



SECURITY, FIRE & AUTOMATION SOLUTIONS FOR HOME AND BUSINESS

PREPARED FOR:  
Academy for Integrated Arts  
Tricia DeGraff

December 20, 2023

## NVR upgrade

Document Number:  
13059-1-0

By Shaunn Jastrzembski  
Sales Design Consultant  
(913)-825-0218



## ABOUT ATRONIC ALARMS

Atronic Alarms is one of the largest, locally owned and operated security companies in the Midwest. For nearly 40 years our mission has been to provide clients with the highest quality of integrated security and A/V solutions, installed by certified professionals and backed with award-winning customer service.

Atronic Alarms offers the following commercial and residential systems and services:

- Security and Fire Systems
- A/V & Smart Home Automation
- Camera Systems
- Access Control
- Intercom Systems
- Medical Alert Systems
- Remote Apps & Interactive Control
- Central Station Monitoring
- 24-Hour Service Department
- Maintenance and Inspections

## SCOPE OF WORK

**This agreement is for** the replacement of the network video recorder that has stopped recording images from the cameras. All the devices in this agreement are from the last quote I provided for the complete system upgrade. This will allow for us to do everything that we have discussed when the time comes without having to replacing anything in this agreement, so you are not buying things twice.

### Included in this agreement:

- 64 Channel NVR that will replace the existing recorder.
- 10TB Hard Drive for collecting and storing video from the cameras
- 16 Port POE+ Network switch to connect and power the cameras
- 12 Connecting all the existing cameras for recording
- 4 Licenses for Turing Vision AI cloud service
- Install, program, and train on use

**Turing Vision** is a cloud based platform that greatly improves security for your staff and students. This is done by keeping staff informed at all times of activity as it is happening allowing for a real time reaction to stop or prevent incidents. The system has advanced analytics that utilize facial recognition or can detect people, vehicles, license plates, and intrusion. The functionalities can generate a person or vehicle of interest alert and notification. These notifications will allow for a reaction to issues while they are happening but also to prevent them from happening. With this system being cloud based all video can be found, uploaded, stored for later use, or shared without having to be on site. No longer will hours be spent trying to find video of an incident. All video can be found within seconds with the advanced search feature. The cloud service also provide health alerts to inform you when the system or part of the system is not working. This keeps the system working at all times and prevents the issue you had with the old nvr. Turing Vision provides updates for free that they add every 90 days so that your system is working with the latest firmware and software to keep it working at all times.



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## PROJECT INFORMATION:

### Academy for Integrated Arts

**Academy for Integrated Arts**  
Tricia DeGraff  
7910 Troost  
Kansas City, MO 64131

*Sold to/Billed To:*  
**Academy for Integrated Arts**  
PO Box 34781  
Bethesda, MD 20827

**Primary:** (816) 444-1720

**Mobile:** (816) 686-2147

**E:** tricia.degraff@afiakc.org

## Schedule of Equipment and Services:

### NVR

#### Equipment:

QTY	Description	Location
1	64 Channel NVR With Bridge	
1	10TB Purple Sata Drive	

#### Monthly Recurring Services:

Description	Billing Frequency	Monthly Price
Turing Core AI License	Monthly	\$10.00

### Network Switch

#### Equipment:

QTY	Description	Location
1	16-Port Gigabit POE+ Switch, 246Wm 32Gbps	

### Connect Existing Cameras

#### Equipment:

QTY	Description	Location
12	Connect and Test Existing Device	Interior Cameras: (6)- Lobby/Office, Reset Room, Conference, Gym, West Hallway, East Hallway, Exterior: (6)- North Drive, Mid Drive, Playground, Playground Door, Northwest Door, Northeast Door,

## FINANCIAL SUMMARY

**Total Installation** **\$3,966.14**

**Total Monthly Recurring Services** **\$40.00**

*\*Taxes and permit fees (if any) are not included.*



## INSTALLATION, SERVICE AND MONITORING AGREEMENT

SUBSCRIBER NAME: Academy for Integrated Arts

Date: 12/20/2023

SUBSCRIBER PREMISES: 7910 Troost, Kansas City, MO 64131

**1. AGREEMENT:** ATRONIC ALARMS, INC. ("AA") will sell, install, monitor, and program at Subscriber's premises (the "Premises"), and Subscriber will buy, an electronic security and/or fire alarm system pursuant to the terms of this Agreement and as described on the attached Schedule of Equipment and Services (the "System"), which is incorporated herein and made part of this Agreement. The Schedule of Equipment and Services also describes any additional services being provided by AA to Subscriber pursuant to terms of this Agreement.

