

***Interlaken 2021 Town Council Meeting Schedule***

Meeting Date	Day of Week	Meeting Time
4-Jan-21	Mon	6:30 PM
1-Feb-21	Mon	6:30 PM
1-Mar-21	Mon	6:30 PM
5-Apr-21	Mon	6:30 PM
3-May-21	Mon	6:30 PM
7-Jun-21	Mon	6:30 PM
6-Jul-21	Tue	6:30 PM
29-Jul-21	Thu	6:30 PM
7-Sep-21	Tue	6:30 PM
11-Oct-21	Mon	6:30 PM
1-Nov-21	Mon	6:30 PM
6-Dec-21	Mon	6:30 PM

**Subject:** Camera system  
**Date:** Wednesday, November 11, 2020 at 3:21:01 PM Mountain Standard Time  
**From:** Larry Love <larry@peakalarm.com>  
**To:** Bart Smith <interlakenclerk@gmail.com>  
**Attachments:** Outlook-wvsatr4q.png

Bart,

Without knowing your budget I am shooting in the dark here but the following system setup will cost **\$6,800.00** installed assuming that you provide the 2 poles or we can mount both cameras on one pole and we will provide the following:

NVR Recorder - 8 Channel 4TB - Monitor - remote connection to your internet router - UPS Surge Protector

2 Verifocal cameras one on the pumphouse and on at the remote site with penetration

1 LPR camera for plate numbers

1 fixed camera inside the pump house

1 POE switch with the enclosure at the remote site

1 Wireless bridge that will transmit to the pumphouse

(Requires direct line of sight, if someone builds a building in-between know that the cameras will stop working or even if someone pulls a big truck that blocks the line of sight that would affect it as well.)

Whenever you install wireless points there is always a risk of interference depending on what is going on around in this area.

If you install underground conduit we can install burial rated CAT6 cable from the NVR to the remote site which is best and this option without the wireless bridge, POE switch and without enclosure would be closer to \$5,300

As I stated on the phone we cannot install our cable in conduit with high voltage wire.

## **Larry G. Love AET**

Commercial Systems

NICET #107204 -Fire Alarm Level II

Master Fire Alarm Tech AE034 Level III

Peak Alarm Company

**Direct (801) 428-1384**

**Cell (801) 898-6003**

[Larry@PeakAlarm.com](mailto:Larry@PeakAlarm.com)

[www.peakalarm.com](http://www.peakalarm.com)

1534 S Gladiola St

Salt Lake City, UT. 84104



COMMERCIAL ALARM SYSTEM AGREEMENT  
**Peak Alarm Company, Inc.**

1534 S. Gladiola Street, Salt Lake City, UT 84104  
(888) 822-7231

Account # \_\_\_\_\_  
CS # \_\_\_\_\_  
Job # \_\_\_\_\_  
Access # \_\_\_\_\_

**This Agreement** ("Agreement") is dated 11/11/2020, between PEAK ALARM COMPANY, INC., (the "Company"), and Interlaken Town (the "Customer"), whose principal place of business is 262 Interlaken Drive, Midway, UT, 84049.  
Street Address City State ZIP Code

This Agreement covers the system, equipment and services found on the Schedule of Services and Equipment (individually, the "SSE" and collectively, the "SSEs") (as used herein "Agreement" means this Agreement and all attached and future SSEs, unless context suggests otherwise) or any system the Company takes over from another company (the "System" and collectively, the "Systems") and any services requested on the attached and any future SSEs for the locations listed on the attached and any future SSEs (the "Premises"). The Company has written this Agreement in simple, easy-to-read language because it wants the Customer to understand it. Please feel free to ask any questions.

INTENDING TO BE LEGALLY BOUND, WE BOTH AGREE AS FOLLOWS:

**THE SERVICES AND TERMS ON THE ATTACHED SSEs APPLY ONLY IF A CHARGE FOR THEM IS SHOWN ON THE SSEs. IF THE CUSTOMER REQUESTS THAT THE COMPANY PROVIDE MONITORING SERVICES PURSUANT TO AN SSE, THEN THE INITIAL TERM OF THIS AGREEMENT IS THREE (3) YEARS. AFTER THE INITIAL TERM, THE MONITORING SERVICES WILL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE (1) YEAR TERMS OR FOR THE LONGEST PERIOD OF TIME PERMITTED BY APPLICABLE LAW, WHICHEVER IS LESS. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT THE COMPANY PERFORMS SERVICES UNDER AN EXISTING OR FUTURE SSE BEYOND THE TERMINATION OF THIS AGREEMENT, SUCH SERVICES SHALL BE PERFORMED PURSUANT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, AS THOUGH IT REMAINS IN FULL FORCE AND EFFECT. THERE IS NO FINANCING CHARGE OR COST OF CREDIT (0%) ASSOCIATED WITH THIS AGREEMENT.**

