



Submitted To (Customer):		Provided By:	
Clark County Health Department	Doug Bentfield	Koorsen Fire & Security	Eric Gray
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Jeffersonville, IN 47130-3887	(812) 282-7521	Louisville, KY 40258-2827	Cell: (502) 376-9408
Acct: 1000233751			888-Koorsen (566-7736)

Service Location (if different than above):

Billing: Time of Service

Koorsen Fire & Security is committed to providing you the best service and solutions to safeguard your facility and occupants from fire hazards and security concerns. Koorsen has been an industry leader since 1946 and will continue its strong tradition as one of the top fire and life safety providers. We appreciate the opportunity to provide the professional fire protection products and services your company demands and trusts.

The following services are included in this agreement as indicated below and as described on the attached pages.

Service	Contract Length	# Inspections per Year	Per Inspection	Annual Fee
3-Year Leak Test	1 Year	1	\$290.00	\$290.00
5-Year FDC Hydro	1 Year	1	\$425.00	\$425.00
5-Year Internal Pipe	1 Year	1	\$465.00	\$465.00
Backflow Devices	1 Year	1	\$285.00	\$285.00
Fire Alarm & Detection Systems	1 Year	1	\$395.00	\$395.00
Fire Extinguishers	1 Year	1	\$124.00	\$124.00
Fire Sprinkler Systems	1 Year	1	\$350.00	\$350.00
Total (annual fee for all services indicated above):				\$2,334.00

Note: Sales tax, if applicable, is NOT included in the price above. A processing fee of 3% will be added to any credit card transaction.

Billing: An invoice for the total annual fee will be sent upon signed acceptance of this agreement or billed as indicated above. Upon credit approval, all charges shall be paid NET 30 Days from the date of invoice. This agreement does not include municipal or billing portal fees. If applicable, these fees will be billed separately.

By signing below, Customer accepts all terms and conditions outlined on the following pages.

Koorsen Fire & Security

Signature: Eric Gray
D4A706C78EC04D6...

Title: Territory Account Manager

Date: 10/15/2024

Customer's Acceptance

Signature: Doug Bentfield
4A263F77063C4DC...

Title: Administrator

Date: 10/16/2024

Printed: Doug Bentfield

Inspection Services - 3-Year Leak Test

Insp. per Year: 1 **Level:** Inspect / Test & Inspect
Price per Insp.: \$290.00 **Month Insp. is Due:** November

Covered Equipment Counts

 1 3-Year Leak Test

Included Services:

- Close main control valve for dry fire sprinkler system riser
- Relieve water pressure under dry valve clapper
- 2 hour test - adjust system pressure to 40psi
- 4 hour test - shut off compressor and isolate air on system riser (when required)
- Observe system for leaks during hold period
- Following test period, turn air compressor back on and restore system to proper air pressure
- Following test period, restore water pressure under dry valve clapper
- Open main control valve for dry fire sprinkler system riser
- Confirm there are no leaks before leaving system in service

Inspections are to be completed during regular business hours.

Initial
DB

 X If checked, see "Addendum" for additional information or clarifications.

Customer's Initials: _____

Inspection Services - 5-Year FDC Hydro

Insp. per Year: 1 **Level:** Inspect / Test & Inspect
Price per Insp.: \$425.00 **Month Insp. is Due:** November

Covered Equipment Counts

 1 5-Year Fire Department Connection (FDC) Hydro

Included Services:

- Isolate and drain fire sprinkler system associated to FDC
- Inspect FDC check valve and verify that all components operate correctly, move freely, and are in good condition
- Install blind flange or cap based on type of FDC check valve in service
- Pressurize FDC to 150psi and hold for a period of 2 hours
- Drain FDC
- Following test, reinstall check valve using new couplings or flange kits
- Fill fire sprinkler system with water and check for leaks before leaving in service

Inspections are to be completed during regular business hours.

The following additional fees are included in the price above:

- Confined Space Required
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Initial

DB

 X If checked, see "Addendum" for additional information or clarifications.

