



Proposal: 5422-1-0 Rev. 1

Inspections - Pick & Choose

Prepared by:

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Prepared for:

Jill's House

751 E Tamarack Trail
Bloomington, IN 47408

Proposal Issued
3.11.2016

Proposal Valid To
4.10.2016

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OUR SERVICES



Fire Alarms

Most commercial buildings are required to have a fire system in place. We can help you to meet this requirement by designing a system for new construction or by retrofitting or updating a system in an existing structure. We are able to provide CAD layouts for submittal to state agencies for approval, and our NICET-Certified technicians help to assure your structure meets government requirements. We provide maintenance and inspections as required by the state as well as indicated by your company policy. From small business to large industrial facilities, we have the training, service, and staff to serve your fire alarm needs.



Nurse Calls

The safety and comfort of your residents and patients is your focus, and we are focused on helping your staff to communicate effectively with them. We offer a complete line of nurse calls, from tone visual systems up to full communications systems, installed with new construction or retrofitted to an existing structure. We also service all major brands.



Security

Security systems by Vanguard include burglar alarms systems, camera systems, and access control systems. We can integrate burglar alarms with camera systems and offer UL-listed fire monitoring, as well.



Fire Extinguishers

Vanguard operates a retail facility for the sales and service of fire extinguishers and related accessories. The store is open to the public as well as to commercial accounts, and we recharge, inspect, and perform maintenance on all major brands of fire extinguishers. We also carry a full line of accessories, including brackets, signage, and smoke detectors.



Answering Service/Call Center

When immediate and constant contact is important, Vanguard provides call center services and monitoring to fit your needs. Our call center is staffed 24/7 with live operators - you speak to a live person the first time, every time, any time you call. There is no voice mail and no automated menu-driven answering system to navigate, just immediate response by a person, professionally trained to handle virtually any situation.

Our central station monitoring system is state-of-the-art, staffed with highly competent operators ready to handle your alarm or phone call on a personal level. Our monitoring facility is Underwriters Laboratories listed, meaning we follow a written and governed standard for our monitoring facility, equipment, and training of staff. We own and operate our own central station and do not sell your account to other companies.

Vanguard offers dealer packages to other security professionals seeking a Central Station to use for their monitoring needs.



Inspections

With our Special Systems Division, we provide inspections for reliable operation of fire alarms, extinguishers, suppression systems, fire doors, hoses, smoke dampers, and emergency lights. Bi-annual inspections and regular maintenance of your systems will keep your employees safe from unexpected events.



Residential Services

Vanguard helps to protect your home and family with burglar alarm systems and CCTV systems designed to meet your specific needs. We also have available 24-hour monitoring of your system and can alert authorities if the system is breached in any way.

PROJECT DESCRIPTION/BUDGET

Client Information

Name: Jill's House

Site:

HI Jill's House LLC
751 E Tamarack Trail
Bloomington, IN 47408

Billing:

HI Jill's House LLC
751 E Tamarack Trail
Bloomington, IN 47408

Contact:

Project Description/Budget

RE: Fire Protection Services Proposal / Agreement

Please review, **initial next to each of the services you wish us to conduct for you**, sign below and fax/email back to my attention. Thank you again for the opportunity to serve your Fire Protection needs.

Sal Annual Fire Extinguisher Re-Certification ("Inspection") \$3.00 each
Price includes all required tags, seals, pins & labels – **No Hidden Costs!**
Price does not include recharges.
*Count based on provided information
7 extinguishers X \$3.00 = \$21.00 per year

Sal Smoke Detector Sensitivity Testing (Conducted Every Other Year) \$10.00 per detector
We test using only N.F.P.A. / U.L. approved equipment and procedures.
*If sensitivity values can be obtained from the panel, it will be \$3.00 per detector
*Count based on provided information
54 smokes (52 regular/2 duct detectors X \$10.00 = \$540.00 every 2 years (\$270.00 every year)

Sal Annual Emergency – Exit Lighting Inspection/Certification \$5.00 each
We test using only N.F.P.A. / U.L. approved equipment and procedures.
*Count based on provided information
14 exit signs X \$5.00 = \$70.00 per year

Sal Semi-Annual Fire Alarm Inspection per NFPA #72 \$250.00 per insp.**
Test Fire Alarm Panels and all Field Devices at this location

Sal Off-Site Monitoring Services \$30.00 per month**
24 X 7 Monitoring at our UL Listed Evansville, IN facility
**** These services billed at a Semi-Annual rate of \$430.00.**

