



Street Smart Rentals, LLC  
6811 137th Ave NE  
Columbus, MN 55025

**PREPARED FOR**

Trisha Wentzel  
Columbus Police Dept  
Assistant Director (Fiscal)  
tlwentzel@columbus.gov

# Rental Contract

## SCT Rental\_6mthEx2024 - CPD\_270372

**Contract #** 270372

**Date** 4/15/2024

**Est. Rental Term** (6) - Full month Term(s)

**Est. Contract Date** 5/1/2024 - 10/31/2024

**Rep Name** Dave Knutson

**Rep Phone** (651) 370-2114

**Rep Email** dknutson@streetsmartrental.com

**Billing Address**

Columbus Police Dept  
120 Marconi Boulevard  
Columbus, OH 43215

**Shipping/Pick Up Address**

Columbus Police Dept  
120 Marconi Boulevard  
Columbus, OH 43215

DESCRIPTION	QTY	INVOICE RATE	INVOICE TOTAL	CONTRACT TOTAL
Security Camera Trailer	25	\$1,275.00	\$31,875.00	\$191,250.00
Non IR Camera	25	\$0.00	\$0.00	\$0.00
Solar Light Tower: Large	7	\$1,275.00	\$8,925.00	\$53,550.00

Recurring Invoice Total\* \$40,800.00

Recurring Contract Total\* \$244,800.00

Est. One-Time Total\* \$0.00

Est. Freight Total\* \$0.00

Est. Contract Total\* \$244,800.00

**\*Totals do not include Tax.** Taxes are applied on invoices if your account is not exempt.

## Notes

Pricing and renting via MN State contract R-701 (5)  
Rental includes in QTY 25 Security Camera Trailers:  
Solar Trailer  
Cellular Service 10GBs per month. Overage is \$11 per GB over  
Axis Cameras  
Lead Acid Batteries  
Remote Battery Monitoring Services  
Software to View Camera 24/7  
Blue Strobe Light  
24/7 motion alerts  
Customer Support via Phone(Set-Up/Technical Questions, Etc.)  
Outbound Freight

7 Solar Powered Light Towers

### Prime Contractor/Owner Information

Please note the prime contractor, owner, and job location of the project that the equipment for whom the Equipment will be used.

**Prime**

wb1  
("apiName" "Contract\_Prime\_\_c" "textsize" "small")\

**Owner**

wb1  
("apiName" "Contract\_Owner\_\_c" "textsize" "small")\

**Job  
Location**

wb1  
("apiName" "Contract\_\_Job\_Location\_\_c" "textsize" "small")\

**PO  
Number**

wb1  
("apiName" "PO\_Number\_\_c" "textsize" "small")\

### Terms and Conditions

The undersigned represents and warrants s/he read the Terms and Conditions included and incorporated into this rental contract and is of legal age, competent and has the authority and power to sign this Contract and be legally bound by such Terms and Conditions, understanding that this Contract is valid and enforceable once executed by the Lessee below.

**Columbus  
Police Dept**

**Signature**

(sig\signature1 ("size" "medium")\  
c\visible=13

**Print Name**

yn1 ("size" "small")\

**Date**

yd1 ("size" "small")\

Find us online at <https://www.streetsmartrental.com/>  
Thank you fo your business!

## Street Smart - Mobile Camera Service Agreement

**Scope of Work** Company shall provide live or hosted video surveillance from cameras mounted on a mobile surveillance unit or on an existing structure. If the surveillance system is equipped with outputs (sirens, strobes, public address system), the Company may remotely activate the outputs in an attempt to deter unauthorized individuals. Authorized individuals should call, text, or email with the safe word to notify the monitoring center prior to entering the site during monitoring hours. When an authorized individual contacts the monitoring center to gain access to a site, live monitoring will cease for a specific duration requested by the authorized individual.

Client understands and agrees that the Company's services are not intended to provide, and should not be substituted for providing, fire detection or prevention, water detection or prevention, personal protection and/or safety, protection or monitoring to any persons or property on Client's property and that Company is not a guarantor of property or personal safety.

