

## AGREEMENT FOR CENTRAL STATION MONITORING

THIS AGREEMENT is made this \_\_\_\_\_ day of December, 2025, between Gene Ptacek & Son Fire Equipment Company, at 7310 Associate Ave., Cleveland, OH 44144, (hereinafter referred to as "Company") and City of Willowick hereinafter referred to as "Subscriber."

Company shall provide to Subscriber, without liability and not as an insurer, the service for remote monitoring of Subscriber alarm equipment, at the premises of Subscriber located at Manry Park Pool Pump House, 30100 Arnold Rd., Willowick, OH 44095 in accordance with the schedule of services herein.

**TERMS AND PAYMENT:** Subscriber agrees to pay Company, its agents or assigns, the sum of: Contract Amount \$595.00 +tax paid in full prior to commencement of service for a term of one year.

This Agreement shall constitute the entire Agreement between the parties hereto, which shall not be amended in any respect, except by an Agreement in writing executed by the Subscriber and by a duly authorized representative of Company.

1. SUBSCRIBER AGREES AND UNDERSTANDS: THAT GPS IS NOT AN INSURER AND THAT INSURANCE COVERING PERSONAL INJURY, INCLUDING DEATH, AND REAL OR PERSONAL PROPERTY LOSS OR DAMAGE IN, ABOUT OR TO THE PREMISES SHALL BE OBTAINED BY THE SUBSCRIBER; THAT COMPANY, EXCEPT AS SET FORTH HEREIN, MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE; THAT THE EQUIPMENT AND SERVICES ARE DESIGNED TO REDUCE, BUT NOT ELIMINATE, CERTAIN RISKS OF LOSS AND THAT THE AMOUNTS BEING CHARGED BY GPS ARE NOT SUFFICIENT TO WARRANT OR GUARANTEE THAT EITHER NO LOSS OR DAMAGE WILL OCCUR OR INCREASED LOSS OR DAMAGE WILL NOT OCCUR; THAT GPS IS NOT LIABLE FOR ANY LOSS OR DAMAGE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUS WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT EVEN IF DUE TO THE IMPROPER PERFORMANCE OF AND/OR FAILURE TO PERFORM OF THE EQUIPMENT, OR BREACH OF CONTRACT, EXPRESS OR IMPLIED, OR BREACH OF WARRANTY, EXPRESS OR IMPLIED, OR BY LOSS OR DAMAGE TO FACILITIES NECESSARY TO OPERATE THE SYSTEM OR ANY CENTRAL STATION; THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF GPS FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE, REAL OR PERSONAL, WHICH IS IN CONNECTION WITH, ARISES OUT OF OR FROM, OR RESULTS FROM THE DESIGN, SALE, LEASE, INSTALLATION, REPAIR, INSPECTION, TEST, SERVICE, PROGRAMMING OR MONITORING OF ANY EQUIPMENT OR SYSTEM, AND/OR THE DISPATCH OF INDIVIDUALS TO THE PREMISES, AND/OR THE FAILURE OR FAULTY OPERATION OF THE SYSTEM OR EQUIPMENT, AND/OR THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF GPS AND/OR ITS AGENTS, SERVANTS, EMPLOYEES, SUPPLIERS OR SUBCONTRACTORS, INCLUDING, WITHOUT LIMITATION, ACTS, ERRORS OR OMISSIONS WHICH OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT, AND/OR ANY CLAIM(S) BROUGHT IN PRODUCT OR STRICT LIABILITY, AND/OR BREACH OF WARRANTY, EXPRESS OR IMPLIED, AND/OR BREACH OF CONTRACT, EXPRESS OR IMPLIED, AND/OR FOR CONTRIBUTION OR INDEMNIFICATION, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE AND/OR CONSEQUENTIAL DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$250.00, AND THIS LIABILITY SHALL BE EXCLUSIVE.

2. RECEIPT OF COPY: Subscriber acknowledges receipt of a copy of this Agreement and specifically acknowledges that an opportunity was afforded to examine all provisions of this Agreement.

