

10. DELAYS BEYOND CONTROL. Seller shall not be liable for any delays in or failure of delivery due to Acts of God or public authority, labor disturbances, and delays by carriers, shortages of material, delays of a supplier or any other cause beyond Seller's control. Purchaser's requested delivery date or schedule shall be approximate and subject to Seller's acceptance. Purchaser agrees to pay all expenses and costs incurred for lack of proper scheduling. If Seller is unable to perform as a result of Purchaser's actions, Purchaser agrees to pay the hourly costs for Seller's employees at the current rate of pay.

11. 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.

12. INDEMNIFICATION AND LIMITATION OF LIABILITY

A. Purchaser hereby acknowledges and agrees that the installation of the system and/or equipment requires certain modifications of existing structures. Purchaser hereby covenants and agrees to indemnify and hold Seller, its agents, employees, and assigns harmless from any claims from damage incurred with respect to the modification of existing structures at the time of the installation of the system and/or equipment. In the event Purchaser is not the owner or is a lessee or contract purchaser of the property where the system or equipment is to be installed, Purchaser further covenants and agrees to indemnify and hold harmless Seller, its agents and employees, of and from any damage, liability or judgment which may be incurred by Seller as a result of any action brought by or on behalf of the lessor or owner of said property.

B. Seller does not represent or warrant that the system may not be circumvented or compromised, or that the system will, in all cases, provide the protection for which the system is designed to detect or avert. Insurance will be obtained by the Purchaser and the payments to Seller herein before specified. Insurance, if any, will be obtained by the Purchaser and the payments herein before specified are based solely upon the value of the services herein described and are unrelated to the value of the Purchaser's property or property of others located in or adjacent to Purchaser's premises. It is not the intention of the parties that Seller assume responsibility for any loss or damage, irrespective of cause or origin, which results directly to person(s) or property from performance or nonperformance of obligations imposed by this contract or from the negligence, active or otherwise, or omissions of Seller, its agents or employees. Purchaser agrees that seller shall be exempt from liability, including any actions for contribution, and shall not be liable for any damages, whether direct, indirect, consequential, for economic loss, personal injury, property damage, or death, or any consequences which result therefrom which the services herein described are designed to detect, prevent or avert. Because of the nature of the services to be performed, it is impractical and extremely difficult to fix the actual damage, if any, which may proximately result from the failure on the part of Seller to perform any of its obligations under this agreement, or from the failure of the system to operate properly. Therefore, if notwithstanding the above provisions, there shall at any time be, or arise, any liability on the part of Seller by virtue of this agreement, or with respect to third parties, whether due to the negligence of Seller or otherwise, such liability shall be limited to the sum of two hundred fifty dollars (\$250.00). This sum shall be paid and received as liquidated damages and not as a penalty, and such liability shall be complete and exclusive.

C. Purchaser agrees to and shall forever indemnify, release, hold and save harmless Seller, its employees and agents, 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, employees or assigns 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.

D. 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.

E. 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.

12. GOVERNING LAW MODIFICATIONS 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.

Signature

06/20/2024 10:44am CDT

Lockbox

Accepted By: JONATHAN SWINDLE

jswindle@wavelandprop.com



Zach Graczyk NICET# 151676, FSI0078
06/20/2024 10:41am CDT

FACP called offline with FVFS Monitoring.
Annual sprinkler inspection performed.
All devices inspected and tested. Visually inspected accessible sprinkler heads and piping supports.
FACP cleared and back online.

Building was quoted for fire pump test but system does not have a fire pump.



