

# ***Red Oak Community School District***

***604 S Broadway***

***Red Oak, Iowa 51566***

***712.623.6600***

**[www.redoakschooldistrict.com](http://www.redoakschooldistrict.com)**

## **Regular Board of Directors Meeting**

Meeting Location: Red Oak Jr./Sr. Virtual Learning Center OR

VIA Internet and Phone – visit website for information

**GoToMeeting Link: <https://meet.goto.com/591214933>**

Wednesday, June 18, 2025 – 5:30 p.m.

## **Public Hearing on the Conveyance of District Property to the Iowa Department of Transportation at Approximately 5:35 p.m.**

### **Agenda**

- 1.0 Call to Order – Board of Directors President Bret Blackman
- 2.0 Roll Call – Board of Directors Secretary Heidi Harris
- 3.0 Approval of the Agenda – President Bret Blackman
- 4.0 Communications
  - 4.1 Public Comment

The board invited members of the public to offer comments about items of interest or concern relating to the district. Public comments are limited to two (2) minutes. The Board will not respond to comments at this time, but may consider public input when the topic is raised on the agenda. Due to open meeting laws, the Board cannot discuss items not already on the agenda.
  - 4.2 Good News from Red Oak Schools
  - 4.3 Visitors and Presentations
- 5.0 Consent Agenda
  - 5.1 Review and Approval of Minutes from May 21, 2025 Board Meetings.
  - 5.2 Review and Approval of Monthly Business Reports
  - 5.3 Personnel Considerations
    - 5.3.1 Hiring of Chase Hohanshelt as Jr Sr High School Instrumental Music Teacher for the 2025-2026 School Year
    - 5.3.2 Hiring of Dale French as Jr High School Girls Basketball Coach at the Jr-Sr High School for the 2025-2026 School Year
    - 5.3.3 Hiring of Dion Coffey as Jr High School Student Council Sponsor at the Jr-Sr High School for the 2025-2026 School Year
    - 5.3.4 Hiring of Beth Rehbein as Jr High School Girls Basketball Coach at the Jr-Sr High School for the 2025-2026 School Year Pending Certification
    - 5.3.5 Hiring of John Allison as Jr High School Head Girls Volleyball Coach at the Jr-Sr High School for the 2025-2026 School Year

- 5.3.6 Resignation of Kim Pratt as Jr Sr High School Counseling Secretary Effective June 30, 2025
    - 5.3.7 Resignation of Natacia Houston as Inman Elementary Preschool Paraprofessional Effective June 16, 2025
  - 5.4 Quotes, Contract Renewals and Service Agreements
    - 5.4.1 Renewal of 3-Year Service Agreements with Johnson Controls to Conduct Annual Fire Alarm Monitoring, Inspections, Diagnostic Assessments, and Documentation (\$8,479.99 year one; \$8,958.17 year two; and \$9,483.50 year three)
    - 5.4.2 Renewal of Imagine Learning Edgenuity Grades 6-12 Comprehensive Site License (\$18,320.00)
    - 5.4.3 Renewal of Varsity Bound Agreement of the 2025-2026 School Year (\$0)
    - 5.4.4 Discussion/Approval of Quote to Repair Air Handling Unit 2 at Inman Elementary (\$9,039.20)
- 6.0 General Business for the Board of Directors
  - 6.1 Old Business
    - 6.1.1 Discussion/Approval of Third Reading of Board Policies 511 and 511.R1 Pursuant to the Enactment of HF 782 (Restrictions on Student Use of Personal Electronic Devices During Instructional Times)
    - 6.1.2 Discussion/Approval of Second Reading of Board Policy 401.11 (Employee Use of Cell Phones)
  - 6.2 New Business
    - 6.2.1 Discussion/Approval of First Reading of Board Policy 506.5 and Accompanying Regulation 506.5R1
    - 6.2.2 Discussion/Approval of Storm Protection Fund Intergovernmental Cooperative Agreement Resolution (\$27,804)
    - 6.2.3 Discussion/Approval of Purchasing Commercial Conveyor Type Dishwasher of Inman Elementary
    - 6.2.4 Discussion/Approval of Resolution for Conveyance of Real Property to the Iowa Department of Transportation as a Right of Way for Public Improvement Project (\$2,576)
    - 6.2.5 Discussion/Approval of Interscholastic Activity Sharing Agreement for Dance Team with the Stanton Community School District for the 2025-2026 School Year
    - 6.2.6 Discussion/Approval of Pest Control Bid for the 2025-2026 School Year
    - 6.2.7 Discussion/Approval of Trash Removal Bid for the 2025-2026 School Year
    - 6.2.8 Discussion/Approval of Fuel and Diesel Bid for the 2025-2026 School Year
    - 6.2.9 Discussion/Approval of Snow Removal Bid for the 2025-2026 School Year
    - 6.2.10 Discussion/Approval of Renewing the District's Property and Casualty Insurance with United Group Insurance/EMC for the 2025-2026 School Year (\$339,837)
    - 6.2.11 Discussion/Approval of the FY 2024 Independent Audit

6.2.12 Discussion/Approval of Extending Superintendent's Contract through the  
2027-2028 School Year

6.2.13 Discussion of Invitation to Join the Western Iowa Conference

7.0 Reports

7.1 Administrative

7.2 Future Conferences, Workshops, Seminars

7.3 Other Announcements

7.4 Board Member Requested Item(s) for Next Meeting Agenda

8.0 Next Board of Directors Meeting:

Wednesday, July 16, 2025 – 5:30 pm

Red Oak Virtual Learning Center

Red Oak Jr/Sr High

9.0 Adjournment

**Red Oak Community School District  
Regular Meeting of the Board of Directors  
Meeting Location: Virtual Classroom/ Phone/Internet  
Red Oak Junior Senior High School Campus  
May 21, 2025**

The regular board meeting of the Board of Directors of the Red Oak Community School District was called to order by President Bret Blackman at 5:30 p.m. at the Red Oak Junior Senior High School Virtual Classroom.

**Present**

Directors: Bret Blackman, Kathy Walker, Scott Bruce, Pastor Ricky Rohrig (arrived virtually at 5:45 p.m.)

Superintendent Ron Lorenz, Board Secretary/Business Manager, Heidi Harris, Curriculum Director, Leanne Fluckey

**Approval of Agenda**

Motion by Director Walker, second by Director Bruce to approve the agenda with the order of agenda items at the discretion of the meeting chair. Motion carried unanimously.

**Good News**

May is School Board Recognition month. Thank you to our Board members for their commitment to our District, and unwavering belief in public education.

Congratulations to the Red Oak Lady Tigers Golf team! They finished their regular season record of 36-1. Brynn Knaus and Addey Lydon earned First Team All-Conference honors, in addition the Red Oak Lady Tigers Golf Team officially qualified for the State Tournament as well.

Congratulations to the Red Oak Track team who have eight boys, and six girls who have qualified for the State Track Meet in Des Moines.

Congratulations to Iris Ogden, Brinkly Sallach, Brynn Knaus, Lauren Dean, Cassandra Vera, Brayden Sifford, Kadyne Riibe, Tyler Schofield, Brett Erickson, and Landon Gigstad for earning Hawkeye Ten All-Academic Honors!

**Consent Agenda**

Motion by Director Walker, second by Director Bruce to approve the revised consent agenda as presented including business reports, resignations, contract renewal, service agreements, and personnel considerations. Motion carried 3-0.

**Board Policy 300-304**

Motion by Director Walker, second by Director Bruce to approve the second reading of Board Policies 300-304. Motion carried 3-0.

**Board Policy Revisions**

Motion by Director Bruce, second by Director Walker to approve the second reading of Board Policy revision pursuant to the enactment of SF 418 (i.e. removal of “gender identity” as a protected status under the Iowa Civil Rights Act). Motion carried 3-0.

**Board Policies 511 and 511.R1**

Motion by Director Bruce, second by Director Walker to approve the second reading of Board

**Continuation of May 21, 2025, Meeting Minutes – Page 2**



Policies 511 and 511.R1 pursuant to the enactment of HF 782 (i.e. restriction of student use of personal electronic devices during instructional times). Motion carried 3-0.

**Board Policy 401.11**

Motion by Director Walker, second by Director Bruce to approve the first reading of Board Policy 4011.11 (Employee use of cell phones). Motion carried 3-0.

**Montgomery County Child Development Association Lease**

Motion by Director Walker, second by Director Bruce to approve the reauthorization of a one-year lease agreement with the Montgomery County Child Development Association. Motion carried unanimously.

**Softball Interscholastic Sharing**

Motion by Director Bruce, second by Director Walker to approve the softball interscholastic sharing agreement with SW Valley for the 2024-2025 school year. Motion carried unanimously.

**Scope and Timeline of Inman Elementary School Renovations**

Motion by Director Walker, second by Director Bruce to approve the scope and timeline of the proposed Inman Elementary Renovations. Motion carried unanimously.

**Closed Session**

Motion by Director Walker, second by Director Bruce to enter closed session at 6:58 p.m. per Iowa Code 21.5(1)(i) “to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual’s reputation and that individual requests a closed session. Motion carried unanimously.

The Board exited the closed session at 7.41 p.m.

**Adjournment**

Motion by Director Walker, second by Director Bruce, to adjourn the regular meeting at 7:43 p.m. Motion carried unanimously.

**Next Board of Directors Meeting**

Wednesday, June 18, 2025 – 5:30 p.m.  
Virtual Classroom/Phone/Internet  
Red Oak Junior Senior High School Campus

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Bret Blackman, President

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Heidi Harris, Board Secretary

May 2025 Reconciliation Report

RED OAK COMMUNITY SCHOOLS 2024	GENERAL FUND (10)	MANAGEMENT (22)	PHYSICAL PLANT AND EQUIPMENT LEVY (36)	DEBT SERVICE (40)	SAVE TAXES/REV BONDS (33)
Beg. Balance 5-01-2025	\$5,956,543.17	\$461,609.62	\$3,704,848.01	\$2,431,054.19	\$3,738,436.30
Revenue	\$1,168,398.37	\$691.33	\$50,434.67	\$168,770.62	\$130,687.20
Expenditure	\$1,076,422.18	\$	\$9,175.90	\$1,574,168.76	\$73,955.66
Balance 5-31-2025	\$6,048,519.36	\$462,300.95	\$3,746,106.78	\$1,025,656.05	\$3,795,167.84

<b>Balance 5-31-2024</b>	\$5,795,311.50	\$987,431.15	\$3,363,657.99	\$1,155,858.30	\$3,279,284.00
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Checking Account .33%

Checking Account	\$7,189,833.09
Bank Iowa	\$2,655,196.75
ISJIT	\$5,257,659.02
Petty Cash	\$100.00
Outstanding Checks	\$25,037.88
	<u>\$15,077,750.98</u>

ACTIVITY FUND

Beg. Balance 5-01-2025	\$67,450.96
Revenue	\$21,145.54
Expenditure	\$28,695.36
Balance 5-31-2025	<u>\$59,901.14</u>

NUTRITION FUND

	\$837,625.17
	\$62,386.38
	\$69,793.81
	<u>\$830,217.74</u>

<b>Balance 5-31-2024</b>	\$73,591.28	\$750,750.07
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Checking Account .33%

Checking Account	\$59,901.14
Petty Cash Boxes	\$200.00
Outstanding cks	\$10,150.08
	<u>\$49,951.06</u>

	\$830,217.74
	\$16.20
	<u>\$830,201.54</u>

# Capital Projects Fund

	2021-2022	2022-2023	2023-2024	2024-2025
Beg Balance (July 1)	\$1,830,921	\$2,264,484	\$2,815,738	\$ 3,299,759
Add: Revenue				
1c Sales Tax	\$1,247,814	\$1,447,127	\$1,341,320	\$ 1,188,914.72
Interest	\$4,218	\$14,279	\$31,323	\$ 178,909.53
Subtotal	\$3,082,954	\$3,725,890	\$4,188,381	\$4,667,583
LESS: Expenditures				
Chromobook Lease				
Record FB/BB Fields Deed	\$10,097	\$73,612	\$73,803	\$ 73,955.67
Revenue Bond Payment	\$22	\$3,500	\$173	\$ 73,955.67
Revenue Bond Payment	\$73,807	\$73,612	\$73,803	\$ 73,955.67
Revenue Bond Payment	\$73,807	\$73,612	\$73,803	\$ 73,955.67
Revenue Bond Payment	\$73,801	\$73,612	\$2,983	\$ 73,955.67
Revenue Bond Payment	\$73,807	\$73,612	\$73,803	\$ 73,955.67
District Signage	\$9,895	\$9,717	\$73,803	\$ 73,955.67
Revenue Bond Payment	\$73,807	\$6,000	\$73,803	\$ 73,955.67
Revenue Bond Payment	\$73,807	\$73,612	\$73,803	\$ 14,715.00
Revenue Bond Payment	\$73,807	\$7,596	\$73,803	\$ 36,530.00
Revenue Bond Payment	\$73,807	\$73,612	\$73,803	\$ 73,955.66
Revenue Bond Payment	\$73,807	\$73,612	\$73,803	\$ 7,657.70
Revenue Bond Payment	\$73,807	\$73,612	\$73,803	\$ 73,955.66
Revenue Bond Payment	\$73,807	\$73,612	\$73,803	\$ 73,955.66
Track Incorrectly Coded	-\$3,500	\$73,612	\$73,803	\$ 73,955.66
Subtotal	\$828,387	\$910,152	\$888,796	\$872,415
Fund Balance	\$2,254,567	\$2,815,738	\$3,299,585	\$3,795,168

