







R 120-2015 Contract #: 38-2015

# **Safety City**

Fire System Dialer with Cellular Communications

Prepared For:

Bige Towery

Prepared By:

Scott Green Security Consultant

(859)-230-3884

859.806.7189

sgreen@batessecurity.com









## Scope Of Work

Unless otherwise noted, this proposal does not include lift rental, conduit, trench with conduit and or earth work, "prevailing wages", union wages, plenum cabling, permit and or submittal fees. Installation work will be performed during normal business hours, Monday through Friday. Client will provide dealer with the necessary electrical power (120VAC) and communications path for system communication as well as any dedicated phone lines or static IP addresses and or Internet connectivity as applicable. Fire systems by code will require two telephone lines or an approved cellular or IP communications path. Client is responsible for the proper operation of all door hardware. Surge protection is not provided unless otherwise noted. Any surge protection provided is meant only to reduce risk of damage due to surge, but cannot and is not guaranteed to stop damage from surge that overwhelms or bypasses provided surge protection.

Client to provide a Dedicated 110V Vac Electrical Circuit connected to the Fire Alarm Control Panel and Remote Modules as needed, per code by a licensed electrical contractor.

Client to provide two dedicated analog phone lines as required by code OR 2 communications paths approved by the Local Authority Having Jurisdiction. (i.e. 1 approved IP path with an approved cellular pathway as back up or equivalent)

The above code requirement is addressed in design with AHJ approved Dual Pathway Cellular

Sonitrol/Bates Security will install dialer which will transmit signals from existing Simplex panel. We assume that the relays needed for this design and for the system to work correctly are already inside the existing Potter Dialer on site. If not, we may need Simplex to provide

### Monthly service includes:

24/7 System monitoring Full service on all listed equipment Cellular Air-Time for Dual Pathway Cellular Communicator









# Investment Summary Fire System Dialer with Cellular Communications

**Customer Details:** 

Site: 1160 Red Mile Place, Lexington, KY, 40504 Billing: 1160 Red Mile Place, Lexington, KY 40504

Contact: Bige Towery, (859)-230-3884

Security Consultant:

Name: Scott Green Cell #: 859.806.7189

Email: sgreen@batessecurity.com

Fire System Dialer

QTY Description

1 Silent Knight 5104 Communicator

1 AlarmNet Cellular GSM Module for Fire Systems

Financial Summary

Total System Investment: Monthly Service Investment:

\$575.00 \$71.00

Client Name: Safety City

Client Approval:

Date:

This proposal is valid for 90 days.









# **Safety City**

# Security for Office and Storage Bldg. with Cellular Communications

Prepared For:

Bige Towery

Prepared By:

Scott Green Security Consultant

(859)-230-3884

859.806.7189









## **Scope Of Work**

Unless otherwise noted, this proposal does not include lift rental, conduit, trench with conduit and or earth work, "prevailing wages", union wages, plenum cabling, permit and or submittal fees. Installation work will be performed during normal business hours, Monday through Friday. Client will provide dealer with the necessary electrical power (120VAC) and communications path for system communication as well as any dedicated phone lines or static IP addresses and or Internet connectivity as applicable. Fire systems by code will require two telephone lines or an approved cellular or IP communications path. Client is responsible for the proper operation of all door hardware. Surge protection is not provided unless otherwise noted. Any surge protection provided is meant only to reduce risk of damage due to surge, but cannot and is not guaranteed to stop damage from surge that overwhelms or bypasses provided surge protection.

Sonitrol/Bates security will install all listed equipment to secure office and Storage building and train client on system

## Monthly Service includes the following services:

24/7 System Monitoring Access to Local Customer Service Center Cellular Communication air time Full service on labor and equipment Bates Connect Mobile App for Remote System Management









# **Investment Summary** Security for Office and Storage Bldg. with Cellular Communications

#### **Customer Details:**

Site: 1160 Red Mile Place, Lexington, KY, 40504 Billing: 1160 Red Mile Place, Lexington, KY 40504

Contact: Bige Towery, (859)-230-3884

#### **Security Consultant:**

Name: Scott Green Cell#: 859.806.7189

Email: sgreen@batessecurity.com

#### Security Equipment

#### QTY Description

- Integrate Existing Door Contact
- Glass Break Detector
- Door/Window Sensor, Wireless White (Storage Building) 4
- Overhead Door Contact, Rail Mount (Storage Building)
- Install First Alert Control Panel and Keypad 1
- Install Glass Break Detector
- 1 Install Motion Sensor
- Install GSM Cellular Communicator 1
- Install Wireless Receiver,8 Zone
- Motion Detector, Wireless (Storage Building)
- Install Wireless Repeater in stroage building

Financial Summary

**Total System Investment:** Monthly Service Investment:

\$695.00 \$54.95

Client Name: Safety City

Client Approval:

Date:

This proposal is valid for 90 days.





