or appearances, Subscriber agrees to pay TSS \$150 per hour for such services and appearances. Subscriber shall reimburse TSS for any Monitoring Center charges for excessive, run-a-way or false alarm signals.

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

30. CREDIT INVESTIGATION: Subscriber and any guarantor authorize TSS to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.

27. FULL AGREEMENT / SEVERABILITY: This agreement along with the Schedule of Equipment and Services constitute the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. 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 extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

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

TELSTAR SECURITY SYSTEMS, INC.:

By: _____

Signature

SUBSCRIBER:

Subscriber: Signature by Authorized Officer _____

Title of Person Signing _____

Print Name of Subscriber _____

Subscriber's Email Address: _____

Tax ID or EIN _____

The undersigned personally guarantees Subscriber's performance of this agreement and agrees to be bound by all terms as a party herein.

Signature (Name Must Be Printed Below) SS# _____

Print Name _____

Residence Address _____

66

TELSTAR SECURITY SYSTEMS, INC.
10 Shore Road
Glen Cove, New York 11542
(516) 676-7700

STANDARD FIRE ALARM AGREEMENT

Subscriber's Name: Glen Cove Golf Clubhouse

Telephone No.: 516-676-0550

Address: 109 Lattingtown Road, Glen Cove NY 11542

Email: _____

Cell Phone No.: _____

SALE AND INSTALLATION

TELSTAR SECURITY SYSTEMS, INC. (hereinafter referred to as "TSS" or "ALARM COMPANY") agrees to sell, install, and instruct Subscriber in the proper use of the Fire Alarm Equipment or System, at Subscriber's premises, and Subscriber agrees to buy, such system in accordance with this agreement, consisting of the following equipment: See attached Schedule of Equipment and Services for included equipment, sale and installation charges. Passcode to software remains the property of TSS. Software programmed by TSS is the intellectual property of TSS 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. TSS' signs and decals remain the property of TSS and must be removed upon termination of this agreement.

☐ Check if Communication System, consisting of software, radio, cellular or communication connective devices, remains the property of TSS.

☒ Check if Fire Alarm System to Code:

Initial here GC if fire alarm system is to be installed pursuant to filed plans and specifications filed by Nassau County Fire Marshal
filed with and approved by Authority Having Jurisdiction [AHJ].

☐ Check if system includes Area of Refuge two way communication system. If this service is included TSS will install, pursuant to filed and approved plans and specification with the Building Department, AHJ requirements for a two-way communication system which shall have a timed automatic telephone dial-out capability to a monitoring location or 911. The two-way communication system shall include both audible and visible signals unless otherwise directed by the AHJ. All references to the fire alarm system in this agreement shall include the Area of Refuge system.

☐ Check if system includes In-Building Wireless Communications Systems for Emergency Responders, Signal Boosters and Bi-Directional Amplifiers (BDA), which systems require testing and service. See Schedule of Equipment and Services to determine if this service includes wireless system design, surveys, radio equipment installation, testing, coordination and permits with AHJ. All references to the fire alarm system in this agreement shall include the In-Building Wireless Communications Systems for Emergency Responders.

NOTICE: Unless a Fire Alarm System to Code is selected to be installed, TSS makes no representation that the fire alarm detection equipment meets local code, fire department or any Authority Having Jurisdiction [AHJ] requirements, and it is not TSS' responsibility to apply for any permits or fees in connection with such equipment. The law requires and TSS recommends that Subscriber install a Fire Alarm System to code with plans and specifications filed with AHJ, properly permitted, inspected and approved by AHJ. Subscriber represents that existing fire alarm system is approved by AHJ and that any repairs or replacement parts installed by TSS are not additional equipment which would require AHJ approval. TSS may in its sole discretion notify AHJ if TSS' services are to be terminated or have terminated or that the fire alarm system is not functioning and TSS is unable to provide monitoring or the fire alarm system is otherwise non-compliant with applicable fire codes.

