Board of Public Works and Safety

Agenda Item

Cover Sheet

MEETING DATE: May 29, 2018

☒ New Item for Discussion

☐ Previous Item for Discussion

☐ Miscellaneous

ITEM #: 2

INITIATED BY: Assistant Chief Matt Mitchell

☒ Information Attached

☐ Bring Paperwork from Previous Meeting

☐ Verbal

☐ No Paperwork at Time of Packets

MEMORANDUM

TO: MEMBERS OF THE BOARD OF WORKS

FROM: MATT MITCHELL, ASSISTANT FIRE CHIEF

DATE: MAY 29, 2018

IN RE: NFD IS REQUESTING BOARD TO CONSIDER ENTERING INTO A CONTRACT FOR FIRE PROTECTION MAINTENANCE WITH KOORSEN FIRE & SECURITY

The Noblesville Fire Department is requesting the Board to consider entering into a contract for Fire Protection Maintenance, including station maintenance of fire alarms and sprinklers, with Koorsen Fire and Protection.

The contract is a three year contract totaling $15,168.30, billed annually, with $5,056.10 being the amount due for the first year.

Your consideration with regard to this matter would be greatly appreciated.

Thank you,

MJM:dll

135 South 9th Street
Noblesville, Indiana 46060

p: 317.776.6336
f: 317.776.6376

Koorsen®
FIRE & SECURITY

KOORSEN ADVANTAGE PLAN

Date: April 26,2018

Submitted To:			From:	
Customer:	**Noblesville Fire Dept.**		**Koorsen Fire & Security**	
Address:	135 South 9th Street		2719 North Arlington Ave	
City, St, Zip:	Noblesville, Indiana 46060		Indianapolis, Indiana 46218	Email: brad.deal@koorsen.com
Contact:	Matt Mitchell Asst. Chief	Ph: 317-776-6336 O	Brad Deal	Phone: 317-308-7667 O

The period covered by this Agreement will be 3 year(s) and will begin on the Date of the First Inspection.

Service Location (If Different From Above) **Station 71 135 S 9th Street Noblesville, In. 46060** **Billing:** Annually

Koorsen Fire & Security is committed to providing you the best service and solutions to safeguard your facility and occupants from fire hazards and security concerns. Koorsen has been an industry leader since 1946 and will continue its strong tradition as one of the top fire and life safety providers. We appreciate the opportunity to provide the professional fire protection products and services your company demands and trusts.

The following Services are Included in this agreement as indicated by an "X" and as described on the attached pages.

	SERVICE	LEVEL	ANNUAL FEE	ACCEPTED
	FIRE EXTINGUISHERS			
	FIRE HOSES			
	EMERGENCY & EXIT LIGHTS			
X	FIRE ALARM & DETECTION SYSTEMS	Test & Inspect	$495.22	X
X	FIRE SPRINKLER SYSTEMS	Test & Inspect	$125.00	X
X	BACKFLOW DEVICES	Test & Inspect	$50.00	
	FIRE PUMPS			
	HEALTHCARE COMMUNICATION SYSTEMS			
	KITCHEN FIRE SUPPRESSION SYSTEMS			
	INDUSTRIAL DRY CHEMICAL SYSTEMS			
X	FIRE SUPPRESSION SYSTEMS	Test & Inspect	$1,450.00	X
	FIRST AID SYSTEMS			
	ENVIRONMENTAL SERVICES			
	VIDEO SURVEILLANCE SYSTEMS			
	ACCESS CONTROL SYSTEMS			
	SECURITY SYSTEMS			

Fee: (Total annual fee for all services checked above) : **$2,120.22**

Note: Sales Tax, if applicable, is NOT included in the price above.
Billing: An invoice for the total annual fee will be sent upon signed acceptance of this agreement or billed as indicated above.
All charges shall be paid "NET 25 DAYS" from the date of invoice.

The following are additional systems that Koorsen Fire & Security offers complete design, engineering, and installation services:

Fire Alarm
Fire Suppression
- Inergen
- NOVEC 1230
- FM-200
- CO2 - Low & High Pressure
- Dry Chemical

Security
- Commercial & Residential
- CCTV
- Card Access
- Monitoring

Communications
- Emergency Communications Systems
- Mass Notifications
- Nurse Call
- Pro Audio Sound
- School Communications
- Structured Cabling

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KOORSEN ADVANTAGE PLAN: Test & Inspect

Fire Alarm & Detection System Service

Number of Inspections: 1 **Month Inspection is Due:** June

The "Koorsen Advantage Plan-Test & Inspect" includes the following:

[X] **Inspection Only** (parts and repair labor, if necessary, will be invoiced separately)

[X] If checked, we have included sensitivity testing in the agreement price.
Smoke detector sensitivity test is required every 2 years. This test is due in: **2018**

[ ] **If checked, see "Addendum" for additional information or clarifications.**

Covered Equipment Counts:

8	Smoke Detectors	1	Control Panels	0	Annunciators
1	Heat Detectors	1	Remote Panels	0	Fire Pump Monitoring Points
0	Duct Detectors	1	Remote Power Supplies	0	Printers
4	Pull Stations	0	Fireman's Phone Jacks	0	Other Supervisory Devices
0	Flame Detectors	0	Fireman's Phones	0	Other Alarm Devices
1	Waterflow Monitor Module	1	Tamper Monitor Module	11	Notification Devices

Our inspection will include, if applicable, the following:

- ✓ Perform sensitivity test every 2 years.
- ✓ Check fire alarm panel to ensure that the alarm initiating devices are functioning properly.
- ✓ Verify the alarm indicating devices are functioning properly.
- ✓ Verify that the supervisory/trouble signal initiating devices are functioning properly.
- ✓ Verify system primary and auxiliary power supplies including battery back ups are sufficient.
- ✓ Functionally test detectors with test smoke.
- ✓ Pull every pull station and check their accessibility.
- ✓ If the facility has a remote annunciator, verify that the points being monitored are correct.
- ✓ If the system is monitored, verify the signal reached the monitoring company.

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KOORSEN ADVANTAGE PLAN: Test & Inspect

Fire Suppression System Service

Number of Inspections: 2 **Month Inspection is Due:** June

The "Koorsen Advantage Plan-Test & Inspect" includes the following:

[X] **Inspection Only** (Parts and labor for repairs, if necessary, will be invoiced separately)

[X] If checked, we have included sensitivity testing in the agreement price
Smoke detector sensitivity test is required every 2 years. This test is due in: **2018**

[ ] **Enclosure Integrity Test**

[ ] **Tests per year**
Please see the "Addendum" page for specific enclosures included.

[ ] **If checked, see "Addendum" for additional information or clarifications.**

Covered Equipment Counts:

[1] Number of hazards covered.
(See "Addendum" for specific hazards covered)

13	Initiating devices (detectors, pull stations, switches, sample points)	2	Cylinders
3	Notification devices (horn/strobes, strobes, bells)	4	Nozzles
0	Supervisory devices	2	Batteries
5	Agent control devices (switches, valves, solenoids)	1	Annunciators
3	Auxiliary control devices (shut downs, releases)		

Our inspection will include, if applicable, the following:

- ✓ Measure weight and pressure of all agent cylinders.
- ✓ Perform functional tests on all critical equipment shutdown and controls.
- ✓ Test suppression alarm, supervisory and trouble signals to building fire alarm system.
- ✓ Visually inspect all high pressure flexible hoses for potential wear or damage.
- ✓ Perform total system functional test and proper sequence of operation.
- ✓ Visually check the integrity of the room(s) for proper seal and potential leakage issues.
- ✓ Inspect all piping and nozzles for proper fittings, sizing and integrity.

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KOORSEN ADVANTAGE PLAN: Test & Inspect

Fire Sprinkler Systems Service

Number of Visits: See below **Month Inspection is Due:** June

The "Koorsen Advantage Plan-Test & Inspect" includes the following checked Service:

- [X] **Inspection Only.** Number of Annual Inspections included is: **1**
- [ ] **Quarterly Visits.** *This includes 1 Annual Inspection, 1 flowing water visit, and 2 visuals visits as applicable*
- [ ] **Semi-Annual Visits.** This includes 1 Annual Inspection and 1 Inspection of all Risers

Note: parts and repair labor, if necessary, will be invoiced separately for any of the services above.

- [ ] **If checked, see "Addendum" for additional information or clarifications.**

Covered Equipment Counts:

SPRINKLER RISERS:

1	Wet
0	Sectional Valves
0	Dry - full trip every 3 years, partial trip all other.
0	Pre-Action or Deluge - full trip every 3 years, partial trip all other.

0	Standpipes
0	Low Point Drains

0	Anti-Freeze Loop Inspection

FIRE HYDRANTS:

0	Flow Test

DETECTION & CONTROL:

0	Detectors
0	Pull Stations
2	Switches
1	PIV's
0	Notification Devices
0	Solenoid Devices
0	Auxiliary Controls
0	Control Panels

Our Annual Inspection will include, if applicable, the following:

- ✓ Flow water at each full inspection.
- ✓ Inspect all fire department connections.
- ✓ Inspect all flow switches.
- ✓ Inspect all control valves and tamper switches.
- ✓ Perform a main drain test on all risers noting static and residual water pressure.
- ✓ Test alarms on sprinkler systems.
- ✓ If there are dry pipe valves, inspect for proper air and water pressure and priming water level.
- ✓ Perform an annual full or partial trip test.
- ✓ Drain all low point drains identified by the Customer on dry systems.
- ✓ Verify that the monitoring company receives signal of water flow supervisory devices.

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KOORSEN ADVANTAGE PLAN: Test & Inspect

Backflow Devices Service

Number of Inspections: 1 **Month Inspection is Due:** June

The "Koorsen Advantage Plan-Test & Inspect" includes the following:

[X] **Inspection Only** *(parts and repair labor, if necessary, will be invoiced separately)*

[ ] **If checked, see "Addendum" for additional information or clarifications.**

Covered Equipment Counts:

BACKFLOW DEVICE:

[1] Total Count

Our inspection will include, if applicable, the following:

- ✓ Test backflow preventers inspected by certified backflow technicians.

