PROPOSAL/AGREEMENT

APPLE VALLEY COMMUNICATIONS, INC.

~~21805~~ 21845 HIGHWAY 18 • P.O. BOX ~~554~~ 787 • APPLE VALLEY, CA 92307
CA LIC. NO. 542642 • ALARM NO. LA003056
(760) ~~(619)~~ 247-2668

This Agreement is made this 1st day of December 2011 by and between Apple Valley Communication, Inc. (herein referred to as Company) and Palo Verde Comm. College (Subscriber). Location of Subscriber's Premises Whole Campus / Blythe, CA

Subject to the terms and conditions hereinafter set forth, and acceptance of this proposal within ten (10) days, Company agrees to ☐ sell ☐ lease to Subscriber and/or to ☐ install ☐ dispatch service ☐ repair services ☐ per call repair service ☐ maintain ☒ central station monitoring services at ☒ commercial ☐ residential ☐ takeover signaling system ("System"), consisting of the equipment specified on the attached Rider which is incorporated herein by reference. Note: Equipment design is subject to change by the manufacturer. Company's obligation is subject to the continued availability from the manufacturer of the equipment. Subscriber understands that additional equipment, at additional cost, can provide increased detection ability.

1. Subscriber agrees to pay Company, without set-off or reduction, the sum of N/A ($ N/A) for the installation (and sale if System sold) of the System as follows: (a) $ N/A Upon signing this Agreement; (b) $ N/A Upon prewiring, if necessary; (c) $ N/A Upon substantial completion of installation.

2. Subscriber agrees to pay Company, without set-off or reduction, the sum of thirty-five ($ 35.—) for the lease of the system, dispatch service, repair services, maintenance, and/or central station monitoring service, as checked above, prepaid monthly to monthly for this Agreement shall automatically, without action by either party, extend and renew itself under the same terms and conditions for successive periods of one year each, after the initial period unless either party gives to the other at least thirty (30) days written notice, prior to expiration date, of intention to terminate this Agreement upon its original or any renewed expiration date. Time is of the essence with regard to this paragraph.

3. **SUBSCRIBER AGREES AND UNDERSTANDS: THAT COMPANY IS NOT AN INSURER AND THAT INSURANCE COVERING PERSONAL INJURY, INCLUDING DEATH, AND REAL OR PERSONAL PROPERTY LOSS OR DAMAGE IN, ABOUT OR TO THE PREMISES SHALL BE OBTAINED BY THE SUBSCRIBER; THAT COMPANY, EXCEPT AS SET FORTH HEREIN, MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE; THAT THE EQUIPMENT AND SERVICES ARE DESIGNED TO REDUCE, BUT NOT ELIMINATE, CERTAIN RISKS OF LOSS AND THAT THE AMOUNTS BEING CHARGED BY COMPANY ARE NOT SUFFICIENT TO WARRANT OR GUARANTEE THAT EITHER NO LOSS OR DAMAGE WILL OCCUR OR INCREASED LOSS OR DAMAGE WILL NOT OCCUR; THAT COMPANY IS NOT LIABLE FOR ANY LOSS OR DAMAGE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUS WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT EVEN IF DUE TO THE IMPROPER PERFORMANCE OF AND/OR FAILURE TO PERFORM OF THE EQUIPMENT, OR BREACH OF CONTRACT, EXPRESS OR IMPLIED, OR BREACH OF WARRANTY, EXPRESS OR IMPLIED, OR BY LOSS OR DAMAGE TO FACILITIES NECESSARY TO OPERATE THE SYSTEM OR ANY CENTRAL STATION; THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF COMPANY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE, REAL OR PERSONAL, WHICH IS IN CONNECTION WITH, ARISES OUT OF OR FROM, OR RESULTS FROM THE DESIGN, SALE, LEASE, INSTALLATION, REPAIR, INSPECTION, TEST, SERVICE, MAINTENANCE, REMOTE PROGRAMMING OR MONITORING OR ANY EQUIPMENT OR SYSTEM, AND/OR THE DISPATCH OF INDIVIDUALS TO THE PREMISES, AND/OR THE FAILURE OR FAULTY OPERATION OF THE SYSTEM OR EQUIPMENT, AND/OR THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF COMPANY AND/OR ITS AGENTS, SERVANTS, EMPLOYEES, SUPPLIERS OR SUBCONTRACTORS, INCLUDING, WITHOUT LIMITATION, ACTS, ERRORS OR OMISSIONS WHICH OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT, AND/OR ANY CLAIM(S) BROUGHT IN PRODUCT OR STRICT LIABILITY, AND/OR BREACH OF WARRANTY, EXPRESS OR IMPLIED, AND/OR BREACH OF CONTRACT, EXPRESS OR IMPLIED, AND/OR FOR CONTRIBUTION OR INDEMNIFICATION, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE AND/OR CONSEQUENTIAL DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF $250.00, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AND THIS LIABILITY SHALL BE EXCLUSIVE.**