**PHYSICAL PLANT AND AN EQUIPMENT LEVY**

	2021-2022	2022-2023	2023 - 2024	2024-2025
Beginning Balance (July 1)	\$ 2,726,998.24	\$ 3,193,485.61	\$ 3,209,437.61	\$ 3,169,679.95
Add: Revenue		Add: Revenue		Add: Revenue
Property Taxes	\$ 130,392.46	\$ 174,097.05	\$ 599,750.69	\$ 661,041.36
Voted PPEL	\$ 446,494.67	\$ 420,024.91	\$ 420,024.91	\$ 19,812.75
Voted PPEL Surtax	\$ 174,559.79	\$ 45,787.95	\$ 74,345.39	\$ 60,487.46
Utility Replacement Tax	\$ 3,566.87	\$ 3,776.43	\$ 16,764.93	\$ 16,355.18
Utility Replacement Tax (SAVE)	\$ 16,751.07	\$ 13,371.56	\$ 145.75	\$ 123.06
Mobile Home Tax	\$ 45.81	\$ 88.96	\$ 145.75	\$ 14.45
Voted PPEL Mobile Home	\$ 269.31	\$ 88.06	\$ 113.50	\$ 14.45
Military Credit	\$ 31.27	\$ 27.29	\$ 113.50	\$ 14.45
Military Credit (SAVE)	\$ 0.56	\$ 98.69	\$ 113.50	\$ 14.45
Commercial Industrial tax	\$ 2,101.92	\$ 98.69	\$ 113.50	\$ 14.45
Commercial Ind. Voted PPEL	\$ 3,814.88	\$ 17,061.65	\$ 97,000.21	\$ 8,314.30
Interest	\$ 5,991.65	\$ 17,061.65	\$ 97,000.21	\$ 176,807.80
Sale of Vacant Lot	\$ 2,000.00	\$ 17,061.65	\$ 143,764.80	\$ 7994.50
Subtotal	\$ 786,020.26	\$ 674,422.55	\$ 931,885.27	\$ 950,950.86
TOTAL AVAILABLE	\$ 3,513,018.50	\$ 3,867,908.16	\$ 4,141,322.88	\$ 4,120,630.81
LESS: Expenditures		LESS: Expenditures		LESS: Expenditures
Frontline License Renewals	\$ 17,052.94	\$ 169,794.56	\$ 84,897.28	\$ 80,485.64
US Bank-Chromebook Lease Payment	\$ 84,897.28	\$ 41,560.28	\$ 36,310.83	\$ 52,471.62
Forecast5	\$ 14,426.00	\$ 18,715.00	\$ 2,958.20	\$ 3,118.76
Software Unlimited	\$ 8,195.00	\$ 7,000.00	\$ 1,922.04	\$ 5,916.40
Heartland Insulators	\$ 5,120.00	\$ 34,356.02	\$ 4,655.00	\$ 4,465.00
Bus Lease	\$ 61,602.40	\$ 61,602.40	\$ 2,958.20	\$ 56,400.52
259.08	\$ 259.08	\$ 11,608.00	\$ 137,764.80	\$ 63,106.43
Rent Council Bluffs Sp Ed	\$ 2,202.60	\$ (84,897.28)	\$ 77,184.00	\$ 2,958.20
Rent Council Bluffs Sp Ed	\$ 4,000.00	\$ 3,015.34	\$ (18,318.56)	\$ 11,794.25
Track Resurfacing	\$ 4,000.00	\$ 419.93	\$ 12,590.23	\$ 2,958.20
		\$ 82,000.00	\$ 2,958.20	\$ 2,000.00
		\$ 2,978.20	\$ 7,900.00	\$ 8,270.00
		\$ 3,500.00	\$ 1,259.17	\$ 2,958.20
		\$ 2,968.20	\$ 195,505.00	\$ 30,683.90
		\$ 2,484.44	\$ 5,520.92	\$ 10,623.90
		\$ 2,968.20	\$ 100.00	\$ 3,965.45
		\$ 57,186.00	\$ 2,000.00	\$ 5,633.10
		\$ 5,678.50	\$ 4,370.36	\$ 735.00
		\$ 2,968.20	\$ 7,134.80	\$ 2,958.20
		\$ 2,272.87	\$ 8,700.00	\$ 4,520.00
		\$ 2,968.20	\$ 23,073.00	\$ 4,498.20
		\$ 178,070.00	\$ 2,958.20	\$ 1,676.96
		\$ 3,100.00	\$ 12,150.00	\$ 192.00
		\$ 1,947.40	\$ 105,800.00	\$ 2,958.20
		\$ 1,435.00	\$ 5,347.90	\$ 375.00
		\$ 3,920.00	\$ 3,130.10	\$ 8,800.90
		\$ 2,003.36	\$ 4,161.08	
		\$ 2,958.20	\$ 3,125.78	
		\$ 6,000.00	\$ 151,983.90	
		\$ 7,112.92	\$ 1,223.50	
		\$ 9,042.55	\$ 77,184.00	
		\$ 2,958.20		
Subtotal	\$ 197,755.30	\$ 652,662.89	\$ 971,642.93	\$ 374,524.03
Cash Balance	\$ 3,315,263.20	\$ 3,215,245.27	\$ 3,169,679.95	\$ 3,746,106.78

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Checking Account ID 1	Fund Number 10	OPERATING FUND
AGRIVISION	20250612	79.13
10 9010 2640 000 0000 618	battery for old gator	79.13
Vendor Name AGRIVISION		79.13
AHLERS & COONEY	891507	1,632.50
10 9010 2310 000 0000 342	Professional Services	1,632.50
Vendor Name AHLERS & COONEY		1,632.50
AMAZON CAPITAL SERVICES, INC.	117W-G3DH-FKMN	99.89
10 0418 2620 000 0000 618	wallpaper adhesive	99.89
AMAZON CAPITAL SERVICES, INC.	161H-7HVF-1W3Q	34.99
10 0418 1200 217 3303 612	SPED - Training Toilete	34.99
AMAZON CAPITAL SERVICES, INC.	1D4Y-GNM9-G4QK	17.83
10 9010 2620 000 0000 618	protective gloves	17.83
AMAZON CAPITAL SERVICES, INC.	1G9K-TC6G-4PKF	50.97
10 9010 2640 000 0000 618	sprayer part	50.97
AMAZON CAPITAL SERVICES, INC.	1WXP-WY6Q-YDWV	21.99
10 9010 2640 000 0000 618	sprayer repair	21.99
Vendor Name AMAZON CAPITAL SERVICES, INC.		225.67
BATTEN SANITATION SERVICE	TrashMay2025	6,440.00
10 0109 2630 000 0000 421	HS Trash Serivces	2,070.00
10 0418 2630 000 0000 421	IES Trash Services	2,070.00
10 0445 2630 000 0000 421	ROECC Trash Services	2,145.00
10 9010 2630 000 0000 421	Admin/BBF/BBF Trash Services	155.00
Vendor Name BATTEN SANITATION SERVICE		6,440.00
CAMBLIN MECHANICAL INC	42816	202.06
10 0445 2620 000 0000 432	camblin heating repair	202.06
Vendor Name CAMBLIN MECHANICAL INC		202.06
CAPITAL SANITARY SUPPLY CO.	330,331,332,333	1,520.34
10 9010 2640 000 0000 618	Repair Brush & Bearing Clip	422.46
10 9010 2640 000 0000 618	Replaced Pump	421.97
10 9010 2640 000 0000 618	Replaced Vac Motor	430.31
10 9010 2640 000 0000 618	Replaced Recovery Lid & Drain Hose	245.60
CAPITAL SANITARY SUPPLY CO.	0086928	943.30
10 9010 2620 000 0000 618	Supplies	943.30
Vendor Name CAPITAL SANITARY SUPPLY CO.		2,463.64
CASEY'S BUSINESS MASTERCARD	20250616	48.92
10 9010 2700 000 0000 626	Activities Fuel - May	48.92
Vendor Name CASEY'S BUSINESS MASTERCARD		48.92
CHEMSEARCH	9178530	510.55
10 0109 2640 000 0000 433	Maintenace	510.55
CHEMSEARCH	9184786	531.93

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
10 0418 2640 000 0000 433	IES Boiler	531.93
Vendor Name CHEMSEARCH		1,042.48
CITY OF RED OAK	WaterMay2025	2,080.35
10 9010 2620 000 0000 411	Admin/Bus Barn/BB/BBF	154.30
10 0109 2620 000 0000 411	HS Water	753.30
10 0418 2620 000 0000 411	IES Water	839.29
10 0445 2620 000 0000 411	ROECC Water	333.46
Vendor Name CITY OF RED OAK		2,080.35
COUNCIL BLUFFS COMM SCHOOLS	20250626	16,355.43
10 9010 1200 217 3303 320	Sped lvl 3 April	16,355.43
Vendor Name COUNCIL BLUFFS COMM SCHOOLS		16,355.43
CREXENDO BUSINESS SOLUTIONS, INC	256855	1,445.54
10 9010 2510 000 0000 532	Internet Phone	1,445.54
Vendor Name CREXENDO BUSINESS SOLUTIONS, INC		1,445.54
DEPARTMENT OF EDUCATION	TRANS005779	50.00
10 9010 2700 000 0000 434	Inspection	50.00
Vendor Name DEPARTMENT OF EDUCATION		50.00
DEPARTMENT OF INSPECTIONS, APPEALS, & LICENSING	335332	175.00
10 0109 2640 000 0000 433	Operating Permit Fee	175.00
Vendor Name DEPARTMENT OF INSPECTIONS, APPEALS, & LICENSING		175.00
EAST MILLS COMMUNITY SCHOOLS	Conccurret-2-2425	281.74
10 9010 1000 100 0000 567	Concurrent Enrollment 2nd Sen 24-25	281.74
EAST MILLS COMMUNITY SCHOOLS	OE-SEM2-2425	52,109.90
10 9010 1000 100 0000 567	OE	47,260.36
10 9010 1000 130 3116 567	TLC	3,414.36
10 9010 1000 100 3376 567	PD	686.94
10 9010 1000 100 3216 567	EIC	748.24
Vendor Name EAST MILLS COMMUNITY SCHOOLS		52,391.64
FAREWAY FOOD STORES	20250522	62.36
10 0109 1300 340 0000 612	FACS-Groceries	62.36
FAREWAY FOOD STORES	20250529	122.95
10 9010 2321 000 0000 618	End of Year Celebration supplies	122.95
FAREWAY FOOD STORES	20250616	13.14
10 9010 2321 000 0000 618	Board Meeting supplies	13.14
FAREWAY FOOD STORES	20250616-0001	25.00
10 0109 1000 100 0000 612	Ag Commodity Lab Supplies	25.00
Vendor Name FAREWAY FOOD STORES		223.45
FES	INV003659	405.00
10 9010 2235 000 0000 358	Web Hosting	405.00
Vendor Name FES		405.00

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
FIRST BANKCARD - HH	20250612	103.35
10 9010 2310 000 0000 340	Fignerprinting x 3	103.05
10 9010 2310 000 0000 340	Previous Pymt Short	0.30
FIRST BANKCARD - HH	20250612-0002	99.68
10 9010 2630 000 0000 618	weed chemical	99.68
FIRST BANKCARD - HH	20250616	155.41
10 0109 1000 100 8101 618	Portfolios, Planners	155.41
FIRST BANKCARD - HH	20250616-0001	44.47
10 9010 2620 000 0000 618	Interest Charged	44.47
Vendor Name FIRST BANKCARD - HH		402.91
FIRST BANKCARD - OFFICE CARD 2	20250612	58.96
10 9010 2630 000 0000 618	backstop net repair	58.96
Vendor Name FIRST BANKCARD - OFFICE CARD 2		58.96
FIRST BANKCARD - OFFICE CARD 4	20250612-0001	38.72
10 0418 2410 000 0000 531	Inman postage - certified letters	38.72
Vendor Name FIRST BANKCARD - OFFICE CARD 4		38.72
FIRST BANKCARD BUSINESS MANAGER	20250612-0001	250.00
10 9010 2310 000 0000 810	FY2026 IASBO Memebership	250.00
Vendor Name FIRST BANKCARD BUSINESS MANAGER		250.00
FOLLETT SCHOOL SOLUTIONS INC	20250616	687.84
10 0109 2222 000 0000 652	Service renewal - Destiny library softwa	343.92
10 0418 2222 000 0000 652	Service renewal - Destiny library softwa	343.92
Vendor Name FOLLETT SCHOOL SOLUTIONS INC		687.84
GREEN HILLS AEA	5522	1,826.00
10 9010 2235 000 0000 358	KnowBe4	176.00
10 9010 2235 000 0000 358	vCISO Service	1,650.00
GREEN HILLS AEA	5561	41,010.00
10 9010 1000 420 1119 220	MSW 2nd Semester	41,010.00
Vendor Name GREEN HILLS AEA		42,836.00
GRISWOLD COMMUNITY SCHOOLS	OE-SEM2-2025	38,704.38
10 9010 1000 100 0000 567	OE	35,217.00
10 9010 1000 130 3116 567	TLC	2,455.31
10 9010 1000 100 3376 567	Prof Dev	494.00
10 9010 1000 100 3216 567	EIC	538.07
Vendor Name GRISWOLD COMMUNITY SCHOOLS		38,704.38
GRUNWALD MECHANICAL	6950	2,372.50
10 0418 2640 000 0000 433	IES Boiler Repair from Feb	2,372.50
Vendor Name GRUNWALD MECHANICAL		2,372.50
HOOD MASTERS	63357	2,519.85
10 0418 2620 000 0000 432	IES Kitchen Exhaust Hood	799.95

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
	Servicing	
10 0109 2620 000 0000 432	HS Kitchen & Concessions Hood Service	1,719.90
HOOD MASTERS	84847	770.67
10 0109 2620 000 0000 432	System Inspection, Integrity Test	770.67
Vendor Name	HOOD MASTERS	3,290.52
HY VEE FOOD STORES	20250522-0001	523.00
10 0109 2410 000 0000 618	BALLOON BOUQUESTS FOR ACADEMIC AWARDS NI	104.00
10 0109 2410 000 0000 618	FRESH FLORAL ARRANGEMENT FOR GRADUATION	75.00
10 0109 2410 000 0000 618	TIGER LILIES FOR SENIORS FOR GRADUATION	344.00
HY VEE FOOD STORES	20250612	5.00
10 0418 1200 217 3303 618	SPED - Life Skill Project	5.00
Vendor Name	HY VEE FOOD STORES	528.00
JOHNSON AUTO PARTS	20250612	48.96
10 9010 2620 000 0000 618	mower parts	48.96
Vendor Name	JOHNSON AUTO PARTS	48.96
JOHNSON CONTROLS FIRE PROTECTION LP	41821721/41823879	73,199.26
10 0445 2670 000 0000 490	Voice Evacuation Fire Alarm 41821721	5,251.85
10 0445 2670 000 0000 490	Voice Evacuation Fire Alarm 41823879	67,947.41
Vendor Name	JOHNSON CONTROLS FIRE PROTECTION LP	73,199.26
JOSTENS	20250522	25.70
10 0109 2410 000 0000 618	DIPLOMA COVER FOR HAILEY NAGUNST	9.75
10 0109 2410 000 0000 618	PACKAGING, HANDLING & DELIVERY	15.95
JOSTENS	20250529	39.10
10 0109 2410 000 0000 618	REPLACEMENT DIPLOMA DUE TO NAME CHANGE F	6.15
10 0109 2410 000 0000 618	PACKAGING, HANDLING & DELIVERY.	32.95
Vendor Name	JOSTENS	64.80
LEWIS CENTRAL COMMUNITY SCHOOL	oe2-2024	4,181.26
10 9010 1000 130 3116 567	TLC	188.87
10 9010 1000 100 0000 567	OE	3,913.00
10 9010 1000 100 3376 567	PD	38.00
10 9010 1000 100 3216 567	EIC	41.39
Vendor Name	LEWIS CENTRAL COMMUNITY SCHOOL	4,181.26
LINKE, JOYCE	Mileage24-25	4,321.80
10 0109 2120 000 0000 580	August - October Mileage	1,411.20
10 0109 2120 000 0000 580	November - January Mileage	1,234.80
10 0109 2120 000 0000 580	February - April Mileage	1,264.20
10 0109 2120 000 0000 580	May Mileage	411.60
Vendor Name	LINKE, JOYCE	4,321.80



Vendor Name	Invoice Number	Amount	
Account Number	Detail Description		Amount
LORENZ, RONALD	PhoneQtr3-2025	250.00	
10 9010 2231 000 0000 580	Cell Phone Stipen		250.00
LORENZ, RONALD	PhoneQtr4-2025	250.00	
10 9010 2231 000 0000 580	Qtr 4Cell Phone Stipen		250.00
Vendor Name LORENZ, RONALD			500.00
LYNN'S HOME BAKED EATS & TREATS	20250529	42.00	
10 9010 2321 000 0000 618	Cookies		42.00
Vendor Name LYNN'S HOME BAKED EATS & TREATS			42.00
MATHESON TRI-GAS	20250616	34.61	
10 0109 1300 370 0000 612	Replacement Oxygen Cylinders		34.61
Vendor Name MATHESON TRI-GAS			34.61
MCALPIN, DESTINY	Reimbursemen t2025	20.00	
10 9010 1920 100 7430	REIMBURSEMENT - CHARGER		20.00
Vendor Name MCALPIN, DESTINY			20.00
MEDIACOM	0648 June 2025	207.92	
10 9010 2236 000 0000 536	Internet		207.92
MEDIACOM	0648MAY2025	207.49	
10 9010 2236 000 0000 536	District Internet		207.49
MEDIACOM	2692 June 2025	1,550.00	
10 9010 2236 000 0000 536	Internet		1,550.00
MEDIACOM	2692MAY2025	1,550.00	
10 9010 2236 000 0000 536	District Internet		1,550.00
Vendor Name MEDIACOM			3,515.41
MIDAMERICAN ENERGY	566643476	123.52	
10 9010 2620 000 0000 622	Admin Electric		123.52
MIDAMERICAN ENERGY	566648314	1,102.17	
10 0445 2620 000 0000 622	ROECC Electric		1,102.17
MIDAMERICAN ENERGY	566648646	123.31	
10 9010 2620 000 0000 622	FBF Electric		123.31
MIDAMERICAN ENERGY	566649124	5,503.40	
10 0418 2620 000 0000 622	IES Electric		5,503.40
MIDAMERICAN ENERGY	566649452	7,879.68	
10 0109 2620 000 0000 622	HS Electric		7,879.68
MIDAMERICAN ENERGY	566661249	243.40	
10 9010 2620 000 0000 622	Bus Barn Electric		243.40
MIDAMERICAN ENERGY	5666640371	259.68	
10 0109 2620 000 0000 622	Fieldhouse Electric		259.68
MIDAMERICAN ENERGY	566669656	207.46	
10 9010 2620 000 0000 622	Sports Complex Electric		207.46
Vendor Name MIDAMERICAN ENERGY			15,442.62
MONTGOMERY CO. MEMORIAL HOSP.	14354	8,008.00	
10 9010 2134 000 1134 597	Nurse Pay		8,008.00
Vendor Name MONTGOMERY CO. MEMORIAL HOSP.			8,008.00

