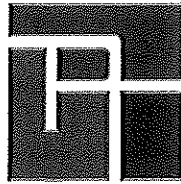


Protection



Technologies

Service Agreement Proposal

PURCHASER: Sauk Co Health Care Center		PROJECT: Sauk Co Health Care Center	
1051 Clark St		1051 Clark St	
Reedsburg, WI 53959		Reedsburg, WI 53959	
PROPOSAL: SA 11142	DATE: 1-8-20	SYSTEM: Fire Alarm Service	PAGE 1 OF 6

Protection Technologies, Inc., is pleased to provide this price quotation to furnish materials and technical labor for a Protection Technologies Fire Alarm Service Agreement for the Fire alarm system at Sauk County Health Care Center 1051 Clark Street Reedsburg, WI 53959.

The Fire Alarm Service Agreement provides complete system inspection and testing service, device testing and detector cleaning service as described below. All work shall be performed by factory trained and certified technicians under the supervision of a NICET certified Project Manager. Work shall be scheduled in cooperation with your maintenance staff. We will train your staff in the operation and maintenance of the system as part of this service agreement.

Specifically, this proposal includes the following materials and labor:

- **One scheduled service visit for system inspection, testing and preventative maintenance** (including in-room smoke alarms) in accordance with state and local codes, NFPA guidelines and manufacturers recommendations. This work includes all service materials and labor.
- **Detector cleaning**, (determined by system reports), **system preventative maintenance**, including all cleaning materials.
- **available 24 Hour 7 Day Emergency Repair Service**, holidays included, at discounted rates
- **Repair Materials and Labor** at discounted rates
- **4 Hour Response** to service calls.
- **Complete Documentation and PTI Service Logbook**, containing test schedules, test documentation, service orders, problem log and sections for manuals and user notes.
- **Maintenance of Record Documentation** for State and local inspectors
- **Identification of all initiation, control and signaling devices** using bar code scanning software and access to test and inspection reports for your staff online
- **Operator refresher training** to familiarize new hires and/or existing staff with system changes. Training may be scheduled during service visits.
- **Reduced prices for labor and materials** beyond the scope of this Service Agreement.
Labor discount = 30%, materials = 25% from user list.
- **Reduced Rates for Monitor Service**
- Service Agreement effective dates:
- **Monitor Service Agreement Rate of \$300 per year per account, \$360 per year without Service Agreement in place** (Separate Monitor Service Contract required).
- **Service Agreement effective dates: February 1, 2020 through January 31, 2021**

Notes:

1. This proposal includes all freight and delivery.
2. Purchaser shall provide unrestricted access to all areas and any lift equipment, with operator as necessary, to service devices not reachable by 8' ladder.
3. **WI tax is NOT included.**

Protection Technologies, Inc., proposes to furnish the above, SUBJECT TO THE TERMS AND CONDITIONS APPEARING HERE AND ON THE ATTACHED PAGES, for the sum of **\$3,720 (Three Thousand Seven Hundred Twenty) Dollars annually**

Payment to be made as follows: **\$3,720.00 billed in advance, net 30 days**

THIS PROPOSAL DOES NOT INCLUDE INSTALLATION, INSTALLATION MATERIAL OR ANY LABOR OR SERVICES UNLESS SPECIFIED ABOVE. Any alteration or deviation from the above involving additional costs will be performed only following acceptance by Protection Technologies, Inc., of Purchaser's written order and will become an additional cost of Purchaser at Protection Technologies, Inc., then current charges therefor. This proposal may be withdrawn by Protection Technologies, Inc., if not accepted within 30 days from the date shown above.

Protection Technologies, Inc.,

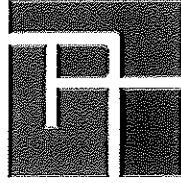
By: Jodi Lange *Jodi Lange* Title: Office Administrator

ACCEPTANCE OF PROPOSAL - the prices, specifications, terms and conditions contained herein, are hereby accepted. Protection Technologies, Inc., is authorized to do the work as specified. Payment will be made as set forth above.