**THE CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT AND ALL ITS ATTACHMENTS. THE CUSTOMER ACKNOWLEDGES HAVING READ AND UNDERSTANDS THIS AGREEMENT, AND HAS HAD AN OPPORTUNITY TO ASK ANY AND ALL QUESTIONS OF THE COMPANY. CUSTOMER UNDERSTANDS THE PAYMENT PROVISIONS, AND THE COMPANY'S LIMITED LIABILITY AND WARRANTY PROVISIONS, BELOW AND ON THE REVERSE SIDE HEREOF, AND ALL OTHER TERMS SET FORTH IN THIS AGREEMENT. THE CUSTOMER AUTHORIZES THE COMPANY TO CONFIRM THE CUSTOMER'S CREDIT RECORD AND TO REPORT THE CUSTOMER'S PAYMENT PERFORMANCE UNDER THIS AGREEMENT TO CREDIT AGENCIES AND CREDIT REPORTING SERVICES. THE CUSTOMER ACKNOWLEDGES THAT THE COMPANY OFFERS VARIOUS SERVICES, INCLUDED THOSE DESCRIBED ON THE SSEs, AND THAT THE CUSTOMER HAS SELECTED ONLY THOSE SERVICES FOR WHICH A BOX IS CHECKED ON THE SSEs. UPON AGREEMENT OF THE PARTIES IN WRITING, THE CUSTOMER AUTHORIZES THE COMPANY OR ITS ASSIGNEE(S) TO MAKE ELECTRONIC FUND TRANSFERS ("EFTs") FROM THE CUSTOMER'S BANK ACCOUNT OR CHARGES TO THE CUSTOMER'S CREDIT CARD ACCOUNT FOR THE TOTAL MONTHLY SERVICES FEE, PLUS ANY APPLICABLE TAXES, AND ALL PAST DUE AMOUNTS, TRIP FEES, SERVICE FEES OR AMOUNTS WHICH MAY ACCUMULATE IN ARREARS, ACCORDING TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE CUSTOMER AGREES TO COMPLETE AND SIGN ALL DOCUMENTS REQUIRED TO PERMIT THE COMPANY OR ITS ASSIGNEE(S) TO NEGOTIATE SUCH EFTs (THE "EFT DOCUMENTS").**

**GENERAL TERMS.**

**1. LIMITATION OF THE COMPANY'S LIABILITY. IF THE COMPANY IS FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO ITS NEGLIGENCE OR THE FAILURE TO PERFORM ITS OBLIGATIONS IN THIS AGREEMENT, INCLUDING INSTALLING, MONITORING, REPAIRING OR TAKING OVER THE SYSTEM, IN ANY RESPECT WHATSOEVER, THE COMPANY'S MAXIMUM LIABILITY WILL BE \$500.00. THE COMPANY WILL ASSUME A GREATER LIABILITY, BUT ONLY FOR AN ADDITIONAL CHARGE TO BE AGREED UPON BY THE CUSTOMER AND THE COMPANY. IF THE COMPANY DOES SO, AN ADDENDUM WILL BE ATTACHED TO THIS AGREEMENT.**

**THE COMPANY EXPRESSLY DENIES ALL LIABILITY FOR ANY OTHER LOSS OR DAMAGE WHICH MAY OCCUR PRIOR TO, AT OR AFTER SIGNING THIS AGREEMENT. THIS INCLUDES LIABILITY BASED ON CONTRACT, TORT, NEGLIGENCE, WARRANTY (INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ANY OTHER THEORY OF LIABILITY.**

**THIS EXCLUSION SPECIFICALLY COVERS LIABILITY FOR: LOST PROFITS; LOST OR DAMAGED PROPERTY; LOSS OF USE OF PROPERTY OR THE PREMISES; GOVERNMENTAL FINES AND CHARGES; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS EXCLUSION ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, AND CONSEQUENTIAL (DAMAGES THAT RESULT FROM AN ACT, BUT DO NOT DIRECTLY RELATE TO THE ACT) AND PUNITIVE (DAMAGES USED TO MAKE AN EXAMPLE OF SOMEONE).**

**THE CUSTOMER ACKNOWLEDGES THAT, FOR AN ADDITIONAL FEE, THE CUSTOMER MAY OBTAIN ADDITIONAL PROTECTION FOR THE PREMISES, INCLUDING TELEPHONE LINE-CUT PROTECTION.**

**2. Insurance. The Customer understands that **THE COMPANY IS NOT AN INSURER.** The Customer is responsible for obtaining all insurance the Customer thinks is necessary, including coverage for personal injury and property damage. The payments the Customer makes under this Agreement are not related to the value of the Premises or the Customer's possessions, but rather are based on the cost of the System and the Company's services.**

The Customer releases the Company from any liability for any event, peril, or condition covered by the Customer's insurance.

