



LIVING CONNECTED L&A SYSTEMS, LLC

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February 7th, 2024

Marshall Fire Hall
201 Saratoga Street
Marshall MN 56258

Marshall Fire Hall, City of Marshall

Living Connected is proud to offer you this proposal for to **Add 4 more door at the Fire Hall on Your Door Access System** Installation of this Door system will bring you peace of mind while at work or away, knowing that you're building is secured lock doors.

<u>Material</u>	<u>Cost \$11,588.21</u>
<u>Labor</u>	<u>Cost \$9,720.00</u>
<u>Total</u>	<u>Sum of \$21,308.21</u>

If you need to order Cards Or Fobs Cost of them

<i>Cards 26bit</i>	<u><i>Sum of \$5.50 Each</i></u>
<i>Fobs 26bit</i>	<u><i>Sum of \$10.00 Each</i></u>

This proposal ***DOES NOT include*** The network switch not included and punch down panel **Any work by other trades in association with the Door Access System.**

Please see reverse side for our Warranty and Terms and Conditions of sale. Terms for this project will be 50% due when the equipment is ordered and 25% due at substantial completion of install. At acceptance of this proposal, please sign and return one copy.

Proposal Accepted by _____ Date _____

Printed Name _____

Proposal by Scott Wernimont _____ Date _____

Living Connected

Terms and Conditions of Sale

Offer and Acceptance. By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions. Seller's acceptance of any offer by Buyer to purchase the products and services is expressly conditional upon the Buyer's assent to all of the terms and conditions herein, including any terms additional to or different from those contained on the offer to purchase.

Scope of Work. This proposal is based upon the Buyer allowing five (5) working day's notice for the Seller to commence work and for the use of straight time labor only. Unless otherwise included, plastering, painting, papering etc. are excluded. Buyer agrees to provide Seller with required utilities including electricity, toilet, heat, lighting etc. without charge. Seller agrees to keep the jobsite clean of debris arising out of its own operations. Buyer shall not back charge Seller for any costs or expenses without the written consent of Seller.

Invoice and Payment. Unless otherwise provided on the reverse hereof, Buyer shall pay Seller at the time Buyer signs this agreement an advance payment of 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder and purchaser agrees to pay Seller additional amounts invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request as the work progresses; to the extent payments are received. Payments shall be due ten days from the date of each invoice, without discount. All payments made after the due date will be subject to a service charge of the maximum allowable by applicable law.

Warranty. All components installed into the system will be warranted by their respective manufacturers. Seller will remove and replace any components requiring service by manufactures for a nominal charge unless covered by a service contract or extended warranty. The installation services provided by Seller are warranted for one (1) year from date of installation. These warranties do not extend to equipment or installations which have been altered or repaired by others, abused or misused, or which have not been properly and reasonably maintained. Seller specifically disclaims any other warranties, including the warranties of merchantability and fitness for a particular purpose. There are no other warranties, express or implied.

Liability. Seller shall not be liable for any special, indirect, or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.

Delays. Seller shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Seller's control, including but not limited to acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Buyer, owner or other contractors or delays caused by suppliers or subcontractors of Seller etc.

Additional Work. Any additional work performed by Seller for Buyer, beyond the scope of this contract, shall be performed in accordance with these general terms and conditions, and Buyer shall pay Seller for the same at Seller's then current rate for such services, or as may be otherwise negotiated by the parties.

Title. The products furnished under this contract shall remain the property of Seller until paid for, and the Buyer agrees to perform all acts which may be necessary to perfect and assure retention of title to such products by Seller.

The product and services provided by Seller under this contract constitutes improvements to real estate.

Any person or company supplying labor or materials for this improvement to your (Buyers) property may file a lien against your (Buyers) property if that person or company has not been paid for the contributions.

Under Minnesota Law, you (Buyer) have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price or withhold the amounts due them from us (Seller) until 120 days after completion of the improvement unless we (Seller) give you (Buyer) a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you (Buyer) timely notice.

Disputes. All disputes involving more than \$10,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorneys fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

Insurance. Seller shall supply to Buyer upon request a Certificate of Insurance indicating the level of coverage.

Governing Law. The validity, interpretation and performance of the terms and conditions of this contract shall be governed and construed in accordance with the laws of the State of Minnesota.

Entire Agreement. This proposal, upon acceptance, shall constitute the entire agreement between parties and supersedes any prior representations or understandings.

Changes. No change or modification if any of the terms and conditions stated herein shall be binding upon Seller unless accepted by Seller in writing.