Lindita Skrijeli
06/19/2024 09:30am CDT

POC IS JONATHAN 630-472-9800

INTERNAL LOCKBOX CODE FOR SPRINKLER ROOM IS 27270

NEW INSPECTION

Disclaimers and Warranties

Terms and Conditions

1. A system is defined as all equipment, material, parts, labor, maintenance, inspection and/or monitoring services to be provided by Seller as set forth herein.
2. Equipment servicing, inspection or maintenance is defined as the servicing, inspection, and maintenance of equipment as herein provided and does not include any review of system design, engineering or compliance with local, national, or manufacturer's guidelines, specifications, regulations or codes, and such services are expressly excluded here from unless specifically contracted for here under.
3. Seller shall not be obligated to provide servicing, inspection or maintenance of any type on or to the system and/or equipment sold or installed here under, or to train or instruct Purchaser or Purchaser's employees or others as to the use, operation, maintenance or control of the system and/or equipment unless said servicing, inspections, maintenance or training is specifically contracted for herein. Seller shall not be obligated to provide the following, unless previously include in Description Of Work: Tax, Permit and Review Fees, Lift, Dry-wall repair and/or patching, Premium Time Labor, Products and service not previously listed, and electrical work and/or wiring and confined space.
4. **TITLE AND RISK OF LOSS.** Title to the system and/or equipment shall remain in Seller and shall pass to Purchaser only upon full payment therefore. With respect to the sale of equipment or products wherein Seller provides no installation, shipments are at Purchaser's risk and all claims shall be made by Purchaser to the carrier for any damages there to.
5. **SECURITY INTEREST.** Purchaser hereby grants to Seller a security interest in the system and/or equipment and in all accessories thereto to secure payment in full of the purchase price hereunder. Purchaser agrees to execute financing statements or such other documentation as Seller may request in order to perfect such security interest.
6. **PAYMENT.** All sums due here under shall be paid in full upon delivery of the equipment or providing of the servicing, maintenance, or monitoring services here under unless otherwise agreed upon in writing by Seller. If the system is to be installed according to plans and specifications for installation provided by Purchaser, Purchaser hereby agrees to pay for any and all additional costs incurred for any additions, changes or corrections necessitated by inaccuracies, errors, discrepancies or changes in said plans or specifications. In the event any payment due here under is more than 10 days delinquent, Seller may impose and collect from Purchaser a delinquency charge of 1½% per month (18% annual) of the amount due. Should the amount due be less than \$100.00, a service charge of \$1.50 minimum per month will be added to unpaid balance.
7. **DEFAULT BY PURCHASER.** Purchaser agrees and authorizes Seller, if it so elects, to remove the system and/or equipment and disconnect and render inoperable any monitored systems and to terminate any monitoring services if payment is not made as herein provided. Purchaser also agrees to pay all costs, charges and expenses, including reasonable attorney's fees and court costs, and Seller's corporate officers wages and expenses which may be incurred in testifying at any proceeding relating to the enforcement of the terms of this agreement, the collection of any sums due here under, or securing possession of the system and/or equipment. Seller's right of removal and repossession shall be in addition to any and all additional remedies Seller may have here under.
8. **WARRANTY.** Seller warrants at the time of installation of a system or equipment that the system or equipment will be installed according to and will meet approval of (a) The manufacturer, (b) Underwriter's Laboratories, Inc. Listing, and (c) Seller's standard installation procedure. In the event that any part shall become defective within the system or in the event that any repairs shall be required, the Seller hereby agrees to make all repairs and/or replacement of parts without cost to the Purchaser for a period of one year from the date of purchase or installation. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHETHER EXPRESS OR IMPLIED AS TO THE EFFECTIVENESS OF THE SYSTEM OR EQUIPMENT INSTALLED, SOLD, MAINTAINED, SERVICED OR MONITORED HEREUNDER. LOSS BY FIRE, FALSE DISCHARGE, THEFT, BURGLARY, OR ROBBERY IS HEREBY ASSUMED BY PURCHASER AND SHALL BE COVERED BY PURCHASER'S INSURANCE CARRIER. THE WARRANTIES CONTAINED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING OUT OF OR IN CONNECTION WITH THE SYSTEM OR EQUIPMENT INSTALLED, SOLD, MAINTAINED OR SERVICED HEREUNDER, OR MONITORING SERVICES PROVIDED, OR THE USE OR PERFORMANCE THEREOF. SELLER EXCLUDES ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ACCEPTS NO WARRANTY OBLIGATION OTHER THAN THOSE WARRANTIES AGREED TO IN THIS PARAGRAPH. THIS WARRANTY MAY NOT BE MODIFIED, AMENDED, OR EXTENDED.
9. **INSPECTION.** Purchaser hereby agrees to inspect the system and/or equipment and notify Seller in writing of claimed defects or shortages within ten (10) days after Purchaser accepts delivery of the system or equipment. Purchaser's failure to so inspect and so notify Seller shall waive Purchaser's warranty right she reunder as well as any claim that Purchaser may have against Seller in regards to the system.

VERIFIED
Deficient
DISCOVERED
08/16/2023
11:53 AM

Description:

System is due for the 5 year FDC hydrostatic pipe testing. No tags showing this has been completed.

VERIFIED
Deficient
DISCOVERED
08/16/2023
12:06 PM

Description:

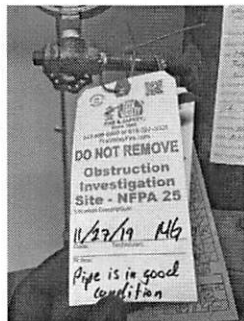
FDC is obstructed by bushes.