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
NEW COOPERATIVE INC	20250522	40.67
10 0109 1300 370 0000 612	Wood Glue	25.99
10 0109 1300 370 0000 612	#2 Square Bit	5.99
10 0109 1300 370 0000 612	1 inch pocket screws	8.69
NEW COOPERATIVE INC	20250522-0001	245.81
10 0109 1300 370 0000 612	14x10 Ridge Cap	29.19
10 0109 1300 370 0000 612	Corner Trim	147.16
10 0109 1300 370 0000 612	1 1/2 inch white screws	32.99
10 0109 1300 370 0000 612	1/4 hex driver heads	8.38
10 0109 1300 370 0000 612	#30 felt Paper	28.09
NEW COOPERATIVE INC	NCIApril2025	4,157.46
10 9010 2700 000 0000 627	Diesel	1,044.71
10 9010 2700 000 0000 626	Maintenance Ethanol	557.96
10 9010 2700 000 0000 626	Ethanol	1,310.82
10 9010 2700 217 3303 626	Sped Gas	879.13
10 9010 2700 217 3303 627	Sped Diesel	364.84
Vendor Name NEW COOPERATIVE INC		4,443.94
NOLTE, CORNMAN & JOHNSON P.C.	20250603	11,400.00
10 9010 2310 000 0000 320	Audit Fees	11,400.00
Vendor Name NOLTE, CORNMAN & JOHNSON P.C.		11,400.00
OFFICE OF THE AUDITOR	20250603	850.00
10 9010 2310 000 0000 320	Audit Fee	850.00
Vendor Name OFFICE OF THE AUDITOR		850.00
OREILLY AUTO PARTS	20250616	5.29
10 9010 2700 000 0000 618	Supplies	5.29
Vendor Name OREILLY AUTO PARTS		5.29
PIONEER PAINT	INV-248310	1,276.95
10 9010 2630 000 0000 618	Field paint	1,276.95
Vendor Name PIONEER PAINT		1,276.95
RED OAK DO IT CENTER	109088	14.56
10 0445 2620 000 0000 618	fittings for camera project	14.56
RED OAK DO IT CENTER	109139	93.94
10 9010 2620 000 0000 618	material for painting project	93.94
Vendor Name RED OAK DO IT CENTER		108.50
RED OAK GLASS INC.	20450	75.00
10 9010 2620 000 0000 618	front door lock cylinder	75.00
Vendor Name RED OAK GLASS INC.		75.00
RED OAK LANES	20250529	224.00
10 0418 1000 100 8001 612	6th Grade Bowling	224.00
Vendor Name RED OAK LANES		224.00
RED OAK PUBLISHING LLC	PUBLICATIONS-MAY2025	750.55
10 9010 2572 000 0000 540	May Publications	750.55
Vendor Name RED OAK PUBLISHING LLC		750.55

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
RIVERSIDE COMMUNITY SCHOOLS	OE-SEM2-2425	4,181.26
10 9010 1000 100 0000 567	OE	3,913.00
10 9010 1000 130 3116 567	TLC	188.87
10 9010 1000 100 3376 567	PD	38.00
10 9010 1000 100 3216 567	EIC	41.39
Vendor Name RIVERSIDE COMMUNITY SCHOOLS		4,181.26
RIVERSIDE TECHNOLOGIES, INC	RC0003577	760.00
10 9010 2235 000 0000 359	Managed Services	760.00
RIVERSIDE TECHNOLOGIES, INC	RC0003626	12.00
10 9010 2235 000 0000 359	DUO MFA	12.00
Vendor Name RIVERSIDE TECHNOLOGIES, INC		772.00
SCHILDBERG CONSTRUCTION CO.	280652	195.63
10 9010 2630 000 0000 618	SBF limestone	195.63
Vendor Name SCHILDBERG CONSTRUCTION CO.		195.63
STANTON COMMUNITY SCHOOL DIST.	OE-SEM2-2425	299,708.86
10 9010 1000 100 3216 567	EIC	3,141.97
10 9010 1000 100 3376 567	PD	2,884.44
10 9010 1000 130 3116 567	TLC	14,337.45
10 9010 1000 100 0000 567	OE	279,345.00
STANTON COMMUNITY SCHOOL DIST.	Supplemental 24-25	3,412.14
10 9010 1000 100 0000 567	Supplemental	3,412.14
Vendor Name STANTON COMMUNITY SCHOOL DIST.		303,121.00
SYNCQUIP LLC	1235	574.97
10 0109 2620 000 0000 432	HVAC repair	574.97
SYNCQUIP LLC	1253	1,813.97
10 0109 2620 000 0000 432	Pressure Switch Alarms	1,813.97
SYNCQUIP LLC	1255	988.97
10 0109 2620 000 0000 432	Programmed Gym Correctly	988.97
SYNCQUIP LLC	1271	576.47
10 0109 2620 000 0000 432	Replacement Temp & Humidity Sensor	576.47
SYNCQUIP LLC	1272	1,066.02
10 0109 2620 000 0000 432	HVAC Repair	1,066.02
Vendor Name SYNCQUIP LLC		5,020.40
THYSSENKRUPP ELEVATOR CORP	1000698465	198.74
10 0109 2620 000 0000 432	HS Maintenance Elevator	198.74
Vendor Name THYSSENKRUPP ELEVATOR CORP		198.74
TIMBERLINE BILLING SERVICE LLC	31667	300.90
10 9010 2510 217 3303 350	Medicaid Billing	300.90
Vendor Name TIMBERLINE BILLING SERVICE LLC		300.90
US CELLULAR	0729786657	650.16
10 9010 2490 000 0000 532	Maintenance Phones	140.64
10 9010 2490 000 0000 532	Technology Phone	46.88
10 9010 2490 000 0000 532	Principal Phones	140.64
10 9010 2490 000 0000 532	FBF/BBF MiFi	228.24

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
10 9010 2490 000 0000 530	Bus Barn Phone	46.88
10 9010 2490 000 0000 530	Nurse Phone	46.88
Vendor Name US CELLULAR		650.16

VISUAL EDGE IT dba COUNSEL	24AR2709180	849.27
10 0109 1000 100 0000 359	HS Copier Clicks	222.21
10 0418 1000 100 0000 359	IES Copier Clicks	455.87
10 0445 1000 100 0000 359	ROECC Copier Clicks	100.21
10 9010 2520 000 0000 618	Steady Serve	12.99
10 9010 2520 000 0000 618	Admin Copier Clicks	57.99
Vendor Name VISUAL EDGE IT dba COUNSEL		849.27

WELLS FARGO LEASING	5034378843	1,215.50
10 9010 2520 000 0000 618	Admin Copier Lease	110.50
10 0445 1000 100 0000 359	ROECC Copier Lease	221.30
10 0418 1000 100 0000 359	IES Copier Lease	331.50
10 0109 1000 100 0000 359	HS Copier Lease	552.20
Vendor Name WELLS FARGO LEASING		1,215.50

WESTLAKE ACE HARDWARE	20250529	20.77
10 0445 1200 460 3117 618	Cabinet Locks for PK	20.77
WESTLAKE ACE HARDWARE	2854747	432.35
10 9010 2620 000 0000 618	District Supplies	57.53
10 0445 2620 000 0000 618	ROECC Supplies	127.57
10 0109 2620 000 0000 618	HS Supplies	184.28
10 0418 2620 000 0000 618	IES Supplies	62.97
Vendor Name WESTLAKE ACE HARDWARE		453.12

WINGFIELD, FELISHA	MileageMay2025	46.20
10 0109 1000 100 0000 580	Mileage Reimbursement	46.20
Vendor Name WINGFIELD, FELISHA		46.20

WOODHULL, MICHELL	Reimbursements2025	20.00
10 9010 1920 100 7430	REIMBURSEMENT - CHARGER	20.00
Vendor Name WOODHULL, MICHELL		20.00

Fund Number 10		619,967.77
Checking Account ID 1	Fund Number 33	CAPITAL PROJECTS - LOST
ALLEY, POYNER, MACCHIETTO, ARCHITECTURE, INC	24077-5	8,200.50
33 9010 2620 000 0000 490	IES Construction	8,200.50
Vendor Name ALLEY, POYNER, MACCHIETTO, ARCHITECTURE, INC		8,200.50

Fund Number 33		8,200.50
Checking Account ID 1	Fund Number 36	PHYSICAL PLANT & EQUIPMENT
COUNCIL BLUFFS COMM SCHOOLS	20250626	3,211.74
36 9010 2620 000 0000 441	Rent	3,211.74
Vendor Name COUNCIL BLUFFS COMM SCHOOLS		3,211.74

WILLIAMS SCOTSMAN INC	9023774205	2,958.20
36 9010 2620 000 0000 441	IES Portable	2,958.20
Vendor Name WILLIAMS SCOTSMAN INC		2,958.20

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Fund Number 36		6,169.94
Checking Account ID 1		634,338.21
Checking Account ID 2	Fund Number 61	SCHOOL NUTRITION FUND
BROWER, GREG	SeniorLunch2 025	20.20
61 483 000 0000 000	Senior Lunch Reimbursement	20.20
Vendor Name BROWER, GREG		20.20
DEVRIES, TAMMY	SeniorLunch2 025	32.65
61 483 000 0000 000	Senior Lunch Reimbursement	32.65
Vendor Name DEVRIES, TAMMY		32.65
GIGSTAD, ANN	SeniorLunch2 025	43.00
61 483 000 0000 000	Senior Lunch Reimbursement	43.00
Vendor Name GIGSTAD, ANN		43.00
HOYT, CORIE	SeniorLunch- 2025	3.30
61 483 000 0000 000	Senior Lunch Reimbursement	3.30
Vendor Name HOYT, CORIE		3.30
JOHNSON, DARIN	SeniorLunch2 025	19.50
61 483 000 0000 000	Senior Lunch Reimbursement	19.50
Vendor Name JOHNSON, DARIN		19.50
OLIVAS, CAROL	SeniorLunch2 025	1.90
61 483 000 0000 000	Senior Lunch Reimbursement	1.90
Vendor Name OLIVAS, CAROL		1.90
OPAA! FOOD MANAGEMENT INC	IA00065013	2,283.00
61 9010 3110 000 4557 631	FFVP May	2,283.00
OPAA! FOOD MANAGEMENT INC	IA00065215	40,750.23
61 9010 3110 000 0000 570	May Food Expenses	40,750.23
Vendor Name OPAA! FOOD MANAGEMENT INC		43,033.23
RICHARDS, TAMMY	SeniorLunch2 025	15.00
61 483 000 0000 000	Senior Lunch Reimbursement	15.00
Vendor Name RICHARDS, TAMMY		15.00
SIFFORD, MELANIE	SeniorLunch2 025	29.55
61 483 000 0000 000	Senior Lunch Reimbursement	29.55
Vendor Name SIFFORD, MELANIE		29.55
SMITH, MICHELE	LunchReimbur sement25	7.71
61 483 000 0000 000	Lunch Reimbursement	7.71
Vendor Name SMITH, MICHELE		7.71

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
TORBETT, KATHRYN	SeniorLunch2 025	12.23
61 483 000 0000 000	Senior Lunch Reimbursement	12.23
Vendor Name TORBETT, KATHRYN		12.23
TURNBULL, PATRICIA	SeniorLunch2 025	10.00
61 483 000 0000 000	Senior Lunch Reimbursement	10.00
Vendor Name TURNBULL, PATRICIA		10.00
Fund Number 61		43,228.27
Checking Account ID 2		43,228.27
Checking Account ID 3	Fund Number 21	STUDENT ACTIVITY FUND
AMAZON CAPITAL SERVICES, INC.	13L3-TM9V- 677M	39.44
21 0109 1400 950 7408 618	FCCLA Supplies	39.44
Vendor Name AMAZON CAPITAL SERVICES, INC.		39.44
ATLANTIC HIGH SCHOOL	20250612	155.00
21 0109 1400 920 6600 618	Boys Tennis and VB Clinic	155.00
Vendor Name ATLANTIC HIGH SCHOOL		155.00
BOND, DAWSON	BOND060925	125.00
21 0109 1400 920 6730 340	9th BSB OFFICIAL	125.00
Vendor Name BOND, DAWSON		125.00
BOYER VALLEY CSD	20250612	100.00
21 0109 1400 920 6835 810	Softball Tourn	100.00
Vendor Name BOYER VALLEY CSD		100.00
BRUCK, JAMES	BRUCK060925	200.00
21 0109 1400 920 6730 340	V DH BSB OFFICIAL	200.00
Vendor Name BRUCK, JAMES		200.00
BUSCH, SCOTT	BUSCH052325	190.00
21 0109 1400 920 6730 340	JV/V BSB OFFICIAL	190.00
Vendor Name BUSCH, SCOTT		190.00
COUSE, LANDON	COUSE060925	125.00
21 0109 1400 920 6730 340	9th BSB OFFICIAL	125.00
Vendor Name COUSE, LANDON		125.00
DANIELS, MAT	DANIELS06032 5	190.00
21 0109 1400 920 6730 340	JV/V BSB OFFICIAL	190.00
Vendor Name DANIELS, MAT		190.00
DOYLE, JIM	DOYLE060325	160.00
21 0109 1400 920 6835 340	V/JV SB OFFICIAL	160.00
Vendor Name DOYLE, JIM		160.00
ERICKSON, MARK	Reimbursemen t051625	199.75

