

Wireless Fire Alarm Monitoring & Records Building Add
Quote #008175 v1

Prepared For:
TOWN OF LIMERICK
Dottie Richard

 Limerick Municipal Building
 55 Washington St
 LIMERICK, ME 04048-

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Prepared by:
Maine Office - Fire

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Date Issued:
02.25.2021
Expires:
03.25.2021

Annual Monitoring Services		Recurring	Qty	Ext. Recurring
Monitoring AES	Wireless Monitoring Account/Subscription	\$495.00	1	\$495.00
Recurring Subtotal:				\$495.00

Hardware & Installation Services		Qty
LABOR	Installation & Technical Services This proposal covers the parts and labor below. Any permits (if required) will be added to the final invoice. Fire Panel: 1. Swap 5-Zone Board for 10-Zone Board 2. Connect/Program Zones 3. Test Cell Dialer/Vault Integration 1. Install/Program Environmental Sensors in Vault 2. Conduct Cable Run from Vault to Fire Panel using Spare Conduit and best route to panel once inside. 3. Mount Cell Dialer above Fire Panel. 4. Utilize cable for old slave dialer connection to connect to wireless panic receiver. 5. Land Cables from Panic Receiver on Zone Input on Cell Dialer (Coordinate with RS for Programming). 6. Land Temperature, Humidity, Water Sensor and Suppression System Zones on new Fire Panel Zones and program for Supervisory Condition. 7. Test	16
EA400-12	Enviroalert, Four Zone, 12 Vdc	1
HA-III+	Enviroalert Accessory, Electronic Humid Alert *F	1
TEMP-H-S	Temperature Sensor Probe, Enviroalert, High, +32	1
W-S-S	Water Detection Sensor Probe, Surface, Supervise	1

Hardware & Installation Services		Qty
ST121a	Plug-In 12Vdc, 1A O/ P W/ T&Led	1
SFP10UD	10 ZONE CONVENTIONAL FIRE CONTROL PANEL WITH DACT	1
761360	16-2 UNS SOL FPLP - Red	200
727100	18-02 UNS SOL FPLR Red Jkt	600
sp1218	12V 18AH BATTERY	2
Subtotal:		\$3,999.00

Quote Summary		Amount
Hardware & Installation Services	Total:	\$3,999.00

Recurring Expenses Summary		Amount
Annual Monitoring Services	Recurring Total:	\$495.00

Summary of Selected Payment Options		Amount
Term Options: Annual		\$495.00
Total of Recurring Payments		

Payment Terms: Net 30 Days

Acceptance

Maine Office - Fire

Paul S. Bennett

Paul Bennett

Signature / Name

02/25/2021

Date

TOWN OF LIMERICK

Dottie-Richard

Signature / Name

Job Title

Date

GILBERT S HARRIS

CHAIRMAN

3/1/21

GH
Initials

Service Agreement T&C's

Standard Service Agreement T&Cs

STANDARD AGREEMENT TERMS AND CONDITIONS

STANDARD CONTRACT: The terms and conditions within this agreement and the attached signed proposal showing Minuteman Quote #008175 constitutes the entire agreement between Minuteman and TOWN OF LIMERICK. The Minuteman Proposal Form and Alarm Monitoring Data Form (if remote monitoring is included) shall be incorporated as part of this agreement. All sales of Minuteman are expressly conditioned under the terms and conditions set forth within this agreement which are the only terms of this sale and supersede all prior negotiations, correspondence, proposals, discussions or any communications between Minuteman and the Customer. These terms may in some instances conflict with those affixed to the Customer's purchase order or other agreement. If so, such terms not in conformance with these terms are rejected by both Minuteman and the Customer and said terms shall be invalid. Minuteman's failure to object to provisions contained in any communication from the Customer shall not be deemed a waiver of these terms. Any changes of these terms must specifically be agreed to in writing and signed by the Customer and a Minuteman officer before becoming binding. Retention by the Customer of any service or products sold hereunder shall be conclusively deemed acceptance of these terms. WHERE THE TERM MINUTEMAN OR CUSTOMER IS USED WITHIN THE AGREEMENT IT APPLIES TO SUBSIDIARIES, OWNERS, PRINCIPALS, EMPLOYEES, DIRECTORS, HEIRS, AGENTS AND VOLUNTEERS FOR EITHER OR BOTH PARTIES.

