



From | **Ryan Fireprotection, Inc.**
9740 East 148th Street
Noblesville IN 46060

Quote No. | **2042227**
Type | Preventative Maintenance
Prepared By | Will Forman
Created On | 04/02/2025
Valid Until | 05/31/2025

Quote For | **Town of McCordsville**
McCordsville Town Hall
6280 Vail Road
McCordsville IN 46055
(317) 335-3151

Description of Work

Scope:

1. Provide monitoring service for McCordsville Town Hall including the following:
 - Installation of new cell dialer.
 - Conversion of existing monitoring service to Rapid Response monitoring service.
 - Quote includes re-programming of existing panel to allow for new monitoring.
 - Test to ensure new monitoring service is running properly.
2. This includes on-going fire alarm monitoring upon the completion of the conversion. Please note pricing breakdown below.

General Conditions:

- This proposal is based on normal working hours, M-F, 7:00am-3:30pm.
- This proposal is based on access when scheduled. If additional trips are required, additional costs may apply.

Exclusions:

- Overtime, Wire Replacement
- Material
- Monitoring
- Inspections
- Additional Repairs
- Unforeseen Conditions

Services to be completed

Alarm Monitoring

One-time Fire Alarm monitoring conversion

Alarm Monitoring

On-going annual monitoring fee

Code	Parts, Labor, and Items	Quantity	Unit Price	Total
	Fire Alarm Monitoring Conversion	1	\$1,300.00	\$1,300.00
	On-Going Annual Monitoring	1	\$750.00	\$750.00
			GRAND TOTAL	\$2,050.00