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
21 0109 1400 920 6600 618	Golf Food	199.75
Vendor Name ERICKSON, MARK		199.75
FAREWAY FOOD STORES	20250616-0002	26.82
21 0109 1400 950 7408 618	FCCLA Supplies	26.82
Vendor Name FAREWAY FOOD STORES		26.82
FIRST BANKCARD - HH	20250612-0001	1,107.55
21 0109 1400 910 6121 618	Adventureland Tickets	1,107.55
FIRST BANKCARD - HH	81059526850	300.00
21 0109 1400 910 6220 810	Iowa Honor Band 2025	300.00
Vendor Name FIRST BANKCARD - HH		1,407.55
FIRST BANKCARD - OFFICE CARD 3	20250612	92.82
21 0109 1400 910 6210 580	IHSMTA Food	92.82
Vendor Name FIRST BANKCARD - OFFICE CARD 3		92.82
FIRST BANKCARD - OFFICE CARD 4	20250612	412.70
21 0109 1400 910 6210 580	IHSMTA Hotel	412.70
FIRST BANKCARD - OFFICE CARD 4	20250612-0002	3,056.40
21 9010 1400 920 6740 580	Boys Track Hotel	385.20
21 9010 1400 920 6740 580	Boys Track Food	2,671.20
FIRST BANKCARD - OFFICE CARD 4	20250612-0003	1,074.84
21 0109 1400 920 6660 580	Girls Golf State	1,074.84
FIRST BANKCARD - OFFICE CARD 4	20250616	195.00
21 0109 1400 910 6220 810	bandmasters.com	195.00
Vendor Name FIRST BANKCARD - OFFICE CARD 4		4,738.94
FIRST BANKCARD BUSINESS MANAGER	20250612	2,425.97
21 9010 1400 920 6840 580	Girls Track Hotel	547.73
21 9010 1400 920 6840 580	Girls Track Food	1,878.24
Vendor Name FIRST BANKCARD BUSINESS MANAGER		2,425.97
GACKE, ADAM	GACKE052925	190.00
21 0109 1400 920 6730 340	JV/V BSB OFFICIAL	190.00
Vendor Name GACKE, ADAM		190.00
GAME ONE dba Graphic Edge	10409611	911.14
21 0109 1400 920 6600 618	Baseball Hats	911.14
Vendor Name GAME ONE dba Graphic Edge		911.14
HY VEE FOOD STORES	20250522	51.40
21 0109 1400 920 6600 618	District Golf Food	51.40
Vendor Name HY VEE FOOD STORES		51.40
IOWA FFA ASSOCIATION	27669	70.00
21 0109 1400 950 7407 810	Colt Registration	70.00
Vendor Name IOWA FFA ASSOCIATION		70.00
JOHNSON, CHRIS	JOHNSON05202	100.00

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
	5	
21 0109 1400 920 6730 340	V BSB OFFICIAL	100.00
Vendor Name JOHNSON, CHRIS		100.00
JOHNSON, NOAH	JOHNSON05282	100.00
	5	
21 0109 1400 920 6835 340	V SB OFFICIAL	100.00
JOHNSON, NOAH	JOHNSON06092	180.00
	5	
21 0109 1400 920 6835 340	V DH SB OFFICIAL	180.00
Vendor Name JOHNSON, NOAH		280.00
KVAMMEN, SCOTT	KVAMMEN05162	165.00
	5	
21 9010 1400 920 6725 320	Soccer Official	165.00
Vendor Name KVAMMEN, SCOTT		165.00
MCDERMOTT, MIKE	MCDERMOTT052	125.00
	225	
21 0109 1400 920 6835 340	SB Scrimmage Official	125.00
MCDERMOTT, MIKE	MCDERMOTT060	160.00
	225	
21 0109 1400 920 6835 340	V/JV Softball OFFICIAL	160.00
Vendor Name MCDERMOTT, MIKE		285.00
METZGER, CHAD	METZGER06032	190.00
	5	
21 0109 1400 920 6835 340	JV/V BSB OFFICIAL	190.00
Vendor Name METZGER, CHAD		190.00
PACE, RICK	PACE052825	100.00
21 0109 1400 920 6835 340	V SB OFFICIAL	100.00
PACE, RICK	PACE060925	180.00
21 0109 1400 920 6835 340	V SB DH OFFICIAL	180.00
Vendor Name PACE, RICK		280.00
PAT LEWIS TRUCKING LLC	20250522	150.00
21 0109 1400 920 6600 618	Limestone	150.00
Vendor Name PAT LEWIS TRUCKING LLC		150.00
PERKINS, JOSH	PERKINS05222	125.00
	5	
21 0109 1400 920 6835 340	Softball Scrimmage Official	125.00
PERKINS, JOSH	PERKINS06022	160.00
	5	
21 0109 1400 920 6835 340	V/JV SB OFFICIAL	160.00
Vendor Name PERKINS, JOSH		285.00
TAYLOR, DUSTIN	TAYLOR052925	190.00
21 0109 1400 920 6730 340	JV/V BSB OFFICIAL	190.00
TAYLOR, DUSTIN	TAYLOR060825	200.00
21 0109 1400 920 6730 340	V DH BSB OFFICIAL	200.00
Vendor Name TAYLOR, DUSTIN		390.00
WEINRICH, JON	WEINRICH0520	100.00



Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
	25	
21 0109 1400 920 6730 340	V BSB OFFICIAL	100.00
WEINRICH, JON	WEINRICH5232	190.00
	5	
21 0109 1400 920 6730 340	JV/V BSB OFFICIAL	190.00
Vendor Name WEINRICH, JON		<hr/> 290.00
WIEGEL, SHANE	WIEGEL060325	160.00
21 0109 1400 920 6835 340	V/JV SB OFFICIAL	160.00
Vendor Name WIEGEL, SHANE		<hr/> 160.00
WISOA	2025 WISOA	105.00
	SCHEDULIN	
21 9010 1400 920 6725 320	Soccer Official Scheduling	105.00
Vendor Name WISOA		<hr/> 105.00
Fund Number 21		<hr/> 14,078.83
Checking Account ID 3		<hr/> 14,078.83

# Inman Schools - CPQ-936039

## Planned Service Agreement



**Johnson Controls Fire Protection LP**  
4829 South 115th Street  
Omaha NE68137  
USA

**Proposal Presented On:**  
**05-09-2025**



SERVICE SOLUTION

Customer #: 1991704  
Red Oak Comm School District  
Date: 9-May-25  
Proposal #: CPQ-936039  
Term: 1-Jun-25 to 31-May-28  
External Contract #:  
Subscription ERP #:

Billing Customer:  
Red Oak Community Schools  
2011 North 8th Street  
Admin Center-tech Building  
RED OAK, IA 51566-1372

Service Location:  
Inman Primary School  
900 Inman Dr,  
Red Oak, IA 51566-1371

Johnson Controls Fire Protection LP  
Sales Representative:  
James Badura  
4829 South 115th Street  
Omaha NE 68137  
james.dean.badura@jci.com

INVESTMENT SUMMARY  
(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Inman Primary School			\$3,573.78
SYSTEM-FA-SMPLX 4004/4005			
SIMPLEX 4004/4005 SYSTEM	Est. First Inspection: September		

FIRE ALARM ESSENTIAL SERVICE OFFER Total: \$3,573.78

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

## SERVICE SOLUTION

### SUMMARY OF SERVICES

The summary of services is intended to cover the following locations:

Location	Address	City	State	Zip	Fire Alarm
Inman Primary School	900 Inman Dr,	Red Oak	IA	51566-1371	\$3,573.78

### FIRE ALARM ESSENTIAL SERVICE OFFER

#### SYSTEM-FA-SMPLX 4004/4005

##### TEST AND INSPECTION:

Inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. Unless otherwise specified herein, batteries installed within wireless initiating and notification peripheral devices are not covered under this agreement. Replacement of such batteries will be at an additional cost.

##### DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- Any discrepancies found noted Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

### Customer Portal (Basic)

#### SYSTEM-FA-SMPLX 4004/4005

Basic Customer Portal functionality will be provided.



SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **Red Oak Comm School District** and is effective **1-Jun-25** (the "Effective Date") to **31-May-28** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date. Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

**RENEWAL DETAILS:** This contract will require action in order to renew it. In this case, this contract will require a new service agreement to renew.

**PAYMENT FREQUENCY:** Annual In Advance

Signature : \_\_\_\_\_

Date : \_\_\_\_\_

**PAYMENT TERMS:** Net 30

*For applicable taxes, please see Section 3 of the Terms & Conditions*

**PAYMENT AMOUNT:** \$3,573.78 - **Proposal #:** CPQ-936039

PAYMENT SUMMARY:

Year	Term	PSA Charges
1	06/01/2025 - 05/31/2026	\$3,573.78
2	06/01/2026 - 05/31/2027	\$3,573.78
3	06/01/2027 - 05/31/2028	\$3,573.78

**CUSTOMER ACCEPTANCE:** In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

**ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**



SERVICE SOLUTION

Multi Year Contract Rider  
AGREEMENT

Acknowledgement of Multi-Year Term. Customer agrees that issuance of a Purchase Order does not amend any provision of the service agreement, including without limitation the duration/term of the service agreement. Customer agrees to issue Purchase Orders sufficient to satisfy its obligations under the multi-year service agreement. Should Customer fail to issue additional Purchase Orders, Company will still be permitted to invoice Customer for services performed, and Customer shall not dispute the validity of such invoices.

Customer Initials:

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via Email ( ) , payment is Net 30, and invoices are to be paid via Electronic Funds Transfer. Johnson Controls Electronic Funds Transfer transfer details will be forth coming upon contractual agreement.	
This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.	
To ensure that JCI is compliant with your company's billing requirements, please provide the following information:	
PO is required to facilitate billing:	<input type="checkbox"/> NO: This signed contract satisfies requirement
	<input type="checkbox"/> YES: Please reference this PO Number: _____

<b>Red Oak Comm School District</b>	<b>Johnson Controls Fire Protection LP</b>
Signature: _____	Authorized Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Phone #: _____	Phone #: _____
Fax #: _____	Fax #: _____
Email: _____	License #: _____ (if applicable)
Date: _____	Date: _____

## SERVICE SOLUTION

### **TERMS AND CONDITIONS**

**1. Term.** The Initial Term of this Agreement shall commence on the date of this Agreement and continue as set forth herein. After the Initial Term, this Agreement shall automatically extend for successive terms equal to the same length as the Initial Term unless Customer or Company gives written notice to the other that it does not want to renew at least sixty (60) days prior to the end of the then-current term (each a ("Renewal Term"). The Initial Term and any Renewal Term may be referred to herein as the "Term."

**2. Payment and Invoicing.** Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Fees and other amounts due hereunder are due thirty (30) days from the date of invoice, which shall be paid by Customer via electronic delivery via EFT/ACH. Such payment is a condition precedent to Company's obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and (iii) pay all of JCI's costs of collection, including (1) actual out of pocket expenses and (2) charge Customer a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims,

expenses, or liabilities arising from or relating to suspension of Services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs Services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Customer shall provide financial information requested by Company to verify Customer's ability to pay for goods or services. If Customer fails to provide financial information or if Company, in its sole discretion determines that reasonable grounds exist to question Customer's ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Customer's credit score), Company may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Company may have against Customer. Company shall provide Customer with advance written notice of changes to payment terms. Customer agrees to issue and send a purchase order to Company at least thirty (30) days prior to expiration of the Initial Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to Company. No purchase order is required for any emergency work requested by Customer. Customer shall have no right to reject such invoices due to the lack of a purchase order.

**3. Pricing.** The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to Company and the applicable taxing authorities. If Company is required to pay any such Taxes or other charges, Customer shall reimburse Company on demand. If any such exemption certificate



## SERVICE SOLUTION

is invalid, then Customer will immediately pay Company the amount of the Taxes, plus penalties and interest. Prices may be adjusted by Company prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s).

This Agreement is entered into with the understanding that the services to be provided by Company are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Company, Company reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. If this Agreement is renewed, Company will provide Customer with notice of any adjustments in the contract price applicable to any Renewal Term. Unless Customer terminates the Agreement at least sixty (60) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term. If this Agreement extends beyond one year, Company may increase prices upon notice to Customer.

**4. Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g., Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

**5. Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's**

**property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was 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 Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or**



## SERVICE SOLUTION

**other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.**

**6. Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

**7. Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

**8. General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour

window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING

**9. Customer Responsibilities.** Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury,

## SERVICE SOLUTION

death, and/or property damage and continue such measures until the Covered System(s) are operational; and

- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

JCI may terminate the Services immediately upon notice to the Customer if JCI, in its sole discretion determines that the Customer's premises are unsafe to be accessed by JCI'S employees or subcontractors. JCI may terminate the Services upon notice to the Customer, if Customer does not follow JCI's recommendations for updates and upgrades to the equipment and systems.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**10. Repair Services.** Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

**11. System Equipment.** The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by

Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**12. Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

**13. Availability and Cost of Steel, Plastics & Other Commodities.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, upon notice to Customer and at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

**14. Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

**15. Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

## SERVICE SOLUTION

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- “permit confined space,” as defined by OSHA for work Company performs in the United States;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as “Hazardous Conditions.” Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company’s work, the discovery of such materials shall constitute an event beyond Company’s control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the “Discharge Services”) of any hazardous waste materials, hazardous materials, firefighting materials including without limitation any firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged during performance of the Services.

### 16. Other Services.

**A. Remote Service.** If Customer selects Remote Service, Company shall provide support for the Customer’s system by way of education, remote assistance and triage that does not require programming changes to the Customer’s panel. In addition, Remote Service does not include service to address physical damage to the system or a device; troubleshoot wiring issues; programming changes and/or relocating, remounting, reconnecting, or adding a device to the system. Customer understands and agrees that, while Remote Service provides for communication regarding Customer’s fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement. **CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.**

**B. Connected Fire Sprinkler Services; Connected Fire Alarm Services.** Connected Fire Sprinkler Services and Connected Fire Alarm Services each means a data-analytics and software platform that uses a cellular or network connection to gather equipment performance data about a Customer’s Covered Equipment for Customer’s sprinkler system or fire alarm system, as applicable, to assist Company in advising Customer on such equipment’s health, performance or potential malfunction. Connected Fire Sprinkler Services and Connected Fire Alarm Services are collectively, the Connected Equipment Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services on any Covered Equipment, Customer agrees to allow Company to install diagnostic sensors and communication hardware (“Gateway Device”) or Customer will supply a network connection suitable to enable communication with Customer’s Covered Equipment in order for Company to deliver the connected services. For more information on whether your equipment includes Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal or purchase documentation or talk to your Company sales representative. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart

## SERVICE SOLUTION

device using the service's mobile or web app. The Gateway Device will be used to access, store, and trend data for the purposes of providing Connected Fire Sprinkler Services. Company will not use Connected Fire Sprinkler Services or the Connected Fire Alarm Services to remotely operate or make changes to Customer's Equipment. If the connection is disconnected by Customer, and a technician needs to be dispatched to the Customer site, then the Customer will pay Company at Company's then-current standard applicable contract regular time and/or overtime rate for such services. **Company makes no warranty or guarantee relating to the Connected Fire Sprinkler Services or Connected Fire Alarm Services. Customer acknowledges that, while Connected Fire Alarm Services or Connected Sprinkler Services generally improve equipment performance and services, these services do not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Company shall not be responsible for any injury, loss, or damage caused by any act or omission of Company related to or arising from the proactive health notifications of the equipment under Connected Equipment Services. Customer understands that if it wishes to receive monitoring of its fire alarm system or sprinkler system and notification of the fire department or other authorities in the event of an alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 19 (SOFTWARE AND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARM SERVICES AND CONNECTED SPRINKLER SERVICES. In the event of a conflict between these terms and the Software Terms, the Software Terms will control.**

**C. Dashboards and Mobility Applications for Connected Fire Sprinkler Services and Connected Fire Alarm Services.** If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, Customer may utilize Company's Dashboard(s) and Mobility Application(s), as applicable, during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement. Terms for the Dashboard are located at [www.johnsoncontrols.com/techterms](http://www.johnsoncontrols.com/techterms)

**17. Monitoring Services.** If Customer has selected Monitoring Services, the following shall apply to such Services:

**A. Alarm Monitoring Service.** Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification,

and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT**

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LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**B. Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was 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 Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars, as agreed upon damages and not as a penalty, as Customer's sole remedy. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. In no event shall Company**

**and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind, including but not limited to damages; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, and each of their employees, agents, officers and directors.**

**C. Indemnity, Insurance.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**D. No modification.** Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

**E. Customer's Duties.** In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises



## SERVICE SOLUTION

and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

**ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.**

**iii.** When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

**iv.** Customer shall promptly reset the System after any activation.

**v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.**

**vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.**

**vii.** Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission

service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

### **F. Communication Facilities.**

**i. Authorization.** Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

**ii. Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

**iii. Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

**iv. CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR**

## SERVICE SOLUTION

OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH

STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

**G. Verification; Runner Service.** Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

**H. Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

**18. Limited Warranty.** COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. No warranty is provided for third-party products and equipment installed or furnished by

## SERVICE SOLUTION

**Company. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Company will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.**

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by Company, such as suggestions as to design use and suitability of the equipment or products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that Company is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of equipment or products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by Company are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment or products.