CHECK BOX FOR APPROPRIATE SERVICES: Only services selected are included:

SERVICES AND RECURRING CHARGES: All charges are billed in advance and are plus tax, if applicable [select one option]:

Billing shall be: ☐ Monthly ☒ Quarterly ☐ Semi-Annually ☐ Annually

☒ 1. MONITORING CHARGES:

Subscriber agrees to pay TSS the sum of \$60.00 per month for the monitoring of the FIRE ALARM system for the term of this agreement

2. SERVICE CHARGES: (Select a or b)

☒ (a) Subscriber agrees to pay TSS on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay TSS for all parts and labor at the time of service. Subscriber to initial for per call service option: _____

☐ (b) REPAIR SERVICE PLAN: Subscriber agrees to pay TSS the sum of \$_____ per month, for the term of this agreement for labor and material to service the fire alarm system for damage caused by ordinary wear and tear. Batteries, electrical surges, lightning damage, water, insects, vermin, 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 the Repair Service Plan and will be repaired or replaced at Subscriber's expense payable at time of service.

☐ 3. INSPECTIONS: SYSTEMS TO BE INSPECTED: ☐ Fire Alarm ☐ Area of Refuge ☐ In-Building Wireless Communication. Subscriber agrees to pay TSS yearly, for annual fire alarm system inspection service. If this option is selected TSS will make _____ inspection(s) of the fire alarm system per year. Any additional inspections required by Authority Having Jurisdiction (AHJ) will be charged at \$125.00 per hour which Subscriber agrees to pay. Unless otherwise noted in the Schedule of Equipment and Services inspection will be performed to meet the minimum requirements of the applicable code or AHJ. TSS will notify Subscriber 3 days in advance of inspection date, and it is Subscriber's responsibility to reschedule or permit access. Testing at inspection tests only that accessible components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair. If sprinkler alarm or other device monitoring water flow is inspected, the inspection does not include inspection or testing of sufficiency of water supply, for which TSS has no responsibility or liability.

☐ 4. MONITORING CENTER CERTIFICATE: Subscriber agrees to pay TSS the sum of \$_____ per month for the term of this agreement, for an Underwriters Laboratories Inc. (UL) Fire Alarm Certificate service. If this option is selected TSS will issue a UL Certificate for the fire alarm system. Subscriber acknowledges that UL is a separate AHJ that may want to inspect the fire alarm system. UL or the Local AHJ can require changes to the fire alarm system to keep the Certificate in force. Subscriber agrees to pay TSS for any inspections or required changes at TSS' then prevailing rates.

☐ 5. RUNNER SERVICE: Subscriber agrees to pay TSS the sum of \$_____ per month for the term of this agreement, for UL Runner Response Service for up to _____ Runs per year. If this option is selected TSS' Runner upon notification from Monitoring Center of any alarm, supervisory or trouble signals, to the best of TSS' ability will respond to Subscriber's location within 1 hour for alarm and supervisory signals and 4 hours for trouble signals. Subscriber agrees to issue TSS 2 sets of all keys necessary for TSS to enter into all locked areas of Subscriber's location. Subscriber agrees to pay TSS for any additional Runs at TSS' then prevailing labor rate. Subscriber acknowledges that Runner Service is for response only and does not cover any work or repairs once TSS is on site.

☐ IN LIEU OF SEPARATE RECURRING CHARGES IN PARAGRAPHS 1-5 ABOVE, SUBSCRIBER SHALL PAY \$_____ PER MONTH WHICH INCLUDES ALL THE CHECKED SERVICES IN PARAGRAPHS 1-5.