### **Monitoring Service**

**1. Video Monitoring** uses motion-based software analytics and/or hardware components to detect motion and generate an event escalation to Company's monitoring centers. In order for an event to be generated, the software motion analytic must detect five (5) consecutive seconds with motion in a five (5) second period of time. Hardware detection is limited by the manufacturer's specifications. Only one event will be generated in a one hundred and twenty (120) second period. Consecutive false events averaging more than five per hour, per camera are subject to being automatically paused until the next monitoring cycle begins.

**2. Client Monitoring** functions the same as it does with live video monitoring except Company would only be periodically monitoring the health of the components in the unit. Client would have access to monitor live and/or review archived video within fourteen (14) days.

**3. Other Monitoring Details** Default monitoring hours are 10:00 pm. to 5:00 am., Monday through Sunday. Solar units may be automatically shut down from 9am to 6pm local time. Please be advised the Company reserves the right to outsource a portion or all of its live video monitoring to third-party service providers which may include third-party service providers in locations outside the United States.

### **Other Fees**

**4.** Same site/on-site relocations or unit swaps per Client's request: are billable at \$250 per unit or component (including but not limited to camera, speaker, or siren). Client must provide at least five (5) business days' notice in order to schedule the relocation or swap. Relocations to a new site will be considered a new installation under a new service Agreement.

**5.** Maintenance/repairs for damages or surveillance system failure caused by the Client: including moving/obstructing solar panels or disconnecting electrical power, are billable at \$150 per hour plus materials at cost plus 10%. Site visits to clean cameras and solar panels due to the condition of the site are billable at \$150 per visit.

**6.** Monitoring in excess of the standard monitoring hours is billed at a minimum of \$75 per camera per month.

### **Pricing Conditions**

**7.** Sales, use, excise, or similar taxes are not included in quoted pricing. Applicable taxes will be calculated every billing cycle based on the location of Client's site.

**8.** The billing cycle begins on the installation date with the Initial Term commencing on the date of first invoice. Unless stated otherwise in the Service Order Form, each billing cycle consists of four (4) consecutive weeks whereby Client will be invoiced every four (4) weeks.

**9.** Additional equipment and/or services requested by Client will be bound to the Standard Terms and Conditions of this Agreement.

### **Pricing and Payment Terms**

**10.** Services Company shall submit invoices to Client each billing cycle. Unless stated otherwise in the Service Order Form, each billing cycle consists of four (4) consecutive weeks whereby Client will be invoiced every four (4) weeks. The billing cycle begins on the date of installation with the Initial Term commencing on the date of first invoice. Applicable sales, use, excise, or similar taxes will be calculated every billing cycle based on the location of the Client's site. The Company reserves the sole right to begin invoicing the Client one (1) week following the Company's site installation date when the installation is delayed due to the Client's missed deliverables.

**11. Payment of Invoices** Payments made by check should be mailed to the address on the invoice. Payments are due upon receipt of invoice unless specified on the Service Order Form. A service charge of \$25.00 will be applied to each returned check.

**12. ACH Payments** Client has the option to pay the obligations due hereunder by automatic debit to Client's checking account. By completing the required information, Client hereby authorizes Company to initiate debit or credit entries to the checking account chosen by Client for the purpose of satisfying the obligations due hereunder, inclusive of recurring fees, sales taxes, or other fees.

**13. Recurring Payments** If applicable, Client authorizes Company to charge recurring credit card payments for services provided by Company including adjustments, if necessary. A receipt for payment will be emailed to Client for the associated billing cycle. To cancel the recurring payment process, Client is required to contact Company at least thirty (30) days in advance with an alternate payment method.

**14. Price Changes** Materials, supplies, equipment, monthly fees or other fees may be subject to a minimum price increase of 3% each twelve (12) month period on the anniversary date following the effective date of the Agreement.

