

# Rental Equipment Agreement



## CORPORATE OFFICE

255 N LINCOLN AVENUE,  
CORONA, CA 92882

(O) 951-256-5738 (F) 951-808-8850

## NORTHERN CALIFORNIA OFFICE

3832 S HIGHWAY 99, #E,  
STOCKTON, CA 95215

(O) 209-463-2233 (F) 209-463-4833

## SAN DIEGO OFFICE

9520 CHESAPEAKE DRIVE, #604  
SAN DIEGO, CA 92123

(O) 858-836-1482 (F) 858-836-1483

## LAS VEGAS OFFICE

3550 W SIRIUS  
LAS VEGAS, NV 89102

(O) 702-362-0315 (F) 702-362-0389

This is an Agreement for CamGuard Systems, Inc. to provide leased equipment, installation and service to:

### **University of California, Santa Barbara**

Billed at 4129 Cheadle Hall Santa Barbara, CA 93106

### **For a Site at UCSB Campus, . . .**

#### **Equipment and Services**

##### **Monthly Service Fees**

BasPole-RV-PKG	Basic Camera Pole, 5 fixed cameras, local DVR recording, remote viewing, no monitoring	6.0	\$750.00	\$4,500.00
OtherM	Other Monthly Fees	900.0	\$1.00	\$900.00
		<b>Total</b>		<b>\$5,400.00</b>

##### **One Time Service Fees**

InstallBasPole	Installation of Pole(s) - first pole - basic pole, includes both "delivery" and "pick-up" fee.	2.0	\$780.00	\$1,560.00
Install2nd	Installation of Pole(s) - second pole at same location at the same time, includes both "delivery" and "pick-up" fee.	4.0	\$675.00	\$2,700.00
Mileage2008	The first fifty (50) miles is included the installations fee; mileage over fifty miles is charged a \$3.00 per mile	816.0	\$3.00	\$2,448.00
		<b>Total</b>		<b>\$6,708.00</b>

#### **Scope**

CamGuard will install six (6) five PTZ camera non-monitored poles at locations as agreed by customer during the job walk. Each CCTV camera pole has two (2) 400 watt halogen lights, Sounder, Strobe, DVR, Wireless Router, Transmitter, UPS, Batteries, and Power Supply. We will need 110v power with 20 amp breaker at pole location.

#### **Installation and Service Terms and Information:**

1. Customer must provide electrical power and communications (if required) within twenty feet of the security tower unit's location. CamGuard will not cut into or splice into power or communication lines; an exposed source for tie-in must be provided by Customer.
2. There must be free and clear access in and around the unit's location. If CamGuard cannot make entry to the area where the security tower is to be installed/was installed, CamGuard will bill the full price of any specialty equipment, site damage or fees associated with the installation or removal.
3. Items 1 and 2 herein are important precursor events. Work done to perfect the site location, power or communications, will be on a time and material basis.
4. All work done subsequent to the initial installation will be on a time and material basis at the prevailing CamGuard rates.
5. CamGuard requires reasonable notice for service calls or relocations. Please give a one-week prior notice for the removal of a system.
6. CamGuard is not responsible for loss of power to the unit. If the unit does not have power, the cameras and related equipment will not function.
7. When your site has long or short range sensors, and those sensors are destroyed or stolen, customer will reimburse CamGuard for the cost of those sensors. If sensors are on stands, the stands must not be moved in order to maintain optimum effectiveness in sensor operation.

Customer acknowledges that Customer has read and specifically agrees to all the information in this agreement including site requirements, equipment charges and the terms and conditions on page two, and exceptions noted on page 3.

Authorized Signature:  Print Name: Jim Corkill Date: 4.1.14

Accepted by CamGuard: \_\_\_\_\_ Date: \_\_\_\_\_



**AGREEMENT  
(TERMS AND CONDITIONS)**

**THIS AGREEMENT** is made and memorialized hereby beginning upon either of (a) the date written on the first page of this agreement or (b) upon the actual commencement of work, or (c) upon the first dispatch of site equipment at the direction of CamGuard Systems whichever date is earlier, by and between CamGuard Systems, Inc., hereinafter referred to as "CGS", and the party or business executing this Agreement on the first page as "Customer". CGS is bound to this Agreement upon the signature of Customer and the commencement of work. Customer warrants and represents that the individual affixing a signature hereto has the authority to bind Customer and further represents that affixing a signature hereto is for the purpose of inducing CGS to perform the work or services for the benefit of Customer. This Agreement shall continue in full force and effect from the effective date described above until the equipment leased is returned to CGS at the CGS facility from where it was originally dispatched or for such period if otherwise expressly agreed by the parties. In consideration of the promises herein contained, CGS and Customer agree as follows:

**Lease of Equipment** - Customer, as lessee, leases the equipment described on the reverse of this page from CGS, lessor, to accomplish the work or services at and under Customer's sole and exclusive jurisdiction, supervision, direction and control. Customer covenants and agrees to, at all times, use the equipment strictly and only in accordance with CGS instructions, manuals, and limitations.

