



Board of Public Works and Safety

Agenda Item

Cover Sheet

MEETING DATE: May 13, 2025

- ☒ Consent Agenda Item
- ☐ New Item for Discussion
- ☐ Previously Discussed Item
- ☐ Miscellaneous

ITEM #: 13

INITIATED BY: David Dale

- ☒ Information Attached
- ☐ Verbal
- ☐ No Paperwork at Time of Packets

SERVICES AGREEMENT

This Services Agreement (hereinafter referred to as “Agreement”), entered into by and between the **City of Noblesville, Indiana, a municipal corporation** (hereinafter referred to as “City”) and **Ryan Fireprotection, Inc.** (hereinafter referred to as “Contractor”), and its successors and assigns, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

SECTION I. INTERPRETATION AND INTENT

- 1.1 The “Agreement”, as referred to herein, shall mean this Agreement executed by City and Contractor, and shall include this Services Agreement and the **Exhibit A** attached hereto, and any written supplemental agreement or modification entered into between City and Contractor, in writing, after the date of this Agreement.
- 1.2 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both City and Contractor.
- 1.3 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of City or Contractor the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to City, shall govern.
- 1.4 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against City solely by virtue of City or City’s representatives having drafted all or any portion of this Agreement.
- 1.5 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

SECTION II. DUTIES OF CONTRACTOR

- 2.1 Contractor shall provide services as specified in **Exhibit A**, attached hereto and incorporated into this Agreement.

SECTION III. TERM

- 3.1 The term of this Agreement shall begin upon execution and terminate April 1, 2026, (“Termination Date”) unless terminated earlier in accordance with this Agreement.

SECTION IV. COMPENSATION

- 4.1 Contractor proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in **Exhibit A**.

Compensation shall not exceed Four Thousand Five Hundred Twenty-Five Dollars and Zero Cents (\$4,525.00).

- 4.2 Funding for a multi-year agreement is not guaranteed. All of the City's obligations under this Agreement shall be subject to annual appropriation and shall not constitute a general obligation or indebtedness of the City.

SECTION V. GENERAL PROVISIONS

- 5.1 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the City. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by City for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate City in any way.

- 5.2 Subcontracting.

Approval required. The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of City. In the event that City approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.

- 5.3 Necessary Documentation. N/A

- 5.4 Records; Audit. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement period copies thereof, if requested, shall be furnished at no cost to City.

- 5.5 Ownership.

5.5.1 "Works" means works of authorship fixed in any tangible medium of expression by Contractor or its officers, employees, agents or subcontractors in the course of performing the services under this Agreement, including, but not limited to, computer programs, electronic art, computer generated art, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports and charts, regardless of the medium in which they are fixed, and all copies thereof.

5.5.2 All Works made or created by Contractor, either solely or jointly with City, in the course of Contractor's performance of services under this Agreement shall be deemed to be works for hire and are and shall be the exclusive property of City.

At City's request, Contractor will execute all documents reasonably required to confirm or perfect ownership of such Works and any corresponding copyright rights in and to such Works in City. Without the prior written consent of City, Contractor shall not use, copy or prepare derivative works of the Works, or any parts of them, other than as related to the performance of this Agreement. During the performance of this Agreement, Contractor shall be responsible for loss or damage to the Works while they are in Contractor's possession or control. Any loss or damage shall be restored at Contractor's expense. City shall have free and unlimited access to the Works at all times and, upon demand, shall have the right to claim and take possession of the Works and all copies. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers for archival purposes only, in accordance with applicable professional standards.

5.6 Insurance.

Minimum Insurance Requirements. Prior to commencing Work, the Contractor shall purchase and maintain from insurance companies lawfully authorized to do business in Indiana policies of insurance acceptable to the City, which afford the coverages set forth below. Insurance shall be written for not less than limits of liability specified or required by law, whichever coverage is greater, and shall include coverage for Contractor's indemnification obligations contained in this Agreement. Certificates of Insurance acceptable to the City shall be given to the City prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. Each policy must be endorsed to provide that the policy will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the City; provided however that such policies may be cancelled with only ten (10) days' prior notice for non-payment of premium. The required coverages and limits which Contractor is required to obtain are as follows:

A. Commercial General Liability

Limits of Liability:	\$2,000,000 General Aggregate
	\$2,000,000 Products & Completed Ops.
	\$1,000,000 Bodily Injury / Prop. Damage
	\$1,000,000 Personal / Advertising Injury
	\$1,000,000 Each Occurrence

B. Auto Liability

Limits of Liability:	\$500,000 Per Accident
Coverage Details	All owned, non-owned, & hired vehicles

C. Workers Compensation and Employer's Liability

As required by Indiana law.

D. Professional/Errors & Omissions Liability

Limits of Liability	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate

All coverage provided above shall be endorsed to include the City as an additional insured except for the Worker's Compensation / Employer's Liability and Professional/Errors & Omissions policy.

5.7 Termination for Cause or Convenience.

5.7.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days written notice of City's intent to terminate, and (2) an opportunity for consultation with City prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by City to be incurred by reason of Contractor's default.

5.7.2 This Agreement may be terminated in whole or in part in writing by City for City's convenience; provided that Contractor is given (1) not less than ten (10) calendar days written notice of intent to terminate and (2) an opportunity for consultation with City prior to termination. If City terminates for convenience, Contractor's compensation shall be equitably adjusted.

5.7.3 Upon receipt of notice of termination for default or for City's convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to City all Works and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.

5.7.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been made for the convenience of City. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Section 5.7.1 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.

5.8 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by City are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Agreement without penalty by

giving written notice documenting the lack of funding, in which instance this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. City agrees that it will make its best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

- 5.9 Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its board, agents and employees of any of them (“Indemnitees”) from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees and court costs and other expenses, arising out of or resulting from any negligent acts, errors, or omissions of the Work. The Contractor’s indemnification under this Section shall survive both final payment and the termination of this Agreement.
- 5.10 Notice. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):

To Contractor:
Ryan Fireprotection, Inc.
Attn: Alicia Bays
9740 East 148th Street
Noblesville, IN 46060

To City:
City of Noblesville
Attn: Aaron Head
16 S. 10th Street
Noblesville, IN 46060

Courtesy Copy:
City Attorney
16 S. 10th Street
Noblesville, IN 46060

- 5.11 Disputes. Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with City. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and City may otherwise agree in writing. Should Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by City or Contractor as a result of such failure to proceed shall be borne by Contractor, and Contractor shall make no claim against the City for such costs. City may withhold payments on disputed items pending resolution of the dispute.
- 5.12 Non-discrimination. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Contractor will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or

transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

5.13 Conflict of Interest.

5.13.1 Contractor certifies and warrants to City that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with City.

5.13.2 For purposes of compliance with IC 36-1-21, Contractor certifies and warrants to City that Contractor, or a person who wholly or partially owns Contractor, is not a relative, as that term is defined by IC 36-1-21-3, of an elected official of Noblesville, Indiana.

