



**KOORSEN ADVANTAGE PLAN**

Date: February 26, 2015

Submitted To: Customer: Franklin Police Headquarters Address: 900 Columbia Avenue City, St, Zip: Franklin, TN 37064 Contact: Brad Wilson Ph: 615-550-8628	From: Koorsen Fire & Security 818 Fesslers Parkway Nashville, TN 37210 Scott Courtney Email: scott.courtney@koorsen.com Phone: 615-521-1425
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The period covered by this Agreement will be 2 year(s) and will begin on the Date of the First Inspection.

Service Location (if Different From Above)

*2 OK 02/11/2017*

Billing: Annually

Koorsen Fire & Security is committed to providing you the best service and solutions to safeguard your facility and occupants from fire hazards and security concerns. Koorsen has been an industry leader since 1946 and will continue its strong tradition as one of the top fire and life safety providers. We appreciate the opportunity to provide the professional fire protection products and services your company demands and trusts.

The following services are included in this agreement as indicated by an "X" and as described on the attached pages.

SERVICE	LEVEL	ANNUAL FEE	ACCEPTED
<input type="checkbox"/> FIRE EXTINGUISHERS			_____
<input type="checkbox"/> FIRE HOSE			_____
<input type="checkbox"/> EMERGENCY & EXIT LIGHTS			_____
<input checked="" type="checkbox"/> FIRE ALARM & DETECTION SYSTEMS	Test & Inspect	\$3,188.00	_____
<input type="checkbox"/> FIRE SPRINKLER & BACKFLOW SYSTEMS			_____
<input type="checkbox"/> FIRE PUMP			_____
<input type="checkbox"/> KITCHEN FIRE SUPPRESSION SYSTEM			_____
<input type="checkbox"/> INDUSTRIAL DRY CHEMICAL SYSTEM			_____
<input type="checkbox"/> FIRE SUPPRESSION SYSTEMS			_____
<input type="checkbox"/> VIDEO SURVEILLANCE SYSTEMS			_____
<input type="checkbox"/> ACCESS CONTROL SYSTEMS			_____
<input type="checkbox"/> MANAGED ACCESS SERVICES			_____
<input type="checkbox"/> SECURITY SYSTEMS			_____

Fee: (Total annual fee for all services checked above) : **\$3,188.00**

Note: Sales Tax, if applicable, is NOT included in the price above.

Billing: An invoice for the total annual fee will be sent upon signed acceptance of this agreement or billed as indicated above.

The following are additional systems that Koorsen Fire & Security offers complete design, engineering, and installation services:

<b>Fire Alarm</b>	<b>Security</b>	<b>Communications</b>
Fire Suppression	Commercial & Residential	Emergency Communications Systems
Inergen	CCTV	Mass Notifications
NOVEC 1230	Card Access	Nurse Call
FM-200		Pro Audio Sound
CO2 - Low & High Pressure		School Communications
Dry Chemical		Structured Cabling



**KOORSEN ADVANTAGE PLAN: Test & Inspect**  
**Fire Alarm & Detection System Service**

Number of Inspections: 1

Month Inspection Is Due: November

The "Koorsen Advantage Plan-Test & Inspect" includes the following:

Inspection Only (parts and repair labor, if necessary, will be invoiced separately)

If checked, we have included sensitivity testing in the agreement price.  
Smoke detector sensitivity test is required every 2 years. This test is due in: 2016  
Sensitivity Testing will be invoiced separately at a per detector rate of: \$10.00

If checked, see "Addendum" for additional information or clarifications.

