

SERVICE AGREEMENT



SECURITY • LIFE SAFETY

Esscoe, LLC
570 Oakwood Road
Lake Zurich, IL 60047
(847)847-3200
(847)847-3201 FAX
ILLINOIS LIC. NO.: 127.001301

Date: Jul 8, 2024
Proposal # AEIKQ1793

City of Crest Hill
20600 City Center Boulevard
Crest Hill, IL 60403

Sales Rep: Andrew Koval

Services will be provided at the following location:
20600 City Center Boulevard
Crest Hill, IL 60403

Esscoe shall provide Services in accordance with the attached Service Agreement Terms and Conditions, Scope of Work documents and Special Provisions which form a part of this Agreement.

Annual Fee will be as indicated by the option selected below.

Period of Agreement shall begin on 07/01/24 and shall continue for the term as indicated in the options below ("Initial Term") and shall renew automatically in accordance with Section D.1. of the Terms and Conditions.

Billing Frequency: Annually

Contractual Term: 3 Years

Initial Selection:

BRONZE \$ 5,418.00

SILVER \$ N/A

GOLD \$ 7,398.00

PLATINUM \$ 9,378.00

This proposal shall remain valid for a period of thirty(30) days from the above referenced proposal date.

This proposal and the pages attached shall become an Agreement only upon signature below by Esscoe and CUSTOMER. No waiver or modification of any terms or conditions of this Agreement shall be binding on Esscoe unless made in writing and signed by an authorized representative of Esscoe.

Esscoe, LLC
570 Oakwood Road, Lake Zurich,

CUSTOMER Acceptance:

Signature: _____

Signature: _____

(Print Name): _____

(Print Name): _____

Title: _____

Title: _____

Date: _____

Date: _____

Email: _____

SERVICE AGREEMENT - EQUIPMENT LIST & SCOPE SUMMARY

QTY	DESCRIPTION
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1	Fire Alarm Inspection
1	NFPA 72
1	Fire Alarm Control Panel Annual
3	Annunciator Panel Annual
6	Battery Inspection Annual
2	NAC Panel Annual
1	Communicator Inspection Annual
82	Smoke Detector Annual
1	Duct Smoke Detector Annual
7	Heat Detector Annual
2	Waterflow Switch Annual - electronics-monitor/control only
17	Transfer Switch Annual - electronics-monitor/control only
15	Pull Station Annual
204	Audible/Visual Device Annual
2	Carbon Monoxide Detector Annual
1	Fan Shutdown - electronics-monitor/control only - Annual
1	Duct Smoke Detector Remote Test Station
1	Sprinkler Inspection
1	NFPA 25
1	Annual wet zone inspection, first zone
	Two Flow Switches
	Four Tamper Switches
1	Additional Annual Wet Zone Inspection
4	Test Two Gas Suppression Systems Semi Annual

Edwards 7 Year Extended Warranty: Exclusive to new Edwards Systems

With an active Esscoe Bronze Level Test & Inspect Subscription Agreement, Esscoe LLC is pleased to offer enrollment in the Seven (7) Year Edwards Extended Warranty Program for as long as the initial Term of this Agreement is in effect. This program covers replacement cost of the originally installed Edwards manufactured fire alarm equipment. The 7-year Warranty program can be requested within the original one (1) year Warranty date. Labor and travel charges are not included. Additional and specific terms and conditions of the 7- Year Warranty will be furnished directly to Customer by Esscoe. The extended warranty becomes effective at the finish of installation of the system and once the Customer has been accepted into the program by Edwards. Customer agrees to use Esscoe as the exclusive maintenance and repair provider during the initial term of this Agreement. Failure to do so will void the 7- Year Warranty from the manufacturer. Parts replacement is only for Edwards manufactured equipment.

Bronze Service
Life Safety System Testing, Inspection & Documentation

Scope – Esscoe will test & inspect the life safety system components listed on the attached Equipment List and Scope Summary.

Testing Frequency – Esscoe will perform testing on automatic initiating and testing of notification appliances excluding any intelligibility and Decibel level tests. Unless mechanical testing is specifically identified in the scope of work, Fire Protection/Sprinkler System Initiating Devices that are connected and supervised by the Fire Alarm system will be statically tested electrically. All testing will be completed in accordance with the applicable edition of NFPA 72 – National Fire Alarm Code. Please refer to our Special Provisions for any additional testing and inspections to be performed under this Agreement.

Inspection Reports – Esscoe will furnish a hard copy **and if the option is selected** a web based report utilizing **BuildingReports**, our state-of-the-art internet based inspection, testing, and maintenance software.