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Term, Renewal, Expiration, Initial Deficiencies, Returned Merchandise & Conditions:

Prices per this quotation are in effect for 30 days from the date of this quote. This Agreement, following the initial term, shall automatically renew for a period equal to the initial term unless Customer provides notice of termination at least sixty (60) days before the expiration of the initial term or any renewal. If Customer terminates the Agreement without the required notice, Customer agrees to pay fifty (50) percent of the most recent annual fee as liquidated damages. Koorsen may terminate this Agreement at any time upon thirty (30) days written notice.

Customer agrees that at the time of any renewal of this Agreement, Koorsen may increase the annual fee for the renewal thereof. Customer agrees to pay the full amount of such increase, which does not exceed a 5% increase over the previous annual fee. In the event Koorsen increases the annual fee by an amount greater than 5%, Customer may terminate the Agreement upon written notice to Koorsen within fifteen (15) days of notification of such increase. No returned merchandise accepted for credit unless authorized. All claims must be made within 5 days of invoice.

Any deficiencies or failed components or extinguishers requiring maintenance or replacement, discovered during the Initial Inspection are not covered by this Agreement and will be an extra charge to correct. Once corrected, these items will be covered per the Agreement.

THE ATTACHED CONDITIONS ARE INCORPORATED IN THIS AGREEMENT. PLEASE READ CAREFULLY. KOORSEN IS NOT AN INSURER. OUR MAXIMUM LIABILITY IS LIMITED TO THE GREATER OF 10% OF THE ANNUAL SERVICE CHARGE OR $500.00. USER ACKNOWLEDGES RECEIPT OF COPY AND THAT HE HAS READ AND UNDERSTANDS THE CONDITIONS OF THE AGREEMENT.

It is understood that Koorsen Fire & Security, Inc. (KFS) is not an insurer, that it shall specifically be the obligation of customer to purchase any insurance which customer shall be exempt from liability for loss, damage or injury due directly or indirectly to occurrences or consequences therefrom which the Product Service is designed to detect or avert, and to identify KFS as an additional insured on such insurance policy.

The amounts payable to KFS hereinunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of the customer's property or property of others located in customer's premises. KFS makes no guaranty or warranty which extends beyond the description on the face hereof, including any implied warranty of merchantability or fitness, that the Product or Services supplied will avert or prevent occurrences or the consequences therefrom which the Product or Services is designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of KFS to perform any of its obligations hereunder. The customer does not desire this contract to provide for full liability of KFS and agrees that KFS shall be exempt from liability for loss, damage or injury due directly or indirectly to occurrences or consequences therefrom which the Product or Service is designed to detect or avert. That if KFS should be found liable for loss, damage or injury due to a failure of service or equipment in any respect, its liability shall be limited to a sum equal to 10% of the annual service charge, or $500, whichever is greater, as the agreed upon damages and not as a penalty, as the exclusive remedy, and that the provisions of this paragraph shall apply if loss, damage or injury, irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligation imposed by this contract or from negligence, active or otherwise, of KFS, its agents or employees. No suit or action shall be brought against KFS more than one (1) year after the accrual of the cause of action therefore, in the event any person not a party to this agreement shall make any claim or file any lawsuit against KFS for failure of its equipment or service in any respect, customer agrees to indemnify and hold KFS harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorney's fees.

So far as it is permitted by customer's property insurance coverage, customer hereby releases, discharges and agrees to hold KFS harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the customer's premises whether said claims are made by customer, his agents, or insurance company or other parties claiming under or through customer. Customer agrees to indemnify KFS against and defend and hold KFS harmless from any action for subrogation which may be brought against KFS by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorneys' fees.

It is further agreed that the limitations on liability and the obligations of the customer, expressed herein, shall inure to the benefit of and apply to all parent, subsidiary and affiliated KFS companies as well as to any company which KFS may contract with to provide any of the services set forth herein. If this agreement provides for a direct connection to a municipal police or fire department or other organization, that department, or other organization may invoke the provisions hereof against any claims by the customer due to any failure of such department or organization.

General

This agreement is the only agreement between Koorsen Fire & Security and the undersigned customer and supersedes all previous agreements with respect to its subject matter. This agreement may not be modified except in writing and signed by both parties.

Service Availability, Accessibility, and Covered Equipment

Routine inspections if required will be performed between 8:00 a.m. and 5:00 p.m. Monday through Friday. In the event the customer requests service at other times or Saturdays, Sundays or holidays, the customer agrees to pay additional charges, unless covered by agreement.

If access to locked or restricted areas is required to provide the services covered by this Agreement, Customer agrees to provide KFS a key or escort. Customer acknowledges that failure to provide these may cause KFS additional time and expense to perform the services. KFS reserves the right to add additional fees to the agreement in this case.

If this agreement includes Managed Access Control Services, the Customer must provide a connection to the Internet for the system.

If Koorsen is required to provide a lift to perform this agreement, there will be an additional charge, unless covered by this agreement.

This agreement is based upon the device counts listed. KFS reserves the right to add additional fees if the actual device counts are in excess of the contracted amount.

Exclusions

Koorsen Fire & Security will not be responsible for repair or damage caused by: (a) Unauthorized modifications or attachments, (b) Misuse or external causes such as accident or disaster, which shall include, but not be limited to fire, water, wind and lightning, neglect, interruptions in the building's main electrical service or alterations of equipment. You understand that a servicing agency may reserve the right to decline service if equipment is improperly installed by others, has been tampered with by unqualified personnel, is inadequate for purpose intended, or if contrary to fire prevention regulations.

Unless specifically stated as covered/included in this agreement, the labor and agent required to re-charge a system or device is not included.

For repair of any sprinkler system, it is customer's responsibility to show KFS all drain valves, including those hidden above the ceiling or in a wall. KFS will not be responsible for water damage caused from any undisclosed drain valve, whether or not it was known to customer. Customer is responsible for draining all low points following a Koorsen's inspection for all dry sprinkler systems.

Agreement Termination Penalty

Customer acknowledges that the contract option provides a discounted rate and that early termination of the agreement will result in financial damage to KFS. In the event of early termination by Customer, Customer shall be liable to KFS for a termination penalty of one year's annual fee. Early termination shall mean any act of Customer which effectively ends the agreement. Customer' shall be liable to KFS for any and all costs and expenses, including actual attorney fees, associated with the collection of the termination penalty if necessary.

Performance Guidance

If KFS does not perform services to the satisfaction of the Customer, the Customer may elect to terminate the agreement at any time. To terminate the agreement, the Customer must give KFS 30 days written notice and an opportunity to correct any deficiencies. If after 30 days, the Customer and KFS agree that the problems cannot be resolved, the agreement is terminated without penalty to either party.

Koorsen Fire & Security	**Title**	**Date**
By:	TAM	
Customer's Acceptance	**Title**	**Date**
By: Signature		
By: Printed		

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FIRE & SECURITY

KOORSEN ADVANTAGE PLAN

Date: May 5, 2018

Submitted To:			From:	
Customer:	**Noblesville Fire Dept.**		**Koorsen Fire & Security**	
Address:	135 South 9th Street		2719 North Arlington Ave	
City, St, Zip:	Noblesville, Indiana 46060		Indianapolis, Indiana 46218	Email: brad.deal@koorsen.com
Contact:	Matt Mitchell Asst. Chief	Ph: 317-776-6336 O	Brad Deal	Phone: 317-308-7667 O

The period covered by this Agreement will be 3 year(s) and will begin on the Date of the First Inspection.

Service Location (If Different From Above) **Station #72 400 S Harbour Dr. Noblesville, In 46060** **Billing:** Annually

Koorsen Fire & Security is committed to providing you the best service and solutions to safeguard your facility and occupants from fire hazards and security concerns. Koorsen has been an industry leader since 1946 and will continue its strong tradition as one of the top fire and life safety providers. We appreciate the opportunity to provide the professional fire protection products and services your company demands and trusts.

The following Services are included in this agreement as indicated by an "X" and as described on the attached pages.

	SERVICE	LEVEL	ANNUAL FEE	ACCEPTED
	FIRE EXTINGUISHERS			
	FIRE HOSES			
	EMERGENCY & EXIT LIGHTS			
X	FIRE ALARM & DETECTION SYSTEMS	Test & Inspect	$495.22	X
X	FIRE SPRINKLER SYSTEMS	Test & Inspect	$205.00	X
X	BACKFLOW DEVICES	Test & Inspect	$50.00	X
	FIRE PUMPS			
	HEALTHCARE COMMUNICATION SYSTEMS			
	KITCHEN FIRE SUPPRESSION SYSTEMS			
	INDUSTRIAL DRY CHEMICAL SYSTEMS			
	FIRE SUPPRESSION SYSTEMS			
	FIRST AID SYSTEMS			
	ENVIRONMENTAL SERVICES			
	VIDEO SURVEILLANCE SYSTEMS			
	ACCESS CONTROL SYSTEMS			
	SECURITY SYSTEMS			

Fee: (Total annual fee for all services checked above) : **$750.22**

Note: Sales Tax, if applicable, is NOT included in the price above.
Billing: An invoice for the total annual fee will be sent upon signed acceptance of this agreement or billed as indicated above.
All charges shall be paid "NET 25 DAYS" from the date of invoice.