TOTAL ANNUAL SERVICE COST = \$1,221.00 per year

(Does not include semi-annual hood system, 4-year damper inspections, sprinkler system inspections, or Fire Extinguisher 6/12 year maintenance checks)

Semi-Annual Kitchen Hood Fire Supp. System Insp. / Certification \$95.00 per system/per insp.
Plus Fusible Links @ \$7.00 each

By your signature on the last page, this Agreement becomes binding for a period for (1) one year between HI Jill's House, LLC and Vanguard Sales of Evansville, Inc. This Agreement shall re-new automatically each year after the first year, unless canceled by either party. Either party may terminate this Agreement upon thirty days written notice to the other.

If either party fails to perform any act or covenant contained herein, the non-breaching party may terminate this Agreement by giving five days written notice to the other. Either party may recover from the other, reasonable attorney's fees incurred by reason of the default of breaching party.

TERMS & CONDITIONS

The following terms and conditions (the "General Conditions" of this agreement) apply to any sale of products (the "Products") by or on behalf of the Manufacturer.

1. GENERAL

THESE GENERAL CONDITIONS, TOGETHER WITH ANY NONCONFLICTING PROVISION IN QUOTATION, ARE INTENDED BY THE PARTIES AS THE FINAL EXPRESSION, AND CONTAIN THE COMPLETE AND EXCLUSIVE STATEMENT, OF THE TERMS AND CONDITIONS OF THIS AGREEMENT SUPERSEDING ALL PREVIOUS OR SIMULTANEOUS COMMUNICATIONS EITHER ORAL OR WRITTEN. Any quotation by is an offer, which may only be accepted in full by The Customer. In the event the Customer's purchase order or other form states terms additional to or different from those set forth in this document, this writing shall be deemed notification of objection to such additional or different terms. Accordingly, this Agreement is expressly made conditional on The Customer's acceptance and assent to the conditions contained on the face and reverse side hereof. This agreement cannot be waived, varied, modified, or amended except in writing signed by authorized representative of nor shall the Agreement be waived, varied, modified, or amended by any subsequent course of conduct between the parties.

2. CONFIDENTIALITY

The Customer will not disclose or permit disclosure of information or data related to any of the Information, Products, Equipment, Design or Services outlined in the quotation, without the prior written consent of or use or permit the use of such information or data to compete with in any manner. It is therefore understood that all information regarding Design, Product Selection, Pricing and Services outlined are collectively are the intellectual property and represent the methodologies, experience and capabilities of. If desired, may be contacted to provide a consultant cost for the information contained and permit the information's use for creation of Specifications, RFP or Other purpose under separate contract.

3. ORDER COMMENCEMENT

Will not, and is under no obligation to, commence ordering of any Products hereunder until:

- a) All complete contract plans, drawings and specifications have been delivered to;
- b) All detail drawings submitted by VANGUARD ALARM SERVICES, INC. have been finally approved by all authorities whose approval is required;
- c) VANGUARD ALARM SERVICES, INC. has received all necessary information from other trades, which affect or are related to our work or Products;
- d) Shall have received after completion of (a), (b) and (c), reasonable notice to commence ordering of such Products; and
- e) All credits or debits for changes in quantity or design of material furnished shall have been accepted in writing by The Customer.

4. EQUIPMENT

The systems, other equipment and accessories specified in the Quotation accompanying this agreement and listed in the Customer's purchase orders which are accepted subsequently by (including additions, replacements and replacement parts) are referred to collectively as the "Equipment".

5. PRICING

Unless otherwise stated, applicable prices for the products sold hereunder are net F.O.B. ("F.O.B."), with freight and insurance for The Customer's account, and shall be those prices in effect at the time accepts The Customer's order except as provided below. Because VANGUARD ALARM SERVICES, INC.'s prices are based on costs and conditions existing on the date of acceptance, prices are subject to change as those conditions change. Accordingly, all orders are subject to an increase in price of materials and labor while completing the work hereunder.

