



KOORSEN ADVANTAGE PLAN

Date: March 31, 2016

Submitted To: Customer: Jill's House Address: 751 E. Tamarack Trail City, St, Zip: Bloomington, IN. 47408 Contact: Roy Marshke	Ph: 317-580-2532	From: Koorsen Fire & Security 4710 W. Vernal Pike Bloomington, IN. 47404 Nate Dobson	Email: nate.dobson@koorsen.com Phone: 812-778-9924
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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) **Jill's House**

Billing: Time of Service

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	Test & Inspect	\$468.00	_____X
☒ BACKFLOW DEVICES	Test & Inspect	\$217.00	_____X
☐ FIRE PUMPS			_____
☐ 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) : **\$685.00**

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.

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

Communications

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

KOORSEN ADVANTAGE PLAN: Test & Inspect
Fire Sprinkler Systems Service

Number of Inspections: 1

Month Inspection is Due: April

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

☒ Inspection Only (parts and repair labor, if necessary, will be invoiced separately)

☐ If checked, quarterly inspections are included. (This includes flowing water twice and 2 visuals as applicable)
☐ If checked, a Semi-Annual inspection of all Risers is included.
☐ If checked, see "Addendum" for additional information or clarifications.

Covered Equipment Counts:

SPRINKLER RISERS:

1	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
2	Low Point Drains

Anti-Freeze Loop Inspection

DETECTION & CONTROL:

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

FIRE HYDRANTS:

Flow Test

Our 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.

KOORSEN ADVANTAGE PLAN: Test & Inspect

Backflow Devices Service

Number of Inspections: 1

Month Inspection is Due: April

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

☒ 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:

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 hereunder 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

By:

Customer Acceptance

By:

Signature

By:

Printed

Title

Territory Account Manager

Title

Director

Date

3/31/2016

Date

4/28/16

Stephanie Crawford