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Madison, WI 53704  
main 608.216.0283  
jfhern.com

April 1, 2026

Greg Lee  
City of Dodgeville  
100 East Fountain Street  
Dodgeville, WI 53533  
Email: publicworks@dodgevillewi.gov

**RE: Fire Alarm Monitoring - MC: 65948  
Contract Period 6/1/2026 to 5/31/2027**

Dear Greg,

**J. F. Ahern Co.** is pleased to present our renewal agreement ("Agreement") for the required fire alarm monitoring for your facilities, in accordance with NFPA Standards.

**J. F. Ahern Co.** works to manage costs by increasing efficiencies in our operations. The following services will be performed for the prices listed below:

**City of Dodgeville - 410 East Leffler Street - Dodgeville, WI 53533**

MC	Description	Price	Total Price
65948	Annual Fire Alarm Monitoring (Jun)	\$550.00 (x1)	\$550.00
<b>Total Fire Alarm Monitoring Price:</b>			<b>\$550.00</b>

**The term of this Agreement shall be one (1) year from date hereof and shall be automatically renewed each year thereafter on the anniversary date for a period of one (1) year until the same shall be terminated by either party on at least thirty (30) days written notice being given to the other party prior to the anniversary date thereof.**

**\*ACCEPTED:** \_\_\_\_\_ **DATE:** \_\_\_\_\_ **PO#:** \_\_\_\_\_

\*\* Please sign this letter and email it back to me to acknowledge the scope of work, cost and the attached General Terms and which are a part of this Agreement.

We appreciate your past patronage and trust in J. F. Ahern Co. as your preferred fire protection contractor.

Sincerely,

**J. F. Ahern Co.**

Renee Neal  
Service Coordinator  
Phone: (608) 416-1066  
Email: rneal@jfhern.com

**UPDATED CUSTOMER CONTACT INFORMATION**

NAME: \_\_\_\_\_ OFFICE PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

AHERN PORTAL ACCESS: YES  NO

ROLE(S):  ACCOUNTS PAYABLE  INSPECTION REPORT RECIPIENT  SCHEDULING

NAME: \_\_\_\_\_ OFFICE PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

AHERN PORTAL ACCESS: YES  NO

ROLE(S):  ACCOUNTS PAYABLE  INSPECTION REPORT RECIPIENT  SCHEDULING

## **ALARM MONITORING TERMS AND CONDITIONS OF SALE**

**ENTIRE CONTRACT.** The parties intend these Alarm Monitoring Terms and Conditions of Sale together with any scope of work, proposal or quotation attached hereto which specifically references alarm monitoring (collectively the "Contract") to be the final, complete and exclusive expression of their Contract and the terms and conditions thereof upon which J. F. Ahern Co. ("Ahern") will provide alarm monitoring services. No changes or additions hereto shall be binding upon Ahern unless in writing and signed by an officer of Ahern. Any terms or conditions of Customer's order different, inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and, Customer's order shall be governed only by the Contract. A definite and reasonable expression of acceptance or a written confirmation which is sent to Ahern within the time specified in the Customer's order operates as an acceptance of the terms specified herein. Every Contract or other undertaking by Ahern is expressly conditioned on Customer's assent to the term and conditions contained herein. Ahern assumes no liability except as expressly provided herein. Additional proposals or scope of work provided by Ahern to Customer related to alarm monitoring shall be covered by this Contract unless and until Ahern and Customer execute a new contract in writing expressly superseding this Contract.

**A. CENTRAL STATION SIGNAL RECEIVING AND NOTIFICATION SERVICE** - Shall be provided by Ahern if this Contract includes a charge for such Service. If such Service is purchased and if an alarm signal registers at Ahern's Central Monitoring Station (the "Ahern CMS"), Ahern shall endeavor to notify the appropriate Police or Fire Department and the designated representative of the Customer. If a burglar alarm signal or fire alarm signal registers at Ahern's CMS, Ahern at its sole discretion may endeavor to contact the Customer's premises by telephone to verify that the alarm is not false. Failing to contact the Customer promptly or questioning the nature of the response received upon such contact, Ahern shall endeavor to notify the appropriate Police Department or Fire Department. If a supervisory signal or trouble signal registers at Ahern's CMS, Ahern shall endeavor to notify promptly the designated representative of the Customer. **IF ALARM VERIFICATION SERVICE** is being furnished, it is mutually understood and agreed that equipment is being installed which, as to certain locations in the premises, will require the activation of two sensing devices, or a second activation of a single alarm sensor, or a continuous alarm event from a single sensor, in order for an alarm signal to be transmitted. Customer shall assume full and complete 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. The Customer represents that any vault to be protected by Ahern hereunder by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. The Customer agrees to test any ultrasonic, microwave, capacitance or other electronic equipment designated prior to setting the alarm system for closed periods, according to procedures prescribed by Ahern, and to notify Ahern promptly if such equipment fails to respond to the test.