**Payment** - In consideration of the equipment furnished by CGS, the customer agrees to pay the reasonable lease value of the equipment for the period of time leased. Lease values are to be rates of CGS in effect at the time of lease. If CGS has quoted different or special rates for this customer, CGS is required to notify any such customer prior to the commencement of this lease. In addition to the reasonable lease value or rate of payment specified herein, Customer promises to pay the costs of collection, including reasonable fees. If a collection action is instituted by CGS, invoices for payment of amounts due under this Agreement shall be due and payable upon presentation and shall be delinquent 30 days thereafter. In the event any invoice is not paid by the date the account becomes delinquent, Customer promises to pay, in addition to the invoiced amount, interest at the maximum legal and no-usurious rate permitted by law from the date of delinquency to the date paid.

~~**Indemnity** - Work or services covered by this agreement shall commence upon the preparation of labor, equipment, or material for delivery to worksite and shall be at the risk of Customer exclusively. Customer shall, with respect to all work which is covered by or incidental to this agreement, indemnify, defend, and hold CGS harmless from and against all of the following: any claim, cost, expense, including reasonable attorneys' fees, awards, or judgments arising from the death or serious injury to any person, including any employee of either party hereto, damage to property, design defects (if such defects are not those of CGS), or arising by reason of the presence of CGS employees, material or equipment upon premises other than the CGS yard and office facility from where it was originally dispatched. Customer shall not be obligated to indemnify CGS in any instance of the willful misconduct of CGS. With respect to any labor, materials, services or equipment leased or furnished as a part of the services provided by CGS herein, this agreement is to be considered signed and executed by CGS, and both CGS and Owner/Contractor agree that is the intent of this agreement that CGS be afforded the benefit protection of California Labor Section 3864. See exceptions on page 3~~

~~**Insurance** - Customer shall at all times carry insurance in respect of premises upon which CGS is directed to work, where CGS equipment is located, the work that CGS is directed to carry out, and the operations of Customer and CGS. Such insurance shall include public liability and property damage insurance and automotive public and damage insurance including liability coverage for (a) all operations, (b) contract or subcontract work, (c) contractual obligations of Customer under this Agreement (d) product liability and completed operations, and (e) owned and non-owned vehicles. Such insurance shall be carried by Customer for the benefit of CGS and such insurance shall name CGS as co-insured. The insurance required hereby shall be primary insurance as respects all insured's policies and insurance carried by CGS carried shall be excess to the insurance required hereby. CGS shall be afforded coverage to the full limits of the policies carried by Customer which amounts shall not be less than (Five Hundred Thousand Dollars) combined single limit. CGS and Customer agree it is the intent of this Agreement to secure the benefit and protection of California Labor Code Section 3602(d) for themselves and for all employees, provided by CGS to Customer under this agreement. CGS represents, covenants and agrees that at all times relevant to employment of the employees furnished to Customer by CGS under this Agreement, CGS shall obtain, carry and continue legally sufficient workers' compensation insurance coverage, as specified in subdivision (a) or (b) of labor Code Section 3700, and that said coverage shall remain in effect for the duration of the subject employment. See exceptions on page 3~~

**CGS is not an Insurer, Liquidated Damages, Limitation of Liability** - It is understood and agreed: that CGS is not an insurer of your property or the personal safety of persons in your premises; that insurance, if any, on your premises and its contents and any life, disability or health insurance for persons shall be obtained by Customer; that the payment made to CGS is based only on the value of the service CGS provides and is unrelated to the value of your property or property of others located on your premises; that CGS makes no guaranty or warranty, including any implied warranty of merchantability or fitness; that the equipment or service supplied will avert or prevent occurrences of the consequences therefrom which the system or service is designed to detect or avert. Customer acknowledges and agrees that CGS has made no representations or warranties, express or implied, as to any matter whatsoever, including without limitation the condition of the equipment, its fitness for any particular purpose; nor has customer relied upon any representations or warranties expressed or implied. Customer further acknowledges and agrees that any affirmation of fact and/or promise shall not be deemed to create an express warranty and that there are no warranties which extend beyond the face of the agreement. Customer further acknowledges and agrees that CGS is not an insurer and that customer assumes all risk of loss or damage to customer's premises or to the contents thereof. Customer acknowledges that it is extremely difficult to fix the actual damages or to determine what portion, if any, of personal injury or death would be approximately caused by CGS's failure to perform any obligations herein, including but not limited to installation, repair service, or monitoring or the failure of the system to properly operate with resulting loss to Customer because of, among other things:

- a) The uncertain amount or value of Customer's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system is designed to detect or avert;
- b) The inability to ascertain what portion, if any, of any loss would be proximately caused by CGS's failure to perform or by failure of it's equipment to operate;
- c) The nature of the service is to be performed by CGS.

