



BK 0865 PG 055



MISC 1988 17115

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INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

LOTS 4, 5, 6 & 7

BOOK 865 PAGE 55

JOHN F. BARONE COMPANY

RENEWAL AGREEMENT FOR REMOTE STATION BURGLAR/FIRE OR SPRINKLER ALARM SUPERVISORY CONTRACT

THIS AGREEMENT, entered into on this 16th day of September 19 86, by and between JOHN F. BARONE COMPANY, a Nebraska corporation, located in Omaha, Nebraska (hereinafter called "CONTRACTOR") and Bobs Closeouts (hereinafter called "SUBSCRIBER").

WITNESSETH: That in consideration of SUBSCRIBER'S Agreement to continue to pay the charges as hereinafter specified, the parties, hereto, for themselves, their successors and assigns, mutually covenant and agree as follows:

- 1. CONTRACTOR agrees to maintain or cause to be maintained in the premises of the SUBSCRIBER at 109 No. 9th Street in the City of Omaha State of Nebraska the Security & Fire Alarm system presently installed, and CONTRACTOR does agree that it will maintain said system in good working order with the specific understanding that the entire system, including all devices, wires, connections, transmitters, cabinets and materials associated therewith is and shall remain the personal property of CONTRACTOR.
2. The system presently installed in the premises of the SUBSCRIBER is described and listed on the reverse side hereof.
3. CONTRACTOR agrees to transmit to the municipal Police/Fire department all alarm signals received by CONTRACTOR'S Remote Station Receiving Panel from the signalling system installed hereunder, unless in the judgement of CONTRACTOR the causes of such signal shall first be investigated by telephone or dispatching a representative of CONTRACTOR to the SUBSCRIBER'S premises.
4. It is mutually agreed between the parties hereto that all alarm signals from the SUBSCRIBER'S premises to the CONTRACTOR'S Remote Station shall be transmitted over a two-conductor wire furnished by the Local Telephone Company.
5. The expenses of all ordinary maintenance and repairs due to normal wear shall be borne by CONTRACTOR.
6. It is mutually agreed that the CONTRACTOR'S periodical inspections and tests, if any, of the system shall be performed between the hours of 8:00 A.M. and 5:00 P.M., exclusive of Saturdays and Sundays, and Holidays.
7. CONTRACTOR agrees to perform Quarterly inspection(s) of all Fire and/or Sprinkler Supervisory Systems.
8. The SUBSCRIBER agrees to pay the CONTRACTOR, its successors or assigns, the sum of Sixty Five Dollars and No/100 (\$ 65.00) per month, Quarterly in advance for a period of One years.
9. It is mutually agreed between the parties hereto that this contract is subject to termination at the end of One year(s) provided sixty (60) days prior notice in writing of the desire to terminate is given by either party to the other.
10. In the event SUBSCRIBER becomes bankrupt, either voluntarily or involuntarily, during the term of this contract or any extension thereof, the CONTRACTOR shall be entitled to receive fifty (50%) of the balance due from SUBSCRIBER for said remainder of said term or extension thereof as liquidated damages.
11. CONTRACTOR may remove the said system in its entirety or any part thereof upon termination of this Agreement or upon default in payment of any money due hereunder without any obligation to repair or redecorate any portion of SUBSCRIBER'S premises upon removal of CONTRACTOR'S system.
12. It is understood and agreed that CONTRACTOR'S obligation relates solely to the maintenance of the specified signalling system and that CONTRACTOR is in no way obligated to maintain, repair, service, replace, operate, assure or guarantee the operation of the property, system or any devices of the SUBSCRIBER or of others to which CONTRACTOR'S system is attached.
13. SUBSCRIBER is to provide 115 volt A.C. outlet at the designated location for CONTRACTOR, if CONTRACTOR deems it necessary.
14. This Agreement may be cancelled without previous notice at the option of CONTRACTOR in case CONTRACTOR'S Remote Station connecting wires or equipment within SUBSCRIBER'S premises are destroyed by fire or other catastrophe or so substantially damaged that it is impractical to restore or continue operations.
15. This Agreement may be terminated at the option of CONTRACTOR in the event that CONTRACTOR is unable to secure or retain the connections or privileges necessary for the transmission of signals by means of conductors between the SUBSCRIBER'S premises and CONTRACTOR'S Remote Station or between CONTRACTOR'S Remote Station and the municipal Police/Fire department.
16. It is specifically agreed by and between the parties hereto that CONTRACTOR is not an insurer and assumes no liability for interruption of service due to strikes, riots, floods, fires or for any causes beyond the control of CONTRACTOR, and CONTRACTOR will not be required to supply service to the SUBSCRIBER while interruption of service is due to such causes or its continuance thereof.
17. It is distinctly agreed by the parties hereto that CONTRACTOR is not an insurer and the payments hereinabove named are based solely on the value of the service and the rental of equipment and the maintenance thereof, and in case of failure to perform such service and a resulting loss, its liability hereunder shall be limited to and fixed at the sum of TWENTY-FIVE (\$25.00) DOLLARS as liquidated damages and not as a penalty and this liability shall be exclusive.
18. It is understood between the parties hereto that if service provided for herein shall be interrupted or totally suspended by reason of fire, weather conditions, riots, strikes, or through any other cause beyond CONTRACTOR'S control, CONTRACTOR shall restore service as soon as it is possible within the means available to it, but such failure shall not relieve the SUBSCRIBER of its obligation under this contract.
19. This Agreement shall not be assignable by the SUBSCRIBER except upon the written consent of the CONTRACTOR.
20. SUBSCRIBER agrees that the monthly payments hereinbefore stipulated shall be transmitted by United States Mail or Delivered in person to the office of the CONTRACTOR in Omaha, Nebraska, not later than the 10th of the first month of each Quarterly period.
21. This Agreement is not binding unless approved in writing by an officer of CONTRACTOR. There are no verbal understandings changing or modifying any of the terms of this Agreement.
22. SUBSCRIBER shall pay all taxes levied by Federal, State or Municipal Governments in connection with the repair, maintenance or rental of this system.

