

Billing Address:



Serving Washington, Oregon, California and Idaho

Please Send Remittances To Our Corporate Office:

6200 SW Virginia Ave. #101 Portland, OR 97239

503-977-2112 Toll Free: 1-866-707-1110

Fax: 503-452-0517

Shipping address:

**Sales Order**

Quote # 12663

Date: 11/19/2006

This quote valid for 15 days

Salesperson:

Qty	Description	Price	Extend
	Ballard Eyemax Digital Video Security System		
1	Ballard Eyemax Digital Video System: 4 Channels, 200GB, 120 Frames Per Second, CD burner	\$1,595.00	\$1,595.00
4	High resolution color cameras 480 TV Lines (indoor dome cameras may be substituted at same price)	\$265.00	\$1,060.00
4	2.8-10mm auto iris variable focus lenses	\$85.00	\$340.00
4	Camera mounts	\$29.00	\$116.00
1	4 port power supply for cameras	\$155.00	\$155.00
1	Uninterruptible power supply to protect system	\$145.00	\$145.00
1	17" High Resolution LCD Color Monitor	\$275.00	\$275.00
2	12" red and white "Video on Premises" signs	n/c	\$0.00
1	System setup and customer training	\$345.00	\$345.00
1	Install cable, power supply, cameras, lenses, mounts, optimize views	\$1,495.00	\$1,495.00
	Lease for \$131 per month, plus taxes 60 month lease, \$1 residual \$362 downpayment, OAC		
	This is a fully supported, turnkey system, complete and installed, with training. Powered by Eyemax Digital Video Systems.		
	Options:		
	Hard Drives: Total of 400 GB, add....\$395		

For satisfactory remote viewing performance you must have high speed communications service at your host and remote locations.

Sub-Total	\$5,526.00
Tax	
<b>Total</b>	<b>\$5,526.00</b>

Ballard Security \_\_\_\_\_ Date \_\_\_\_\_

I have read and understand the terms and conditions on the following pages.

Accepted by \_\_\_\_\_ Date \_\_\_\_\_

Qty	Description	Price	Extend
	<p>Full range of options available upon request.</p> <p>Terms:            50% deposit with order            Balance due upon installation</p> <p>Plus State Sales Tax if applicable</p> <p>Delivery and Installation: 2-3 weeks from receipt of order</p> <p>Note:</p> <p>Customer is responsible for providing access (clear route for pulling cable) at customers expense.</p> <p>Additional installation charges:</p> <p>Change orders, conduit, electric outlets, trenching, aerial runs, core drilling, installation of posts or poles, asphalt or concrete work, direct burial or plenum rated cable, run lengths over 100', working heights above 12', manlift rentals, computer network services, remote client software installations at additional locations and electrical permits will be additional charges.</p>		



1. **TITLE, DELIVERY, INSTALLATION & SECURITY** Equipment installation by Ballard Security Inc. does not include the supply or installation of necessary conduit to operate the Equipment for which Subscriber shall be solely responsible, unless included in this quotation. Subscriber shall also supply all electrical outlets, adequate power and suitable space in a controlled environment to enable installation and operation of the Equipment by Ballard Security Inc.. Title to the Equipment shall pass to Subscriber upon delivery, subject to a purchase money security interest that Subscriber hereby grants to Ballard Security Inc., in addition to any applicable statutory lien, which shall be effective until Ballard Security Inc. receives payment in full. If Subscriber defaults in payment, Ballard Security Inc. may, in addition to all other remedies, without notice, demand or bond, exercise the rights of a secured party under the laws of the state where the Equipment is located. Subscriber agrees to execute and return to Ballard Security Inc. any financing statement or other document and any filing fees required by applicable law in order to perfect Ballard Security Inc.'s security interest in the Equipment. Subscriber grants Ballard Security Inc. a limited power of attorney to execute and file any financing statement necessary to perfect Ballard Security Inc.'s security interest in the Equipment and any proceeds thereof, which power is coupled with an interest and irrevocable.

2. **SERVICE** Subscriber shall make service requests to Ballard Security Inc. as required. Ballard Security Inc. shall at all times use reasonable efforts to make service calls promptly after receipt of a request from Subscriber. Subscriber shall give Ballard Security Inc. unrestricted access to the Equipment during Subscriber's normal business hours for the purpose of performing Service. If Service is required due to failure to follow maintenance procedures, shipping or moving the Equipment, or any other act or omission outside of the ordinary and proper use of the Equipment by Subscriber, its employees, agents or invitees, then Subscriber shall pay Ballard Security Inc.'s usual and customary repair charges for such service, equipment, and parts. Subscriber shall be solely responsible for the replacement cost of any Equipment which Ballard Security Inc. determines is not feasible to repair because of extensive damage, obsolescence of a part or unavailability of parts for a reasonable cost.