The Customer understands that the System is designed to reduce, but not eliminate, certain risks. Among others, the Company does not guaranty that the System will prevent personal injury, loss of or damage to property, unauthorized entrances or fire and smoke damage to the Premises or its contents. The Company assumes no liability for those risks whatsoever.

**(General Terms continue on reverse side hereof.)**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed and delivered in duplicate as of the date first written above and represent that the persons whose signatures appear below are duly authorized to execute this Agreement.

**CUSTOMER:** Interlaken Town **COMPANY:** PEAK ALARM COMPANY, INC.

Signature: \_\_\_\_\_ (Authorized Signature) By: Love, Larry (Sales Representative)

Name: \_\_\_\_\_ (Typed Name) Accepted: by: \_\_\_\_\_ (Authorized Signature)

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**THIS AGREEMENT IS NOT BINDING ON THE COMPANY UNTIL THE COMPANY OR ITS AUTHORIZED AGENT SIGNS AND ACCEPTS IT OR BEGINS INSTALLATION OR SERVICE.**

### 3. Limited Warranty.

(a) If Customer purchased the System, any part of the System which proves to be defective relating to labor or workmanship within ninety (90) days from the date of installation by Company shall be repaired. Any part of the System which proves to be defective with respect to material or component(s) within one (1) year from the date of installation by Company shall be repaired or replaced. The Company reserves the option to either replace or repair the System equipment, and reserves the right to substitute materials of equal quality at the time of replacement, or to use reconditioned parts in fulfillment of this warranty, but the Company warrants such materials or parts only for the remainder of the warranty period.

This limited warranty does not cover batteries in the control panel or wireless devices, nor does it apply if the System has been damaged by acts beyond the Company's control. Such acts include accidents, power surges, misuse, lack of proper maintenance, unauthorized changes or acts of God (including lightning, fires, earthquakes, tornadoes, hurricanes, floods, etc.).

The Customer must notify the Company of any problem the Customer claims the Company's limited warranty covers within the warranty period. Customer will notify Company of any such problems within forty-eight (48) hours after the Customer discovers the problem, or when the Customer reasonably should have discovered the problem. The Company will repair the problem as soon as it reasonably can after it receives the Customer's notice.

(b) This limited warranty is the only warranty the Company makes, and the limited warranty is made only if the Company installed the System, and takes the place of all other warranties whether express or implied. **NO EXPRESS OR IMPLIED WARRANTIES EXTEND BEYOND THE FACE OF THIS AGREEMENT. THE COMPANY MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.**

The Company does not promise that the System or the services cannot be compromised or that they will always provide the intended signaling, monitoring or other service. If a court decides the Company has given the Customer any implied warranty, it will extend only for the length of the limited warranty period.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the Customer. This limited warranty gives the Customer specific legal rights. The Customer may also have other legal rights that vary from state to state.

**4. Customer's Protection of Company.** This Agreement is intended only for the Customer's benefit. Therefore, the Customer agrees to protect/indemnify, defend and release the Company and the Company's related parties from liability against all third party claims or losses (including reasonable attorneys' fees) brought against the Company which relate to the System or the services the Company provides. The Company's related parties include the Company's owners, directors, officers, employees, agents and subcontractors.

This protection/indemnity covers claims brought against the Company by the Customer's insurance company. It also includes claims arising under contract, warranty, negligence, or any other theory of liability.

In case of any third party claim or loss covered by the Customer's insurance, the Customer agrees not to look to the Company or the Company's related parties for reimbursement. The Customer waives any rights that the Customer's insurance carrier or others claiming through the Customer may have against the Company or the Company's related parties.

**5. The Customer's Agreements.** The Customer has the authority to sign this Agreement and in doing so will not violate any other agreement. The Customer is not aware of any hazardous conditions on the Premises.

The Customer agrees to prevent false alarms and assume responsibility for them. If the System generates excessive false alarms, the Customer will be in breach of this Agreement and the Company may terminate monitoring services and recover damages from the Customer. If a false alarm fine or penalty is charged to the Company, the Customer will pay for the charges. If the Company notifies the Customer of a malfunction, the Customer will disconnect the System until the Company can repair it. In the event the Customer's address where the System has been installed changes at any time after the date of this Agreement, the definition of the term "Premises" shall automatically be changed to the most current address.