6. TRANSPORTATION / DELIVERY / CLAIMS

Unless otherwise agreed in writing by the parties, shipment and delivery of the Products shall be made F.O.B. Accordingly, costs for shipment, insurance or similar charges shall be borne by the Customer. Delivery of the Products to the first carrier shall constitute delivery to The Customer. As of delivery to the first carrier, risk of loss is transferred to The Customer, and all claims for loss or damage in transit or for non-delivery shall be made by The Customer against the carrier. Notwithstanding the F.O.B. destination, reserves the right to select any mode of transportation. As option, the Products may be shipped in advance of requested shipment date or in installments or partial lots. Any delivery information (including time for shipment) is approximate. VANGUARD ALARM SERVICES, INC.'s sole responsibility will be to use reasonable commercial efforts to meet specified shipment dates. The Customer expressly acknowledges that shall not be liable for any loss or damage resulting from a failure to deliver or delays in delivery caused by a labor dispute (including a strike, slowdown, or lockout), fire, flood, or governmental act or regulation, riot, inability to obtain supplies, materials or shipping space, plant breakdown, power failure, delay or interruption of carriers, accidents, governmental regulations, including without limitation, failure to obtain export licenses, acts of God or other causes beyond control. NOTWITHSTANDING THE ABOVE, VANGUARD ALARM SERVICES, INC. SHALL NOT BE LIABLE FOR ANY DAMAGE OR PENALTIES WHATSOEVER, WHETHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, RESULTING FROM VANGUARD ALARM SERVICES, INC.'S FAILURE TO DELIVER OR DELAY IN DELIVERY FOR ANY REASON.

7. "BOX SALE" INSPECTION

Within five business days of receipt of any Products, The Customer shall inspect the Products to check for shortages or any other nonconformity. Unless The Customer thereafter notifies in writing of any nonconformity (other than that relating to loss or damage in transit, which claims shall be made directly to the carrier) within five business days of inspection, The Customer shall be deemed to have accepted the Products without any qualifications and cannot, thereafter, reject the Products for any reason. In any event, Products accepted and used shall be deemed to have been accepted in good condition and in compliance with the specification and order therefore.

8. TAXES AND FEES.

Customer will pay when due all taxes, including sales, use, privilege, excise, personal property, value added and other taxes, but not federal or state income or franchise taxes imposed on and all other governmental charges, assessments, fees and any related interest or penalties imposed with respect to the Equipment or the transactions contemplated by this Agreement. Any exemption claim paid by VANGUARD ALARM SERVICES, INC. shall be for The Customer's account. Any exemption claimed from the application of such duties, taxes, tariffs, or other charges should be plainly designated on the face of orders placed with and accompanied by exemption certificates where required.

9. PAYMENT.

Payment for product ordered and/or installed is due as specified on the customer's Responsibilities Page of quotation may require payment to be made through an irrevocable letter of credit in favor of and acceptable to and established by The Customer at its expense.

10. OBLIGATIONS; LATE CHARGES.

In the event The Customer fails to make any payment when due, in addition to all other sums payable hereunder, The Customer shall pay to the reasonable costs and expenses incurred by in connection with all actions taken to enforce collection or to preserve and protect rights hereunder, whether by legal proceedings or otherwise, including without limitation reasonable attorney's fees, court costs and other expenses. In addition, to the extent permitted by The Customer's local law, interest on all amounts unpaid after thirty (30) days may be charged at the annual rate of 1.5% percent per month or the highest rate permitted by law, whichever is lower. If any invoice is not paid when due, VANGUARD ALARM SERVICES, INC. may suspend delivery or installation of Products or other performance with respect to The Customer without liability or penalty.

11. CANCELLATION.

This Agreement cannot be canceled or postponed by the Customer except with consent and upon terms that will indemnify against loss. Accordingly, The Customer shall pay the greater of (i) a charge equal to 10% of its total price or (ii) reasonable cancellation charges, anticipated profit, and expenses already incurred by in performing or preparing to perform the work required by The Customer's order, as invoiced by.

12. WARRANTY; WARRANTY LIMITATIONS.

Subject to the warranty limitation set forth in Section 14 below, warrants that the Products sold and/or installed hereunder will substantially conform to the applicable specifications and will be warranted as stipulated in the Responsibilities section of the quotation, under normal and proper use and service. Shop drawings prepared by and approved by The Customer shall be deemed the correct interpretation of the work to be performed even when not consistent with the plans and specifications.

The warranty and remedies for breach of warranty provided for in these General Conditions extend only to the original installation and do not cover, and shall not be liable for, (i) abnormal wear and tear or damage caused by improper installation, maintenance or use contrary to the instructions published by, (ii) storage of products in other than acceptable storage conditions, (iii) any cause beyond the control of including without limitation conditions caused by movement, settlement or structural defects of the building in which the Products are installed; fire, wind, hail, flood, lightening or other acts of God, international acts, accidents, negligence or exposure to harmful chemical pollutants or other foreign matter or energy, (iv) repair or damage caused by anyone except personnel authorized by or (v) any scratches, abrasions or other damage to the finish of painted items after they leave facility. Items repaired or replaced and designs corrected under warranty are warranted only for the remainder of the original warranty period. Any general Product literature is for illustrative purposes only and does not constitute a warranty of any kind.