5.14 Non-contingent Fees. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty City shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

5.15 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

5.16 Applicable Laws; Forum.

5.16.1 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by City and Contractor to determine whether the provisions of the Agreement require formal modification.

5.16.2 This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the City of

Noblesville, County of Hamilton. Suit, if any, shall be brought in the State of Indiana, County of Hamilton.

- 5.17 Waiver. City's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of City's rights or remedies.
- 5.18 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- 5.19 Attorneys' Fees. Contractor shall be liable to City for reasonable attorneys' fees incurred by City in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.
- 5.20 Successors and Assigns. City and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of City or the Contractor.
- 5.21 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute agreements on behalf of Contractor and has obtained all necessary or applicable approval from the home office of Contractor to make this Agreement fully binding upon Contractor when his/her signature is affixed and accepted by City.
- 5.22 Debarment and Suspension
- 5.22.1 Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.
- 5.22.2 Contractor certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in IC 5-22-16.5.
- 5.22.3 Contractor shall provide immediate written notice to City if, at any time after entering into this Agreement, Contractor learns that its certifications were erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of

intent to include on a list created pursuant to IC 5-22-16.5, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.

5.22.4 Contractor shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.

5.23 Compliance With E-Verify Program. Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

5.23.1 Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractor subsequently learns is an unauthorized alien. If Contractor violates this Section 5.23, City shall require Contractor to remedy the violation not later than thirty (30) days after City notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, City shall terminate the contract for breach of contract. If City terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to City for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.

5.23.2 If Contractor employs or contracts with an unauthorized alien but City determines that terminating the contract would be detrimental to the public interest or public property, City may allow the contract to remain in effect until City procures a new contractor.

5.23.3 Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this Section 5.23, Contractor may terminate its contract with the subcontractor for such violation.

5.23.4 Pursuant to IC 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming Contractor's enrollment in the Program, unless the Program no longer exists, shall be filed with City prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

Ryan Fireprotection, Inc. (“Contractor”)

By: Edwin Frieden

Date: 4/3//25

Printed: Edwin Frieden

Title: Vice President

City of Noblesville

By: Chris Jensen

Date: 4/14/2025

Printed: Chris Jensen

Title: Mayor

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the City is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Contractor): Ryan Fireprotection, Inc.

By (Written Signature): Edwin Frieden

(Printed Name): Edwin Frieden

(Title): Vice President

Important - Notary Signature and Seal Required in the Space Below

STATE OF Indiana

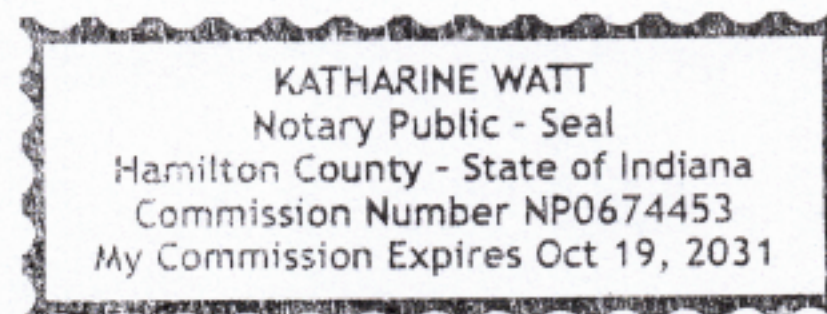
SS:

COUNTY OF Hamilton

Subscribed and sworn to before me this 1st day of May,
20 25.

My commission expires: Oct 19, 2031 (Signed) Katharine Watt

a. Residing in Hamilton County, State of Indiana





From | **Ryan Fireprotection, Inc.**
9740 East 148th Street
Noblesville IN 46060

Quote No. | **2039599**
Type | Inspection
Prepared By | Alicia Bays
Created On | 01/13/2025
Valid Until | 01/31/2025

Quote For | **The City of Noblesville**
407 S 7th St
407 South 7th Street
Noblesville IN 46060
(317) 773-1766

Services to be completed

Sprinkler

2025 Life Safety Inspection Pricing

Code	Parts, Labor, and Items	Quantity	Unit Price	Total
	Annual Sprinkler Inspection	1	\$1,888.00	\$1,888.00
	Annual Fire Alarm Inspection	1	\$803.00	\$803.00
	Annual Fire Extinguisher Inspection	1	\$311.00	\$311.00
	Annual & Semi-Annual FM 200 Inspection	2	\$512.00	\$1,024.00
	Annual Ansul Fire Cabinet	1	\$439.00	\$439.00
	Submittal Fees	1	\$60.00	\$60.00
			GRAND TOTAL	\$4,525.00


Terms and Conditions

1. Payment is due upon receipt of invoice. Ryan Fireprotection, Inc. ("Seller") reserves the right to assess an interest charge of 1.5% per month or the maximum permitted by law, whichever is less, on accounts overdue. Customer agrees to pay all taxes including state and local taxes or excise taxes however designated, levied or based on the service charges pursuant to this Agreement. If Buyer fails to pay any monies when due hereunder, or otherwise fails to perform any act or covenant herein, such failure shall constitute a default of this agreement and shall entitle Seller to terminate this agreement upon five (5) days written notice to Buyer. Upon any event of Buyer's default, Seller shall be entitled to exercise all rights and pursue all remedies available under this agreement or otherwise pursuant to applicable law. Additionally, Seller shall be entitled to recover its reasonable attorneys' fees and costs incurred due to Buyer's default.
2. The Buyer shall furnish sufficient space on the premises for material and proper facilities for execution of the work, including watchman, water, lighting, heating, telephone, and elevator service, when available at Buyer's expense.
3. It is agreed the Seller assumes no responsibility for any personal injury or property damage arising directly or indirectly out of work covered by this order, including any loss or damage resulting from the testing, flushing, remodeling, or use of reworked or used material, unless due to the sole negligence of the Seller. It is understood that it is impossible to predetermine whether a system will stand testing for flushing pressures without resulting in water or other damage. The Buyer agrees to pay for any additional labor or material made necessary from the use of reworked or used material.
4. The Seller retains title to all material and equipment furnished, whether or not attached to the real estate (it being agreed that same, however attached, is to be deemed personal property), until full payment is made, and shall have the right in case of default by the Buyer hereunder to enter the premises and remove such material and equipment or any part thereof, whether or not attached to the real estate.
5. The Seller shall be under no obligation to the Buyer other than as expressed herein. The terms herein supersede any and all written and/or verbal agreements of any terms and conditions between Seller and Buyer governing the matters set forth herein.

