

2019-2



Protex Central, Inc.
Phone: 402-463-0666
Fax: 402-463-6057
1239 North Minnesota Ave., PO Box 1467
Hastings, NE 68901

Quote
No.: **14733**
Date: 12/17/2018

Prepared for:
Ron Olson (308) 632-2622
Keith County Courthouse
511 Spruce St.
Ogallala, NE 69153 USA

Prepared by: Jacob Lipker
Account No.: 13844
Phone: (308) 284-2195
Job: Inspection - Burglar Alarm

| Quantity | Description | UOM | |
|---|---|-----|-----------------|
| PROTEX CENTRAL, INC HAS USED THE DEVICE & QUANTITIES LISTED BELOW TO DEVELOP QUOTE/PROPOSAL PRICING. | | | |
| 1.00 | Burglar/Security Control Panel - testing | | |
| 1.00 | Arm/Disarm Keypad Annunciator Control - testing | | |
| 1.00 | Secondary power supply battery load testing | | |
| 1.00 | Hold-up, bill-trap, durrress switch - testing | | |
| Semi-Annual Security Inspection 2019 (Apr, Oct). | | | |
| | 1 Labor for performing inspections for regular non-fire suppression systems | | |
| Annual Price: 2019 | | | \$174.00 |
| Semi-Annual Security Inspection 2020 (Apr, Oct). | | | |
| | 1 Labor for performing inspections for regular non-fire suppression systems | | |
| Annual Price: 2020 | | | \$174.00 |
| Semi-Annual Security Inspection 2021 (Apr, Oct). | | | |
| | 1 Labor for performing inspections for regular non-fire suppression systems | | |
| Annual Price: 2021 | | | \$174.00 |
| Your Price: | | | \$522.00 |
| Total: | | | \$522.00 |

Prices are firm until 1/16/2019 Terms: NET15

Prepared by: Jacob Lipker, jacob.lipker@protexcentral.net **Date:** 12/17/2018
PERIOD OF AGREEMENT: AGREEMENT SHALL BEGIN 4 / 1 / 2019 AND CONTINUE FOR THREE (3) YEARS.

SCOPE OF WORK:

Protex Central, Inc. (PCI) authorized personnel will test & inspect the Security and Access Control System(s) listed on the attached Equipment List.

Each call will be scheduled with a service report detailing the tasks to perform and any special tools and instrumentation required to properly maintain the system(s). Upon completion of each service call, a summary of the tasks completed will be

Quote

No.: **14733**

Date: 12/17/2018

provided to the CUSTOMER.

Inspection Frequency - PCI will perform Inspections at a frequency that is listed in the Service Contract with 100% testing of all devices per year.

Sensitivity Calibration Testing of Smoke Detectors is not included unless listed as a line item within the proposal body with Item ID = INSP - SMOKE DETECTOR CALIBRATION and a Quantity greater than "0"

Customer Acknowledgement Initial: KE Date: 1-3-19

Preventive Maintenance - Optional Provision(s) will be scheduled detailing the tasks to perform and any special tools and instrumentation required to properly maintain the system(s).

- * Test control panel, power supplies and keypad/arming devices.
- * Load test secondary power supply batteries.
- * Check system for proper alarm operation by area.
- * Check all output devices (strobes, sirens, sounders, etc.
- * Check all contact monitoring devices on walk through, overhead, roof hatch doors and windows.
- * Check all passive infrared and motion detection type devices for proper operation and coverage.
- * Check all break glass sensors and other related interface switches.
- * Check all bill traps and other hold up devices for proper silent mode reporting operation.
- * Check report generation functionality.
- * Check Central Station communications.

Inspection Reports - PCI will furnish a detailed report certifying that such tests and inspections have been completed documenting any deficiencies found which may require corrective action.

Hardware Support - PCI will perform scheduled maintenance services on the Equipment covered under this Agreement and a detailed on the Equipment List.

Components and parts on the Equipment List that are found to be defective, have failed operationally or which exhibit signs of near term failure will be identified during each preventive maintenance inspection or test. If the component or part is covered under a current PCI or factory warranty, said part or component will be replaced at no charge to CUSTOMER. For any equipment requiring repair or replacement that is not covered under a warranty agreement, an estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing by an authorized representative of the CUSTOMER prior to work being performed.

TERMS & CONDITIONS:

A. DEFINITIONS

1. "Equipment" means the equipment covered by the Services to be performed under this Agreement, and is identified in the respective work scope attachments under the "Equipment List".
2. "Services" means those services and obligations to be undertaken by PCI in support of CUSTOMER pursuant to this Agreement, as more fully detailed in the attached work scope document(s), which are incorporated herein.

B. COVERAGE:

1. CUSTOMER agrees to provide access to all Equipment covered by this Agreement. PCI will be free to start and stop all primary equipment incidental to the operation of the mechanical, and life safety system(s) as arranged with CUSTOMER's representative.
2. It is understood that the repair, replacement, and emergency service provisions apply only to the Equipment included in the attached Equipment List. Repair or replacement of non-maintainable parts of the system such as, but not limited to,

Quote

No.: **14733**

Date: 12/17/2018

pipng, unit cabinets, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, is not included under this Agreement. Costs to repair or replace such non-maintainable parts will be the sole responsibility of CUSTOMER.

3. PCI will not reload software, nor make repairs or replacements necessitated by reason of negligence, vandalism or misuse of the Equipment by persons other than PCI or its employees, or caused by lightning, flood or water damage from an source, electrical storm, or other violent weather or by any other cause beyond PCI control. This clause shall supersede and take precedent over any Emergency Service clause or provision contained elsewhere in this Agreement.

