



FIRETROL Protection Systems

MONITORING SYSTEM AGREEMENT

Date: September 16, 2022

AGREEMENT between FIRETROL PROTECTION SYSTEMS, INC. (Contractor), a Utah corporation, and the following described customer (Customer):

Customer:

Name: Williamson County Parks & Recreation

Billing Address:

219 Perry Mayfield Blvd.
Leander, TX 78641

Premises:

Name: Williamson County Parks & Recreation

Address 219 Perry Mayfield Blvd.
Leander, TX 78641

Phone: (512)943-1926

Contact: Bonita Bonner

<bbonner@wilco.org>

Systems and Services: Customer hereby requests Contractor to install and provide the following alarm system and/or services at the address specified (the Premises). The system to be installed (the System), U.L. Listed Monitoring Services to be provided (the Services) and the Monitoring Equipment Maintenance (the Maintenance) are more fully described in the following Schedules and Contractor agrees to do so based on the terms and conditions and charges of this Agreement as specified below:

SYSTEM EQUIPMENT:

☒ Fire Alarm Monitoring Equipment\$420.00

Description: Two POTS Lines

☐ Fire Sprinkler Monitoring Equipment

Description: _____

☐ Elevator Monitoring Equipment

Description: _____

<u>U.L. Listed Monitoring Service</u>		<u>Quantity</u>	<u>Contract Length</u>			
<input checked="" type="checkbox"/>	Fire Alarm Monitoring Service	1	@ 12 Months	\$35.00	Auto Renewal	\$420.00
<input type="checkbox"/>	Fire Sprinkler Monitoring Service		@ 12 Months			
<input type="checkbox"/>	Elevator Monitoring Service		@ 12 Months			
<input type="checkbox"/>	Security Monitoring Service		@ 12 Months			



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Payment for Service: Customer agrees to pay Contractor annually for on-going monitoring payable annually and continuing for **12 months** which is the term of this Agreement as indicated above. [REDACTED]

monitors Account [REDACTED]

Renewal Terms and Expiration: This Agreement shall remain in force for an initial term of **12 months** from the date the System is installed and becomes operative, or the date of execution of this Agreement, whichever is later. It shall be automatically renewed for consecutive terms of one year, for up to five years, unless one party gives written notice to the other at least 30 days prior to the end of the then current term of its intent to allow this Agreement to expire at the end of such term.

Billings and Payment Terms:

☒ **Annual Payments:** Invoices will be sent to the customer at the address indicated above for monthly service on an annual basis.

ADDITIONAL TERMS AND CONDITIONS:

- No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.
- Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the Customer's rights.
- Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, Customer will only be liable for its pro rata share of services rendered and goods actually received.
- Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
- Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
- Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- Right to Audit: Contractor agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Contractor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that Customer shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Contractor reasonable advance notice of intended audits.



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1. Limitation of Contractor's Liability. It is understood that Contractor is not an insurer, that insurance, if any, is to be obtained by Customer independent of Contractor and this Agreement; and that the amounts payable to Contractor hereunder are based upon the value of the System and the Services and upon the scope of liability as herein set forth and are unrelated to the value of Customer's property or the property of others located at Customer's Premises. Contractor can give no assurance and makes no guarantee or warranty, including any implied warranty of merchantability or fitness for a particular purpose, that the System or Services supplied will avert or prevent burglary, fire, or other occurrences, or their related consequences, that the System or Services are designed to detect. It is impractical and extremely difficult to fix the actual damages, if any, that may proximately result from failure on the part of Contractor to perform any of its obligations hereunder. Customer does not desire this Agreement to provide for full liability of Contractor and agrees that Contractor shall be exempt from liability for loss, damage, or injury due directly or indirectly to occurrences, or their related consequences, that the System or Services are designed to detect; that if Contractor 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 charge for Services provided to the Premises or \$250.00 (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 regardless of cause or origin, results directly or indirectly to person or property from the performance or nonperformance of obligations imposed by this Agreement or from negligence, active or otherwise, of Contractor, its agents or employees. No suit or action shall be brought against Contractor more than one year after the accrual of the cause of action therefor. It is further agreed that the limitations of liability expressed herein shall inure to the benefit of and apply to all shareholders, parents, and subsidiaries of Contractor and all other companies or persons affiliated with Contractor hereunder by assignment. 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 Customer due to any failure of such department or organization.