Total Installation Charge\*: \$3,966.14

Total Monthly Recurring Services\*: \$40.00

\*Taxes and permit fees (if any) not included.

**2. INITIAL TERM / RENEWAL / RATE INCREASE / INVOICING:** This Agreement will be for an initial term of 3 year(s) and will then automatically renew annually, or for an alternate renewal period if required by law, until terminated. To terminate the Agreement, either party must notify the other party in writing by first class mail or a confirmed e-mail no later than 30 days before the end of the then-current term. Beginning one year after the date of this Agreement, AA may increase the Total Monthly Recurring Services payable by Subscriber by an amount not to exceed nine percent each year. AA may invoice Subscriber in advance monthly, quarterly, semi-annually, or annually at AA's option.

**3. EARLY TERMINATION:** If Subscriber defaults in any payment or charges payable to AA, then (i) the balance of the payments to AA by Subscriber for the remaining term of this Agreement will immediately become due and payable; (ii) Subscriber shall be liable for 80% of that balance as liquidated damages; and (iii) AA may terminate all of its services, including, but not limited to, monitoring services, under this Agreement and remotely re-program or delete any programming without relieving Subscriber of its obligations under this Agreement.

**4. SYSTEM AND SYSTEM SOFTWARE:** Subscriber shall not permit any equipment not provided by AA to be attached to the System without AA's written consent. While the System is the personal property of Subscriber, the software programmed into the System is the intellectual property of AA. AA therefore may, at its option, provide Subscriber with the passcode to the CPU software or reset the passcode to the manufacturer's default code. Unauthorized use of the software, including derivative works, is strictly prohibited and may violate federal copyright laws and Title 17 of the United States Code, and therefore subject the violator to civil and criminal penalties. The System is personal property and will therefore not be considered a fixture or part of the real property on which the System is installed.

**5. MONITORING:** When a signal is received from the System, AA or its designee monitoring center (the "Monitoring Center") will make every reasonable effort to notify Subscriber and the appropriate municipal authority. Not all signals require notification to the authorities, including supervisory, loss of communication pathway, trouble, or low-battery signals. Subscriber shall provide AA, in writing, with a list of names and telephone numbers of those persons that should be notified of alarm signals (the "Call List"). AA will make a reasonable effort to contact the first person reached or notified on the Call List by telephone, text, or email, unless otherwise instructed in writing by Subscriber. AA is only required to attempt to contact each person on the Call List once, which includes leaving a message for that person. Subscriber must provide all changes or revisions to the Call List to AA in writing. AA or the Monitoring Center may, in their sole discretion and without prior notice, suspend or terminate services if Subscriber defaults in its performance of this Agreement, if the Monitoring Center's facility or the communication network is nonoperational, or if the System is sending excessive false alarms. AA and the Monitoring Center are authorized to record and maintain audio and video transmissions, data, and communications, and shall be the exclusive owners of such property. If the System contains video or listening devices, then the Monitoring Center will monitor video or sound so long as it, in its sole discretion, deems it appropriate to confirm an alarm condition.

**6. SERVICE:** Subscriber will pay AA on a per call basis for all parts and labor at the time of service. Alternately, Subscriber may contract with AA to provide service for an additional monthly rate pursuant to an optional service agreement. AA will service the System between the hours of 9 A.M. and 5 P.M. Monday through Friday within a reasonable time after receiving Subscriber's request, exclusive of legal holidays. Subscriber is responsible for all costs arising from the repair, replacement, or alteration of the System due to alteration to the Premises, unauthorized intrusion, lightning damage, software upgrades and repairs, obsolete communication devices and components, and components exceeding the manufacturer's useful life. Subscriber is not required to use AA for service and AA is not obligated to provide service to Subscriber; however, service by anyone other than AA relieves AA of its obligations under the Limited Warranty described in Paragraph 16 below.