TERM: This agreement term is three years and either party may cancel this agreement by notifying the other in writing within thirty (30) days prior to the effective date. Otherwise this agreement shall automatically renew itself from year to year. Minuteman shall have the right to increase the annual service charge provided herein at any time after three years of the effective date after providing notice to the customer. The costs for the services provided within this agreement will be invoiced at the time of the initial signing and at renewal time unless other arrangements are shown on the proposal.

SPECIAL DISCOUNT FOR CONTRACTED CUSTOMERS: IF THE CUSTOMER'S ACCOUNT WITH MINUTEMAN IS CURRENT (ALL INVOICES PAID WITHIN 30 DAYS) THEN MINUTEMAN WILL PROVIDE A 20% DISCOUNT OFF THE MINUTEMAN LIST PRICE FOR ANY PRODUCTS PURCHASED BY THE CUSTOMER.

CREDIT TERMS: In the event Minuteman elects to extend credit to the Customer, payment terms will be net thirty days from the date of invoice. All invoices for ongoing service will be mailed annually in advance of the period during which service is performed. The Customer agrees to pay all taxes including state or local sales or excise taxes however designated or levied. If invoices remain unpaid after thirty days, then Minuteman may discontinue all services and discounts with written notice to the customer's physical address or email address as shown on this agreement. Minuteman reserves the right to cancel, revoke, alter or amend the Customer's credit terms at any time for any reason. In the event of default by the Customer, the Customer agrees to pay any and all cost of collection, including attorney's fees whether or not a suit is filed.

LABOR RATES AND SPECIAL OFF-NORMAL HOUR RATES: Minuteman publishes regular, emergency and non-standard business hour service rates and a printed list that is subject to change without prior notice will be provided upon request.

EXTENT OF SERVICES PROVIDED: It is understood that: (1) Minuteman provides several levels of service for several types of systems and may provide quotations for several different types of service levels. The level of services and types of systems to be serviced is limited to ONLY what is included within this agreement. It is the Customer's sole responsibility to carefully review what is included within this agreement and request modifications prior to signing the agreement if it is not 100% accurate and (2) the systems being serviced by this agreement are often connected to or in some way integrated with other systems in the building. Minuteman shall not be held responsible¹ for providing services on the other interconnected or integrated systems, nor is Minuteman responsible¹ in anyway for the repairs or losses incurred as a result of the system's operation or the inability for the system to operate properly to those interconnected systems even if caused by equipment that Minuteman is servicing and (3) Minuteman shall not be held responsible¹ for operator user-error or any problems resulting from changes made to the system by those other than Minuteman. Additional charges will apply to correct those changes.

IT IS UNDERSTOOD THAT SINCE IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE DUE TO THE FAILURE OF SERVICES PROVIDED, IF THERE SHOULD ARISE ANY LIABILITY ON THE PART OF Minuteman SUCH LIABILITY SHALL BE STRICTLY LIMITED TO AN AMOUNT EQUAL TO THE THREE TIMES THE ANNUAL SERVICE CHARGE PROVIDED THROUGH THIS AGREEMENT OR \$1000.00, WHICHEVER IS GREATER. THIS SUM SHALL BE COMPLETE AND EXCLUSIVE AND SHALL BE PAID AND RECEIVED IN LIQUIDATED DAMAGES AND NOT AS A PENALTY.