**Covered Equipment Counts:**

307	Smoke Detectors	1	Control Panels	3	Annunciators
9	Heat Detectors	0	Remote Panels	0	Fire Pump Monitoring Points
6	Duct Detectors	2	Remote Power Supplies	0	Printers
23	Pull Stations	0	Fireman's Phone Jacks	18	Other Supervisory Devices
0	Flame Detectors	0	Fireman's Phones	18	Other Alarm Devices
24	Waterflow Monitor Module	24	Tamper Monitor Module	192	Notification Devices

**Our inspection will include, if applicable, the following:**

- ✓ Perform sensitivity test every 2 years.
- ✓ Check fire alarm panel to ensure that the alarm initiating devices are functioning properly.
- ✓ Verify the alarm indicating devices are functioning properly.
- ✓ Verify that the supervisory/trouble signal initiating devices are functioning properly.
- ✓ Verify system primary and auxiliary power supplies including battery back ups are sufficient.
- ✓ Functionally test detectors with test smoke.
- ✓ Pull every pull station and check their accessibility.
- ✓ If the facility has a remote annunciator, verify that the points being monitored are correct.
- ✓ If the system is monitored, verify the signal reached the monitoring company.

# Koorsen<sup>®</sup> FIRE & SECURITY

## Term, Renewal, Expiration, Initial Deficiencies, Returned Merchandise & Conditions:

Prices per this quotation are in effect for 30 days from the date of this quote. This Agreement, following the initial term, shall automatically renew for a period equal to the initial term unless Customer provides notice of termination at least sixty (60) days before the expiration of the initial term or any renewal. If Customer terminates the Agreement without the required notice, Customer agrees to pay fifty (50) percent of the most recent annual fee or liquidated damages. Koorsen may terminate this Agreement at any time upon thirty (30) days written notice.

Customer agrees that at the time of any renewal of this Agreement, Koorsen may increase the annual fee for the renewal thereof. Customer agrees to pay the full amount of such increase, which does not exceed a 5% increase over the previous annual fee. In the event Koorsen increases the annual fee by an amount greater than 5%, Customer may terminate the Agreement upon written notice to Koorsen within fifteen (15) days of notification of such increase. No returned merchandise accepted for credit unless authorized. All claims must be made within 5 days of invoice.

Any deficiencies or failed components or deficiencies requiring maintenance or replacement discovered during the initial inspection are not covered by this Agreement and will be an extra charge to correct. Once corrected, these items will be covered per the Agreement.

**THE ATTACHED CONDITIONS ARE INCORPORATED IN THIS AGREEMENT. PLEASE READ CAREFULLY. KOORSEN IS NOT AN INSURER. OUR MAXIMUM LIABILITY IS LIMITED TO THE GREATER OF 10% OF THE ANNUAL SERVICE CHARGE OR \$500.00. USER ACKNOWLEDGES RECEIPT OF COPY AND THAT HE HAS READ AND UNDERSTANDS THE CONDITIONS OF THE AGREEMENT.**

It is understood that Koorsen Fire & Security, Inc. (KFS) is not an insurer, that it shall specifically be the obligation of customer to purchase any insurance which customer shall be exempt from liability for loss, damage or injury due directly or indirectly to occurrences or consequences thereof from which the Product Service is designed to detect or avert, and to identify KFS as an additional insured on such insurance policy.

The amounts payable to KFS hereinafter are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of the customer's property or property of others located in customer's premises. KFS makes no guaranty or warranty which extends beyond the description on the face hereof, including any implied warranty of merchantability or fitness, that the Product or Services supplied will avert or prevent occurrences or the consequences thereof from which the Product or Services is designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of KFS to perform any of its obligations hereunder. The customer does not desire this contract to provide for full liability of KFS and agrees that KFS shall be exempt from liability for loss, damage or injury due directly or indirectly to occurrences or consequences thereof from which the Product or Service is designed to detect or avert. That if KFS should be found liable for loss, damage or injury due to a failure of service or equipment in any respect, its liability shall be limited to a sum equal to 10% of the annual service charge, or \$500, whichever is greater, as the agreed upon damages and not as a penalty, as the exclusive remedy, and that the provisions of this paragraph shall apply if loss, damage or injury, irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligation imposed by this contract or from negligence, active or otherwise, of KFS, its agents or employees. No suit or action shall be brought against KFS more than one (1) year after the accrual of the cause of action hereof. In the event any person not a party to this agreement shall make any claim or file any lawsuit against KFS for failure of its equipment or service in any respect, customer agrees to indemnify and hold KFS harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorney's fees.