JOHN F. BARONE COMPANY, CONTRACTOR 1205 South 75th Street Omah Ne. 68124

Bobs Closeouts Subscriber

BY: Representative

[Signature]

APRVD. BY: John F. Barone (Title)

TITLE:

EFFECTIVE RENEWAL DATE: THE 1st DAY OF October 19 86

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Security

- 1 Franklin 12B Control Panel/Dialer
- 1 Remote Control Unit
- 2 Alarm Bells
- 2 Bell Bases
- 2 Standby Battery Systems
- 3 Motion Detectors
- 1 Thermoalarm (Low Temperature Signal)

All Associated Wiring

Fire

- 1 Main Control Panel W/Power Supply & Standby Gel Cell Batteries
- 6 Signal Initiating Zones
- 115 Automatic Heat Detectors
- 1 Manual Fire Alarm Station
- 1 Fire Alarm Horn

All Associated Wiring

ADDITION NO.	80000	LOT 7	HALF	BLOCK D	HALF
CITY LOTS		SECT	TOWN	RANGE	
-----LEGAL DESCRIPTION-----		-----LEGAL DESCRIPTION-----			
1	6 FT VAC ST ADJ & LTS 4-5 & 6	2	&	-EX TRIA NESTLY	12.16 FT-
2		4			
3		6			
4		8			

SPLIT/COMB/LEGAL CODE BOOK PAGE DATE KEY SUB TB

17115-2000

RECEIVED
 1980 OCT 14 AM 11:54
 GEORGE ALLEN
 TROOPER OF POLICE
 DOUGLAS COUNTY, NE

BK 865 N 10/514-514/515-116 C/O _____ FEE 12.00
 PG 55-56 N 10-1 DEL 11/1 MO 6e
 OF 2000 COMP DW F/B 03-80000