6. In recognition of the relative risks and benefits of the Project to both the Buyer and the Seller, the risks have been allocated such that the Buyer agrees, to the fullest extent permitted by law, to limit the liability of the Seller and the Seller's officers, directors, partners, employees, shareholders, owners and sub consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Seller and the Seller's officers, directors, partners, employees, shareholders, owners and sub consultants shall not exceed \$5,000.00, or the Sellers total fee for services rendered on this Project, whichever is lesser. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
7. Buyer agrees and understands that water based fire protection system equipment shall be maintained in accordance of NFPA 25 Standard for Inspection, Testing and Maintenance of Water Based Fire Protection Systems and is the sole responsibility of the buyer.
8. Buyer agrees and understands that low point origins are their sole responsibility and shall be maintained in accordance of NFPA 25.
9. Buyer agrees and understands that fire alarm system equipment shall be maintained in accordance of NFPA72 National Fire Alarm and Signaling Code and is the sole responsibility of the buyer.
10. Buyer agrees and understands that clean agent fire extinguishing system equipment shall be maintained in accordance of NFPA2001 Standard for Clean Agent Fire Extinguishing Systems and is the sole responsibility of the buyer.
11. Buyer agrees and understands that portable fire extinguisher shall be maintenance in accordance of NFPA10 Standard for Portable Fire Extinguishers and is the sole responsibility of the buyer.
12. Buyer warrants and represents that the person signing this Agreement on its behalf is fully authorized to sign on behalf of Buyer, and that Buyer shall be bound hereby.
13. Any revision, modification or alteration to these Terms and Conditions must be mutually agreed to by both parties, and must be evidenced by written notations on these Terms and Conditions that are initialed by both parties, otherwise no such revision, modification or alteration shall be valid.
14. Buyer warrants and represents that it has read and understood all of the terms set forth herein and that Buyer voluntarily agrees to be bound by this Agreement.

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: Chris Jensen Date: 04/14/2025

Signature: 

1. Subscriber agrees that the System is to be kept in good working order by Subscriber. Subscriber further agrees that Company has no responsibility for the operation or non-operation of the System or the transmission of signals to Company's Central Station receiving equipment.

2. Subscriber agrees that this Agreement shall continue, without action by either party, extend and renew itself under the same terms and on the conditions precedent that Dealer prepay for central station monitoring services to be rendered by Company to Subscriber, and that Dealer not be in breach or default under Company's contract with Dealer. Subscriber agrees that Dealer's failure to prepay Company as aforesaid or Dealer's breach or default under Company's contract with Dealer shall permit Company, upon five (5) days written notice to Subscriber, to terminate this Agreement, and Subscriber hereby releases

Company for all general, special, incidental and consequential expense, loss and damage to Subscriber, whether due to the sole, joint or several negligence of Company, its agents, servants, employees, suppliers or subcontractors. Subscriber further agrees that Dealer is an independent contractor and not an agent of Company for any purpose whatsoever, including, but not limited to, payment for monitoring services. Therefore, Subscriber hereby waives any right to equitable relief against Company. Notwithstanding the above provision, should Subscriber obtain equitable relief against Company, Subscriber agrees to pay Company all monies claimed by Company to be due and owing to Company by Dealer for past services to Subscriber, all monies for future services to be rendered Subscriber, as well as Company's reasonable attorneys, fees and expenses in defending any action by Subscriber seeking equitable relief.

3. **SUBSCRIBER AGREES AND UNDERSTANDS: THAT COMPANY IS NOT AN INSURER AND THAT INSURANCE COVERING PERSONAL INJURY, INCLUDING DEATH, AND REAL OR PERSONAL PROPERTY LOSS OR DAMAGE IN, ABOUT OR TO THE PREMISES SHALL BE OBTAINED BY THE SUBSCRIBER; THAT COMPANY MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANT-ABILITY OR FITNESS FOR PURPOSE; THAT THE EQUIPMENT AND SERVICES ARE DESIGNED TO REDUCE, BUT NOT ELIMINATE, CERTAIN RISKS OF LOSS AND THAT THE AMOUNTS BEING CHARGED BY COMPANY ARE NOT SUFFICIENT TO WARRANT OR GUARANTEE THAT EITHER NO LOSS OR DAMAGE WILL OCCUR OR INCREASED LOSS OR DAMAGE WILL NOT OCCUR; THAT COMPANY IS NOT LIABLE FOR ANY LOSS OR DAMAGE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUS WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT EVEN IF DUE TO THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF COMPANY OR ITS AGENTS, SERVANTS, EMPLOYEES, SUPPLIERS OR SUBCONTRACTORS, OR TO THE IMPROPER PERFORMANCE OF AND/OR FAILURE TO PERFORM OF THE EQUIPMENT, OR BREACH OF CONTRACT, EXPRESS OR IMPLIED, OR BREACH OF WARRANTY, EXPRESS OR IMPLIED, OR BY LOSS OR DAMAGE TO FACILITIES NECESSARY TO OPERATE THE SYSTEM OR ANY CENTRAL STATION; THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF THE COMPANY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE, REAL OR PERSONAL, WHICH IS IN CONNECTION WITH, ARISES OUT OF OR FROM, OR RESULTS FROM THE REMOTE PROGRAMMING OR MONITORING OF ANY EQUIPMENT OR SYSTEM, AND/OR THE DISPATCH OF INDIVIDUALS TO THE PREMISES, AND/OR THE FAILURE OR FAULTY OPERATION OF THE SYSTEM, EQUIPMENT OR CENTRAL STATION FACILITIES, AND/OR THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE (INCLUDING GROSS NEGLIGENCE) OF COMPANY AND/OR ITS AGENTS, SERVANTS, EMPLOYEES, SUPPLIERS OR SUBCONTRACTORS INCLUDING, WITHOUT LIMITATION, ACTS, ERRORS OR OMISSIONS WHICH OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT, AND/OR ANY CLAIM(S) BROUGHT IN PRODUCT OR STRICT LIABILITY, AND/OR BREACH OF WARRANTY, EXPRESS OR IMPLIED, AND/OR BREACH OF CONTRACT, EXPRESS OR IMPLIED, AND/OR ANY CLAIM FOR CONTRIBUTION OR INDEMNIFICATION, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE AND/OR CONSEQUENTIAL DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$250.00, AND THIS LIABILITY SHALL BE EXCLUSIVE.**