3. CENTRAL OFFICE MONITORING: Upon receipt of a signal from the system, the Company or its designee communication center shall make reasonable effort, in accordance with the Company policies and procedures, to notify Subscriber and the appropriate municipal police or fire department. Subscriber acknowledges that designee communication center and Company does not assume any responsibility for the manner in which such signals are monitored or the response, if any to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves or other modes of communication pass through communication networks wholly beyond the control of Company and are not maintained by the Company and therefore Company shall not be responsible for any failure which prevents transmission signals from reaching the

central office monitoring center or damages arising there from. Subscriber authorizes Company to access the control panel to input or delete data and programming. If the equipment contains listening devices permitting central office to monitor sound then upon receipt of an alarm signal central office shall monitor sound for so long as central office in its sole discretion deems appropriate to confirm an alarm condition. If Subscriber requests Company to remotely activate or deactivate the system, change combinations, openings or closing, or reprogram system functions, Subscriber shall pay Company for such service at the Company's prevailing rate. Central station is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property.

4. RENEWAL: At the expiration of the initial Term, this Agreement shall automatically renew for another period of equal length, unless either party shall notify the other of the desire to terminate the agreement. Notice to terminate shall be not less than thirty (30) days prior to the expiration of the original Agreement or the expiration of any renewal period.

5. INCREASE ANNUAL SERVICE: Notwithstanding the terms and conditions set forth herein, and subject to the limitations set forth below, after the expiration of the initial (1) year agreement and for each year thereafter for as long as this Agreement remains in effect, the company may, at any time, but in no case more frequently than one time per year, increase the annual service charge.

6. SUSPENSION OR CANCELLATION: This Agreement may be terminated at the option of the Company at any time in the event that the Company's Central Office is destroyed or so substantially damaged by fire or other catastrophe that is impracticable to continue service or in the event that the Company is unable either to secure or retain connections or privileges necessary for the transmission of signals by means of conductors between the Subscriber's premises and the Company's Central Station and the Municipal Fire or Police Department or between the Subscriber's premises and the Municipal Police or Fire Department or other Agency and the Company shall not be liable for any damages or subject to any penalty as a result of such termination. In the event of such termination, the Company shall refund the Subscriber any advance payments made for service to be supplied subsequent to the date of termination less any amount still due the Company.

7. DEFAULT AND TERMINATION: In the event Subscriber defaults in the performance of any of the terms or conditions of the Agreement, including failure to make any payment as agreed herein, the balance of the monies due for the unexpired term of this Agreement shall become immediately due and payable at the option of the Company. In addition, Subscriber agrees to pay the Company all sums to which the Company may be entitled under the law by virtue of said default. Upon termination of monitoring services for any reason, the receipt of signals from "runaway" Systems, Systems which excessively signal GPS's Central Station without apparent reason or Premises or Systems not under contract with GPS, Subscriber empowers and authorizes GPS to refrain from monitoring the System and/or to render the equipment incapable of communicating with its Central Station by direct or remote programming the removal or deletion of data inputted by GPS for operation of the System or through any other means without any liability to Subscriber, and Subscriber hereby releases GPS for all general, special, incidental and consequential expense, loss and damage to Subscriber, whether due to the sole, joint or several negligence of GPS, its agents, servants, employees, suppliers or sub-contractors. If Subscriber prevents GPS from exercising its rights under this Section, Subscriber agrees to pay to GPS the sum of Fifty (\$50.00) Dollars for each signal from the Premises received by the Central Station, as liquidated damages and not as a penalty, plus all damages, losses, costs and expenses including, without

limitation, reasonable attorney's fees and court costs incurred by GPS as a party in any action at law or in equity arising out of this Section.

8. DELINQUENCY; RECONNECT CHARGES; INTEREST: In the event any payment due hereunder is more than fifteen (15) days delinquent, the Company may impose and collect a delinquency charge of 2% per month, or the highest amount allowed under the law, of the amount of delinquency. If the alarm system is deactivated because of Subscriber's past due balance, and Subscriber desires to have the system reactivated, Subscriber agrees to pay in advance to the Company, a reconnect charge.

9. ASSIGNMENT: This Agreement is not assignable by Subscriber except upon written consent of the Company first being obtained. Company shall have the right to assign this Agreement and shall be relieved of any obligations herein upon such assignment. Company shall be permitted to assign this Agreement and upon such assignment shall have no further obligation hereunder.

10. VERBAL OR OTHER AGREEMENTS: There are no verbal understandings changing or modifying any of the terms of this Agreement. Any subsequent modifications to this Agreement must be in writing, signed by both the Subscriber and an authorized agent of the Company, except that in the event Company issues a UL Certificate to Subscriber, Company will comply with Underwriters Laboratory Inc. requirements regarding items of protection provided for in this Agreement. This constitutes the entire Agreement between Subscriber and Company and no representation or statement not contained herein shall be binding upon either party to this Agreement.

