

FIRE ALARM



INSPECTION & TESTING AGREEMENT

ONE COMPANY DOES IT ALL

Fire Alarm • 24-Hour Monitoring • Fire and Safety Products • Security • Engineered Fire Suppression • Sprinkler Service
2730 Pinnacle Drive • Elgin, IL 60124 • Phone 847-695-5990 • Fax 847-695-3699 • www.foxvalleyfire.com • EOE M/F/D/V

Bill To

The Dana Point Condominiums
c/o Lieberman Management Services
1519 East Central Road
Arlington Heights, IL 60005
Phone 847-228-5176 Fax 847-228-5190
Contact Person: Lisette Ray, CMCA

Location Name & Address

Dana Point Condominiums and Clubhouse
1405, 1415, 1505, 1515, 1519, 1605, 1615
Central Road
Arlington Heights, IL 60005
Phone 847-228-5176 Fax 847-228-5190
Contact Person: Lisette Ray, CMCA

PROTECTION LIST

Description	Qty.	
<input checked="" type="checkbox"/> Panel /	7	Fox Valley Fire & Safety Co., Inc. to provide inspection and testing of the buildings fire alarm system as required by Arlington Heights Fire Prevention Bureau.
<input type="checkbox"/> Announcer		
<input checked="" type="checkbox"/> Smoke Detectors	689	Customer must provide access to all devices.
<input checked="" type="checkbox"/> Heat Detectors	8	
<input checked="" type="checkbox"/> Pull Stations	143	Fuel surcharge/City of Chicago truck service charge may apply. Any additional devices inspected that are not listed under the protection list will be billed at \$6.00 per device.
<input checked="" type="checkbox"/> Strobes	All	
<input checked="" type="checkbox"/> Horns / Strobes	All	
<input type="checkbox"/> Duct Detectors		
<input checked="" type="checkbox"/> Flow Switch	All	Certification of inspection to be issued upon completion for fire and insurance authorities.
<input checked="" type="checkbox"/> Tamper Switch	All	
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

1st Inspection Date: _____

A. Annual Fire Alarm Inspection for Condominium Building	\$ 900.00 per bldg
B. Annual Fire Alarm Inspection for Clubhouse	\$ 150.00

Monitoring

C. <input type="checkbox"/> Digital Monitoring - Emergency 24	\$ N/A
D. <input type="checkbox"/> Direct Connect Monitoring	\$ N/A
E. <input type="checkbox"/> One Time Monitoring Connection Fee	\$ N/A

Signature Indicates Acceptance of Terms and Conditions on Page 2

CUSTOMER APPROVAL

By _____

Authorized Agent _____

Date _____

Title _____

FOX VALLEY FIRE & SAFETY COMPANY

Authorized Agent _____

Date _____

FIRE SPRINKLER



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1405, 1415, 1505, 1515, 1605, 1615
Central Road
Arlington Heights, IL 60005
Phone 847-228-5176 Fax 847-228-5190
Contact Person: Lisette Ray, CMCA

<u>PROTECTION LIST</u>		
<u>Each Building</u>		
Description	Qty.	
<input checked="" type="checkbox"/> Number of Risers	All	Inspection and testing of fire sprinkler system per N.F.P.A. 25 to include all operational equipment, i.e. main control valve, all auxiliary valves, gauges, water flow, related supervisory equipment, all audible equipment, and additional fire department connections.
<input checked="" type="checkbox"/> Wet Sprinkler System	X	Customer must provide access to all devices.
<input type="checkbox"/> Preaction System	—	Building walk-thru to confirm that all pipes, sprinkler heads and any other required equipment are in operational condition.
<input type="checkbox"/> Dry System	—	Fuel surcharge/City of Chicago truck service charge may apply.
<input type="checkbox"/> Fire Pump	—	Certification of inspection to be issued upon completion of each inspection.
<input checked="" type="checkbox"/> Tamper Switch	All	1st Inspection Date:
<input checked="" type="checkbox"/> Flow Switch	All	
<input type="checkbox"/> Anti Freeze Loop	—	
<input type="checkbox"/> Bells	—	
<input type="checkbox"/>	—	