IN THE EVENT THAT THE SUBSCRIBER WISHES TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, SUBSCRIBER MAY, AS A MATTER OF RIGHT, OBTAIN FROM COMPANY A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT FOR THE INCREASE IN SUCH LIMIT OF LIABILITY, BUT THIS HIGHER LIMITATION SHALL IN NO WAY BE INTERPRETED TO HOLD COMPANY AS AN INSURER.

4. Subscriber understands that transmission of signals from the devices with which the System is equipped ("devices") and/or the System may be via radio telemetry, satellite transmission, cable or wire (telephone circuit) and that alternative or additional protection can be installed at Subscriber's request and expense. Subscriber further understands that for equipment which transmits signals via the telephone circuit there are various types of telephone line service, including direct wire, McCulloh Loop, Multiplex, etc., and the devices are not infallible and Subscriber specifically acknowledges that Company does not represent or warrant that the devices, System or the transmission of signals from the devices or the System via satellite transmission, radio telemetry, cable, or telephone line service may not be interrupted, circumvented or compromised. In addition, Subscriber understands that a digital central station communicator is a non-supervised reporting device which requires the telephone equipment, connection to the telephone network and the telephone line ("Telephone Equipment") to be compatible and operative with the System for a signal to be transmitted by the System and/or received by the central station; if the Telephone Equipment is not compatible or operative there is no indication of this fact at the central station and no signal can be received by the central station while the Telephone Equipment remains incompatible or inoperative. Subscriber further understands that satellite transmissions, radio telemetry and radio frequency transmissions may be impaired or interrupted by ground interference and/or atmospheric conditions, including, without limitation, sun spots, electrical storms, power failures or other conditions and events beyond the control of Company and that if satellite or radio transmissions are interrupted there is no indication of this fact at the central station and no signal can be received by the central station while the interruption continues.

5. Subscriber does hereby for him/her/itself and all parties claiming under him/her/it release and discharge Company from and against all hazards covered by insurance or bond, including all deductibles and retained limits as well as loss or damage in excess of policy limits. It is expressly understood and agreed that no insurance company, insurer, or bonding company or their successors or assigns shall have any rights created by a Loan Agreement, Loan Receipt, or other like document or procedure, or any right of subrogation against Company.

6. Subscriber agrees to indemnify, defend and hold harmless Company from and against all claims, demands, liabilities, damages, losses, expenses, including attorneys fees and lawsuits which may be asserted against or incurred by Company by or due to any person not a party to this Agreement, including Subscriber's insurance or bonding company, for any expense, loss or damage including, but not limited to, statutory civil damages, personal injury, death and/or property damage, real or personal, arising out of the design, sale, lease, installation, repair, service, dispatch, maintenance, monitoring, recording of communications, operation or non-operation of the equipment, System or central station facilities, whether due to the sole, joint or several negligence (including gross negligence) of Company or its agents, servants, employees, suppliers, or subcontractors, breach of contract, express or implied, breach of warranty, express or implied, product or strict liability, and/or any claim for contribution or indemnification, whether in contract, tort or equity.

7. Upon termination of monitoring services for any reason, the receipt of signals from "run-away," Systems, Systems which excessively signal the Company's Central Station without apparent reason or Premises or Systems not under contract with Company, Subscriber empowers and authorizes Company to refrain from monitoring the System and/or to render the equipment incapable of communicating with its Central Station by direct or remote programming the removal or deletion of data necessary for the operation of the System or through any other means render inoperable the microprocessor or other communication device, without any liability to Subscriber, and Subscriber hereby releases Company for all general, special, incidental, exemplary, punitive and consequential expense, loss or damage to Subscriber, whether due to the sole, joint or several negligence (including gross negligence) of Company, its agents, servants, employees, suppliers or subcontractors. If Company is prohibited to remote program or to render inoperable the microprocessor or other communication device, or if, after written notice to Subscriber, Subscriber fails to disconnect the System or prevent the System from communicating with the Central Station, Subscriber agrees to pay to Company the sum of Fifty (\$50.00) Dollars for each signal from the Premises received by the Central station, as liquidated damages and not as a penalty. Further, Subscriber agrees to pay to Company all costs actually incurred by Company in any claim, suit or arbitration ("Claim") including, without limitation, actual attorneys' fees and court costs incurred by Company in connection with, arising out of or from or resulting from any Claim including, without limitation, any action at law or in equity arising out of this Section.

8. It is the sole responsibility of the Subscriber to (i) confirm that the Telephone Equipment is compatible with the System, especially when there are changes to the Telephone Equipment or services rendered to Subscriber by the telephone company, i.e., call waiting, Centrex telephone system, answering machines, etc., and (ii) test the equipment periodically, at least monthly and whenever changes are made to telephone service for the Premises. Any claimed inadequacy or failure of the equipment shall be immediately reported to Dealer.

9. In the event the System is activated for any reason whatsoever, the Subscriber agrees to pay without recourse or to reimburse Company for any fines, fees, costs, expenses, and penalties assessed against Subscriber and/or Company by any court or local, state or federal government or agency as a result thereof. Subscriber further agrees that Company, at its sole option, shall be permitted, upon five (5) days written notice to Subscriber, to terminate this Agreement if, in Company's sole opinion, Subscriber misuses or abuses the System, or the System is activated without apparent cause.

10. This Agreement becomes binding upon Company only when signed by an authorized representative of Company, who must be a Corporate Officer if any of the printed terms and conditions have been interlineated, altered or substituted by other wording. This Agreement is binding on the heirs, executors, administrators, successors and assigns of the parties, and shall be governed by and construed according to the laws of the state set forth in Company's address.

11. This Agreement is not assignable by Subscriber except upon the written consent of Company, which shall be at Company's sole option. This Agreement or any portion thereof is assignable by Company at its sole option.