**15. Late Charges** The Company reserves the right to add a late charge of 1.5% per month, or the highest amount permitted by law if lower, on any account balance not paid in full when due. In the event Company initiates collection procedures to obtain payment of a delinquent account balance, Company shall be entitled to recover all costs of collection, including attorney's fees, court costs, disbursements, and other expenses. Company reserves the right to terminate this Agreement or any order, or to suspend its

performance, immediately and without prior notice, upon Client's failure to perform its obligations under this Agreement, including, without limitation, any failure to pay amounts due hereunder. (The Company defines thirty (30) days past due to be late, and sixty (60) days past due to be in suspended status). Company may also terminate this Agreement and retrieve its property if Client becomes the subject of a petition in bankruptcy, becomes insolvent or has a receiver appointed for any part of its business or property.

**16. Service Interruptions; Reconnection Charges** Client shall pay a reconnection charge if service is suspended or terminated due to client's failure to make timely payments of invoices or upon other Client default. Client shall not receive credit for interruptions in the operation of equipment or of service for less than 5 consecutive days (120 consecutive hours), regardless of the cause of such interruption. Any interruption credit shall be for the period of interruption exceeding 5 days (120 hours). Interruptions due to power, internet, Client's own activities or weather conditions (including solar) will not be credited.

**17. Prorating Services** THE BILLING CYCLE FOR SERVICES BEGINS ON THE DATE INSTALLATION AND UNLESS STATED OTHERWISE IN THE SERVICE ORDER FORM CONTINUES EVERY FOUR (4) CONSECUTIVE WEEKS. THE FINAL BILLING CYCLE WILL BE FOR A FULL BILLING CYCLE AND NOT PRORATED. NETWORK ADMIN CHARGE, PHYSICAL DAMAGE WAIVER AND ADDITIONAL MONITORING HOURS ARE NOT PRORATED IN THE FIRST BILLING CYCLE.

**18. Purchases** Unless otherwise stated, Company's sales prices for purchases of materials, supplies and equipment do not include sales, use, excise or similar taxes, all of which charges shall be paid by Client, unless Client provides Company with evidence of tax exemption satisfactory to the Company. All materials, supplies and equipment shall remain the property of the Company until receipt by the Company of full payment.

**19.** Notwithstanding anything herein to the contrary, Company shall have the right (in its sole discretion) to offset any rebate amount against any other amounts owed by Client to Company, including any invoiced amounts outstanding, instead of paying such rebate directly to Client.

#### **Duties of Client**

**20.** Client shall assess and determine their security and safety needs, the type and location of surveillance and surveillance equipment to include the placement of the solar-powered trailer and any power cord(s). Company shall not be responsible for such assessment and determination and makes no representation or warranty as to suitability or adequacy of Client's surveillance system, coverage or equipment, protection or results and all of which are the sole responsibility of Client. Client is responsible for identifying a location that will provide solar-powered trailers with access to a consistent, unobstructed view of the southern sky and, whenever possible, access to 110V AC electrical power.

**21.** Client shall obtain and keep in effect, at Client's sole expense, all permits or licenses that may be required for the installation and operation of the System.

**22.** Client shall be responsible for providing Company with a lift if surveillance equipment will be pole-mounted more than twelve (12) feet above the ground. Client shall be responsible for payment of all costs associated with the lift should the Company provide the lift to complete installation.

**23.** Client shall grant to Company and its personnel the continuing right to access the project site, including roof access, to perform its duties in this Agreement and authorizes Company, its agents and contractors to install, inspect, test, and repair all equipment, supplies and materials as and when necessary or appropriate, as determined by the Company.

**24.** Client shall keep Company advised of its daily and holiday opening and closing schedule, all persons authorized to enter premises during its closed hours as well as a call list of individuals designated to receive notice in the event of an alarm signal/visual detection from or at the site (Post Instructions). Client shall regularly maintain and update the Post Instructions. In the event of an alarm signal/visual detection, Company's sole obligation shall be to communicate to Client's representative, as identified in the Post Instructions, that an alarm signal/visual detection has been received. In the event Company cannot communicate with any of the representatives identified in the Post Instructions, Client agrees that Company's sole obligation shall be to leave a voicemail or other recorded message, if available. If Company determines that no voicemail or recording device is available, the sole obligation of Company shall be to substitute a voicemail message with an email or SMS text message in an attempt to notify the Client. Company reserves the right to substitute a voicemail message with an email or SMS text message in an attempt to notify the Client.