**COMMUNICATION FACILITIES.** (a) Authorization. To facilitate Ahern's ability to provide Service under this Contract, Ahern may make requests for information, service, or equipment in any respect on behalf of Customer to Customer's telephone service provider, wireless carrier, or other entity providing

communication facilities or services for transmission of alarm signals (the "TeleCo"). (b) Digital Communicator. If a Digital Communicator is used to connect to Ahern's CMS, Customer will provide a connection through a telephone jack to Customer's TeleCo service as required to operate the System, Equipment, or to provide the Service. Such connection will be electrically first before any other telephone or Customer equipment, and will be located within ten (10) feet of the alarm/control panel. Ahern will provide such connection at Customer's request and expense. (c) General. **AHERN'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN CUSTOMER'S PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. AHERN'S CMS CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELECO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELECO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELECO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELECOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR AHERN'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELECO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT AHERN WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELECO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELECO SERVICE'S DATA FORMAT AFTER AHERN'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELECO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO AHERN'S CMS. IF AHERN DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS COMPATIBLE, AHERN WILL PERMIT CUSTOMER TO USE ITS TELECO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT AHERN RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF**

**COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO AHERN'S CMS REGARDLESS OF THE TYPE OF TELECO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF AHERN DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELECO SERVICE THAT IS NOT COMPATIBLE, THEN AHERN WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO AHERN AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO AHERN'S CMS. AHERN WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELECO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELECO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELECO SERVICE IS INTERRUPTED, AND THAT AHERN MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELECO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELECO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF AHERN. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELECO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELECO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.**

**B. Warranty:** Any part of the system, including the wiring, installed under this Contract which proves to be defective in material or workmanship within ninety (90) days of the date of completion of installation by Ahern will be repaired or replaced at Ahern's option with a new or functionally operative part. Labor and material required to repair or replace such defective components will be free of charge for a period of ninety (90) days following the completion of the original installation by Ahern. This Warranty does not apply to the "Conditions Not Covered by Warranty" listed below (the "Conditions") and if Customer calls Ahern for service under the Warranty and upon inspection by Ahern's representative it is found that one of these Conditions has led to the inoperability or apparent inoperability of the system, a charge will be made for the service call of Ahern's representative whether or not he actually works on the system. Should it actually be necessary to make

repairs to the system due to one of the Conditions, a charge will be made for such work at Ahern's then applicable rates for labor and material. Service will be furnished by Ahern during Ahern's normal working hours of 8:00 A.M. to 4:30 P.M. Monday through Friday, except holidays. **CONDITIONS NOT COVERED BY WARRANTY:** (a) Damage or extra service time resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs, maintenance, or installations not done by Ahern, or from parts, accessories, attachments or other devices not furnished by Ahern; (b) Customer's improper operation per instructions; (c) Adjustments necessitated by Video camera misalignment, improper monitor brightness and contrast tuning dials, or inadequate lighting on viewing area; (d) Trouble due to interruption of commercial power to the phone service or use of Non-Traditional Telephone Service; (e) Battery failure; (f) Devices designed to fail in protecting the System such as, but not limited to, fuse and circuit breakers; (g) System changes requested by Customer (h) burglar alarm devices and equipment. **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. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING AHERN'S NEGLIGENCE, SHALL BE REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. AHERN 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, AND HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY AHERN OR NEGLIGENCE OF AHERN OR OTHERWISE.**