**7. COMMUNICATION NETWORKS:** Subscriber will maintain high speed Internet access to the System and all computer networks and devices to which the System is connected. Subscriber is responsible for securing access to the System with pass codes and lock out codes. Subscriber understands that signals and data will transmit over communication networks outside of AA's control and, therefore, AA is not responsible for the security, privacy, or failure of any communication network through which signals are transmitted or other services are provided under this Agreement.

**8. DATA ACCESS AND USAGE:** AA may access the System at any time to access, alter, and delete data and programming. Subscriber is responsible for excessive data use charges attributable to Subscriber's use of the System and any services provided under this Agreement. AA is not responsible for data corruption or loss for the System, even if caused by AA's negligence.

### LIMITED WARRANTY ON SALE

9. For a period of one year, beginning on the date of installation, AA will repair or replace any part of the System that becomes defective or requires repair. AA may repair or replace the System, substitute materials of equal quality at the time of replacement or use reconditioned parts to fulfill this warranty. This warranty does not cover batteries and does not cover damage caused by electrical surges; lightning damage; software upgrades and repairs; obsolete communication devices and components; components exceeding the manufacturer's useful life; accident or misuse; or attempted or unauthorized repair, modification, and installation by anyone other than AA. AA did not manufacture the System, or any equipment used in the System and, other than the limited warranty provided by AA pursuant to this paragraph, Subscriber shall look exclusively to the manufacturer of the equipment for repairs under the applicable warranty. Except as provided in this paragraph, AA makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. AA expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. Subscriber acknowledges that any affirmation of fact or promise made by AA does not create an express warranty, unless included in this Agreement in writing; that Subscriber is not relying on AA's skill or judgment in selecting or furnishing a system suitable for any particular purpose; that there are no warranties which extend beyond those on the face of this Agreement; and that AA has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined.

### INDEMNITY AND WAIVER OF SUBROGATION / LIMITATION OF LIABILITY

10. Subscriber shall indemnify and hold harmless AA, its employees, agents, and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or by Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by AA's performance, negligence, or failure to perform any obligation under this Agreement. There are no third-party beneficiaries to this Agreement. Subscriber on its behalf and its insurance carrier(s) waives any right of subrogation that Subscriber's insurance carrier may otherwise have against AA or AA's subcontractors arising out of this Agreement or the relation of the parties hereto.

11. AA's liability for its negligent performance of, or failure to perform, any of its obligations under this Agreement or any other legal duty, including equipment failure and strict product liability, will be limited to the greater of (i) sum of \$250.00, (ii) 5% of the sale price, or (iii) 6 times the aggregate monthly payments for service being provided at the time of loss. Subscriber may increase the amount of AA's limitation of liability, at any time and as a matter of right, by entering into a supplemental agreement requiring Subscriber to make an annual payment consonant with AA's increased liability. Subscriber's exclusive remedy for AA's breach of this Agreement or negligence to any degree under this Agreement is to require AA to repair or replace, at AA's option, any equipment which is non-operational. AA does not represent or warrant that the System cannot be compromised or circumvented, or that the System will prevent any loss by burglary, hold-up, fire or otherwise; or that the System will in all cases provide the protection for which it is installed. AA is not liable for consequential damages.

### GENERAL PROVISIONS

12. **CONFIDENTIAL INFORMATION:** All Subscriber information and data will be maintained confidentially by AA and the Monitoring Center, and will be released only to Subscriber, to a third party authorized in writing by Subscriber, or by legal process.

13. **FIRE ALARMS:** Unless the Schedule of Equipment and Services provides for a fire alarm system to code, AA makes no representation that the fire alarm equipment meets local code requirements or constitutes a fire alarm system as that term is defined by the appropriate municipal authority. If a fire alarm system to code is specified in the Schedule of Equipment and Services, then AA will install fire alarm equipment pursuant to the appropriate municipal authority's requirements. Subscriber may incur additional charges if the municipal authority requires equipment to be installed that is not listed on the Schedule of Equipment and Services.