The following are additional systems that Koorsen Fire & Security offers complete design, engineering, and installation services:

Fire Alarm
Fire Suppression
- Inergen
- NOVEC 1230
- FM-200
- CO2 - Low & High Pressure
- Dry Chemical

Security
- Commercial & Residential
- CCTV
- Card Access
- Monitoring

Communications
- Emergency Communications Systems
- Mass Notifications
- Nurse Call
- Pro Audio Sound
- School Communications
- Structured Cabling

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FIRE & SECURITY

KOORSEN ADVANTAGE PLAN: Test & Inspect

Fire Alarm & Detection System Service

Number of Inspections: 1 **Month Inspection is Due:** June

The "Koorsen Advantage Plan-Test & Inspect" includes the following:

[X] **Inspection Only** (parts and repair labor, if necessary, will be invoiced separately)

[X] If checked, we have included sensitivity testing in the agreement price.
Smoke detector sensitivity test is required every 2 years. This test is due in: **2019**

[ ] **If checked, see "Addendum" for additional information or clarifications.**

Covered Equipment Counts:

14	Smoke Detectors	1	Control Panels	1	Annunciators
3	Heat Detectors	0	Remote Panels	0	Fire Pump Monitoring Points
0	Duct Detectors	1	Remote Power Supplies	0	Printers
4	Pull Stations	0	Fireman's Phone Jacks	0	Other Supervisory Devices
0	Flame Detectors	0	Fireman's Phones	0	Other Alarm Devices
1	Waterflow Monitor Module	1	Tamper Monitor Module	9	Notification Devices

Our inspection will include, if applicable, the following:

- ✓ Perform sensitivity test every 2 years.
- ✓ Check fire alarm panel to ensure that the alarm initiating devices are functioning properly.
- ✓ Verify the alarm indicating devices are functioning properly.
- ✓ Verify that the supervisory/trouble signal initiating devices are functioning properly.
- ✓ Verify system primary and auxiliary power supplies including battery back ups are sufficient.
- ✓ Functionally test detectors with test smoke.
- ✓ Pull every pull station and check their accessibility.
- ✓ If the facility has a remote annunciator, verify that the points being monitored are correct.
- ✓ If the system is monitored, verify the signal reached the monitoring company.

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KOORSEN ADVANTAGE PLAN: Test & Inspect

Fire Sprinkler Systems Service

Number of Visits: See below **Month Inspection is Due:** June

The "Koorsen Advantage Plan-Test & Inspect" includes the following checked Service:

- [X] **Inspection Only.** Number of Annual Inspections included is: **1**
- [ ] **Quarterly Visits.** *This includes 1 Annual Inspection, 1 flowing water visit, and 2 visuals visits as applicable*
- [ ] **Semi-Annual Visits.** This includes 1 Annual Inspection and 1 Inspection of all Risers

Note: parts and repair labor, if necessary, will be invoiced separately for any of the services above.

- [ ] **If checked, see "Addendum" for additional information or clarifications.**

Covered Equipment Counts:

SPRINKLER RISERS:

0	Wet
0	Sectional Valves
1	Dry - full trip every 3 years, partial trip all other.
0	Pre-Action or Deluge - full trip every 3 years, partial trip all other.

0	Standpipes
1	Low Point Drains

0	Anti-Freeze Loop Inspection

FIRE HYDRANTS:

0	Flow Test

DETECTION & CONTROL:

0	Detectors
0	Pull Stations
2	Switches
1	PIV's
0	Notification Devices
0	Solenoid Devices
0	Auxiliary Controls
0	Control Panels

Our Annual Inspection will include, if applicable, the following:

- ✓ Flow water at each full inspection.
- ✓ Inspect all fire department connections.
- ✓ Inspect all flow switches.
- ✓ Inspect all control valves and tamper switches.
- ✓ Perform a main drain test on all risers noting static and residual water pressure.
- ✓ Test alarms on sprinkler systems.
- ✓ If there are dry pipe valves, inspect for proper air and water pressure and priming water level.
- ✓ Perform an annual full or partial trip test.
- ✓ Drain all low point drains identified by the Customer on dry systems.
- ✓ Verify that the monitoring company receives signal of water flow supervisory devices.

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KOORSEN ADVANTAGE PLAN: Test & Inspect

Backflow Devices Service

Number of Inspections: 1 **Month Inspection is Due:** June

The "Koorsen Advantage Plan-Test & Inspect" includes the following:

[X] **Inspection Only** *(parts and repair labor, if necessary, will be invoiced separately)*

[ ] **If checked, see "Addendum" for additional information or clarifications.**

Covered Equipment Counts:

BACKFLOW DEVICE:

[1] Total Count

Our inspection will include, if applicable, the following:

- ✓ Test backflow preventers inspected by certified backflow technicians.

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Term, Renewal, Expiration, Initial Deficiencies, Returned Merchandise & Conditions:

Prices per this quotation are in effect for 30 days from the date of this quote. This Agreement, following the initial term, shall automatically renew for a period equal to the initial term unless Customer provides notice of termination at least sixty (60) days before the expiration of the initial term or any renewal. If Customer terminates the Agreement without the required notice, Customer agrees to pay fifty (50) percent of the most recent annual fee as liquidated damages. Koorsen may terminate this Agreement at any time upon thirty (30) days written notice.

Customer agrees that at the time of any renewal of this Agreement, Koorsen may increase the annual fee for the renewal thereof. Customer agrees to pay the full amount of such increase, which does not exceed a 5% increase over the previous annual fee. In the event Koorsen increases the annual fee by an amount greater than 5%, Customer may terminate the Agreement upon written notice to Koorsen within fifteen (15) days of notification of such increase. No returned merchandise accepted for credit unless authorized. All claims must be made within 5 days of invoice.

Any deficiencies or failed components or extinguishers requiring maintenance or replacement, discovered during the Initial Inspection are not covered by this Agreement and will be an extra charge to correct. Once corrected, these items will be covered per the Agreement.

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It is understood that Koorsen Fire & Security, Inc. (KFS) is not an insurer, that it shall specifically be the obligation of customer to purchase any insurance which customer shall be exempt from liability for loss, damage or injury due directly or indirectly to occurrences or consequences therefrom which the Product Service is designed to detect or avert, and to identify KFS as an additional insured on such insurance policy.

The amounts payable to KFS hereinunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of the customer's property or property of others located in customer's premises. KFS makes no guaranty or warranty which extends beyond the description on the face hereof, including any implied warranty of merchantability or fitness, that the Product or Services supplied will avert or prevent occurrences or the consequences therefrom which the Product or Services is designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of KFS to perform any of its obligations hereunder. The customer does not desire this contract to provide for full liability of KFS and agrees that KFS shall be exempt from liability for loss, damage or injury due directly or indirectly to occurrences or consequences therefrom which the Product or Service is designed to detect or avert. That if KFS should be found liable for loss, damage or injury due to a failure of service or equipment in any respect, its liability shall be limited to a sum equal to 10% of the annual service charge, or $500, whichever is greater, as the agreed upon damages and not as a penalty, as the exclusive remedy, and that the provisions of this paragraph shall apply if loss, damage or injury, irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligation imposed by this contract or from negligence, active or otherwise, of KFS, its agents or employees. No suit or action shall be brought against KFS more than one (1) year after the accrual of the cause of action therefore, in the event any person not a party to this agreement shall make any claim or file any lawsuit against KFS for failure of its equipment or service in any respect, customer agrees to indemnify and hold KFS harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorney's fees.

So far as it is permitted by customer's property insurance coverage, customer hereby releases, discharges and agrees to hold KFS harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the customer's premises whether said claims are made by customer, his agents, or insurance company or other parties claiming under or through customer. Customer agrees to indemnify KFS against and defend and hold KFS harmless from any action for subrogation which may be brought against KFS by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorneys' fees.

It is further agreed that the limitations on liability and the obligations of the customer, expressed herein, shall inure to the benefit of and apply to all parent, subsidiary and affiliated KFS companies as well as to any company which KFS may contract with to provide any of the services set forth herein. If this agreement provides for a direct connection to a municipal police or fire department or other organization, that department, or other organization may invoke the provisions hereof against any claims by the customer due to any failure of such department or organization.

General

This agreement is the only agreement between Koorsen Fire & Security and the undersigned customer and supersedes all previous agreements with respect to its subject matter. This agreement may not be modified except in writing and signed by both parties.

Service Availability, Accessibility, and Covered Equipment

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If this agreement includes Managed Access Control Services, the Customer must provide a connection to the Internet for the system.

If Koorsen is required to provide a lift to perform this agreement, there will be an additional charge, unless covered by this agreement.

This agreement is based upon the device counts listed. KFS reserves the right to add additional fees if the actual device counts are in excess of the contracted amount.

Exclusions

Koorsen Fire & Security will not be responsible for repair or damage caused by: (a) Unauthorized modifications or attachments, (b) Misuse or external causes such as accident or disaster, which shall include, but not be limited to fire, water, wind and lightning, neglect, interruptions in the building's main electrical service or alterations of equipment. You understand that a servicing agency may reserve the right to decline service if equipment is improperly installed by others, has been tampered with by unqualified personnel, is inadequate for purpose intended, or if contrary to fire prevention regulations.

Unless specifically stated as covered/included in this agreement, the labor and agent required to re-charge a system or device is not included.

For repair of any sprinkler system, it is customer's responsibility to show KFS all drain valves, including those hidden above the ceiling or in a wall. KFS will not be responsible for water damage caused from any undisclosed drain valve, whether or not it was known to customer. Customer is responsible for draining all low points following a Koorsen's inspection for all dry sprinkler systems.

Agreement Termination Penalty

Customer acknowledges that the contract option provides a discounted rate and that early termination of the agreement will result in financial damage to KFS. In the event of early termination by Customer, Customer shall be liable to KFS for a termination penalty of one year's annual fee. Early termination shall mean any act of Customer which effectively ends the agreement. Customer' shall be liable to KFS for any and all costs and expenses, including actual attorney fees, associated with the collection of the termination penalty if necessary.

Performance Guidance

If KFS does not perform services to the satisfaction of the Customer, the Customer may elect to terminate the agreement at any time. To terminate the agreement, the Customer must give KFS 30 days written notice and an opportunity to correct any deficiencies. If after 30 days, the Customer and KFS agree that the problems cannot be resolved, the agreement is terminated without penalty to either party.

Koorsen Fire & Security	**Title**	**Date**
By:	TAM	
Customer's Acceptance	**Title**	**Date**
By: Signature		
By: Printed		

Koorsen®
FIRE & SECURITY

KOORSEN ADVANTAGE PLAN

Date: April 26,2018

Submitted To:			From:	
Customer:	**Noblesville Fire Dept.**		**Koorsen Fire & Security**	
Address:	135 South 9th Street		2719 North Arlington Ave	
City, St, Zip:	Noblesville, Indiana 46060		Indianapolis, Indiana 46218	Email: brad.deal@koorsen.com
Contact:	Matt Mitchell Asst. Chief	Ph: 317-776-6336 O	Brad Deal	Phone: 317-308-7667 O

The period covered by this Agreement will be 3 year(s) and will begin on the Date of the First Inspection.