### **19. Software and Digital Services.**

**Digital Enabled Services; Data.** If Company provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Company's cloud-hosted software applications. Customer consents to and grants Company the right to collect, transfer, ingest and use such data to enable Company and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Company products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all

loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Company secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Company software and related equipment installed at Customer facilities and Company cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

**Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at [www.johnsoncontrols.com/techterms](http://www.johnsoncontrols.com/techterms) (collectively, the "Software Terms"). Specifically, the Company General EULA set forth at [www.johnsoncontrols.com/buildings/legal/digital/generaleula](http://www.johnsoncontrols.com/buildings/legal/digital/generaleula) governs access to and use of software installed on Customer's premises or systems and the Company Terms of Service set forth at [www.johnsoncontrols.com/buildings/legal/digital/general](http://www.johnsoncontrols.com/buildings/legal/digital/general) govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.**

Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited



## SERVICE SOLUTION

license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Company's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

**20. Taxes, Fees, Fines, Licenses, and Permits.** Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

**21. Outside Charges.** Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any

charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

**22. Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**23. Waiver of Subrogation.** Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

**24. Force Majeure.** Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed

## SERVICE SOLUTION

as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by Company in connection with the Force Majeure Event.

**25. Exclusions.** This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-Company installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and Company shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

**26. Delays.** Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

**27. Termination.** If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination. For

termination prior to the end of the Term, Customer agrees to pay Company, in addition to any outstanding fees and charges for Service(s) rendered prior to termination, 50% of the charges for Services remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Customer shall provide Company with reasonable access to the premises to remove any Company property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that Company may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

Upon notice to the customer, Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. If Company's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the Company or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the Services, Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Company's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes. If Company receives an excessive number of false alarms, Company may terminate this Agreement and discontinue any Services, and seek to recover damages. If the equipment or system continuously sends signals that Company reasonably determines to be false or excessive, the Customer will be responsible for additional costs and fees incurred by Company in receiving and/or responding to these signals and/or Company may at its sole discretion terminate monitoring services under this Agreement upon notice to the Customer. Company may terminate this Agreement and discontinue any Service(s), if Company's central monitoring center ("CMC") or remote operations center or either of these centers is substantially damaged by fire or catastrophe or if Company is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Company's CMC and/or the Municipal Fire or Police Department or other first responder. Company may terminate the Services immediately upon notice to the Customer if Company, in its sole discretion, determines the premises in which the Equipment or system is installed is unsafe,

## SERVICE SOLUTION

unsuitable, or so modified or altered as to render continuation of Service(s) impractical or impossible. Company may terminate the Services upon notice to the Customer, if Customer fails to follow Company's recommendations for the repair or replacement of parts of the system or Equipment not covered under the warranty or Service.

**28. No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

**29. Default.** An Event of Default shall include, but is not limited to: (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

**30. One-Year Limitation on Actions; Forum Choice of Law.**

Company shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Customers located in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based

on forum non conveniens. In the event the matter is submitted to a court, Company and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Company, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. Customer will pay all of Company's reasonable collection costs (including legal fees and expenses).

**31. Assignment.** This Agreement is not assignable by the Customer except upon written consent of Company first being obtained. Company shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

**32. Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

**33. Headings.** The headings in this Agreement are for convenience only.

**34. Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

**35. Electronic Media.** Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

## SERVICE SOLUTION

**36. Legal Fees.** Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

**37. Lien Legislation.** Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

**38. Privacy. A. Company as : Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) shall apply. B. Company as : Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.**

**39. FAR.** Company supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, Company will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

**40. License Information** (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a

violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at [www.johnsoncontrols.com](http://www.johnsoncontrols.com) or contact your local Johnson Controls office.



# Red Oak Schools - CPQ-935956

## Planned Service Agreement



**Johnson Controls Fire Protection LP**  
4829 South 115th Street  
Omaha NE68137  
USA

**Proposal Presented On:**  
**05-08-2025**



SERVICE SOLUTION

Customer #:  
Red Oak Comm School District  
Date: 8-May-25  
Proposal #: CPQ-935956  
Term: 1-Jun-25 to 31-May-28  
External Contract #:  
Subscription ERP #:

Billing Customer:

Service Location:  
Red Oak High School  
2011 N 8th St,Red Oak School System  
Red Oak, IA 51566-1372

Johnson Controls Fire Protection LP  
Sales Representative:  
James Badura  
4829 South 115th Street  
Omaha NE 68137  
james.dean.badura@jci.com

INVESTMENT SUMMARY  
(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Red Oak Comm School District			\$2,147.37
SYSTEM-FA-EDWARDS PROG			
EDWARDS PROGRAMMABLE FIRE ALARM SYS	Est. First Inspection: September		
FIRE ALARM ESSENTIAL SERVICE OFFER	Total:		\$2,147.37



SERVICE SOLUTION

Customer #: 1991704  
Red Oak Comm School District  
Date: 8-May-25  
Proposal #: CPQ-935956  
Term: 1-Jun-25 to 31-May-28  
External Contract #: 52589236  
Subscription ERP #:

Billing Customer:  
Red Oak Community Schools  
2011 North 8th Street  
Admin Center-tech Building  
RED OAK, IA 51566-1372

Service Location:  
Washington Elementary  
400 W 2nd St,Red Oak Community Schools  
Red Oak, IA 51566-2169

Johnson Controls Fire Protection LP  
Sales Representative:  
James Badura  
4829 South 115th Street  
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INVESTMENT SUMMARY  
(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
SYSTEM-FA-SIMPLEX 4007ES			
SIMPLEX 4007ES FIRE ALARM PANEL	Est. First Inspection: September		

Red Oak Comm School District \$1,514.84

FIRE ALARM ESSENTIAL SERVICE OFFER Total: \$1,514.84

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.



## SERVICE SOLUTION

### SUMMARY OF SERVICES

#### FIRE ALARM ESSENTIAL SERVICE OFFER

##### SYSTEM-FA-EDWARDS PROG

##### SYSTEM-FA-SIMPLEX 4007ES

###### TEST AND INSPECTION:

Inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. Unless otherwise specified herein, batteries installed within wireless initiating and notification peripheral devices are not covered under this agreement. Replacement of such batteries will be at an additional cost.

###### DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- Any discrepancies found noted Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

#### Customer Portal (Basic)

##### SYSTEM-FA-EDWARDS PROG

##### SYSTEM-FA-SIMPLEX 4007ES

Basic Customer Portal functionality will be provided.





SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **Red Oak Comm School District** and is effective **1-Jun-25** (the "Effective Date") to **31-May-28** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date. Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

**RENEWAL DETAILS:** This contract will require action in order to renew it. In this case, this contract will require a new service agreement to renew.

**PAYMENT FREQUENCY:** Annual In Advance

Signature : \_\_\_\_\_

Date : \_\_\_\_\_

**PAYMENT TERMS:** Net 30

*For applicable taxes, please see Section 3 of the Terms & Conditions*

**PAYMENT AMOUNT:** \$3,662.21 - **Proposal #:** CPQ-935956

PAYMENT SUMMARY:

Year	Term	PSA Charges
1	06/01/2025 - 05/31/2026	\$3,662.21
2	06/01/2026 - 05/31/2027	\$4,028.43
3	06/01/2027 - 05/31/2028	\$4,431.27

**CUSTOMER ACCEPTANCE:** In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

**ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**



SERVICE SOLUTION

Multi Year Contract Rider  
AGREEMENT

Acknowledgement of Multi-Year Term. Customer agrees that issuance of a Purchase Order does not amend any provision of the service agreement, including without limitation the duration/term of the service agreement. Customer agrees to issue Purchase Orders sufficient to satisfy its obligations under the multi-year service agreement. Should Customer fail to issue additional Purchase Orders, Company will still be permitted to invoice Customer for services performed, and Customer shall not dispute the validity of such invoices.

Customer Initials:

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via Email ( ) , payment is Net 30, and invoices are to be paid via Electronic Funds Transfer. Johnson Controls Electronic Funds Transfer transfer details will be forth coming upon contractual agreement.	
This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.	
To ensure that JCI is compliant with your company's billing requirements, please provide the following information:	
PO is required to facilitate billing:	<input type="checkbox"/> NO: This signed contract satisfies requirement
	<input type="checkbox"/> YES: Please reference this PO Number: _____

<b>Red Oak Comm School District</b>	<b>Johnson Controls Fire Protection LP</b>
Signature: _____	Authorized Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Phone #: _____	Phone #: _____
Fax #: _____	Fax #: _____
Email: _____	License #: _____ (if applicable)
Date: _____	Date: _____

## SERVICE SOLUTION

### **TERMS AND CONDITIONS**

**1. Term.** The Initial Term of this Agreement shall commence on the date of this Agreement and continue as set forth herein. After the Initial Term, this Agreement shall automatically extend for successive terms equal to the same length as the Initial Term unless Customer or Company gives written notice to the other that it does not want to renew at least sixty (60) days prior to the end of the then-current term (each a ("Renewal Term"). The Initial Term and any Renewal Term may be referred to herein as the "Term."

**2. Payment and Invoicing.** Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Fees and other amounts due hereunder are due thirty (30) days from the date of invoice, which shall be paid by Customer via electronic delivery via EFT/ACH. Such payment is a condition precedent to Company's obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and (iii) pay all of JCI's costs of collection, including (1) actual out of pocket expenses and (2) charge Customer a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims,

expenses, or liabilities arising from or relating to suspension of Services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs Services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Customer shall provide financial information requested by Company to verify Customer's ability to pay for goods or services. If Customer fails to provide financial information or if Company, in its sole discretion determines that reasonable grounds exist to question Customer's ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Customer's credit score), Company may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Company may have against Customer. Company shall provide Customer with advance written notice of changes to payment terms. Customer agrees to issue and send a purchase order to Company at least thirty (30) days prior to expiration of the Initial Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to Company. No purchase order is required for any emergency work requested by Customer. Customer shall have no right to reject such invoices due to the lack of a purchase order.

**3. Pricing.** The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to Company and the applicable taxing authorities. If Company is required to pay any such Taxes or other charges, Customer shall reimburse Company on demand. If any such exemption certificate

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is invalid, then Customer will immediately pay Company the amount of the Taxes, plus penalties and interest. Prices may be adjusted by Company prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s).

This Agreement is entered into with the understanding that the services to be provided by Company are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Company, Company reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. If this Agreement is renewed, Company will provide Customer with notice of any adjustments in the contract price applicable to any Renewal Term. Unless Customer terminates the Agreement at least sixty (60) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term. If this Agreement extends beyond one year, Company may increase prices upon notice to Customer.

**4. Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g., Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

**5. Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's**

**property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was 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 Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or**

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**other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.**

**6. Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

**7. Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

**8. General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour

window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING

**9. Customer Responsibilities.** Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury,

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death, and/or property damage and continue such measures until the Covered System(s) are operational; and

- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

JCI may terminate the Services immediately upon notice to the Customer if JCI, in its sole discretion determines that the Customer's premises are unsafe to be accessed by JCI's employees or subcontractors. JCI may terminate the Services upon notice to the Customer, if Customer does not follow JCI's recommendations for updates and upgrades to the equipment and systems.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**10. Repair Services.** Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

**11. System Equipment.** The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by

Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**12. Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

**13. Availability and Cost of Steel, Plastics & Other Commodities.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, upon notice to Customer and at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

**14. Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

**15. Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:



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- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- “permit confined space,” as defined by OSHA for work Company performs in the United States;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as “Hazardous Conditions.” Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company’s work, the discovery of such materials shall constitute an event beyond Company’s control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the “Discharge Services”) of any hazardous waste materials, hazardous materials, firefighting materials including without limitation any firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged during performance of the Services.

### 16. Other Services.

**A. Remote Service.** If Customer selects Remote Service, Company shall provide support for the Customer’s system by way of education, remote assistance and triage that does not require programming changes to the Customer’s panel. In addition, Remote Service does not include service to address physical damage to the system or a device; troubleshoot wiring issues; programming changes and/or relocating, remounting, reconnecting, or adding a device to the system. Customer understands and agrees that, while Remote Service provides for communication regarding Customer’s fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement. **CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.**

**B. Connected Fire Sprinkler Services; Connected Fire Alarm Services.** Connected Fire Sprinkler Services and Connected Fire Alarm Services each means a data-analytics and software platform that uses a cellular or network connection to gather equipment performance data about a Customer’s Covered Equipment for Customer’s sprinkler system or fire alarm system, as applicable, to assist Company in advising Customer on such equipment’s health, performance or potential malfunction. Connected Fire Sprinkler Services and Connected Fire Alarm Services are collectively, the Connected Equipment Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services on any Covered Equipment, Customer agrees to allow Company to install diagnostic sensors and communication hardware (“Gateway Device”) or Customer will supply a network connection suitable to enable communication with Customer’s Covered Equipment in order for Company to deliver the connected services. For more information on whether your equipment includes Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal or purchase documentation or talk to your Company sales representative. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart

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device using the service's mobile or web app. The Gateway Device will be used to access, store, and trend data for the purposes of providing Connected Fire Sprinkler Services. Company will not use Connected Fire Sprinkler Services or the Connected Fire Alarm Services to remotely operate or make changes to Customer's Equipment. If the connection is disconnected by Customer, and a technician needs to be dispatched to the Customer site, then the Customer will pay Company at Company's then-current standard applicable contract regular time and/or overtime rate for such services. **Company makes no warranty or guarantee relating to the Connected Fire Sprinkler Services or Connected Fire Alarm Services. Customer acknowledges that, while Connected Fire Alarm Services or Connected Sprinkler Services generally improve equipment performance and services, these services do not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Company shall not be responsible for any injury, loss, or damage caused by any act or omission of Company related to or arising from the proactive health notifications of the equipment under Connected Equipment Services. Customer understands that if it wishes to receive monitoring of its fire alarm system or sprinkler system and notification of the fire department or other authorities in the event of an alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 19 (SOFTWARE AND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARM SERVICES AND CONNECTED SPRINKLER SERVICES. In the event of a conflict between these terms and the Software Terms, the Software Terms will control.**

**C. Dashboards and Mobility Applications for Connected Fire Sprinkler Services and Connected Fire Alarm Services.** If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, Customer may utilize Company's Dashboard(s) and Mobility Application(s), as applicable, during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement. Terms for the Dashboard are located at [www.johnsoncontrols.com/techterms](http://www.johnsoncontrols.com/techterms)

**17. Monitoring Services.** If Customer has selected Monitoring Services, the following shall apply to such Services:

**A. Alarm Monitoring Service.** Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification,

and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT**



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LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**B. Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was 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 Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars, as agreed upon damages and not as a penalty, as Customer's sole remedy. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. In no event shall Company**

**and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind, including but not limited to damages; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, and each of their employees, agents, officers and directors.**

**C. Indemnity, Insurance.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**D. No modification.** Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

**E. Customer's Duties.** In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises

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and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

**ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.**

**iii.** When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

**iv.** Customer shall promptly reset the System after any activation.

**v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.**

**vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.**

**vii.** Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission

service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

### **F. Communication Facilities.**

**i. Authorization.** Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

**ii. Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

**iii. Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

**iv. CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR**

## SERVICE SOLUTION

OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH

STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

**G. Verification; Runner Service.** Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

**H. Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

**18. Limited Warranty.** COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. No warranty is provided for third-party products and equipment installed or furnished by

## SERVICE SOLUTION

**Company. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Company will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.**

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by Company, such as suggestions as to design use and suitability of the equipment or products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that Company is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of equipment or products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by Company are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment or products.