**25.** Client shall call (888) 653-6800 or send an email to support@streetsmartrental.com if the Client will be on the site during monitoring hours and give duration on the site. Once the Client notifies the Company, the Company will suspend monitoring until the end of the duration provided, or the next scheduled monitoring cycle, whichever comes first.

**26.** It is Client's duty to immediately and in writing notify Company of site changes that require changes in security equipment or scheduling. Client authorizes Company to make any changes in or alterations to the equipment made necessary by any changes in the Client's site, property or equipment after the original installation has been completed and Client agrees to pay Company the cost thereof at Company's then prevailing labor and equipment rates.

**27.** During the term of this Agreement and for one (1) year thereafter, Client shall not solicit for employment, hire or attempt to hire any person employed by Company in the performance of this Agreement. In the event Client violates this provision, the parties agree it would be difficult if not impossible to determine the damages suffered by Company as a result of this violation, including the cost of recruitment, licensing and training such personnel and injunctive relief shall be available to Company.

#### **Duties of Company**

**28.** Company shall assign, direct, and supervise its employees, agents and contractors at the premises to which this Agreement applies.

**29.** Company shall monitor the solar power level. If the power level drops below the threshold necessary for proper operation, Company may turn cameras and other high power draw equipment off until conditions for proper solar power operation are reestablished.

**30.** If excessive false alarms are caused by carelessness, malicious, or unintended use of the surveillance system, Company may, in its sole discretion, deem the same to be Client's material breach of this Agreement and Company shall be excused from further performance until Client agrees to eliminate conditions or factors interfering with the services of the proper operation of equipment.

#### **Physical Damage Waiver**

**31.** Company provides a Physical Damage Waiver Program. The Company will relieve the Client of any liability for physical damage to each component covered by the Physical Damage Waiver Program from fire, lightning, windstorm, vandalism, or theft in excess of \$1000 per occurrence (excluding cleaning or other ordinary course maintenance or repairs) that does not arise from or relate to Client's gross negligence or willful misconduct. Notwithstanding the foregoing, the Physical Damage Waiver shall not in any manner (a) provide Client with any insurance coverage or constitute a contract of insurance, or (b) provide Client with any protection or indemnification with respect to any claims for personal injury or death of any person or any third-party claims. The Company shall have no liability or obligation with respect to any loss or damage covered by the Physical Damage Waiver unless Client notifies the Company in writing of any such loss or damage within seventy-two (72) hours after the occurrence thereof.

#### **Towing Policy**

**32.** Client shall ensure that mobile surveillance trailers are not transported on public roadways while trailers are in Client's possession. Public roadways are defined as any governmental or corporate roadways where vehicular traffic is not restricted and the roadway is routinely used by the general public.

**33.** Company may authorize Client to transport mobile surveillance trailers on public roadways. Client shall, at its cost, maintain the following insurance coverage to be in force during and including the entire Rental Period: a) general liability insurance limits of no less than \$1,000,000 per each occurrence and \$2,000,000 in the aggregate; b) "All Risks" property insurance covering any loss or damage to the Equipment at replacement cost with new Equipment, without deduction for depreciation or wear or tear or, any deductible to be paid by Client; and c) Workers compensation coverage and employers liability coverage on a primary basis for worker's compensation benefits incurred or claimed by Client's agent's, employees and representatives; d) Umbrella & Automobile Liability coverage for each accident of \$1,000,000; e) Inland Marine / Leased Equipment insurance for all rented equipment for \$35,000. All insurance required shall be primary, non-contributory, and name and keep Company, Street Smart Rentals, LLC 6811 137th Ave NE, Columbus, MN 55025, as an additional, named insured. Client shall provide Company with Certificates of Insurance ("COI"); however, the failure of Company to demand a COI shall not void the requirement. The COI shall provide that any insurer affording coverage SHALL provide notice of any cancellation or decrease in coverage to SSR 30-days in advance of the effective date of any cancellation or decrease in coverage.