4. This Agreement assumes that the systems and/or Equipment included in the attached Equipment List are in maintainable condition. If repairs are necessary upon initial inspection, repair charges will be submitted for approval. Should these charges be declined, those non-maintainable items will be eliminated from coverage under this Agreement and the price adjusted accordingly. System equipment deemed to be no longer economically maintainable (obsolete) by PCI will be identified throughout the term of this agreement and brought to the CUSTOMER's attention and may be removed from this specific Agreement or coverage type on the equipment identified may be reduced.

5. Maintenance, repairs, and replacement of Equipment parts and components are limited to restoring to proper working condition. PCI shall not be obligated to provide replacement software, equipment, components and/or parts that represent a significant betterment or capital improvement to CUSTOMER'S system(s) hereunder.

6. All non-emergency services under this Agreement will be performed between the hours of 8:00 a.m. - 5:00 p.m. local time Monday through Friday, excluding federal holidays and normal PCI observed Holidays. If for any reason CUSTOMER requests PCI to furnish any labor or services outside of the above stated hours, any overtime or other additional expense occasioned thereby, shall be billed to and paid by CUSTOMER except as may be provided under the Emergency Service section or Special Provisions of this Agreement.

7. CUSTOMER will promptly notify PCI of any malfunction in the system(s) or Equipment covered under this Agreement that comes to CUSTOMER's attention.

8. Inspection pricing provided is based on quantities and devices listed on the pages of this quote/proposal. If it is discovered that device quantities are different vs. what's listed in this quote/proposal or if devices are added/deleted to/from the existing system as a result of remodel/addition during the contract term, Protex Central, Inc. reserves the right to adjust the contract price according to necessary onsite labor adjustments.

C. PRICE, BILLING, AND TERM:

1. CUSTOMER shall pay or cause to be paid to PCI the full price for the Services as specified on the first page of this Agreement. PCI shall submit annual invoices unless otherwise specified to CUSTOMER in advance for Services to be performed during the subsequent billing period, and payment shall be due within thirty (30) days of the Invoice Date. Payments for Services past due more than ten (10) days shall accrue interest from the due date to the date of payment at the rate of one and one-half percent (1.5%) per month, compounded monthly, or the highest legal rate then allowed. CUSTOMER shall pay all attorney and/or collection fees incurred by PCI in collecting any past due amounts.

Customer Acknowledgement Initial: KE Date: 1-3-19

2. PCI may adjust the annual price of this Agreement periodically during the term of this Agreement (either up or down), and CUSTOMER agrees to pay for this negotiated increase or decrease in scope of services to the main Agreement between the CUSTOMER and PCI, if additional systems and equipment are added or deleted to the scope of this Agreement.

3. Following the initial term of this Agreement as noted on Page 1 of this Agreement and titled, "Period of Agreement", this Agreement will automatically renew for successive one (1) year periods unless canceled prior to the anniversary date with at least a thirty (30) day written notice issued by the CUSTOMER. Agreements that are automatically renewed beyond the initial term may be subject to a minimum price increase based on the published U.S. Department of Labor, Consumer Price Index (CPI) at the time of renewal.

Quote

No.: **14733**

Date: 12/17/2018

4. CUSTOMER agrees to pay any sales, excise, use or other taxes, now or hereafter levied, which PCI may be required to pay or collect in connection with this Agreement.

D. TERMINATION:

1. CUSTOMER may terminate this Agreement for cause after giving PCI thirty (30) days advance written notice. CUSTOMER is responsible for payment of services provided up to cancellation date.

2. PCI may terminate this Agreement for cause (including, but not limited to, CUSTOMER'S failure to make payments as agreed herein) after giving CUSTOMER thirty (30) days advance written notice.

E. GENERAL TERMS AND CONDITIONS:

1. Assignment and Delegation: CUSTOMER may not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of PCI. PCI may assign its right to receive payment to a third party.

2. CUSTOMER shall be responsible for maintaining all liability and property insurance. No insurer or other third party will have any subrogation rights against PCI.

3. Hazardous Materials: CUSTOMER represents and warrants that, except as otherwise disclosed in this in the areas where PCI will undertake work or provide Services, there are no: (a) materials or substances classified as toxic or hazardous either (i) on or within the walls, floors, ceilings or other structural components or (ii) otherwise located in the work area, including asbestos or presumed asbestos-containing materials, formaldehyde, containers or pipelines containing petroleum products or hazardous substances, etc.; (b) situations subject to special precautions or equipment required by federal, state or local health or safety regulations; or (c) unsafe working conditions.

4. CUSTOMER SHALL INDEMNIFY AND HOLD PCI HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS' AND ATTORNEYS' FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER SUCH MATERIALS, SITUATIONS OR CONDITIONS, REGARDLESS OF WHETHER CUSTOMER HAS PRE-NOTIFIED PCI. THIS INDEMNIFICATION SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR WHATEVER REASON.

5. Warranties and Limitation of Liability: PCI will replace or repair any product PCI provides or CUSTOMER procures under this Agreement that fails within the warranty period (Typically one-year) due to defective workmanship or materials. The failure must not result from CUSTOMER's negligence; or from fire, lightning, water damage, or any other cause beyond PCI control. This warranty applies to PCI fabricated and outside-purchased products. The warranty effective date is the date of CUSTOMER acceptance of the product or the date CUSTOMER begins to receive beneficial use of the product, whichever comes first.

6. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE, AND PCI EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES, EQUIPMENT, AND MATERIALS PROVIDED HEREUNDER. PCI SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM, OR RELATING TO, THIS LIMITED WARRANTY OR ITS BREACH.