### **19. Software and Digital Services.**

**Digital Enabled Services; Data.** If Company provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Company's cloud-hosted software applications. Customer consents to and grants Company the right to collect, transfer, ingest and use such data to enable Company and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Company products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all

loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Company secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Company software and related equipment installed at Customer facilities and Company cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

**Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at [www.johnsoncontrols.com/techterms](http://www.johnsoncontrols.com/techterms) (collectively, the "Software Terms"). Specifically, the Company General EULA set forth at [www.johnsoncontrols.com/buildings/legal/digital/generaleula](http://www.johnsoncontrols.com/buildings/legal/digital/generaleula) governs access to and use of software installed on Customer's premises or systems and the Company Terms of Service set forth at [www.johnsoncontrols.com/buildings/legal/digital/general](http://www.johnsoncontrols.com/buildings/legal/digital/general) govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.**

Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited

## SERVICE SOLUTION

license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Company's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

**20. Taxes, Fees, Fines, Licenses, and Permits.** Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

**21. Outside Charges.** Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any

charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

**22. Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**23. Waiver of Subrogation.** Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

**24. Force Majeure.** Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed



## SERVICE SOLUTION

as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by Company in connection with the Force Majeure Event.

**25. Exclusions.** This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-Company installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and Company shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

**26. Delays.** Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

**27. Termination.** If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination. For

termination prior to the end of the Term, Customer agrees to pay Company, in addition to any outstanding fees and charges for Service(s) rendered prior to termination, 50% of the charges for Services remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Customer shall provide Company with reasonable access to the premises to remove any Company property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that Company may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

Upon notice to the customer, Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. If Company's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the Company or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the Services, Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Company's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes. If Company receives an excessive number of false alarms, Company may terminate this Agreement and discontinue any Services, and seek to recover damages. If the equipment or system continuously sends signals that Company reasonably determines to be false or excessive, the Customer will be responsible for additional costs and fees incurred by Company in receiving and/or responding to these signals and/or Company may at its sole discretion terminate monitoring services under this Agreement upon notice to the Customer. Company may terminate this Agreement and discontinue any Service(s), if Company's central monitoring center ("CMC") or remote operations center or either of these centers is substantially damaged by fire or catastrophe or if Company is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Company's CMC and/or the Municipal Fire or Police Department or other first responder. Company may terminate the Services immediately upon notice to the Customer if Company, in its sole discretion, determines the premises in which the Equipment or system is installed is unsafe,

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unsuitable, or so modified or altered as to render continuation of Service(s) impractical or impossible. Company may terminate the Services upon notice to the Customer, if Customer fails to follow Company's recommendations for the repair or replacement of parts of the system or Equipment not covered under the warranty or Service.

**28. No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

**29. Default.** An Event of Default shall include, but is not limited to: (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

**30. One-Year Limitation on Actions; Forum Choice of Law.**

Company shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Customers located in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based

on forum non conveniens. In the event the matter is submitted to a court, Company and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Company, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. Customer will pay all of Company's reasonable collection costs (including legal fees and expenses).

**31. Assignment.** This Agreement is not assignable by the Customer except upon written consent of Company first being obtained. Company shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

**32. Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

**33. Headings.** The headings in this Agreement are for convenience only.

**34. Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

**35. Electronic Media.** Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

## SERVICE SOLUTION

**36. Legal Fees.** Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

**37. Lien Legislation.** Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

**38. Privacy. A. Company as : Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) shall apply. B. Company as : Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.**

**39. FAR.** Company supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, Company will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

**40. License Information** (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a

violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at [www.johnsoncontrols.com](http://www.johnsoncontrols.com) or contact your local Johnson Controls office.



# Inman Schools - CPQ-936039

## Planned Service Agreement



**Johnson Controls Fire Protection LP**  
4829 South 115th Street  
Omaha NE68137  
USA

**Proposal Presented On:**  
**05-09-2025**



SERVICE SOLUTION

Customer #: 1991704  
Red Oak Comm School District  
Date: 9-May-25  
Proposal #: CPQ-936039  
Term: 1-Jun-25 to 31-May-28  
External Contract #:  
Subscription ERP #:

Billing Customer:  
Red Oak Community Schools  
2011 North 8th Street  
Admin Center-tech Building  
RED OAK, IA 51566-1372

Service Location:  
Inman Primary School  
900 Inman Dr,  
Red Oak, IA 51566-1371

Johnson Controls Fire Protection LP  
Sales Representative:  
James Badura  
4829 South 115th Street  
Omaha NE 68137  
james.dean.badura@jci.com

INVESTMENT SUMMARY  
(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Inman Primary School			\$3,573.78
SYSTEM-FA-SMPLX 4004/4005			
SIMPLEX 4004/4005 SYSTEM	Est. First Inspection: September		

FIRE ALARM ESSENTIAL SERVICE OFFER Total: \$3,573.78

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

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### SUMMARY OF SERVICES

The summary of services is intended to cover the following locations:

Location	Address	City	State	Zip	Fire Alarm
Inman Primary School	900 Inman Dr,	Red Oak	IA	51566-1371	\$3,573.78

### FIRE ALARM ESSENTIAL SERVICE OFFER

#### SYSTEM-FA-SMPLX 4004/4005

##### TEST AND INSPECTION:

Inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. Unless otherwise specified herein, batteries installed within wireless initiating and notification peripheral devices are not covered under this agreement. Replacement of such batteries will be at an additional cost.

##### DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- Any discrepancies found noted Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

### Customer Portal (Basic)

#### SYSTEM-FA-SMPLX 4004/4005

Basic Customer Portal functionality will be provided.



SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **Red Oak Comm School District** and is effective **1-Jun-25** (the "Effective Date") to **31-May-28** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date. Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

**RENEWAL DETAILS:** This contract will require action in order to renew it. In this case, this contract will require a new service agreement to renew.

**PAYMENT FREQUENCY:** Annual In Advance

Signature : \_\_\_\_\_

Date : \_\_\_\_\_

**PAYMENT TERMS:** Net 30

*For applicable taxes, please see Section 3 of the Terms & Conditions*

**PAYMENT AMOUNT:** \$3,573.78 - **Proposal #:** CPQ-936039

PAYMENT SUMMARY:

Year	Term	PSA Charges
1	06/01/2025 - 05/31/2026	\$3,573.78
2	06/01/2026 - 05/31/2027	\$3,573.78
3	06/01/2027 - 05/31/2028	\$3,573.78

**CUSTOMER ACCEPTANCE:** In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

**ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**



SERVICE SOLUTION

Multi Year Contract Rider  
AGREEMENT

Acknowledgement of Multi-Year Term. Customer agrees that issuance of a Purchase Order does not amend any provision of the service agreement, including without limitation the duration/term of the service agreement. Customer agrees to issue Purchase Orders sufficient to satisfy its obligations under the multi-year service agreement. Should Customer fail to issue additional Purchase Orders, Company will still be permitted to invoice Customer for services performed, and Customer shall not dispute the validity of such invoices.

Customer Initials:

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via Email ( ) , payment is Net 30, and invoices are to be paid via Electronic Funds Transfer. Johnson Controls Electronic Funds Transfer transfer details will be forth coming upon contractual agreement.	
This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.	
To ensure that JCI is compliant with your company's billing requirements, please provide the following information:	
PO is required to facilitate billing:	<input type="checkbox"/> NO: This signed contract satisfies requirement
	<input type="checkbox"/> YES: Please reference this PO Number: _____

<b>Red Oak Comm School District</b>	<b>Johnson Controls Fire Protection LP</b>
Signature: _____	Authorized Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Phone #: _____	Phone #: _____
Fax #: _____	Fax #: _____
Email: _____	License #: _____ (if applicable)
Date: _____	Date: _____

## SERVICE SOLUTION

### **TERMS AND CONDITIONS**

**1. Term.** The Initial Term of this Agreement shall commence on the date of this Agreement and continue as set forth herein. After the Initial Term, this Agreement shall automatically extend for successive terms equal to the same length as the Initial Term unless Customer or Company gives written notice to the other that it does not want to renew at least sixty (60) days prior to the end of the then-current term (each a ("Renewal Term"). The Initial Term and any Renewal Term may be referred to herein as the "Term."

**2. Payment and Invoicing.** Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Fees and other amounts due hereunder are due thirty (30) days from the date of invoice, which shall be paid by Customer via electronic delivery via EFT/ACH. Such payment is a condition precedent to Company's obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and (iii) pay all of JCI's costs of collection, including (1) actual out of pocket expenses and (2) charge Customer a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims,

expenses, or liabilities arising from or relating to suspension of Services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs Services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Customer shall provide financial information requested by Company to verify Customer's ability to pay for goods or services. If Customer fails to provide financial information or if Company, in its sole discretion determines that reasonable grounds exist to question Customer's ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Customer's credit score), Company may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Company may have against Customer. Company shall provide Customer with advance written notice of changes to payment terms. Customer agrees to issue and send a purchase order to Company at least thirty (30) days prior to expiration of the Initial Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to Company. No purchase order is required for any emergency work requested by Customer. Customer shall have no right to reject such invoices due to the lack of a purchase order.

**3. Pricing.** The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to Company and the applicable taxing authorities. If Company is required to pay any such Taxes or other charges, Customer shall reimburse Company on demand. If any such exemption certificate



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is invalid, then Customer will immediately pay Company the amount of the Taxes, plus penalties and interest. Prices may be adjusted by Company prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s).

This Agreement is entered into with the understanding that the services to be provided by Company are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Company, Company reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. If this Agreement is renewed, Company will provide Customer with notice of any adjustments in the contract price applicable to any Renewal Term. Unless Customer terminates the Agreement at least sixty (60) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term. If this Agreement extends beyond one year, Company may increase prices upon notice to Customer.

**4. Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g., Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

**5. Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's**

**property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was 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 Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or**

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**other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.**

**6. Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

**7. Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

**8. General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour

window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING

**9. Customer Responsibilities.** Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury,



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death, and/or property damage and continue such measures until the Covered System(s) are operational; and

- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

JCI may terminate the Services immediately upon notice to the Customer if JCI, in its sole discretion determines that the Customer's premises are unsafe to be accessed by JCI'S employees or subcontractors. JCI may terminate the Services upon notice to the Customer, if Customer does not follow JCI's recommendations for updates and upgrades to the equipment and systems.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**10. Repair Services.** Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

**11. System Equipment.** The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by

Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**12. Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

**13. Availability and Cost of Steel, Plastics & Other Commodities.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, upon notice to Customer and at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

**14. Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

**15. Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

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- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- “permit confined space,” as defined by OSHA for work Company performs in the United States;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as “Hazardous Conditions.” Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company’s work, the discovery of such materials shall constitute an event beyond Company’s control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the “Discharge Services”) of any hazardous waste materials, hazardous materials, firefighting materials including without limitation any firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged during performance of the Services.

### 16. Other Services.

**A. Remote Service.** If Customer selects Remote Service, Company shall provide support for the Customer’s system by way of education, remote assistance and triage that does not require programming changes to the Customer’s panel. In addition, Remote Service does not include service to address physical damage to the system or a device; troubleshoot wiring issues; programming changes and/or relocating, remounting, reconnecting, or adding a device to the system. Customer understands and agrees that, while Remote Service provides for communication regarding Customer’s fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement. **CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.**

**B. Connected Fire Sprinkler Services; Connected Fire Alarm Services.** Connected Fire Sprinkler Services and Connected Fire Alarm Services each means a data-analytics and software platform that uses a cellular or network connection to gather equipment performance data about a Customer’s Covered Equipment for Customer’s sprinkler system or fire alarm system, as applicable, to assist Company in advising Customer on such equipment’s health, performance or potential malfunction. Connected Fire Sprinkler Services and Connected Fire Alarm Services are collectively, the Connected Equipment Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services on any Covered Equipment, Customer agrees to allow Company to install diagnostic sensors and communication hardware (“Gateway Device”) or Customer will supply a network connection suitable to enable communication with Customer’s Covered Equipment in order for Company to deliver the connected services. For more information on whether your equipment includes Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal or purchase documentation or talk to your Company sales representative. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart

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device using the service's mobile or web app. The Gateway Device will be used to access, store, and trend data for the purposes of providing Connected Fire Sprinkler Services. Company will not use Connected Fire Sprinkler Services or the Connected Fire Alarm Services to remotely operate or make changes to Customer's Equipment. If the connection is disconnected by Customer, and a technician needs to be dispatched to the Customer site, then the Customer will pay Company at Company's then-current standard applicable contract regular time and/or overtime rate for such services. **Company makes no warranty or guarantee relating to the Connected Fire Sprinkler Services or Connected Fire Alarm Services. Customer acknowledges that, while Connected Fire Alarm Services or Connected Sprinkler Services generally improve equipment performance and services, these services do not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Company shall not be responsible for any injury, loss, or damage caused by any act or omission of Company related to or arising from the proactive health notifications of the equipment under Connected Equipment Services. Customer understands that if it wishes to receive monitoring of its fire alarm system or sprinkler system and notification of the fire department or other authorities in the event of an alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 19 (SOFTWARE AND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARM SERVICES AND CONNECTED SPRINKLER SERVICES. In the event of a conflict between these terms and the Software Terms, the Software Terms will control.**

**C. Dashboards and Mobility Applications for Connected Fire Sprinkler Services and Connected Fire Alarm Services.** If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, Customer may utilize Company's Dashboard(s) and Mobility Application(s), as applicable, during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement. Terms for the Dashboard are located at [www.johnsoncontrols.com/techterms](http://www.johnsoncontrols.com/techterms)

**17. Monitoring Services.** If Customer has selected Monitoring Services, the following shall apply to such Services:

**A. Alarm Monitoring Service.** Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification,

and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT**

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LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**B. Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was 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 Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars, as agreed upon damages and not as a penalty, as Customer's sole remedy. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. In no event shall Company**

**and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind, including but not limited to damages; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, and each of their employees, agents, officers and directors.**

**C. Indemnity, Insurance.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**D. No modification.** Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

**E. Customer's Duties.** In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises

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and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

**ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.**

**iii.** When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

**iv.** Customer shall promptly reset the System after any activation.

**v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.**

**vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.**

**vii.** Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission

service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

### **F. Communication Facilities.**

**i. Authorization.** Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

**ii. Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

**iii. Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

**iv. CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR**



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OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH

STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

**G. Verification; Runner Service.** Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

**H. Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

**18. Limited Warranty.** COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. No warranty is provided for third-party products and equipment installed or furnished by

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**Company. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Company will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.**

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by Company, such as suggestions as to design use and suitability of the equipment or products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that Company is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of equipment or products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by Company are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment or products.

### **19. Software and Digital Services.**

**Digital Enabled Services; Data.** If Company provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Company's cloud-hosted software applications. Customer consents to and grants Company the right to collect, transfer, ingest and use such data to enable Company and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Company products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all

loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Company secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Company software and related equipment installed at Customer facilities and Company cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

**Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at [www.johnsoncontrols.com/techterms](http://www.johnsoncontrols.com/techterms) (collectively, the "Software Terms"). Specifically, the Company General EULA set forth at [www.johnsoncontrols.com/buildings/legal/digital/generaleula](http://www.johnsoncontrols.com/buildings/legal/digital/generaleula) governs access to and use of software installed on Customer's premises or systems and the Company Terms of Service set forth at [www.johnsoncontrols.com/buildings/legal/digital/general](http://www.johnsoncontrols.com/buildings/legal/digital/general) govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.**

Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited

## SERVICE SOLUTION

license or use right), (each a “Software Subscription”): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the “Subscription Start Date”) and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a “Renewal Subscription Term”), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Company's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

**20. Taxes, Fees, Fines, Licenses, and Permits.** Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

**21. Outside Charges.** Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any

charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

**22. Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**23. Waiver of Subrogation.** Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

**24. Force Majeure.** Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A “Force Majeure Event” is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed



## SERVICE SOLUTION

as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by Company in connection with the Force Majeure Event.