NEW
Deficient
DISCOVERED
06/20/2024
10:23 AM

Description:

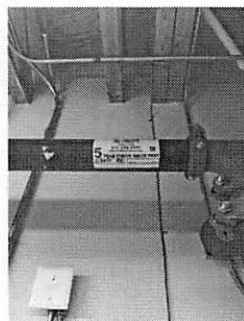
SPK- system is due for 5 year internal inspection.



NEW
Deficient
DISCOVERED
06/20/2024
10:25 AM

Description:

SPK- FDC check valve is due for 5 year internal inspection. Last performed in 2019. May need access in suite 400, 500, or 600.



Comments

WORK ACKNOWLEDGEMENT



Your Technician:
Zach Graczyk NICET# 151676, FSI0078
On site 6/20/2024 at 9:56am

From | **Fox Valley Fire & Safety**
2730 Pinnacle Drive
Elgin, IL 60124
(847) 695-5990
<https://www.foxvalleyfire.com/>
Since 1960 – Locally Based
24/7 - Service, Inspect, Test,
Repair, Install
One Company Does It All

Date of | 6/20/2024
Service
Job No. | 35224839
Type | Inspection
PO No.

Job For | **ROYAL BLVD CONDO
ASSOCIATION**
2350 ROYAL BLVD STE 100
ELGIN, IL 60123

Services completed

SPRINKLER INSPECTION - Annual

1 RISER, 1 WF, 3 TS ST00724915

FIRE PUMP - INSPECTION ST00685729

Parts, labor and items used

		QTY
Other	SPRINKLER INSPECTION- ANNUAL	1
Other	FIRE PUMP	1
Other	FIRE PUMP	1

Files and Photos

INSPECTION REPORT
DATE: 6/20/2024
TIME: 9:56 AM
LOCATION: 2350 ROYAL BLVD STE 100, ELGIN, IL 60123
CLIENT: ROYAL BLVD CONDO ASSOCIATION
INSPECTOR: ZACH GRACZYK
FIRE PUMP: ST00685729
SPRINKLER: ST00724915
TEST RESULTS: PASS
REMARKS: ALL EQUIPMENT OPERATING NORMALLY. NO DEFICIENCIES NOTED.

Deficiencies

Sprinkler Supervisory Device

Visual Inspection only performed this date

[illegible]

35224839

06/20/2024



Water Flow/Alarm Inventory List

Visual Inspection only performed this date	Visual Inspection and Functional Test only performed this date

[illegible]

Devices Inspected on 06/20/2024 12:45pm CD.



Tamper Switch Inventory Sheet

Visual Inspection only performed this date

[illegible]

Devices Inspected on 06/20/2024 12:45pm



Wet Riser Systems

Riser Information & Inspection

Riser Room	Steel	4"
Area/Location	Type of Pipe	Size
Visual inspection of riser and components acceptable?	PASS	
Riser Electric Bell in good condition and functional, if applicable?	PASS	Type of Bell: 6" 120V INT
Hydraulic Data Plate present and legible, if applicable?	PASS	

Riser Main Drain Test

60	45	60	3	PASS
Static Pressure	Residual Pressure	Static Pressure	Return Time (sec)	Drain test Acceptable

Wet Riser Systems

Riser Information & Inspection

Area/Location	Type of Pipe	Size
Visual inspection of riser and components acceptable?		
Riser Electric Bell in good condition and functional, if applicable?		Type of Bell: _____
Hydraulic Data Plate present and legible, if applicable?		

Riser Main Drain Test

Static Pressure	Residual Pressure	Static Pressure	Return Time (sec)	Drain test Acceptable
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Wet Riser Systems

Riser Information & Inspection

Area/Location	Type of Pipe	Size
Visual inspection of riser and components acceptable?		
Riser Electric Bell in good condition and functional, if applicable?		Type of Bell: _____
Hydraulic Data Plate present and legible, if applicable?		

