



PREPARED FOR

ISD #499 - LeRoy Ostrander Public School

Video Intercom

Prepared For:

Jeff Sampson
Superintendent
ISD #499 - LeRoy Ostrander Public School
(507) 324-5743
jsampson@leroy.k12.mn.us

Prepared By:

Loren Week
Security Consultant
Custom Alarm
(507) 951-5318
loren@custom-alarm.com



FIRE



INTRUSION



SECURITY-MINDED.
LOCALLY MONITORED.
COMMUNITY-FOCUSED
...SINCE 1968.



**VIDEO
SURVEILLANCE**



**ACCESS
CONTROL**

1661 GREENVIEW DRIVE SW, ROCHESTER, MN 55902
507.288.5522 | WWW.CUSTOM-ALARM.COM



Proposal Number: 11506-2-0
Date: February 27, 2017

Financial Summary

Customer Details:

Site: 406 W Main St Leroy, MN 55951

Billing: PO Box 1000 Leroy, MN 55951

Main Contact: Jeff Sampson (507) 324-5743 jsampson@leroy.k12.mn.us

Video Intercom

QTY	Description
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1	IP DIRECT VIDEO MASTER STATION
1	IP COLOR VIDEO DOOR STN, FLUSH MOUNT
1	SF MT ISSS/DVF/IPDVF
1	IN/OUT RELAY ADAPTOR
500	23-4P UNS SOL CMP CAT6E
10	700 Wiremold (C-Item)

Supplies & Materials for: Video Intercom

QTY	Description	Ext. Price
50.00	Mileage to Site and Back	\$29.00

Financial Summary

Total Proposal Amount:	\$4,716.87
Down Payment:	\$943.37
Balance Due Upon Completion:	\$3,773.50
Note: The above price does not include sales tax	

This proposal may be withdrawn by Custom Alarm if not accepted within 90 days.



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System Investment

Custom Alarm will provide the proposed system as described in this proposal for the sum of: **\$4,716.87**.

The price above includes: material, equipment and labor as described within this proposal. Taxes are not included and will be charged additionally, if applicable.

Payment Terms:

Work will be scheduled upon the receipt of an authorized signature, purchase agreement deposit as specified on the Financial Summary.

Any alteration or deviation from the proposal involving extra cost of materials or labor will become an extra charge over the sum stated above.

Proposal Acceptance:

I have read the **General Terms and Conditions** of the sale, understand them fully, and agree to abide by them. I have also read and understand the payment terms as set forth in this agreement as well as the **Schedule of Equipment** as listed.

I hereby certify that I am authorized to sign this agreement. Custom Alarm is hereby authorized to perform the work as specified.

Prepared By: Custom Alarm
Name: Loren Week

Signature: _____
Title: _____
Date: _____

Accepted By: ISD #499 - LeRoy Ostrander Public
School
Name: _____

Signature: _____
Title: _____
Date: _____



Terms & Conditions

Purchaser acknowledges that additional protection may be obtained over and above that provided herein at additional cost. Purchaser agrees to supply, at Purchaser's expense, all electrical, telephone, internet connections, jacks, outlets and receptacles required for Custom Communications, Inc./Custom Alarm (hereinafter referred to as "CCI") to complete its installation and/or service of the Alarm System.

1. Price. PURCHASE PRICE: \$4,716.87, plus applicable taxes which will be included on final invoice.

DEPOSIT: Purchaser agrees to pay CCI, or to others as directed by CCI \$943.37 when this Agreement is signed.

PAYMENT TERMS: Purchaser hereby agrees to pay CCI the balance of the invoice total upon completion of installation. **A late fee up to 1.5% per month may be applied to unpaid balances over 30 days. Purchaser is responsible for all collection costs incurred for unpaid bills, including attorneys' fees and costs.**

2. Effective Date. The Agreement shall become effective when signed by the purchaser and approved by CCI or when the Alarm System becomes operative or is activated, whichever occurs first ("Effective Date").

3. Limited Equipment Warranty. CCI warrants that the equipment and parts installed for Purchaser under the Agreement will be free from defects in material and workmanship for a period of one (1) year from the Effective Date. If, during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at CCI's option, free of charge. This limited warranty will not apply if the damage or malfunction occurs through no fault of CCI while the Alarm System is in Purchaser's possession, or occurs because the Alarm System has been altered, abused, misused, or tampered with, or has otherwise been operated or used contrary to CCI's or the manufacturer's instructions. If CCI's inspection fails to discover defect covered by this limited warranty, the equipment will be repaired or replaced at Purchaser's expense and CCI's regular service charges will apply. In the event there is a conflict between this warranty and a manufacturer's warranty, the terms of this warranty shall control. If warranty service is needed, Purchaser agrees to contact CCI at the address provided in this Agreement. In addition to the legal rights provided herein, Purchaser may have additional rights provided by law.