**C. Maintenance:** If Customer has purchased maintenance service on any of the Equipment, Ahern will, upon Customer's request, provide ordinary maintenance and repair of the covered equipment due to normal wear and tear and bear the expense thereof. The expense of all extraordinary maintenance and repair due to alterations in the Customer's premises, alterations of the system made at the request of the Customer, or made necessary by changes in the Customer's premises, damage to the premises or to the alarm system, or to any cause beyond the control of Ahern, shall be borne by the Customer. The Customer agrees to furnish any necessary electric current through the Customer's meter and at the Customer's own expense with an outlet within ten (10) feet of the Ahern Control Panel. It is mutually agreed that the work of installation and Ahern's repairs of the system shall be performed between Ahern's normal working hours of 8:00 A.M. to 4:30 P.M., Monday through Friday, except holidays. **EXCLUSIONS:** Maintenance WILL NOT be provided on the following devices: (1) Burglar alarm devices and equipment (2) security screens, (3) exterior mounted devices, (4) PROM (Programmable Read Only Memory), (5) Equipment subject to the Conditions Not Covered by Warranty listed in Paragraph B. above, and (6) computer hardware, software, or computer networks. It is understood and agreed that Ahern's obligation relates to the maintenance solely of the specific Equipment covered under the Maintenance Service Contract, and that Ahern is in no way obligated to maintain, repair, service, replace, operate, or assure the operation of any device or devices

of the Customer or of others not installed by Ahern. If not contracted before the expiration of the Warranty, Ahern will enter into a Maintenance Service Contract 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 Ahern's then prevailing rates. **INSPECTIONS.** If such services are purchased, Ahern will provide the number of inspections of the Fire Alarm System and Fire Alarm Devices only as specified in this Contract and such Inspections shall be performed during Ahern's normal working hours of 8:00 A.M. to 4:30 P.M., Monday through Friday, except holidays and subject to "EXCLUSIONS" set forth in Paragraph C, above for maintenance.

**D. 1. AHERN IS NOT AN INSURER. THE AMOUNTS AHERN CHARGES CUSTOMER ARE NOT INSURANCE PREMIUMS. SUCH CHARGES ARE BASED UPON THE VALUE OF THE SERVICES, SYSTEM, AND EQUIPMENT AHERN PROVIDES AND ARE UNRELATED TO THE VALUE OF CUSTOMER'S PROPERTY, ANY PROPERTY OF OTHERS LOCATED IN CUSTOMER'S PREMISES, OR ANY RISK OF LOSS ON CUSTOMER'S PREMISES.**

**2. AHERN'S SERVICES, SYSTEMS AND EQUIPMENT DO NOT CAUSE AND CANNOT ELIMINATE OCCURENCES OF THE EVENTS THEY ARE INTENDED TO DETECT OR AVERT. AHERN MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. ACCORDINGLY, AHERN DOES NOT UNDERTAKE ANY RISK THAT CUSTOMER'S PERSON OR PROPERTY, OR THE PERSON OR PROPERTY OF OTHERS, MAY BE SUBJECT TO INJURY OR LOSS IF SUCH AN EVENT OCCURS. THE ALLOCATION OF SUCH RISK REMAINS WITH CUSTOMER, NOT AHERN. INSURANCE, IF ANY, COVERING SUCH RISK SHALL BE OBTAINED BY CUSTOMER.**

**3. IF NOTWITHSTANDING THE PROVISIONS OF THIS SECTION D, AHERN OR ITS CENTRAL MONITORING STATION IS FOUND LIABLE FOR LOSS, DAMAGE OR INJURY UNDER ANY LEGAL THEORY DUE TO A FAILURE OF THE SERVICES, SYSTEM OR EQUIPMENT IN ANY RESPECT, ITS LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO TEN PERCENT (10%) OF THE ANNUAL SERVICE CHARGE OR ONE THOUSAND DOLLARS (\$1,000), WHICHEVER IS GREATER, AS AGREED UPON DAMAGES AND NOT AS A PENALTY, AS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY. THIS WILL BE THE SOLE AND EXCLUSIVE REMEDY BECAUSE IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGES, IF ANY, WHICH MAY RESULT FROM AHERN'S OR ITS CENTRAL MONITORING STATION'S FAILURE TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS CONTRACT.**