7. PCI shall not be liable for damages caused by delay or interruption in Services due to fire or flood; corrosive substances in the air or water supply that may enter or otherwise affect sprinkler piping and sprinkler systems including but not limited to biological growth, Calcium Carbonate Deposits and microbiologically influenced corrosion (MIC); strike, lockout, dispute with workmen, inability to obtain material or services, war, acts of God or any other cause beyond PCI reasonable control. Should any part of the system or any Equipment be damaged by fire, water, water leakage, freezing pipes, lightning, acts of God, third parties or any other cause beyond the control of PCI, any repairs or replacement shall be paid for by CUSTOMER.

8. Indemnity and Limitation of Liability: PCI agrees to indemnify and hold CUSTOMER and its agents and employees

harmless from all claims for bodily injury and property damages to the extent such claims result from or arise under PCI negligent actions or willful misconduct in its performance of the Services. PROVIDED, THAT NOTHING IN THIS ARTICLE SHALL BE CONSTRUED OR UNDERSTOOD TO ALTER THE LIMITATIONS OF LIABILITY CONTAINED IN THIS ARTICLE OR THE INDEMNIFICATION CONTAINED IN SECTION 4. IN NO EVENT SHALL PCI BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, OR CONSEQUENTIAL DAMAGES ARISING FROM, RELATING TO, OR CONNECTED WITH THE SERVICES, EQUIPMENT, MATERIALS, OR ANY GOODS PROVIDED HEREUNDER. SUCH INDEMNITY OBLIGATION IS VALID TO THE EXTENT CUSTOMER GIVES PCI REASONABLY PROMPT NOTICE IN WRITING OF ANY SUCH CLAIMS AND PERMITS PCI THROUGH COUNSEL OF ITS CHOICE, TO ANSWER THE CLAIMS AND DEFEND ANY RELATED SUIT.

9. The parties further agree that PCI is not an insurer; that the Services purchased herein is designed only to reduce the risk of loss; that CUSTOMER chose the level and scope of services being provided by PCI from a variety of service options; that PCI will not be held liable for any loss, in tort or otherwise, which may arise from the failure of the system(s) and/or service(s) or any errors and omissions in the above referenced specifications. The parties further agree that this Agreement shall not confer any rights on the part of any person or entity not a party hereto, whether as a third-party beneficiary or otherwise.

10. BECAUSE IT IS IMPOSSIBLE TO ASSESS ACTUAL DAMAGES ARISING FROM THE FAILURE OF A SYSTEM AND/OR SERVICE PROVIDED UNDER THIS AGREEMENT, THE PARTIES AGREE THAT IF ANY LIABILITY IS IMPOSED ON PCI FOR DAMAGES OR PERSONAL INJURY TO EITHER CUSTOMER OR ANY THIRD PARTY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT NOT TO EXCEED THE AMOUNT OF THE ANNUAL SERVICE CHARGE OF THIS AGREEMENT.

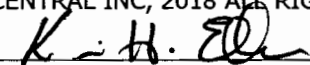
F. MISCELLANEOUS:

- 1. Extent of Agreement: Except as and to the extent provided in the Contract, this Agreement represents the entire Agreement between CUSTOMER and PCI for the Services described herein and supersedes all prior negotiations, representations or Agreements between the Parties related to the Services described herein.
- 2. None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent document unilaterally issued by CUSTOMER that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both Parties.
- 3. PCI shall not be liable for any delay in producing, delivering, installing, or giving advice and technical assistance for any of the equipment or software covered hereunder if such delay shall be due to one or more of the following causes: fire, strike, lockout, dispute with workmen, flood, lightning, accident, delay in transportation, shortage of fuel, inability to obtain material war, embargo, demand or requirement of the United States or any governmental or war activity, or any other cause whatsoever beyond the reasonable control of PCI. In addition, PCI shall not be liable for any delays caused by failure of CUSTOMER, or its agent, or any person or entity not a party hereto, to perform any of its obligations in a timely manner.

G. DISPUTE RESOLUTION:

1. This Agreement shall be deemed to be made in Adams County, Nebraska, regardless of the location of any office or representative of CUSTOMER, or the location of the equipment, or the place of signing by any party. This Agreement will be governed by Nebraska law. The venue for any claim arising under this Agreement shall be in Adams County, Nebraska. In the event of a dispute regarding the interpretation or enforcement of this Agreement which results in litigation, the prevailing party shall have its attorney's fees and costs paid by the losing party.

© COPYRIGHT, PROTEX CENTRAL INC, 2018 ALL RIGHTS RESERVED

Accepted by:  Date: 1-3-19

2019-2



Protex Central, Inc.
Phone: 402-463-0666
Fax: 402-463-6057
1239 North Minnesota Ave., PO Box 1467
Hastings, NE 68901

Quote
No.: **14736**
Date: 12/17/2018

Prepared for:
Ron Olson (308) 632-2622
Keith County Sheriff's Dept
103 East 5th St.
Ogallala, NE 69153 USA

Prepared by: Jacob Lipker
Account No.: 13845
Phone: (308) 284-4772
Job: Inspection - Fire Alarm System

Quantity Description UOM

PROTEX CENTRAL, INC HAS USED THE DEVICE & QUANTITIES LISTED BELOW TO DEVELOP QUOTE/PROPOSAL PRICING.

- 1.00 Fire Alarm Control Panel testing
- 2.00 Secondary power supply battery load testing
- 11.00 Manual pull station testing
- 37.00 Smoke detector testing
- 2.00 Duct smoke detector testing
- 6.00 Heat/thermal detector testing
- 15.00 Evacuation strobe testing
- 10.00 Evacuation horn/strobe testing

Semi-Annual Fire Alarm Inspection 2019 (Apr, Oct).