The Customer will not tamper or interfere with the System, nor permit others to do so. The Customer agrees that the Company can record and use all communications with anyone at the Premises in the normal course of the Company's business. The Customer agrees that the Company can make program changes to the Company's proprietary data located in the Software (as defined on the SSE).

The Customer will pay the Company its then-current charges for doing any work not covered by this Agreement, including paying the Company's minimum service charge if the Company cannot enter the Premises at the scheduled time. The Customer's obligations continue even if the Customer sells or leaves the Premises.

**6. The Customer's Default.** If the Customer fails to perform its obligations, the Company will give the Customer written notice of default. If the Customer does not fix the default within ten (10) days, the Company can end this Agreement. If the Company ends this Agreement, the Customer must pay the Company: (a) all amounts then due; (b) ninety-five (95%) percent of the amount due the Company for the remainder of this Agreement (as an agreed-upon amount of damages and not as a penalty); and, (c) the Company's reasonable collection costs, including attorneys' fees and a late charge, if applicable, of eighteen (18%) percent per annum or the maximum rate permitted by law, whichever is less.

If this Agreement is ended, the Company does not have to provide any service, including monitoring, after that date.

In addition, the Company can peacefully enter the Premises and remove its equipment. If the Company waives any default by the Customer that does not mean the Company waives later defaults. Any waiver by the Company must be in writing and signed by an officer of the Company.

The Customer grants the Company a security interest in any property the Company installs on the Premises in order to secure payment of the purchase price or performance under the lease. The Customer must return such property if it does not fully pay for it. If the Customer does not return such property, the Company will ask a court to force the Customer to do so. The Company has the rights of a secured party under the Uniform Commercial Code. The Company or any subcontractor engaged the Company to perform the work or furnish material who is not paid may have a claim against the Customer or the owner of the Premises, if other than the Customer, which may be enforced against the property in accordance with the applicable lien laws.

**7. System Charges.** The Customer agrees to obtain all licenses and pay all taxes, fines and other assessments, including sales taxes. The Company's fees are based upon existing taxes and charges, and the Company can increase the Company's fees to reflect changes in these taxes or charges.

Should any governmental or regulatory agency, political subdivision, Authority Having Jurisdiction or third-party insurer require modifications, additions or changes to the System or services described herein, Customer agrees to pay the Company for any such modifications, additions or changes, including labor, materials, engineering, documentation, plans and specifications, any required permits and additional inspections.

After the first year of this Agreement, the Company can increase the Company's fees by an annual amount up to ten percent (10%), in addition to any increases due to statutory taxes or other charges.

If the Customer is more than ten (10) days late with payment, the Company can charge the Customer interest of 18% per year or the maximum rate permitted by law, whichever is less. In addition, to the extent permitted by applicable law, the Customer agrees to pay the Company's reasonable collection costs, including attorneys' fees, court costs, and a reasonable reconnect fee if the Company has disconnected the System.

**8. Transfers.** The Customer cannot transfer this Agreement without the Company's prior written consent. However, the Company can transfer this Agreement or subcontract its obligations without the Customer's consent. If the Company does so, anyone to whom the Company transfers or subcontracts its obligations will have all of the Company's rights. The Company is not responsible for any work, including monitoring, which is done negligently by any third party.

**9. Notices; Limitation on Lawsuits; Jury Trial.** Unless otherwise indicated, all notices must be in writing. Subject to the provisions of paragraph 6, the Customer or the Company may end any portion of this Agreement by notifying the other party at least thirty (30) days prior to the end of the then-current term. It is critical that the Customer give any termination notice in a timely manner.

Unless prohibited by applicable law, the Customer must bring any claim against the Company within one (1) year after the claim arose. If the Customer does not, the Customer has no right to sue the Company and the Company has no liability to the Customer for that claim. It is critical that the Customer must bring any claim in a timely manner.

The provisions of this Agreement which apply to any claim remain in effect even after this Agreement ends. **UNLESS PROHIBITED BY APPLICABLE LAW, THE COMPANY AND THE CUSTOMER BOTH GIVE UP THEIR RIGHT TO A JURY TRIAL.**

**10. Electronic Media.** Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Company's receipt by facsimile or other electronic means of the Agreement signed by Customer legally binds Customer and such facsimile or electronic copy is legally binding and equivalent to the original for any and all purposes, including litigation.

**11. Miscellaneous.** This Agreement contains the entire understanding between the Customer and the Company and replaces any other documents or discussions the Company previously had with the Customer. This Agreement is governed by Utah law. The Customer submits to the jurisdiction of Utah and agrees that any litigation between the parties must be commenced and maintained in the State of Utah and in the County where the Company's principal place of business is located.

If the Company does not approve this Agreement, the Company's only obligation is to refund any payments the Customer has made. Any equipment or services the Company provides to the Customer in the future are subject to the terms of this Agreement, as so amended. This Agreement cannot be changed except by a document that both the Customer and the Company sign.

