

FIRE ALARM



FIRE & SAFETY
Since 1960

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

INSPECTION, TESTING & MONITORING AGREEMENT

Bill To Same
 Lake Point Tower Condominium Association
 505 N Lake Shore Drive
 Suite 200
 Chicago, IL 60611
 Phone: 312645-8808 Fax: _____
 Contact Person: Jim Stecko
 Email: jim.stecko@fsresidential.com

Location Name & Address
 Lake Point Tower Condominiums
 505 N Lake Shore Drive
 Chicago, IL 60611
 Phone: 773-401-0102 Fax: _____
 Contact Person: Mike Brown
 Email: _____

Protection List

Description	Qty.
Panel _____	_____
Annunciator _____	_____
Smoke Detector _____	_____
Heat Detector _____	_____
Pull Station _____	_____
Horns/Strobes _____	_____
Duct Detectors _____	_____
Flow Switch _____	_____
Tamper Switch _____	_____
Speakers _____	_____
Speaker/Strobe _____	_____
FF Telephones _____	_____
Door Closers _____	_____

Fox Valley Fire & Safety Co., Inc. to provide inspection, testing and monitoring of the building fire alarm system as required by the local Fire Prevention Bureau.

Customer must provide access to all devices.

If the dedicated phone line(s) is faulty or not tagged properly by AT&T, there will be an additional \$200.00 charge per connection attempt until completed.

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.

Certification of inspection to be issued upon completion for fire and insurance authorities.

1st Inspection Date: _____ Sep-17

A. Scheduled inspections and test for listed equipment - Annual Cost	\$	<u>N/A</u>
_____ % of devices tested per inspection		
B. Digital Monitoring (Annually)	\$	<u>450.00</u>
C. One Time Monitoring Connection Fee	\$	<u>350.00</u>
D. Permit Fee	\$	<u>N/A</u>

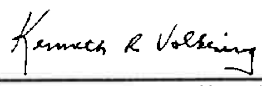
Signature Indicates Acceptance of Above Information and Pricing

CUSTOMER APPROVAL

By 

 Authorized Agent
 Date August 23, 2017 Title General Manager-Finance / Operations

FOX VALLEY FIRE & SAFETY COMPANY

By 

 Kenneth R. Volkering
 Date 8/24/17 Title President



PARTY LIST INFORMATION

Do not write any billing address information on this form.

ACCOUNT INFORMATION of Monitored Location Only			
Account Name	Lake Point Tower Condominums		
Premise Phone #	312-645-8805	Fox Valley Fire will provide Account #: 55-0909	
Account Address	Address: 505 N Lake Shore Drive		
	City: Chicago	State: IL	Zip Code: 60611

CALL LIST

All passwords must contain 3 - 10 characters, no spaces or symbols and is case sensitive.
 If all passwords are left blank, the last three digits of the account number will be used as the main account password for all users.
 Each person on the call list should be aware of assigned passcode(s) at any given time of day or night.

	Contact Name / Email Address	Verbal Passcode (Required)	Phone Number	Cell Phone
1	Name Jim Stecko	505	312-467-1740	708-846-5241
	Email jim.stecko@fsresidential.com			
2	Name Mike Brown	505	312-645-8804	773-401-0102
	Email			
3	Name Nick Manda	505	312-467-0505	221-210-4606
	Email			
4	Name Ilir Mehmeti	505	312-335-5629	773-406-0303
	Email ilir.mehmeti@fsresidential.com			
5	Name Asa Sherwood	505	312-335-5621	312-505-5747
	Email asa.sherwood@fsresidential.com			

Fox Valley Fire Office Use Only RESPONDING AUTHORITIES

#	Type	Authority Name	Phone Number
1	Fire	Chicago Fire Department	
2	Police		
3	Medical		

<p>To Cancel or Test an Alarm: 855-751-4025</p> <p>Central Station Monitoring</p> <p>Anytime you place your monitoring on disregard "test" mode. Please share this phone number, your account number and passcode with employees who work with the fire alarm service and/or those on the fire alarm emergency call list. *If your call to cancel is made after authorities are dispatched your local authorities may charge an emergency fee.</p>	<p>Repair or Inspection: 847-695-5990</p> <p>Fox Valley Fire & Safety</p> <p>Call Fox Valley Fire & Safety for Alarm System Service or questions on your alarm equipment. This number is 24 hour. Specify if you require <u>emergency</u> service.</p>
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Radio Installation Requirements:

1. Fire/Security Customers: The subscribers alarm system must be in good working order and free of any trouble conditions.
2. Fire Customers: Two dry contact outputs. One dry contact programmed as an alarm activation. Another dry contact programmed as trouble activation. If supervisory is programmed for activation at the control unit, a third dry contact output shall be programmed for a supervisory condition.
3. Fire Customers: If no dry contacts are available and no supervisory activation is required a reverse polarity module with filtered VDC must be supplied.
4. Fire/Security Customers: In the event the installer is unable to perform the installation due circumstances beyond their control and a return trip is necessary, an additional service trip charge will be invoiced at normal billable hours.

SUBSCRIBER SALES, SERVICE, AND MONITORING AGREEMENT ("Agreement")
TERMS AND CONDITIONS:

The parties agree to the additional terms and conditions below:

1. Monitoring Service. Subscriber, at the location indicated on Page 1 of this Agreement (the "premises"), has contracted with Fox Valley Fire and Safety, ("FVF") for some or all of the following: System Specifications, System Installation, System Service and Monitoring Alarm Signals sent from the Subscriber's premises via communications media including, but not limited to, telephone lines, cellular devices, satellite technology, Internet, and/or radio telemetry and received by means of an alarm system or monitoring system (collectively hereinafter "System") and to respond thereto by notifying the party (or parties) identified by the Subscriber. FVF is NOT responsible and the Subscriber assumes full responsibility for all communications media used to transmit signals to the monitoring facility. Upon receipt of a signal from the System, FVF shall WITHOUT WARRANTY attempt to notify via telephone, text, and/or email, the party (or parties) that has been identified by Subscriber as the proper party to notify under the circumstances encountered.

2. Waiver of Warranty: Exculpatory Clause. Subscriber understands that FVF offers several levels of protection services and that the level described on Page 1 of this Agreement has been chosen by Subscriber after considering and balancing various levels of protection afforded and their related costs. Subscriber understands and agrees that: **FVF IS NOT AN INSURER**, and Subscriber is responsible for obtaining its own insurance policies covering real or personal property loss or damage and personal injury, including death. The payments hereunder are based solely on the value of the services as described herein and on Page 1 of this Agreement, and are unrelated to the value of any of Subscriber's property, or the property of others located at Subscriber's location, the value of which is known only by Subscriber. FVF is not liable for losses caused by the malfunction or non-function of the System or equipment or the monitoring, signal handling or dispatching services even if due to FVF's negligence or failure to perform. SUBSCRIBER is aware that circumstances where service may not work include but are not limited to a proper surge suppression system or wireless backup system not being employed. **FVF MAKES NO GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES SUPPLIED WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SERVICES ARE DESIGNED TO DETECT, OR THAT THE EQUIPMENT SUPPLIED, OR ANY HARDWARE, SOFTWARE OR NETWORKS USED IN CONNECTION WITH THE SYSTEM SHALL CORRECTLY HANDLE THE PROCESSING OF ALARM SIGNALS.**

3. Third Party Indemnification. Since the parties agree that Subscriber retains the sole responsibility for protecting and insuring against losses to its own property and the property of others located on its premises and for the life and safety of all persons on its premises, Subscriber agrees to indemnify, defend and hold harmless FVF, its officers, employees, agents, subcontractors, suppliers, or representatives from and against all claims, lawsuits, and losses, including attorneys' fees, by persons not a party to this Agreement, arising out of, or related to, the operation of the alarm system and/or monitoring system, whether due to malfunctioning or non-functioning of the System or the negligent performance or non-performance of the monitoring services or other installation, maintenance, or other services by FVF, or its officers, employees, agents, subcontractors, suppliers, or representatives.