Service Location (If Different From Above) **Station #74 2077 Hague Road Noblesville 46060** **Billing:** Annually

Koorsen Fire & Security is committed to providing you the best service and solutions to safeguard your facility and occupants from fire hazards and security concerns. Koorsen has been an industry leader since 1946 and will continue its strong tradition as one of the top fire and life safety providers. We appreciate the opportunity to provide the professional fire protection products and services your company demands and trusts.

The following Services are included in this agreement as indicated by an "X" and as described on the attached pages.

	SERVICE	LEVEL	ANNUAL FEE	ACCEPTED
☐	FIRE EXTINGUISHERS			
☐	FIRE HOSES			
☐	EMERGENCY & EXIT LIGHTS			
☐	FIRE ALARM & DETECTION SYSTEMS			
☐	FIRE SPRINKLER SYSTEMS			
X	BACKFLOW DEVICES	Test & Inspect	$90.00	✓
☐	FIRE PUMPS			
☐	HEALTHCARE COMMUNICATION SYSTEMS			
☐	KITCHEN FIRE SUPPRESSION SYSTEMS			
☐	INDUSTRIAL DRY CHEMICAL SYSTEMS			
☐	FIRE SUPPRESSION SYSTEMS			
☐	FIRST AID SYSTEMS			
☐	ENVIRONMENTAL SERVICES			
☐	VIDEO SURVEILLANCE SYSTEMS			
☐	ACCESS CONTROL SYSTEMS			
☐	SECURITY SYSTEMS			

Fee: (Total annual fee for all services checked above) : **$90.00**

Note: Sales Tax, if applicable, is NOT included in the price above.
Billing: An invoice for the total annual fee will be sent upon signed acceptance of this agreement or billed as indicated above. All charges shall be paid "NET 25 DAYS" from the date of invoice.

The following are additional systems that Koorsen Fire & Security offers complete design, engineering, and installation services:

Fire Alarm
Fire Suppression
- Inergen
- NOVEC 1230
- FM-200
- CO2 - Low & High Pressure
- Dry Chemical

Security
- Commercial & Residential
- CCTV
- Card Access
- Monitoring

Communications
- Emergency Communications Systems
- Mass Notifications
- Nurse Call
- Pro Audio Sound
- School Communications
- Structured Cabling

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FIRE & SECURITY

KOORSEN ADVANTAGE PLAN: Test & Inspect

Backflow Devices Service

Number of Inspections: 1 **Month Inspection is Due:** June

The "Koorsen Advantage Plan-Test & Inspect" includes the following:

[X] **Inspection Only** *(parts and repair labor, if necessary, will be invoiced separately)*

[ ] **If checked, see "Addendum" for additional information or clarifications.**

Covered Equipment Counts:

BACKFLOW DEVICE:

[1] Total Count

Our inspection will include, if applicable, the following:

- ✓ Test backflow preventers inspected by certified backflow technicians.

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Term, Renewal, Expiration, Initial Deficiencies, Returned Merchandise & Conditions:

Prices per this quotation are in effect for 30 days from the date of this quote. This Agreement, following the initial term, shall automatically renew for a period equal to the initial term unless Customer provides notice of termination at least sixty (60) days before the expiration of the initial term or any renewal. If Customer terminates the Agreement without the required notice, Customer agrees to pay fifty (50) percent of the most recent annual fee as liquidated damages. Koorsen may terminate this Agreement at any time upon thirty (30) days written notice.

Customer agrees that at the time of any renewal of this Agreement, Koorsen may increase the annual fee for the renewal thereof. Customer agrees to pay the full amount of such increase, which does not exceed a 5% increase over the previous annual fee. In the event Koorsen increases the annual fee by an amount greater than 5%, Customer may terminate the Agreement upon written notice to Koorsen within fifteen (15) days of notification of such increase. No returned merchandise accepted for credit unless authorized. All claims must be made within 5 days of invoice.

Any deficiencies or failed components or extinguishers requiring maintenance or replacement, discovered during the Initial Inspection are not covered by this Agreement and will be an extra charge to correct. Once corrected, these items will be covered per the Agreement.

THE ATTACHED CONDITIONS ARE INCORPORATED IN THIS AGREEMENT. PLEASE READ CAREFULLY. KOORSEN IS NOT AN INSURER. OUR MAXIMUM LIABILITY IS LIMITED TO THE GREATER OF 10% OF THE ANNUAL SERVICE CHARGE OR $500.00. USER ACKNOWLEDGES RECEIPT OF COPY AND THAT HE HAS READ AND UNDERSTANDS THE CONDITIONS OF THE AGREEMENT.

It is understood that Koorsen Fire & Security, Inc. (KFS) is not an insurer, that it shall specifically be the obligation of customer to purchase any insurance which customer shall be exempt from liability for loss, damage or injury due directly or indirectly to occurrences or consequences therefrom which the Product Service is designed to detect or avert, and to identify KFS as an additional insured on such insurance policy.

The amounts payable to KFS hereinunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of the customer's property or property of others located in customer's premises. KFS makes no guaranty or warranty which extends beyond the description on the face hereof, including any implied warranty of merchantability or fitness, that the Product or Services supplied will avert or prevent occurrences or the consequences therefrom which the Product or Services is designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of KFS to perform any of its obligations hereunder. The customer does not desire this contract to provide for full liability of KFS and agrees that KFS shall be exempt from liability for loss, damage or injury due directly or indirectly to occurrences or consequences therefrom which the Product or Service is designed to detect or avert. That if KFS should be found liable for loss, damage or injury due to a failure of service or equipment in any respect, its liability shall be limited to a sum equal to 10% of the annual service charge, or $500, whichever is greater, as the agreed upon damages and not as a penalty, as the exclusive remedy, and that the provisions of this paragraph shall apply if loss, damage or injury, irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligation imposed by this contract or from negligence, active or otherwise, of KFS, its agents or employees. No suit or action shall be brought against KFS more than one (1) year after the accrual of the cause of action therefore, in the event any person not a party to this agreement shall make any claim or file any lawsuit against KFS for failure of its equipment or service in any respect, customer agrees to indemnify and hold KFS harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorney's fees.

So far as it is permitted by customer's property insurance coverage, customer hereby releases, discharges and agrees to hold KFS harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the customer's premises whether said claims are made by customer, his agents, or insurance company or other parties claiming under or through customer. Customer agrees to indemnify KFS against and defend and hold KFS harmless from any action for subrogation which may be brought against KFS by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorneys' fees.

It is further agreed that the limitations on liability and the obligations of the customer, expressed herein, shall inure to the benefit of and apply to all parent, subsidiary and affiliated KFS companies as well as to any company which KFS may contract with to provide any of the services set forth herein. If this agreement provides for a direct connection to a municipal police or fire department or other organization, that department, or other organization may invoke the provisions hereof against any claims by the customer due to any failure of such department or organization.

General

This agreement is the only agreement between Koorsen Fire & Security and the undersigned customer and supersedes all previous agreements with respect to its subject matter. This agreement may not be modified except in writing and signed by both parties.

Service Availability, Accessibility, and Covered Equipment

Routine inspections if required will be performed between 8:00 a.m. and 5:00 p.m. Monday through Friday. In the event the customer requests service at other times or Saturdays, Sundays or holidays, the customer agrees to pay additional charges, unless covered by agreement.

If access to locked or restricted areas is required to provide the services covered by this Agreement, Customer agrees to provide KFS a key or escort. Customer acknowledges that failure to provide these may cause KFS additional time and expense to perform the services. KFS reserves the right to add additional fees to the agreement in this case.

If this agreement includes Managed Access Control Services, the Customer must provide a connection to the Internet for the system.

If Koorsen is required to provide a lift to perform this agreement, there will be an additional charge, unless covered by this agreement.

This agreement is based upon the device counts listed. KFS reserves the right to add additional fees if the actual device counts are in excess of the contracted amount.

Exclusions

Koorsen Fire & Security will not be responsible for repair or damage caused by: (a) Unauthorized modifications or attachments, (b) Misuse or external causes such as accident or disaster, which shall include, but not be limited to fire, water, wind and lightning, neglect, interruptions in the building's main electrical service or alterations of equipment. You understand that a servicing agency may reserve the right to decline service if equipment is improperly installed by others, has been tampered with by unqualified personnel, is inadequate for purpose intended, or if contrary to fire prevention regulations.

Unless specifically stated as covered/included in this agreement, the labor and agent required to re-charge a system or device is not included.

For repair of any sprinkler system, it is customer's responsibility to show KFS all drain valves, including those hidden above the ceiling or in a wall. KFS will not be responsible for water damage caused from any undisclosed drain valve, whether or not it was known to customer. Customer is responsible for draining all low points following a Koorsen's inspection for all dry sprinkler systems.

Agreement Termination Penalty

Customer acknowledges that the contract option provides a discounted rate and that early termination of the agreement will result in financial damage to KFS. In the event of early termination by Customer, Customer shall be liable to KFS for a termination penalty of one year's annual fee. Early termination shall mean any act of Customer which effectively ends the agreement. Customer' shall be liable to KFS for any and all costs and expenses, including actual attorney fees, associated with the collection of the termination penalty if necessary.

Performance Guidance

If KFS does not perform services to the satisfaction of the Customer, the Customer may elect to terminate the agreement at any time. To terminate the agreement, the Customer must give KFS 30 days written notice and an opportunity to correct any deficiencies. If after 30 days, the Customer and KFS agree that the problems cannot be resolved, the agreement is terminated without penalty to either party.

Koorsen Fire & Security	**Title**	**Date**
By:	TAM	
Customer's Acceptance	**Title**	**Date**
By: Signature		
By: Printed		

Koorsen®
FIRE & SECURITY

KOORSEN ADVANTAGE PLAN

Date: May 5, 2018

Submitted To:			From:	
Customer:	**Noblesville Fire Dept.**		**Koorsen Fire & Security**	
Address:	135 South 9th Street		2719 North Arlington Ave	
City, St, Zip:	Noblesville, Indiana 46060		Indianapolis, Indiana 46218	Email: brad.deal@koorsen.com
Contact:	Matt Mitchell Asst. Chief	Ph: 317-776-6336 O	Brad Deal	Phone: 317-308-7667 O

The period covered by this Agreement will be 3 year(s) and will begin on the Date of the First Inspection.