In the event of a conflict between the terms and conditions of this Agreement and any other document, purchase order, or communication relating to this transaction, regardless of date, the terms and conditions of this Agreement will govern.

If any provision of this Agreement is found to be invalid, the remaining provisions are still effective. The word "including" means "including without limitation." With respect to all terms in this Agreement, the singular includes the plural and the plural the singular, and words importing any gender include the other genders. Except for monitoring, the Company will only do work during the Company's normal business hours of 8:30 a.m. to 5:30 p.m. on weekdays, excluding holidays the Company observes. Service work performed at other times shall be subject to the Company's premium rates. All schedules (including SSEs), addenda, attachments and EFT Documents are an inseparable part of this Agreement.

COMMERCIAL ALARM SYSTEM AGREEMENT

Peak Alarm Company, Inc.

1534 S. Gladiola Street, Salt Lake City, UT 84104
(888) 822-7231

Account #

CS #

Job #

Access #

Schedule of Services and Equipment ("SSE")

Commercial Alarm System Agreement dated 11/11/2020 (the "Agreement")
Between the Company and Interlaken Town (the "Customer")
For Services at 236 Luzern Road Midway UT 84049

The Company and Customer are parties to the above Agreement. Capitalized terms used, but not defined herein, shall have the respective meanings given to them in the Agreement. Customer requests that the Company provide services to Customer pursuant to the terms of this SSE and the Agreement.

INTENDING TO BE LEGALLY BOUND, WE BOTH AGREE AS FOLLOWS:

Form with sections: CUSTOMER'S PREMISES INFORMATION, CUSTOMER'S BILLING INFORMATION, INSTALLATION CHARGES AND FEES, MONTHLY CHARGES AND FEES. Includes checkboxes for payment methods and fee frequencies.

Table with 4 columns: QUANTITY, EQUIPMENT DESCRIPTION & LOCATION, QUANTITY, EQUIPMENT DESCRIPTION & LOCATION. Lists items like Security Panel, Wireless Door Contact, etc.

THE FOLLOWING SERVICES WILL BE PROVIDED ONLY IF THEY ARE REQUESTED BY CHECKING THE APPLICABLE BOXES:

Form with columns for services: Alarm Monitoring, Repair, Time & Materials, Alarm Response, Key Response, Existing Services, Elevator Phone Monitoring, Cellular Check-in, Elite Services, Videofied Image Alarm, Managed Access Control, e-Mail Reports, Open/Close w/User ID, Open/Close Schedules, Text or e-Mail Notification, Video Verification, Video Monitoring, System Test & Inspections, UL Service Type, Internet Access.

Form with sections: TYPE OF ALARM TRANSMISSION (Telephone, Cellular Telephone, Internet, Radio, Other) and Notwithstanding anything herein to the contrary, should Customer request Radio alarm transmission...

**THE FOLLOWING SPECIFIC TERMS (A-G) APPLY ONLY IF THEY ARE REQUESTED BY CHECKING THE APPLICABLE BOXES:**

**A. Installation.** The Company agrees to install the System and the Customer agrees to pay the installation charge. The Company assumes no responsibility for any delay in installation. The Customer must pay all utility charges.

Customer authorizes the Company, or its designee, to enter upon the referenced Premises to install the System during Company's normal business hours and warrants it has full authority to permit the installation.

The Customer must notify the Company in writing of any problems within ten (10) days after the installation. The Customer must pay for any additions or changes to the System beyond those shown on the face of this Agreement, and the Customer must pay for any additions or changes to the services shown on this SSE.

**B. Take Over.** The Company agrees to take over the monitoring and repair of the Customer's existing System and the Customer agrees to pay the charge for taking it over. The Customer represents that it owns the System. After the takeover, the Company will always own the software located in the alarm panel, which contains the Company's proprietary data (the "Software").

**C. Sale.** The Company agrees to sell the System and the Customer agrees to pay for it. The Company will own the System until the Customer does so. After that, the Customer will own the System except for the Software located in the alarm panel, which the Company will always own.

**D. Lease.** **THE COMPANY AGREES TO LEASE THE SYSTEM TO THE CUSTOMER FOR AN INITIAL TERM OF THREE (3) YEARS FROM THE DATE OF THIS AGREEMENT AND THE CUSTOMER AGREES TO PAY THE COMPANY THE LEASE FEES. AFTER THE INITIAL TERM, THE LEASE WILL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE (1) YEAR TERMS. THE SYSTEM WILL ALWAYS REMAIN THE COMPANY'S PROPERTY.**

As soon as the Company reasonably can, it agrees to repair the System due to ordinary wear and tear. If there is any problem with the System which is not due to ordinary wear and tear, the Customer agrees to pay the Company to repair it at the Company's then-current charges.