Minuteman MAKES NO WARRANTY, EXPRESSED OR IMPLIED, THAT THE SERVICES FURNISHED WILL AVERT OR PREVENT DAMAGING OCCURRENCES, OR THE CONSEQUENCES THEREFROM. ACCORDINGLY THE CUSTOMER UNDERSTANDS AND AGREES THAT MINUTEMAN SHALL NOT BE HELD RESPONSIBLE¹ IN ANY MANNER WHATSOEVER FOR ANY LOSS OR DAMAGE, IRRESPECTIVE OF ORIGIN, ALLEGEDLY CAUSED BY OR ATTRIBUTED TO THE SERVICE OR INSTALLATION PERFORMED OR NOT PERFORMED BY Minuteman.

MINUTEMAN'S RESPONSIBILITIES: Minuteman will provide qualified and licensed (when required) technicians, inspectors and installers to perform the work contained within this Agreement and shall make every effort to perform the work in a timely manner. Minuteman's responsibility for damage or injury to people or property either directly or indirectly is limited to losses specifically caused by Minuteman's gross negligence. Minuteman is not responsible for damages, losses, or service failures resulting from circumstances beyond its control such as strikes, riots, fires, acts of God or any other catastrophic occurrences and will not supply the services agreed to during the interruption.

CUSTOMER'S RESPONSIBILITIES: The Customer understands and agrees that: (1) the Customer shall provide access to the equipment to be serviced and to supply suitable electrical service and (2) in the event of an emergency or any safety related system failure within the building, the Customer will immediately notify the Minuteman employees on site and provide all reasonable safety precautions to protect life and property at no cost to Minuteman. and (3) OSHA STANDARDS SHALL APPLY TO ALL WORK PERFORMED BY Minuteman AND THE CUSTOMER SHALL SUPPLY ANY SPECIAL EQUIPMENT REQUIRED TO REMAIN IN COMPLIANCE AT NO ADDITIONAL COST TO MINUTEMAN if equipment or devices are out of reasonable reach or in an unsafe location as determined by the Minuteman employee on site then those devices shall not be serviced. If requested in advance, Minuteman can provide special equipment to provide safe access at an additional cost to the Customer and (4) if it is not included as part of this Agreement then it is the Customer's sole responsibility to have a qualified person responsible to inspect and maintain the premises equipment fire protection and control systems in accordance with manufacturer's recommendations and National Fire Protection Association (NFPA) codes and other nationally accepted standards. In the event that the system and (5) if the system(s) that Minuteman is servicing as part of this Agreement or any equipment or component thereof is modified, altered, moved or changed, this agreement may be immediately terminated

at Minuteman's option.

IT IS UNDERSTOOD THAT MINUTEMAN IS NOT AN INSURER OF THE CUSTOMER OR CUSTOMER'S PROPERTY AND THAT INSURANCE SHALL BE OBTAINED BY THE CUSTOMER, IF ANY IS DESIRED, AND THAT THE PAYMENTS MADE HEREUNDER TO MINUTEMAN ARE BASED SOLELY ON THE VALUE OF THE SERVICES RENDERED AND THAT THE SCOPE OF THE LIABILITY UNDERTAKEN AND SUCH PAYMENTS MADE ARE NOT RELATED TO THE VALUE OF THE SYSTEM(S) BEING SERVICED, THE BUILDING WHEREIN THE SYSTEM IS LOCATED, OR THE PERSONAL OR INTELLECTUAL PROPERTY LOCATED THEREIN.

GOVERNMENT AGENCY FINES: The customer understands and agrees that Minuteman shall not be responsible for paying or reimbursing the customer for any fines, fees, charges, or assessments imposed by any government authority or other persons in connection with false alarms, non-compliance of codes, for the loss of use of any part of the building or its contents or for the loss of use of the system being serviced that may be levied regarding the equipment being serviced.

