



2 Westchester Plaza  
Elmsford, New York 10523

New York State license #12000040711

Telephone (914) 777-5700  
Fax (914) 777-1857

## **SERVICE AGREEMENT**

This Service Agreement is made this 1st day of May 2021 between Stratagem Security Inc., or its designee's hereinafter called STRATAGEM SECURITY, INC. and THE TOWN OF WOODBURY, NEW YORK, hereinafter called SUBSCRIBER.

**Services** - Preventative and Remedial Services can be performed when all of the following conditions are met: a) Only being done for Equipment/Systems which fit the Scope of This Award, b) Is specified by the Manufacturer's recommended Servicing guidelines/required by code, and c) Is specifically being done to ensure the proper functioning of the Intelligent Facility and Security Systems and Solutions on This Award This includes the cleaning of Equipment such as cameras, servers, etc. which are: a) Only for Products which fit the Scope of This Award, and b) Specified by the Manufacturer's recommended maintenance guidelines/required by code, and c) Specifically done to ensure the proper functioning of the Intelligent Facility and Security Systems and Solutions on This Award.

### **Job Title and Labor Rate That Applies (By Region):**

CCTV/Surveillance Camera Systems

Physical Access Control Systems

Alarm and Signal Systems

Technician Onsite Region 4

Entire Counties - Orange and Rockland - \$173.88/Hour - \$225.52/Hour for Overtime and After Hours, Saturday - \$277.17 for Sundays and Holidays - Remote Support - \$150.00/Hour

1. STRATAGEM SECURITY, INC. agrees to service as part of this Agreement in the SUBSCRIBER'S premises located at (SEE SCHEDULE OF EQUIPMENT LIST FOR LOCATIONS COVERED), (hereinafter referred to as the SUBSCRIBER premises).
2. STRATAGEM SECURITY, INC. shall be required to service any items listed in the schedule of equipment installed by STRATAGEM SECURITY, INC. under this agreement for a period of one (1) year at a cost of **\$7742.70** payable annually in advance. Coverage for systems and or equipment installed by others will be detailed if included for the same period under "Schedule of Service" below.

**Schedule of Equipment / Systems to be Covered:**

See Attached "Schedule of Equipment" Spreadsheet

**Services to be Provided:**

See Attached "Schedule of Services"

3. Any error in service or a new installation of the system must be called to the attention of STRATAGEM SECURITY INC. in writing within thirty (30) days after completion of the installation or the installation shall be deemed totally satisfactory to and accepted by SUBSCRIBER
4. The SUBSCRIBER will designate an individual who will review the installation, deem the work as completed and execute the provided completion certificate.

Add Contact if Applicable: \_\_\_\_\_

5. The SUBSCRIBER will appoint a "System Administrator" responsible for all sites, who can approve system changes, settings, views and user access prior to completion of installation. This individual will be included in all scheduling of service appointments as well as Health Monitor notifications during warranty period.

Add Contact if Applicable: \_\_\_\_\_

6. NO GUARANTEE: EVEN IF THE EQUIPMENT IS TESTED REGULARLY AND THE COMPONENTS ARE OPERATING IN ACCORDANCE WITH SPECIFICATIONS, THERE CAN BE NO GUARANTEE THAT IT WILL NOT BE COMPROMISED OR CIRCUMVENTED. For these reasons, SUBSCRIBER is responsible for maintaining appropriate caution and insuring life and property with the types and amounts of insurance SUBSCRIBER deems appropriate.
7. SUBSCRIBER shall give STRATAGEM SECURITY, INC. prior written notice of any changes to the SUBSCRIBER'S premises. The expense of all ordinary service and repair to said system due to normal wear and tear, as well as the expense of extraordinary service and repair of said systems due to alterations of the SUBSCRIBER'S premises, damage to such premises or the system or any other cause shall be borne by the SUBSCRIBER.

8. The obligation of STRATAGEM SECURITY, INC. to provide service, relates solely to the systems specified in the "Schedule of Equipment" and STRATAGEM SECURITY, INC., is not obligated to service, repair, replace, operate or assure the operation of any device, system or property belonging to SUBSCRIBER or any third party to which such specified systems are attached.
9. SUBSCRIBER shall provide and maintain, if required, 110-volt current points and outlets as required by STRATAGEM SECURITY, INC. through SUBSCRIBER'S own electric meter and at the SUBSCRIBER'S expense.
10. STRATAGEM SECURITY, INC. shall not be liable for any delays however caused in installation or servicing of the systems, or for the interruptions of service caused by strikes, riots, floods, acts of God or by any event beyond the control of STRATAGEM SECURITY, INC., and will not be required to furnish service to SUBSCRIBER while such interruption shall continue.
11. PERIODIC TESTING BY SUBSCRIBER. All equipment is subject to compromise, failure to warn or mechanical failure for a wide variety of reasons. SUBSCRIBER agrees to test the system to assure that its many sophisticated and sensitive components are in good working order, and shall notify STRATAGEM SECURITY, INC. if any component fails to function properly during test.
12. This agreement is not binding unless approved in writing by an authorized representative of STRATAGEM SECURITY, INC. if such approval is not obtained, the only liability of STRATAGEM SECURITY, INC. shall be to return to the SUBSCRIBER the amount, if any, paid to STRATAGEM SECURITY, INC. upon the signing of this agreement.
13. 14. This agreement DOES NOT cover any damage caused by abuse, neglect, water, flooding, fire, freezing, overheating, vandalism, earthquakes, tornados, acts of god or terrorism.
14. 15. In the event that the SUBSCRIBER, for good cause, is dissatisfied with services performed by STRATAGEM SECURITY, INC., the SUBSCRIBER will notify STRATAGEM SECURITY, INC. of such in writing. The SUBSCRIBER will allow STRATAGEM SECURITY, INC. the opportunity to correct such dissatisfaction.

Stratagem Security Inc.

\_\_\_\_\_  
 Basil Morales  
 President

*Customer*

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_