

## 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 of 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 its 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: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

FOX VALLEY FIRE & SAFETY CO.

By: An Whale

Title: Treasur

Date: 6/12/13