4. Limitation of Liability: Liquidated Damages. Subscriber acknowledges that it is impractical and extremely difficult to calculate actual damages, if any, which may proximately result from failure on the part of FVF to perform any of its obligations or responsibilities herein, including, but not limited to its specifications, installation, service, and/or monitoring service, the failure of the System to operate properly, by active or passive negligence, or by failure to perform any of the obligations herein, because of among other things: (a) the uncertain amount or value of Subscriber's property or the property of others kept at the monitored location which may be lost, destroyed, damaged or otherwise affected by occurrences which the System and/or services are designed to detect; (b) the uncertainty of the response time of any individual or entity should any of these parties be dispatched as a result of a signal being received or an audible device sounding; (c) The inability to ascertain what portion, if any, of any loss would be proximately caused by FVF's failure to perform or by its Systems' failure to operate; or (d) the uncertain nature of occurrences which might cause injury or death to subscriber or any other person. **THEREFORE, SUBSCRIBER ACKNOWLEDGES AND AGREES THAT IF FVF IS FOUND LIABLE FOR ANY LOSS ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, IN A COURT OF COMPETENT JURISDICTION, IRRESPECTIVE OF CAUSE, INCLUDING, BUT NOT LIMITED TO, WHETHER THE LOSS OR LIABILITY IS CAUSED BY FVF'S OWN NEGLIGENCE, FVF'S LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL MONITORING FEE OR FIVE HUNDRED (\$500.00) DOLLARS, WHICHEVER IS LESS.**

This sum shall be paid and received as either (1) liquidated damages and not as a penalty, or (2) as a limitation of liability approved and agreed upon by the parties. The payment of this amount shall be FVF's sole and exclusive liability. Under no circumstances shall FVF be liable to Subscriber for consequential damages of any nature in excess of such amount, including, without limitation, to real or personal property, loss of property or revenue, cost of capital, costs of purchased or replaced goods, other economic loss or damages for personal injury or damages however occasioned, and whether alleged as caused by the installation, repair, design, sale, lease or failure of the monitoring equipment or service or the performance or nonperformance of obligations and responsibilities under this Agreement

or breach of warranty or negligence, active, passive, joint, several or otherwise, strict liability, tort, or otherwise by FVF, its officers, employees, agents, subcontractors, suppliers, or representatives. Subscriber agrees to obtain insurance coverage adequate to protect Subscriber's interest in light of the limitation of liability stated in this Agreement. If subscriber wishes FVF to increase the amount of the above limitation of liability or liquidated damages, Subscriber may inquire about obtaining an increase to this amount in exchange for the payment of an additional monthly charge, but such additional monthly charge shall not be construed as the responsibility of FVF to obtain and maintain insurance. The terms of this Section 4, Limitation of Liability: Liquidated Damages, shall survive the termination or expiration of this Agreement. FVF assumes no responsibility for any loss in excess of the liquidated damages allowed by this Section.

5. Subscriber's Duties. In addition to Subscriber's duty to indemnify, defend, and hold FVF, its officers, employees, agents, subcontractors, suppliers, or representatives harmless as provided above, Subscriber shall: (a) cooperate with FVF in the installation, operation, and maintenance of the System and agrees to follow all instructions and procedures which may be prescribed for the operation of the System, the rendering of services and the provision of monitoring for the premises; and (b) pay all charges made by any telephone company or other utility or communications organization for installation, leasing, and service charges of telephone lines or other communications technologies connecting Subscriber's premises to FVF. Subscriber acknowledges that notification signals from Subscriber's premises to FVF are transmitted over Subscriber's communications service and that in the event the communications service is out of order, disconnected, powered down, interfered with by Subscriber, or otherwise interrupted, signals from Subscriber's system will not be received by FVF during any such interruption and will not be known to FVF. Subscriber agrees that in the event the equipment or system continuously transmits signals reasonably determined by FVF to be false and/or excessive in number, Subscriber shall be subject to the additional costs and fees incurred by FVF in receiving and/or responding to the excessive signals.