Service Location (If Different From Above) **Station #75 10170 E 91 ST. Noblesville, 46060** **Billing:** Annually

Koorsen Fire & Security is committed to providing you the best service and solutions to safeguard your facility and occupants from fire hazards and security concerns. Koorsen has been an industry leader since 1946 and will continue its strong tradition as one of the top fire and life safety providers. We appreciate the opportunity to provide the professional fire protection products and services your company demands and trusts.

The following Services are included in this agreement as indicated by an "X" and as described on the attached pages.

	SERVICE	LEVEL	ANNUAL FEE	ACCEPTED
	FIRE EXTINGUISHERS			
	FIRE HOSES			
	EMERGENCY & EXIT LIGHTS			
X	FIRE ALARM & DETECTION SYSTEMS	Test & Inspect	$495.22	
X	FIRE SPRINKLER SYSTEMS	Test & Inspect	$205.00	
X	BACKFLOW DEVICES	Test & Inspect	$100.00	
	FIRE PUMPS			
	HEALTHCARE COMMUNICATION SYSTEMS			
	KITCHEN FIRE SUPPRESSION SYSTEMS			
	INDUSTRIAL DRY CHEMICAL SYSTEMS			
	FIRE SUPPRESSION SYSTEMS			
	FIRST AID SYSTEMS			
	ENVIRONMENTAL SERVICES			
	VIDEO SURVEILLANCE SYSTEMS			
	ACCESS CONTROL SYSTEMS			
	SECURITY SYSTEMS			

Fee: (Total annual fee for all services checked above) : **$800.22**

Note: Sales Tax, if applicable, is NOT included in the price above.
Billing: An invoice for the total annual fee will be sent upon signed acceptance of this agreement or billed as indicated above. All charges shall be paid "NET 25 DAYS" from the date of invoice.

The following are additional systems that Koorsen Fire & Security offers complete design, engineering, and installation services:

Fire Alarm
Fire Suppression
- Inergen
- NOVEC 1230
- FM-200
- CO2 - Low & High Pressure
- Dry Chemical

Security
- Commercial & Residential
- CCTV
- Card Access
- Monitoring

Communications
- Emergency Communications Systems
- Mass Notifications
- Nurse Call
- Pro Audio Sound
- School Communications
- Structured Cabling

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KOORSEN ADVANTAGE PLAN: Test & Inspect

Fire Alarm & Detection System Service

Number of Inspections: 1 **Month Inspection is Due:** June

The "Koorsen Advantage Plan-Test & Inspect" includes the following:

[X] **Inspection Only** (parts and repair labor, if necessary, will be invoiced separately)

[X] If checked, we have included sensitivity testing in the agreement price.
Smoke detector sensitivity test is required every 2 years. This test is due in: **2019**

[ ] **If checked, see "Addendum" for additional information or clarifications.**

Covered Equipment Counts:

8	Smoke Detectors	1	Control Panels	1	Annunciators
1	Heat Detectors	0	Remote Panels	0	Fire Pump Monitoring Points
0	Duct Detectors	1	Remote Power Supplies	0	Printers
4	Pull Stations	0	Fireman's Phone Jacks	0	Other Supervisory Devices
0	Flame Detectors	0	Fireman's Phones	0	Other Alarm Devices
1	Waterflow Monitor Module	1	Tamper Monitor Module	11	Notification Devices

Our inspection will include, if applicable, the following:

- ✓ Perform sensitivity test every 2 years.
- ✓ Check fire alarm panel to ensure that the alarm initiating devices are functioning properly.
- ✓ Verify the alarm indicating devices are functioning properly.
- ✓ Verify that the supervisory/trouble signal initiating devices are functioning properly.
- ✓ Verify system primary and auxiliary power supplies including battery back ups are sufficient.
- ✓ Functionally test detectors with test smoke.
- ✓ Pull every pull station and check their accessibility.
- ✓ If the facility has a remote annunciator, verify that the points being monitored are correct.
- ✓ If the system is monitored, verify the signal reached the monitoring company.

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KOORSEN ADVANTAGE PLAN: Test & Inspect

Fire Sprinkler Systems Service

Number of Visits: See below **Month Inspection is Due:** June

The "Koorsen Advantage Plan-Test & Inspect" includes the following checked Service:

- [X] **Inspection Only.** Number of Annual Inspections included is: **1**
- [ ] **Quarterly Visits.** *This includes 1 Annual Inspection, 1 flowing water visit, and 2 visuals visits as applicable*
- [ ] **Semi-Annual Visits.** This includes 1 Annual Inspection and 1 Inspection of all Risers

Note: parts and repair labor, if necessary, will be invoiced separately for any of the services above.

- [ ] **If checked, see "Addendum" for additional information or clarifications.**

Covered Equipment Counts:

SPRINKLER RISERS:

0	Wet
0	Sectional Valves
1	Dry - full trip every 3 years, partial trip all other.
0	Pre-Action or Deluge - full trip every 3 years, partial trip all other.

0	Standpipes
1	Low Point Drains

0	Anti-Freeze Loop Inspection

FIRE HYDRANTS:

0	Flow Test

DETECTION & CONTROL:

0	Detectors
0	Pull Stations
2	Switches
1	PIV's
0	Notification Devices
0	Solenoid Devices
0	Auxiliary Controls
0	Control Panels

Our Annual Inspection will include, if applicable, the following:

- ✓ Flow water at each full inspection.
- ✓ Inspect all fire department connections.
- ✓ Inspect all flow switches.
- ✓ Inspect all control valves and tamper switches.
- ✓ Perform a main drain test on all risers noting static and residual water pressure.
- ✓ Test alarms on sprinkler systems.
- ✓ If there are dry pipe valves, inspect for proper air and water pressure and priming water level.
- ✓ Perform an annual full or partial trip test.
- ✓ Drain all low point drains identified by the Customer on dry systems.
- ✓ Verify that the monitoring company receives signal of water flow supervisory devices.

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KOORSEN ADVANTAGE PLAN: Test & Inspect

Backflow Devices Service

Number of Inspections: 1 **Month Inspection is Due:** June

The "Koorsen Advantage Plan-Test & Inspect" includes the following:

[X] **Inspection Only** *(parts and repair labor, if necessary, will be invoiced separately)*

[ ] **If checked, see "Addendum" for additional information or clarifications.**

Covered Equipment Counts:

BACKFLOW DEVICE:

[2] Total Count

Our inspection will include, if applicable, the following:

✓ Test backflow preventers inspected by certified backflow technicians.

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FIRE & SECURITY

Term, Renewal, Expiration, Initial Deficiencies, Returned Merchandise & Conditions:

Prices per this quotation are in effect for 30 days from the date of this quote. This Agreement, following the initial term, shall automatically renew for a period equal to the initial term unless Customer provides notice of termination at least sixty (60) days before the expiration of the initial term or any renewal. If Customer terminates the Agreement without the required notice, Customer agrees to pay fifty (50) percent of the most recent annual fee as liquidated damages. Koorsen may terminate this Agreement at any time upon thirty (30) days written notice.

Customer agrees that at the time of any renewal of this Agreement, Koorsen may increase the annual fee for the renewal thereof. Customer agrees to pay the full amount of such increase, which does not exceed a 5% increase over the previous annual fee. In the event Koorsen increases the annual fee by an amount greater than 5%, Customer may terminate the Agreement upon written notice to Koorsen within fifteen (15) days of notification of such increase. No returned merchandise accepted for credit unless authorized. All claims must be made within 5 days of invoice.

Any deficiencies or failed components or extinguishers requiring maintenance or replacement, discovered during the Initial Inspection are not covered by this Agreement and will be an extra charge to correct. Once corrected, these items will be covered per the Agreement.

THE ATTACHED CONDITIONS ARE INCORPORATED IN THIS AGREEMENT. PLEASE READ CAREFULLY. KOORSEN IS NOT AN INSURER. OUR MAXIMUM LIABILITY IS LIMITED TO THE GREATER OF 10% OF THE ANNUAL SERVICE CHARGE OR $500.00. USER ACKNOWLEDGES RECEIPT OF COPY AND THAT HE HAS READ AND UNDERSTANDS THE CONDITIONS OF THE AGREEMENT.

It is understood that Koorsen Fire & Security, Inc. (KFS) is not an insurer, that it shall specifically be the obligation of customer to purchase any insurance which customer shall be exempt from liability for loss, damage or injury due directly or indirectly to occurrences or consequences therefrom which the Product Service is designed to detect or avert, and to identify KFS as an additional insured on such insurance policy.

The amounts payable to KFS hereinunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of the customer's property or property of others located in customer's premises. KFS makes no guaranty or warranty which extends beyond the description on the face hereof, including any implied warranty of merchantability or fitness, that the Product or Services supplied will avert or prevent occurrences or the consequences therefrom which the Product or Services is designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of KFS to perform any of its obligations hereunder. The customer does not desire this contract to provide for full liability of KFS and agrees that KFS shall be exempt from liability for loss, damage or injury due directly or indirectly to occurrences or consequences therefrom which the Product or Service is designed to detect or avert. That if KFS should be found liable for loss, damage or injury due to a failure of service or equipment in any respect, its liability shall be limited to a sum equal to 10% of the annual service charge, or $500, whichever is greater, as the agreed upon damages and not as a penalty, as the exclusive remedy, and that the provisions of this paragraph shall apply if loss, damage or injury, irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligation imposed by this contract or from negligence, active or otherwise, of KFS, its agents or employees. No suit or action shall be brought against KFS more than one (1) year after the accrual of the cause of action therefore, in the event any person not a party to this agreement shall make any claim or file any lawsuit against KFS for failure of its equipment or service in any respect, customer agrees to indemnify and hold KFS harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorney's fees.

So far as it is permitted by customer's property insurance coverage, customer hereby releases, discharges and agrees to hold KFS harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the customer's premises whether said claims are made by customer, his agents, or insurance company or other parties claiming under or through customer. Customer agrees to indemnify KFS against and defend and hold KFS harmless from any action for subrogation which may be brought against KFS by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorneys' fees.

