

FIRE SPRINKLER



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 Same
 Royal Blvd Condo Association
 2350 Royal Blvd
 Elgin, IL 60123
 0
 Phone 630-472-9800 Cell 0
 Contact Person: Jonathan Swindle
 Email: JSWINDLE@WAVELANDPROP.COM
 Email Invoices Yes No

Customer Name & Address
 Royal Blvd Condo Association
 2350 Royal Blvd
 Elgin, IL 60123
 0
 Phone 630-472-9800 Cell 0
 Contact Person: Jonathan Swindle
 Email: JSWINDLE@WAVELANDPROP.COM
 Email Inspection Certification: Yes No

Protection List - Each Building

Description	Qty.
Number of Risers	1
Wet Sprinkler System	
Preaction System	
Dry System	
Fire Pump	
Tamper Switch	3
Flow Switch	1
Anti Freeze Loop	
Bells	
Fire Hydrants	
Standpipe Hose Valves	

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.

Building walk-thru to confirm that all pipes, sprinkler heads and any other required equipment are in operational condition.

Certification of inspection to be issued upon completion of each inspection.

1st Inspection Date: ASAP

Please note: The pricing is for inspection services only. Any repairs, recharging, and/or hydro testing of equipment or systems as well as any permit and municipal upload fees (if required) will be billed at an additional cost. All work is to be completed during normal business hours. Truck service charges may apply. Fox Valley Fire & Safety additionally requires guaranteed access to all devices and equipment to be tested.

- A. Scheduled inspection and test for listed equipment \$ 325.00
 Inspected: Annually Semi-Annually Quarterly
- B. Annual Pump Test \$ 325.00
- C. Annual Back Flow \$ 150 Per Unit
- D. City Permit Fee (Billed separately at cost) \$ _____

Signature Indicates Acceptance of Terms and Conditions on Page 2

CUSTOMER APPROVAL

FOX VALLEY FIRE & SAFETY COMPANY

By [Signature]
 Authorized Agent

[Signature]
 Authorized Agent

Date 7-17-23 Title Prop Mgr

Date 7/17/23 Title Fire Protection Specialist

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 of 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 five years, except where noted. After the initial five year period, this Agreement shall be automatically renewed for successive five 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 of 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.