A. Annual Sprinkler Inspection for Condominium Buildings	\$ 125.00 per bldg
B. Annual Fire Pump Test for Condominium Buildings	\$ 500.00 per bldg
C. Annual Backflow Test	\$ N/A
D. City Permit Fee (Billed separately at cost)	\$ _____

Signature Indicates Acceptance of Terms and Conditions on Page 2

CUSTOMER APPROVAL

By

Authorized Agent

FOX VALLEY FIRE & SAFETY COMPANY

Authorized Agent

Date

6/1/13

Title Dana Pt Bl President

Date

Service Terms and Conditions

FIRE EXTINGUISHER**SERVICE INSPECTION AGREEMENT****ONE COMPANY DOES IT ALL**

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Agreement between Fox Valley Fire & Safety Co., Inc. and

Dana Point Condominium Association

Fox Valley Fire & Safety Co., Inc., in consideration of payment, agrees to inspect the fire extinguisher(s) on the premises of 1519 E. Central Road, Arlington Heights, IL 60005

One year is the period set by local insurance rating organizations for the time between inspections.

Dana Point Condominium agrees to pay the following prices for extinguisher service:

TYPE OF EXTINGUISHER SERVICE RECHARGE HYDRO TEST

5 lb. ABC Dry Chemical	\$2.50	\$14.45	\$18.95
10 lb. ABC Dry Chemical	\$2.50	\$20.65	\$26.20
Locked Cabinet Charge	\$.50		

The above prices do not include any necessary parts or repairs to the equipment.

Conductivity Test: \$1.55, Dry Chemical Valve Stem Replacement \$10.75, Service Collars: \$2.35

Fire Hose inspection \$11.50, Fire Hose Test \$.99 per foot, every 3 years.

There is no truck service charge, just a \$50.00 minimum billing.

This contract shall remain in force for three years from the date hereon and shall be renewed and continued in force for successive periods of three years until Fox Valley Fire & Safety Co., Inc. or

Dana Point Condominium give a 30 day written notice prior to the next service date sent via U.S. registered mail that this contract will be inoperative at the end of the current year.

Date of Annual _____ Date June 4, 2013

Fox Valley Fire & Safety Co., Inc. Owner or Manager Dana Pt Bl President

Signature A S.

Rawn James

Address 1519 E. Central Rd

City, St, Zip Arlington Hts, IL 60005



FIRE EXTINGUISHER

SERVICE INSPECTION AGREEMENT

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Date of Annual Date June 4, 2013

Fox Valley Fire & Safety Co., Inc. Owner or Manager *[Signature]*

Signature

Beth Lamm Address 1519 E. Central Rd.