6. MONITORING SERVICES PROVIDED: Upon receipt of a fire alarm signal from Subscriber's fire alarm system, TSS or its designee Monitoring Center shall make every reasonable effort to notify Subscriber and the appropriate municipal fire department and comply with AHJ dispatch procedures. Only Subscriber will be notified of fire trouble, fire supervisory or other off normal signals as soon as may be practical. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to fire departments are not monitored by personnel of TSS or its Monitoring Center and TSS 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, Managed Facilities Voice Networks, VOIP, or other modes of communication pass through communication networks wholly beyond the control of TSS and are not maintained by TSS except TSS may own the radio network and TSS shall not be responsible for any failure which prevents transmission signals or data from reaching the Monitoring Center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the communication equipment. The fire alarm system and communication pathway may not function during a power failure or not maintain functionality for a 24 hour period as required by NFPA-72 for fire alarm systems and Subscriber is responsible for verifying operation of the communication pathway with the communications pathway provider. Subscriber agrees to furnish TSS with a written Call List of names and telephone numbers of persons Subscriber wishes to receive notification of fire alarm signals. Unless otherwise provided in the Call List TSS 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 TSS' notification obligation. All changes and revisions to the account information shall be supplied to TSS in writing. Subscriber authorizes TSS to access the control panel and/or communicator to input or delete data and programming. If Subscriber requests TSS to reprogram system functions remotely, Subscriber shall pay TSS \$120.00 for each such service, and any change in programming requires a full physical test of all fire alarm components pursuant to NFPA 72 and AHJ requirements which testing shall be at Subscriber's expense at TSS' customary charges. TSS may, without prior notice, suspend or terminate its services in event of Subscriber's default in performance of this agreement or in event Monitoring Center's facility or communication network is nonoperational or Subscriber's system is sending excessive false alarms. Monitoring Center is authorized to record and maintain all data, voice and alarm communications and shall be the exclusive owner of such property. If AHJ requires a technician to be sent to Subscriber's premises after a fire alarm is dispatched, or if Runner service exceeds maximum Runs per year, Subscriber agrees to pay \$225.00 per call.

7. TERM OF AGREEMENT / RENEWALS: The term of this agreement shall be for a period of ten years. This agreement shall renew month to month 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. Termination shall comply with local law. Unless otherwise specified herein, all recurring charges for 1-5 services shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month.

8. INCREASES OF MONTHLY CHARGE: After the expiration of one year from the date hereof TSS shall be permitted from time to time to increase the monthly charges by an

amount not to exceed three percent each year and Subscriber agrees to pay such increase as invoiced.

9. ALARM EQUIPMENT REMAINS PERSONAL PROPERTY: All equipment and material installed by TSS shall remain Subscriber's personal property and shall not be considered or deemed 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 TSS.

10. EQUIPMENT LIMITED WARRANTY: In the event that any part of the equipment becomes defective, TSS agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. TSS reserves the option to either replace or repair the 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. TSS' warranty does not include damage caused by electric, plumbing or construction, nor damage by lightning, electrical surge, or misuse. TSS is not the manufacturer of the equipment and other than TSS' 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, TSS makes no express warranties as to any matter whatsoever, including but not limited to, unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose, and TSS shall not be liable for consequential damages. TSS does not represent nor warrant that the equipment may not be compromised or circumvented, or that the system will prevent any loss by fire, smoke or water or otherwise; or that the system will in all cases provide the protection for which it is installed. TSS expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. 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 TSS. TSS shall not be liable for consequential damages. Subscriber acknowledges that any affirmation of fact or promise made by TSS shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on TSS' 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 TSS has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for TSS' breach of this agreement or negligence to any degree under this agreement is to require TSS to repair or replace, at TSS' option, any equipment which is non-operational. Some states do not allow the exclusion or limitation of consequential or incidental damages, or a limitation on the duration of implied warranties, so the above limitations or exclusions may not apply to you. The warranty gives you specific legal rights and you may also have other rights which may vary from state to state. Fire Alarms are required to be approved by AHJ and may require plans and specifications designed, signed and submitted by a licensed architect or professional engineer, which must be engaged by Subscriber. If TSS is installing a Fire Alarm System to code installation must be approved by the AHJ. This Limited Warranty is independent of and in addition to repair service contracted under paragraph 2b of this agreement.

11. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL: TSS shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or 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 TSS' negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of TSS, TSS shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber agrees to pay TSS the sum of \$1,000 per day for each business day the work is re-scheduled or delayed by Subscriber or others engaged by Subscriber through no fault of TSS on less than 24 hour notice to TSS. If installation is delayed for more than one year from date hereof through no fault of TSS, Subscriber agrees to pay an additional 5% of the contract Purchase Price upon installation. Subscriber assumes all risk of loss of material once delivered to the job site. TSS is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in TSS' sole discretion for the installation and service of the equipment, and TSS shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the equipment, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the equipment under the terms of this agreement.

12. REPAIR SERVICE: The parties agree that the equipment, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to notify TSS if any equipment is in need of repair. TSS shall not be required to service the equipment unless it has received notice from Subscriber, and upon such notice, TSS shall, during the warranty period or if service has been contracted under paragraph 2b of this agreement, service the equipment 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.

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

14. SUBSCRIBER RESPONSIBLE FOR FALSE ALARMS / PERMIT FEES / NON-SOLICITATION / ADDITIONAL COSTS / OTHER LICENSED TRADES / CO AND ECB VIOLATIONS / AND EXPERT WITNESS FEES: Subscriber is responsible for all alarm permits and permit fees, agrees to file for and maintain any permits required by applicable law and AHJ and indemnify or reimburse TSS for any fees or fines relating to permits, code compliance or false alarms. TSS shall have no liability for permit fees, false alarms, false alarm fines, fire response, any damage to personal or real property or personal injury caused by fire department response to alarm, whether false alarm or otherwise, or the refusal of the fire department to respond. In the event of termination of fire response by the fire department this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should TSS 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 TSS for such service or material. Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity any employee of TSS assigned by TSS to perform any service for or on behalf of Subscriber for a period of two years after TSS has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, TSS 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 TSS, times twelve, together with TSS' counsel and expert witness fees. Subscriber is responsible for engaging licensed trades to perform any work which TSS is not licensed to perform interconnecting the fire alarm to HVAC, elevators, appliances and other electronic and mechanical systems. It is Subscriber's responsibility to obtain a Certificate of Occupancy for the intended use of the premises affected by the fire alarm or obtain a Letter of No Objection from the AHJ if a Certificate of Occupancy is not available. It is Subscriber's sole responsibility to cure any building or Environmental Control Board violations. In the event Subscriber or any third party subpoenas or summons TSS requiring any services or appearances, Subscriber agrees to pay TSS \$150 per hour for such services and appearances. Subscriber shall reimburse TSS for any Monitoring Center charges for excessive signals.

15. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS: Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against TSS or TSS' 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 TSS, which shall not unreasonably be withheld. TSS shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations created herein upon such assignment.

16. EXCULPATORY CLAUSE: TSS and Subscriber agree that TSS is not an insurer and no insurance coverage is offered herein. The fire alarm and TSS' services are designed to detect and reduce certain risks of loss, though TSS does not guarantee that no loss or damage will occur. TSS is not assuming liability, and, therefore, shall not be liable to Subscriber or any other third party for any loss, economic or non-economic, business loss or interruption, consequential damages, in contract or tort, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber or others as a result of equipment failure, human error, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by TSS' breach of contract, 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, except for gross negligence and willful misconduct. Subscriber releases TSS from any claims for contribution, indemnity or subrogation. TSS will be responsible for damage caused directly by its negligence to property, while installing the equipment, only while TSS is on the property.

17. INSURANCE / ALLOCATION OF RISK: Subscriber shall maintain a policy of Comprehensive General Liability and Property Insurance for liability, casualty, fire, theft, and property damage under which Subscriber is named as insured. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment, system or TSS' services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. TSS shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against TSS and its subcontractors for loss or damages caused by perils intended to be detected by TSS' services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.