3. **OTHER CHARGES AND FEES** Unless otherwise set forth on the front page of the Agreement, the balance of the Equipment Purchase Price, installation fees and any other one-time fees are due and payable upon the Installation Date. Late payments shall be subject to an interest charge at the maximum rate permitted by law. Subscriber shall be solely responsible for taxes and other charges assessed by any governing authority on the purchase or maintenance of the Equipment.

4. **SALE OR CHANGE OF SUBSCRIBER'S BUSINESS** No sale, transfer, closing or change in location of Subscriber's business shall reduce, eliminate or otherwise affect its obligations under the Agreement. Subscriber shall not assign the Agreement or any of its obligations hereunder without the prior written consent of Ballard Security Inc..

5. **REMEDIES UPON SUBSCRIBER DEFAULT** Default in payment or violation of any terms of this Agreement by Subscriber shall cause the entire contract balance, including past due amounts, to become immediately due and payable to Ballard Security Inc. as liquidated damages. Ballard Security Inc. shall also have the right to immediately cease providing Service without notice. Subscriber shall reimburse Ballard Security Inc. for all costs and expenses, including reasonable attorney's fees and costs, incurred in connection with Ballard Security Inc.'s exercise of its rights under the Agreement.

6. **WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOST SAVINGS) EVEN IF SUCH DAMAGES WERE FORESEEABLE OR A PARTY WAS ADVISED OF SUCH DAMAGES. BALLARD SECURITY INC. DOES NOT REPRESENT OR WARRANT THAT THE EQUIPMENT WILL OPERATE WITHOUT INTERRUPTION OR ERROR-FREE OR THAT THE EQUIPMENT WILL PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM WHICH WERE INTENDED BY SUBSCRIBER TO BE MONITORED BY THE EQUIPMENT. THE FEES PAYABLE TO BALLARD SECURITY INC. UNDER THE AGREEMENT ARE BASED ON THE VALUE OF THE EQUIPMENT AND MAINTENANCE SERVICE PROVIDED BY BALLARD SECURITY INC. AND BALLARD SECURITY INC.'S LIMITATION OF LIABILITY SET FORTH IN THIS SECTION 6. NEITHER PARTY INTENDS FOR BALLARD SECURITY INC. TO ASSUME THE RISK OF LIABILITY RESULTING FROM OCCURRENCES OR CONSEQUENCES THEREFROM THAT WERE INTENDED BY SUBSCRIBER TO BE MONITORED BY THE EQUIPMENT, EVEN IF THERE IS A DEFICIENCY IN THE EQUIPMENT OR MAINTENANCE SERVICE. ACCORDINGLY, SUBSCRIBER HEREBY RELEASES BALLARD SECURITY INC., ITS PARENT COMPANY, AFFILIATES AND SUBSIDIARIES (COLLECTIVELY, "BALLARD SECURITY INC. PARTIES") NOW AND FOREVER FROM ANY LIABILITY FOR LOSS OR INJURY (INCLUDING WITHOUT LIMITATION LOSS OF OR DAMAGE TO REAL OR PERSONAL PROPERTY AND INJURY TO OR DEATH OF ANY PERSON) DIRECTLY OR INDIRECTLY ARISING FROM ANY OCCURRENCE OR CONSEQUENCE THEREFROM WHICH SUBSCRIBER INTENDED TO BE MONITORED WITH THE EQUIPMENT OR FROM ANY DEFICIENCY IN THE EQUIPMENT OR MAINTENANCE SERVICE. IF ANY PERSON NOT A PARTY TO THE AGREEMENT MAKES ANY CLAIM AGAINST A BALLARD SECURITY INC. PARTY DIRECTLY OR INDIRECTLY RELATING TO THE EQUIPMENT OR MAINTENANCE SERVICE, SUBSCRIBER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS SUCH BALLARD SECURITY INC. PARTY AGAINST SUCH CLAIM, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES. BALLARD SECURITY INC. WARRANTS THAT THE EQUIPMENT SHALL BE FREE FROM MATERIAL DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM THE DATE OF PURCHASE. BALLARD SECURITY INC.'S ENTIRE LIABILITY UNDER THIS WARRANTY AND CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY IS THE REPAIR OR REPLACEMENT OF DEFECTIVE PARTS OF THE EQUIPMENT AS DETERMINED BY BALLARD SECURITY INC. IN ITS SOLE DISCRETION.