City, St, Zip Arlington Hills, IL 60005

Service Terms and Conditions

- 1. Service Inspections:** Inspections performed are in accordance with local fire protection standards and certification is provided upon completion of inspection. Service is performed during normal business hours, Monday through Friday, 7:00 a.m. to 3:00 p.m., unless otherwise agreed upon in advance and identified in this Agreement. Services performed outside of normal business hours may be subject to premium time rates.
- 2. Monitoring Service (if applicable):** Monitoring service is provided 24 hours a day, 365 days per year. It is the responsibility of the owner, occupant or lessee of the monitored facility to ensure Fox Valley Fire & Safety Company has current and accurate account information. Such information includes but is not limited to, the emergency call list, changes in ownership, occupancy or lessee, billing address, contact personnel and/or telephone numbers. Service disconnection will occur if payment is more than 60 days delinquent and a reconnection fee will be assessed. Payment for any outstanding balances, including assessed fees are required before reconnection may occur. In the event a Customer moves, sells, rents, leases or abandons the property, Fox Valley Fire & Safety must receive prior written notification from the Customer to allow a change or modification in the contract or contract assumption. It is understood that Fox Valley Fire & Safety's sole obligation is related to the provisions of the monitoring service. Fox Valley Fire & Safety Company is in no way obligated to maintain, repair, service, replace, operate or assure the operation of your alarm system. Authorized service by your chosen provider may interfere or disrupt alarm monitoring service connections installed by Fox Valley Fire & Safety Company. It is not the responsibility of Fox Valley Fire & Safety Company to test systems if changes or interference by others results in the disruption of your service. You are responsible for any costs related to reinstating monitoring service or equipment.
- 3. Payments:** Payment is required at the time services are rendered. The only exception to this rule is that a Customer may apply for a line of credit by completing and submitting a credit application to Fox Valley Fire & Safety Company. If a line of credit is approved by Fox Valley Fire & Safety Company, Customer shall be provided set terms in regards to establishing such a credit line. Whether a credit line is established or not, any payment which is more than ten (10) days late shall be assessed as service fee of 1.5% per month (18% annually) on the total balance due and owing and said service fees will continue to be assessed to the entire account balance until such time as payment in full is made. The minimum charge that will be assessed to any late payments shall be \$1.50. Accounts more than thirty (30) days delinquent are subject to a \$25.00 late fee and all credit privileges previously agreed to shall be suspended without notice. Any and all costs incurred by Fox Valley Fire & Safety Company in enforcing its rights under the terms of this Agreement shall be paid by Customer upon demand, including but not limited to attorney's fees, court costs and expenses.
- 4. Sole Obligation:** The sole obligation of Fox Valley Fire & Safety Company, under this Agreement, is to inspect and test listed equipment and/or to provide 24 hour monitoring service, and the Customer hereby agrees that there are no other warranties, express or implied, which would impose upon Fox Valley Fire & Safety Company any further obligation or liability. Fox Valley Fire & Safety Company neither assumes nor authorizes any person to assume for it any such other obligation or liability. Fox Valley Fire & Safety Company's liability to Customer or Customer's property due to any actions or non-performance on the part of Fox Valley Fire & Safety Company shall be limited to \$150.00 per occurrence.
- 5. Cancellation:** All agreements for service are for a period of three years, except where noted. After the initial three year period, this Agreement shall be automatically renewed for successive three year terms, unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date, at which time such termination will take effect. Fox Valley Fire & Safety Company shall have the right to increase the annual charge after one year with written notice, in the event that its costs increase. Early termination or cancellation will result in full payment of the unearned portion of the contract terms, subject to undue enrichment statutes.
- 6. Termination by Fox Valley Fire & Safety Company:** It is understood and agreed that this Agreement may be terminated by Fox Valley Fire & Safety Company in the event that the Customer fails to follow recommendations Fox Valley Fire & Safety Company may make for the repair or replacement of defective parts of this system not covered under the Warranty or Inspection & Monitoring Agreement or upon lack of payment for services rendered. In the event that the Customer's failure to follow the operating instructions provided by Fox Valley Fire & Safety Company results in an undue number of false alarms, or if the premises in which the system is installed are so modified or altered after installation as to render continuation of service impractical, termination may result. Fox Valley Fire & Safety Company, in the event of such termination, will refund to the Customer any advance payments for service to be supplied subsequent to the date of such termination.
- 7. Damage Clause:** Conditions not covered by warranty: a) Damage resulting from accidents, acts of God, alterations, illegal acts, misuse, tampering, abuse, vandalism, willful or intentional acts, power surges, water damage, periods of civil or national unrest, terrorism, riots or wars; b) Failure of Customer to properly follow operating instructions provided by Fox Valley Fire & Safety Company and/or manufacturer at time of installation or at a later date; c) Trouble in leased telephone lines; d) Trouble due to interruption of commercial power; e) Failure of monitoring service to perform properly; f) Delay in or failure of delivery, defects in material or workmanship, or arising out of a breach by Seller of any other term of obligation of Seller under this contract; g) Upgrades to system(s) or equipment, additional system equipment or devices, improvements to system(s) equipment or devices.
- 8. Confession Clause:** To secure the payment due hereunder, Purchaser or Purchasers, and each of them jointly and severally, hereby authorize irrevocably any attorney of any court of record to appear for Purchaser or Purchasers in such court at anytime after the amount payable hereunder shall become due by maturity or acceleration, and to confess judgment without process in favor of Seller, its successors or assigns, for such amount as may appear to be unpaid hereon, together with interests, costs, and reasonable attorney's fees and court costs on the amount due, admitting the allegations of any complaint filed in connection with this instrument, and to waive and release all errors which may intervene in any such proceedings, and consent to immediate execution upon said judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof. (This paragraph shall be ineffective if this contract is executed in any state where its provisions are contrary to the law of such state.)
- 9. Sales and Other Tax:** Any sales, use, excise or similar tax payable by Seller which is or may be imposed by any taxing authority upon the manufacture, sale or delivery of goods covered by this order, or any increase in rate of any such tax not in force, shall be added to the sale price. If not collected at the time of payment of sale price, Purchaser will reimburse Seller for the same, and hold Seller harmless against claims therefore.
- 10. Indemnification and Limitation of Liability:** Purchaser agrees to and shall forever indemnify, release, hold and save harmless Seller, its employees and agents and assigns, from and against any claims, including actions for contribution, suits, causes of action, losses, demands, judgments, and expenses arising from any death or injury to any person, or any loss or damage to property of Purchaser or others, including third parties, caused by or arising out of or resulting from any action or omission of Seller, its agents or employees, or Seller's failure to perform its obligations under this agreement, whether due to Seller's negligence or otherwise or as a result of fire, theft, burglary, robbery or any other cause. Purchaser does hereby for himself and any other parties claiming under him, release and discharge Seller from and against all hazards covered by Purchaser's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Seller. In the event any person not a party to this agreement, shall make any claim or file any lawsuit against the Seller for failure of its equipment or service or the system in any respect, Purchaser agrees to indemnify, defend and hold Seller harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorney's fees.
- 11. Governing Law Modification and Savings Clause:** This agreement shall be governed by the State of Illinois and constitutes the entire agreement between Purchaser and Seller with respect to the subject matter hereof. No representation, statement or provision of any document not contained in this agreement shall be binding upon Seller, and this agreement shall not be modified or amended unless by a writing executed by the party against whom the modification or amendment is sought to be enforced. In the event of any provision of this agreement shall be declared invalid or unenforceable, the remaining terms shall remain in full force and effect.