4. Disclaimer of All Other Warranties. Except for the limited warranty described above, CCI makes no other express warranties. The duration of any implied warranties, including any implied warranty of merchantability or fitness for a particular purpose is hereby limited to the ninety day (90) duration of this warranty. CCI makes no warranty that the Alarm System or services supplied will not be compromised or that the Alarm System or service will provide the protection for which it is intended. Purchaser further acknowledges that any affirmation of fact or promise made by CCI shall not be deemed to create an express warranty unless included in the Agreement in writing; that Purchaser is not relying on CCI's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties that extend beyond the face of this agreement, and that CCI has offered additional and more sophisticated equipment for an additional charge, which Purchaser has declined.

5. Limitations of Alarm System and Monitoring. Purchaser understands that an alarm system does not guarantee the safety of any person or property. Alarm systems may be bypassed; and may not always operate properly for numerous reasons, including equipment malfunction or failure, phone lines being cut, inoperative, or damaged and unable to transmit an alarm signal. In addition, CCI cannot control the response of fire departments, police departments, or emergency medical services. Purchaser acknowledges that CCI does not represent or warrant that the Alarm System may not be compromised or circumvented; that the Alarm System will prevent any loss by burglary, theft, robbery, fire, or otherwise; or that the Alarm System will in all cases provide the protection for which it is installed or intended. Purchaser understands that due to the nature of the method used for communicating alarm signals, there may be times when the communication method is not able to transmit signals and the monitoring entity will not receive alarm signals. Digital communications use standard telephone lines and no one will receive signals when the telephone system becomes non-operational or the telephone line is cut, interfered with or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems, cannot transmit an alarm signal due to lack of signal strength or availability of a communication channel. Any other type of communication method installed under this Agreement may also experience an inability to communicate alarms signals. Purchaser understands that CCI offers several levels of communication methods of alarm signals and the Alarm System and its components described on the front page of this Agreement have been chosen by the Purchaser after considering and balancing the levels of protection afforded by various communication methods and the related costs. Purchaser acknowledges and agrees that Purchaser is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication is required.

6. CCI's Limit of Liability. CCI SHALL NOT BE LIABLE FOR ANY DELAY OR INTERRUPTION OF SERVICE, OR NON-OPERATION OF THE ALARM SYSTEM DUE TO CIRCUMSTANCES BEYOND CCI'S REASONABLE CONTROL. PURCHASER AGREES THAT CCI IS NOT RESPONSIBLE FOR PERSONAL INJURY OR OTHER LOSSES THAT ARE ALLEGED TO BE CAUSED BY IMPROPER OPERATION OR NON-OPERATION OF THE ALARM SYSTEM, AND/OR ITS INSTALLATION, AND/OR ITS SERVICE, INCLUDING CASES WHERE THE ALARM SYSTEM AND/OR SERVICE NEVER FUNCTIONS WHETHER DUE TO DEFECTS IN THE ALARM SYSTEM, AND/OR ITS INSTALLATION, AND/OR ITS SERVICE, OR FROM CCI'S ACTS OR OMISSIONS IN RECEIVING AND RESPONDING TO ALARM SIGNALS. PURCHASER FURTHER AGREES THAT CCI IS NOT AN INSURER AND THAT INSURANCE, COVERING PERSONAL INJURY AND OTHER LOSSES, SHALL BE OBTAINED BY PURCHASER.

It is agreed that it would be impractical and extremely difficult to fix actual damages which may arise in situations where there may be a failure of services or equipment, due to the uncertain value of Purchaser's property or the property of others kept on the Premises. THEREFORE, IF ANY LIABILITY IS IMPOSED ON CCI, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, IT WILL BE LIMITED TO 10% OF THE PURCHASE PRICE PROVIDED ABOVE OR TWO HUNDRED FIFTY DOLLARS (\$250.00), WHICHEVER IS GREATER. If Purchaser wants to increase the amount of CCI's maximum liability, Purchaser may do so by paying an additional payment determined by CCI consistent with CCI's increased liability. This shall not be construed to establish CCI as an insurer. IN NO EVENT WILL CCI BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES DUE TO A FAILURE ON THE PART OF CCI OR A FAILURE OF THE ALARM SYSTEM IN ANY RESPECT. Purchaser and CCI agree that this Agreement limits CCI's liability to Purchaser unless CCI's actions are deemed to be willful and wanton. Notwithstanding any contrary definitions found in any case law, Purchaser and CCI expressly agree that willful and wanton means conscious and intentional disregard of and indifference to the rights and safety of others.