At the end of the Lease, the Customer will return the System to the Company in good condition, except for ordinary wear and tear. If the Customer fails to do so, the Company can peacefully enter the Premises and remove the System, but the Company has no obligation to do so.

**E. Monitoring.** **THE COMPANY AGREES TO MONITOR SIGNALS FROM THE SYSTEM FOR AN INITIAL TERM OF THREE (3) YEARS FROM THE DATE OF THIS AGREEMENT. AFTER THE INITIAL TERM, THE MONITORING SERVICES WILL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE (1) YEAR TERMS OR FOR THE LONGEST PERIOD OF TIME PERMITTED BY APPLICABLE LAW, WHICHEVER IS LESS.** The Customer agrees to pay the Company the monitoring fees.

Monitoring services will begin when the System is installed and operational, and when the necessary communications connection is completed. The Customer agrees to give the Company a completed emergency contact list and to periodically update it as necessary. The Company is entitled to rely solely on the Customer's emergency contact list. Once the Company receives a signal, the Company will attempt to notify the agency(s) and/or person(s) identified on the Customer's emergency contact list. However, the Company will not notify anyone if it reasonably believes that notification is not required. The Company may, at its sole discretion, attempt to contact the Customer and/or anyone on the Customer's emergency contact list by telephone to confirm that the alarm is not false. The Company is not responsible for trying to contact anyone else. The person(s) identified on the Customer's emergency contact list are authorized to act on the Customer's behalf and the person(s) so

- AGREEMENT; SURVIVAL.** All of the terms and conditions of the Agreement, including, but not limited to, Sections 3 and 4, are hereby incorporated by reference as if fully set forth herein. Except as may otherwise be provided elsewhere in the Agreement or any SSE, the terms, provisions, covenants, representations, warranties and indemnities contained in the Agreement and any SSE which by their nature, sense and context survive or are expressly intended to survive the expiration or termination of the Agreement or any SSE (including, but not limited to, Sections 3 and 4 of the Agreement) will so survive and continue in full force and effect until they are satisfied or by their nature expire.
- TERM; TERMINATION.** With respect to the Premises described on this SSE, the original term of this SSE is three (3) years from the date first set forth above and will automatically continue for successive one (1) year terms unless canceled by either the Company or Customer in writing at least thirty (30) days before the end of the original term or any renewal term. If sites or additional equipment or services are added to this SSE by an amendment hereto, after the date hereof, the term of this SSE shall be extended for three (3) years from the date of such amendment and will automatically renew and continue for successive one (1) year terms unless canceled by either the Company or Customer in writing at least thirty (30) days before the end of such three (3) year term or any renewal term.
- AMENDMENT.** The parties may amend this SSE, from time to time, by written amendment duly executed by both Customer and the Company.
- ACCEPTANCE.** This SSE is not binding on the Company until the Company or its authorized officer signs it or begins installation or service.
- COUNTERPARTS; DELIVERY.** This SSE may be executed by the parties hereto in separate counterparts, electronic or otherwise, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have caused this SSE to be executed and delivered in duplicate as of the date first written above and represent that the persons whose signatures appear below are duly authorized to execute this Schedule of Services and Equipment.

**CUSTOMER:** Interlaken Town

Signature: \_\_\_\_\_  
(Authorized Signature)

Name: \_\_\_\_\_  
(Typed Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

designated are authorized to cancel an alarm prior to the notification of authorities.

The Customer understands that: (a) the System communicates with the monitoring facility over one or more transmission systems, such as POTS (plain old telephone system), VOIP, ADSL, DSL, broadband, cellular telephone, radio, Internet, etc.; (b) these transmission systems are beyond the control of the Company and are maintained and serviced solely by the applicable transmission system provider; (c) these transmission systems may not always be reliable; and (d) any changes made to these transmission systems may disrupt communications from the System and, without notice from the Customer, the Company will have no way to know of such problem. **THE CUSTOMER UNDERSTANDS THAT THE COMPANY AND/OR ANY THIRD PARTY MONITORING PROVIDER WILL NOT RECEIVE SIGNALS FROM THE SYSTEM IF THE CUSTOMER'S TRANSMISSION SYSTEMS ARE NOT WORKING PROPERLY OR IF CHANGES IN THE TRANSMISSION SYSTEMS PREVENT THE SYSTEM FROM COMMUNICATING WITH THE MONITORING FACILITY. THE CUSTOMER IS RESPONSIBLE FOR TESTING THE SYSTEM ON A WEEKLY BASIS, AS WELL AS IMMEDIATELY FOLLOWING ANY CHANGE TO ANY TRANSMISSION SYSTEM.** The Customer will immediately notify the Company of any problems with the System. The Customer understands that no form of monitoring is error-free. The Customer also understands that the Company is not responsible for any interruption of service due to any cause beyond the Company's control, such as faulty transmission systems, transmission systems that have been tampered with and/or any damage or destruction to the Company's equipment or facilities. The Company is not required to supply monitoring service to the Customer while such interruption continues.

