



Maintenance Agreement

Upon acceptance by YESCO, this Maintenance Agreement ("Agreement") becomes effective on the Date Signed below, between YESCO LLC of 6725 West Chicago St., Chandler, AZ, 85226 ("YESCO") and City of Holbrook a Corporation of PO Box 970, Holbrook, AZ, 86025 ("Customer").

A. THE TERM OF THIS AGREEMENT ("Term") shall consist of 60 consecutive months beginning on the first day of June, 2014.
B. YESCO SHALL PROVIDE the Services described below in connection with the Product(s) at the Location(s) described below, subject to the terms and conditions of this Agreement.

Location: City of Holbrook: 465 First Avenue, Holbrook, AZ 86025

Description of Product(s) to be maintained and Services to be performed:

YESCO to provide electrical maintenance for the following:

- One (1) double face "V" display that houses a full color 25mm 32 x 96 matrix and lower illuminated cabinet.
- One (1) "Welcome" upper exposed display.

CONDITIONS & EXCLUSIONS:

- All electrical components and labor for the above mentioned items are included in the monthly price.
- YESCO will sign patrol the property once a month and repair covered outages as needed. Customer may reports outages repair at any time.
- Agreement does not cover faces, painting, cleaning, breakers, contactors, main feed wires, photocells, time clocks, lenses, gaskets or vandalism.

YESCO WILL maintain and service the items listed above (hereinafter called the "Sign",) according to the terms hereof, by furnishing the maintenance services listed below:

- Repair or replace defective tubes.
 - Replace broken tube holders.
 - Replace defective transformers.
 - Replace defective wiring within display.
 - Replace broken insulators.
 - Replace defective fuses or fuse blocks in sign.
 - Replace defective globes and sockets.
 - Replace defective ballast-type lamps and holders.
 - Replace defective ballasts.
 - Keep mechanical moving parts in repair.
 - Replace defective L.E.D.s (includes color recalibration).
 - Maintain remote electronic display computer.
 - Maintain host electronic display computer.
 - No cleanings
- EXP(06/2019)

Supersedes Agreement # P1500MC.

Payment Terms

1. CUSTOMER WILL PAY YESCO \$ 276.00, plus applicable sales tax (a "Monthly Payment"), on or before the first day of each calendar month during the term of this Agreement. Each Monthly Payment shall be paid in advance on or before the first day of each month, and except as otherwise provided herein shall be payable whether or not Customer uses or operates the Product(s).
2. AS PART SECURITY for its performance hereunder, Customer has deposited with YESCO the sum of \$ 0.00. This deposit shall be returned to Customer upon the expiration of this Agreement, but only if Customer has timely and completely performed all of its obligations hereunder.

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1. **MAINTENANCE:** So long as all of Customer's Monthly Payments are current, and Customer is not in default as to any other obligations herein, YESCO shall maintain the Product(s) in accordance with the terms of this Agreement. When the Product(s) require repair, Customer shall so notify YESCO in writing, and YESCO shall, if practicable and unless otherwise provided herein, accomplish such repair within three (3) working days thereafter. If the Product(s) are restored to normal operation within three (3) working days or such longer period of time as may be agreed upon by the parties, Customer shall be entitled to no reduction of Monthly Payments or any other claim for damages. If the Product(s) are inoperable for more than three (3) working days (or such longer period as referenced above) following YESCO's receipt of written notice, Customer shall receive credit for a pro-rata share of the Monthly Payment attributable to the inoperative Product(s) or components thereof for each additional hour during the time the Product(s) remain inoperable. Customer shall have no other claim for damages. YESCO's maintenance obligation hereunder is limited to ordinary maintenance, and is inapplicable to damage or destruction. In the event that parts or materials necessary for YESCO's maintenance of the Product(s) become unavailable or unusually difficult or expensive to obtain, or in the event the Product(s) or any components thereof are or become unusually difficult or unsafe to access, YESCO may cancel this Agreement, or with Customer's approval, ratably reduce the Monthly Payment and exclude from this Agreement the affected Product(s) and/or components thereof. In the event that maintenance is performed on the Product(s) by a third party without the authorization of YESCO, YESCO may, at its option, suspend its maintenance obligations hereunder without any reduction to the Monthly Payment.