INSPECTION STICKERS AND CERTIFICATES: The Customer understands and agrees that where inspection stickers or certifications of a properly operating system is required by law, ordinance, code or as dictated by an authority having jurisdiction that Minuteman cannot provide a sticker or certification if the system is not 100% operational and free of any conditions that may make it inoperable and that. In some locations/jurisdictions Minuteman is required by law to submit reports of any malfunctions or irregularities to the authorities having jurisdiction.

FORCE MAJEURE: Neither Minuteman, nor the Customer shall be liable for any failure or delay in the performance of any of its obligations under this agreement, with the exception of payment for work performed, if its failure or delay is due to the occurrence of a Force Majeure event that is beyond the reasonable control of a party and materially affects the performance of any of its obligations under this agreement and could not reasonably have been foreseen or provided against. Force Majeure events do not include general economic or other conditions affecting financial markets or political changes.

MUTUAL INDEMNIFICATION: Except with respect to claims arising from the Customer's or Minuteman's (either Party) separate negligence or willful acts, which shall remain that Party's personal obligation, both Minuteman and the Customer (both Parties) agree to defend, indemnify and hold harmless the other Party and its directors, officers, employees, agents and heirs with respect to any claim arising from the Party's actual or alleged act, failure to act, error, or omission in the performance of their obligations under this agreement or any governing law or regulation.

BINDING ARBITRATION / CHOICE OF LAWS: Recognizing the high costs and time involved with litigation both Minuteman and the Customer agree that any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration hearing shall take place in the State of Maine before a single arbitrator. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the state of Maine.

USE OF SUB-CONTRACTED BUSINESS PARTNERS: It is understood that not every Minuteman employee is proficient at every type of system that Minuteman services and therefore under certain circumstances and for certain systems Minuteman may use trained and qualified employee(s) working for a sub-contracted business partner to perform some or all of the work included within this Agreement.

AGREEMENT FORMAT & RESPONSIBILITY – NOTE¹: It is understood that the titles, sub-titles, separation of paragraphs and numbering schemes used in this Agreement were provided for ease of use and readability and in no way shall change the original intent of the paragraphs and sentences contained within the written Agreement or that section of the Agreement. WHERE THE TERM MINUTEMAN OR CUSTOMER IS USED WITHIN THE AGREEMENT IT APPLIES TO THE OWNERS, PRINCIPALS, EMPLOYEES, DIRECTORS, HEIRS, AGENTS

AND VOLUNTEERS FOR EITHER OR BOTH PARTIES – NOTE¹ Where the term "Minuteman shall not be held responsible" within this agreement shall further include that UNDER NO CIRCUMSTANCES SHALL MINUTEMAN BE LIABLE FOR ANY LOSS OR DAMAGE TO PROPERTY, DIRECT, INCIDENTAL OR CONSEQUENTIAL ARISING OUT OF THE USE OF OR INABILITY TO USE ANY OF THE DEVICES OR SYSTEMS THAT MINUTEMAN HAS SERVICED. FURTHERMORE, UNDER NO CIRCUMSTANCES SHALL MINUTEMAN BE LIABLE FOR ANY PERSONAL INJURY OR DEATH WHICH MAY ARISE IN THE COURSE OF, OR AS A RESULT OF, PERSONAL, COMMERCIAL OR INDUSTRIAL USE OF THE DEVICES OR SYSTEMS SERVICED BY MINUTEMAN.

Wireless Monitoring T&C's

WIRELESS MONITORING SERVICES: If Wireless Monitoring Services is listed on the Minuteman's Proposal and specifically accepted by the Customer then Minuteman will provide 24/7 monitoring services for the systems specifically listed through its contracted central station. The Customer understands and agrees that: (1) the building may have more than one system within the building and ONLY those systems specifically listed on the Minuteman Proposal and specifically accepted by the Customer will be monitored and (2) In the event a signal is received at the central station for this account from the building owner's premise control panel, the central station will make every reasonable effort to notify respective authorities and the individuals listed under Authority Numbers and the User & Contact Information provided to Minuteman by the Customer on the Alarm Monitoring Data Form and will be called at the telephone numbers provided by the Customer unless there is a reason to assume that an emergency condition does not exist and (3) The Central station may make attempts to confirm that the signal is not a false alarm before responding (does not apply to commercial fire alarm monitoring) and (4) that Minuteman's only obligation under the Monitoring Services Agreement is to monitor signals from the Customer's system(s) and respond to the signals when received.