6. Taxes, Fees, Fines, Licenses and Permits. (a) Subscriber agrees to pay all sales tax, use tax, property tax, utility tax, and other taxes required in connection with the equipment and services listed, including telephone company line charges or other communications technologies, if any. FVF shall have the right, at any time, to pass along to Subscriber any increases in the monthly charges which hereafter may be imposed on FVF by utility or government agencies relating to the service(s) provided under the terms of this Agreement, and Subscriber hereby agrees to pay the same. (b) Subscriber agrees to assume all responsibility for any false notifications or signals given by the System. Subscriber will indemnify, pay and defend FVF and its authorized contractors and subcontractors and hold each of them harmless from and against any responsibility or liability for payment of associated fines, penalties or other costs. (c) Subscriber shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. If Subscriber fails to maintain any required licenses or permits, FVF shall not be responsible for performing the services and may terminate the services with written notice to Subscriber.

7. Payments/Increase in Service Charges. Payment is required at the time services are rendered. The only exception to this rule is that a Subscriber may apply for a line of credit by completing and submitting a credit application to FVF. If a line of credit is approved by FVF, Subscriber 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 a 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 \$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 FVF in enforcing its rights under the terms of this Agreement shall be paid by Subscriber upon demand, including but not limited to attorney's fees, court costs, and expenses. FVF shall have the right to increase the Service Charges provided for in this Agreement by giving Subscriber thirty (30) days written notice in advance of the effective date of such increase. Charges for time and materials services are based upon FVF's service rates in effect at the time of the service, and are subject to change without notice.

8. Authorized Personnel & Emergency Information. Subscriber agrees to furnish a written list of the names and telephone numbers of all persons to be notified in the event of a notification signal. Subscriber agrees to provide all changes, revisions and modifications to the above to FVF in writing in a timely manner.

9. Assignees and/or Subcontractors of FVF. FVF shall have the right to assign this Agreement in whole or in part to any other person, firm, or corporation and shall have the further right to subcontract any surveillance, monitoring, maintenance, emergency response, or other services which it may be required to perform hereunder. Subscriber acknowledges that this Agreement, and particularly those paragraphs relating to FVF's maximum liability and third party indemnification, shall inure to the benefit of and are applicable to any assignees and/or subcontractors

of FVF, and that they bind Subscriber with respect to said assignees and/or subcontractors with the same force and effect as they bind Subscriber to FVF.

10. Assignment by Subscriber. Subscriber acknowledges that the sale or transfer of Subscriber's premises shall not relieve Subscriber of duties and obligations under this Agreement unless FVF agrees in writing to the transfer of the Agreement.

11. Delay or Interruptions. FVF assumes no liability for delay in the installations of the System or for interruption of monitoring services due to strikes, riots, floods, storms, earthquakes, fire, power failures, insurrections, interruption of availability of telephone cable, cellular, satellite, or radio service or any communications service through any other medium, malfunction or unavailability of the system related to data handling problems, delay of response time, acts of terrorism, acts of war whether through direct or indirect actions, irrespective of cause, acts of God, or for any other cause beyond the control of FVF, and will not be required to provide monitoring services to Subscriber while interruption of service due to any such cause may continue. FVF assumes no liability for delay of installation or services due to non-cooperation of the Subscriber or his agents in providing access to that area of installation or service on any device or devices of the Subscriber or of others to which FVF's equipment is attached. FVF shall not be obligated to perform any monitoring service hereunder during any time when the communications equipment and/or service shall not be working.

12. Outside Charges. Subscriber understands and accepts that FVF specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including, but not limited to any government personnel or agencies, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Subscriber, whether requested or not and whether such entities were correctly or incorrectly notified by FVF, its agents, or subcontractors.

13. Term/Cancellation. The initial term of this Agreement shall be for a period of five (5) years ("Primary Term"), except where noted. After the Primary Term, this Agreement shall automatically renew for successive five-year terms ("Renewal Term"), unless terminated by either party upon written notice at least thirty (30) days prior to the end of the five-year term then in effect. In the event of early termination or cancellation by Subscriber, the Subscriber will be liable for full payment service charges and fees due for the remainder of the term. This Agreement may be cancelled by FVF at any time, upon a ten (10) day written notice, if false notifications and/or "runaway" signals of any category continue to occur, or if Subscriber fails to timely pay all amounts due and payable under this Agreement.