**F. Repair.** The Company agrees to provide repair service to the System during the term of the Agreement for so long as the Customer pays the Company the repair fees. The Customer agrees not to allow anyone besides the Company's employees or agents to repair the System.

The Company will provide all labor, material and parts necessary to service the System due to defects in the System and ordinary wear and tear. The Company will do so as soon as it reasonably can during the Company's normal business hours. The Company's obligation to provide this service includes batteries in wireless devices and the control panel.

**G. Alarm or Key Response.** The Company will provide agent response for emergency purposes. Up to four (4) such responses will be provided each year. Excessive responses, wait time or Customer-caused alarms will be billed at the Company's then-current rates for such response and/or wait time. If there are excessive responses, the Company may notify the Customer of termination of this service. The Customer acknowledges that the Company's response agents do not have special police authority to arrest and may only act as ordinary citizens. If a response agent observes criminal activity, he will report it to the monitoring center or local police authorities. If the Company holds keys to the Premises, it is hereby authorized to enter and make visual inspection of the interior of the Premises or protected area. The Customer hereby authorizes the Company, at the Company's discretion, to cause the arrest of anyone found on the Premises without authority to enter and cause him to be held until released by the Customer or the Customer's representative.

**H. Time and Materials:** All repairs, including parts and labor, shall be at Customer's expense and shall be performed during Company's normal business hours. Service performed at other times shall be at Company's premium rate. Customer agrees to pay for all materials, parts and labor used for repairs, test or inspections, upon completion of work.

**COMPANY:** PEAK ALARM COMPANY, INC.

By: Love, Larry  
(Sales Representative)

Accepted: by: \_\_\_\_\_  
(Authorized Signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**THIS AGREEMENT IS NOT BINDING ON THE COMPANY UNTIL THE COMPANY OR ITS AUTHORIZED AGENT SIGNS AND ACCEPTS IT OR BEGINS INSTALLATION OR SERVICE.**

Peak Alarm Company, Inc.
ADDENDUM

Account #
CS #
Job #
Access #

Peak Alarm Company, Inc. (the "Company" or "Peak") and Interlaken Town (the "Customer") agree that a certain Alarm System Agreement ("Agreement") executed by Peak and the Customer on 11/11/2020, for services at 236 Luzern Road Midway UT 84049 is hereby amended this day of 11/11/2020. This Addendum is subject to the terms and conditions of the Agreement.

- 1. The following additional equipment and/or services ("Additional Work") shall be added to the Subscriber's Agreement:

Table with 2 columns: Quantity, Description of Equipment and Location and/or Services to be Provided. Row 1: 1, Add one lock that will allow to you to unlock the door remotely. Row 2: Note: Commercial doors may require additional hardware that would not be included in this price.

- 2. Subscriber agrees to pay Peak the sum of \$ 398.00 for the Additional Work, payable as follows: \$ as a deposit prior to commencing the work and the balance due in full upon substantial completion of the Additional Work.
3. Subscriber agrees to pay Peak a monthly fee of \$ 3.00 for the Additional Work, in addition to any periodic amounts already payable under the Agreement or prior Addendum.

Except as expressly set forth in this Addendum, all of the terms and conditions of the previously mentioned Agreement remain in full force and effect. Defined terms in the Agreement have the same meaning in this Addendum. Peak is not obligated under this Addendum until Peak's management approves and accepts by signing below.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed and delivered as of the date first written above and represent that the persons whose signatures appear below are duly authorized to execute this Addendum.

Customer: Interlaken Town

Company: Peak Alarm Company, Inc.

Signed by: Authorized Signature

Submitted by: Love, Larry Representative

Name: Printed Name

Approved by: Authorized Signature

Title:

Title:

Date:

Date:

**Subject:** LPR  
**Date:** Wednesday, November 11, 2020 at 4:27:59 PM Mountain Standard Time  
**From:** Larry Love <larry@peakalarm.com>  
**To:** Bart Smith <interlakenclerk@gmail.com>  
**Attachments:** Outlook-o4jmf52z.png

The license plate camera is a 7-22mm and should normally be mounted at car height for best results but if we mount it at say 12 feet high sometimes we get reflection issues off the road etc... The best distance is about 20-30 feet from where the LPR will read the car plate number at 30 feet using the 22mm lens you will see 6 feet accross and 4.5 feet high so if you have to mount it 60 feet away then your view would be 12 feet across and 9 feet high making it harder to get a plate number. The recorder will let you search by plate numbers as well so it is very cool.