Customer acknowledges and agrees that it was provided the opportunity to review the terms of their Agreement with an Attorney of its own choosing and has either done so or has elected to waive this right and acknowledges its understanding of the aforementioned terms and its obligation to be bound by said terms.

ADDENDUM

In consideration of the mutual covenants and promises of the parties hereunder, this Addendum shall be incorporated into and made a part of the Fire Alarm Inspection & Testing Agreement, the Fire Sprinkler Inspection & Testing Agreement, and Fire Extinguisher Service Inspection Agreement, and each fo them (collectively, the "Agreements") entered into on June 12, 2013, between Fox Valley Fire & Safety Company ("Fox Valley" or "Seller") and Dana Point Condominium Association ("Customer" or Association"). To the extent there is any inconsistency between this Addendum and any of the Agreements, this Addendum shall control.

The Agreements are modified as follows:

- I. The Service Terms and Conditions are modified at Paragraph 4, entitled "Sole Obligation," by deleting the last sentence of Paragraph 4 in its entirety.
- II. The Service Terms and Conditions are modified at Paragraph 5, entitled "Cancellation," by deleting existing Paragraph 5 in its entirety and replacing it with the following:

5. Cancellation. All agreements for service are for a period of three (3) years, except where noted and except where terminated pursuant to provisions of the Agreement. Fox Valley shall have the right to increase the annual charge after one year with written notice, in the event that it's costs increase. The Association shall have the right to terminate or cancel this Agreement, with or without cause, upon at least thirty days written notice and without payment of a penalty, termination, or cancellation fee.
- III. The Service Terms and Conditions are modified at Paragraph 8, entitled "Confession Clauses," by deleting existing Paragraph 8 in its entirety and replacing it with the following:

8. Enforcement. Any legal action by either Party arising from this Agreement or the performance of this Agreement shall be brought in the Circuit Court of Cook County, Illinois. The prevailing party in any legal action shall be entitled to recover its attorneys fees, costs and expenses incurred (and any other references in the Agreement to recovery of attorneys fees and costs or costs of collection are hereby deleted).
- IV. The Service Terms and Conditions are modified at Paragraph 10, entitled "Indemnification and Liability," by deleting existing Paragraph 10 in its entirety and replacing it with the following:

10. Indemnification by Fox Valley; Insurance. Fox Valley shall indemnify and hold harmless the Association, its directors, officers, employees, members and agents, from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance or non-performance of the

services and work provided pursuant to this Agreement, provided that any such claim, damage, loss or expense is (a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of the use resulting therefrom and (b) caused in whole, or in part, by any negligent act or omission or intentional act of Fox Valley or any subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. Any indemnification provided herein shall survive completion and/or termination of this Agreement.

Fox Valley shall maintain at all times during the term of this Agreement and for one year thereafter the following insurance coverage and any other additional insurance and/or bonds required by law: Commercial General Liability insurance with limits of at least \$1,000,000 per occurrence for bodily injury or death and property damage liability and at least \$2,000,000 General Policy Aggregate (applicable to Commercial General Liability Policies); and Workers Compensation insurance in the amount of statutory limits. The Association shall be named as an additional insured on all Commercial Liability policies. At no time shall any employee or agent of Fox Valley come on to the Association's Property without any and all of the foregoing insurance coverage in place. Fox Valley shall immediately provide proof of such insurance upon request by the Association.

DANA POINT CONDOMINIUM
ASSOCIATION :

By: A.S.

Title: Dana Pt Bl Presder

Date: 6/13/13

FOX VALLEY FIRE & SAFETY CO.

By: An Whee

Title: Treasur

Date: 6/12/13



CONDOMINIUM ASSOCIATION
1519 EAST CENTRAL ROAD
ARLINGTON HEIGHTS, ILLINOIS 60005
(847) 228-5176 • Fax (847) 228-5190

June 14, 2013

Fox Valley Fire & Safety
Attn: Jeff Volkening
2730 Pinnacle Drive
Elgin, IL 60124 0554

**RE: THE DANA POINT CONDOMINIUM
ASSOCIATION**

Dear Jeff Volkening:

Thank you for submitting your proposal for fire prevention annual inspections and maintenance on all fire equipment. The Board of Directors has approved your bid based on the proposal submitted and the specifications provided. Enclosed is a copy of the fully executed contract. It is the vendor's responsibility to:

1. Obtain any necessary permits from the appropriate governmental agencies .
2. Forward a Certificate of Insurance to the Property Manager. The certificate must include the Association as the Certificate Holder Lieberman Management Services, Inc. and all managed Associations and Cooperatives under contract must be listed as the additional insured . Worker's Compensation Insurance of at least \$500,000.00 and General Liability of at least \$1,000,000.00/\$2,000,000.00 is required.
3. Payment cannot be made until we receive a W-9 form.
4. If the invoice amount exceeds \$5,000.00, a Waiver of Lien is required.

Work cannot commence until the Certificate of Insurance and any necessary permits are received .

In order to receive payment , you must be enrolled in the LMS Preferred Vendor Program . If you have not already been approved as a Preferred Vendor , please enroll at www.LiebermanManagement.com . Just locate the "I am a Vendor" tab to open tab "Vendor Program" and select "Complete Application" . You will be able to complete the application on -line and will be required to remit a nominal processing fee of \$100. Once approved, your company name can be added to our LMS Vendor Database, which is used by Property Managers to select vendors .

We look forward to working with you .

Sincerely,

LIEBERMAN MANAGEMENT SERVICES INC. as
Agent

Lisette Ray