

Caprock Rentals Video Surveillance Service Agreement

1. Purpose

This Video Surveillance Service Agreement (“Agreement”) governs the video surveillance, monitoring, software, artificial intelligence (“AI”), recording, and related services (“Services”) provided by Caprock Rentals (“Company”) to the customer (“Client”).

This Agreement **does not govern the rental of equipment**. The rental, possession, transportation, payment, insurance, maintenance, damage, loss, theft, and return of equipment are governed separately by Caprock Rentals’ **Rental Terms & Conditions**, which are incorporated herein by reference. In the event of any conflict, the Rental Terms & Conditions shall control matters relating to the rental equipment, while this Agreement shall govern the surveillance and monitoring services.

2. Nature of the Services

Caprock Rentals provides commercial video surveillance systems intended to deter unauthorized activity, document events, and improve site awareness through video surveillance, AI analytics, and optional third-party monitoring.

The Services are intended to reduce security risks but **are not a guarantee** against theft, vandalism, trespassing, property damage, personal injury, fire, fraud, or any other loss. Client acknowledges that no surveillance system can detect every event or prevent every incident.

3. Client Responsibilities

Client is responsible for:

- Determining the appropriate level of security for its property.
- Selecting equipment locations that provide adequate coverage.
- Maintaining clear lines of sight for all cameras.
- Promptly notifying Caprock Rentals of schedule changes, site changes, utility interruptions, or conditions that may affect system performance.
- Providing reasonable site access for installation, maintenance, repairs, service, and removal.



- Communicating monitoring schedules and site access procedures to employees, subcontractors, vendors, and visitors when monitoring services are provided.
 - Immediately reporting damaged, obstructed, malfunctioning, or missing equipment.
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4. Permits, Jurisdiction, and Regulatory Compliance

Client is solely responsible for complying with all applicable federal, state, county, municipal, and local laws, ordinances, regulations, permitting requirements, zoning restrictions, property owner requirements, and homeowners' association rules relating to the installation and operation of the Services.

Unless otherwise agreed in writing, Client shall obtain and maintain all permits, approvals, licenses, permissions, utility locates, traffic control plans, and other authorizations required for installation and operation of the surveillance system.

Client warrants that it has the legal authority to authorize Caprock Rentals to install surveillance equipment at the project site.

Caprock Rentals shall not be responsible for any fines, penalties, citations, permit fees, removal orders, project delays, or other costs resulting from the Client's failure to obtain required approvals or comply with applicable laws.

If equipment must be relocated, modified, removed, or reinstalled due to permitting issues, regulatory requirements, site restrictions, or directives from any governmental authority or property owner, all associated costs shall be the responsibility of the Client.

5. Monitoring Services

Where monitoring services are included, monitoring is performed by an independent third-party central monitoring station.

Caprock Rentals does not provide continuous live monitoring and does not guarantee that every event, alarm, notification, or emergency will be received, reviewed, acted upon, or responded to.

Monitoring personnel may issue live audio warnings and contact designated Client representatives or law enforcement when appropriate; however, Caprock Rentals does not control emergency response agencies and makes no representation or warranty regarding response times or response outcomes.



Excessive false alarms resulting from Client activities, unauthorized access, schedule changes not communicated to Caprock Rentals, or misuse of the system may result in additional service charges or suspension of monitoring services.

6. System Performance

System performance depends upon numerous factors beyond Caprock Rentals' control, including but not limited to:

- Cellular network availability
- Internet connectivity
- Electrical power
- Solar charging conditions
- GPS availability
- Weather
- Lighting conditions
- Environmental conditions
- Camera obstructions
- Site activity
- Third-party service providers

Artificial Intelligence (AI), video analytics, motion detection, loitering detection, object recognition, license plate recognition, and similar technologies are intended to improve situational awareness but are **not guaranteed** to detect every event or correctly identify every object, vehicle, or person.

Client acknowledges that outages, missed detections, false alarms, delayed notifications, communication failures, and reduced performance may occur.

7. Video Recording and Storage

Recorded footage may be retained for **up to twenty-one (21) days**; however, retention periods are estimates only and are **not guaranteed**.

Actual retention depends upon numerous factors, including recording settings, frame rate, resolution, AI activity, motion events, storage capacity, network conditions, and overall system configuration.

Caprock Rentals does **not** guarantee that recorded footage will be available for any specific period of time.



Archived footage may be requested by an authorized Client representative, subject to availability.

Client is responsible for requesting preservation of any footage before it is automatically overwritten or otherwise becomes unavailable.

Caprock Rentals may release recordings when required by subpoena, court order, lawful law enforcement request, or other legal process.

8. Privacy and Legal Compliance

Client is solely responsible for complying with all applicable federal, state, and local laws regarding video surveillance, privacy, workplace monitoring, required signage, audio recording, biometric information, and data collection.

Caprock Rentals makes no representation that Client's use of the Services complies with applicable laws.

9. Limitation of Liability

Client acknowledges that the Services are intended to reduce risk but cannot eliminate all security risks.

Caprock Rentals shall not be liable for theft, burglary, vandalism, trespassing, property damage, fire, personal injury, business interruption, lost profits, loss of data, loss of recorded footage, missed detections, false alarms, delayed notifications, or any indirect, incidental, consequential, exemplary, special, or punitive damages arising from or relating to the Services.

To the fullest extent permitted by law, Caprock Rentals' maximum aggregate liability arising from the Services shall not exceed the total surveillance service fees paid by Client during the three (3) months immediately preceding the event giving rise to the claim.

10. Indemnification

Client agrees to defend, indemnify, and hold harmless Caprock Rentals and its owners, officers, employees, contractors, agents, successors, and assigns from any claims, damages, liabilities, losses, costs, expenses, and reasonable attorneys' fees arising from:



- Client's use of the Services;
- Client's failure to comply with applicable laws;
- Conditions existing at the project site;
- Client's instructions regarding camera placement or monitoring configuration; or
- Client's negligence or misuse of the Services.

This obligation shall not apply to the extent caused by Caprock Rentals' gross negligence or willful misconduct.

11. Force Majeure

Caprock Rentals shall not be responsible for delays, interruptions, or failure to perform caused by events beyond its reasonable control, including acts of God, severe weather, utility failures, internet outages, cellular network failures, governmental actions, labor disputes, natural disasters, war, terrorism, pandemics, transportation delays, or shortages of labor or materials.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Any legal action arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Guadalupe County, Texas, unless otherwise required by applicable law.

13. Entire Agreement

This Agreement governs only the surveillance, monitoring, recording, software, AI analytics, and related Services provided by Caprock Rentals.

The rental of equipment is governed separately by Caprock Rentals' Rental Terms & Conditions. Together, these documents constitute the complete agreement between the parties regarding the Services and equipment provided by Caprock Rentals.