12. If Company shall waive any breach by Subscriber, it shall not be construed as a waiver of any subsequent breach, and Company's failure to exercise any rights hereunder shall not be construed as a waiver of any breach unless specifically waived by Company in writing. Company's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available under law and equity even though not expressly referred to herein.

13. (a) Non-U.L. Central Station monitoring service consists solely of the calling by telephone of third party professional agencies or the telephone number supplied by Subscriber in writing upon receipt of signals transmitted from equipment at the Premises. Subscriber agrees that Company shall have no liability for any loss, damage or expense to Subscriber including, without limitation, any general, special, incidental, exemplary, punitive or consequential damages arising out of remote programming of the Equipment or System.

(b) U.L. Central Station monitoring service consists solely of the obligations set forth in Section 13(a) hereof and responding to the Premises upon receipt of a signal from the Premises pursuant to the U.L. standards for the U.L. certification issued as of the date of commencement of monitoring service.

14. Subscriber agrees that Company's obligations hereunder are waived and released automatically without notice and without liability to Company for any general, special, incidental, exemplary, punitive or consequential expense, loss or damage to Subscriber, in case the Central Station, telephone network equipment, or facilities necessary to operate the System or Central Station are destroyed, damaged, or inoperable for any reason whatsoever, for the duration of such interruption of service.

15. Subscriber agrees that Company has no responsibility for the condition or operation of any equipment, system, device, or property of any sort of Subscriber, Dealer, the telephone company or others. If the System transmits signals by wire (telephone circuit), Subscriber acknowledges that (a) the communication between the System at the Premises and Company's central station is via the telephone lines, (b) the telephone lines may not transmit the communication from the System, and lines may not transmit the communication from the System, and (c) Company's sole obligation under such circumstances is to notify the telephone company that the telephone line is not operating when Company receives information advising it of said problem. If the System or its devices transmits signals by radio telemetry, Subscriber understands that a radio telemetry system is a non-supervised reporting device which requires operable antennae and non interference with radio wave transmissions for a receiver/transmitter and/or central station; if there is interference of the transmissions or if the antennae are inoperative, signal can be transmitted by the devices or System and/or received by the central station while the interference and/or inoperative condition continues.

16. All claims, actions or proceedings, legal or equitable, against Company must be commenced in court within one (1) year after the cause of action has accrued or the act, omission or event occurred from which the claim, action or proceeding arises, whichever is earlier, without judicial extension of time, or said claim, action or proceeding is barred, time being of the essence of this paragraph.

17. This instrument contains the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all previous and contemporaneous negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement. Neither party has authority to make or claim any representation, term, promise, condition, statement, warranty, or inducement which is not expressed herein. Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this instrument, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting. All changes or amendments to this Agreement must be in writing and signed by the parties to be binding on the parties.

18. The acceptance of this Agreement in writing or by course of conduct or payment by Subscriber to Dealer waives all terms and conditions contained in any purchase order, acknowledgment or contract submitted by Subscriber and Subscriber agrees that no other terms or conditions contained in any Subscriber document, unless signed by an authorized officer of Company, whether those terms or conditions be additional to, different from, or conflicting with the terms and conditions hereof, shall be deemed included herein or agreed to by Company. Neither the failure of Company to object to any communication from Subscriber, nor any performance by Company shall be deemed an acceptance of any terms or conditions which are additional to, different from, or conflicting with the terms and conditions contained herein.

19. If, at any time after the date hereof, additional services are authorized by Subscriber, all services supplied by Company shall be subject to the terms of this Agreement only, except that additional charges shall be made for such additional services.

20. Company reserves the right to subcontract for the provision of services under this Agreement. Subscriber agrees and acknowledges that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Company to provide any service set forth herein to Subscriber, and bind Subscriber to said subcontractor(s) with the same force and effect as they bind Subscriber to Company. Subscriber specifically agrees to defend, indemnify and hold harmless Company from and against all claims by any subcontractor engaged by Company.

21. Subscriber acknowledges that Company may record wire and oral communications and hereby consents and authorizes Company to so record all such communications between Company, Subscriber and/or Subscriber's agents, servants, employees and/or representatives.

22. Subscriber agrees to pay without recourse or to reimburse Company for all charges, fees, expenses, permits, etc., by any utility or local, state or federal government or agency, relating to the services provided under this Agreement.

23. Subscriber agrees that System monitoring information, notification information, and all other information used by Company to perform services under this Agreement shall be in writing only. All changes or modifications of information shall be in writing only. No oral communication shall be binding on Company.

24. If the System is Remote Programmable, Subscriber agrees that all Subscriber requests shall be in writing or, if oral, shall be recorded by Company and Subscriber hereby consents to such recording pursuant to Paragraph 21 hereof. Further, Subscriber agrees that all Remote Programmable changes or additions to service provided by the Company shall automatically be subject to the terms and conditions of this Agreement only, except that all additional charges, if any, shall be paid by Subscriber to Dealer upon receipt of invoice for same.

25. Subscriber agrees that Company shall have no responsibility for the monitoring of medical alert signals except to the extent and as defined in the Medical Alert Rider to this Agreement which must be executed by Subscriber as a condition precedent to the monitoring of medical alert signals by Company. Subscriber agrees that unless a Medical Alert Rider is executed by Subscriber, Company shall be exculpated from any and all liability whatsoever in connection with, arising out of or from, or resulting from receipt of any medical alert signal(s) from Subscriber or Subscriber's premises. If Subscriber executes a Medical Alert Rider, Company's liability shall be subject to paragraph three (3) hereof.]

26. Subscriber acknowledges and agrees that it is Subscriber's specific intent that all medical alert signals shall be deemed by the parties to be general emergency signals (herein after "General Emergency Signals") and NOT signals denoting any medical emergency requiring Company to contact or dispatch any medical, hospital, ambulance, or other like entity, person or service (hereinafter "Medical Assistance"). Subscriber agrees that it is Subscriber's sole responsibility to (i) prepare for any medical emergency, and (ii) contact or dispatch, and/or make other arrangements to contact or dispatch, Medical Assistance if and when necessary by means other than through Company.]