**4. WITHOUT LIMITING AHERN'S RIGHTS UNDER LAW CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS AHERN, AHERN'S CMS AND ITS AGENTS AND REPRESENTATIVES FROM AND AGAINST ALL THIRD PARTY (INCLUDING INSURANCE COMPANIES) CLAIMS, SUITS, LOSSES,**

**DAMAGES, COSTS AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY THEM ARISING OUT OF OR FROM, IN CONNECTION WITH, RELATED TO, RESULTING FROM OR AS A CONSEQUENCE OF THIS CONTRACT OR THE SERVICE OR EQUIPMENT PROVIDED PURSUANT TO THIS CONTRACT INCLUDING WITHOUT LIMITATION, THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF AHERN, ITS CENTRAL STATION MONITORING PROVIDER, AND THEIR AGENTS OR REPRESENTATIVES ("CLAIMS"). THE FOREGOING INDEMNIFICATION SHALL APPLY IRRESPECTIVE OF WHETHER CLAIMS ARE ASSERTED BY AN EMPLOYEE, CUSTOMER'S AGENTS, AND SUBCONTRACTORS OR BY UNRELATED THIRD PARTIES. NOTHING CONTAINED HEREIN SHALL RELIEVE CUSTOMER OF ANY RESPONSIBILITY FOR CLAIMS REGARDLESS OF WHETHER CUSTOMER IS REQUIRED TO PROVIDE INSURANCE COVERING SUCH CLAIMS OR WHETHER THE MATTER GIVING RISE TO THE CLAIMS IS THE RESPONSIBILITY OF CUSTOMER'S AGENTS, EMPLOYEES OR SUBCONTRACTORS. AHERN SHALL HAVE THE RIGHT TO PARTICIPATE IN THE DEFENSE OF ANY CLAIM AGAINST IT THAT IS COVERED BY CUSTOMER'S OBLIGATIONS HEREUNDER, INCLUDING THE RIGHT TO RETAIN ITS OWN LEGAL COUNSEL OF ITS CHOICE. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OF THE TERM OR THE TERMINATION OF THIS CONTRACT.**

**5. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST AHERN, AHERN'S CMS OR ITS AGENTS, EMPLOYEES, SUBSIDIARIES, AFFILIATES OR PARENTS (BOTH DIRECT AND INDIRECT) MORE THAN ONE (1) YEAR AFTER THE INCIDENT THAT RESULTED IN THE LOSS, INJURY OR DAMAGE OCCURRED, OR THE SHORTEST DURATION PERMITTED UNDER APPLICABLE LAW IF SUCH PERIOD IS GREATER THAN ONE (1) YEAR.**

Notwithstanding any other provision in this Contract, the parties agree that all disputes arising out of or related to this Contract shall be resolved in accordance with the following procedure: Within five days of the occurrence of any event or matter giving rise to a suit or action, either party has the right to provide the other Party with a written Notice of Dispute. Within fifteen days of receipt of the Notice of Dispute, the Parties shall commence direct negotiations with management officers authorized to enter into a binding resolution or settlement of the dispute. Should direct negotiations fail to resolve the dispute(s) within fifteen days of the commencement of negotiations, all disputes, claims and matters in controversy relating to or arising from the Order, shall be resolved by binding arbitration, unless Ahern provides written notice to Customer that it has elected in its sole discretion, that all such disputes, claims, and matters in controversy shall be decided by litigation.

**6. THE PROVISIONS OF THIS SECTION D SHALL APPLY TO AND BENEFIT AHERN AND ITS AGENTS, EMPLOYEES, CONTRACTORS, SUBSIDIARIES, AFFILIATES, PARENTS (BOTH DIRECT AND INDIRECT) AND AFFINTIY MARKETERS. IF THIS CONTRACT PROVIDES FOR A DIRECT CONNECTION**

**TO A MUNICIPAL POLICE OR FIRE DEPARTMENT OR OTHER ORGANIZATION, THEN THAT DEPARTMENT OR OTHER ORGANIZATION MAY ALSO INVOKE THE PROVISIONS OF THIS SECTION D AGAINST ANY CLAIMS DUE TO ANY FAILURE OF SUCH DEPARTMENT OR ORGANIZATION.**

**E. Video Equipment.** Customer will provide adequate illumination under all operational conditions for the proper operation of the closed circuit television camera and will provide the 110 AC power supply where required as well as sufficient space for monitors.