Customer understands and agrees that if CGS should be found liable for loss or damage due from CGS's active or passive negligence, or a failure of CGS to perform any of the obligations herein, including but not limited to, installation, service repair, monitoring, third party patrol or other services which caused or allowed any harm or damage (whether property damage, personal injury or death) to Customer or anyone in Customer's premises, CGS's liability shall be limited to the lesser of \$250.00 or six times the monthly service fee, as liquidated damages and not as a penalty and that this shall be Customer's only remedy regardless of what legal theory (including without limitation, breach of contract, negligence, products liability or breach or warranty) is used to determine that CGS was liable for the injury or loss. This limit shall not apply if such losses occurred while an employee of CGS's is on Customer's premises and which losses, damages and liability are solely and directly caused by said employee.

**Affiliate Company Services** - In the event the work as directed to done Customer results in CGS providing the work, services, or equipment or its affiliate companies, or any of them, no service shall be made thereon as would otherwise apply according to the regularly published rate sheet of CGS. Any such affiliate shall, instead, be provided by Customer all insurances and indemnities herein recited as though this Agreement had been entered into with such affiliate and any such affiliate shall have the same obligations to Customer as does CGS under this Agreement.

**Alterations** - The terms and provisions of this Agreement are negotiated to the satisfaction of both parties. Alterations to the printed terms and conditions may be made by noting the same, in writing, on the reverse hereof, which alteration must be initialed and dated by both parties to be effective. Any alteration affecting the interests of CGS under this must be initialed and dated by an officer of CGS.

**Invalid Provisions** - In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all the remaining terms and provisions shall remain in full force and effect.

Customer Initials

CGS Vol. 1.2 08-24-2011





BUSINESS & FINANCIAL SERVICES  
 ADMINISTRATIVE SERVICES  
 SANTA BARBARA, CALIFORNIA 93106-1150  
 Tel: (805) 893-8025  
 Fax: (805) 893-8639  
<http://www.bfs.ucsb.edu>

## UCSB Exceptions & Addition to Vendor Terms

Vendor: CamGuard Systems, Inc.  
 Date: 4/1/2014  
 Quote # or Name: "Billed at 4129 Cheadle Hall..."  
 UCSB Ref #: 49018050

- 1) **Indemnity** - Work or services covered by this agreement shall commence upon the preparation of labor, equipment, or materials for delivery to worksite ~~and shall be at the risk of Customer exclusively.~~ Customer shall, with respect to all work which is covered by or incidental to this agreement, indemnify, defend, and hold CGS harmless from and against all of the following: any claim, cost, expense, including reasonable attorney's fees, awards, or judgments arising from the death or serious injury to any person, including any employee of either party hereto, damage to property, **but only in proportion to and to the extent such claims, costs, expenses, including reasonable attorney's fees, awards, or judgments are caused by or result from the negligent acts or omissions of Customer.** ~~design defects (if such defects are not those of CGS), or arising by reason of the presence of CGS employees, material or equipment upon premises other than the CGS yard and office facility from where it was originally dispatched. Customer shall not be obligated to indemnify CGS in any instance of the willful misconduct of CGS.~~ With respect to any labor, materials, services or equipment leased or furnished as a part of the services provided by CGS herein, this agreement is to considered signed and executed by CGS, and both CGS and Owner/Contractor agree that is the intent of this agreement that CGS be afforded the benefit protection of California Labor Section 3864.
- 2) **Insurance** - Customer shall at all times carry insurance in respect of premises upon which CGS is directed to work, where CGS equipment is located, the work that CGS is directed to carry out, and the operations of Customer and CGS. Such insurance shall include public liability and property damage insurance and automotive public and damage insurance including liability coverage for (a) all operations, (b) ~~contract or subcontract work, (c) contractual obligations of Customer under this Agreement (d)~~ product liability and completed operations, and (e) **(c)** owned and non-owned vehicles. Such insurance shall be carried by Customer ~~for the benefit of CGS~~ and such insurance shall name CGS as ~~an~~ **additional** insured. The insurance required hereby shall be primary insurance as respects all insured's policies and insurance carried by CGS carried shall be excess to the insurance required hereby. CGS shall be afforded coverage to the full limits of the policies carried by Customer which amounts shall not be less than (Five Hundred Thousand Dollars) combined single limit. ~~CGS and Customer agree it is the intent of this Agreement to secure the benefit and protection of California Labor Code Section 3602(d) for themselves and for all employees, provided by CGS to Customer under this agreement.~~ CGS represents, covenants and agrees that at all times relevant to employment of the employees furnished to Customer by CGS under this Agreement, CGS shall obtain, carry and continue legally sufficient workers' compensation insurance coverage, as specified in subdivision (a) or (b) of labor Code Section 3700, and that said coverage shall remain in effect for the duration of the subject employment.
- 3) Addition of the following provision:  
 University of California is financially responsible for this agreement, but is in no way responsible for the video monitoring. Santa Barbara County, under the direction of Acting Chief Deputy Sam Gross, is the recipient and solely responsible for monitoring the video feed under this agreement.