**14. DELAY IN INSTALLATION / RISK OF LOSS OF MATERIAL:** AA is not liable for any damage or loss sustained by Subscriber because of installation delays; equipment failure; or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including AA's negligence in performing this Agreement. Time is not of the essence, and any estimated date of substantial completion of work is not a definitive completion date. Subscriber assumes all risk of loss for materials once delivered to the job site.

**15. SYSTEM TESTING / CARE:** Once installed, the System is in the exclusive possession and control of Subscriber. Subscriber is responsible for testing the operation of the System and notifying AA if the System needs repair. Subscriber will not move, tamper with, or modify the System as installed by AA without AA's written consent.

**16. ALTERATIONS TO THE PREMISES:** AA is authorized to prepare the Premises for installation of the System, including drilling holes, driving nails, and making other alterations. AA is not responsible for any condition resulting from the System's installation, repair, or removal. Subscriber owns the Premises or is otherwise authorized to permit installation of the System. Subscriber will provide access to electrical and internet services necessary for AA to install the System.

**17. LIEN LAW - NOTICE TO SUBSCRIBER:** AA or any subcontractor engaged by AA to perform the work or furnish material who is not paid may have a claim against Subscriber or the owner of the Premises if other than Subscriber which may be enforced against the property in accordance with the applicable lien laws.

**ADDITIONAL NOTICE TO MISSOURI RESIDENTIAL SUBSCRIBERS: FAILURE OF AA TO PAY THOSE PERSONS SUPPLYING MATERIALS OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THE CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT, YOU MAY ASK AA FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.**

**18. INSURANCE / EXCULPATORY CLAUSE:** Subscriber shall maintain general liability, property damage, burglary, and theft insurance. If any loss or injury to any person or property occurs, Subscriber will look exclusively to Subscriber's insurer to recover damages and hereby releases AA from any claims for contribution, indemnity, or subrogation. AA is not an insurer and is not offering insurance coverage to Subscriber. While the System and AA's services are designed to reduce certain risks of loss, AA does not guarantee that loss will not occur and is not liable for any loss that occurs, including data corruption, personal injury, or property damage sustained by Subscriber due to equipment failure or unauthorized activity such as intrusion, burglary, or theft, regardless of whether or not such loss or damage was caused by or contributed to by AA's negligent performance of this Agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this contract or any other legal duty. At AA's request, Subscriber shall name AA as an additional insured under Subscriber's insurance policies described in this paragraph.

**19. ASSIGNABILITY:** AA may assign this Agreement and will be relieved of its obligations under this Agreement upon such assignment. Subscriber shall not assign this Agreement without AA's prior written consent.

**20. LEGAL ACTION / AGREEMENT TO ARBITRATE:** If AA prevails in litigation or arbitration between Subscriber and AA, then Subscriber shall pay AA's legal fees. Subscriber shall not interpose any counterclaim in any action commenced by AA against Subscriber. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address in this Agreement or another address provided in writing by that party. Subscriber submits to the jurisdiction and laws of Kansas and agrees that any litigation or arbitration between the parties must be commenced and maintained in the county where AA's principal place of business is located. The parties waive trial by jury in any action between them unless prohibited by law. Any action by Subscriber against AA will be barred unless it is commenced within one year of the accrual of the cause of action. All actions or proceedings against AA must be based on the provisions of this Agreement.

**21. AA'S RIGHT TO SUBCONTRACT SERVICES:** AA may subcontract any services to be provided by AA to third parties. AA is not liable for loss or damage sustained by Subscriber that is caused by a subcontractor. While AA will act as Subscriber's agent when dealing with subcontractors, AA shall not obligate Subscriber to make any payments to subcontractors.

**22. NON-SOLICITATION:** Subscriber shall not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of AA assigned by AA to perform any service for or on behalf of Subscriber for a period of two years after AA has completed providing service to Subscriber. If Subscriber violates this provision, in addition to injunctive relief, AA shall recover from Subscriber an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with AA, times twelve, together with AA's counsel and expert witness fees.

**23. FALSE ALARMS / PERMIT FEES:** Subscriber will maintain all permits required by applicable law and pay all alarm permitting fees and related costs. AA is not liable for permit fees, false alarms, false alarm fines, police or fire response, damage to personal or real property or personal injury caused by police or fire department response to alarm, whether false alarm or otherwise, or the refusal of the police or fire department to respond. If the municipal authority terminates police or fire response, this Agreement will nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Subscriber will reimburse AA for any services or materials that must be provided under current or subsequent law.