Riser Main Drain Test

Static Pressure	Residual Pressure	Static Pressure	Return Time (sec)	Drain test Acceptable
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Service order number: 35224839



The following was noted during our inspection: **Please see Workacknowledgement.**
Contact our office if you need a copy 847-695-5990

Fire Department Connection

[illegible]

- | | | |
|-----|---|--|
| YES | - | Fire Department Connection are visible and accessible |
| YES | - | Couplings or swivel are not damaged and rotate smoothly |
| YES | - | Plugs or caps are in place and undamaged |
| YES | - | Gaskets are in place |
| YES | - | Identification signs are in place |
| YES | - | Check valve not leaking |
| YES | - | Automatic drain valve is in place and operating properly |
| YES | - | Fire department connection clapper(s) is in place and operating properly |
| YES | - | Interior of connection is inspected for obstruction |
| YES | - | Visible piping supplying the fire department connection is undamaged |

Technician: Zach Graczyk NICET# 151676, FSI0078, Adrian Skrijelj

Date: 06/20/2024 12:45pm CD

The following was noted during our inspection: ***Please see Work-acknowledgement.***

Contact our office if you need a copy 847-695-5990

Service order number: 35224839



FIRE SPRINKLER SYSTEM INSPECTION AND TESTING

General Information

Entire sprinkler system in service: YES Building fully sprinkled: YES Building adequately heated: YES
18" clearance on all heads from ceiling level: YES Sprinkler system modified since last inspection: NO
Proper spare heads and wrench present YES

Valves

Supervision method: ☐ None ☐ Sealed ☐ Locked ☒ Tamper switch Valves identified with signs: YES

Pumps

Pump type: ☐ Diesel ☐ Electric ☐ Steam ☒ None GPM: _____ GPM: _____
Pump in good condition: - GPM: _____ GPM: _____
Test performed with pump activated: GPM: _____ GPM: _____

Inspection and Tests

Main Drain Test: Main drain opened and allowed to flow to stabilize: PASS Main drain closed slowly: PASS

Wet Pipe Systems: Water flow alarms tested by opening the Inspector's test valve: YES

Hydraulic Name Plate (5.2.5)

Name plate is legible and securely attached to riser: YES System Design: _____ Hydraulically Calculated

General Condition (5.2.1, 5.2.2, 5.2.3)

Sprinklers, sprinkler piping, pipe hangers and seismic braces in good condition: PASS

Freezing (4.1.2) Exterior wall opening will not expose sprinkler piping to freezing temperatures: PASS

Maintain Valves (13.3.3.1, 13.3.4.1) Each valve maintained, exercised and lubricated properly: YES

Pressure gauges must be calibrated or replaced every (5) years. (13.2.7.2)

Last calibrated or replaced: 2023

Sample of fast response sprinklers tested every (20) years. (13.2.7.2)

Last sample taken: NA

Fast Response Sprinklers Head Date NA

Sample of standard response sprinkler tested every (50) years. (5.3.1.1.1)

Last sample taken: NA

Standard Response Sprinkler Head Date 2001

Sample of dry heads tested every (10) years. (5.3.1.1.1.6)

Last sample taken: NA

Dry Pendent Sprinkler Head Date NA

Last UL test for dry harsh environment-5 Year - under Dry UL Test Fast (5.3.1.1.2)

Last sample taken: NA

Dry Pendent Sprinkler Head Date NA

Standpipes tested every (5) years. (6.3.11)

☐ Wet Standpipe _____ Qty

Last Flow Test: NA

☐ Dry Standpipe _____ Qty

Last Hydro Test: NA

Obstruction tested performed every (5) years. (14.2, 14.3)

Last tested: 11/27/2019

Internal inspection of Fire Department Check Valve performed every (5) years. (13.4.2)

Last tested: 11/2019

Hydro test of Fire Department Connection piping performed every (5) years. (13.8.5)

Last test: Due

Service order number: 35224839



2019



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

SPRINKLER INSPECTION AND TESTING

Date: 06/20/2024 12:45pm CDT

Inspection Frequency: ANNUAL INSPECTION

Property Information

Name of Property: ROYAL BLVD CONDO ASSOCIATION

Address: 2350 ROYAL BLVD STE 100

City: ELGIN State: IL Zip code: 60123

Contact: JONATHAN SWINDLE Phone: _____

Email: jswindle@wavelandprop.com

Equipment Tested per NFPA 25 2017 Edition

Description	Quantity	Tested
Wet Systems	1	1
Dry Systems	0	0
Water Flow	1	1
Tamper Switches	3	3
Low Air Supervisory	0	0
Pressure Switch	0	0
FDC	1	1
Bells	2	2

Sprinkler Technician

Printed name: Zach Graczyk NICET# 151676, FSI0078, Adrian Skrijelj

* The following was noted during our inspection:

☐ No Deficiencies Found ☒ Deficiencies Found, Refer to Work-acknowledgment

* **Please Review the Work-Acknowledgment for Details**

* If discrepancies were noted on your work-acknowledgment please contact your customer service representative at 847-695-5990 immediately to schedule repairs.

Service order number: 35224839

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