Police Department Phone (other than 911)

Fire Department Phone (other than 911)

# CUSTOMER "CALL LIST" & INFORMATION FORM

	Site Details		Two Call Verification
Business/Residence Name: LCX: NC+OL	chan Division of Police/SALH	First Call	Name:
Dispatch Address: 116 Red mile	mile place i cityl		Number:
City: Lxin, Low	State: Ky Zip: 40504	Zip: पैठंडपे Second Call	Name:
Nearest Cross Street:			Number:
Phone: 258-3600	2nd Phone (if available):	Two	Two call verification numbers will be attempted prior to dispatch of police.
Site Insurance Agency:	Agent:	Phone:	E-mail Address:
		Tanagarana Lat	

List the persons in the order you wish them to be called. Sonitrol will call down the list until the first person is contacted or all numbers have been called Upon the notification of a police dispatch, a keyholder is required to meet the authorities within 30 minutes.

The following people must have a key and security access code to enter the building. Place an asterisk by the person(s) authorized to make changes and request service Fayette County Only: First two persons must be the same as first two shown on Alarm Permit Application.

\*\*\*Place an asterisk by the person(s) who is authorized to make changes and/or request service.\*\*\* ☐ It is OK to provide all Central Kentucky e-mails to Crime Stoppers of the Bluegrass

<del>~</del>i

Name	Phone 1 - H W C	Phone 2 - H W C	E-mail Address
2.			
Name	Phone1-H W C	Phone 2 - H W C	E-mail Address
3.			
Name	Phone 1 - H W C	Phone 2 - H W C	E-mail Address
4.			
Name	Phone 1 - H W C	Phone 2 - H W C	E-mail Address
5.			
Name	Phone 1 - H W C	Phone 2 - H W C	E-mail Address
	77.2	21/02/2	
Revised - 6.26.13	Customa Approval	Date	



3166 Custer Drive, Lexington, KY 40517 (859) 255 - 2525 (859) 226 - 5253 - Fax

# January 6, 2015 Addendum to Client Agreement L070899

Sonitrol of Lexington, Inc. (later referred to as SLI in this document) will approve client agreement L070899 to be a year-to-year agreement and afterwards, can be cancelled with a 30-day written notice. SLI will retain ownership of all equipment.

Section 12C: Regardless of the Cause or Origin of the Damage. The \$500 limitation for monitoring by SLI.

SLI can agree while our personnel are on site, SLI's general liability insurance should cover any damage. SLI's general liability will at no time be considered as insurance for the LFUCG.

Section 12E: The Indemnity Provision. The phrase "To the Extent Allowable by Law" should be added to the beginning of the section. The indemnification should have the sentence added at the end of the section and this should not be deemed a waiver of sovereign immunity or any third party defense available to the Government or the Government's actions or inactions. The Government cannot indemnify SLI for the conduct of their employees while on client's site.

Paragraph 14, the Government cannot waive claims against SLI or insure SLI for willful or intentional actions of its own employees and cannot indemnify SLI while on site for actions of SLI employees.

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LFUCG Approval:	Amara	Date: <u>3-30-15</u>
Sonitrol of Lexington Approv	val: Aud du	Date: 4-3-15



# Schedule of Services



**CLIENT AGREEMENT** 

NO. L (170899

DATE: 1-6-2015 CLIENT NAME Lexinization Division of Police - Salely PHONE

IIIO Ked MIC OlACC	PER MILYOLI		State	Zip
INSTALL AT Address	City		76 in 1 /	-/
BILL TO ABOVE BILL TO OTHERName	Address	City	State	Zp
DEALER agrees to install or cause to be installed and to service, without as described on the Security System Quotation dated  All equipment is the personal property of the Dealer Client TELEPHONE CO. CHARGES INCLUDED: Yes No SPECIAL INSTRUCTIONS	but liability and not as an insur  20 which becomes  This agreement applies to:  Burglar Alarm Signalin  Hold-Up Alarm Signalin  Fire Alarm Signaling S	(check appro g Service — ng Service — ervice —	opriate categories)Sprinkler Supervisor	ry Signaling Service vice
The undersigned agrees to pay the DEALER, its agents or assigns the INSTALLATION: \$ Tax  MONITORING: (Payable In Advance)  SERVICE:	sums of:  \$ Total  Total	(\$-	(Down Payment)	\$ Balance Upon Completion
MONTHLY MANAGEMENT REPORT: Yes ☐ No ♣ \$	COMMUNICA	TION LINK:	\$0-	