Hardware Support – Components and parts on the Equipment List and Scope Summary that have been found to be defective or have failed will be identified following each test or inspection. If the component or part is covered under a current Esscoe or factory warranty, said part or component will be replaced at no charge to CUSTOMER excluding labor. If component or part is found not to be covered under a current Esscoe or factory warranty, time and material labor or an estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing to Esscoe by an authorized representative of the CUSTOMER before proceeding with the work.

Fire Sprinkler System Testing & Inspection (Wet Type)

Scope – Esscoe will test & inspect the Wet Mechanical Type Fire Sprinkler System(s) listed on the attached Equipment List and Scope Summary.

Each call will be scheduled with a service report detailing the tasks to perform and any special tools and instrumentation required to properly maintain the system(s). Upon completion of each service call, a summary of the tasks completed will be provided to the CUSTOMER.

Testing & Inspection Frequency – Esscoe will perform (frequency and percentage as listed in scope of work) test (s) per year on the Fire Sprinkler System(s) to include Vane-Type Waterflow and (frequency and percentage as listed in scope of work) on all Water Motor Gongs, Valve Tamper Switches, Sprinkler Supervisory Switches and Waterflow Pressure Switches. Flow testing shall include the opening of each Inspector's Test Valve to activate Waterflow Alarm Devices (to include Waterflow Pressure Switches). During one of the above scheduled inspections, Esscoe personnel will visually inspect accessible sprinklers, sprinkler piping, fittings, hangers, and seismic bracing from the floor level and will perform the following:

- Check for signs of leakage, corrosion, improper loading, misalignment, or physical damage.
- Check for proper sprinkler head orientation and for any obstructions to the sprinkler spray pattern
- Check all gauges and control valves for proper operation
- Exercise all valves
- Check all hose connections and inspect Fire Department Connection during each scheduled inspection (If specifically listed in Material List)
- Check the supply of spare sprinklers including required minimum quantity of each type, proper storage and wrench types during each scheduled inspection.
- Clean the strainer (If specifically listed in Material List)
- Flush underground lead-in connections (Water mist systems only) (If specifically listed in Material List)
- Perform a Main Drain Test and record static and residual pressures (frequency and percentage as listed in scope of work)
- Test freezing point of antifreeze solutions if applicable (frequency and percentage as listed in scope of work)
- Apply inspection tag to system

All tests and inspections will be completed in accordance with the **applicable edition of NFPA 25 – Inspection, Testing and Maintenance of Water-Based Fire Protection Systems**. Please refer to Special Provisions for additional testing and inspections to be performed under this Agreement. Other required weekly, monthly, quarterly, three year, and five year inspections and tests in addition to laboratory testing of sprinkler heads are not included in this Agreement unless otherwise specified in the Special Provisions.

Inspection Reports - Esscoe will furnish a report documenting that such tests and inspections have been completed and documenting any deficiencies found which may require corrective action. If the option is chosen a web report will be provided utilizing **BuildingReports**, our state-of-the-art internet-based inspection, testing, and maintenance software certifying that tests have been completed and document any deficiencies found which may require corrective action.

Fire Sprinkler System Testing & Inspection (Wet Type) (Cont.)

Hardware Support – The components and parts on the Equipment List and Scope Summary that have been found to be defective or have failed will be identified following each test or inspection. If component or part is found not to be covered under a current Esscoe or factory warranty, an estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing to Esscoe by an authorized representative of the CUSTOMER before proceeding with the work.

Replaced components will be new and of compatible design as required to maintain CUSTOMER's system in compliance with appropriate Listing Agencies and/or Local Authorities Having Jurisdiction. At Esscoe's sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of Esscoe.

Optional Services:

Hardware Support & Predictive Maintenance – Esscoe will perform scheduled maintenance services on the Equipment covered under this Agreement and as detailed on the Equipment List and Scope Summary. Components that may be covered under this Agreement at no additional charge will be identified by line item in the Material List.

- Sprinkler Waterflow Switches, tamper switches and supervisory switches of all types (If specifically identified)
- All gauges, end caps and component identification signage (If specifically identified)
- Replace and restock spare sprinklers and wrenches as needed (If specifically identified)

Other components and parts on the Equipment List and Scope Summary that have been found to be defective or have failed will be identified following each inspection or test. If component or part is found not to be covered under a current Esscoe or factory warranty, an estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing to Esscoe by an authorized representative of the CUSTOMER before proceeding with the work. Replaced components will be new and of compatible design as required to maintain CUSTOMER's system in compliance with appropriate Listing Agencies and/or Local Authorities Having Jurisdiction.