#### **Term and Termination**

**34.** Subject to subsection b) below, each party shall have the right to terminate this Agreement by providing written notice to the other party at least twenty-eight (28) days prior to the desired date of termination. Written notices of termination shall be provided to Company by e-mail to Sales@StreetSmartRental.com, or by U.S. mail, commercial carrier or hand delivery at 6811 137th Ave NE, Columbus, MN 55025. Notwithstanding any termination of this Agreement, its provisions governing payment, insurance, indemnification and duties shall continue to the full extent necessary for the protection of Company.

**35.** At the expiration or termination of this Agreement or in the event of any default in performance by Client, Company is authorized to enter upon Client's site and to remove all or any portion of the equipment, materials and supplies provided by Company. Company may elect to abandon all or any portion thereof. In all events, Client shall provide reasonable access to the equipment.

**36.** Removal of the System shall be without prejudice to the collection of any and all amounts due under this Agreement, including any extensions or renewals thereof.

**37.** The Agreement will automatically renew month to month after the Contract Expiration Date if thirty (30) days' notice of termination is not received from Client to Company.

**38.** Notwithstanding anything to the contrary in the Agreement, unless otherwise expressly stated in an applicable Service Order Form, if Client fails to perform its duties under this agreement, doesn't install, and/or terminates the Services prior to the end of the term set forth in the Service Order Form, Client agrees to pay Company an early termination fee equal to the remaining monthly recurring fees through the end of the term of the applicable Service Order.

#### **Indemnity; Limitation of Liability; Insurance; Limited Warranty**

**39.** Client understands that Company is not an insurer, guarantor or duty bound custodian of Client's property or the personal safety of persons in or on Client's premises. The Company's services are not intended to provide, and should not be claimed, assumed or substituted for providing, personal protection and/or safety to any persons on Client's property by Client or others. ACCORDINGLY, COMPANY SHALL HAVE NO LIABILITY TO CLIENT OR TO ANY THIRD PARTY RELATING TO OR ARISING OUT OF THE PERSONAL PROTECTION AND/OR SAFETY OF ANY PERSONS ON CLIENT'S PROPERTY. Client (an "Indemnitor") shall defend and indemnify Company and its employees, officers, directors, contractors and agents (the "Indemnitee") from and against all damages for bodily injury, death, or damage to real or tangible personal property that are directly and proximately caused by the negligence or intentional act of the Indemnitor in the course of performing its obligations under this Agreement; provided that (i) the Indemnitor receives prompt written notice of the claim from the Indemnitee under this Section, (ii) the Indemnitor has the right to control the defense of such claim and any related settlement negotiations, and (iii) the Indemnitee provides to the Indemnitor,



at the Indemnitor's request and expense, with the assistance, information and authority necessary to perform the Indemnitor's obligations under this Section. FOR THE AVOIDANCE OF DOUBT, THE FOREGOING INDEMNIFICATION SHALL ALSO COVER CLAIMS, ACTIONS, SUITS AND PROCEEDINGS AGAINST COMPANY COMMENCED OR ASSERTED BY ANY PARTY, INCLUDING BUT NOT LIMITED TO CLIENT'S AGENTS AND EMPLOYEES FOR ACTS OR OMISSIONS ARISING FROM THE ASSAULT, BATTERY OR OTHER PHYSICAL OR MENTAL HARM OR INJURY TO PERSONS ON CLIENT'S PROPERTY.