7. Indemnify and Hold Harmless. The parties agree that Purchaser retains the sole responsibility for the life and safety of all persons in the protected Premises, and for protecting against personal injury and losses to Purchaser's own property and the property of others in the Premises. Purchaser and CCI agree that there are no third party beneficiaries to this Agreement. PURCHASER AGREES TO INDEMNIFY AND HOLD HARMLESS CCI, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES, FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES, BY PERSONS NOT A PARTY TO THE AGREEMENT, ALLEGED TO BE CAUSED BY THE IMPROPER OPERATION OF THE ALARM SYSTEM AND/OR

8. Cont. SERVICE, WHETHER DUE TO MALFUNCTIONING OR NON-FUNCTIONING OF THE ALARM SYSTEM OR THE NEGLIGENT PERFORMANCE OR NONPERFORMANCE BY CCI OF THE INSTALLATION, REPAIR, MONITORING, SIGNAL-HANDLING, OR DISPATCHING ASPECTS OF THE SERVICE. The provisions of this section shall apply to any other company or entity that, in addition to CCI, promotes, markets or endorses the installation, monitoring or repair services provided hereunder.

9. No Subrogation. Purchaser does hereby for himself/herself/itself and other parties claiming under him/her/it, release and discharge CCI from and against all claims arising from hazards covered by Purchaser's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against CCI. Purchaser agrees that this paragraph is not an exculpatory provision, but a risk shifting provision. It will apply to preclude any subrogation action without regard to CCI's negligence or whether CCI's conduct is considered to be willful and wanton as defined above. Paragraph 9 shall be void if Purchaser's insurance policy specifically prohibits this type of waiver.

10. Installation Delays. CCI shall not be liable for any damage or loss sustained by Purchaser from delays in installation of equipment or for delays or interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or any other causes. Any date given to Purchaser as to when work is to be substantially completed is not a definite completion date, but an estimate. The Purchaser agrees that time is not of the essence.



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Date: February 27, 2017

11. Testing the Alarm System. The parties hereto agree that the Alarm System, once installed, is in Purchaser's exclusive possession, custody and control. Purchaser agrees to test and inspect the Alarm System immediately upon completion of installation and to advise CCI in writing within three (3) days after installation of any defect, error, or omission in the Alarm System. Upon expiration of the three (3) day period, the Alarm System and the protection provided shall be deemed accepted by Purchaser. Thereafter, Purchaser must regularly test the Alarm System's operation, according to CCI's and the manufacturer's instructions, and notify CCI if any equipment is in need of repair at Purchaser's expense if not covered by the limited warranty herein.

12. Installation on Premises. CCI is authorized to install, service, move and/or remove components of the Alarm System on the Premises. In doing so, CCI is authorized to cut into walls, drill holes, drive nails, and do any other thing necessary in CCI's sole discretion to install and/or service and/or move and/or remove the Alarm System and its components. CCI shall not be responsible for any condition created as a result of such installation, service, move or removal. CCI shall not be responsible for any damage caused to the Premises as a result of installation, service, or the removal of the Alarm System. CCI is under no obligation to redecorate any portion of Purchaser's building upon installation, service, move or removal of the Alarm System. Purchaser represents that the owner of the Premises, if other than Purchaser, authorizes the installation of the Alarm System under the terms of this Agreement; and Purchaser agrees to indemnify CCI for any claims made by the owner of the Premises arising directly or indirectly, or otherwise related to, this Agreement or any provision thereof.

13. Lead Paint. If the Premises was built before 1978, or if Purchaser believes lead paint is located at the Premises, Purchaser must notify CCI in writing before CCI begins its work at the Premises. If the Premises has lead paint that will or may be disturbed by CCI's installation, service, move, or removal of the Alarm System or any of its components, Purchaser agrees to reimburse CCI for its or its agent's expenses for abatement and containment of the lead paint, per federal requirements. Purchaser also agrees to indemnify and hold CCI harmless for any damages caused by removal or disturbance of lead paint at the Premises.

14. Laws and Permit Requirements and Fees. CCI does not have the duty to disclose or inform Purchaser of any applicable laws, regulations, and/or codes regarding the use or adequacy of an alarm system. CCI also does not have a duty to obtain any alarm use permits that may be required. Purchaser is responsible for all alarm permits and permit fees. Purchaser agrees to file for and maintain any permits required by applicable law. CCI shall have no liability for permit fees, false alarms, false alarm fines, police or fire response fees. Purchaser agrees to indemnify or reimburse CCI for any fines imposed against CCI relating to permits or false alarms. If CCI is required by law to perform any service or furnish any material not specifically covered by the terms of this Agreement Purchaser agrees to reimburse CCI for such service or material.