IN THE EVENT THAT THE SUBSCRIBER WISHES TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY/LIQUIDATED DAMAGES, SUBSCRIBER MAY, AS A MATTER OF RIGHT, OBTAIN FROM COMPANY A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT FOR THE INCREASE IN SUCH LIMIT OF LIABILITY, BUT THIS HIGHER LIMITATION SHALL IN NO WAY BE INTERPRETED TO HOLD COMPANY AS AN INSURER.

4. Company shall have the right to increase the charge(s) provided in paragraph 2 (except as to the rental fee until the end of the original term) at any time or times after the expiration of one year from the date service is commenced under this Agreement upon giving Subscriber written notice thirty (30) days in advance of the effective date of such change. If Subscriber is unwilling to pay any revised charge, subscriber must notify Company in writing twenty (20) days prior to the otherwise effective date of the change that this Agreement will be terminated on the effective date of the change unless Company rescinds the change, and thereafter Company may elect to resume the charge of the previous term thereby binding the Subscriber to the full term of this Agreement. Time is of the essence with regard to this paragraph.

5. Subscriber understands that transmission of signals from the devices with which the System is equipped ("devices") and/or the System may be via radio telemetry, satellite transmission or wire (telephone circuits) and that alternative or additional protection can be installed at subscriber's request and expense. Subscriber further understands that for equipment which transmits signals via the telephone circuit there are various types of telephone line service, including direct wire, McCulloh Loop, Multiplex, etc., and the devices are not installible and subscriber specifically acknowledges that Company does not represent or warrant that the devices, System or the transmission of signals from the devices or the System via satellite transmission, radio telemetry or telephone line service may be interrupted, circumvented or compromised. In addition: Subscriber understands that a digital central station communicator is a non-supervised reporting device which requires the telephone equipment, connection to the telephone network and the telephone line ("Telephone Equipment") to be compatible and operative with the System for a signal to be transmitted by the System and/or received by the central station. If the Telephone Equipment is not compatible or operative there is no indication of this fact at the central station and no signal can be received by the central station while the Telephone Equipment remains incompatible or inoperative. Subscriber further understands that satellite transmissions, radio telemetry and radio frequency transmissions may be impaired or interrupted by atmospheric conditions, including, without limitation, sun spots, electrical storms, power failures or other conditions and events beyond the control of Company and that if satellite or radio transmissions are interrupted there is no indication of this fact at the central station and no signal can be received by the central station while the interruption continues.

6. Subscriber does hereby for him/her/itself and all parties claiming under him/her/itself release and discharge Company from and against all hazards covered by insurance or bond, including all deductibles and retained limits as well as loss or damage in excess of policy limits. It is expressly understood and agreed that no insurance company, insurer, or bonding company or their successors or assigns shall have any rights created by a Loan Agreement, Loan Receipt, or other like document or procedure, or any right of subrogation against Company.

7. Subscriber agrees to indemnify, defend and hold harmless Company from and against all claims, demands, liabilities, damages, losses, expenses, including attorneys fees and lawsuits, which may be asserted against or incurred by Company by or due to any person not a party to this Agreement, including Subscriber's insurance or bonding company, for any expense, loss or damage including, but not limited to, statutory civil damages, personal injury, death and/or property damage, real and/or personal, arising out of the design, sale, lease, installation, repair, service, dispatch, maintenance, monitoring, recording of communications, operation or non-operation of the equipment, whether due to the sole, joint or several negligence of Company or its agents, servants, employees, suppliers, or subcontractors, breach of contract, express or implied, breach of warranty, express or implied, product or strict liability, and/or any claim for contribution or indemnification, whether in contract, tort or equity. Notwithstanding anything contained herein to the contrary, this paragraph shall not apply to claims for loss or damage occurring while an agent or employee of Company is on Subscriber's premises and caused directly and solely by the negligence of the agent or employee of Company, provided, however that this exception shall be linked to the amount of proceeds received from Company's insurance policy(ies) applicable to the claim or action.