Gold Service **Life Safety System Service**

Scope – Esscoe will test & inspect the life safety system components listed on the attached Equipment List and Scope Summary.

Testing Frequency – Esscoe will perform testing on automatic initiating and testing of notification appliances excluding a Decibel level test. Unless mechanical testing is specifically identified in the scope of work, Fire Protection/Sprinkler System Initiating Devices that are connected and supervised by the Fire Alarm system will be statically tested electrically. All testing will be completed in accordance with the applicable edition of NFPA 72 – National Fire Alarm Code. Please refer to our Special Provisions for any additional testing and inspections to be performed under this Agreement.

Inspection Reports – Esscoe will furnish a hard copy **and if the option is selected** a web based report utilizing **BuildingReports**, our state-of-the-art internet based inspection, testing, and maintenance software.

Hardware Support & Predictive Maintenance – Esscoe will perform scheduled maintenance services on the Equipment covered under this Agreement and as detailed on the Equipment List and Scope Summary.

Components and parts on the Equipment List and Scope Summary that are found to be defective, have failed operationally or which exhibit signs of near term failure will be identified during each preventive maintenance inspection or test. (i.e.: The component or part will likely fail before the next regularly scheduled inspection or maintenance interval.) If the component or part is covered under a current Esscoe Gold Level Service Agreement or factory warranty, the labor and the component/part to identify and remedy the deficiency will be at no charge to CUSTOMER during normal business hours. If component or part is found not to be covered under a current Esscoe or factory warranty, said component will be replaced according to the following procedure.

For any equipment requiring repair or replacement that is not covered as indicated above, an estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing to Esscoe by an authorized representative of the CUSTOMER before proceeding with the work. Non-moving parts such as, but not limited to: Batteries, Equipment Cabinets, Doors, Housings, Junction Boxes and Conduit, Electrical Boxes and all wiring are not covered under this Agreement. Mechanical systems such as air handlers, water and chemical-based systems, smoke purge, pressurization, and VESDA are not covered under this Agreement.

Replaced components will be new and of compatible design as required to maintain CUSTOMER's system in compliance with appropriate Listing Agencies and/or Local Authorities Having Jurisdiction. At Esscoe's sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of Esscoe.

Gold Service
Life Safety System Service (Cont.)

Existing Conditions – Upon completion of the inspection, if any individual component cannot, in the opinion of Esscoe, be properly maintained or if repairs are found necessary; due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, Esscoe will promptly notify the CUSTOMER. CUSTOMER may elect to remove those items from the scope of this Agreement and Esscoe will issue a proportional credit, or the CUSTOMER may authorize Esscoe to make the necessary repairs and shall reimburse Esscoe for this additional work. In all cases, because the system being maintained requires compliance with either Underwriter Laboratory (UL), Factory Mutual (FM) or other Listing Agency standards, only appropriately listed and approved products will be used for component replacement.

Software Support – If the option is selected Esscoe will maintain the present system within the functional limitations of presently installed hardware and/or software included in the Equipment List and Scope Summary. This may include providing software patches, revisions and/or bug fixes to standard Esscoe supplied software that may be periodically created by Esscoe or its suppliers to maintain present system operations.

Platinum Service **Life Safety System Service**

Scope – Esscoe will test & inspect the life safety system components listed on the attached Equipment List and Scope Summary.

Testing Frequency – Esscoe will perform testing on automatic initiating and testing of notification appliances excluding a Decibel level test. Unless mechanical testing is specifically identified in the scope of work, Fire Protection/Sprinkler System Initiating Devices that are connected and supervised by the Fire Alarm system will be statically tested electrically. All testing will be completed in accordance with the applicable edition of NFPA 72 – National Fire Alarm Code. Please refer to our Special Provisions for any additional testing and inspections to be performed under this Agreement.

Inspection Reports – Esscoe will furnish a hard copy **and if the option is selected** a web based report utilizing **BuildingReports**, our state-of-the-art internet based inspection, testing, and maintenance software.

Hardware Support & Predictive Maintenance – Esscoe will perform scheduled maintenance services on the Equipment covered under this Agreement and as detailed on the Equipment List and Scope Summary.

Components and parts on the Equipment List and Scope Summary that are found to be defective, have failed operationally or which exhibit signs of near term failure will be identified during each preventive maintenance inspection or test. (i.e.: The component or part will likely fail before the next regularly scheduled inspection or maintenance interval.) If the component or part is covered under a current Esscoe Platinum Level Service Agreement or factory warranty, the labor and the component/part to identify and remedy the deficiency will be at no charge to CUSTOMER. Platinum Level service includes 24/7/365 coverage. If component or part is found not to be covered under a current Esscoe or factory warranty, said component will be replaced according to the following procedure:

For any equipment requiring repair or replacement that is not covered as indicated above, an estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing to Esscoe by an authorized representative of the CUSTOMER before proceeding with the work. Non-moving parts such as, but not limited to: Batteries, Equipment Cabinets, Doors, Housings, Junction Boxes and Conduit, Electrical Boxes and all wiring are not covered under this Agreement. Mechanical systems such as air handlers, water and chemical-based systems, smoke purge, pressurization, and VESDA are not covered under this Agreement.