IF CUSTOMER WISHES CONTRACTOR TO ASSUME A GREATER LIABILITY HEREUNDER THAN SPECIFIED ABOVE, CUSTOMER SHALL NOTIFY CONTRACTOR OF THAT FACT AND CONTRACTOR SHALL AMEND THIS AGREEMENT BY ATTACHING A RIDER SETTING FORTH THE MAXIMUM AMOUNT OF ADDITIONAL LIABILITY ASSUMED AND THE ADDITIONAL AMOUNT PAYABLE BY CUSTOMER FOR THE ASSUMPTION BY CONTRACTOR OF SUCH GREATER MAXIMUM AMOUNT OF LIABILITY. SUCH RIDER AND ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED AS MAKING CONTRACTOR AN INSURER.

Since the parties agree that Customer retains the sole responsibility for the life and safety of all persons in the protected Premises, and for protecting against losses to his own property or the property of others in the protected Premises, Customer agrees to list Contractor as additional insured on all insurance policies in effect at the above Premises. If Customer does not so list Contractor as an additional insured, Customer shall indemnify and hold harmless Contractor, its employees and agents, from and against all claims, lawsuits, and losses, including attorney's fees, by persons not a party to this Agreement, relating to the System or Services provided under this Agreement.

2. Limited Warranty. If Customer has purchased the system from Contractor, Contractor warrants that the equipment of the System will be free from defects in material and workmanship for a period of 90 days from the date the System is placed into operation. If, during this 90-day period, any equipment proves to be defective, it will be repaired or replaced, at Contractor's sole option, free of charge. This warranty does not apply (a) to any defect caused by damage (other than damage resulting from a defect) that occurred while the System was in the possession of Customer, including damage resulting from accidents, acts of God, alteration, misuse, tampering, or abuse; (b) to defects resulting from Customer's failure to follow operating instructions properly; and (c) to problems due to electrical power or telephone service outage. If Customer calls for service under this limited warranty and upon inspection by Contractor's representative it is found that one or more of the conditions described in the clause (a) through (c) led to the inoperability or apparent inoperability of the System, a charge will be made for the service call whether or not Contractor's representative actually works on the System. Should it be necessary to make actual repairs to the System due to conditions or circumstances not covered by this limited warranty, a charge will be made for such repairs at Contractor's then applicable rates for labor and material. Warranty service will be furnished by Contractor during its normal business hours, 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, holidays excluded. THIS LIMITED EQUIPMENT WARRANTY DOES NOT APPLY TO ANY SYSTEM OR EQUIPMENT LEASED BY CUSTOMER FROM CONTRACTOR.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING CONTRACTOR'S NEGLIGENCE, SHALL BE REPAIRED OR REPLACED AS SPECIFIED ABOVE. CONTRACTOR SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY CONTRACTOR, NEGLIGENCE OF CONTRACTOR OR OTHERWISE.

3. Miscellaneous Charges and Increases in Charges. (a) Customer shall pay any federal, state, and local taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the Services provided for herein, including any increase in charges to Contractor for facilities required for transmission of signals under this Agreement.

(b) At Contractor's option, a fee may be charged for any false alarm caused by Customer or for any unnecessary service run. If either Contractor or Customer is assessed any fine or penalty by any municipality or fire or police protection district as a result of any false alarm, Customer shall pay the full amount of such fine or penalty.

(c) The monthly service charges for monitoring include telephone company line charges if required. Contractor may increase its monthly charge at any time to reflect any increase in the charges for the Customer facility covered by this Agreement. Customer shall also pay any telephone company toll charges incurred in the operation of the System.

(d) Installation charges set forth herein assume installation will be performed during Contractor's normal working hours and using its own personnel. If Customer requests this installation or any part thereof to be performed outside ordinary business hours, or if the installation must be performed by outside contractors because of Customer's requirements, the installation charge is subject to adjustment.

(e) If any governmental agency requires any changes in the System originally installed, Customer agrees to pay for the cost of any such changes.



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(f) The prices stated herein for the System and Services to be provided are based upon the number and type of components, type of service specified in the Schedule of Equipment and Service. Should Customer request or require additional equipment protection, devices or services, the final contract price will be adjusted accordingly.