**F. Hazardous Materials.** In all cases except when the project involves new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" shall include, but not be limited to, asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde, or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Ahern will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Ahern, its officers, directors, and agents harmless from any damages, claims, injuries, liabilities resulting from the exposure of Ahern's employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Ahern.

**G. AHERN ASSUMES NO LIABILITY FOR DELAYS IN INSTALLATION OF THE EQUIPMENT OR FOR THE CONSEQUENCES THEREFROM, HOWEVER CAUSED, OR FOR INTERRUPTIONS OR SUSPENSIONS OF SERVICE WITH OR WITHOUT NOTICE OR FOR THE CONSEQUENCES THEREFROM DUE TO STRIKES, RIOTS, FLOODS, ACTS OF GOD OR ANY CAUSES BEYOND THE CONTROL OF AHERN, AND WILL NOT BE REQUIRED TO SUPPLY SERVICE TO THE CUSTOMER WHILE INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE SHALL CONTINUE.**

**H. Assignment; Enforceability.** This Contract is not assignable by the Customer except upon written consent of Ahern first being obtained. Ahern shall have the right to assign this Contract or to subcontract any of its obligations under this Contract without notice to Customer. Customer agrees that Ahern is authorized and permitted to subcontract any services to be provided by Ahern to third parties who may be independent of Ahern, and that Ahern shall not be liable for any loss or damage sustained by Customer by reason of fire, theft, burglary, or any other cause whatsoever caused by the negligence of third parties and that Customer appoints Ahern to act as Customer's agent with respect to such third parties, except that Ahern shall not obligate Customer to make any payments to such third parties. Customer acknowledges that this Contract, and particularly those paragraphs relating to Ahern's disclaimer of warranties, exemption from liability, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignee, subcontractors, and Ahern's CMS. If any of the provisions of this Contract shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**I. System Software; Network Connections; Open Source.**

Any software provided with the System or in connection with the Services is proprietary to Ahern and/or Ahern's supplier(s)

and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Contract or End User License Contract between Ahern and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Ahern will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Ahern shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Ahern may assess additional charges, if Ahern is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. Ahern represents and warrants to the end user of any Products sold/furnished to its customers that, to the extent the Products include any Open Source Software, the internal use and operation of the Products by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver, or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed, or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

**J. THIS CONTRACT CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE CUSTOMER AND AHERN. IN EXECUTING THIS CONTRACT, CUSTOMER IS NOT RELYING ON ANY ADVICE OR ADVERTISEMENT OF AHERN. CUSTOMER AGREES THAT ANY REPRESENTATION, PROMISE, CONDITION, INDUCEMENT OR WARRANTY, EXPRESS OR IMPLIED, NOT INCLUDED IN WRITING IN THIS CONTRACT SHALL NOT BE BINDING UPON ANY PARTY, AND THAT THE TERMS AND CONDITIONS HEREOF APPLY AS PRINTED WITHOUT ALTERATION OR QUALIFICATION, EXCEPT AS SPECIFICALLY MODIFIED IN WRITING AND EXECUTED BY AHERN. THE TERMS AND CONDITIONS OF THIS CONTRACT SHALL GOVERN NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS AND CONDITIONS OR ANY PURCHASE ORDER OR OTHER DOCUMENT**

**SUBMITTED BY THE CUSTOMER.**

**K. Electronic Media.** Ahern may scan, fax, email, image, or otherwise convert this Contract into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Contract produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Ahern may rely upon Customer's assent to the terms and conditions of this Contract if Customer has signed this Contract or demonstrated its intent to be bound electronically or otherwise.