- 1 Labor for performing inspections for regular non-fire suppression systems

Annual Price: 2019 **\$330.00**

Semi-Annual Fire Alarm Inspection 2020 (Apr, Oct).

- 1 Labor for performing inspections for regular non-fire suppression systems

Annual Price: 2020 **\$350.00**

Semi-Annual Fire Alarm Inspection 2021 (Apr, Oct).

- 1 Labor for performing inspections for regular non-fire suppression systems

Annual Price: 2021 **\$370.00**

Your Price: **\$1,050.00**

Total: **\$1,050.00**

Prices are firm until 1/16/2019 Terms: NET15

Prepared by: Jacob Lipker, jacob.lipker@protexcentral.net

Date: 12/17/2018

PERIOD OF AGREEMENT: AGREEMENT SHALL BEGIN 4 / 1 / 2019 AND CONTINUE FOR THREE (3) YEARS.

SCOPE OF WORK:

Quote

No.: **14736**

Date: 12/17/2018

Protex Central will test & inspect all fire alarm system components listed in this document.

Each call will be scheduled with a service report detailing the tasks to perform and any special tools and instrumentation required to properly maintain the system(s). Upon completion of each service call, a summary of the tasks completed will be provided to the CUSTOMER.

Testing Frequency - PCI will perform Inspections at a frequency that is listed on the Service Contract page or Systems to Inspect page: 100% test per year on automatic initiating devices (heat, smoke, duct smoke, manual pull stations and beam/optical smoke detectors & sensors, etc.) and 100% functional test(s) of NFPA 72 required battery load and notification appliances excluding a Decibel level test shall completed during the 12 month period. Fire Protection/Sprinkler System Initiating Devices that are connected and supervised by the Fire Alarm system will be tested electrically. All testing will be completed in accordance with the most recent edition of NFPA 72 - National Fire Alarm Code. Please refer to Special Provisions for any additional testing and inspections to be performed under this Agreement.

Sensitivity Calibration Testing of Smoke Detectors is not included unless listed as a line item within the proposal body with Item ID = INSP - SMOKE DETECTOR CALIBRATION and a Quantity greater than "0"

Customer Acknowledgement Initial: KE Date: 1-3-19

TERMS & CONDITIONS:

A. DEFINITIONS

- 1. "Equipment" means the equipment covered by the Services to be performed under this Agreement, and is identified in the respective work scope attachments under the "Equipment List".
- 2. "Services" means those services and obligations to be undertaken by PCI in support of CUSTOMER pursuant to this Agreement, as more fully detailed in the attached work scope document(s), which are incorporated herein.

B. COVERAGE:

- 1. CUSTOMER agrees to provide access to all Equipment covered by this Agreement. PCI will be free to start and stop all primary equipment incidental to the operation of the mechanical, and life safety system(s) as arranged with CUSTOMER's representative.
- 2. It is understood that the repair, replacement, and emergency service provisions apply only to the Equipment included in the attached Equipment List. Repair or replacement of non-maintainable parts of the system such as, but not limited to, piping, unit cabinets, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, is not included under this Agreement. Costs to repair or replace such non-maintainable parts will be the sole responsibility of CUSTOMER.
- 3. PCI will not reload software, nor make repairs or replacements necessitated by reason of negligence, vandalism or misuse of the Equipment by persons other than PCI or its employees, or caused by lightning, flood or water damage from an source, electrical storm, or other violent weather or by any other cause beyond PCI control. This clause shall supersede and take precedent over any Emergency Service clause or provision contained elsewhere in this Agreement.
- 4. This Agreement assumes that the systems and/or Equipment included in the attached Equipment List are in maintainable condition. If repairs are necessary upon initial inspection, repair charges will be submitted for approval. Should these charges be declined, those non-maintainable items will be eliminated from coverage under this Agreement and the price adjusted accordingly. System equipment deemed to be no longer economically maintainable (obsolete) by PCI will be identified throughout the term of this agreement and brought to the CUSTOMER's attention and may be removed from this specific Agreement or coverage type on the equipment identified may be reduced.
- 5. Maintenance, repairs, and replacement of Equipment parts and components are limited to restoring to proper working condition. PCI shall not be obligated to provide replacement software, equipment, components and/or parts that represent a

Quote

No.: **14736**

Date: 12/17/2018

significant betterment or capital improvement to CUSTOMER'S system(s) hereunder.

6. All non-emergency services under this Agreement will be performed between the hours of 8:00 a.m. - 5:00 p.m. local time Monday through Friday, excluding federal holidays and normal PCI observed Holidays. If for any reason CUSTOMER requests PCI to furnish any labor or services outside of the above stated hours, any overtime or other additional expense occasioned thereby, shall be billed to and paid by CUSTOMER except as may be provided under the Emergency Service section or Special Provisions of this Agreement.

7. CUSTOMER will promptly notify PCI of any malfunction in the system(s) or Equipment covered under this Agreement that comes to CUSTOMER's attention.

8. Inspection pricing provided is based on quantities and devices listed on the pages of this quote/proposal. If it is discovered that device quantities are different vs. what's listed in this quote/proposal or if devices are added/deleted to/from the existing system as a result of remodel/addition during the contract term, Protex Central, Inc. reserves the right to adjust the contract price according to necessary onsite labor adjustments.

C. PRICE, BILLING, AND TERM:

1. CUSTOMER shall pay or cause to be paid to PCI the full price for the Services as specified on the first page of this Agreement. PCI shall submit annual invoices unless otherwise specified to CUSTOMER in advance for Services to be performed during the subsequent billing period, and payment shall be due within thirty (30) days of the Invoice Date. Payments for Services past due more than ten (10) days shall accrue interest from the due date to the date of payment at the rate of one and one-half percent (1.5%) per month, compounded monthly, or the highest legal rate then allowed. CUSTOMER shall pay all attorney and/or collection fees incurred by PCI in collecting any past due amounts.