Replaced components will be new and of compatible design as required to maintain CUSTOMER's system in compliance with appropriate Listing Agencies and/or Local Authorities Having Jurisdiction. At Esscoe's sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of Esscoe.

Platinum Service
Life Safety System Service (Cont.)

Existing Conditions – Upon completion of the inspection, if any individual component cannot, in the opinion of Esscoe, be properly maintained or if repairs are found necessary; due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, Esscoe will promptly notify the CUSTOMER. CUSTOMER may elect to remove those items from the scope of this Agreement and Esscoe will issue a proportional credit, or the CUSTOMER may authorize Esscoe to make the necessary repairs and shall reimburse Esscoe for this additional work. In all cases, because the system being maintained requires compliance with either Underwriter Laboratory (UL), Factory Mutual (FM) or other Listing Agency standards, only appropriately listed and approved products will be used for component replacement.

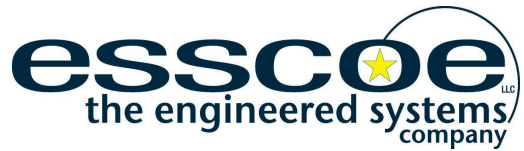
Software Support –Esscoe will maintain the present system within the functional limitations of presently installed hardware and/or software included in the Equipment List and Scope Summary. This may include providing software patches, revisions and/or bug fixes to standard Esscoe supplied software that may be periodically created by Esscoe or its suppliers to maintain present system operations.

Special Provisions

These Special Provisions are incorporated by reference into and made a part of this Agreement.

All services are based upon standard working hours, 7AM to 3:30 PM M-F. If specifically listed by line item in the Material List certain services will be provided outside standard published hours.

- 1. Labor Discount:** As part of this Agreement, CUSTOMER will receive a preferred CUSTOMER labor rate for all repairs and/or emergency service performed while this Agreement is in effect. The preferred CUSTOMER labor rate will be **10%** less than the published hourly rates.
- 2. Parts Discount:** As part of this Agreement, CUSTOMER will receive a preferred CUSTOMER discount on all materials purchased on behalf of the CUSTOMER for repairs to systems covered under this Agreement. The preferred CUSTOMER discount will remain in effect while this Agreement is in effect. The preferred CUSTOMER discount will be **15%** less than the List Price.
- 3. Access:** The CUSTOMER agrees to provide access without delay to all required equipment that test or inspection services will be provided by Essco. Any delay in access to the equipment being tested or inspected may incur additional charges. The CUSTOMER shall provide all necessary equipment beyond a 12' Ladder to allow Essco personnel to reach inaccessible equipment and peripheral devices. If specifically listed by line item in the Material List Essco shall provide all lifts, including lift rentals as may be needed to access equipment being tested or maintained under this Agreement.
- 4. Equipment:** The equipment listed in this proposed agreement was provided by the customer and or during a walkthrough of the building. Any additional devices or equipment discovered by the Technicians at the time of the test & inspection that adds additional labor, may incur additional charges.
- 6. Secured Areas –** CUSTOMER agrees to provide free access to secure areas as may be necessary for Essco to perform the required inspections without delay upon arrival at the CUSTOMER's premises. CUSTOMER agrees to provide all necessary security credentials for Essco Personnel and Essco agrees to abide by all CUSTOMER security procedures and policies, or CUSTOMER may elect to provide a Security Escort for all Essco personnel as may be required and for the duration of the scheduled inspections.
- 7. Edwards EST Warranty:** If applicable, this agreement will continue after the initial term as a condition of the Edwards EST Warranty being provided by Essco for the fire alarm equipment located at the CUSTOMER site identified in this agreement. If for any reason this agreement is cancelled by the CUSTOMER in writing prior to the expiration date of the Edwards EST Warranty, the Edwards EST Warranty will no longer be valid, Edwards (Carrier Corporation) will be notified, and any cost incurred for warranty parts may be billed at MSRP.
- 8. Access to Proprietary Software –** Essco may not have access to proprietary software or parts on microprocessor based addressable systems. Essco will make every effort to secure any parts required.



Special Provisions (Cont.)

