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Date: 8/28/2024			Quote Proposal #: BRD-24-2144		
Proposal Submitted To: Grand Rapids Fire Department 104 SE 11th St			Job Name: Same		
Grand Rapids	MN	55744			
Attn: Travis Cole			Contact:		
Phone: (218)3267639		Fax:	Phone:		Fax:
E-Mail: tcole@grandrapidsmn.gov					

PROPOSAL

Pursuant to your request, we wish to offer the following for your consideration:

Annual Fire Alarm Inspection

- Fire Alarm-\$200
- Trip Charge \$25

*The final page of this document includes important information regarding Nardini Fire Equipment terms and conditions of service and products. This includes limitations of liability, contractual limitation in which you may bring a claim, disclaimers of warranty, and other terms that may impact Customer’s rights. By signing below, Customer’s authorized representative acknowledges and warrants that they have read, understood, and agreed to be bound by these conditions.

Thank you for the opportunity to offer our product and services. If you have any questions, please call.

Note: This NFE proposal may be withdrawn if not accepted within 30 days.

Acceptance of Proposal – The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made within 30 days.

Jeremy Engholm

08/28/2024

Jeremy Engholm
 jengholm@nardinifire.com

Date

Signature of Acceptance

Date

Nardini Fire Equipment Terms and Conditions of Service And Products.

- *Definition:** "Customer" is defined as Company, Entity, Person or End User which is executing this document. "Company" is defined as Nardini Fire Equipment.
- *Limitation of Liability:** Customer acknowledges that the Company is not an insurer of or against any potential or actual loss or damage to person or property, whether direct, incidental and/or consequential, that may occur in or at the premises. Company's total liability to customer for damages for any claims, losses or damages arising out of or in any way related to any cause whatsoever in relation to this agreement, whether based in contract, tort (including negligence), strict liability, breach of warranty or other cause, shall not exceed \$250.00. Notwithstanding the foregoing sentence, under no circumstances shall company be liable for any damages for loss of use, interruption of business, lost profits, revenue or opportunity, claims of third parties or for injury to persons or property or for any other special, exemplary, incidental, indirect, punitive, consequential or other damages of any kind or nature. If the Company is found liable for any loss or damage due to its gross negligence, the Company's liability shall not exceed \$7,500.00.
- *Warranty Disclaimer:** Except as provided in any specific warranty paragraphs, Company makes no warranty of any kind, express or implied, including but not limited to, any warranty of merchantability or warranty of fitness for a particular purpose.
- *For Inspections Only:** This agreement is not a guarantee or warranty that the system will in all cases provide the level of protection for which it was originally intended, is free of all defects and deficiencies, and is in compliance with all applicable codes. Customer agrees that it has not retained Company to make these assessments unless otherwise specifically indicated.
- *Indemnification:** Customer agrees to indemnify, hold harmless, defend, and release the Company from liability and shall reimburse the Company for any liabilities, damages, losses or expenses (including reasonable attorneys' fees, expert fees and costs (including litigation costs), injuries, claims, suits, judgments, and causes of action incurred by the Company in connection with any claims, suits, judgments and causes of action which relate to the products or services the Company provides. This indemnity includes claims brought by any third party, including, without limitation, Customer's insurance company, whether the claim arises under contract, warranty, tort, or any other theory of liability.
- *Waiver of Subrogation:** In case of any claim or loss, Customer agrees that it is responsible to maintain, and has sufficient insurance coverage to cover any potential claim or loss. Customer further agrees to look to its property and/or general liability insurance carrier for reimbursement. Customer and Company mutually agree to release one another from any and claims with respect to any loss covered by (or which should have been covered) the insurance coverages which were required and/or recommended that may be applicable to any property where Company performs services and/or provides materials for Company. For purposes of this Section, all deductibles shall be considered insured losses. They further mutually agreed that their respective insurance companies shall have no right of subrogation against the other on account thereof.
- *Customer Responsibilities:** Customer shall be responsible for maintaining adequate heat throughout the facility to prevent freezing or damage to the existing fire sprinkler system. The customer understands and expressly acknowledges that fire protection systems are susceptible to damage by water intrusion, ice, or other conditions inside the piping that the Company cannot detect upon inspection. In the event that water, ice, or other conditions occur which render the fire protection system inoperable or damaged, Company expressly disclaims any responsibility for such conditions, and assumes no responsibility to investigate the cause, source or extent of such condition. Customer acknowledges this warning, and acknowledges that under NFPA and other applicable codes and regulations, it is the responsibility of the customer to maintain its fire protection system, including but not limited to ensuring proper drainage. Failure to properly maintain or drain such systems may lead to breaks or other conditions that may render the fire protection system inoperable, or that damage to the system may result in injury, damage to property and loss of use.
- *Intent of Inspection:** This inspection/testing is not intended to be a code review, complete system or code compliance evaluation.
- *Contractual Limitation Period:** Customer expressly agrees that any claim, lawsuit, or cause of action, whether in contract, tort or other legal theory, relating in any way and/or arising out of Company's services and/or materials provided to Customer, its subsidiaries and/or its insurers, must be filed no more than one (1) year from the date the alleged damage(s) occurs, that is the subject of the claim, lawsuit and/or cause of action. Customer expressly waives any statutory and/or common law limitation period to the contrary.
- *Law and Jurisdiction:** This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Minnesota or North Dakota applicable to agreements made and to be performed entirely within such state, without regard to such state's conflict of laws rules. Company and Customer agree that any action brought by any party shall be brought and resolved exclusively by the state and federal courts located in Ramsey County (MN) or Cass County (ND), and the courts to which an appeal therefrom may be taken, provided that any party shall have the right, to the extent permitted by applicable law, to proceed against any other party or its property in any other location to the extent necessary for the enforcing party to enforce a judgment or other court order or arbitral award. Each of the parties hereby consents to the jurisdiction of such courts and waives all questions of jurisdiction and venue. The parties agree that either or both of them may file a copy of this Section with any court as written evidence of the knowing, voluntary and bargained Agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Legal process in any proceeding may be served on any party anywhere in the world.
- *Severability:** If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the Parties.
- *Integration:** This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

***Non-Solicitation:** Customer acknowledges and agrees that the employees of Company who perform the services are a valuable asset to Company and are difficult to replace. Accordingly, Customer agrees that, for a period of one (1) year after the completion of said services, it will not, directly or indirectly, solicit, recruit, hire or otherwise employ any employee or agent of Company who performed such services. If Customer violates this paragraph, Customer will pay to Company damages equal to one hundred percent (100%) of that individual's annual salary. For purposes of this Agreement only, an "individual's" annual salary shall mean the individual's annual salary with either Company or with Customer, as of the date of Customer's violation of this paragraph, whichever is greater.

***Product/Item Return Policy:** Company will honor the return of product(s) within 30 days of purchase, providing the Manufacturer's approval, for credit of original invoice price minus a 35% restock fee. Product(s) that have been used or installed will not be accepted for return. The product(s) must be returned in the original package and resaleable condition, with a copy of the invoice and a note stating the reason for the return.