It is further agreed that the limitations on liability and the obligations of the customer, expressed herein, shall inure to the benefit of and apply to all parent, subsidiary and affiliated KFS companies as well as to any company which KFS may contract with to provide any of the services set forth herein. If this agreement provides for a direct connection to a municipal police or fire department or other organization, that department, or other organization may invoke the provisions hereof against any claims by the customer due to any failure of such department or organization.

General

This agreement is the only agreement between Koorsen Fire & Security and the undersigned customer and supersedes all previous agreements with respect to its subject matter. This agreement may not be modified except in writing and signed by both parties.

Service Availability, Accessibility, and Covered Equipment

Routine inspections if required will be performed between 8:00 a.m. and 5:00 p.m. Monday through Friday. In the event the customer requests service at other times or Saturdays, Sundays or holidays, the customer agrees to pay additional charges, unless covered by agreement.

If access to locked or restricted areas is required to provide the services covered by this Agreement, Customer agrees to provide KFS a key or escort. Customer acknowledges that failure to provide these may cause KFS additional time and expense to perform the services. KFS reserves the right to add additional fees to the agreement in this case.

If this agreement includes Managed Access Control Services, the Customer must provide a connection to the Internet for the system.

If Koorsen is required to provide a lift to perform this agreement, there will be an additional charge, unless covered by this agreement.

This agreement is based upon the device counts listed. KFS reserves the right to add additional fees if the actual device counts are in excess of the contracted amount.

Exclusions

Koorsen Fire & Security will not be responsible for repair or damage caused by: (a) Unauthorized modifications or attachments, (b) Misuse or external causes such as accident or disaster, which shall include, but not be limited to fire, water, wind and lightning, neglect, interruptions in the building's main electrical service or alterations of equipment. You understand that a servicing agency may reserve the right to decline service if equipment is improperly installed by others, has been tampered with by unqualified personnel, is inadequate for purpose intended, or if contrary to fire prevention regulations.

Unless specifically stated as covered/included in this agreement, the labor and agent required to re-charge a system or device is not included.

For repair of any sprinkler system, it is customer's responsibility to show KFS all drain valves, including those hidden above the ceiling or in a wall. KFS will not be responsible for water damage caused from any undisclosed drain valve, whether or not it was known to customer. Customer is responsible for draining all low points following a Koorsen's inspection for all dry sprinkler systems.

Agreement Termination Penalty

Customer acknowledges that the contract option provides a discounted rate and that early termination of the agreement will result in financial damage to KFS. In the event of early termination by Customer, Customer shall be liable to KFS for a termination penalty of one year's annual fee. Early termination shall mean any act of Customer which effectively ends the agreement. Customer' shall be liable to KFS for any and all costs and expenses, including actual attorney fees, associated with the collection of the termination penalty if necessary.

Performance Guidance

If KFS does not perform services to the satisfaction of the Customer, the Customer may elect to terminate the agreement at any time. To terminate the agreement, the Customer must give KFS 30 days written notice and an opportunity to correct any deficiencies. If after 30 days, the Customer and KFS agree that the problems cannot be resolved, the agreement is terminated without penalty to either party.

Koorsen Fire & Security	**Title**	**Date**
By:	TAM	
Customer's Acceptance	**Title**	**Date**
By: Signature		
By: Printed		

Koorsen®
FIRE & SECURITY

KOORSEN ADVANTAGE PLAN

Date: May 5, 2018

Submitted To:			From:	
Customer:	**Noblesville Fire Dept.**		**Koorsen Fire & Security**	
Address:	135 South 9th Street		2719 North Arlington Ave	
City, St, Zip:	Noblesville, Indiana 46060		Indianapolis, Indiana 46218	Email: brad.deal@koorsen.com
Contact:	Matt Mitchell Asst. Chief	Ph: 317-776-6336 O	Brad Deal	Phone: 317-308-7667 O

The period covered by this Agreement will be 3 year(s) and will begin on the Date of the First Inspection.

Service Location (If Different From Above) **Station #76 16800 Hazel Dell Noblesville 46060** **Billing:** Annually

Koorsen Fire & Security is committed to providing you the best service and solutions to safeguard your facility and occupants from fire hazards and security concerns. Koorsen has been an industry leader since 1946 and will continue its strong tradition as one of the top fire and life safety providers. We appreciate the opportunity to provide the professional fire protection products and services your company demands and trusts.

The following Services are included in this agreement as indicated by an "X" and as described on the attached pages.

	SERVICE	LEVEL	ANNUAL FEE	ACCEPTED
	FIRE EXTINGUISHERS			
	FIRE HOSES			
	EMERGENCY & EXIT LIGHTS			
X	FIRE ALARM & DETECTION SYSTEMS	Test & Inspect	$495.22	X
X	FIRE SPRINKLER SYSTEMS	Test & Inspect	$205.00	X
X	BACKFLOW DEVICES	Test & Inspect	$100.00	X
	FIRE PUMPS			
	HEALTHCARE COMMUNICATION SYSTEMS			
	KITCHEN FIRE SUPPRESSION SYSTEMS			
	INDUSTRIAL DRY CHEMICAL SYSTEMS			
	FIRE SUPPRESSION SYSTEMS			
	FIRST AID SYSTEMS			
	ENVIRONMENTAL SERVICES			
	VIDEO SURVEILLANCE SYSTEMS			
	ACCESS CONTROL SYSTEMS			
	SECURITY SYSTEMS			

Fee: (Total annual fee for all services checked above) : **$800.22**

Note: Sales Tax, if applicable, is NOT included in the price above.
Billing: An invoice for the total annual fee will be sent upon signed acceptance of this agreement or billed as indicated above.
All charges shall be paid "NET 25 DAYS" from the date of invoice.

The following are additional systems that Koorsen Fire & Security offers complete design, engineering, and installation services:

Fire Alarm
Fire Suppression
- Inergen
- NOVEC 1230
- FM-200
- CO2 - Low & High Pressure
- Dry Chemical

Security
- Commercial & Residential
- CCTV
- Card Access
- Monitoring

Communications
- Emergency Communications Systems
- Mass Notifications
- Nurse Call
- Pro Audio Sound
- School Communications
- Structured Cabling

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FIRE & SECURITY

KOORSEN ADVANTAGE PLAN: Test & Inspect

Fire Alarm & Detection System Service

Number of Inspections: 1 **Month Inspection is Due:** June

The "Koorsen Advantage Plan-Test & Inspect" includes the following:

[X] **Inspection Only** (parts and repair labor, if necessary, will be invoiced separately)

[X] If checked, we have included sensitivity testing in the agreement price.
Smoke detector sensitivity test is required every 2 years. This test is due in: **2019**

[ ] **If checked, see "Addendum" for additional information or clarifications.**

Covered Equipment Counts:

7	Smoke Detectors	1	Control Panels	1	Annunciators
1	Heat Detectors	0	Remote Panels	0	Fire Pump Monitoring Points
2	Duct Detectors	1	Remote Power Supplies	0	Printers
7	Pull Stations	0	Fireman's Phone Jacks	0	Other Supervisory Devices
0	Flame Detectors	0	Fireman's Phones	0	Other Alarm Devices
1	Waterflow Monitor Module	1	Tamper Monitor Module	18	Notification Devices

Our inspection will include, if applicable, the following:

- ✓ Perform sensitivity test every 2 years.
- ✓ Check fire alarm panel to ensure that the alarm initiating devices are functioning properly.
- ✓ Verify the alarm indicating devices are functioning properly.
- ✓ Verify that the supervisory/trouble signal initiating devices are functioning properly.
- ✓ Verify system primary and auxiliary power supplies including battery back ups are sufficient.
- ✓ Functionally test detectors with test smoke.
- ✓ Pull every pull station and check their accessibility.
- ✓ If the facility has a remote annunciator, verify that the points being monitored are correct.
- ✓ If the system is monitored, verify the signal reached the monitoring company.

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KOORSEN ADVANTAGE PLAN: Test & Inspect

Fire Sprinkler Systems Service

Number of Visits: See below **Month Inspection is Due:** June

The "Koorsen Advantage Plan-Test & Inspect" includes the following checked Service:

- [X] **Inspection Only.** Number of Annual Inspections included is: **1**
- [ ] **Quarterly Visits.** *This includes 1 Annual Inspection, 1 flowing water visit, and 2 visuals visits as applicable*
- [ ] **Semi-Annual Visits.** This includes 1 Annual Inspection and 1 Inspection of all Risers

Note: parts and repair labor, if necessary, will be invoiced separately for any of the services above.

- [ ] **If checked, see "Addendum" for additional information or clarifications.**

Covered Equipment Counts:

SPRINKLER RISERS:

0	Wet
0	Sectional Valves
1	Dry - full trip every 3 years, partial trip all other.
0	Pre-Action or Deluge - full trip every 3 years, partial trip all other.

0	Standpipes
1	Low Point Drains

0	Anti-Freeze Loop Inspection

FIRE HYDRANTS:

0	Flow Test

DETECTION & CONTROL:

0	Detectors
0	Pull Stations
2	Switches
1	PIV's
0	Notification Devices
0	Solenoid Devices
0	Auxiliary Controls
0	Control Panels

Our Annual Inspection will include, if applicable, the following:

- ✓ Flow water at each full inspection.
- ✓ Inspect all fire department connections.
- ✓ Inspect all flow switches.
- ✓ Inspect all control valves and tamper switches.
- ✓ Perform a main drain test on all risers noting static and residual water pressure.
- ✓ Test alarms on sprinkler systems.
- ✓ If there are dry pipe valves, inspect for proper air and water pressure and priming water level.
- ✓ Perform an annual full or partial trip test.
- ✓ Drain all low point drains identified by the Customer on dry systems.
- ✓ Verify that the monitoring company receives signal of water flow supervisory devices.

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KOORSEN ADVANTAGE PLAN: Test & Inspect

Backflow Devices Service

Number of Inspections: 1 **Month Inspection is Due:** June

The "Koorsen Advantage Plan-Test & Inspect" includes the following:

[X] **Inspection Only** *(parts and repair labor, if necessary, will be invoiced separately)*

[ ] **If checked, see "Addendum" for additional information or clarifications.**

Covered Equipment Counts:

BACKFLOW DEVICE:
[2] Total Count

Our inspection will include, if applicable, the following:

- ✓ Test backflow preventers inspected by certified backflow technicians.