Purchaser: Sauk County Health Care Center Date: 1-16-2020 Purchase Order #: _____

By: Lori L. Blicke *Lori L. Blicke* Title: Interim Admin.
(Authorized Signature)

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FIRE ALARM SYSTEM

System Address:

Contact Person/Telephone:

Billing Address:

Contact Person/Telephone:

Service Schedule

Inspection, Test & Detector Cleaning	J	F	M	A	M	J	J	A	S	O	N	D
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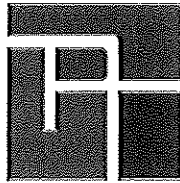
Other Important Telephone Numbers:

Contact Person/Telephone:

Contact Person/Telephone:

Contact Person/Telephone:

Protection



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FIRE ALARM SYSTEM INSPECTION AND TEST REPORT

√=Passed X=Failed, explain below (shading indicates scheduled PTI inspection/test)

PROTECTION TECHNOLOGIES, INC.	J	F	M	A	M	J	J	A	S	O	N	D
Fire Alarm Network Panels Normal												
FACP Lamp Test												
Remote Annunciator Lamp Test												
Battery Voltage Test/Power Supply Test												
Test Aux Relay Functions												
Digital Communicator Test												
FACP Switch Test												
Clean Enclosures												
Test Elevator Recall												
Test AHU Shutdown												
Test Doorholder Release												
Test System Printer												
Inspect and Test Manual Stations												
Inspect and Test Smoke/Duct Smoke Detectors												
Measure Detector Sensitivity												
Inspect and Test Thermal Detectors												
Clean Smoke Detectors, as needed												
Inspect and Test Signals												
Test Sprinkler Tamper Switches												
RETURN ALL TO NORMAL												

Notes:

PTI Technician:

Date:

Owner Representative:

A. Applicable to Systems and Service

1. Customer responsibilities

Customer agrees:

- a. to provide free and reasonable access to the equipment and facilities.
- b. to provide necessary equipment to reach equipment located above normal working heights
- c. to provide necessary electrical power and service
- d. In the event of an emergency or system failure, to take reasonable safety precautions to protect life and property during the period of time that Protection Technologies is first notified of such emergency or failure and the time that Protection Technologies notifies Customer that the system has been returned to operation and the emergency or failure corrected.
- e. to provide Protection Technologies timely notification of system failures.

2. Protection Technologies responsibilities

Protection Technologies will perform the services indicated on the Agreement in an effort to keep the system in a good operating order.

3. Term of Agreement

The term of this Agreement shall be for a period as shown on the face of the Agreement following acceptance of this Agreement by Protection Technologies. If executed during the first 15 days of the month, the Agreement period shall begin on the first day of that month. If executed thereafter the Agreement period shall begin on the first day of the following month and continue for one (1) year from that date. Thereafter, the Agreement shall be renewed annually for additional term of one (1) year each at the prices and under the terms and conditions set forth in this Agreement, unless cancelled as set forth below.

As required by Section 134.49 of the Wisconsin Statutes, the following disclosures are being provided to Customer. Customer understands and agrees as follows:

- This Agreement will be automatically renewed or extended for additional terms unless the Customer declines renewal or extension.
- Each automatic renewal or extension will result in the Agreement being extended by an additional period of One (1) year. The price for each additional term will increase by up to five percent (5%) over the price for the prior period, as set forth in Section 4 below.
- If Customer wishes to decline the automatic renewal or extension, at least thirty (30) days before the end of the then-current term, Customer must provide Protection Technologies with written notice of Customer's election not to renew or extend the Agreement. This notice will be effective if sent by email to Protection Technologies (jodi.lange@protection-technologies.com), by facsimile, or by registered or certified mail.

Customer Initials

4. Prices

The price for the service agreement is stated on the Proposal for same (reverse side). For each subsequent renewal period the price shall be subject to annual increases equal to the change in Consumer Price Index from the prior year, with a maximum increase of 5%. Additional price adjustments may be made due to system additions, deletions, or other alterations made to the system.

5. Payments

Payment terms are net cash due upon receipt of invoice, unless specified otherwise on the Proposal. Where open credit is issued by Protection Technologies, the terms are thirty (30) days from receipt of invoice. Invoices shall be issued prior to the start and renewal dates of the Agreement. Customer agrees to pay such invoices in accordance with the terms and conditions of this paragraph regardless of service delivery schedule.

Customer agrees to pay all taxes including state and local taxes levied or based on the service charges pursuant to this Agreement.

Payments made hereunder are not refundable once this Agreement is in effect.

If Protection Technologies deems it necessary to take legal action against Customer to collect amounts due and owing under this Agreement, Customer shall pay the costs incurred by Protection Technologies in taking such action, including but not limited to reasonable attorneys fees and court costs.