LIMITATIONS OF MONITORING SERVICES: It is understood that the monitoring of electrical systems may be utilizing communications services provided by others that may include internet services, radio telemetry, cell phone service and/or other communications means. The customer understands and agrees that: (1) none of these communication services are infallible and that Minuteman does not represent or warrant that the transmission of signals may not be interrupted, circumvented or compromised and (2) any electronic reporting device will require local power and active communication service at both the central station and the Customer's premises. The Customer is solely responsible for providing and maintaining power and communication services at the Customer's premises and (3) all of the equipment being used to transmit and receive alarm signals must be operative for a signal to be transmitted and received by the central station and if the communication services or devices are not operative, there will not be an indication of this at the central station and no signal can be received by the central station while the systems are inoperative and (4) a failure in the customer's premises control panel and/or communicating device may also result in the inability to transmit alarm signals and (5) acts of God, terrorism, war, local or regional catastrophes, accidents, serious weather events or other emergencies may make part or all of the communicating and receiving equipment fail or may delay the ability to perform the services listed.

CUSTOMER'S RESPONSIBILITIES: It is understood that: (1) if the Customer's system is damaged to such an extent, or not functioning in such a way that false alarms are transmitted with unreasonable frequency then Minuteman may choose to suspend its obligations under this agreement until the system is repaired or the condition is corrected. If Minuteman elects to suspend its obligation, it will first attempt to notify the Customer of the suspension but may be forced to terminate services without prior notice and (2) if not

included as part of this agreement the customer is solely responsible to have a qualified person /representative to inspect and maintain the premises equipment and (3) it is the Customer's sole responsibility to maintain and supply Minuteman with accurate and up to date Site Numbers, Authority Numbers and User & Contact Information and (4) if the Customer requests a means of communications other than telephone or cell phone call for alerting them of off-normal (non-alarm) conditions then the Customer accepts all responsibility if messages are delayed or not received by the Customer's representative.

Wireless Subscription Service T&C's

With the exclusive Minuteman Wireless subscription service, Minuteman owns the Wireless subscriber and will provide all maintenance and upkeep, including battery replacement in the subscriber itself. Minuteman will replace defective or failed subscriber parts at no additional costs to the customer with currently manufactured equipment or if not currently manufactured, substitute equipment of equal or near equal functionality (may be new or used and operational) for the direct replacement of defective parts or devices. Minuteman's limited Subscription Services do not apply to those subscribers that are damaged due to misuse, abuse, negligence, exposure to adverse environmental conditions, electrical surges, acts of God or have been modified in any manner whatsoever. Minuteman shall not be required to make replacements or repairs necessitated by reason of any other cause beyond its control except ordinary wear and tear. The labor costs to replace failed subscribers or subscriber parts shall be included. It is understood that under this Agreement all subscriber service repairs will be performed during regular business hours (8AM – 5PM Monday through Friday, non- holidays). If emergency after-hours, weekends or holiday work is requested by the Customer then Minuteman. will charge the difference between the normal business hours labor rate and the rate in effect at the time the service was performed. It should be noted that some emergency service calls have minimum hours which the customer also agrees to pay. The customer further agrees that some repair service calls may be required within a specified amount of time by NFPA or local authorities having jurisdiction. Whereas Minuteman. owns the Wireless subscriber, a 30-day written notice is required for cancellation and a \$250 cancellation fee will apply if cancelled within the first two years.