

AGENCY AGREEMENT FOR DISPATCHING

Whereas, Mid-Missouri Emergency Association, (hereinafter referred to as licensee), located in Jefferson City, Missouri, and Whereas, Capital Radar Security, Inc., (hereinafter referred to as Agent), a Missouri Corporation, with offices in Jefferson City, Missouri, and Whereas, Licensee and Agent are both desirous of entering into an arrangement regarding the dispatching of messages for the Licensee:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The term of this agreement shall be perpetual, excluding any charges, which may be renegotiated upon given 30 day notice to Licensee by Agent.

2. Agent shall furnish dispatch service to Licensees' members during the following times: 24 hours, seven days per week.

3. Licensee has and retains sole responsibility for the servicing and maintenance of the licensed radio equipment.

4. Agent shall furnish to Licensees' members, the radio pagers which will receive messages transmitted over Licensees' equipment and Agent further agrees to provide 24 hour service and maintenance on all of the radio pagers. Agent will repair, at no cost to members, any malfunction of the radio pagers.

5. Agent's charge to Licensee for this dispatching service shall prevail: A minimum charge of \$2000.00 per month, payable one month in advance, in consideration for the amount above set forth, Agent will provide (80) radio pagers for Licensees' members. For each and every pager above (80) pagers, Licensee will be billed \$25.00 per month per pager.

6. Licensees' members shall bear, personally, the entire risk of loss, theft, damage or destruction of the radio pagers and will, personally, guarantee to Agent, payments of \$300.00 for any loss, theft, damage or destruction of the radio pagers.

7. Agent shall furnish sufficient space in its' business office, or in any other suitable premises in said city which may hereafter establish as its' business offices to house the dispatching equipment.

8. THIS AGREEMENT shall insure to the benefit of and be binding on the heirs, administrators, assigns, or successors of the parties hereto.

IN WITNESS WHEREOF this agreement has been signed in duplicate by Parties Hereto in the City aforesaid as of: February, 1, 1974.

LICENSEE: Mid-Missouri Emergency Assoc.

BY: Don D. Owens

AGENT: Capital Radar Security, Inc.

BY: Bruce L. Henry, Jr.

Applicants Exhibit No. 5
Date 12-20-78 Case No. TA-79-66
Reporter JF