2. **EXCLUSIONS:** YESCO shall not be responsible for (i) structural defects of any kind; (ii) radio or television interference; (iii) the replacement of light emitting diodes (LEDs), neon tubing or other lighted tubing because of color change, dimming, or reduction of brilliance, (iv) lane closure permits necessary for the performance of the Services, (v) work and materials that would be necessary to conform the Product(s) to the National Electrical Code, Qualified Electrical Testing Laboratory specifications, and/or local requirements, or (vi) electrical power and/or electrical equipment providing power to the Product(s), including, but not limited to wiring, conduit, distribution boxes, fuses and over-current protection devices. YESCO is not an Exterior Insulation and Finish System ("EIFS") contractor, and if YESCO's responsibilities hereunder involve penetrations of EIFS, YESCO will seal such penetrations with products and procedures that are common in the sign industry—but which may not meet EIFS warranty requirements. YESCO shall thereafter have no responsibility for damage resulting from the penetrations. YESCO SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE, AND NON-INFRINGEMENT.

3. **RISK OF LOSS, DAMAGE, OR DESTRUCTION:** YESCO shall have no obligation to repair damage occasioned by acts of vandalism, theft, terrorism, accident, casualty, civil disorder, electrical surge, fire, smoke, lightning, windstorm, hail, explosion, riot, vehicle or other collisions, war, earthquake, acts of God, insurrection, casualty, or the willful or negligent acts of persons other than employees of YESCO. In the event of destruction of the Product(s), Customer may be released from its obligations under this Agreement upon Customer's payment of all amounts previously billed but unpaid, plus YESCO's standard rate charges for all services performed and goods furnished by YESCO, but not yet paid for at the time of destruction. Customer shall in no event be entitled to a rebate of or setoff against payments already made or due.

4. **DEFAULT:** Customer agrees that in the event it shall be in default in the payment of any money when due, or shall fail to perform any of its other obligations hereunder, or bankruptcy, receivership, assignment for benefit of creditors or other insolvency proceedings are commenced by or against Customer, YESCO shall have no further duty to maintain the Product(s) and in addition thereto Customer shall, without notice, immediately be indebted to and hereby agrees to pay YESCO forthwith, liquidated damages for its breach hereunder in amount equal to the sum of 1) all previously billed but unpaid Monthly Payments, and 2) an amount equal to sixty percent (60%) of the Monthly Payments payable hereunder for the then remaining balance of the Term. The parties agree that the remedies for default herein are fair and reasonable compensation for the damage to YESCO resulting from Customer's breach and are not a penalty. YESCO's acceptance of a late payment(s) or forbearance of any other event of default shall not be construed as a waiver of YESCO's rights as to any subsequent late payment(s) or any other event of default.

5. **DISPUTES:** The parties agree to employ good faith efforts to amicably resolve any

claims or disputes that may arise. If unsuccessful for any reason, at YESCO's sole option and upon YESCO's written notice to Customer, such claims or disputes may be submitted to formal mediation, with each party to pay one-half of the costs. In the event of litigation, venue of any action shall be in the county and state where the YESCO address set forth above is located. This Agreement shall be governed and construed in accordance with Utah law, without regard to its conflict of laws provisions. YESCO shall not be liable for incidental or consequential damages, including lost profits, irrespective of cause or theory. If YESCO places this Agreement with a collection agency or an attorney for collection or enforcement, Customer shall pay all costs and expenses arising therefrom, including reasonable attorneys' fees.

6. **INDEMNIFICATION:** Except to the extent of YESCO's negligence or willful misconduct, Customer shall indemnify, defend, and hold harmless YESCO and its officers, directors, employees, agents, and subcontractors from any and all claims, costs (including reasonable attorney's fees), damages, and liabilities, at law or in equity arising out of or related to this Agreement or Customer's use of the Product(s). This paragraph shall survive the expiration or earlier termination of this Agreement.

7. **TRANSFERS AND ASSIGNMENT:** If Customer determines to sell or otherwise transfer ownership (or other rights) to its business assets, the Product(s), or the real property on which the Product(s) are located, Customer shall deliver to YESCO written notice of such intention at least thirty (30) days prior to closing.