- 9. Labor Rates** – Labor required in addition to what is outlined in this agreement will be based on Esscoe's normal working hours and published prevailing labor rates at the time of service. Contract customers receive a discounted rate off our standard rate.
- 10. Price Change:** The customer is subject to an increase in price for services provided in this agreement when any additional fees or cost from 3rd party sources such as municipalities, vendors, subcontractors, suppliers etc. are added to the services provided in this agreement.
- 11. Billing:** As part of this agreement the CUSTOMER agrees to be invoiced upon the execution date of this agreement. At the discretion of Esscoe management quarterly invoicing will be offered to specific customers if requested. Any request from a customer to change either the Esscoe standard invoicing policy or the agreed invoicing policy, may incur an additional charge to the customer.
- 12.** Unless explicitly specified in the "Equipment List and Scope Summary" section of this Agreement, parking charges related to the services covered by this Agreement shall not be considered as included costs of this agreement or obligations of Esscoe.
- 13.** The customer is required to furnish Esscoe with all administrative login credentials for all relevant systems and platforms that Esscoe will be engaged with. These credentials are essential to facilitate seamless access and execution of the services outlined in the agreement.

Terms and Conditions

A. DEFINITIONS

1. "Equipment" means the equipment covered by the Services to be performed under this Agreement, and is identified in the respective work scope attachments under the "Equipment List".
2. "Services" means those services and obligations to be undertaken by Esscoe in support of CUSTOMER pursuant to this Agreement, as more fully detailed in the attached work scope document(s), which are incorporated herein.

B. COVERAGE

1. CUSTOMER agrees to provide access to all Equipment covered by this Agreement. Esscoe will be free to start and stop all primary equipment incidental to the operation of the mechanical, and life safety system(s) and equipment as arranged with CUSTOMER.
2. It is understood that any repair, replacement, and emergency service provisions apply only to the Equipment included in the attached Equipment List. Repair or replacement of non-maintainable parts of the system such as, but not limited to, piping, unit cabinets, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, is not included under this Agreement. Costs to repair or replace such non-maintainable parts will be the sole responsibility of CUSTOMER.
3. Esscoe will not reload software, nor make repairs or replacements (i) necessitated by reason of negligence, vandalism or misuse of the Equipment by persons other than Esscoe or its employees; or (ii) caused by lightning, flood or water damage from any source, electrical storm, or other violent weather; or (iii) by any other cause beyond Esscoe's control. This clause shall control, supersede and take precedent over any Emergency Service clause or provision contained elsewhere in this Agreement.
4. This Agreement assumes that the systems and/or Equipment included in the attached Equipment List are in maintainable condition. If repairs are necessary upon initial inspection, repair charges will be submitted for CUSTOMER's approval. Payment for these charges is required before the Equipment is accepted under this Agreement. Should these charges be declined, those non-maintainable items will be eliminated from coverage under this Agreement and the price adjusted accordingly. System equipment deemed to be no longer economically maintainable (obsolete) by Esscoe will be identified throughout the term of this Agreement and brought to the CUSTOMER's attention and may be removed from this Agreement or coverage type on the obsolete Equipment identified may be reduced.
5. Maintenance, repairs, and replacement of Equipment parts and components are limited to restoring to proper working condition. Esscoe shall not be obligated to provide replacement software, equipment, components and/or parts that represent a significant betterment or capital improvement to CUSTOMER's system(s) hereunder.
6. All non-emergency services under this Agreement will be performed between the hours of 7:00 a.m. - 3:30 p.m. local time Monday through Friday, excluding Federal holidays and normal Esscoe observed holidays. If for any reason CUSTOMER requests Esscoe to furnish any labor or services outside of the above stated hours, any overtime or other additional expense occasioned thereby, shall be billed to and paid by CUSTOMER except as may be provided under the Emergency Service section or Special Provisions of this Agreement.
7. CUSTOMER will promptly notify Esscoe of any malfunction in the system(s) or Equipment covered under this Agreement that comes to CUSTOMER's attention.