Customer Acknowledgement Initial: KE Date: 1-3-19

2. PCI may adjust the annual price of this Agreement periodically during the term of this Agreement (either up or down), and CUSTOMER agrees to pay for this negotiated increase or decrease in scope of services to the main Agreement between the CUSTOMER and PCI, if additional systems and equipment are added or deleted to the scope of this Agreement.

3. Following the initial term of this Agreement as noted on Page 1 of this Agreement and titled, "Period of Agreement", this Agreement will automatically renew for successive one (1) year periods unless canceled prior to the anniversary date with at least a thirty (30) day written notice issued by the CUSTOMER. Agreements that are automatically renewed beyond the initial term may be subject to a minimum price increase based on the published U.S. Department of Labor, Consumer Price Index (CPI) at the time of renewal.

4. CUSTOMER agrees to pay any sales, excise, use or other taxes, now or hereafter levied, which PCI may be required to pay or collect in connection with this Agreement.

D. TERMINATION:

1. CUSTOMER may terminate this Agreement for cause after giving PCI thirty (30) days advance written notice. CUSTOMER is responsible for payment of services provided up to cancellation date.

2. PCI may terminate this Agreement for cause (including, but not limited to, CUSTOMER'S failure to make payments as agreed herein) after giving CUSTOMER thirty (30) days advance written notice.

E. GENERAL TERMS AND CONDITIONS:

1. Assignment and Delegation: CUSTOMER may not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of PCI. PCI may assign its right to receive payment to a third party.

2. CUSTOMER shall be responsible for maintaining all liability and property insurance. No insurer or other third party will have any subrogation rights against PCI.

3. Hazardous Materials: CUSTOMER represents and warrants that, except as otherwise disclosed in this in the areas where PCI will undertake work or provide Services, there are no: (a) materials or substances classified as toxic or hazardous either (i) on or within the walls, floors, ceilings or other structural components or (ii) otherwise located in the work area, including asbestos or presumed asbestos-containing materials, formaldehyde, containers or pipelines containing petroleum products or hazardous substances, etc.; (b) situations subject to special precautions or equipment required by federal, state or local health or safety regulations; or (c) unsafe working conditions.

4. CUSTOMER SHALL INDEMNIFY AND HOLD PCI HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS' AND ATTORNEYS' FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER SUCH MATERIALS, SITUATIONS OR CONDITIONS, REGARDLESS OF WHETHER CUSTOMER HAS PRE-NOTIFIED PCI. THIS INDEMNIFICATION SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR WHATEVER REASON.

5. Warranties and Limitation of Liability: PCI will replace or repair any product PCI provides or CUSTOMER procures under this Agreement that fails within the warranty period (Typically one-year) due to defective workmanship or materials. The failure must not result from CUSTOMER's negligence; or from fire, lightning, water damage, or any other cause beyond PCI control. This warranty applies to PCI fabricated and outside-purchased products. The warranty effective date is the date of CUSTOMER acceptance of the product or the date CUSTOMER begins to receive beneficial use of the product, whichever comes first.

6. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE, AND PCI EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES, EQUIPMENT, AND MATERIALS PROVIDED HEREUNDER. PCI SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM, OR RELATING TO, THIS LIMITED WARRANTY OR ITS BREACH.

7. PCI shall not be liable for damages caused by delay or interruption in Services due to fire or flood; corrosive substances in the air or water supply that may enter or otherwise affect sprinkler piping and sprinkler systems including but not limited to biological growth, Calcium Carbonate Deposits and microbiologically influenced corrosion (MIC); strike, lockout, dispute with workmen, inability to obtain material or services, war, acts of God or any other cause beyond PCI reasonable control. Should any part of the system or any Equipment be damaged by fire, water, water leakage, freezing pipes, lightning, acts of God, third parties or any other cause beyond the control of PCI, any repairs or replacement shall be paid for by CUSTOMER.

8. Indemnity and Limitation of Liability: PCI agrees to indemnify and hold CUSTOMER and its agents and employees harmless from all claims for bodily injury and property damages to the extent such claims result from or arise under PCI negligent actions or willful misconduct in its performance of the Services. PROVIDED, THAT NOTHING IN THIS ARTICLE SHALL BE CONSTRUED OR UNDERSTOOD TO ALTER THE LIMITATIONS OF LIABILITY CONTAINED IN THIS ARTICLE OR THE INDEMNIFICATION CONTAINED IN SECTION 4. IN NO EVENT SHALL PCI BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, OR CONSEQUENTIAL DAMAGES ARISING FROM, RELATING TO, OR CONNECTED WITH THE SERVICES, EQUIPMENT, MATERIALS, OR ANY GOODS PROVIDED HEREUNDER. SUCH INDEMNITY OBLIGATION IS VALID ONLY TO THE EXTENT CUSTOMER GIVES PCI REASONABLY PROMPT NOTICE IN WRITING OF ANY SUCH CLAIMS AND PERMITS PCI THROUGH COUNSEL OF ITS CHOICE, TO ANSWER THE CLAIMS AND DEFEND ANY RELATED SUIT.

9. The parties further agree that PCI is not an insurer; that the Services purchased herein is designed only to reduce the risk of loss; that CUSTOMER chose the level and scope of services being provided by PCI from a variety of service options; that PCI will not be held liable for any loss, in tort or otherwise, which may arise from the failure of the system(s) and/or service(s) or any errors and omissions in the above referenced specifications. The parties further agree that this Agreement shall not confer any rights on the part of any person or entity not a party hereto, whether as a third-party beneficiary or otherwise.