All the terms and conditions hereof shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the respective parties, including, if applicable, successors to Customer's interests in the Product(s), the real property upon which the Product(s) are located, and any successor owners of interests in any of Customer's business assets. Customer may transfer its interests, rights, and obligations in this Agreement only upon the prior written consent of YESCO. YESCO may freely transfer its interests, rights, and obligations in this Agreement.

8. **CUSTOMER'S SPECIAL DUTIES:** Customer shall obtain for, does warrant to, and shall maintain for YESCO full rights, including rights of access, ingress, and egress, to safely maintain the Product(s) free and clear of lien, encumbrance, or claim of trespass. Customer shall indemnify YESCO against and hold YESCO harmless from damage or expense resulting from a breach of this provision. Customer shall pay all charges for electrical service, and shall provide all necessary reinforcements to any previously existing building, pole, base, or any other object or surface on which the Product(s) are or will be installed, or which will be utilized by YESCO in the maintenance thereof. Customer will advise YESCO in writing of all cellular antennas, microwave, and other equipment or hazards that may be dangerous to workers. YESCO's performance is subject to Customer securing or otherwise rendering safe all such dangers whenever YESCO's employees will be in the area.

9. **MISCELLANEOUS PROVISIONS:**

A. No statements made by YESCO's account executive(s) shall be binding unless incorporated herein in writing. Although this Agreement may be signed by YESCO's account executive(s), this Agreement shall not be binding upon YESCO for any purpose until an executive officer or another authorized agent of YESCO accepts this Agreement for YESCO by signing below.

B. Time is of the essence. All past due amounts shall bear an annual interest rate of the lesser of eighteen (18) percent or the maximum rate allowed by law.

C. Performance by YESCO shall be subject to delay by strikes, breakage, fires, unforeseen commercial delays, insurrections, wars, acts of terror, acts of God, governmental regulations, or other causes beyond YESCO's reasonable control.

D. Customer acknowledges that government authorization to maintain the Product(s) may be revoked or terminated. Customer will not be released from its payment obligations herein if the Product(s) are installed at a location deemed to be illegal, or if government authorization is revoked or terminated. Customer shall pay all costs incurred to comply with future federal, state, or local regulations, or authoritative interpretations thereof, including obtaining outdoor advertising permits as necessary.

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This document is a complete integration and final expression of the agreement between YESCO and Customer, and may not be amended, supplemented, or otherwise modified except by written agreement executed by authorized representatives of each.

IN WITNESS WHEREOF, CUSTOMER ACKNOWLEDGES THAT THIS DOCUMENT HAS BEEN READ, IS UNDERSTOOD, AND AGREES TO BE BOUND BY THE SAME.

City of Holbrook
Customer

Keith Roberts - 675
Account Executive
Accepted for YESCO:

By _____
Title Printed Name

By _____
Vice President, YESCO Service Judd Williams
Title Printed Name
P1500MC1
YESCO Agreement Number

Date Signed _____
For value received, payment and performance by Customer is unconditionally and personally guaranteed by: _____ (notitle)



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City of Holbrook
Customer

Keith Roberts - 675
Account Executive

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By _____
Title Printed Name

By _____
Vice President, YESCO Service Judd Williams
Title Printed Name

Date Signed _____
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P1500MC1
YESCO Agreement Number

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7. **TRANSFERS AND ASSIGNMENT:** If Customer determines to sell or otherwise transfer ownership (or other rights) to its business assets, the Product(s), or the real property on which the Product(s) are located, Customer shall deliver to YESCO written notice of such intention at least thirty (30) days prior to closing.

All the terms and conditions hereof shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the respective parties, including, if applicable, successors to Customer's interests in the Product(s), the real property upon which the Product(s) are located, and any successor owners of interests in any of Customer's business assets. Customer may transfer its interests, rights, and obligations in this Agreement only upon the prior written consent of YESCO. YESCO may freely transfer its interests, rights, and obligations in this Agreement.

8. **CUSTOMER'S SPECIAL DUTIES:** Customer shall obtain for, does warrant to, and shall maintain for YESCO full rights, including rights of access, ingress, and egress, to safely maintain the Product(s) free and clear of lien, encumbrance, or claim of trespass. Customer shall indemnify YESCO against and hold YESCO harmless from damage or expense resulting from a breach of this provision. Customer shall pay all charges for electrical service, and shall provide all necessary reinforcements to any previously existing building, pole, base, or any other object or surface on which the Product(s) are or will be installed, or which will be utilized by YESCO in the maintenance thereof. Customer will advise YESCO in writing of all cellular antennas, microwave, and other equipment or hazards that may be dangerous to workers. YESCO's performance is subject to Customer securing or otherwise rendering safe all such dangers whenever YESCO's employees will be in the area.