C. PRICE, BILLING, AND TERM

1. CUSTOMER shall pay or cause to be paid to Esscoe the full price for the Services as specified on the first page of this Agreement. Esscoe shall submit annual invoices, unless otherwise specified to CUSTOMER in advance, for Services to be performed during the subsequent billing period, and payment shall be due within fifteen (15) days of the Invoice Date with no right of set-off for any claims by CUSTOMER. Any and all claims shall be addressed separately between the parties. Payments for Services past due more than ten (10) days shall accrue interest from the due date to the date of payment at the rate of one and one-half percent (1.5%) per month, compounded monthly, or the highest rate allowed by applicable law. If CUSTOMER's account is thirty (30) days past due, Esscoe may suspend Services until the account is current. CUSTOMER agrees that Esscoe will not be liable for any claims of CUSTOMER or third party if Services are suspended due to a past due balance or otherwise. In the event it is necessary to enforce collection of any amounts due Esscoe or any rights of Esscoe under this Agreement, CUSTOMER agrees to pay any and all costs, collection fees, expenses, and charges incurred by Esscoe including reasonable attorney's fees.
2. Esscoe shall be permitted annually, upon written notice, to increase the value of contracted services provided herein at a rate equal to the greater of 3% or Consumer Price Index at any time after the initial 365 days from the date of this Agreement.

Esscoe may adjust the annual price of this Agreement periodically during the Term of this Agreement (either up or down), and CUSTOMER agrees to pay for this negotiated increase or decrease in scope of Services to the main Agreement between the CUSTOMER and Esscoe, if additional systems and equipment are added or deleted to the scope of work.

3. CUSTOMER agrees to pay any sales, excise, use or other taxes, now or hereafter levied, which Esscoe may be required to pay or collect in connection with this Agreement.
4. CUSTOMER herein grants Esscoe a purchase money security interest in any equipment installed by Esscoe until the total purchase price of the equipment is paid to Esscoe. CUSTOMER irrevocably appoints Esscoe as agent to file financing statements with respect to this security interest and agrees to execute any documents necessary to perfect said interest.
5. It is Esscoe's understanding that the Services performed shall be based on the actions, statements and/or omissions of the CUSTOMER that are contemplated in this Agreement and the work to be performed relating thereto is not subject to federal, state or local prevailing wage requirements. If this understanding is incorrect, CUSTOMER agrees and acknowledges that it shall immediately notify Esscoe in writing within forty-eight (48) hours of receiving this Agreement so that Esscoe may submit a revised Agreement and/or invoice reflecting the additional costs associated with applicable prevailing wage laws. If at any time it is determined that this Agreement is or was subject to prevailing wage requirements under federal, state or local law, then CUSTOMER agrees and acknowledges that it shall reimburse and make whole Esscoe for any back wages, penalties and/or interest owed to its employees or any other third party, including but not limited to any appropriate governmental agency. CUSTOMER also agrees that prices, costs and/or applicable fees will also be increased as required by the increase in wage payments to Esscoe's employees. CUSTOMER also agrees to indemnify and hold Esscoe harmless from any error, act or omission on its part with regard to prevailing wage notification that causes any claim, cause of action, harm or loss upon Esscoe, including but not limited to prompt reimbursement to Esscoe of any and all reasonable attorneys' fees and costs associated with such claim, cause of action, harm or loss.

D. TERM

1. Following the initial term of this Agreement as noted on Page 1 of this Agreement and titled, "Period of Agreement", this Agreement will automatically renew for successive one (1) year periods unless canceled prior to the anniversary date with at least a thirty (30) day written notice issued by either party to the other. Agreements that are automatically renewed beyond the initial term may be subject to a minimum price increase based on the published U.S. Department of Labor, Consumer Price Index (CPI) at the time of renewal.

E. TERMINATION

1. CUSTOMER may terminate this Agreement if Esscoe fails to provide the Services as set forth in this Agreement, by giving Esscoe thirty (30) days advance written notice. Esscoe shall have thirty (30) days to cure the default. If Esscoe fails to cure the default within the thirty (30) day cure period, this Agreement shall be terminated. CUSTOMER is responsible for payment of Services provided up to cancellation date.
2. Esscoe may terminate this Agreement upon the following events of default: (a)(a) any failure of Customer to pay any amounts billed and due hereunder, which failure remains uncured for a period of thirty (30) days after notice thereof, (b) Customer breach of any terms of the Agreement, (c) either party may terminate if the other party (i) ceases to do business in the normal course, (ii) becomes or is declared insolvent or bankrupt, (iii) is the subject of any proceeding related to its liquidation or insolvency (whether voluntary or involuntary) which is not dismissed within ninety (90) calendar days or (iv) makes an assignment for the benefit of creditors, or (d) Esscoe is unable to perform the Services due to Equipment failure, manufacturer discontinuance of parts or Equipment, or due to skilled labor shortage.
3. In the event of CUSTOMER's default of this Agreement, Esscoe may pursue any one of the following remedies: 1) declare ninety (90) percent of the balance due for the unexpired term of this Agreement, immediately due and payable as liquidated damages, not as a penalty, 2) proceed at law or equity to enforce performance of CUSTOMER or recover damages for breach of the Agreement and/or any Services including all costs and expenses including without limitation reasonable attorney's fees, in connection with enforcing or attempting to enforce this Agreement or 3) any other available remedies permitted by law.