10. BECAUSE IT IS IMPOSSIBLE TO ASSESS ACTUAL DAMAGES ARISING FROM THE FAILURE OF A SYSTEM AND/OR SERVICE PROVIDED UNDER THIS AGREEMENT, THE PARTIES AGREE THAT IF ANY LIABILITY IS IMPOSED ON PCI FOR

Quote

No.: **14736**

Date: 12/17/2018

DAMAGES OR PERSONAL INJURY TO EITHER CUSTOMER OR ANY THIRD PARTY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT NOT TO EXCEED THE AMOUNT OF THE ANNUAL SERVICE CHARGE OF THIS AGREEMENT.

F. MISCELLANEOUS:

- 1. **Extent of Agreement:** Except as and to the extent provided in the Contract, this Agreement represents the entire Agreement between CUSTOMER and PCI for the Services described herein and supersedes all prior negotiations, representations or Agreements between the Parties related to the Services described herein.
- 2. None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent document unilaterally issued by CUSTOMER that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both Parties.
- 3. PCI shall not be liable for any delay in producing, delivering, installing, or giving advice and technical assistance for any of the equipment or software covered hereunder if such delay shall be due to one or more of the following causes: fire, strike, lockout, dispute with workmen, flood, lightning, accident, delay in transportation, shortage of fuel, inability to obtain material war, embargo, demand or requirement of the United States or any governmental or war activity, or any other cause whatsoever beyond the reasonable control of PCI. In addition, PCI shall not be liable for any delays caused by failure of CUSTOMER, or its agent, or any person or entity not a party hereto, to perform any of its obligations in a timely manner.

G. DISPUTE RESOLUTION:

- 1. This Agreement shall be deemed to be made in Adams County, Nebraska, regardless of the location of any office or representative of CUSTOMER, or the location of the equipment, or the place of signing by any party. This Agreement will be governed by Nebraska law. The venue for any claim arising under this Agreement shall be in Adams County, Nebraska. In the event of a dispute regarding the interpretation or enforcement of this Agreement which results in litigation, the prevailing party shall have its attorney's fees and costs paid by the losing party.

© COPYRIGHT, PROTEX CENTRAL INC, 2018 ALL RIGHTS RESERVED

Accepted by: K.H. [Signature] **Date:** 1-3-19

2019-2



Protex Central, Inc.
Phone: 402-463-0666
Fax: 402-463-6057
1239 North Minnesota Ave., PO Box 1467
Hastings, NE 68901

Quote
No.: **14732**
Date: 12/17/2018

Prepared for:
Ron Olson (308) 632-2622
Keith County Courthouse
511 Spruce St.
Ogallala, NE 69153 USA

Prepared by: Jacob Lipker
Account No.: 13844
Phone: (308) 284-2195
Job: Inspection - Fire Alarm System

Quantity Description UOM

PROTEX CENTRAL, INC HAS USED THE DEVICE & QUANTITIES LISTED BELOW TO DEVELOP QUOTE/PROPOSAL PRICING.

- 1.00 Fire Alarm Control Panel testing
- 2.00 Secondary power supply battery load testing
- 3.00 Manual pull station testing
- 37.00 Smoke detector testing
- 4.00 Heat/thermal detector testing
- 4.00 Evacuation horn/strobe testing

Semi-Annual Fire Alarm Inspection 2019 (Apr, Oct).

- 1 Labor for performing inspections for regular non-fire suppression systems

Annual Price: 2019 **\$330.00**

Semi-Annual Fire Alarm Inspection 2020 (Apr, Oct).

- 1 Labor for performing inspections for regular non-fire suppression systems

Annual Price: 2020 **\$330.00**

Semi-Annual Fire Alarm Inspection 2021 (Apr, Oct).

- 1 Labor for performing inspections for regular non-fire suppression systems

Annual Price: 2021 **\$330.00**

Your Price: **\$990.00**

Total: **\$990.00**

Prices are firm until 1/16/2019 Terms: NET15

Prepared by: Jacob Lipker, jacob.lipker@protexcentral.net

Date: 12/17/2018

PERIOD OF AGREEMENT: AGREEMENT SHALL BEGIN 4 / 1 / 2019 AND CONTINUE FOR THREE (3) YEARS.

SCOPE OF WORK:

Protex Central will test & inspect all fire alarm system components listed in this document.

Quote

No.: **14732**

Date: 12/17/2018

Each call will be scheduled with a service report detailing the tasks to perform and any special tools and instrumentation required to properly maintain the system(s). Upon completion of each service call, a summary of the tasks completed will be provided to the CUSTOMER.

Testing Frequency - PCI will perform Inspections at a frequency that is listed on the Service Contract page or Systems to Inspect page: 100% test per year on automatic initiating devices (heat, smoke, duct smoke, manual pull stations and beam/optical smoke detectors & sensors, etc.) and 100% functional test(s) of NFPA 72 required battery load and notification appliances excluding a Decibel level test shall completed during the 12 month period. Fire Protection/Sprinkler System Initiating Devices that are connected and supervised by the Fire Alarm system will be tested electrically. All testing will be completed in accordance with the most recent edition of NFPA 72 - National Fire Alarm Code. Please refer to Special Provisions for any additional testing and inspections to be performed under this Agreement.

Sensitivity Calibration Testing of Smoke Detectors is not included unless listed as a line item within the proposal body with Item ID = INSP - SMOKE DETECTOR CALIBRATION and a Quantity greater than "0"

Customer Acknowledgement Initial: KE Date: 1-3-19

TERMS & CONDITIONS:

A. DEFINITIONS

- 1. "Equipment" means the equipment covered by the Services to be performed under this Agreement, and is identified in the respective work scope attachments under the "Equipment List".
- 2. "Services" means those services and obligations to be undertaken by PCI in support of CUSTOMER pursuant to this Agreement, as more fully detailed in the attached work scope document(s), which are incorporated herein.