**40. Insurance** Company's services do not replace or serve as insurance. Client is responsible to provide insurance of the kind, and in such amounts, as may be determined by Client to be adequate for risks of loss to persons, property, for liability and otherwise. Company does not provide or maintain insurance of any kind providing coverage to Client or its property or its guests or invitees. Client will maintain, at its sole cost and expense, all risk/general liability insurance in form and amounts reasonably acceptable to Company, for damage or loss caused by Client of equipment, supplies and materials of every kind and nature provided by Company for use by Client in an amount of not less than \$1,000,000.00 per occurrence. Subject to the Physical Damage Waiver, in the event Client causes loss or damage to Company's equipment, materials or supplies used under this Agreement, Client agrees to pay Company the reasonable value thereof or the cost of repair, at the election of Company.

**40a.** Company and Client shall not be liable to the other for loss or damage covered by insurance policies maintained by the other party, and to the extent of such insurance, Company and Client, both on behalf of themselves and their respective insurers, waive all rights of subrogation on account of such loss or damage. Client agrees to indemnify Company against, and defend and hold Company harmless from, any action for subrogation which may be brought against Company by any insurer or insurance company or its agents or assigns including payment of all damages, expenses, costs and attorney's fees. Similarly, Company agrees to indemnify Client against, and defend and hold Client harmless from, any action for subrogation which may be brought against Client by any insurer or insurance company or its agents or assigns including payment of all damages, expenses, costs and attorney's fees.

**40b.** Client hereby releases, discharges and agrees to hold Company harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on Client's premises whether said claims are made by Client, its agents, or insurance company or other parties claiming under or through Client.

**41. Limitation of Liability** Client's payments are based solely on the value of the services set forth herein and are unrelated to the value of Client's property or property located on the site. Company makes no guaranty or warranty, including any implied warranty of merchantability of fitness that the equipment or services supplied will avert or prevent occurrences or the consequences there from which the camera system or service is designed to detect or avert. Client acknowledges that it is impractical and extremely difficult to fix the amount of damages, if any, that may result from a failure by Company to perform any of the obligations herein, or the failure of the surveillance system provided by Company. Accordingly, Client understands and agrees that if Company should be found liable for loss or damage due to failure of Company to perform any of the obligations herein, including but not limited to installation, maintenance, monitoring or service, or the failure of any camera system or equipment, regardless of cause, Company's monetary liability shall be limited to all payments made by Client during the ninety (90) days preceding the event prompting the claim and such amount represents liquidated damages and shall be Client's exclusive remedy for any such breach or failure and applies to all losses, claims, damages and injuries (Losses) to Client and third persons, irrespective of the cause of such Losses or the amount or nature of such Losses arising from Company's services under the Agreement. BOTH PARTIES HEREBY AGREE THAT NO ACTION THAT RELATES IN ANY WAY TO THIS AGREEMENT (WHETHER BASED UPON CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY) SHALL BE BROUGHT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION THEREFORE. THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RIGHTS TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM OR CONTROVERSY ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR PUNITIVE, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING OR ARISING FROM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF USE, OR BUSINESS INTERRUPTION, HOWEVER SUCH DAMAGES MAY BE CAUSED.

**42. Limited Warranty** Equipment loss or damage to persons or property is not covered by a warranty nor is damage to equipment from Acts of God, theft, terrorism, fire, vandalism or abuse. ALL WARRANTIES EXPRESS OR IMPLIED WHICH ARE SPECIFICALLY EXCLUDED, INCLUDING WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL COMPANY BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

**43. NO THIRD-PARTY BENEFICIARIES** The parties agree that there shall be no third-party beneficiaries under this Agreement.

**44.** All suits, claims or actions arising out of or relating to this Agreement shall be brought in the state or federal district courts in Ramsey County, Minnesota which shall be the exclusive jurisdiction.