27. **SUBSCRIBER ACKNOWLEDGES AND AGREES THAT COMPANY'S SOLE RESPONSIBILITY UPON RECEIPT OF A GENERAL EMERGENCY SIGNAL TRANSMITTED FROM EQUIPMENT AT THE PREMISES IS TO CALL BY TELEPHONE THE LOCAL POLICE DEPARTMENT OR PUBLIC EMERGENCY RESPONSE AGENCY RESPONSIBLE FOR THE MUNICIPALITY IN WHICH THE PREMISES IS LOCATED. SUBSCRIBER UNDERSTANDS AND AGREES THAT COMPANY SHALL NOT UNDER ANY CIRCUMSTANCES CONTACT OR DISPATCH MEDICAL ASSISTANCE FOR SUBSCRIBER OR THE PREMISES AND COMPANY IS HEREBY RELEASED FROM ANY AND ALL CLAIMS, SUITS, ACTIONS AND DEMANDS WHATSOEVER IN LAW OR EQUITY WHICH SUBSCRIBER, OR ANYONE CLAIMING THROUGH SUBSCRIBER, IN ANY WAY MIGHT OR COULD CLAIM AGAINST COMPANY BASED UPON OR IN ANY WAY ARISING OUT OF COMPANY'S FAILURE TO CONTACT OR DISPATCH MEDICAL ASSISTANCE.]**



From | **Ryan Fireprotection, Inc.**
9740 East 148th Street
Noblesville IN 46060

Quote No. | **2039373**
Type | Preventative Maintenance
Prepared By | Alicia Bays
Created On | 01/08/2025
Valid Until | 01/31/2025

Quote For | **The City of Noblesville**
407 S 7th St
407 South 7th Street
Noblesville IN 46060
(317) 773-1766

Description of Work

Scope:

1. This proposal is based on the annual fire alarm monitoring.

General Conditions:

- This proposal is based on the fire alarm monitoring being performed 7 days a week - 24 hours a day.

Exclusions:

- Overtime, Wire Replacement
- Material
- Inspections
- Additional Repairs
- Unforeseen Conditions

Services to be completed

Alarm Monitoring

Fire Alarm Monitoring

Code	Parts, Labor, and Items	Quantity	Unit Price	Total
	On-Going Annual Monitoring	1	\$650.00	\$650.00
			GRAND TOTAL	\$650.00

Terms and Conditions

- This initial agreement is limited to the inspection and testing of the existing fire sprinkler equipment only and does not include any maintenance, alterations, repairs, replacement of parts or any field adjustments whatsoever.
- This Agreement will commence on the effective date and continue for an initial period of (1) one year. This Agreement will thereafter automatically renew for successive terms of (1) year(s). Either party may terminate this Agreement at the end of the (1) one year term or at the end of any subsequent (1) one year term by giving the other party ninety (90) days written notice prior to the expiration date. The inspection shall not be pro-rated if this Agreement terminated after payment has been made.
- Ryan Fireprotection, Inc. ("RFI"), shall complete a written report after each inspection and shall promptly report all needed maintenance, repairs and replacement of parts, which in the judgment of RFI, may be needed. The report and any recommendations are only advisory in nature and are intended to assist Buyer in reducing the possibility of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested which require prompt consideration. The Report of Inspection and any other report forms or tags used, reflect the condition of the equipment at the time of the inspection only. RFI shall furnish a written report after each inspection to Buyer and does have the permission of Buyer to forward a copy of these reports to Buyers Insurance Inspection Bureau, Local Fire Department, or water purveyor, if requested. Buyer shall be responsible for distributing written report to appropriate maintenance personnel.

4. RFI may at all reasonable times enter any part of the said premises for the purpose hereof. If for any reason RFI must wait for an unreasonable amount of time on Buyer to enter parts of said premises, the Buyer shall pay RFI, as an extra to the contract amount shown above, the additional expense involved. Any cancellation of any appointment of Buyer must be made, in writing, no less than twenty-four (24) hours prior to the scheduled time of the appointment. Failure by Buyer to provide the required notice of cancellation shall result in RFI being entitled to assess a trip charge to Buyer. RFI shall also be entitled to cancel the appointment and to be paid a trip charge in the event that RFI is unable to enter Buyers premises within thirty (30) minutes after its arrival.
5. Any additional devices or equipment or adjunct added to the above premises after the date hereof shall be inspected by RFI and Buyer shall pay therefore an additional price commensurate with the usual charges made by RFI for inspecting such equipment, and a new contract shall be executed incorporating such additional equipment or adjuncts at a price to be agreed upon between RFI and Buyer.
6. Any additional work requested by Buyer, including repairs, replacement of parts or field adjustments, will be furnished at an extra charge and handled as a separate agreement. RFI will provide Buyer with an estimated price, as requested, before the additional work is performed.
7. All notices by either party to the other shall be in writing and served by mail, postage paid, directed to the other party at its mailing address herein designated, as well as electronic mail directed to the following: RFI: KRyan@RyanFP.com; Buyer: _____
8. If a party materially breaches this agreement, the other party may provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the agreement upon fifteen (15) days written notice to the other party. If RFI notifies Buyer of a material breach pursuant to this paragraph, RFI may temporarily suspend services under this agreement during the specified cure period.
9. This proposal may be withdrawn by RFI, if not accepted within thirty (30) days from the date shown above.
10. RFI may automatically adjust the price annually effective on the first invoice in each calendar year. This adjustment will be driven by the percentage change in RFI's regular time hourly labor cost. RFI's regular time hourly labor cost equals the sum of the regular time hourly labor rate plus the cost of fringe benefits and applicable taxes, without limitation welfare, retirement benefits, vacation, paid holidays, insurance, and other contributions, paid to personnel where the equipment is located.
11. If the controlling ownership or management of Buyer changes during the term of this Agreement, the new owner or manager of Buyer shall have the right to terminate this Agreement within 30 days of said change. If this Agreement is not terminated within 30 days of the change of ownership or management, then this Agreement shall automatically be deemed to be transferred and assigned to the new owner or manager.
12. Payment is due upon receipt of invoice. Ryan Fireprotection, Inc. (RFI) reserves the right to assess an interest charge of 1.5% per month or the maximum permitted by law, whichever is less, on accounts overdue. Buyer agrees to pay all taxes including state and local taxes or excise taxes however designated, levied or based on the service charges pursuant to this Agreement. If Buyer fails to pay any monies when due hereunder, or otherwise fails to perform any act or covenant herein, such failure shall constitute a default of this agreement and shall entitle RFI to terminate this agreement upon five (5) days written notice to Buyer. Upon any event of Buyers default, RFI shall be entitled to exercise all rights and pursue all remedies available under this agreement or otherwise pursuant to applicable law. Additionally, RFI shall be entitled to recover its reasonable attorneys fees and costs incurred due to Buyers default.
13. The Buyer shall furnish sufficient space on the premises for material and proper facilities for execution of the work, including watchman, water, lighting, heating, telephone, and elevator service, when available, at Buyers expense.
14. It is agreed RFI assumes no responsibility for any personal injury or property damage arising directly or indirectly out of work covered by this Agreement.
15. In recognition of the relative risks and benefits to both the Buyer and RFI, the risks have been allocated such that the Buyer agrees, to the fullest extent permitted by law, to limit the liability of RFI and RFIs officers, directors, partners, employees, shareholders, owners and sub consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys fees and costs and expert-witness fees and costs, so that the total aggregate liability of RFI and RFIs officers, directors, partners, employees, shareholders, owners and sub consultants shall not exceed \$5,000.00, or RFIs total annual fee for services rendered, whichever is lesser. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
16. Buyer agrees that all fire and safety equipment shall be maintained in accordance with the applicable NFPA Standards, Codes and Regulations, at the sole responsibility and cost of the Buyer.
17. Buyer warrants and represents that the person signing this Agreement on its behalf is fully authorized to sign on behalf of Buyer, and that Buyer shall be bound hereby.
18. Any revision, modification or alteration to these Terms and Conditions must be mutually agreed to by both parties, and must be evidenced by written notations on these Terms and Conditions that are initialed by both parties, otherwise no such revision, modification or alteration shall be valid.
19. Buyer warrants and represents that it has read and understood all of the terms set forth herein and that Buyer voluntarily agrees to be bound by this Agreement. RFI shall be under no obligation to the Buyer other than as expressed herein. The terms herein supersede any and all written and/or verbal agreements of any terms and conditions between RFI and Buyer governing the matters set forth herein