So far as it is permitted by customer's property insurance coverage, customer hereby releases, discharges and agrees to hold KFS harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the customer's premises whether said claims are made by customer, his agents, or insurance company or other parties claiming under or through customer. Customer agrees to indemnify KFS against and defend and hold KFS harmless from any action for subrogation which may be brought against KFS by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney's fees.

It is further agreed that the limitations on liability and the obligations of the customer, expressed herein, shall inure to the benefit of and apply to all parent, subsidiary and affiliated KFS companies as well as to any company which KFS may contract with to provide any of the services set forth herein. If this agreement provides for a direct connection to a municipal police or fire department or other organization, that department, or other organization may invoke the provisions hereof against any claims by the customer due to any failure of such department or organization.

### General

This agreement is the only agreement between Koorsen Fire & Security and the undersigned customer and supercedes all previous agreements with respect to its subject matter. This agreement may not be modified except in writing and signed by both parties.

### Service Availability, Accessibility, and Covered Equipment

Routine inspections if required will be performed between 8:00 a.m. and 5:00 p.m. Monday through Friday. In the event the customer requests service at other times or Saturdays, Sundays or holidays, the customer agrees to pay additional charges, unless covered by agreement.

If access to locked or restricted areas is required to provide the services covered by this Agreement, Customer agrees to provide KFS a key or escort. Customer acknowledges that failure to provide these may cause KFS additional time and expense to perform the services. KFS reserves the right to add additional fees to the agreement in this case.

If this agreement includes Managed Access Control Services, the Customer must provide a connection to the Internet for the system.

If Koorsen is required to provide a lift to perform this agreement, there will be an additional charge, unless covered by this agreement.

This agreement is based upon the device counts listed. KFS reserves the right to add additional fees if the actual device counts are in excess of the contracted amount.

### Exclusions

Koorsen Fire & Security will not be responsible for repair or damage caused by: (a) Unauthorized modifications or attachments, (b) Misuse or external causes such as accident or disaster, which shall include, but not be limited to fire, water, wind and lightning, neglect, interruptions in the building's main electrical service or alterations of equipment. You understand that a servicing agency may reserve the right to decline service if equipment is improperly installed by others, has been tampered with by unqualified personnel, is inadequate for purpose intended, or if contrary to fire prevention regulations.

Unless specifically stated as covered/included in this agreement, the labor and agent required to re-charge a system or device is not included.

For repair of any sprinkler system, it is customer's responsibility to show KFS all drain valves, including those hidden above the ceiling or in a wall. KFS will not be responsible for water damage caused from any undischarged drain valve, whether or not it was known to customer. Customer is responsible for draining all low points following a Koorsen's inspection for all dry sprinkler systems.

### Agreement Termination Penalty

Customer acknowledges that the contract option provides a discounted rate and that early termination of the agreement will result in financial damage to KFS. In the event of early termination by Customer, Customer shall be liable to KFS for a termination penalty of one year's annual fee. Early termination shall mean any act of Customer which effectively ends the agreement. Customer shall be liable to KFS for any and all costs and expenses, including actual attorney fees, associated with the collection of the termination penalty if necessary.

### Performance Guidance

If KFS does not perform services to the satisfaction of the Customer, the Customer may elect to terminate the agreement at any time. To terminate the agreement, the Customer must give KFS 30 days written notice and an opportunity to correct any deficiencies. If after 30 days, the Customer and KFS agree that the problems cannot be resolved, the agreement is terminated without penalty to either party.

Koorsen Fire & Security

By: *[Signature]*

Customer's Acceptance

By: *[Signature]*

Signature

By: *[Signature]*

Printed

*[Signature]*  
Territory Account Manager

*[Signature]*  
City Administrator

Date  
1/2/17

Date  
1-12-2017

Approved as to form by:

*[Signature]*  
Bethany A. Flewer  
Attorney for City of Franklin