If this quite a bit over your budget we can change the specs on the system and bid out a lower end entry level system.

### **Larry G. Love AET**

Commercial Systems

NICET #107204 -Fire Alarm Level II

Master Fire Alarm Tech AE034 Level III

Peak Alarm Company

**Direct (801) 428-1384**

**Cell (801) 898-6003**

[Larry@PeakAlarm.com](mailto:Larry@PeakAlarm.com)

[www.peakalarm.com](http://www.peakalarm.com)

1534 S Gladiola St

Salt Lake City, UT. 84104





**Subject:** FW: Bids 824 and 825  
**Date:** Monday, December 7, 2020 at 3:16:09 PM Mountain Standard Time  
**From:** Bart Smith <interlakenclerk@gmail.com>  
**To:** Bart Smith <interlakenclerk@gmail.com>  
**Attachments:** image001.png

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**From:** Larry Love <larry@peakalarm.com>  
**Date:** Monday, December 7, 2020 at 9:51 AM  
**To:** Bart Smith <interlakenclerk@gmail.com>  
**Subject:** Re: Bids 824 and 825

Thank you for responding.

Q: I'm wondering if you could give me a more detailed breakdown of the costs for these 2 bids.

A: We normally don't do breakouts but you can see the difference in the price from the one camera system to the other is the cost for the wireless equipment.

The verifocal cameras cost about \$131 more than the normal fixed cameras and the LPR license plate cameras cost just over \$400 more than the verifocal.

Q: For example if we didn't purchase the more expensive license plate camera, what savings would we have.

A:(see above)

Q: Also, isn't there any type of shielded CAT5 cable that we could use in the same conduit as our power?

A: (Code will not allow low voltage cable to be ran in conduit with high voltage)

Shielded cable often causes more issues than it solves, for voice or speakers it helps as long as the drain wires are tired in properly otherwise it makes a large antenna.

Q: The conduit is 3" in diameter, large enough to carry power plus a large sheathed cable.

A: You may find a contractor that will do that for you although Peak won't do it since it is against code.

Q: The additional expense of going wireless, along with the uncertainty of the signal makes me wonder if there's another alternative. We've already buried the current conduit for power and can't really afford to dig another trench for the CAT5

A: Wireless technology can be interfered with depending on what is in the area like a news truck or if someone installs other equipment nearby so yes your concerns are valid because things can change.

Q: I'm also wondering about monthly charges – we don't need surveillance, just remote access to cameras and alerts for high/low temperatures.

Also, as we discussed, we'd like to enable remote door entry. The town is never excited about monthly contractual payments going forward. They'd prefer we pay upfront and monitor things ourselves.

A: The monthly charges are for security monitoring and cellular. There are no monthly charges for the camera and the app is free. We do offer monitoring for the cameras although the cost is quite expensive. The door locks that tie to this security system are residential type, the commercial door entry systems are over 2500 per door plus a monthly fee.

A: Let me know what additional questions you have and we can discuss them.

Sincerely,

## **Larry G. Love AET**

Commercial Systems

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Salt Lake City, UT. 84104



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**From:** Bart Smith <interlakenclerk@gmail.com>

**Sent:** Sunday, December 6, 2020 3:34 PM

**To:** Larry Love <larry@peakalarm.com>

**Subject:** Bids 824 and 825

Hi Larry –

Sorry for the delay. We have a council meeting tomorrow (Monday) at 6:30 pm and I'm trying to get a bit more info. I'll present at the meeting.

I'm wondering if you could give me a more detailed breakdown of the costs for these 2 bids. For example if we didn't purchase the more expensive license plate camera, what savings would we have.

Also, isn't there any type of shielded CAT5 cable that we could use in the same conduit as our power? The conduit is 3" in diameter, large enough to carry power plus a large sheathed cable. The additional expense of going wireless, along with the uncertainty of the signal makes me wonder if there's another alternative. We've already buried the current conduit for power and can't really afford to dig another trench for the CAT5.

I'm also wondering about monthly charges – we don't need surveillance, just remote access to cameras and alerts for high/low temperatures. Also, as we discussed, we'd like to enable remote door entry. The town is never excited about monthly contractual payments going forward. They'd prefer we pay upfront and monitor things ourselves.

Again, sorry for the late response. I've been quite busy with other matters, but do want to continue to look at our options.

Thanks,  
Bart Smith  
Interlaken Town Clerk  
(435) 565-3812