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Term, Renewal, Expiration, Initial Deficiencies, Returned Merchandise & Conditions:

Prices per this quotation are in effect for 30 days from the date of this quote. This Agreement, following the initial term, shall automatically renew for a period equal to the initial term unless Customer provides notice of termination at least sixty (60) days before the expiration of the initial term or any renewal. If Customer terminates the Agreement without the required notice, Customer agrees to pay fifty (50) percent of the most recent annual fee as liquidated damages. Koorsen may terminate this Agreement at any time upon thirty (30) days written notice.

Customer agrees that at the time of any renewal of this Agreement, Koorsen may increase the annual fee for the renewal thereof. Customer agrees to pay the full amount of such increase, which does not exceed a 5% increase over the previous annual fee. In the event Koorsen increases the annual fee by an amount greater than 5%, Customer may terminate the Agreement upon written notice to Koorsen within fifteen (15) days of notification of such increase. No returned merchandise accepted for credit unless authorized. All claims must be made within 5 days of invoice.

Any deficiencies or failed components or extinguishers requiring maintenance or replacement, discovered during the Initial Inspection are not covered by this Agreement and will be an extra charge to correct. Once corrected, these items will be covered per the Agreement.

THE ATTACHED CONDITIONS ARE INCORPORATED IN THIS AGREEMENT. PLEASE READ CAREFULLY. KOORSEN IS NOT AN INSURER. OUR MAXIMUM LIABILITY IS LIMITED TO THE GREATER OF 10% OF THE ANNUAL SERVICE CHARGE OR $500.00. USER ACKNOWLEDGES RECEIPT OF COPY AND THAT HE HAS READ AND UNDERSTANDS THE CONDITIONS OF THE AGREEMENT.

It is understood that Koorsen Fire & Security, Inc. (KFS) is not an insurer, that it shall specifically be the obligation of customer to purchase any insurance which customer shall be exempt from liability for loss, damage or injury due directly or indirectly to occurrences or consequences therefrom which the Product Service is designed to detect or avert, and to identify KFS as an additional insured on such insurance policy.

The amounts payable to KFS hereinunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of the customer's property or property of others located in customer's premises. KFS makes no guaranty or warranty which extends beyond the description on the face hereof, including any implied warranty of merchantability or fitness, that the Product or Services supplied will avert or prevent occurrences or the consequences therefrom which the Product or Services is designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of KFS to perform any of its obligations hereunder. The customer does not desire this contract to provide for full liability of KFS and agrees that KFS shall be exempt from liability for loss, damage or injury due directly or indirectly to occurrences or consequences therefrom which the Product or Service is designed to detect or avert. That if KFS should be found liable for loss, damage or injury due to a failure of service or equipment in any respect, its liability shall be limited to a sum equal to 10% of the annual service charge, or $500, whichever is greater, as the agreed upon damages and not as a penalty, as the exclusive remedy, and that the provisions of this paragraph shall apply if loss, damage or injury, irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligation imposed by this contract or from negligence, active or otherwise, of KFS, its agents or employees. No suit or action shall be brought against KFS more than one (1) year after the accrual of the cause of action therefore, in the event any person not a party to this agreement shall make any claim or file any lawsuit against KFS for failure of its equipment or service in any respect, customer agrees to indemnify and hold KFS harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorney's fees.

So far as it is permitted by customer's property insurance coverage, customer hereby releases, discharges and agrees to hold KFS harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the customer's premises whether said claims are made by customer, his agents, or insurance company or other parties claiming under or through customer. Customer agrees to indemnify KFS against and defend and hold KFS harmless from any action for subrogation which may be brought against KFS by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorneys' fees.

It is further agreed that the limitations on liability and the obligations of the customer, expressed herein, shall inure to the benefit of and apply to all parent, subsidiary and affiliated KFS companies as well as to any company which KFS may contract with to provide any of the services set forth herein. If this agreement provides for a direct connection to a municipal police or fire department or other organization, that department, or other organization may invoke the provisions hereof against any claims by the customer due to any failure of such department or organization.

General

This agreement is the only agreement between Koorsen Fire & Security and the undersigned customer and supersedes all previous agreements with respect to its subject matter. This agreement may not be modified except in writing and signed by both parties.

Service Availability, Accessibility, and Covered Equipment

Routine inspections if required will be performed between 8:00 a.m. and 5:00 p.m. Monday through Friday. In the event the customer requests service at other times or Saturdays, Sundays or holidays, the customer agrees to pay additional charges, unless covered by agreement.

If access to locked or restricted areas is required to provide the services covered by this Agreement, Customer agrees to provide KFS a key or escort. Customer acknowledges that failure to provide these may cause KFS additional time and expense to perform the services. KFS reserves the right to add additional fees to the agreement in this case.

If this agreement includes Managed Access Control Services, the Customer must provide a connection to the Internet for the system.

If Koorsen is required to provide a lift to perform this agreement, there will be an additional charge, unless covered by this agreement.

This agreement is based upon the device counts listed. KFS reserves the right to add additional fees if the actual device counts are in excess of the contracted amount.

Exclusions

Koorsen Fire & Security will not be responsible for repair or damage caused by: (a) Unauthorized modifications or attachments, (b) Misuse or external causes such as accident or disaster, which shall include, but not be limited to fire, water, wind and lightning, neglect, interruptions in the building's main electrical service or alterations of equipment. You understand that a servicing agency may reserve the right to decline service if equipment is improperly installed by others, has been tampered with by unqualified personnel, is inadequate for purpose intended, or if contrary to fire prevention regulations.

Unless specifically stated as covered/included in this agreement, the labor and agent required to re-charge a system or device is not included.

For repair of any sprinkler system, it is customer's responsibility to show KFS all drain valves, including those hidden above the ceiling or in a wall. KFS will not be responsible for water damage caused from any undisclosed drain valve, whether or not it was known to customer. Customer is responsible for draining all low points following a Koorsen's inspection for all dry sprinkler systems.

Agreement Termination Penalty

Customer acknowledges that the contract option provides a discounted rate and that early termination of the agreement will result in financial damage to KFS. In the event of early termination by Customer, Customer shall be liable to KFS for a termination penalty of one year's annual fee. Early termination shall mean any act of Customer which effectively ends the agreement. Customer' shall be liable to KFS for any and all costs and expenses, including actual attorney fees, associated with the collection of the termination penalty if necessary.

Performance Guidance

If KFS does not perform services to the satisfaction of the Customer, the Customer may elect to terminate the agreement at any time. To terminate the agreement, the Customer must give KFS 30 days written notice and an opportunity to correct any deficiencies. If after 30 days, the Customer and KFS agree that the problems cannot be resolved, the agreement is terminated without penalty to either party.

Koorsen Fire & Security	**Title**	**Date**
By:	TAM	
Customer's Acceptance	**Title**	**Date**
By: Signature		
By: Printed		

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FIRE & SECURITY

KOORSEN ADVANTAGE PLAN

Date: April 26,2018

Submitted To:			From:	
Customer:	**Noblesville Fire Dept.**		**Koorsen Fire & Security**	
Address:	135 South 9th Street		2719 North Arlington Ave	
City, St, Zip:	Noblesville, Indiana 46060		Indianapolis, Indiana 46218	Email: brad.deal@koorsen.com
Contact:	Matt Mitchell Asst. Chief	Ph: 317-776-6336 O	Brad Deal	Phone: 317-308-7667 O

The period covered by this Agreement will be 3 year(s) and will begin on the Date of the First Inspection.

Service Location (If Different From Above) **station #77 15251 Olio Road Noblesville 46060** **Billing:** Annually

Koorsen Fire & Security is committed to providing you the best service and solutions to safeguard your facility and occupants from fire hazards and security concerns. Koorsen has been an industry leader since 1946 and will continue its strong tradition as one of the top fire and life safety providers. We appreciate the opportunity to provide the professional fire protection products and services your company demands and trusts.

The following Services are included in this agreement as indicated by an "X" and as described on the attached pages.

	SERVICE	LEVEL	ANNUAL FEE	ACCEPTED
	FIRE EXTINGUISHERS			
	FIRE HOSES			
	EMERGENCY & EXIT LIGHTS			
X	FIRE ALARM & DETECTION SYSTEMS	Test & Inspect	$495.22	X
X	FIRE SPRINKLER SYSTEMS	Test & Inspect	$205.00	
X	BACKFLOW DEVICES	Test & Inspect	$50.00	X
	FIRE PUMPS			
	HEALTHCARE COMMUNICATION SYSTEMS			
	KITCHEN FIRE SUPPRESSION SYSTEMS			
	INDUSTRIAL DRY CHEMICAL SYSTEMS			
	FIRE SUPPRESSION SYSTEMS			
	FIRST AID SYSTEMS			
	ENVIRONMENTAL SERVICES			
	VIDEO SURVEILLANCE SYSTEMS			
	ACCESS CONTROL SYSTEMS			
	SECURITY SYSTEMS			

Fee: (Total annual fee for all services checked above) : **$750.22**

Note: Sales Tax, if applicable, is NOT included in the price above.
Billing: An invoice for the total annual fee will be sent upon signed acceptance of this agreement or billed as indicated above.
All charges shall be paid "NET 25 DAYS" from the date of invoice.