11. SUBSCRIBER DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all 110-volt AC power and electrical outlets and receptacles, telephone hook-ups, RJ31 block or equivalent, internet connection, high speed broadband cable or DSL and IP Address, as deemed necessary by Company.

12. RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that Company is authorized and permitted to subcontract any services to be provided by Company to third parties who may be independent of Company, and that Company shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties and Subscriber appoints Company to act as Subscriber's agent with respect to such third parties, except that Company shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this Agreement and particularly those paragraphs relating to Company's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and communication centers of Company.

13. ATTORNEY'S FEES: If it shall become necessary for the Company to institute legal proceedings to collect any of the charges set forth herein or to regain possession of its equipment, the unsuccessful party shall pay to the successful party reasonable attorney's fees. In the event that the Subscriber institutes legal proceedings against Company, Subscriber agrees to pay to the company any and all reasonable attorney's fees if the Subscriber is not successful in the action.

14. SIGNALING AND NOTIFICATION: This shall be provided if this Agreement includes a charge for Signaling and Notification Service and in the event an alarm signal registers at the Company's central office, Company shall endeavor to notify third party professional agencies designated by Subscriber or the Subscriber's designated representative. In the event that a digital communicator is used as the method of transmission, Subscriber realizes that the alarm is not continually supervised and,

therefore, if the telephone line is cut, damaged or otherwise rendered inoperative, Company will have no knowledge of this fact at its central office. Subscriber is aware of this inherent limitation in a system relying on a digital communicator as the means of transmission.

15. SUBSCRIBER'S RESPONSIBILITIES:

A. Carefully and properly set the alarm system upon the closing of the premises.

B. The Company recommends testing of the system at least one time a week, but no less than one time per month.

C. Notify the Company immediately if any defect in the operation of the system is discovered.

D. Furnish the Company immediately with a list of the names and phone numbers of all persons authorized to enter the premises of the Subscriber during closed periods. All changes, revisions and modification of the list shall be provided to the Company in writing, immediately upon the making of such changes.

E. Where water-flow monitoring service is provided, Subscriber shall replace, at his sole expense, all wet and dry valves which are not acceptable to the Authority having jurisdiction to prescribe standards for equipment connected to the Company's devices.

F. Where fire alarm or detection monitoring service is provided, Subscriber agrees to maintain the premises in compliance with all applicable building and fire codes.

16. NON-RENEWAL: In the event of non-renewal of this Agreement or default in the monthly payments, the Company shall have the right to enter Subscriber's premises with or without notice to disconnect the system or remotely program or delete software, without obligation to repair or redecorate the premises or any other liability, but such disconnection shall not be held to constitute a waiver of the Company's right to collect any and all charges payable under the terms of this Agreement.

17. FALSE ALARMS/PERMIT FEES: Company shall have no liability for permit fees, false alarms, false alarm lines, police response, or the refusal of the police to respond in the event of termination of police response by the municipal police this contract shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should the Company be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of the Agreement, Subscriber agrees to pay Company for such service or material.

18. IT IS UNDERSTOOD AND AGREED, that the Company's obligations relate solely to the equipment installed at the premises. It is further agreed that the obligation of the Company to monitor the system terminates when Subscriber is in default of payment by 30 days or more.

19. EXCULPATORY CLAUSE: Subscriber agrees that Company is not an insurer and no insurance coverage is offered

herein. The system is designed to reduce certain risks of loss, though Company does not guarantee that no loss will occur. Company is not assuming liability and therefore shall not be liable to subscriber for any loss, personal injury or property damage sustained by Subscriber as a result of burglary, theft, hold-up, fire, equipment failure, smoke or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by Company's negligent performance, failure to perform any obligation or strict products liability. Subscriber releases Company from any claims for contribution, indemnity or subrogation.