18. LIMITATION OF LIABILITY: SUBSCRIBER AGREES THAT, EXCEPT FOR TSS' GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, SHOULD THERE ARISE ANY LIABILITY ON THE PART OF TSS AS A RESULT OF TSS' BREACH OF CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF TSS' OBLIGATIONS PURSUANT TO THIS AGREEMENT OR ANY OTHER LEGAL DUTY, EQUIPMENT FAILURE, HUMAN ERROR, OR STRICT PRODUCTS LIABILITY, WHETHER ECONOMIC OR NON-ECONOMIC, IN CONTRACT OR IN TORT, THAT TSS' LIABILITY SHALL BE LIMITED TO THE SUM OF \$250.00 OR 6 TIMES THE MONTHLY PAYMENT FOR SERVICES BEING PROVIDED AT TIME OF LOSS, WHICHEVER IS GREATER. IF SUBSCRIBER WISHES TO INCREASE TSS' 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 TSS' INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE AND NOTWITHSTANDING THE FOREGOING, TSS' LIABILITY SHALL NOT EXCEED ITS AVAILABLE INSURANCE COVERAGE.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXCULPATORY CLAUSE, INDEMNITY, INSURANCE, ALLOCATION OF RISK AND LIMITATION OF LIABILITY PROVISIONS. TSS WILL BE LIABLE FOR DAMAGE THEY MAY CAUSE WHILE ON THE PREMISES, BUT NOT FOR ALARM EQUIPMENT OR SERVICE FAILURE.

19. LEGAL ACTION / ARBITRATION / SECURITY INTEREST / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION: The parties agree that due to the nature of the services to be provided by TSS, the payments to be made by the Subscriber for the term of this agreement form an integral part of TSS' anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix TSS' actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to TSS, Subscriber shall be immediately liable for any unpaid installation and invoiced charges plus 80% of the balance of all payments for the entire term of this agreement as LIQUIDATED DAMAGES.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE.

Additionally, in the event TSS retained ownership of the communication system and Subscriber breaches this agreement TSS may, at its option, either remove its Communication System or deem same sold to Subscriber for 80% the amount specified as the agreed value of the communication system. TSS may, without prior notice, suspend or terminate its services in event of Subscriber's default in performance of this agreement and shall be permitted to terminate all its services under this agreement and deactivate the System without relieving Subscriber of any obligation herein and may notify AHJ of termination. All actions or proceedings by either party must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against TSS in respect to 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 prevailing party in any litigation or arbitration is entitled to recover its legal fees from the other party. The parties waive trial by jury in any action between them unless prohibited by law. In any action commenced by TSS against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. SUBSCRIBER MAY BRING CLAIMS AGAINST TSS ONLY IN SUBSCRIBER'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. 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 BINDING AND FINAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICES INC., ITS SUCCESSORS OR ASSIGNS, UNDER ITS ARBITRATION RULES AT WWW.ARBTRATIONSERVICESINC.COM AND THE FEDERAL ARBITRATION ACT, EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED. The arbitrator shall be bound by the terms of this agreement, and shall on request of a party, conduct proceedings by telephone, video, submission of papers or in-person hearing. By agreeing to this arbitration provision the parties are waiving their right to a trial before a judge or jury, waiving their right to appeal the arbitration award and waiving their right to participate in a class action. Any action between the parties must be commenced within one year of the

accrual of the cause of action or shall be barred. 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 designated in this agreement, on file with an agency of the state, or any other address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of New York, except for arbitration which is governed by the FAA and the arbitration rules and agree that any litigation or arbitration between the parties shall be commenced and maintained in the county where TSS' principal place of business is located or Nassau County, New York.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE DISPUTES AND THAT ARBITRATION IS BINDING AND FINAL AND THAT SUBSCRIBER IS WAIVING SUBSCRIBER'S RIGHT TO TRIAL IN A COURT OF LAW AND OTHER RIGHTS.

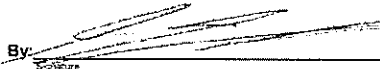
20. TSS' RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that TSS is authorized and permitted to subcontract any services to be provided by TSS to third parties who may be independent of TSS, and that TSS shall not be liable for any loss or damage sustained by Subscriber by reason of fire or any other cause whatsoever caused by the negligence of third parties and that Subscriber appoints TSS to act as Subscriber's agent with respect to such third parties, except that TSS shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to TSS' 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 assignees, subcontractors, manufacturers, vendors and Monitoring Center of TSS.