**24. SECURITY INTEREST / COLLATERAL:** To secure Subscriber's obligations under this Agreement, Subscriber grants AA a security interest in the System installed by AA and AA is authorized to file a financing statement.

**25. FULL AGREEMENT / SEVERABILITY:** This Agreement, which includes the Schedule of Equipment and Services, constitutes the full understanding of the parties and may not be amended, modified, or canceled except in writing signed by both parties. Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement, or other assurance, except those provided in this Agreement. Subscriber waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement, or other assurance. Should any provision of this Agreement be deemed void, the remaining parts shall not be affected. This Agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein.

**26. AUTHORIZED SIGNATURE / CONSENT TO ELECTRONIC SIGNATURE:** The individuals executing this Agreement are authorized signatories with the full power to enter into this Agreement. This Agreement may be executed, stored, or reproduced by electronic or mechanical means. An electronic version of this Agreement is legally equivalent to the original for all purposes, including litigation.

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**SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS TWO PAGE AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES WHEN SUBSCRIBER SIGNED THIS AGREEMENT.**

**FOR RESIDENTIAL SUBSCRIBERS - NOTICE OF CANCELLATION:**

**YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME 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.**

**IF SIGNED ELECTRONICALLY:**

**YOU AGREE THAT YOUR ELECTRONIC SIGNATURE, WHETHER DIGITAL, ENCRYPTED, OR OTHERWISE, IS INTENDED TO AUTHENTICATE SUCH SIGNATURE AND GIVE RISE TO A VALID, ENFORCEABLE, AND FULLY EFFECTIVE AGREEMENT.**

**NOTE: THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.**

**SUBSCRIBER:**

DocuSigned by:

  
Subscriber Signature  
8A43F44B58B14...

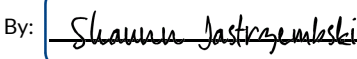
Tricia DeGraff

Print Name

Date: 12/20/2023 | 11:37 PM CST

**ATRONIC ALARMS, INC.:**

DocuSigned by:

By:   
4BC437A0EE8B482...

Date: 12/21/2023 | 1:05 PM CST



## Payment Authorization Form

### Subscriber Information:

Name: Academy for Integrated Arts Date: 12/20/2023

Premises: 7910 Troost Kansas City, MO 64131

Email: tricia.degraff@afiakc.org ☐ Mailed invoices preferred.

*Unless selected, all invoices will be sent electronically.*

### Select Your Payment Method:

Please select your preferred payment method for both installation charges and recurring services.

	Withdraw from Bank Account	Credit/ Debit Card*	Pay by Check/ Call In/ Other**
Installation Charge	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Recurring Services	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

\*Please note a 3% processing fee will be added to all payments made by credit card.

\*\*Checks can be made payable to Atronic Alarms, Inc. and mailed to 8220 Melrose Dr., Lenexa, KS 66214.

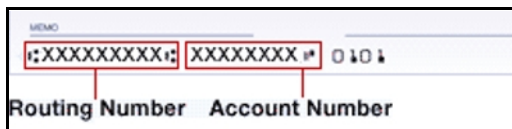
### Provide Payment Information:

Complete the payment information below based on your selections above.

#### ➤ Withdraw from Bank Account (ACH)

Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_



Account Type: \_\_\_\_\_

#### ➤ Credit/Debit Card ☐ Debit ☐ Credit\*

Card Number: \_\_\_\_\_

Exp. Date: \_\_\_\_\_

Please provide the billing address for the payment information above:

Street: 7910 Troost

State: MO

City: Kansas City

Zip Code: 64131

Preferred Billing Frequency: ☒ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually

### Subscriber Signature:

DocuSigned by:

Tricia DeGraff

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Date: 12/20/2023 | 11:37 PM CST

By signing above, I authorize Atronic Alarms, Inc. to use the payment information above for the agreed upon installation charge and recurring services. I recognize funds will be auto debited for recurring services unless paying by check. Note: a \$25.00 charge will be applied to any declined credit card or rejected ACH transaction.