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER EPIC Insurance Midwest P.O. Box 80159 Indianapolis, IN 46280	CONTACT NAME: Tammy Cerulli PHONE (A/C, No, Ext): - FAX (A/C, No): E-MAIL ADDRESS: tammy.cerulli@epicbrokers.com														
INSURED Ryan Fireprotection Inc. 9740 East 148th Street Noblesville, IN 46060	<table border="1"> <thead> <tr> <th data-bbox="803 472 1429 493">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1429 472 1573 493">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="803 493 1429 514">INSURER A : The Travelers Indemnity Company</td> <td data-bbox="1429 493 1573 514">25658</td> </tr> <tr> <td data-bbox="803 514 1429 535">INSURER B : Travelers Property Casualty Co of Amer</td> <td data-bbox="1429 514 1573 535">25674</td> </tr> <tr> <td data-bbox="803 535 1429 556">INSURER C : Great American Insurance Company</td> <td data-bbox="1429 535 1573 556">16691</td> </tr> <tr> <td data-bbox="803 556 1429 577">INSURER D : Corvus Insurance</td> <td data-bbox="1429 556 1573 577">54151</td> </tr> <tr> <td data-bbox="803 577 1429 598">INSURER E :</td> <td data-bbox="1429 577 1573 598"></td> </tr> <tr> <td data-bbox="803 598 1429 619">INSURER F :</td> <td data-bbox="1429 598 1573 619"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Travelers Indemnity Company	25658	INSURER B : Travelers Property Casualty Co of Amer	25674	INSURER C : Great American Insurance Company	16691	INSURER D : Corvus Insurance	54151	INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR PD Ded: \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	VTC2KCO4S966140IND	12/30/2024	12/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	VTJCAP4S966152TIL2	12/30/2024	12/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	X	X	CUP7W3485152425	12/30/2024	12/30/2025	EACH OCCURRENCE \$ 10,000,000
C	<input type="checkbox"/> EXCESS LIAB			TUE486147202	12/30/2024	12/30/2025	AGGREGATE \$ 15,000,000
B	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			EX4R98587424NF	12/30/2024	12/30/2025	\$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB9T3929852425K	12/30/2024	12/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Leased/Rented			QT6309T567600TIL24	12/30/2024	12/30/2025	\$ 432,400/\$5,000 Ded.
B	Installation			QT6309T567600TIL	12/30/2024	12/30/2025	\$ 1,330,000/\$2,500 Ded.
D	Cyber Liability			CYB10815692200	12/30/2024	12/30/2025	\$ 3,000,000/\$25,000 Ret.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability/Pollution Liability: Illinois Union Insurance Company, Policy #CEOG24552469013,
 Policy Term: 12/30/24 - 12/30/25; Limit \$5,000,000 Per Wrongful Act or Pollution Condition / \$5,000,000 Aggregate.

Crime: Travelers Insurance Company, Policy #105703156, Policy Term: 12/30/24 - 12/30/25,
 (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

For Informational Use	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

Third Party - \$1,000,000 Limit.

General Liability and Automobile Liability policies include Additional Insured status where required by written contract. General Liability and Automobile liability policies are primary non-contributory when required by written contract. General Liability, Automobile liability, Workers Compensation and Umbrella policies include a waiver of subrogation, signed prior to a loss, where required by written contract. Umbrella follows form.

**PURCHASE ORDER
CITY OF NOBLESVILLE
16 SOUTH 10TH STREET STE 270**

PAGE: 1

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 0031216070010

FEDERAL EXCISE TAX EXEMPT
356001141

NOBLESVILLE IN 46060
PHONE: 317-776-6328
FAX: 317-776-6369

PURCHASE ORDER NO. 250163

THIS NUMBER MUST APPEAR ON INVOICES, A/P
VOUCHER, DELIVERY MEMO, PACKING SLIPS,
SHIPPING LABELS AND ANY CORRESPONDENCE.

SHIP TO:**TO**

**VENDOR # 3046
RYAN FIRE PROTECTION
9740 EAST 148TH STREET
NOBLESVILLE IN 46060**

ATTN:

DATE 04/15/2025	DEPARTMENT MAINT 001		SHIP TO ARRIVE BY			
APPROPRIATION NUMBER	QUANTITY	UNIT	DESCRIPTION	PROJECT #	UNIT PRICE	AMOUNT
101001361.100	1.0		ANNUAL FIRE SYSTEM INSP FOR IDI BLDG (407 S		4525.00	4525.00

SHIP VIA

TOTAL

4525.00

SHIPPING INSTRUCTIONS

- * SHIP PREPAID
- * C.O.D. SHIPMENTS CANNOT BE ACCEPTED
- * PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS.
- * THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945 AND ACTS AMENDATORY THEREOF AND SUPPLEMENTAL THERETO.