Terms and Conditions

1. This initial agreement is limited to the inspection and testing of the existing fire sprinkler equipment only and does not include any maintenance, alterations, repairs, replacement of parts or any field adjustments whatsoever.
2. This Agreement will commence on the effective date and continue for an initial period of (1) one year. This Agreement will thereafter automatically renew for successive terms of (1) year(s). Either party may terminate this Agreement at the end of the (1) one year term or at the end of any subsequent (1) one year term by giving the other party ninety (90) days written notice prior to the expiration date. The inspection shall not be pro-rated if this Agreement terminated after payment has been made.
3. Ryan Fireprotection, Inc. ("RFI"), shall complete a written report after each inspection and shall promptly report all needed maintenance, repairs and replacement of parts, which in the judgment of RFI, may be needed. The report and any recommendations are only advisory in nature and are intended to assist Buyer in reducing the possibility of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested which require prompt consideration. The Report of Inspection and any other report forms or tags used, reflect the condition of the equipment at the time of the inspection only. RFI shall furnish a written report after each inspection to Buyer and does have the permission of Buyer to forward a copy of these reports to Buyers Insurance Inspection Bureau, Local Fire Department, or water purveyor, if requested. Buyer shall be responsible for distributing written report to appropriate maintenance personnel.
4. RFI may at all reasonable times enter any part of the said premises for the purpose hereof. If for any reason RFI must wait for an unreasonable amount of time on Buyer to enter parts of said premises, the Buyer shall pay RFI, as an extra to the contract amount shown above, the additional expense involved. Any cancellation of any appointment of Buyer must be made, in writing, no less than twenty-four (24) hours prior to the scheduled time of the appointment. Failure by Buyer to provide the required notice of cancellation shall result in RFI being entitled to assess a trip charge to Buyer. RFI shall also be entitled to cancel the appointment and to be paid a trip charge in the event that RFI is unable to enter Buyers premises within thirty (30) minutes after its arrival.
5. Any additional devices or equipment or adjunct added to the above premises after the date hereof shall be inspected by RFI and Buyer shall pay therefore an additional price commensurate with the usual charges made by RFI for inspecting such equipment, and a new contract shall be executed incorporating such additional equipment or adjuncts at a price to be agreed upon between RFI and Buyer.
6. Any additional work requested by Buyer, including repairs, replacement of parts or field adjustments, will be furnished at an extra charge and handled as a separate agreement. RFI will provide Buyer with an estimated price, as requested, before the additional work is performed.
7. All notices by either party to the other shall be in writing and served by mail, postage paid, directed to the other party at its mailing address herein designated, as well as electronic mail directed to the following: RFI: KRyan@RyanFP.com; Buyer: _____
8. If a party materially breaches this agreement, the other party may provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the agreement upon fifteen (15) days written notice to the other party. If RFI notifies Buyer of a material breach pursuant to this paragraph, RFI may temporarily suspend services under this agreement during the specified cure period.
9. This proposal may be withdrawn by RFI, if not accepted within thirty (30) days from the date shown above.
10. RFI may automatically adjust the price annually effective on the first invoice in each calendar year. This adjustment will be driven by the percentage change in RFI's regular time hourly labor cost. RFI's regular time hourly labor cost equals the sum of the regular time hourly labor rate plus the cost of fringe benefits and applicable taxes, without limitation welfare, retirement benefits, vacation, paid holidays, insurance, and other contributions, paid to personnel where the equipment is located.
11. If the controlling ownership or management of Buyer changes during the term of this Agreement, the new owner or manager of Buyer shall have the right to terminate this Agreement within 30 days of said change. If this Agreement is not terminated within 30 days of the change of ownership or management, then this Agreement shall automatically be deemed to be transferred and assigned to the new owner or manager.
12. Payment is due upon receipt of invoice. Ryan Fireprotection, Inc. (RFI) reserves the right to assess an interest charge of 1.5% per month or the maximum permitted by law, whichever is less, on accounts overdue. Buyer agrees to pay all taxes including state and local taxes or excise taxes however designated, levied or based on the service charges pursuant to this Agreement. If Buyer fails to pay any monies when due hereunder, or otherwise fails to perform any act or covenant herein, such failure shall constitute a default of this agreement and shall entitle RFI to terminate this agreement upon five (5) days written notice to Buyer. Upon any event of Buyers default, RFI shall be entitled to exercise all rights and pursue all remedies available under this agreement or otherwise pursuant to applicable law. Additionally, RFI shall be entitled to recover its reasonable attorneys fees and costs incurred due to Buyers default.
13. The Buyer shall furnish sufficient space on the premises for material and proper facilities for execution of the work, including watchman, water, lighting, heating, telephone, and elevator service, when available, at Buyers expense.
14. It is agreed RFI assumes no responsibility for any personal injury or property damage arising directly or indirectly out of work covered by this Agreement.
15. In recognition of the relative risks and benefits to both the Buyer and RFI, the risks have been allocated such that the Buyer agrees, to the fullest extent permitted by law, to limit the liability of RFI and RFI's officers, directors, partners, employees, shareholders, owners and sub consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys fees and costs and expert-witness fees and costs, so that the total aggregate liability of RFI and RFI's officers, directors, partners, employees, shareholders, owners and sub consultants shall not exceed \$5,000.00, or RFI's total annual fee for services rendered, whichever is lesser. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
16. Buyer agrees that all fire and safety equipment shall be maintained in accordance with the applicable NFPA Standards, Codes and Regulations, at the sole responsibility and cost of the Buyer.

17. Buyer warrants and represents that the person signing this Agreement on its behalf is fully authorized to sign on behalf of Buyer, and that Buyer shall be bound hereby.

18. Any revision, modification or alteration to these Terms and Conditions must be mutually agreed to by both parties, and must be evidenced by written notations on these Terms and Conditions that are initialed by both parties, otherwise no such revision, modification or alteration shall be valid.

19. Buyer warrants and represents that it has read and understood all of the terms set forth herein and that Buyer voluntarily agrees to be bound by this Agreement. RFI shall be under no obligation to the Buyer other than as expressed herein. The terms herein supersede any and all written and/or verbal agreements of any terms and conditions between RFI and Buyer governing the matters set forth herein

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: _____ Date: _____

Signature: _____