F. GENERAL TERMS AND CONDITIONS

1. **Assignment and Delegation:** CUSTOMER may not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of Esscoe. Esscoe may assign its right to receive payment to a third party and may subcontract all or portions of the Services to a third party without CUSTOMER's consent. The subcontracted third party shall be subject to the terms and conditions of this Agreement unless otherwise agreed to by the parties in writing.
2. **Insurance:** CUSTOMER acknowledges and represents that it has sufficient insurance coverage. Customer shall look exclusively to its insurer and not Esscoe to pay CUSTOMER or any third party in the event of loss, claim, damage or injury. CUSTOMER, on its behalf, and on behalf of any insurance carrier, waives any right of subrogation that CUSTOMER's insurance carrier may otherwise have against Esscoe or its subcontractors arising out of this Agreement or the relation of the parties hereto.
3. **Hazardous Materials:** CUSTOMER represents and warrants that, except as otherwise disclosed in this in the areas where Esscoe will undertake work or provide Services, there are no: (a) materials or substances classified as toxic or hazardous either (i) on or within the walls, floors, ceilings or other structural components or (ii) otherwise located in the work area, including, but not limited to, asbestos or presumed asbestos-containing materials, formaldehyde, containers or pipelines containing petroleum products or hazardous substances, etc.; (b) situations subject to special precautions or equipment required by federal, state or local health or safety regulations; or (c) unsafe working conditions.
4. **Indemnification: CUSTOMER AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS ESSCOE, ITS OFFICERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS AND/OR LAWSUITS, INCLUDING INJURY, DAMAGE, EXPENSE, COSTS AND REASONABLE ATTORNEY'S FEES, AND LOSSES ASSERTED AGAINST AND ALLEGED TO BE CAUSED BY ESSCOE'S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THE AGREEMENT, STRICT LIABILITY, DEFECTS IN PRODUCT, DESIGN, INSTALLATION, WARRANTY SERVICE, MONITORING OR OPERATION OR NON OPERATION OF THE SYSTEM TO BE SERVICED. THIS INDEMNIFICATION SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR WHATEVER REASON.**
5. **Warranties and Limitation of Liability:** Esscoe will replace or repair any product Esscoe provides or CUSTOMER procures under this Agreement that falls within the warranty period (typically one-year) due to defective workmanship or materials. The failure must not result from CUSTOMER's negligence; or from fire, lightning, water damage, or any other cause beyond Esscoe control. This warranty applies to Esscoe fabricated and outside-purchased products. The warranty effective date is the date of CUSTOMER acceptance of the product or the date CUSTOMER begins to receive beneficial use of the product, whichever comes first.
6. **THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE, AND ESSCOE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES, EQUIPMENT, AND MATERIALS PROVIDED HEREUNDER. ESSCOE SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM, OR RELATING TO, THIS LIMITED WARRANTY OR ITS BREACH. ESSCOE DOES NOT REPRESENT OR WARRANT, EXPRESSLY OR IMPLIED, THAT ITS SERVICES, SYSTEMS AND EQUIPMENT WILL ELIMINATE OCCURRENCES OF THE EVENTS THAT THEY ARE INTENDED TO DETECT OR AVERT.**
7. Esscoe shall not be liable for damages caused by delay or interruption in Services due to fire or flood; corrosive substances in the air or water supply that may enter or otherwise affect sprinkler piping and sprinkler systems including but not limited to biological growth, calcium carbonate deposits and microbiologically influenced corrosion (MIC); strike, lockout, dispute with workmen, inability to obtain material or services, war, acts of God or any other cause beyond Esscoe reasonable control. Should any part of the system or any Equipment be damaged by fire, water, water leakage, freezing pipes, lightning, acts of God, third parties or any other cause beyond the control of Esscoe, any repairs or replacement shall be paid for by CUSTOMER.
8. **Indemnity and Limitation of Liability:** Esscoe agrees to indemnify and hold CUSTOMER and its agents and employees harmless from all claims for bodily injury and property damages to the extent such claims result from or arise under Esscoe negligent actions or willful misconduct in its performance of the Services. **PROVIDED, THAT NOTHING IN THIS ARTICLE SHALL BE CONSTRUED OR UNDERSTOOD TO ALTER THE LIMITATIONS OF LIABILITY CONTAINED IN THIS SECTION F.8., SECTION F.10. OR THE INDEMNIFICATION CONTAINED IN SECTION F.4. IN NO EVENT SHALL ESSCOE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, OR CONSEQUENTIAL DAMAGES ARISING FROM, RELATING TO, OR CONNECTED WITH THE SERVICES, EQUIPMENT, MATERIALS, OR ANY GOODS PROVIDED HEREUNDER. SUCH INDEMNITY OBLIGATION IS VALID ONLY TO THE EXTENT CUSTOMER GIVES ESSCOE REASONABLY PROMPT NOTICE IN WRITING OF ANY SUCH CLAIMS AND PERMITS ESSCOE, THROUGH COUNSEL OF ITS CHOICE, TO ANSWER THE CLAIMS AND DEFEND ANY RELATED SUIT.**
9. The parties further agree that Esscoe is not an insurer; that the Services purchased herein is designed only to reduce the risk of loss; that CUSTOMER chose the level and scope of services being provided by Esscoe from a variety of service options; that Esscoe will not be held liable for any loss, in tort or otherwise, which may arise from the failure of the system(s) and/or service(s) or any errors and omissions in the above referenced specifications. The parties further agree that this Agreement shall not confer any rights on the part of any person or entity not a party hereto, whether as a third-party beneficiary or otherwise.
10. **BECAUSE IT IS IMPOSSIBLE TO ASSESS ACTUAL DAMAGES ARISING FROM THE FAILURE OF A SYSTEM AND/OR SERVICE PROVIDED UNDER THIS AGREEMENT, THE PARTIES AGREE THAT IF ANY LIABILITY IS IMPOSED ON ESSCOE FOR DAMAGES OR PERSONAL INJURY TO EITHER CUSTOMER OR ANY THIRD PARTY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT NOT TO EXCEED THE AMOUNT OF THE ANNUAL SERVICE CHARGE OF THIS AGREEMENT.**