The following are additional systems that Koorsen Fire & Security offers complete design, engineering, and installation services:

Fire Alarm
Fire Suppression
- Inergen
- NOVEC 1230
- FM-200
- CO2 - Low & High Pressure
- Dry Chemical

Security
- Commercial & Residential
- CCTV
- Card Access
- Monitoring

Communications
- Emergency Communications Systems
- Mass Notifications
- Nurse Call
- Pro Audio Sound
- School Communications
- Structured Cabling

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KOORSEN ADVANTAGE PLAN: Test & Inspect

Fire Alarm & Detection System Service

Number of Inspections: 1 **Month Inspection is Due:** June

The "Koorsen Advantage Plan-Test & Inspect" includes the following:

[X] **Inspection Only** (parts and repair labor, if necessary, will be invoiced separately)

[X] If checked, we have included sensitivity testing in the agreement price.
Smoke detector sensitivity test is required every 2 years. This test is due in: **2018**

[ ] **If checked, see "Addendum" for additional information or clarifications.**

Covered Equipment Counts:

15	Smoke Detectors	1	Control Panels	0	Annunciators
1	Heat Detectors	1	Remote Panels	0	Fire Pump Monitoring Points
0	Duct Detectors	1	Remote Power Supplies	0	Printers
9	Pull Stations	0	Fireman's Phone Jacks	0	Other Supervisory Devices
0	Flame Detectors	0	Fireman's Phones	0	Other Alarm Devices
1	Waterflow Monitor Module	1	Tamper Monitor Module	30	Notification Devices

Our inspection will include, if applicable, the following:

- ✓ Perform sensitivity test every 2 years.
- ✓ Check fire alarm panel to ensure that the alarm initiating devices are functioning properly.
- ✓ Verify the alarm indicating devices are functioning properly.
- ✓ Verify that the supervisory/trouble signal initiating devices are functioning properly.
- ✓ Verify system primary and auxiliary power supplies including battery back ups are sufficient.
- ✓ Functionally test detectors with test smoke.
- ✓ Pull every pull station and check their accessibility.
- ✓ If the facility has a remote annunciator, verify that the points being monitored are correct.
- ✓ If the system is monitored, verify the signal reached the monitoring company.

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KOORSEN ADVANTAGE PLAN: Test & Inspect

Fire Sprinkler Systems Service

Number of Visits: See below **Month Inspection is Due:** June

The "Koorsen Advantage Plan-Test & Inspect" includes the following checked Service:

- [X] **Inspection Only.** Number of Annual Inspections included is: **1**
- [ ] **Quarterly Visits.** *This includes 1 Annual Inspection, 1 flowing water visit, and 2 visuals visits as applicable*
- [ ] **Semi-Annual Visits.** This includes 1 Annual Inspection and 1 Inspection of all Risers

Note: parts and repair labor, if necessary, will be invoiced separately for any of the services above.

- [ ] **If checked, see "Addendum" for additional information or clarifications.**

Covered Equipment Counts:

SPRINKLER RISERS:

0	Wet
0	Sectional Valves
1	Dry - full trip every 3 years, partial trip all other.
0	Pre-Action or Deluge - full trip every 3 years, partial trip all other.

0	Standpipes
1	Low Point Drains

0	Anti-Freeze Loop Inspection

FIRE HYDRANTS:

0	Flow Test

DETECTION & CONTROL:

0	Detectors
0	Pull Stations
3	Switches
1	PIV's
0	Notification Devices
0	Solenoid Devices
0	Auxiliary Controls
0	Control Panels

Our Annual Inspection will include, if applicable, the following:

- ✓ Flow water at each full inspection.
- ✓ Inspect all fire department connections.
- ✓ Inspect all flow switches.
- ✓ Inspect all control valves and tamper switches.
- ✓ Perform a main drain test on all risers noting static and residual water pressure.
- ✓ Test alarms on sprinkler systems.
- ✓ If there are dry pipe valves, inspect for proper air and water pressure and priming water level.
- ✓ Perform an annual full or partial trip test.
- ✓ Drain all low point drains identified by the Customer on dry systems.
- ✓ Verify that the monitoring company receives signal of water flow supervisory devices.

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KOORSEN ADVANTAGE PLAN: Test & Inspect

Backflow Devices Service

Number of Inspections: 1 **Month Inspection is Due:** June

The "Koorsen Advantage Plan-Test & Inspect" includes the following:

[X] **Inspection Only** *(parts and repair labor, if necessary, will be invoiced separately)*

[ ] **If checked, see "Addendum" for additional information or clarifications.**

Covered Equipment Counts:

BACKFLOW DEVICE:

[1] Total Count

Our inspection will include, if applicable, the following:

✓ Test backflow preventers inspected by certified backflow technicians.

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Term, Renewal, Expiration, Initial Deficiencies, Returned Merchandise & Conditions:

Prices per this quotation are in effect for 30 days from the date of this quote. This Agreement, following the initial term, shall automatically renew for a period equal to the initial term unless Customer provides notice of termination at least sixty (60) days before the expiration of the initial term or any renewal. If Customer terminates the Agreement without the required notice, Customer agrees to pay fifty (50) percent of the most recent annual fee as liquidated damages. Koorsen may terminate this Agreement at any time upon thirty (30) days written notice.

Customer agrees that at the time of any renewal of this Agreement, Koorsen may increase the annual fee for the renewal thereof. Customer agrees to pay the full amount of such increase, which does not exceed a 5% increase over the previous annual fee. In the event Koorsen increases the annual fee by an amount greater than 5%, Customer may terminate the Agreement upon written notice to Koorsen within fifteen (15) days of notification of such increase. No returned merchandise accepted for credit unless authorized. All claims must be made within 5 days of invoice.

Any deficiencies or failed components or extinguishers requiring maintenance or replacement, discovered during the Initial Inspection are not covered by this Agreement and will be an extra charge to correct. Once corrected, these items will be covered per the Agreement.

THE ATTACHED CONDITIONS ARE INCORPORATED IN THIS AGREEMENT. PLEASE READ CAREFULLY. KOORSEN IS NOT AN INSURER. OUR MAXIMUM LIABILITY IS LIMITED TO THE GREATER OF 10% OF THE ANNUAL SERVICE CHARGE OR $500.00. USER ACKNOWLEDGES RECEIPT OF COPY AND THAT HE HAS READ AND UNDERSTANDS THE CONDITIONS OF THE AGREEMENT.

It is understood that Koorsen Fire & Security, Inc. (KFS) is not an insurer, that it shall specifically be the obligation of customer to purchase any insurance which customer shall be exempt from liability for loss, damage or injury due directly or indirectly to occurrences or consequences therefrom which the Product Service is designed to detect or avert, and to identify KFS as an additional insured on such insurance policy.

The amounts payable to KFS hereinunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of the customer's property or property of others located in customer's premises. KFS makes no guaranty or warranty which extends beyond the description on the face hereof, including any implied warranty of merchantability or fitness, that the Product or Services supplied will avert or prevent occurrences or the consequences therefrom which the Product or Services is designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of KFS to perform any of its obligations hereunder. The customer does not desire this contract to provide for full liability of KFS and agrees that KFS shall be exempt from liability for loss, damage or injury due directly or indirectly to occurrences or consequences therefrom which the Product or Service is designed to detect or avert. That if KFS should be found liable for loss, damage or injury due to a failure of service or equipment in any respect, its liability shall be limited to a sum equal to 10% of the annual service charge, or $500, whichever is greater, as the agreed upon damages and not as a penalty, as the exclusive remedy, and that the provisions of this paragraph shall apply if loss, damage or injury, irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligation imposed by this contract or from negligence, active or otherwise, of KFS, its agents or employees. No suit or action shall be brought against KFS more than one (1) year after the accrual of the cause of action therefore, in the event any person not a party to this agreement shall make any claim or file any lawsuit against KFS for failure of its equipment or service in any respect, customer agrees to indemnify and hold KFS harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorney's fees.

So far as it is permitted by customer's property insurance coverage, customer hereby releases, discharges and agrees to hold KFS harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the customer's premises whether said claims are made by customer, his agents, or insurance company or other parties claiming under or through customer. Customer agrees to indemnify KFS against and defend and hold KFS harmless from any action for subrogation which may be brought against KFS by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorneys' fees.

It is further agreed that the limitations on liability and the obligations of the customer, expressed herein, shall inure to the benefit of and apply to all parent, subsidiary and affiliated KFS companies as well as to any company which KFS may contract with to provide any of the services set forth herein. If this agreement provides for a direct connection to a municipal police or fire department or other organization, that department, or other organization may invoke the provisions hereof against any claims by the customer due to any failure of such department or organization.

General

This agreement is the only agreement between Koorsen Fire & Security and the undersigned customer and supersedes all previous agreements with respect to its subject matter. This agreement may not be modified except in writing and signed by both parties.

Service Availability, Accessibility, and Covered Equipment

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If this agreement includes Managed Access Control Services, the Customer must provide a connection to the Internet for the system.

If Koorsen is required to provide a lift to perform this agreement, there will be an additional charge, unless covered by this agreement.

This agreement is based upon the device counts listed. KFS reserves the right to add additional fees if the actual device counts are in excess of the contracted amount.

Exclusions

Koorsen Fire & Security will not be responsible for repair or damage caused by: (a) Unauthorized modifications or attachments, (b) Misuse or external causes such as accident or disaster, which shall include, but not be limited to fire, water, wind and lightning, neglect, interruptions in the building's main electrical service or alterations of equipment. You understand that a servicing agency may reserve the right to decline service if equipment is improperly installed by others, has been tampered with by unqualified personnel, is inadequate for purpose intended, or if contrary to fire prevention regulations.

Unless specifically stated as covered/included in this agreement, the labor and agent required to re-charge a system or device is not included.

For repair of any sprinkler system, it is customer's responsibility to show KFS all drain valves, including those hidden above the ceiling or in a wall. KFS will not be responsible for water damage caused from any undisclosed drain valve, whether or not it was known to customer. Customer is responsible for draining all low points following a Koorsen's inspection for all dry sprinkler systems.

Agreement Termination Penalty

Customer acknowledges that the contract option provides a discounted rate and that early termination of the agreement will result in financial damage to KFS. In the event of early termination by Customer, Customer shall be liable to KFS for a termination penalty of one year's annual fee. Early termination shall mean any act of Customer which effectively ends the agreement. Customer' shall be liable to KFS for any and all costs and expenses, including actual attorney fees, associated with the collection of the termination penalty if necessary.

Performance Guidance

If KFS does not perform services to the satisfaction of the Customer, the Customer may elect to terminate the agreement at any time. To terminate the agreement, the Customer must give KFS 30 days written notice and an opportunity to correct any deficiencies. If after 30 days, the Customer and KFS agree that the problems cannot be resolved, the agreement is terminated without penalty to either party.

Koorsen Fire & Security	**Title**	**Date**
By:	TAM	
Customer's Acceptance	**Title**	**Date**
By: Signature		
By: Printed		