- 1. Except as set forth herein, THE DEALER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, AND DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY. CLIENT ACKNOWLEDGES THAT NO OTHER REPRESENTATIONS WERE MADE TO CLIENT OR RELIED UPON BY CLIENT WITH RESPECT TO THE QUALITY AND FUNCTION OF THE GOODS.
- 2. In the event any part of the equipment installed shall become defective or inoperative under normal use within one (1) year from the date of the original invoice for this installation, and DEALER determines the equipment is defective or inoperative, DEALER shall replace or repair such defective part without charge invoice for this installation, and DEALER BE LIABLE FOR MORE THAN, AND CLIENT'S EXCLUSIVE REMEDY FOR BREACH OF THIS THAT DEALER SHALL NOT SHALL BE LIMITED TO, THE REPAIR OR REPLACEMENT OF DEFECTIVE EQUIPMENT INSTALLED UNDER THIS AGREEMENT, AND DEALER SHALL NOT SHALL BE LIMITED TO, THE REPAIR OR REPLACEMENT OF DEFECTIVE EQUIPMENT INSTALLED UNDER THIS AGREEMENT, EXEMPLARY, PUNITIVE, BE LIABLE FOR INJURIES TO PERSONS OR PROPERTY, INCLUDING BUT NOT LIMITED TO, ALL GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WARRANTY IS NOT ASSIGNABLE.
- If CLIENT shall discover a defect in the products supplied under this Agreement, CLIENT shall immediately contact DEALER in writing or by telephone and fully describe the nature of the defect so that repair service may be rendered.
- DEALER shall not be liable for repair or replacement in the event of damage to material or equipment caused by accident, vandalism, flood, water, lightning,
- DEALER agrees to install or cause to be installed, in the premises of the CLIENT, alarm equipment and devices, and to provide a centrally monitored signaling system necessary to transmit signals from the premises of the CLIENT to DEALER'S central monitoring station, in accordance with the attached Security System Quotation. Upon completion of installation DEALER will thoroughly instruct the CLIENT in the proper use of the Alarm System. DEALER will not be responsible to monitor any devices for alarm or supervisory conditions that are not electrically connected by DEALER into Sonitrol's signaling system.
- 2. This Agreement shall automatically renew for additional terms of one (1) year each unless either party shall give written notice of cancellation at least thirty (30) days prior to the expiration of the original term or any renewal thereof, if either (a) DEALER terminates this Agreement pursuant to Paragraph 4 (a) Termination for Causa\*) or (b) this Agreement is terminated by CLIENT (a "Wrongful Termination") for any reason, other than at the end of the initial term or any renewal term as provided for herein; then (i) DEALER will terminate all services hereunder, and (ii) in addition to amounts due for services actually rendered prior to the termination of this Agreement, there shall be immediately due and payable by CLIENT to DEALER, as liquidated damages, an amount equal to the unpaid Monitoring Fee ("Unpaid Monitoring Fee"), calculated by multiplying (A) the number of months remaining from the date this Agreement is terminated to the end of the initial term or the their current remayable term times (B) the Monitoring Fee set forth above, exclusive of taxes, CLIENT understands, acknowledges and agrees that DEALER's actual damages resulting from either a Termination for Cause or a Wrongful Termination includes, among other things; the then present value of the Unpaid Monitoring Fees, equipment and material cost that have not been depreciated end/or the actual costs of disconnecting and removing the DEALER's equipment from the above installation site. Therefore, CLIENT acknowledges and agrees that the liquidated damages established hereby are a reasonable approximation of the actual damages to be incurred by DEALER upon the occurrence of either a Termination for Cause or of a Wrongful Termination. If CLIENT fails to pay the amounts due hereunder for services actually rendered and/or the liquidated damages payable hereunder, then CLIENT agrees to reimburse DEALER for all costs of collection the same including without fails to pay the amounts due hereunder for services actually rendered and/or the liquidated damages payable hereunder, then CLIENT agrees to reimburse DEALER for all costs of collecting the same, including without limitation, reasonable attorney's fees.
- 3. DEALER shall have the right, at any time, to increase the charges provided herein, to reflect any additional taxes, face or charges relating to the service provided under the terms of this Agreement, which may hereafter be imposed on DEALER by any utility or government agency and CLIENT agrees to pay same. So that DEALER may properly adjust its rates to meet changing costs, DEALER may, at any time after the expiration of one (1) year from the date of this Agreement, increase the annual monitoring/service charges upon giving the CLIENT notice in writing. In the event the increase exceeds more than 10% and CLIENT is unwilling to pay the increase charges, CLIENT may terminate this Agreement upon giving notice in writing to DEALER within thirty (30) days from the date of notice of the increase. CLIENT'S failure to notify DEALER within said thirty (30) days shall constitute CLIENT'S accentance of the increase. shall constitute CLIENT'S acceptance of the increase.
- 4. CLIENT shall be in default of this Agreement for: (a) failure to pay the installation charge: (b) failure to pay the monitoring/service charge when due; (c) willfully or negligently causing repeated false clarms, (d) failure to perform any other obligation under this Agreement. Upon CLIENT'S default, DEALER shall have the right to terminate this Agreement ten (10) days after written notice of default if after such notice CLIENT has not corred the default. Any cost incurred by DEALER as a result of a false atarm originating from CLIENT'S premises shall be promptly reimbarsed to DEALER, in the event of any default of this Agreement by CLIENT, including a default for failure to pay monies due and owing to DEALER any and all damages or losses incurred by DEALER in connection with such default, including all costs and expenses incurred by DEALER in connection with such default, including all costs and expenses in collecting any monies due and owing by CLIENT to DEALER hereunder, reasonable attorney's fees, costs, prejudement interest, and any other reasonable and related expenses in collecting any monies due and owing by CLIENT to DEALER hereunder, reasonable attorney's fees, costs, prejudement interest, and any other reasonable and related expenses.