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SUBSCRIBER MAY OBTAIN WARRANTY SERVICE BY CALLING BALLARD SECURITY INC. SYSTEMS OPERATIONS CENTER AT 866-707-1110 OR BY SUCH OTHER MEANS AS DESIGNATED BY NOTICE FROM BALLARD SECURITY INC.. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED BY LAW, AND BALLARD SECURITY INC. HEREBY DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN NO EVENT SHALL BALLARD SECURITY INC.'S LIABILITY TO SUBSCRIBER FOR ANY LOSS OR DAMAGE FOR ANY CAUSE WHATSOEVER REGARDLESS OF THE FORM OF ACTION EXCEED THE AMOUNTS RECEIVED BY BALLARD SECURITY INC. DURING THE IMMEDIATELY PRIOR SIX MONTHS FOR EQUIPMENT AND SERVICES. NO CLAIM SHALL BE BROUGHT AGAINST BALLARD SECURITY INC. MORE THAN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. BALLARD SECURITY INC. MAKES NO REPRESENTATIONS THAT IDENTIFICATION OF PEOPLE, FACIAL RECOGNITION, OR LICENSE PLATE NUMBERS WILL BE POSSIBLE. BALLARD SECURITY INC. ALSO MAKES NO REPRESENTATIONS REGARDING THE STABILITY OF THE MICROSOFT® WINDOWS OPERATING SYSTEM.

7. FORCE MAJEURE Ballard Security Inc. shall not be liable for any delay or failure to perform its obligations hereunder due to Acts of God, strikes, emergencies, regulatory or other governmental action, power failure, lack of transportation, a breach of the Agreement by Subscriber or any other cause beyond Supplier's control, even if such events were foreseeable.

8. GENERAL Notices given hereunder shall be in writing and sent by a nationally recognized overnight delivery service or certified mail, postage prepaid, to the Subscriber contact noted above and to Ballard Security Inc. at 6200 SW Virginia Ave #101, Portland, OR 97239. The Agreement shall be governed by the laws of the state of Oregon (excluding its conflict of laws provisions); however Ballard Security Inc. may enforce the provisions of the Agreement in accordance with the laws of the jurisdiction in which the Equipment is located. The Agreement constitutes the sole and entire understanding between the parties with respect to the subject matter hereof and supersedes all prior conversations, representations and promises, verbal and written. No modification of the Agreement shall be valid unless made in writing and signed by each party. If any provision shall be held invalid or unenforceable, in whole or in part, then such invalidity shall attach only to such provision, or part thereof, and shall not affect any other clause or provision. Ballard Security Inc. may assign this Agreement, in whole or in part, to any third party.

9. REMOTE VIEWING OPTION All applicable phone dial-up or network connections are responsibility of client and must be installed and working at the time of CCTV installation or other charges may apply. Client is responsible for providing a working DSL/CABLE connection to the Digital Video Recorder. Additional charges will apply for any revisits to the client site due to incomplete or incorrect DSL/CABLE configurations. Client is responsible for understanding the Authorized Usage Policy of their DSL/CABLE provider. If Client fails to have DSL/CABLE service working at the time of Installation, Client will not withhold payment from Ballard Security Inc. for this reason.

10. SYSTEM RESPONSIBILITY After 1 week of stable operation, we will provide passwords if requested, to allow customer to take over administration of system. Customer will accept full responsibility for maintenance and administration of system. Any requests made by customer, related to the administration of system, that require service/support from us, will be billed at our prevailing standard hourly rates.

11. SUBCONTRACTING & EQUIPMENT RENTALS Any subcontracting portions of job such as electrical, core drilling, excavating, asphalt, etc., will be charged at cost plus our 15% management fee. Any major equipment rentals, such as manlifts will be charged to customer at actual cost of rental plus pick up and delivery fees.

12. CUSTOMER PROVIDED SUBCONTRACTING AND MATERIALS If customer chooses to provide subcontracting services such as electrical, core drilling, excavating, asphalt, etc. these portions of job must be completed before our technicians arrive at job site. If these portions of job are not completed, we may bill for time and travel expenses. Any time and materials that we provide, to correct/modify customer provided work, will be billed at our prevailing rates.

13. FREIGHT & SHIPPING Freight & shipping charges will be passed on to customer at our cost.

14. THIRD PARTY SOFTWARE No client installed third party software is permitted on our supplied servers. Failure to comply will void any warranties or service, support agreements.

15. THIRD PARTY SERVICE CONTRACTORS Ballard Security reserves the right to provide service through third party contractors.

16. LATE FEES AND CHARGES 12% APR interest will apply to all late payments.

17. RELOCATING CAMERAS AND SERVERS Customer will be charged prevailing rates for relocating cameras or server or any other components of system.

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