PAYMENT

- * A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN AFFIDAVIT ATTACHED.
- * I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

TITLE

CONTROLLER

ORIGINAL - VENDOR'S COPY



FINANCE & ACCOUNTING

Funding Verification/Encumbrance Request Form

Date to be submitted to BoW/Park Board: 5/13/2025 (put N/A if not submitting to BoW/Park Board)Vendor name: Ryan Fire Protection Inc.Vendor Address: 9740 E 148th Street Noblesville, IN 46060Brief description of purchase: Annual Fire System Inspection for IDI Building (407 S 7th St.)

Source of Funding:

- ☒ Current Year Operational Budget
☐ Subsequent Year Operational Budget¹
☐ Funding not yet finalized (attach explanation)²
☐ Loan or debt proceeds
☐ Non-Appropriated Fund³

Fund #	101
Department #	001
Project # (NA if no project #)	N/A
Expense Object #	Amount
#1	361.100 \$ 4,525.00
#2	
#3	

1) This option may only be selected AFTER the adoption of the subsequent year budget. OFA will create a PO after the start of the next year. If contract details change in between form submission and the start of the year, contact OFA Staff.

2) This option may only be selected in unusual circumstances. An additional FVF will need to be submitted to OFA once funding source has been determined. OFA will not create a PO until this follow-up form has been submitted.

3) These funds are not appropriated through the annual budget process. They include but are not limited to grant funds and impact fee funds.

Are you requesting that a Purchase Order (PO) be created for this expenditure?

- ☒ Yes Select for all purchases/contracts that will not be paid immediately
☐ No Select ONLY if department plans to initiate payment immediately

Additional Comments: _____

The Department certifies that sufficient appropriation authority exists in the stated fund and expense series to obligate the expense for future payment.

Department Director

(Signature)

David Dale

(Printed Name)

4/15/2025

(Date)

Please email completed form to OFAbudget@noblesville.in.gov

FOR OFFICE OF FINANCE AND ACCOUNTING USE ONLY

OFA Action Taken

- ☒ Purchase Order Created
☐ Reviewed Availability of funds (Contract/Purchase of over \$50k or paid with debt proceeds only)

PO # (if applicable): 250163

OFA Signature

- ☐ No Action Taken (Department should still include this form in purchase/contract approval submission)

Comments: _____

Initials: aaDate: 4/15/25

PURCHASE ORDER
CITY OF NOBLESVILLE
16 SOUTH 10TH STREET STE 270

PAGE: 1

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 0031216070010

FEDERAL EXCISE TAX EXEMPT
356001141

NOBLESVILLE IN 46060
PHONE: 317-776-6328
FAX: 317-776-6369

PURCHASE ORDER NO. 250166

THIS NUMBER MUST APPEAR ON INVOICES, A/P
VOUCHER, DELIVERY MEMO, PACKING SLIPS,
SHIPPING LABELS AND ANY CORRESPONDENCE.

SHIP TO:**TO**

VENDOR # 3046
RYAN FIRE PROTECTION
9740 EAST 148TH STREET
NOBLESVILLE IN 46060

ATTN:

DATE	DEPARTMENT	SHIP TO ARRIVE BY				
04/17/2025	MAINT 001					
APPROPRIATION NUMBER	QUANTITY	UNIT	DESCRIPTION	PROJECT #	UNIT PRICE	AMOUNT
101001361.100	1.0		ANNUAL FIRE ALARM SYSTEM MONITORING IDI		650.00	650.00

SHIP VIA

TOTAL

650.00

SHIPPING INSTRUCTIONS

- * SHIP PREPAID
- * C.O.D. SHIPMENTS CANNOT BE ACCEPTED
- * PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS.
- * THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945 AND ACTS AMENDATORY THEREOF AND SUPPLEMENTAL THERETO.

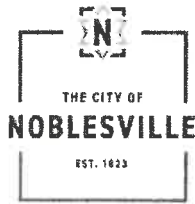
PAYMENT

- * A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN AFFIDAVIT ATTACHED.
- * I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

TITLE

CONTROLLER



FINANCE & ACCOUNTING

Funding Verification/Encumbrance Request Form

Date to be submitted to BoW/Park Board: 5/13/2025 (put N/A if not submitting to BoW/Park Board)Vendor name: Ryan Fire Protection Inc. 3046Vendor Address: 9740 E 148th Street Noblesville, IN 46060Brief description of purchase: Annual Fire Alarm System Monitoring for IDI Building (407 S 7th St.)

Source of Funding:

- ☒ Current Year Operational Budget
☐ Subsequent Year Operational Budget¹
☐ Funding not yet finalized (attach explanation)²
☐ Loan or debt proceeds
☐ Non-Appropriated Fund³

Fund #	101
Department #	001
Project # (NA if no project #)	N/A
Expense Object #	Amount
#1	361.100 \$ 650.00
#2	
#3	

1) This option may only be selected AFTER the adoption of the subsequent year budget. OFA will create a PO after the start of the next year. If contract details change in between form submission and the start of the year, contact OFA Staff.

2) This option may only be selected in unusual circumstances. An additional FVF will need to be submitted to OFA once funding source has been determined. OFA will not create a PO until this follow-up form has been submitted.

3) These funds are not appropriated through the annual budget process. They include but are not limited to grant funds and impact fee funds.

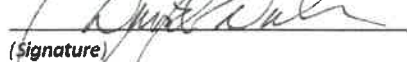
Are you requesting that a Purchase Order (PO) be created for this expenditure?

- ☒ Yes Select for all purchases/contracts that will not be paid immediately
☐ No Select ONLY if department plans to initiate payment immediately

Additional Comments: _____

The Department certifies that sufficient appropriation authority exists in the stated fund and expense series to obligate the expense for future payment.

Department Director


(Signature)

David Dale

(Printed Name)

4/15/2025

(Date)

Please email completed form to OFAbudget@noblesville.in.gov

FOR OFFICE OF FINANCE AND ACCOUNTING USE ONLY

OFA Action Taken

- ☒ Purchase Order Created
☐ Reviewed Availability of funds (Contract/Purchase of over \$50k or paid with debt proceeds only)
OFA Signature Caitlin Kesner
☐ No Action Taken (Department should still include this form in purchase/contract approval submission)

PO # (if applicable): 250166

Comments: _____

Initials: aa Date: 4/17/25