20. LIMIT OF LIABILITY: SHOULD THERE ARISE ANY LIABILITY ON THE PART OF THE COMPANY AS A RESULT OF THE COMPANY'S FAILURE TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR THE FAILURE OF EQUIPMENT OR SERVICE IN ANY RESPECT OR FOR ANY REASON, THEN THE COMPANY'S LIABILITY SHALL BE LIMITED TO THE GREATER OF (1) THE SUM OF \$500.00 OR (2) A SUM EQUAL TO 80% OF ALL CHARGES PAID BY THE SUBSCRIBER TO THE COMPANY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE LOSS, FOR EQUIPEMNT, INSTALLATION AND/OR SERVICES UTILIZED AT THE PREMISES REFERRED TO IN PARAGRAPH 1, AS THE AGREED UPON DAMAGES AND NOT AS A PENALTY AS THE EXCLUSIVE REMEDY. IF SUBSCRIBER WISHES TO INCREASE THE COMPANY MAXIMUM AMOUNT OF LIABILITY THE SUBSCRIBER MAY, BY ENTERING INTO A SUPPLEMENTAL AGREEMENT, OBTAIN HIGHER LIMITS OF LIABILITY BY PAYING AN ADDITIONAL AMOUNT CONSONANT WITH THE COMPANY'S INCREASED LIABILITY. The provisions of this paragraph shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to person or property from performance or non-performance or obligations, imposed by this Agreement.

21. Upon termination of monitoring services for any reason, the receipt of signals from "runaway" Systems, Systems which excessively signal GPS's Central Station without apparent reason or Premises or Systems not under contract with GPS, Subscriber empowers and authorizes GPS to refrain from monitoring the System and/or to render the equipment incapable of communicating with its Central Station by direct or remote programming the removal or deletion of data inputted by GPS for operation of the System or through any other means without any liability to Subscriber, and Subscriber hereby releases GPS for all general, special, incidental and consequential expense, loss and damage to Subscriber, whether due to the sole, joint or several negligence of GPS, its agents, servants, employees, suppliers or sub-contractors. If Subscriber prevents GPS from exercising its rights under this Section, Subscriber agrees to pay to GPS the sum of Fifty (\$50.00) Dollars for each signal from the Premises received by the Central Station, as liquidated damages and not as a penalty, plus all damages, losses, costs and expenses including, without limitation, reasonable attorney's fees

and court costs incurred by GPS as a party in any action at law or in equity arising out of this Section.

22. Company shall not be liable in damages for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control, including but not limited to, acts of God, such as earthquakes, hurricanes, floods, tornadoes and fires; government restrictions (including the denial or cancellation of any export of other necessary license); human events such as wars, riots, or other major upheavals; performance failures outside the control of the Company, such as disruptions in telephone service, labor disputes other than those of the contractual parties, or supplier problems (product unavailable).

23. PRIOR AGREEMENTS: Subscriber warrants and represents that Subscriber is not under any enforceable agreement with any other party concerning alarm systems of any kind and description installed at the premises and furthermore Subscriber agrees to indemnify and save harmless Company against all claims, demands, suits, expenses and damages by judgment or otherwise, which may be now or hereafter incurred as a result of or arising out of any agreement that Subscriber may have entered into with any party concerning any such alarm systems of every kind and description. Subscriber will pay all said sums, including reasonable attorney's fees for the defense of any such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnification provision.

24. NON-SOLICITATION: Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ in any capacity any employee of Company assigned by Company to perform any service for or on behalf of Subscriber, for a period of two years after Company has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, Company shall recover from Subscriber an amount equal to such employee's salary, based upon the average three months preceding employee's termination of employment with Company, times twelve, together with Company's counsel and expert witness fees.

25. VENUE CLAUSE: Any dispute arising from this Agreement shall be subject to resolution only in the venue of the Parma Municipal Court, Cuyahoga County, Ohio, or whichever venue is deemed proper in accordance with monetary jurisdiction considerations.

26. RUNAWAY: In the event that subscriber's system goes into a runaway condition or excessively signals GPS's Central Station, subscriber agrees to allow GPS to gain entry within 1 hour into your facility to repair system or disable communicator to stop signals until repairs can be made. In the event that GPS is not given entry into subscriber's facility, subscriber may be required to pay any and all additional fees that are incurred by GPS from the Central Station.

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE HEREOF INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

YOU THE SUBSCRIBER (CONSUMER TRANSACTION ONLY) MAY CANCEL THIS TRANSACTION PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

Subscriber

GPS Fire Equipment Co.

Subscriber

Officer or Authorized agent of the company

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THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT ARE INCORPORATED HEREIN AND BY REFERENCE MADE A PART HEREOF, SUBSCRIBER ACKNOWLEDGES THAT HE/SHE HAS EXAMINED AND UNDERSTOOD SAME.

This Agreement shall not be binding upon Company, unless approved in writing by an officer or authorized agent of the Company. In the event of failure of approval, the sole liability of the Company shall be to refund to Subscriber the amount that has been paid to Company, upon the signing of this Agreement.