B. COVERAGE:

- 1. CUSTOMER agrees to provide access to all Equipment covered by this Agreement. PCI will be free to start and stop all primary equipment incidental to the operation of the mechanical, and life safety system(s) as arranged with CUSTOMER's representative.
- 2. It is understood that the repair, replacement, and emergency service provisions apply only to the Equipment included in the attached Equipment List. Repair or replacement of non-maintainable parts of the system such as, but not limited to, piping, unit cabinets, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, is not included under this Agreement. Costs to repair or replace such non-maintainable parts will be the sole responsibility of CUSTOMER.
- 3. PCI will not reload software, nor make repairs or replacements necessitated by reason of negligence, vandalism or misuse of the Equipment by persons other than PCI or its employees, or caused by lightning, flood or water damage from an source, electrical storm, or other violent weather or by any other cause beyond PCI control. This clause shall supersede and take precedent over any Emergency Service clause or provision contained elsewhere in this Agreement.
- 4. This Agreement assumes that the systems and/or Equipment included in the attached Equipment List are in maintainable condition. If repairs are necessary upon initial inspection, repair charges will be submitted for approval. Should these charges be declined, those non-maintainable items will be eliminated from coverage under this Agreement and the price adjusted accordingly. System equipment deemed to be no longer economically maintainable (obsolete) by PCI will be identified throughout the term of this agreement and brought to the CUSTOMER's attention and may be removed from this specific Agreement or coverage type on the equipment identified may be reduced.
- 5. Maintenance, repairs, and replacement of Equipment parts and components are limited to restoring to proper working condition. PCI shall not be obligated to provide replacement software, equipment, components and/or parts that represent a significant betterment or capital improvement to CUSTOMER'S system(s) hereunder.

6. All non-emergency services under this Agreement will be performed between the hours of 8:00 a.m. - 5:00 p.m. local

Quote

No.: **14732**

Date: 12/17/2018

time Monday through Friday, excluding federal holidays and normal PCI observed Holidays. If for any reason CUSTOMER requests PCI to furnish any labor or services outside of the above stated hours, any overtime or other additional expense occasioned thereby, shall be billed to and paid by CUSTOMER except as may be provided under the Emergency Service section or Special Provisions of this Agreement.

7. CUSTOMER will promptly notify PCI of any malfunction in the system(s) or Equipment covered under this Agreement that comes to CUSTOMER's attention.

8. Inspection pricing provided is based on quantities and devices listed on the pages of this quote/proposal. If it is discovered that device quantities are different vs. what's listed in this quote/proposal or if devices are added/deleted to/from the existing system as a result of remodel/addition during the contract term, Protex Central, Inc. reserves the right to adjust the contract price according to necessary onsite labor adjustments.

C. PRICE, BILLING, AND TERM:

1. CUSTOMER shall pay or cause to be paid to PCI the full price for the Services as specified on the first page of this Agreement. PCI shall submit annual invoices unless otherwise specified to CUSTOMER in advance for Services to be performed during the subsequent billing period, and payment shall be due within thirty (30) days of the Invoice Date. Payments for Services past due more than ten (10) days shall accrue interest from the due date to the date of payment at the rate of one and one-half percent (1.5%) per month, compounded monthly, or the highest legal rate then allowed. CUSTOMER shall pay all attorney and/or collection fees incurred by PCI in collecting any past due amounts.

Customer Acknowledgement Initial: KE Date: 1-3-19

2. PCI may adjust the annual price of this Agreement periodically during the term of this Agreement (either up or down), and CUSTOMER agrees to pay for this negotiated increase or decrease in scope of services to the main Agreement between the CUSTOMER and PCI, if additional systems and equipment are added or deleted to the scope of this Agreement.

3. Following the initial term of this Agreement as noted on Page 1 of this Agreement and titled, "Period of Agreement", this Agreement will automatically renew for successive one (1) year periods unless canceled prior to the anniversary date with at least a thirty (30) day written notice issued by the CUSTOMER. Agreements that are automatically renewed beyond the initial term may be subject to a minimum price increase based on the published U.S. Department of Labor, Consumer Price Index (CPI) at the time of renewal.

4. CUSTOMER agrees to pay any sales, excise, use or other taxes, now or hereafter levied, which PCI may be required to pay or collect in connection with this Agreement.

D. TERMINATION:

1. CUSTOMER may terminate this Agreement for cause after giving PCI thirty (30) days advance written notice. CUSTOMER is responsible for payment of services provided up to cancellation date.

2. PCI may terminate this Agreement for cause (including, but not limited to, CUSTOMER'S failure to make payments as agreed herein) after giving CUSTOMER thirty (30) days advance written notice.

E. GENERAL TERMS AND CONDITIONS:

1. Assignment and Delegation: CUSTOMER may not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of PCI. PCI may assign its right to receive payment to a third party.

2. CUSTOMER shall be responsible for maintaining all liability and property insurance. No insurer or other third party will have any subrogation rights against PCI.

3. Hazardous Materials: CUSTOMER represents and warrants that, except as otherwise disclosed in this in the areas where PCI will undertake work or provide Services, there are no: (a) materials or substances classified as toxic or hazardous either

(i) on or within the walls, floors, ceilings or other structural components or (ii) otherwise located in the work area, including asbestos or presumed asbestos-containing materials, formaldehyde, containers or pipelines containing petroleum products or hazardous substances, etc.; (b) situations subject to special precautions or equipment required by federal, state or local health or safety regulations; or (c) unsafe working conditions.