G. MISCELLANEOUS

1. **Extent of Agreement:** This Agreement represents the entire Agreement between CUSTOMER and Esscoe for the Services described herein and supersedes all prior negotiations, representations or Agreements between the Parties related to the Services described herein.
2. **Amendments; Waiver; Severability:** Additions, deletions, and modifications to this Agreement may only be made upon the mutual agreement of the parties, in a writing signed by both parties. A waiver of any right by either party will not constitute a waiver of such right on any subsequent occasion. If any provision of this Agreement is determined to be invalid, such invalidity will not affect the validity of the remaining portions of this Agreement.
3. **Force Majeure:** Esscoe shall not be liable for any delay in producing, delivering, installing, or giving advice and technical assistance for any of the Equipment or software covered hereunder or Services if such delay shall be due to one or more of the following causes: fire, strike, lockout, dispute with workmen, flood, lightning, accident, delay in transportation, shortage of fuel, inability to obtain material, war, embargo, demand or requirement of the United States or any governmental or war activity, or any other cause whatsoever beyond the reasonable control of Esscoe. In addition, Esscoe shall not be liable for any delays caused by failure of CUSTOMER, or its agent, or any person or entity not a party hereto, to perform any of its obligations in a timely manner.
4. **Notice:** Any notice required or permitted to be given shall, except where specifically provided otherwise, be given in writing to the person and at the address listed on page 1 of the Service Agreement by personal delivery, overnight carrier, electronic mail (e-mail) or facsimile (with confirmation of receipt), or certified mail, return receipt requested. The date of notice shall be as follows: the date upon which such notice is so personally delivered; if by overnight carrier, the date of receipt at the designated address; if by facsimile transmission, upon electronic confirmation thereof, if by electronic mail (e-mail), upon electronic confirmation thereof or if by certified mail, the date of delivery.

H. DISPUTE RESOLUTION

1. **Disputes:** If any dispute shall arise between the parties in connection with this Agreement, the parties shall promptly attempt in good faith to settle the same by negotiation.
2. **Governing Law:** This Agreement shall be deemed to be made in Lake County, Illinois regardless of the location of any office or representative of CUSTOMER, or the location of the equipment, or the place of signing by any party. This Agreement will be governed by Illinois law. The venue for any claim arising under this Agreement shall be in Lake County, Illinois. **BOTH PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM.**
3. **Filing Suit:** All suits, actions or proceedings, legal or equitable, against ESSCOE must be commenced in court within one (1) year after the cause of action has accrued or the act, omission or event occurred upon which the suit, action or proceeding arises, whichever is earlier, or the shortest duration permitted under applicable law if such period is greater than one year and if no such claim, action or proceeding is instituted within that time, it is barred.
4. **Prevailing Party:** In the event of a dispute regarding the interpretation or enforcement of this Agreement which results in litigation, the prevailing party shall have its attorney's fees and costs paid by the losing party.