6. Cancellation of Agreement

After the commencement date, Customer shall have the right to cancel this Agreement only at the end of the term by providing written notice to Protection Technologies at least thirty (30) days prior to the end of the then-current term.

7. Peripheral Devices

All system components purchased from Protection Technologies shall be subject to the terms and conditions of the Agreement. Breach of this Agreement will result if any peripheral device is attached to the system, which in the sole discretion of Protection Technologies, interferes with the proper operation of the system, and the Customer does not remove or replace (with a component acceptable to Protection Technologies) such component upon written notice from Protection Technologies.

B. Description of Service Agreement

1. Terms

a. Protection Technologies will clean detectors and test detector sensitivity using manufacturers approved methods. This service will be performed to meet the requirements of NFPA and local authorities. All detectors requiring cleaning will be cleaned at least once annually. Protection Technologies shall have the sole discretion to determine detector serviceability. Owner may purchase replacement parts from Protection Technologies to have them included in the Agreement.

b. Service does not include:

1. repair of damage from any cause other than ordinary use, including, but not limited to, acts of God including, by way of example, damage caused by lightning and/or induced transients, earthquake, floods and vandalism.
2. battery replacement.
3. additional labor or materials required to correct damage by neglect or excessive contamination.
4. replacement of or service on Owner furnished computers, printers and similar peripherals, including software.
5. replacement of or service on computers furnished under a separate contract. These may have transferrable warranties.
6. painting or refinishing of the equipment enclosures and surrounding areas.
7. repair and maintenance of water flow switches, tamper switches, sprinkler heads, and other related sprinkler controls.
8. recharge of Halon, FM-200 or other extinguisher containers.
9. system programming changes.

Owner requested service and materials not included in this agreement will be charged in accordance with standard Protection Technologies rates in effect at the time, or as agreed upon with Protection Technologies.

c. Acceptance of Agreement by Protection Technologies

Service Agreement is subject to final acceptance by Protection Technologies. If, in Protection Technologies sole judgment, additional system components or corrective actions are required for acceptance, the Customer shall make such additions or corrections at its own expense and to the satisfaction of Protection Technologies.

Protection Technologies reserves the right to inspect all systems prior to Agreement renewal and may terminate the Agreement at the end of any term.

2. Warranty

OTHER THAN THE OBLIGATIONS EXPRESSLY SET FORTH HEREIN, PROTECTION TECHNOLOGIES DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PROTECTION TECHNOLOGIES SHALL NOT BE RESPONSIBLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE OR PERFORMANCE OF THE SYSTEM OR THE LOSS OF USE OF THE SYSTEM.

3. Limitation of Liability

Protection Technologies is not an insurer. The Customer will obtain any insurance it desires elsewhere. It is extremely difficult and impractical to fix the actual damages, if any, which may result from failure on the part of Protection Technologies to perform any of its obligations hereunder. Accordingly, Protection Technologies makes no warranties, either express or implied, that any services furnished under this Agreement will avert or prevent occurrences or the consequences therefrom, which the use of the system or equipment is intended to prevent. Customer does not desire this contract to provide for consequential damages to Protection Technologies. Customer agrees that Protection Technologies shall be exempt from liability for loss, damage or injury indirectly due to occurrences, or consequences therefrom, which the system is designed to detect or avert. Customer agrees that Protection Technologies shall be liable only in the event of a loss, damage to property or personal injury arising solely, directly and proximately either from the negligent performance or nonperformance of such services by Protection Technologies, and that such liability shall be limited to a sum equal to 50% of the annual service charge or \$2500, whichever is greater, as remedy. No suit or action shall be brought against Protection Technologies more than one year after the accrual of the cause of action therefor; all causes of action shall accrue upon the date the negligent performance or nonperformance of such services by Protection Technologies allegedly occurred. Customer may obtain an expansion of this limitation of liability, if desired, by payment, pursuant to written agreement, of an increased annual rate, which shall be negotiated between the parties upon the request of the Customer in writing. In the event that any person not a party to this Agreement shall make any claim or file any lawsuit against Protection Technologies for failure of its equipment or service in any respect, Customer agrees to indemnify and hold Protection Technologies harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and legal fees, subject to the limits of tort liability applicable to Customer provided by the laws of the State of Wisconsin.

4. Force Majeure: Protection Technologies shall not be responsible for failure to render service due to causes beyond its control including but not limited to work stoppages, fires, floods, severe weather conditions, embargo, strikes or other labor troubles, civil disobedience, riots, rebellions, acts of God and similar occurrences.