13. THE WARRANTY SET FORTH IN SECTION 12 IS STRICTLY LIMITED TO ITS TERMS AND IS IN LIEU OF ALL OTHER WARRANTIES AND GUARANTEES, EXPRESSED OR IMPLIED, ARISING BY OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

14. INFRINGEMENT OF WARRANTY.

If a claim is made that any Product sold hereunder infringes any product rights of another, will be responsible only for claims based on a valid U.S. Patent or copyright will defend the claim and hold The Customer harmless from any final award of damages in such a patent or copyright infringement claim, provided that The Customer gives prompt notice of the claim and information, reasonable assistance and authority to defend and settle the claim. In the defense or settlement of the claim may: (i) obtain for The Customer the right to continue using the Product; (ii) replace or modify the Product to be non-infringing; or (iii) recall the Product and refund the purchase price. The warranty shall not apply to claims based solely on any third-party parts incorporated in the Products, or to Products manufactured to The Customer's designs, specifications or instructions, or to claims of infringement based on claimed rights other than patent or copyright, except that as to such other claims at its option may elect to defend against such claims without warranty as to award of damages. INFRINGEMENT WARRANTIES OR OBLIGATIONS NOT SPECIFICALLY STATED IN THIS SECTION ARE SPECIFICALLY DISCLAIMED.

15. REMEDY.

The Customer's sole and exclusive remedy, and only obligation for breach of warranty for Products furnished hereunder, shall be, at option, to repair or replace the defective item or part that fails within one year warranty period of Section 12, free of charge, provided that The Customer promptly gives notice to of such failure, returns such item or part to freight prepaid, and upon examination finds such to have been defective. The Customer must pay for related costs of making the repair or replacement, including the costs of removal, installation or reinstallation of the Products. In the event The Customer claims that the Products are defective, it must allow personnel access and permission to inspect the Products at the site of installation or use.

16. DISCLAIMER: LIMITATION OF LIABILITY, TIME FOR CLAIMS.

The Customer understands and agrees that shall not be liable for INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL OR OTHER SIMILAR DAMAGES including but not limited to loss of profit or revenues, damage for loss of the use of the Products, damage to property, claims of third parties, including personal injury or death suffered as a result of use of Products or failure of to warn, or to adequately warn, against the dangers of the Products or to instruct, or to adequately instruct, about the safe and proper use of the Products whether or not has been advised of the potential for such damages. The total liability of to The Customer from any cause whatsoever, whether arising under contract, warranty, tort, (including negligence), strict liability, products liability or any other theory of liability, will be limited to the lesser of The Customer's actual damages or the purchase price paid to for the Products that are the subject of The Customer's claim. However, this limitation of liability does not apply to damages resulting from personal injury caused by negligence. All claims against must be brought within one year after the cause of action arises, and The Customer expressly waives any statute of limitations which might apply by operation of law or otherwise.

17. **CUSTOMER SPECIFICATION.**

VANGUARD ALARM SERVICES, INC assumes no liability for any errors or omissions in any specification provided by The Customer, including any errors or omissions made by in the interpretation of any such specifications. Any items included in any specifications provided by The Customer and not listed and priced on proposal or invoice are not part of this Agreement. The Customer hereby agrees, at its own expense, to defend, indemnify and hold harmless against any and all losses, costs, damages, claims, liabilities or expenses of any kind, including without limitation reasonable attorney's fees, arising out of or resulting from, directly or indirectly, any injury or death to persons or damage to property caused by the designs, or specifications or instructions provided by or required for The Customer which are incorporated by in the Products.

18. **SEPARABILITY / INVALIDITY.**

If any portion of this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid and unenforceable provisions will continue to be given effect and bind the parties hereto.

Project Acceptance

Vanguard Alarm Services

Name: Ryan Kerney

Signature: Ryan Kerney

Title: Sales

Date: March 11, 2016

~~Jill's House~~ HI Jill's House LLC

Name: Stephanie A Crawford

Signature: Stephanie A Crawford

Title: Director

Date: March 11, 2016