4. CUSTOMER SHALL INDEMNIFY AND HOLD PCI HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS' AND ATTORNEYS' FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER SUCH MATERIALS, SITUATIONS OR CONDITIONS, REGARDLESS OF WHETHER CUSTOMER HAS PRE-NOTIFIED PCI. THIS INDEMNIFICATION SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR WHATEVER REASON.

5. Warranties and Limitation of Liability: PCI will replace or repair any product PCI provides or CUSTOMER procures under this Agreement that fails within the warranty period (Typically one-year) due to defective workmanship or materials. The failure must not result from CUSTOMER's negligence; or from fire, lightning, water damage, or any other cause beyond PCI control. This warranty applies to PCI fabricated and outside-purchased products. The warranty effective date is the date of CUSTOMER acceptance of the product or the date CUSTOMER begins to receive beneficial use of the product, whichever comes first.

6. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE, AND PCI EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES, EQUIPMENT, AND MATERIALS PROVIDED HEREUNDER. PCI SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM, OR RELATING TO, THIS LIMITED WARRANTY OR ITS BREACH.

7. PCI shall not be liable for damages caused by delay or interruption in Services due to fire or flood; corrosive substances in the air or water supply that may enter or otherwise affect sprinkler piping and sprinkler systems including but not limited to biological growth, Calcium Carbonate Deposits and microbiologically influenced corrosion (MIC); strike, lockout, dispute with workmen, inability to obtain material or services, war, acts of God or any other cause beyond PCI reasonable control. Should any part of the system or any Equipment be damaged by fire, water, water leakage, freezing pipes, lightning, acts of God, third parties or any other cause beyond the control of PCI, any repairs or replacement shall be paid for by CUSTOMER.

8. Indemnity and Limitation of Liability: PCI agrees to indemnify and hold CUSTOMER and its agents and employees harmless from all claims for bodily injury and property damages to the extent such claims result from or arise under PCI negligent actions or willful misconduct in its performance of the Services. PROVIDED, THAT NOTHING IN THIS ARTICLE SHALL BE CONSTRUED OR UNDERSTOOD TO ALTER THE LIMITATIONS OF LIABILITY CONTAINED IN THIS ARTICLE OR THE INDEMNIFICATION CONTAINED IN SECTION 4. IN NO EVENT SHALL PCI BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, OR CONSEQUENTIAL DAMAGES ARISING FROM, RELATING TO, OR CONNECTED WITH THE SERVICES, EQUIPMENT, MATERIALS, OR ANY GOODS PROVIDED HEREUNDER. SUCH INDEMNITY OBLIGATION IS VALID ONLY TO THE EXTENT CUSTOMER GIVES PCI REASONABLY PROMPT NOTICE IN WRITING OF ANY SUCH CLAIMS AND PERMITS PCI THROUGH COUNSEL OF ITS CHOICE, TO ANSWER THE CLAIMS AND DEFEND ANY RELATED SUIT.

9. The parties further agree that PCI is not an insurer; that the Services purchased herein is designed only to reduce the risk of loss; that CUSTOMER chose the level and scope of services being provided by PCI from a variety of service options; that PCI will not be held liable for any loss, in tort or otherwise, which may arise from the failure of the system(s) and/or service(s) or any errors and omissions in the above referenced specifications. The parties further agree that this Agreement shall not confer any rights on the part of any person or entity not a party hereto, whether as a third-party beneficiary or otherwise.

10. BECAUSE IT IS IMPOSSIBLE TO ASSESS ACTUAL DAMAGES ARISING FROM THE FAILURE OF A SYSTEM AND/OR SERVICE PROVIDED UNDER THIS AGREEMENT, THE PARTIES AGREE THAT IF ANY LIABILITY IS IMPOSED ON PCI FOR DAMAGES OR PERSONAL INJURY TO EITHER CUSTOMER OR ANY THIRD PARTY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT NOT TO EXCEED THE AMOUNT OF THE ANNUAL SERVICE CHARGE OF THIS AGREEMENT.

Quote

No.: **14732**

Date: 12/17/2018

F. MISCELLANEOUS:

1. Extent of Agreement: Except as and to the extent provided in the Contract, this Agreement represents the entire Agreement between CUSTOMER and PCI for the Services described herein and supersedes all prior negotiations, representations or Agreements between the Parties related to the Services described herein.
2. None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent document unilaterally issued by CUSTOMER that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both Parties.
3. PCI shall not be liable for any delay in producing, delivering, installing, or giving advice and technical assistance for any of the equipment or software covered hereunder if such delay shall be due to one or more of the following causes: fire, strike, lockout, dispute with workmen, flood, lightning, accident, delay in transportation, shortage of fuel, inability to obtain material war, embargo, demand or requirement of the United States or any governmental or war activity, or any other cause whatsoever beyond the reasonable control of PCI. In addition, PCI shall not be liable for any delays caused by failure of CUSTOMER, or its agent, or any person or entity not a party hereto, to perform any of its obligations in a timely manner.

G. DISPUTE RESOLUTION:

1. This Agreement shall be deemed to be made in Adams County, Nebraska, regardless of the location of any office or representative of CUSTOMER, or the location of the equipment, or the place of signing by any party. This Agreement will be governed by Nebraska law. The venue for any claim arising under this Agreement shall be in Adams County, Nebraska. In the event of a dispute regarding the interpretation or enforcement of this Agreement which results in litigation, the prevailing party shall have its attorney's fees and costs paid by the losing party.

© COPYRIGHT, PROTEX CENTRAL INC, 2018 ALL RIGHTS RESERVED

Accepted by: _____

K. H. Egan

Date: 1-3-19