15. Fire Alarm Code and Permit Requirements. Unless a Fire Alarm System to Code is to be installed on the schedule of protection, CCI makes no representation that the Alarm System's fire detection equipment meets local code, fire department, or any Authority Having Jurisdiction [AHJ] requirements. It is not CCI's responsibility to apply for any permits or fees in connection with such equipment. The law requires, and CCI recommends, that Purchaser install a Fire Alarm System to Code with plans and specifications prepared by an architect or professional engineer, and that the Alarm System be properly permitted, inspected and approved by the AHJ. Purchaser represents that any existing fire alarm system is approved by the AHJ and that any repairs or replacement parts installed by CCI are not additional equipment that would require the AHJ's approval. If, at the time of installation, additional equipment is needed there will be additional charges to Purchaser.

16. CCI's Service Obligations. CCI shall not be obligated to render any service to Purchaser under the terms of this Agreement, except as expressly stated in this agreement. During the warranty period, CCI shall not be required to service the Alarm System unless it has received written notice from Purchaser, and upon such notice, and provided Purchaser is not in default of this Agreement, CCI shall during the warranty period service the Alarm System as soon as reasonably possible during CCI's regular business hours.

17. Title. Title to the Alarm System and all the component parts herein shall remain in CCI until Purchaser pays for the Alarm System in full. Purchaser authorizes CCI and its designated representatives to enter the Premises and remove the Alarm System in the event of default in payment of the purchase price when due.

18. Key Service Authorization. If key service is provided as part of the Alarm System, Purchaser hereby authorizes CCI, its agents and assigns (including, but not limited to, police and fire officials) to enter Purchaser's premises in an emergency to make repairs to the Alarm System and/or to take other necessary action, in CCI's discretion. Purchaser further agrees that CCI may authorize emergency repairs to be made by others. Purchaser agrees to pay any expenses incurred as a result of the provisions of this paragraph.

19. Unfavorable Conditions. If the Alarm System or any of its components is affected by unfavorable conditions in the Premises (e.g., air turbulence), Purchaser agrees to turn off, disable, or remove all things, animate or inanimate, causing the disturbance. This includes, but is not limited to, all forced air heaters, air conditioners, animated display signs, animals, covering of chemical vats, and any other source of air turbulence, movement, or other unfavorable condition that may interfere with the effectiveness of the Alarm System.

20. Assignment. Purchaser cannot assign this Agreement without CCI's prior written consent. CCI may assign this Agreement or subcontract any of its obligation under this Agreement without notice to Purchaser.

21. Litigation. In the event CCI institutes legal action to recover any amounts owed by Purchaser to CCI hereunder, the parties agree that the amount to be recovered, and any judgment to be entered, shall include interest at the rate of 1.5% per month from the date payment is due; and the interest shall be payable in addition to any statutory interest on judgments allowed under Minnesota law, as calculated in Minn. Stat. § 549.09. Should CCI prevail in any litigation between the parties arising directly or indirectly or otherwise related to this Agreement, or any provision hereof, Purchaser shall pay CCI's attorneys' fees and costs. Any lawsuit arising directly or indirectly or otherwise related to this Agreement, or any provision hereof, shall be litigated only in the courts of the State of Minnesota, County of Olmsted. The parties waive trial by jury in any action between them. Any action by Purchaser against CCI must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against CCI must be commenced based on the provisions of this Agreement. Any other action that Purchaser may have or bring against CCI in respect to services rendered in connection with this Agreement shall be deemed to have merged in and be restricted to the terms and conditions of this Agreement.

22. Complete Agreement; Modification. This written Agreement (including the provisions on both the front and back and any attachments thereto) is the entire and complete agreement between CCI and Purchaser and replaces any prior oral or written agreements related to the subject matter of this Agreement. No verbal understandings or agreements will change the terms and conditions of this Agreement. Purchaser understands that any changes in this Agreement must be approved by CCI and its insurer, and any changes must be in writing and signed by CCI and Purchaser.

23. Conflict. Purchaser understands and agrees that if there is any conflict between this Agreement and any other contract between Purchaser and CCI, this Agreement will govern as to the terms in conflict, whether or not it was signed first.

24. Severability. If any provision of this Agreement is deemed void or unenforceable the remaining parts of the Agreement will remain in full force and effect.

25. Not Binding Until Accepted. This is not a binding agreement until CCI accepts it. If CCI does not accept it, CCI will refund any amount Purchaser has paid under this Agreement. THIS CONTRACT IS VALID EVEN IF UNSIGNED BY CUSTOM COMMUNICATIONS, INC./CUSTOM ALARM REPRESENTATIVE

26. Notice of Lien Rights. (a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions; (b) Under Minnesota law, you 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 until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice. **If this is a home solicitation sale, the following cancellation clause applies: "BUYER'S RIGHT TO CANCEL"** Purchaser, the Buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See attached notice of cancellation form for an explanation of this right.

PURCHASER ACKNOWLEDGES THAT HE/SHE/IT HAS READ AND UNDERSTANDS THE ENTIRE AGREEMENT INCLUDING THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS DOCUMENT AND ANY ATTACHMENTS HERETO