21. MOLD, OBSTACLES AND HAZARDOUS CONDITIONS / FIRE STOP BREACH: Subscriber shall notify TSS in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and Subscriber shall be responsible for removal of such conditions. In the event TSS discovers the presence of suspected asbestos or other hazardous material TSS shall stop all work immediately and notify Subscriber. It shall be Subscriber's sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed and Subscriber agrees to compensate TSS for any additional expenses caused by the delay but not less than \$1000.00 per day until work can resume. If TSS, in its sole discretion, determines that continuing the work poses a risk to TSS or its employees or agents, TSS may elect to terminate this agreement on 3-day notice to Subscriber and Subscriber shall compensate TSS for all services rendered and material provided to date of termination. TSS shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall TSS be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof. TSS shall have no liability for any breach of fire stops or for inspection or certification of integrity of fire stops in the premises.

22. 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. 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 extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION. READ THEM BEFORE YOU SIGN THIS AGREEMENT.

TELSTAR SECURITY SYSTEMS, INC.:

By: 

Dated: 1/02/2024

SUBSCRIBER:

Subscriber: Signature by Authorized Officer

Print Name

Tax ID or EIN Address

The undersigned personally guarantees Subscriber's performance of this agreement and agrees to be bound by all terms as a party herein.

Signature (Name must be printed below)

Social Security Number

Residence Address



City of Glen Cove
9 Glen Street
Glen Cove, NY 11542

BUDGET TRANSFER F

65

DEPARTMENT: EMS / AMBULANCE CORP

BUDGET YEAR: 2023

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A4540-55485	EMS WEEK		\$3,000
A4540-52230	EQUIPMENT REPLACEMENT	\$3,000	
A4540-55485	EMS WEEK		\$1,500
A4540-55855	UNIFORM	\$1,500	

Reason for Transfer:

EMS WEEK TO EQUIPMENT REPLACEMENT: O2 BAG, TRAUMA BAG, & LUCAS CASE REPLACEMENT

EMS WEEK TO UNIFORMS: UNIFORMS NEEDED

Department Head Signature:

R. DeLuca

Date: 12/22/2023

City Controller Approval:

William J. DeLuca

Date: 12/22/23

City Council Approval – Resolution Number:

Date:



City of Glen Cove
9 Glen Street
Glen Cove, NY 11542

BUDGET AMENDMENT FORM

DEPARTMENT: Senior Center

BUDGET YEAR 2024

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
A7030-42060	Title IIIB Transportation	\$278.00	
A7030-43802	Title IIIC Nutrition	\$12,080.00	
A7030-54310	Food		\$12,080.00
A7030-55420	R & M		\$278.00

Reason for Amendment:

To accept additional funding for 2024 Title III from Nassau County Office for the Aging,
to cover increase in Food and Transportation costs.

Department Head Signature:

Digitaly signed by Christina Rice
DN: cn=Christina Rice, o=City of Glen Cove, ou=Senior
Center, email=christina.rice@cityofglen Cove.gov, c=US
Date: 2023.12.15 16:35:02 -0500

Date: 12.15.23

City Controller Approval:

Date: 12/27/23

City Council Approval – Resolution Number: _____

Date: _____



City of Glen Cove
9 Glen Street
Glen Cove, NY 11542

BUDGET TRANSFER FORM

GCF-1 (8/19)

DEPARTMENT: Fire

BUDGET YEAR: 2023

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A3410-55442	Training	—	10,000 ⁰⁰ / _{FF}
A3410-52230	Equipment Replacement	8,000 ⁰⁰ / _{FF}	—
A3410-55855	Un. Forms	2,000 ⁰⁰ / _{FF}	—

Reason for Transfer: TO purchase Equipment Badly needed.

Department Head Signature: _____

Date: 12/26/2023

City Controller Approval: _____

Date: 12/26/23

City Council Approval – Resolution Number: _____

Date: _____