#### **General Conditions**

**45.** Client and Company stipulate and agree that all equipment and accessories installed or placed pursuant to this Agreement constitute mobile, removable personal property, and agree that under no circumstances will such equipment and accessories be considered fixtures or considered to be part of the real estate as improvements, fixtures or otherwise, regardless of whether such equipment and accessories are attached to any building or real estate. Company shall at all times retain ownership of such equipment and accessories. Client hereby unconditionally waives, both for the Client named in this Agreement and Client's successors, assigns, landlords, lenders and mortgagees any and all rights Client or such landlords, lenders and mortgagees would otherwise have to assert that such equipment and accessories are part of the real estate as improvements, fixtures or otherwise, or to assert ownership of or a lien on any such equipment and accessories. In order to give third parties, notice of Company's interest in the equipment and accessories installed or placed pursuant to this Agreement, Client authorizes Company to file in

any relevant jurisdiction financing statements with respect to such equipment and accessories, and amendments thereto and continuations thereof, that contain the information required by the applicable Article 9 of the Uniform Commercial Code or the analogous legislation of each applicable jurisdiction for the filing of any such financing statement, amendment or continuation. Company will not be responsible for any damages related to the removal of the equipment on the Client's property, including, but not limited to, any costs incurred or expected to be incurred for repairs, adjustments, or alterations.

**46.** All title to, ownership of, and all rights in patents, copyrights, trade secrets and any other intellectual property rights in the Products is and shall remain the Company's Property and this Agreement does not transfer any intellectual property rights. Replication of any unit type by the Client is prohibited.

**47.** Client acknowledges that power fluctuations or lack of sunlight (for the solar systems) commonly result in system failures and is a common problem and that Company is not liable for any monitoring equipment (sometimes referred to as the "System") failure due to a power outage. Client shall promptly report any System problems following a power outage to Company.

**48.** Client acknowledges and agrees that signals which are transmitted over the telephone lines or via the internet are wholly beyond the control of Company and Company is not liable for any interruption due to utility or service provider failure or if Company's central station should be destroyed or becomes inoperable due to fire or other disaster.

**49.** Services performed under this Agreement shall be deemed accepted by Client unless written proof of claim is made to Company no later than ten (10) days after services are completed.

**50.** Training in accessing and reviewing historical archive retained in the on-site system is provided. The review of archived video is the responsibility of the Client or is billable by the Company.

**51.** Company may assign this Agreement or any of its rights and obligations hereunder; Company shall notify Client of any such assignment. Client may not assign this Agreement without Company's prior written consent.

**52.** Without the Company's prior written consent of Company, Client may not assign, relocate, sell, or sublease Company provided equipment or this Agreement without Company's consent. Client will not damage, encumber, or dispose of System or permit the System to be damaged, encumbered, taken from the site, tampered with or repaired by anyone other than authorized agents of Company.

**53.** In the event Client is not the site owner, Client hereby warrants that Client has secured the written consent of the owner for the installation and removal of the System.

**54.** This Agreement shall be governed by the laws of the State of Minnesota without reference to conflict of laws doctrine. It constitutes the entire Agreement between the parties regarding its subject matter. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect. Both parties hereby agree that no action that relates in any way to this Agreement (whether based upon contract, negligence or any other legal theory) shall be brought more than one (1) year after the accrual of the cause of action, therefore.

**55.** No waivers or modifications shall be valid unless the same are in writing and executed by the parties hereto.

**56.** This Mobile Camera Service Agreement together with the Standard Terms and Conditions and Client's Rental Contract (the "Agreement") shall govern Company's provision of the Mobile Surveillance services provided under the Agreement to Client. In no event shall any preprinted terms or conditions found on Client's purchase orders, template agreements, electronic acknowledgements, or any other preprinted forms be considered an amendment or modification of the Agreement. Such preprinted terms or conditions, to the extent in conflict with the Agreement, shall be considered null and shall have no effect.

**57.** Company is not responsible for, and Client shall indemnify and hold harmless the Company from the loss of, any equipment owned, rented, or borrowed by the Client's workers on the site at any time. Workers are defined as any person employed or contracted to carry out a duty at the site.

**58.** The Company may record phone calls for quality assurance, training, accuracy, and evidence.

**59.** The Company owns the rights to all data and recorded video and may use video footage or data for marketing and training purposes.

**60.** The Company has permission to email the Client using the addresses given by the Client for "activity notification".