**L. Personal Information.** Customer represents and warrants that Customer has obtained all required consents and has the right to (a) disclose to Ahern all personal information disclosed hereunder concerning individuals/employees including, but not limited to, all information contained in Customer's ECL, and (b) authorize Ahern to use such personal information to administer the relationship between Customer and Ahern, including the administration of this Contract. Customer acknowledges and agrees that Ahern may share all such information with its parents, subsidiaries, affiliates, and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

**M. Insurance.** Customer shall maintain in full force and effect throughout the term of this Contract, a policy of insurance, at its own cost and expense, from companies reasonably satisfactory to Ahern, insuring Ahern and customer from all claims, demands or action for injury to or death of any person and for damage to property in the amount of \$2,000,000 combined single limit for bodily injury and property damage per occurrence made by, or on behalf of, any person or persons, firm or corporation arising from, related to or connected with the services and equipment provided under this Contract. Ahern shall be named as additional insureds on such policy and a certificate evidencing such coverage shall be furnished to Ahern prior to the date of commencement of this Contract. Such insurance shall be primary and noncontributory for Ahern and any other insurance affording coverage to these entities shall be excess to this insurance. Customer on its behalf and any insurance carrier waives any right of subrogation Customer's insurance carrier may otherwise have against Ahern or Ahern's subcontractors arising out of this Contract or the relation of the parties hereto. Customer agrees that with respect to any losses covered by this Contract Customer hereby waives and releases Customer, its officers, directors, employees, and agents, from any and all claims and liability or responsibility with respect to such losses, including losses arising out of the inability to conduct business. Customer agrees that its insurers shall have no right of subrogation against Ahern and its insurers on account of this release. Customer hereby releases Ahern and its subcontractors from and against all losses, damages and expenses arising out of or from, in connection with, as a result of, as a consequence of or related to hazards covered by insurance or bond, including all deductibles and retained limits as well as loss, damage and expense in excess of available policy limits.

**N. Unlisted Code Policy.** During the term of this Contract and at all other times Ahern is providing services to Customer, Customer shall comply with Ahern's Unlisted Code Policy at Customer's sole cost and expense, and which is incorporated by reference herein and can be found at [jfahern.com/unlistedcode](http://jfahern.com/unlistedcode).

**O. Consent to Call.** Customer, for him/her/itself and as the authorized agent of Customer's employees and persons on Customer's emergency contact list, consent to Ahern and

Ahern's CMS, in the ordinary course of business, call each such person's cellular phone or other mobile device.

**P. Video Systems and Consent to Communications.** If the system transmits video images, Customer shall (i) provide and maintain adequate power and lighting for all cameras or other video-related equipment; (ii) inform all persons on or about the premises that they may be monitored by video; (iii) not install, or use, or permit the use of video where any person may have a reasonable expectation of privacy; (iv) use broadband connectivity exclusively to transmit video images; (v) use the video system for security surveillance and management services only; (vi) not use the video system for any criminal, illegal, or otherwise unlawful activity; and (viii) obtain and keep in effect all permits or licenses required for the installation and operation of the video system. **YOU, FOR YOURSELF AND AS THE AUTHORIZED AGENT OF YOUR GUESTS, AGENTS, SERVANTS, REPRESENTATIVES AND EMPLOYEES (INDIVIDUALLY AND COLLECTIVELY, "ANY PERSON"), HEREBY CONSENT TO AHERN INTERCEPTING, RECORDING, RETRIEVING, REVIEWING, COPYING, DISCLOSING AND USING THE CONTENTS OF ALL TELEPHONE, VIDEO, WIRE, ORAL, ELECTRONIC, INTERNET, BROADBAND AND OTHER FORMS OF TRANSMISSION OR COMMUNICATION TO WHICH AHERN AND YOU OR ANY PERSON ARE PARTIES.**

**Q. Independent Contractors.** Ahern and its subcontractors are independent contractors and are not partners or joint ventures.

**R. Counterparts.** This Contract may be executed in any number of separate counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which, collectively and separately, shall constitute one and the same instrument. All signatures need not be on the same counterpart. Furthermore, this Contract and all documents relating hereto, whether previously or hereafter furnished may be reproduced by any photographic, digital storage or other similar process. The parties agree that any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding, whether or not the original is in existence and whether or not such reproduction was made by a party in the regular course of business.

**S. Interpretation.** This Contract shall be construed as if drafted jointly by the parties and no provision in this Contract shall be interpreted for or against any party because that party or that party's legal representation drafted the provision.

**T. Choice of Law.** The law of Wisconsin shall govern the validity, enforceability and interpretation of this Contract. The parties agree that the venue for any litigation shall be Fond du Lac County, Wisconsin.

LAST UPDATED 03-2024