9. **MISCELLANEOUS PROVISIONS:**
 A. No statements made by YESCO's account executive(s) shall be binding unless incorporated herein in writing. Although this Agreement may be signed by YESCO's account executive(s), this Agreement shall not be binding upon YESCO for any purpose until an executive officer or another authorized agent of YESCO accepts this Agreement for YESCO by signing below.

B. Time is of the essence. All past due amounts shall bear an annual interest rate of the lesser of eighteen (18) percent or the maximum rate allowed by law.

C. Performance by YESCO shall be subject to delay by strikes, breakage, fires, unforeseen commercial delays, insurrections, wars, acts of terror, acts of God, governmental regulations, or other causes beyond YESCO's reasonable control.

D. Customer acknowledges that government authorization to maintain the Product(s) may be revoked or terminated. Customer will not be released from its payment obligations herein if the Product(s) are installed at a location deemed to be illegal, or if government authorization is revoked or terminated. Customer shall pay all costs incurred to comply with future federal, state, or local regulations, or authoritative interpretations thereof, including obtaining outdoor advertising permits as necessary.

E. YESCO's listing of contractor's licenses available on the Internet at <http://www.yesco.com/licenses.html> is incorporated by reference herein.

This document is a complete integration and final expression of the agreement between YESCO and Customer, and may not be amended, supplemented, or otherwise modified except by written agreement executed by authorized representatives of each.

IN WITNESS WHEREOF, CUSTOMER ACKNOWLEDGES THAT THIS DOCUMENT HAS BEEN READ, IS UNDERSTOOD, AND AGREES TO BE BOUND BY THE SAME.

City of Holbrook
 Customer

Keith Roberts - 675
 Account Executive

Accepted for YESCO:

By

By

Vice President, YESCO Service

Judd Williams
 Printed Name

Title

Printed Name

P1500MC1
 YESCO Agreement Number

Date Signed

For value received, payment and performance by Customer is unconditionally and personally guaranteed by: _____ (notitle)

PROFORMA INVOICE

ProForce Law Enforcement

3009 N. Highway 89
 Prescott, AZ 86301
 Phone: (800) 367-5855
 Fax: (928) 445-3468
 E-mail: victoriac@proforceonline.com
 URL: www.proforceonline.com

INVOICE NO: PF20140521
 INVOICE DATE: 5/21/2002
 CUSTOMER NO: 10438
 PO ORDER#: 24239
 TERMS: NET 30 DAYS

SOLD TO:
 HOLBROOK POLICE DEPARTMENT
 P.O. BOX 970
 HOLBROOK, AZ 86025

SHIPPED TO:
 HOLBROOK POLICE DEPARTMENT
 LT JODY HARRISON
 120 EAST BUFFALO STREET
 HOLBROOK, AZ 86025

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
6	GSB40SWA-DS	REM GSB 40SW 165GR BHP BONDED (PRICE PER 1000 ROUNDS)	\$ 578.20	\$ 3,469.20
4	L40SW4	REM UMC CART 40SW 165 GR MC (PRICE PER 1000 ROUNDS)	\$ 294.16	\$ 1,176.64
2	SP12RSB-DS	REM SLUG 12 GA 2.75-MAX-1-BLUE (PRICE PER 500 ROUNDS)	\$ 347.06	\$ 694.12
SUBTOTAL				\$ 5,339.96
HANDLING				\$ -

This is a Proforma invoice only.

Questions concerning this Invoice?

Call:

Victoria Cox
(800) 367-5885 Ext 3218

(6.35%) SALES TAX	\$	339.09
TOTAL	\$	5,679.05

MAKE ALL CHECKS PAYABLE TO:

ProForce Law Enforcement
3009 N. Highway 89
Prescott, AZ 86301

THANK YOU FOR YOUR BUSINESS!

CITY OF HOLBROOK

INVOICE APPROVAL REPORT

**BY GL NUMBER WALT'S
HARDWARE**

05/23/2014 THRU 06/05/2014

TOTAL **\$1220.94**