Customer's Initials: _____



Inspection Services - Backflow Devices

Insp. per Year: 1 **Level:** Inspect / Test & Inspect
Price per Insp.: \$285.00 **Month Insp. is Due:** November

Covered Equipment Counts

- 1 Pit Entry
- 1 Preventer Test - Domestic
- 1 Preventor Test - Fire Line

Included Services:
• Test backflow preventors inspected by certified backflow technicians.

Inspections are to be completed during regular business hours.

 X If checked, see "Addendum" for additional information or clarifications.

Customer's Initials: Initial
DB

Inspection Services - Fire Alarm & Detection Systems

Insp. per Year: 1 **Level:** Inspect / Test & Inspect
Price per Insp.: \$395.00 **Month Insp. is Due:** November
Sensitivity Testing Included: No **Year Sensitivity is Due:**

Covered Equipment Counts

<u> 2 </u> Batteries	<u> 1 </u> Pull Stations
<u> 1 </u> Control Panels	<u> 5 </u> Smoke Detectors
<u> 1 </u> Remote Annunciators (Alphanumeric, Graphic, Video, Point-LED)	<u> 1 </u> Tamper Switch Monitoring Modules
<u> 1 </u> Flow Switch Monitoring Modules	<u> 22 </u> Notification Devices

Included Services:

- Check fire alarm panel to ensure that the alarm initiating devices are functioning properly
- Verify the alarm indicating devices are functioning properly
- Verify that the supervisory / trouble signal initiating devices are functioning properly
- Verify system primary and auxiliary power supplies, including battery backups, are sufficient
- Functionally test detectors with test smoke
- Pull every pull station and check their accessibility
- If the facility has a remote annunciator, verify that the points being monitored are correct
- If the system is monitored, verify the signal reached the monitoring company

Inspections are to be completed during regular business hours.

Initial
DB

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Customer's Initials: _____



Inspection Services - Fire Extinguishers

Insp. per Year: 1 **Level:** Inspect / Test & Inspect
Price per Insp.: \$124.00 **Month Insp. is Due:** November

Covered Equipment Counts

 4 ABC Extinguishers 1 FE-36 Extinguishers

Included Services:

- Visually inspect extinguisher
- Check the test and maintenance dates
- Weigh extinguisher (CO2 & halogenated agents)
- Visually inspect pressure gauge
- Install new tamper seal (some units may require additional steps)
- Inspect discharge hose and check for continuity (for CO2 units)
- Inspect valve assembly
- Clean & rehang extinguisher
- Attach a new certification tag
- Fill out fire and safety report

Inspections are to be completed during regular business hours.

Initial

DB

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Customer's Initials: _____



Inspection Services - 5-Year Internal Pipe

Insp. per Year: 1 **Level:** Inspect / Test & Inspect
Price per Insp.: \$465.00 **Month Insp. is Due:** November

Covered Equipment Counts

 1 5-Year Internal Pipe (wet or dry riser)

Included Services:

- Close control valve on system(s) to be internally inspected.
- Drain system(s) to be internally inspected.
- Determine location where flushing or end cap will be used for inspection.
- Remove end cap or open flushing connection.
- Determine closest sprinkler branch line from end cap or flushing connection to be removed.
- Remove sprinkler for internal inspection.
- Determine if enough of a presence of foreign organic or inorganic is found to obstruct pipe or sprinklers and possibly require an obstruction investigation or flushing.

Inspections are to be completed during regular business hours.

 X If checked, see "Addendum" for additional information or clarifications.

Customer's Initials: Initial
DB



Inspection Services - Fire Sprinkler Systems

Insp. per Year: 1 **Level:** Inspect / Test & Inspect
Price per Insp.: \$350.00 **Month Insp. is Due:** November

Covered Equipment Counts

 1 Dry Risers

Included Services:

- Flow water at each full inspection
- Inspect all fire department connections
- Inspect all flow switches
- Inspect all control valves and tamper switches
- Perform a main drain test on all risers noting static and residual water pressure
- Test alarms on sprinkler systems
- If there are dry pipe valves, inspect for proper air and water pressure and priming water level
- Perform an annual full or partial trip test
- Drain all low point drains identified by the Customer on dry systems
- Verify that the monitoring company receives signal of water flow supervisory devices

Inspections are to be completed during regular business hours.