14. Default/Termination. In the event Subscriber fails to pay any amount due under this Agreement, Subscriber abuses the equipment or the use of the monitoring facility, Subscriber fails to comply with any of the terms and conditions hereof, Subscriber makes an assignment for the benefit of creditors, an order for relief is entered against Subscriber under any chapter of the National Bankruptcy Code, as amended, a receiver or trustee is appointed for all, or substantially all, the assets of Subscriber, or there is a dissolution or termination of existence of Subscriber, or if Subscriber is in default under this Agreement and such default continues for ten (10) days after FVF gives Subscriber written notice of such default, in addition to any other remedies provided by law, FVF may pursue any one or more of the following remedies, which are cumulative and nonexclusive: (a) Terminate all services subscribed for hereunder by giving ten (10) days written notice to Subscriber, without terminating this Agreement, and recover all amounts due to FVF; (b) Take possession of all FVF owned equipment wherever situated and for such purpose enter upon Subscriber's property without liability for so doing; (c) By notice to Subscriber, declare immediately due and payable all moneys to be paid by Subscriber during the Primary Term or, if the Primary Term has then expired, declare immediately due and payable all moneys to be paid during any Renewal Term then in effect, and Subscriber shall in any event remain fully liable for reasonable damages as provided by law and for all costs and expenses incurred by FVF on account of such default including all court costs and reasonable attorneys' fees. The waiver by FVF of a breach of any obligation of Subscriber shall not be deemed a waiver of such obligation or any subsequent breach of the same or any other obligation. The subsequent acceptance of payment hereunder by FVF shall not be deemed a waiver of any prior existing breach, regardless of FVF's knowledge of such prior existing breach at the time of acceptance of such payments.

15. Conflict of Terms. Should there arise a conflict of terms or conditions between this Agreement and a purchase order it is agreed that this Agreement shall be supreme and binding.

16. One Year Limitation on Actions. The parties agree that no suit or cause of action shall be brought against FVF more than one (1) year after the accrual of the cause of action therefore.

17. Waiver of Subrogation. Subscriber does hereby for itself and all other parties claiming under it, release and discharge FVF, its officers, employees, agents, subcontractors, suppliers, or representatives from and against all hazards covered by Subscriber's insurance, it being expressly agreed and understood that no insurance compaor insurer will have any right of subrogation against FVF, its officers, employees, agents, subcontractors, suppliers, or representatives.

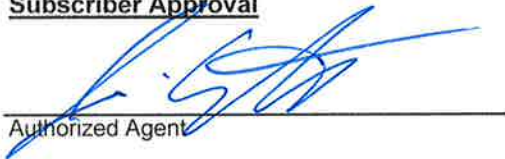
18. Entire Agreement; Modification; Waiver. This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. This Agreement can be modified only in writing, signed by the parties or their duly authorized representatives. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

19. Choice of Law; Venue. The laws of State of Illinois shall govern the validity, enforceability and interpretation of the Agreement. It is agreed that any suit or action initiated as a result of this Agreement or in any way arising out of this Agreement or the Monitoring Services to be provided under this Agreement shall be brought in a court of competent jurisdiction within the State of Illinois. Subscriber and FVF irrevocably agree to waive their individual rights to a jury trial.

20. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision allowed by law and the remaining provisions of this Agreement shall remain in full force and effect.

21. Representation and Warranty. By signing this Agreement, Subscriber represents and warrants that he or she is above the age of eighteen and has the necessary capacity and authority to enter into this Agreement on behalf of the Subscriber, or for any other individual(s) or organization(s) that the signatory may legally bind to this Agreement.

Subscriber Approval



Authorized Agent

Jim Stecko

Printed Name

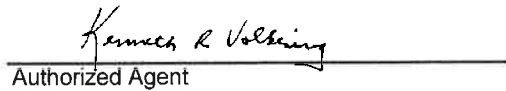
General Manager-Finance / Operations

Title

August 23, 2017

Date

Fox Valley Fire & Safety



Authorized Agent

Kenneth R. Volkening

Printed Name

President

Title

8/24/17

Date