**25. Exclusions.** This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-Company installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and Company shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

**26. Delays.** Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

**27. Termination.** If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination. For

termination prior to the end of the Term, Customer agrees to pay Company, in addition to any outstanding fees and charges for Service(s) rendered prior to termination, 50% of the charges for Services remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Customer shall provide Company with reasonable access to the premises to remove any Company property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that Company may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

Upon notice to the customer, Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. If Company's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the Company or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the Services, Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Company's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes. If Company receives an excessive number of false alarms, Company may terminate this Agreement and discontinue any Services, and seek to recover damages. If the equipment or system continuously sends signals that Company reasonably determines to be false or excessive, the Customer will be responsible for additional costs and fees incurred by Company in receiving and/or responding to these signals and/or Company may at its sole discretion terminate monitoring services under this Agreement upon notice to the Customer. Company may terminate this Agreement and discontinue any Service(s), if Company's central monitoring center ("CMC") or remote operations center or either of these centers is substantially damaged by fire or catastrophe or if Company is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Company's CMC and/or the Municipal Fire or Police Department or other first responder. Company may terminate the Services immediately upon notice to the Customer if Company, in its sole discretion, determines the premises in which the Equipment or system is installed is unsafe,

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unsuitable, or so modified or altered as to render continuation of Service(s) impractical or impossible. Company may terminate the Services upon notice to the Customer, if Customer fails to follow Company's recommendations for the repair or replacement of parts of the system or Equipment not covered under the warranty or Service.

**28. No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

**29. Default.** An Event of Default shall include, but is not limited to: (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

**30. One-Year Limitation on Actions; Forum Choice of Law.**

Company shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Customers located in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based

on forum non conveniens. In the event the matter is submitted to a court, Company and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Company, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. Customer will pay all of Company's reasonable collection costs (including legal fees and expenses).

**31. Assignment.** This Agreement is not assignable by the Customer except upon written consent of Company first being obtained. Company shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

**32. Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

**33. Headings.** The headings in this Agreement are for convenience only.

**34. Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

**35. Electronic Media.** Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

## SERVICE SOLUTION

**36. Legal Fees.** Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

**37. Lien Legislation.** Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

**38. Privacy. A. Company as : Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) shall apply. B. Company as : Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.**

**39. FAR.** Company supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, Company will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

**40. License Information** (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a

violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at [www.johnsoncontrols.com](http://www.johnsoncontrols.com) or contact your local Johnson Controls office.

# Inman Schools - CPQ-936039

## Planned Service Agreement



**Johnson Controls Fire Protection LP**  
4829 South 115th Street  
Omaha NE68137  
USA

**Proposal Presented On:**  
**05-09-2025**





SERVICE SOLUTION

Customer #: 1991704  
Red Oak Comm School District  
Date: 9-May-25  
Proposal #: CPQ-936039  
Term: 1-Jun-25 to 31-May-28  
External Contract #:  
Subscription ERP #:

Billing Customer:  
Red Oak Community Schools  
2011 North 8th Street  
Admin Center-tech Building  
RED OAK, IA 51566-1372

Service Location:  
Inman Primary School  
900 Inman Dr,  
Red Oak, IA 51566-1371

Johnson Controls Fire Protection LP  
Sales Representative:  
James Badura  
4829 South 115th Street  
Omaha NE 68137  
james.dean.badura@jci.com

INVESTMENT SUMMARY  
(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Inman Primary School			\$3,573.78
SYSTEM-FA-SMPLX 4004/4005			
SIMPLEX 4004/4005 SYSTEM	Est. First Inspection: September		

FIRE ALARM ESSENTIAL SERVICE OFFER Total: \$3,573.78

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

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### SUMMARY OF SERVICES

The summary of services is intended to cover the following locations:

Location	Address	City	State	Zip	Fire Alarm
Inman Primary School	900 Inman Dr,	Red Oak	IA	51566-1371	\$3,573.78

### FIRE ALARM ESSENTIAL SERVICE OFFER

#### SYSTEM-FA-SMPLX 4004/4005

##### TEST AND INSPECTION:

Inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. Unless otherwise specified herein, batteries installed within wireless initiating and notification peripheral devices are not covered under this agreement. Replacement of such batteries will be at an additional cost.

##### DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- Any discrepancies found noted Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

### Customer Portal (Basic)

#### SYSTEM-FA-SMPLX 4004/4005

Basic Customer Portal functionality will be provided.



SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **Red Oak Comm School District** and is effective **1-Jun-25** (the "Effective Date") to **31-May-28** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date. Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

**RENEWAL DETAILS:** This contract will require action in order to renew it. In this case, this contract will require a new service agreement to renew.

**PAYMENT FREQUENCY:** Annual In Advance

Signature : \_\_\_\_\_

Date : \_\_\_\_\_

**PAYMENT TERMS:** Net 30

For applicable taxes, please see Section 3 of the Terms & Conditions

**PAYMENT AMOUNT:** \$3,573.78 - **Proposal #:** CPQ-936039

PAYMENT SUMMARY:

Year	Term	PSA Charges
1	06/01/2025 - 05/31/2026	\$3,573.78
2	06/01/2026 - 05/31/2027	\$3,573.78
3	06/01/2027 - 05/31/2028	\$3,573.78

**CUSTOMER ACCEPTANCE:** In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

**ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**



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Multi Year Contract Rider  
AGREEMENT

Acknowledgement of Multi-Year Term. Customer agrees that issuance of a Purchase Order does not amend any provision of the service agreement, including without limitation the duration/term of the service agreement. Customer agrees to issue Purchase Orders sufficient to satisfy its obligations under the multi-year service agreement. Should Customer fail to issue additional Purchase Orders, Company will still be permitted to invoice Customer for services performed, and Customer shall not dispute the validity of such invoices.

Customer Initials:

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via Email ( ) , payment is Net 30, and invoices are to be paid via Electronic Funds Transfer. Johnson Controls Electronic Funds Transfer transfer details will be forth coming upon contractual agreement.	
This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.	
To ensure that JCI is compliant with your company's billing requirements, please provide the following information:	
PO is required to facilitate billing:	<input type="checkbox"/> NO: This signed contract satisfies requirement
	<input type="checkbox"/> YES: Please reference this PO Number: _____

<b>Red Oak Comm School District</b>	<b>Johnson Controls Fire Protection LP</b>
Signature: _____	Authorized Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Phone #: _____	Phone #: _____
Fax #: _____	Fax #: _____
Email: _____	License #: _____ (if applicable)
Date: _____	Date: _____



## SERVICE SOLUTION

### **TERMS AND CONDITIONS**

**1. Term.** The Initial Term of this Agreement shall commence on the date of this Agreement and continue as set forth herein. After the Initial Term, this Agreement shall automatically extend for successive terms equal to the same length as the Initial Term unless Customer or Company gives written notice to the other that it does not want to renew at least sixty (60) days prior to the end of the then-current term (each a ("Renewal Term"). The Initial Term and any Renewal Term may be referred to herein as the "Term."

**2. Payment and Invoicing.** Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Fees and other amounts due hereunder are due thirty (30) days from the date of invoice, which shall be paid by Customer via electronic delivery via EFT/ACH. Such payment is a condition precedent to Company's obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and (iii) pay all of JCI's costs of collection, including (1) actual out of pocket expenses and (2) charge Customer a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims,

expenses, or liabilities arising from or relating to suspension of Services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs Services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Customer shall provide financial information requested by Company to verify Customer's ability to pay for goods or services. If Customer fails to provide financial information or if Company, in its sole discretion determines that reasonable grounds exist to question Customer's ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Customer's credit score), Company may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Company may have against Customer. Company shall provide Customer with advance written notice of changes to payment terms. Customer agrees to issue and send a purchase order to Company at least thirty (30) days prior to expiration of the Initial Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to Company. No purchase order is required for any emergency work requested by Customer. Customer shall have no right to reject such invoices due to the lack of a purchase order.

**3. Pricing.** The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to Company and the applicable taxing authorities. If Company is required to pay any such Taxes or other charges, Customer shall reimburse Company on demand. If any such exemption certificate

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is invalid, then Customer will immediately pay Company the amount of the Taxes, plus penalties and interest. Prices may be adjusted by Company prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s).

This Agreement is entered into with the understanding that the services to be provided by Company are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Company, Company reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. If this Agreement is renewed, Company will provide Customer with notice of any adjustments in the contract price applicable to any Renewal Term. Unless Customer terminates the Agreement at least sixty (60) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term. If this Agreement extends beyond one year, Company may increase prices upon notice to Customer.

**4. Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g., Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

**5. Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's**

**property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences thereof that the equipment or service was 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 Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences thereof, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or**

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**other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.**

**6. Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

**7. Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

**8. General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour

window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING

**9. Customer Responsibilities.** Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury,

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death, and/or property damage and continue such measures until the Covered System(s) are operational; and

- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

JCI may terminate the Services immediately upon notice to the Customer if JCI, in its sole discretion determines that the Customer's premises are unsafe to be accessed by JCI'S employees or subcontractors. JCI may terminate the Services upon notice to the Customer, if Customer does not follow JCI's recommendations for updates and upgrades to the equipment and systems.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**10. Repair Services.** Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

**11. System Equipment.** The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by

Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**12. Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

**13. Availability and Cost of Steel, Plastics & Other Commodities.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, upon notice to Customer and at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

**14. Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

**15. Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

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- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- “permit confined space,” as defined by OSHA for work Company performs in the United States;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as “Hazardous Conditions.” Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company’s work, the discovery of such materials shall constitute an event beyond Company’s control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the “Discharge Services”) of any hazardous waste materials, hazardous materials, firefighting materials including without limitation any firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged during performance of the Services.

### 16. Other Services.

**A. Remote Service.** If Customer selects Remote Service, Company shall provide support for the Customer’s system by way of education, remote assistance and triage that does not require programming changes to the Customer’s panel. In addition, Remote Service does not include service to address physical damage to the system or a device; troubleshoot wiring issues; programming changes and/or relocating, remounting, reconnecting, or adding a device to the system. Customer understands and agrees that, while Remote Service provides for communication regarding Customer’s fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement. **CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.**

**B. Connected Fire Sprinkler Services; Connected Fire Alarm Services.** Connected Fire Sprinkler Services and Connected Fire Alarm Services each means a data-analytics and software platform that uses a cellular or network connection to gather equipment performance data about a Customer’s Covered Equipment for Customer’s sprinkler system or fire alarm system, as applicable, to assist Company in advising Customer on such equipment’s health, performance or potential malfunction. Connected Fire Sprinkler Services and Connected Fire Alarm Services are collectively, the Connected Equipment Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services on any Covered Equipment, Customer agrees to allow Company to install diagnostic sensors and communication hardware (“Gateway Device”) or Customer will supply a network connection suitable to enable communication with Customer’s Covered Equipment in order for Company to deliver the connected services. For more information on whether your equipment includes Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal or purchase documentation or talk to your Company sales representative. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart



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device using the service's mobile or web app. The Gateway Device will be used to access, store, and trend data for the purposes of providing Connected Fire Sprinkler Services. Company will not use Connected Fire Sprinkler Services or the Connected Fire Alarm Services to remotely operate or make changes to Customer's Equipment. If the connection is disconnected by Customer, and a technician needs to be dispatched to the Customer site, then the Customer will pay Company at Company's then-current standard applicable contract regular time and/or overtime rate for such services. **Company makes no warranty or guarantee relating to the Connected Fire Sprinkler Services or Connected Fire Alarm Services. Customer acknowledges that, while Connected Fire Alarm Services or Connected Sprinkler Services generally improve equipment performance and services, these services do not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Company shall not be responsible for any injury, loss, or damage caused by any act or omission of Company related to or arising from the proactive health notifications of the equipment under Connected Equipment Services. Customer understands that if it wishes to receive monitoring of its fire alarm system or sprinkler system and notification of the fire department or other authorities in the event of an alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 19 (SOFTWARE AND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARM SERVICES AND CONNECTED SPRINKLER SERVICES. In the event of a conflict between these terms and the Software Terms, the Software Terms will control.**

**C. Dashboards and Mobility Applications for Connected Fire Sprinkler Services and Connected Fire Alarm Services.** If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, Customer may utilize Company's Dashboard(s) and Mobility Application(s), as applicable, during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement. Terms for the Dashboard are located at [www.johnsoncontrols.com/techterms](http://www.johnsoncontrols.com/techterms)

**17. Monitoring Services.** If Customer has selected Monitoring Services, the following shall apply to such Services:

**A. Alarm Monitoring Service.** Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification,

and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT**

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LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**B. Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was 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 Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars, as agreed upon damages and not as a penalty, as Customer's sole remedy. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. In no event shall Company**

**and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind, including but not limited to damages; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, and each of their employees, agents, officers and directors.**

**C. Indemnity, Insurance.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**D. No modification.** Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

**E. Customer's Duties.** In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises



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and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

**ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.**

**iii.** When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

**iv.** Customer shall promptly reset the System after any activation.

**v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.**

**vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.**

**vii.** Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission

service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

### **F. Communication Facilities.**

**i. Authorization.** Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

**ii. Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

**iii. Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

**iv. CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR**

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OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH

STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

**G. Verification; Runner Service.** Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

**H. Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

**18. Limited Warranty.** COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. No warranty is provided for third-party products and equipment installed or furnished by

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**Company. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Company will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.**

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by Company, such as suggestions as to design use and suitability of the equipment or products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that Company is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of equipment or products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by Company are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment or products.

### **19. Software and Digital Services.**

**Digital Enabled Services; Data.** If Company provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Company's cloud-hosted software applications. Customer consents to and grants Company the right to collect, transfer, ingest and use such data to enable Company and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Company products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all

loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Company secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Company software and related equipment installed at Customer facilities and Company cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

**Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at [www.johnsoncontrols.com/techterms](http://www.johnsoncontrols.com/techterms) (collectively, the "Software Terms"). Specifically, the Company General EULA set forth at [www.johnsoncontrols.com/buildings/legal/digital/generaleula](http://www.johnsoncontrols.com/buildings/legal/digital/generaleula) governs access to and use of software installed on Customer's premises or systems and the Company Terms of Service set forth at [www.johnsoncontrols.com/buildings/legal/digital/general](http://www.johnsoncontrols.com/buildings/legal/digital/general) govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.**

Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited

## SERVICE SOLUTION

license or use right), (each a “Software Subscription”): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the “Subscription Start Date”) and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a “Renewal Subscription Term”), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Company's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

**20. Taxes, Fees, Fines, Licenses, and Permits.** Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

**21. Outside Charges.** Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any

charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

**22. Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**23. Waiver of Subrogation.** Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

**24. Force Majeure.** Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A “Force Majeure Event” is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed

## SERVICE SOLUTION

as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by Company in connection with the Force Majeure Event.

**25. Exclusions.** This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-Company installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and Company shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

**26. Delays.** Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

**27. Termination.** If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination. For

termination prior to the end of the Term, Customer agrees to pay Company, in addition to any outstanding fees and charges for Service(s) rendered prior to termination, 50% of the charges for Services remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Customer shall provide Company with reasonable access to the premises to remove any Company property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that Company may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

Upon notice to the customer, Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. If Company's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the Company or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the Services, Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Company's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes. If Company receives an excessive number of false alarms, Company may terminate this Agreement and discontinue any Services, and seek to recover damages. If the equipment or system continuously sends signals that Company reasonably determines to be false or excessive, the Customer will be responsible for additional costs and fees incurred by Company in receiving and/or responding to these signals and/or Company may at its sole discretion terminate monitoring services under this Agreement upon notice to the Customer. Company may terminate this Agreement and discontinue any Service(s), if Company's central monitoring center ("CMC") or remote operations center or either of these centers is substantially damaged by fire or catastrophe or if Company is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Company's CMC and/or the Municipal Fire or Police Department or other first responder. Company may terminate the Services immediately upon notice to the Customer if Company, in its sole discretion, determines the premises in which the Equipment or system is installed is unsafe,



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unsuitable, or so modified or altered as to render continuation of Service(s) impractical or impossible. Company may terminate the Services upon notice to the Customer, if Customer fails to follow Company's recommendations for the repair or replacement of parts of the system or Equipment not covered under the warranty or Service.