4. Further Obligations of Customer. (a) Customer, at its own expense, shall supply appropriate uninterruptable AC electric power, outlets for such power, located according to Contractor's requirements, and telephone company interconnection jacks, if required.

(b) Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove or otherwise interfere with equipment installed by Contractor, nor shall Customer permit the same to be done by others. If any work is required to be performed by Contractor, by Customer's breach of the foregoing obligations, Customer will pay Contractor for such work in accordance with Contractor's then current prevailing charges for labor and material.

(c) Customer shall permit Contractor access to the premises for any reason arising out of or in connection with Contractor's rights or obligations under this Agreement.

(d) Should any part of the System be damaged by fire, water, lightning, acts of God, or any cause beyond the control of Contractor, any repairs or replacement shall be paid for by Customer, ordinary wear and tear excepted.

(e) Any claim by Customer for improper installation or a defect in the System shall be made in writing to the Contractor within 30 days after installation is completed.

(f) Customer represents and warrants the Customer is the owner of the Premises or, if not, that the owner thereof agrees and consents to the installation of the System on the Premises. Customer shall indemnify and hold Contractor harmless from and against any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from Contractor's inability to recover leased system components where Customer moves out of the Premises.

(g) For those premises where Contractor is to provide central station service or remote supervising station service, Customer warrants and agrees that all alarm valves, gate valves, tanks, pumps, compressors, inspector test connections, or other elements of the sprinkler system as now installed or to be installed, are, or will be, corrected by Customer's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with Contractor's signaling devices. Customer further agrees to furnish any necessary water through Customer's meter and at Customer's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the Premises to be protected.

(h) Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's Premises.

5. Further Obligations of Contractor; Limitations. (a) Contractor shall not be held responsible or liable for delay in installation of the System or interruption of Service due to strikes, lockouts, riots, floods, fires, lightning, acts of God, or any cause beyond the control of Contractor, including interruptions in telephone service. Contractor will not be required to supply service to Customer while any such cause continues.

(b) For those Premises where monitoring service is provided, Contractor, upon receipt of an alarm signal from Customer's Premises, shall make every reasonable effort to transmit the alarm promptly to the police or fire department having jurisdictions (except that, to avoid false alarms, Contractor retains the right, in its sole judgment, to first investigate the cause of such signal by either telephoning Customer or dispatching a representative to Customer's Premises to determine whether an emergency condition exists, warranting transmission of the signal to the police or fire department). Contractor shall also make a reasonable effort to notify Customer's designated representative by telephone of every genuine alarm received, unless instructed to do otherwise by Customer.

(c) In case of possible telephone line trouble detected by Contractor, Contractor shall contact the telephone company and request that they determine the location of the trouble, if unknown to Contractor. When the trouble has been traced to a specific Customer, Contractor will make a reasonable effort to notify Customer of his designated representative. If any service or repair to Customer's equipment becomes necessary, Contractor shall, at Customer's request, dispatch a representative to Customer's premises for the purpose of making the necessary service or repair, which service or repair will be paid for by Customer at Contractor's standard rates unless covered by maintenance services provided by Contractor hereunder. It is understood that the telephone company is not the agent of Contractor, and Contractor shall not be liable for the telephone company's negligent performance or delay in performance.

(d) For those Premises with a direct connection to the municipal police, fire department, or other agency shown, it is mutually understood and agreed that signals transmitted hereunder will be monitored in municipal police and/or fire departments or other locations, and that the personnel of such municipal police and/or fire departments or other locations are not Contractor's agent, nor does Contractor assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