Initial

DB

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Customer's Initials: _____

Addendum

3-Year Leak Test

PRESSURE TESTING OF PIPING INSIDE THE BUILDING
DONE EVERY 3 YEARS PER NFPA25
ONE TIME CHARGE:

5-Year FDC Hydro

Pressure testing of piping from Fire Department connection into the building.
CONFINED SPACE ENTRY

5-Year Internal Pipe

5 Year Internal Can be done from a ladder. Per NFPA 25.
This looks for internal foreign matter and debris.
Includes up to 2 new gauges
ONE TIME CHARGE:

Backflow Devices

1 Fire Line and 1 Domestic BF in PIT
CONFINED SPACE ENTRY
Performed Annually

Fire Alarm & Detection Systems

Fire Alarm Inspected Annually

Fire Extinguishers

Fire Extinguishers Inspected Annually.
Replace unit in Elevator room with 5# ABC \$89.00 Each
Service and move unit from Elevator Room to Hallway by IT Closet
Add 1 new 5# Upstairs near lobby \$89.00 Each
Service existing extinguishers as needed.

Fire Sprinkler Systems

Inspection of 1 Dry System Annually
Missing Wrench and Needs Break Away lock outside at PIV to be invoiced on first trip.

Initial
DB

Customer's Initials: _____



Term, Renewal, Expiration, Initial Deficiencies, Returned Merchandise & Conditions

Prices per this quotation are in effect for 30 days from the date of this quote. This Agreement, following the initial term, shall automatically renew for (1) year unless Customer provides notice of termination at least sixty (60) days before the expiration of the initial term or any renewal. If Customer terminates the Agreement without the required notice, Customer agrees to pay fifty (50) percent of the most recent annual fee as liquidated damages. Koorsen may terminate this Agreement at any time upon thirty (30) days written notice.

Customer agrees that at the time of any renewal of this Agreement, Koorsen may increase the annual fee for the renewal thereof. Customer agrees to pay the full amount of such increase, which does not exceed a 5% increase over the previous annual fee. In the event Koorsen increases the annual fee by an amount greater than 5%, Customer may terminate the Agreement upon written notice to Koorsen within fifteen (15) days of notification of such increase. No returned merchandise accepted for credit unless authorized. All claims must be made within 5 days of invoice.

THE ATTACHED CONDITIONS ARE INCORPORATED IN THIS AGREEMENT. PLEASE READ CAREFULLY. KOORSEN IS NOT AN INSURER. OUR MAXIMUM LIABILITY IS LIMITED TO THE GREATER OF 10% OF THE ANNUAL SERVICE CHARGE OR \$500.00. USER ACKNOWLEDGES RECEIPT OF COPY AND THAT HE HAS READ AND UNDERSTANDS THE CONDITIONS OF THE AGREEMENT.

It is understood that Koorsen Fire & Security, Inc. (KFS) is not an insurer, that it shall specifically be the obligation of customer to purchase any insurance which customer shall be exempt from liability for loss, damage or injury due directly or indirectly to occurrences or consequences therefrom which the Product Service is designed to detect or avert, and to identify KFS as an additional insured on such insurance policy.

The amounts payable to KFS hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of the customer's property or property of others located in customer's premises. KFS makes no guaranty or warranty which extends beyond the description on the face hereof, including any implied warranty of merchantability or fitness, that the Product or Services supplied will avert or prevent occurrences or the consequences therefrom which the Product or Services is designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of KFS to perform any of its obligations hereunder. The customer does not desire this contract to provide for full liability of KFS and agrees that KFS shall be exempt from liability for loss, damage or injury due directly or indirectly to occurrences or consequences therefrom which the Product or Service is designed to detect or avert. That if KFS should be found liable for loss, damage or injury due to a failure of service or equipment in any respect, its liability shall be limited to a sum equal to 10% of the annual service charge, or \$500, whichever is greater, as the agreed upon damages and not as a penalty, as the exclusive remedy, and that the provisions of this paragraph shall apply if loss, damage or injury, irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligation imposed by this contract or from negligence, active or otherwise, of KFS, its agents or employees. No suit or action shall be brought against KFS more than one (1) year after the accrual of the cause of action therefore, in the event any person not a party to this agreement shall make any claim or file any lawsuit against KFS for failure of its equipment or service in any respect, customer agrees to indemnify and hold KFS harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorney's fees.