8. In order that Company may perform the services set forth herein, Subscriber agrees to provide Company with unrestricted access to the Premises and to permit installation, repair, service and/or maintenance in accordance with Company's written proposal, if any, which is incorporated herein by reference, and Company's standard practices. Company reserves the right to substitute equipment of equal or better performance at its discretion. Subscriber acknowledges that Company has no knowledge of existing hidden pipes, wires or other like objects within walls, floors, ceilings and other concealed spaces, and it is Subscriber's obligation to advise Company of such hidden objects, failing which Company shall have no liability whatsoever for any damages, losses or expenses for personal injury, including death, or to real or personal property caused by or involving such hidden objects during installation, repair, service or maintenance of the System, even if due to the active or passive, sole, joint or several negligence of Company and/or its agents, servants, employees, suppliers or subcontractors. Company makes no representation, promise, warranty or guarantee of delivery and installation of equipment or commencement of services by any particular date, and Subscriber agrees that Company shall have no liability for any loss, damage or expense to Subscriber, including any direct, special, incidental or consequential damages sustained by Subscriber due to any delay in delivery, installation, commencement or completion of services. In the event Subscriber is responsible for any unexcused delay in installation of equipment, Company may, at its sole option, increase the price set-forth in paragraph 1 by ten (10%) per cent per delay, as liquidated damages and not as a penalty, or terminate this Agreement pursuant to paragraph 12 hereof.

9. (a) Title to all equipment shall remain at all times in Company unless sold and until fully paid. Company shall have a security interest in the equipment sold hereunder until it is fully paid, and Subscriber agrees to perform all acts which may be necessary to assure Company's security interest in the equipment. Should Subscriber default in any payment for the equipment (sale or lease), Subscriber authorizes and empowers Company to remove the equipment from the premises, to disconnect the equipment, to render the equipment incapable of communicating with its Central Station by direct or remote programming the removal or deletion of data inputted by Company for operation of the System or through any means and to enforce any and all of Company's rights as a secured party under the Uniform Commercial Code and the exercise of such rights shall not be deemed a waiver of Company's right to damages sustained as a result of Subscriber's default, and Company shall have the right to enforce all other legal remedies or rights. Furthermore, Company shall be in no way obligated to repair, restore, or redecorate the premises in the event the equipment is removed as a result of Subscriber's breach of this Agreement. Company shall in no event be liable for direct, special, incidental or consequential expense, loss or damage to the Subscriber resulting from the exercise of such rights, whether due to the sole, joint or several negligence of Company, its agents, servants, employees, suppliers or subcontractors, and Subscriber hereby releases Company for all such foregoing expense, loss and damage incurred by the Subscriber in this regard. Risk of loss or damage to the equipment shall pass to Subscriber upon delivery to the premises. Subscriber agrees that the equipment, upon installation, shall remain personal property and in no event shall be deemed to be realty, whether affixed to the premises or not.

(b) Upon termination of monitoring services for any reason, the receipt of signals from "run away" Systems, Systems which excessively signal Company's Central Station without apparent reason or Premises or Systems not under contract with Company, Subscriber empowers and authorizes Company to refrain from monitoring the System and/or to render the equipment incapable of communication with its Central Station by direct or remote programming the removal or deletion of data inputted by Company for operation of the System or through any other means without any liability to Subscriber, and Subscriber hereby releases Company for all general, special, incidental and consequential expense, loss and damage to Subscriber, whether due to the sole, joint or several negligence of Company, its agents, servants, employees, suppliers or subcontractors. If Subscriber prevents Company from exercising its rights under this Section, Subscriber agrees to pay to Company the sum of Fifty ($50.00) Dollars for each signal from the Premises received by the Central Station, as liquidated damages and not as a penalty, plus all damages, losses, costs and expenses including, without limitation, reasonable attorneys' fees and court costs incurred by Company as a party in any action at law or in equity arising out of this Section.

SUBSCRIBER SPECIFICALLY ACKNOWLEDGES AND ACCEPTS PARAGRAPHS 3 & 7 HEREOF. TERMS AND CONDITIONS ON THE REVERSE SIDE ARE AN INTEGRAL PART OF THIS CONTRACT. SUBSCRIBER ACKNOWLEDGES RECEIPT OF A COPY OF CONTRACT. READ THE FRONT AND REVERSE BEFORE SIGNING.

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRITION ON THE FACE OR REVERSE HEREOF, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PRATICULAR PURPOSE.

YOU, THE BUYER (CONSUMER TRANSACTIONS ONLY), MAY CANCEL THIS TRANSACTION PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed or caused this Agreement to be executed on the date first above written.

APPLE VALLEY COMMUNICATIONS, INC.

By: _____
Sales Representative

Approved: Kelly Ruddock
Authorized Representative

SUBSCRIBER

_____

Denise Whittaker
Interim Supt./President