(e) For those Premises where maintenance services are provided, Contractor will bear the expense of all ordinary maintenance and repair of the System due to normal wear and tear. The expense of all extraordinary maintenance and repair due to alterations in Customer's Premises, alterations of the System made at the request of Customer or made necessary by changes in Customer's Premises, damage to the Premises or to the alarm system, or to any cause beyond the control of Contractor, shall be borne by Customer. Customer agrees to furnish any necessary electric current through Customer's meter and at Customer's own expense with an outlet within 10 feet of the System control panel. It is mutually agreed that the work of installation and Contractor's periodic inspections, repairs and tests of the system shall be performed between the hours of 8:00 a.m. and 5:00 p.m., exclusive of Saturday's, Sundays, and holidays. Maintenance service will not apply to any condition to which the equipment warranty specified in paragraph 2 does not apply. Contractor's obligation relates to the maintenance solely of the specific system owned by Customer and described in this Agreement. Contractor is in no way obligated to maintain, repair, service, replace, operate, or assure the operation of any device or devices of Customer or of others not installed by Contractor. If not contracted for before the expiration of the limited warranty provided in paragraph 2, Contractor will provide maintenance service only after inspecting the System and making any necessary repairs or replacements to the System at a charge to the customer for labor and/or material at Contractor's then prevailing rates.



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6. Title to Equipment and Use of Leased Systems. Any equipment installed on Customer's premises that is leased from Contractor shall at all times remain solely the property of Contractor, and Customer agrees not to permit the attachment thereto of any equipment not furnished by Contractor. It is further understood and agreed that Contractor may remove or abandon said System, in whole or in part, upon termination of the lease by lapse of time, default of any monies due hereunder, or otherwise without any obligation to repair or redecorate any portion of the protected premises. Such removal or abandonment shall not be held to constitute a waiver of the right of Contractor to collect any unpaid charges that have accrued hereunder.

7. Termination. (a) Contractor may terminate this Agreement immediately upon written notice in the following circumstances: (i) if Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, in which case the balance of the monies due for the unexpired term of this Agreement shall become immediately due and payable; (ii) if Contractor's central station, the telephone line, wires, or Contractor's equipment at Customer's premises are destroyed or so substantially damaged that it is commercially impractical to continue service to Customer's premises; (iii) if Customer fails to follow recommendations made by Contractor for repair or replacement of defective parts of the System not covered under the limited warranty or maintenance service provided for herein, or if Customer's failure to follow operating instructions properly 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 of the system as to render continuation of service impractical; and (iv) as provided in paragraph 8 relating to assignment.

(b) Customer may terminate this Agreement, in the following circumstances: (i) immediately upon written notice, if Customer's Premises are, by any cause beyond the control of Customer, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operations at such Premises; (ii) as provided on the front page relating to expiration; or (iii) as provided on the front page relating to price increases.

(c) Should Customer default in the payment of his account, Customer shall be responsible for the payment of all fees, including reasonable attorney fees incurred by Contractor in the collection of Customer's account.

(d) Upon termination of this Agreement, Customer shall permit Contractor access to Customer's premises in order to deactivate any telephone line-signaling device.


8. Assignment. This Agreement may be assigned by Customer to any subsequent occupant of the Premises, so long as Contractor receives 30 days advance notice of such assignment, within which the assignment may be accepted or this Agreement may be terminated by Contractor in its sole discretion. No such assignment by Contractor shall relieve Customer from any liability hereunder. This Agreement may be assigned by Contractor to any successor to Contractor's business, in which case Contractor shall be relieved of all liability hereunder. Notwithstanding any assignment of this Agreement by Contractor, the limitations of Contractor's liability contained in paragraph 1 shall continue to apply to Contractor.

9. Entire Agreement. This Agreement, including the attached Schedule of Equipment and Service, constitute the entire agreement between the parties, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to the Premises covered by this Agreement. In executing this Agreement, Customer is not relying on any advice or advertisement of Contractor. Customer agrees that any representation, promise, condition, inducement, or warranty, express or implied, not included in writing in this Agreement shall not be binding upon either party, and that the terms and conditions hereof apply as printed without alteration or qualification, except as specifically modified in writing, signed by a duly authorized representative of contractor. The terms and conditions of this Agreement shall govern notwithstanding any inconsistent or additional terms and conditions of any purchase order or other document submitted by Customer. This Agreement shall not become binding on Contractor unless and until approved by a duly authorized representative of Contractor as provided below.

Customer hereby acknowledges that he has read and understands this entire Agreement, including the additional terms and conditions on the back of this page.

FIRETROL PROTECTION SYSTEMS, INC.

ACCEPTED BY:


NAME _____
Jeff Stratman

TITLE _____
Service Sales

DATE _____
September 16, 2022

Authorized
Signature of Customer _____

NAME _____

TITLE _____

DATE _____