So far as it is permitted by customer's property insurance coverage, customer hereby releases, discharges and agrees to hold KFS harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the customer's premises whether said claims are made by customer, his agents, or insurance company or other parties claiming under or through customer. Customer agrees to indemnify KFS against and defend and hold KFS harmless from any action for subrogation which may be brought against KFS by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorneys' fees.

It is further agreed that the limitations on liability and the obligations of the customer, expressed herein, shall inure to the benefit of and apply to all parent, subsidiary and affiliated KFS companies as well as to any company which KFS may contract with to provide any of the services set forth herein. If this agreement provides for a direct connection to a municipal police or fire department or other organization, that department, or other organization may invoke the provisions hereof against any claims by the customer due to any failure of such department or organization.

General

This agreement is the only agreement between Koorsen Fire & Security and the undersigned customer and supersedes all previous agreements with respect to its subject matter. This agreement may not be modified except in writing and signed by both parties.

Service Availability, Accessibility, and Covered Equipment

Routine inspections if required will be performed between 8:00 a.m. and 5:00 p.m. Monday through Friday. In the event the customer requests service at other times or Saturdays, Sundays or holidays, the customer agrees to pay additional charges, unless covered by agreement.

If access to locked or restricted areas is required to provide the services covered by this Agreement, Customer agrees to provide KFS a key or escort. Customer acknowledges that failure to provide these may cause KFS additional time and expense to perform the services. KFS reserves the right to add additional fees to the agreement in this case.

If this agreement includes Managed Access Control Services, the Customer must provide a connection to the Internet for the system.

If Koorsen is required to provide a lift to perform this agreement, there will be an additional charge, unless covered by this agreement.

This agreement is based upon the device counts listed. KFS reserves the right to add additional fees if the actual device counts are in excess of the contracted amount.

Exclusions

Koorsen Fire & Security will not be responsible for repair or damage caused by: (a) Unauthorized modifications or attachments, (b) Misuse or external causes such as accident or disaster, which shall include, but not be limited to fire, water, wind and lightning, neglect, interruptions in the building's main electrical service or alterations of equipment. You understand that a servicing agency may reserve the right to decline service if equipment is improperly installed by others, has been tampered with by unqualified personnel, is inadequate for purpose intended, or if contrary to fire prevention regulations.

Unless specifically stated as covered/included in this agreement, the labor and agent required to re-charge a system or device is not included.

For repair of any sprinkler system, it is customer's responsibility to show KFS all drain valves, including those hidden above the ceiling or in a wall. KFS will not be responsible for water damage caused from any undisclosed drain valve, whether or not it was known to customer. Customer is responsible for draining all low points following a Koorsen's inspection for all dry sprinkler systems.

Agreement Termination Penalty

Customer acknowledges that the contract option provides a discounted rate and that early termination of the agreement will result in financial damage to KFS. In the event of early termination by Customer, Customer shall be liable to KFS for a termination penalty of one year's annual fee. Early termination shall mean any act of Customer which effectively ends the agreement. Customer shall be liable to KFS for any and all costs and expenses, including actual attorney fees, associated with the collection of the termination penalty if necessary.

Performance Guidance

If KFS does not perform services to the satisfaction of the Customer, the Customer may elect to terminate the agreement at any time. To terminate the agreement, the Customer must give KFS 30 days written notice and an opportunity to correct any deficiencies. If after 30 days, the Customer and KFS agree that the problems cannot be resolved, the agreement is terminated without penalty to either party.

Purchase Price and Payment

Customer agrees to pay KFS the purchase price for the Equipment and/or Services set forth on the proposal or as otherwise set forth on the KFS's invoice. Upon credit approval, all charges shall be paid "NET 30 DAYS" from the date of invoice. A convenience fee of 3%, of the invoice amount, will be charged for payments by credit card. Payments by check, cash, ACH, Wire Transfer or echeck are not subject to the convenience fee.

Customer's Acceptance

Signed by:
Doug Benfield

Signature _____

Title: Administrator

Date: 10/16/2024