**28. No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

**29. Default.** An Event of Default shall include, but is not limited to: (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

**30. One-Year Limitation on Actions; Forum Choice of Law.**

Company shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Customers located in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based

on forum non conveniens. In the event the matter is submitted to a court, Company and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Company, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. Customer will pay all of Company's reasonable collection costs (including legal fees and expenses).

**31. Assignment.** This Agreement is not assignable by the Customer except upon written consent of Company first being obtained. Company shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

**32. Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

**33. Headings.** The headings in this Agreement are for convenience only.

**34. Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

**35. Electronic Media.** Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

## SERVICE SOLUTION

**36. Legal Fees.** Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

**37. Lien Legislation.** Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

**38. Privacy. A. Company as : Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) shall apply. B. Company as : Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.**

**39. FAR.** Company supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, Company will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

**40. License Information** (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a

violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at [www.johnsoncontrols.com](http://www.johnsoncontrols.com) or contact your local Johnson Controls office.



# Red Oak Schools - CPQ-935956

## Planned Service Agreement



**Johnson Controls Fire Protection LP**  
4829 South 115th Street  
Omaha NE68137  
USA

**Proposal Presented On:**  
**05-08-2025**



SERVICE SOLUTION

Customer #:  
Red Oak Comm School District  
Date: 8-May-25  
Proposal #: CPQ-935956  
Term: 1-Jun-25 to 31-May-28  
External Contract #:  
Subscription ERP #:

Billing Customer:

Service Location:  
Red Oak High School  
2011 N 8th St,Red Oak School System  
Red Oak, IA 51566-1372

Johnson Controls Fire Protection LP  
Sales Representative:  
James Badura  
4829 South 115th Street  
Omaha NE 68137  
james.dean.badura@jci.com

INVESTMENT SUMMARY  
(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Red Oak Comm School District			\$2,147.37
SYSTEM-FA-EDWARDS PROG			
EDWARDS PROGRAMMABLE FIRE ALARM SYS	Est. First Inspection: September		
FIRE ALARM ESSENTIAL SERVICE OFFER	Total:		\$2,147.37



SERVICE SOLUTION

Customer #: 1991704  
Red Oak Comm School District  
Date: 8-May-25  
Proposal #: CPQ-935956  
Term: 1-Jun-25 to 31-May-28  
External Contract #: 52589236  
Subscription ERP #:

Billing Customer:  
Red Oak Community Schools  
2011 North 8th Street  
Admin Center-tech Building  
RED OAK, IA 51566-1372

Service Location:  
Washington Elementary  
400 W 2nd St,Red Oak Community Schools  
Red Oak, IA 51566-2169

Johnson Controls Fire Protection LP  
Sales Representative:  
James Badura  
4829 South 115th Street  
Omaha NE 68137  
james.dean.badura@jci.com

INVESTMENT SUMMARY  
(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Red Oak Comm School District			\$1,514.84
SYSTEM-FA-SIMPLEX 4007ES			
SIMPLEX 4007ES FIRE ALARM PANEL    Est. First Inspection: September			

FIRE ALARM ESSENTIAL SERVICE OFFER    Total:    \$1,514.84

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.



## SERVICE SOLUTION

### SUMMARY OF SERVICES

#### FIRE ALARM ESSENTIAL SERVICE OFFER

##### **SYSTEM-FA-EDWARDS PROG**

##### **SYSTEM-FA-SIMPLEX 4007ES**

###### TEST AND INSPECTION:

Inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. Unless otherwise specified herein, batteries installed within wireless initiating and notification peripheral devices are not covered under this agreement. Replacement of such batteries will be at an additional cost.

###### DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- Any discrepancies found noted Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

#### Customer Portal (Basic)

##### **SYSTEM-FA-EDWARDS PROG**

##### **SYSTEM-FA-SIMPLEX 4007ES**

Basic Customer Portal functionality will be provided.



SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **Red Oak Comm School District** and is effective **1-Jun-25** (the "Effective Date") to **31-May-28** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date. Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

**RENEWAL DETAILS:** This contract will require action in order to renew it. In this case, this contract will require a new service agreement to renew.

**PAYMENT FREQUENCY:** Annual In Advance

Signature : \_\_\_\_\_

Date : \_\_\_\_\_

**PAYMENT TERMS:** Net 30

*For applicable taxes, please see Section 3 of the Terms & Conditions*

**PAYMENT AMOUNT:** \$3,662.21 - **Proposal #:** CPQ-935956

PAYMENT SUMMARY:

Year	Term	PSA Charges
1	06/01/2025 - 05/31/2026	\$3,662.21
2	06/01/2026 - 05/31/2027	\$4,028.43
3	06/01/2027 - 05/31/2028	\$4,431.27

**CUSTOMER ACCEPTANCE:** In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

**ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**



SERVICE SOLUTION

Multi Year Contract Rider  
AGREEMENT

Acknowledgement of Multi-Year Term. Customer agrees that issuance of a Purchase Order does not amend any provision of the service agreement, including without limitation the duration/term of the service agreement. Customer agrees to issue Purchase Orders sufficient to satisfy its obligations under the multi-year service agreement. Should Customer fail to issue additional Purchase Orders, Company will still be permitted to invoice Customer for services performed, and Customer shall not dispute the validity of such invoices.

Customer Initials:

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via Email ( ) , payment is Net 30, and invoices are to be paid via Electronic Funds Transfer. Johnson Controls Electronic Funds Transfer transfer details will be forth coming upon contractual agreement.	
This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.	
To ensure that JCI is compliant with your company's billing requirements, please provide the following information:	
PO is required to facilitate billing:	<input type="checkbox"/> NO: This signed contract satisfies requirement
	<input type="checkbox"/> YES: Please reference this PO Number: _____

<b>Red Oak Comm School District</b>	<b>Johnson Controls Fire Protection LP</b>
Signature: _____	Authorized Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Phone #: _____	Phone #: _____
Fax #: _____	Fax #: _____
Email: _____	License #: _____ (if applicable)
Date: _____	Date: _____



## SERVICE SOLUTION

### **TERMS AND CONDITIONS**

**1. Term.** The Initial Term of this Agreement shall commence on the date of this Agreement and continue as set forth herein. After the Initial Term, this Agreement shall automatically extend for successive terms equal to the same length as the Initial Term unless Customer or Company gives written notice to the other that it does not want to renew at least sixty (60) days prior to the end of the then-current term (each a ("Renewal Term"). The Initial Term and any Renewal Term may be referred to herein as the "Term."

**2. Payment and Invoicing.** Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Fees and other amounts due hereunder are due thirty (30) days from the date of invoice, which shall be paid by Customer via electronic delivery via EFT/ACH. Such payment is a condition precedent to Company's obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and (iii) pay all of JCI's costs of collection, including (1) actual out of pocket expenses and (2) charge Customer a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims,

expenses, or liabilities arising from or relating to suspension of Services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs Services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Customer shall provide financial information requested by Company to verify Customer's ability to pay for goods or services. If Customer fails to provide financial information or if Company, in its sole discretion determines that reasonable grounds exist to question Customer's ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Customer's credit score), Company may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Company may have against Customer. Company shall provide Customer with advance written notice of changes to payment terms. Customer agrees to issue and send a purchase order to Company at least thirty (30) days prior to expiration of the Initial Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to Company. No purchase order is required for any emergency work requested by Customer. Customer shall have no right to reject such invoices due to the lack of a purchase order.

**3. Pricing.** The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to Company and the applicable taxing authorities. If Company is required to pay any such Taxes or other charges, Customer shall reimburse Company on demand. If any such exemption certificate



## SERVICE SOLUTION

is invalid, then Customer will immediately pay Company the amount of the Taxes, plus penalties and interest. Prices may be adjusted by Company prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s).

This Agreement is entered into with the understanding that the services to be provided by Company are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Company, Company reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. If this Agreement is renewed, Company will provide Customer with notice of any adjustments in the contract price applicable to any Renewal Term. Unless Customer terminates the Agreement at least sixty (60) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term. If this Agreement extends beyond one year, Company may increase prices upon notice to Customer.

**4. Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g., Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

**5. Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's**

**property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences thereof that the equipment or service was 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 Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences thereof, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or**

## SERVICE SOLUTION

**other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.**

**6. Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

**7. Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

**8. General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour

window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING

**9. Customer Responsibilities.** Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury,

## SERVICE SOLUTION

death, and/or property damage and continue such measures until the Covered System(s) are operational; and

- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

JCI may terminate the Services immediately upon notice to the Customer if JCI, in its sole discretion determines that the Customer's premises are unsafe to be accessed by JCI's employees or subcontractors. JCI may terminate the Services upon notice to the Customer, if Customer does not follow JCI's recommendations for updates and upgrades to the equipment and systems.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**10. Repair Services.** Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

**11. System Equipment.** The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by

Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**12. Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

**13. Availability and Cost of Steel, Plastics & Other Commodities.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, upon notice to Customer and at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

**14. Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

**15. Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

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- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- “permit confined space,” as defined by OSHA for work Company performs in the United States;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as “Hazardous Conditions.” Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company’s work, the discovery of such materials shall constitute an event beyond Company’s control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the “Discharge Services”) of any hazardous waste materials, hazardous materials, firefighting materials including without limitation any firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged during performance of the Services.

### 16. Other Services.

**A. Remote Service.** If Customer selects Remote Service, Company shall provide support for the Customer’s system by way of education, remote assistance and triage that does not require programming changes to the Customer’s panel. In addition, Remote Service does not include service to address physical damage to the system or a device; troubleshoot wiring issues; programming changes and/or relocating, remounting, reconnecting, or adding a device to the system. Customer understands and agrees that, while Remote Service provides for communication regarding Customer’s fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement. **CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.**

**B. Connected Fire Sprinkler Services; Connected Fire Alarm Services.** Connected Fire Sprinkler Services and Connected Fire Alarm Services each means a data-analytics and software platform that uses a cellular or network connection to gather equipment performance data about a Customer’s Covered Equipment for Customer’s sprinkler system or fire alarm system, as applicable, to assist Company in advising Customer on such equipment’s health, performance or potential malfunction. Connected Fire Sprinkler Services and Connected Fire Alarm Services are collectively, the Connected Equipment Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services on any Covered Equipment, Customer agrees to allow Company to install diagnostic sensors and communication hardware (“Gateway Device”) or Customer will supply a network connection suitable to enable communication with Customer’s Covered Equipment in order for Company to deliver the connected services. For more information on whether your equipment includes Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal or purchase documentation or talk to your Company sales representative. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart

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device using the service's mobile or web app. The Gateway Device will be used to access, store, and trend data for the purposes of providing Connected Fire Sprinkler Services. Company will not use Connected Fire Sprinkler Services or the Connected Fire Alarm Services to remotely operate or make changes to Customer's Equipment. If the connection is disconnected by Customer, and a technician needs to be dispatched to the Customer site, then the Customer will pay Company at Company's then-current standard applicable contract regular time and/or overtime rate for such services. **Company makes no warranty or guarantee relating to the Connected Fire Sprinkler Services or Connected Fire Alarm Services. Customer acknowledges that, while Connected Fire Alarm Services or Connected Sprinkler Services generally improve equipment performance and services, these services do not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Company shall not be responsible for any injury, loss, or damage caused by any act or omission of Company related to or arising from the proactive health notifications of the equipment under Connected Equipment Services. Customer understands that if it wishes to receive monitoring of its fire alarm system or sprinkler system and notification of the fire department or other authorities in the event of an alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 19 (SOFTWARE AND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARM SERVICES AND CONNECTED SPRINKLER SERVICES. In the event of a conflict between these terms and the Software Terms, the Software Terms will control.**

**C. Dashboards and Mobility Applications for Connected Fire Sprinkler Services and Connected Fire Alarm Services.** If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, Customer may utilize Company's Dashboard(s) and Mobility Application(s), as applicable, during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement. Terms for the Dashboard are located at [www.johnsoncontrols.com/techterms](http://www.johnsoncontrols.com/techterms)

**17. Monitoring Services.** If Customer has selected Monitoring Services, the following shall apply to such Services:

**A. Alarm Monitoring Service.** Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification,

and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT**



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LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**B. Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was 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 Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars, as agreed upon damages and not as a penalty, as Customer's sole remedy. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. In no event shall Company**

**and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind, including but not limited to damages; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, and each of their employees, agents, officers and directors.**

**C. Indemnity, Insurance.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**D. No modification.** Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

**E. Customer's Duties.** In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises



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and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

**ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.**

**iii.** When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

**iv.** Customer shall promptly reset the System after any activation.

**v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.**

**vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.**

**vii.** Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission

service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

### **F. Communication Facilities.**

**i. Authorization.** Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

**ii. Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

**iii. Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

**iv. CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR**

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OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH

STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

**G. Verification; Runner Service.** Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

**H. Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

**18. Limited Warranty.** COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. No warranty is provided for third-party products and equipment installed or furnished by

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**Company. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Company will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.**

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by Company, such as suggestions as to design use and suitability of the equipment or products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that Company is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of equipment or products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by Company are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment or products.

### **19. Software and Digital Services.**

**Digital Enabled Services; Data.** If Company provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Company's cloud-hosted software applications. Customer consents to and grants Company the right to collect, transfer, ingest and use such data to enable Company and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Company products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all

loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Company secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Company software and related equipment installed at Customer facilities and Company cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

**Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at [www.johnsoncontrols.com/techterms](http://www.johnsoncontrols.com/techterms) (collectively, the "Software Terms"). Specifically, the Company General EULA set forth at [www.johnsoncontrols.com/buildings/legal/digital/generaleula](http://www.johnsoncontrols.com/buildings/legal/digital/generaleula) governs access to and use of software installed on Customer's premises or systems and the Company Terms of Service set forth at [www.johnsoncontrols.com/buildings/legal/digital/general](http://www.johnsoncontrols.com/buildings/legal/digital/general) govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.**

Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited

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license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Company's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

**20. Taxes, Fees, Fines, Licenses, and Permits.** Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

**21. Outside Charges.** Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any

charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

**22. Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**23. Waiver of Subrogation.** Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

**24. Force Majeure.** Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed

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as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by Company in connection with the Force Majeure Event.

**25. Exclusions.** This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-Company installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and Company shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

**26. Delays.** Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

**27. Termination.** If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination. For

termination prior to the end of the Term, Customer agrees to pay Company, in addition to any outstanding fees and charges for Service(s) rendered prior to termination, 50% of the charges for Services remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Customer shall provide Company with reasonable access to the premises to remove any Company property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that Company may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

Upon notice to the customer, Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. If Company's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the Company or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the Services, Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Company's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes. If Company receives an excessive number of false alarms, Company may terminate this Agreement and discontinue any Services, and seek to recover damages. If the equipment or system continuously sends signals that Company reasonably determines to be false or excessive, the Customer will be responsible for additional costs and fees incurred by Company in receiving and/or responding to these signals and/or Company may at its sole discretion terminate monitoring services under this Agreement upon notice to the Customer. Company may terminate this Agreement and discontinue any Service(s), if Company's central monitoring center ("CMC") or remote operations center or either of these centers is substantially damaged by fire or catastrophe or if Company is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Company's CMC and/or the Municipal Fire or Police Department or other first responder. Company may terminate the Services immediately upon notice to the Customer if Company, in its sole discretion, determines the premises in which the Equipment or system is installed is unsafe,



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unsuitable, or so modified or altered as to render continuation of Service(s) impractical or impossible. Company may terminate the Services upon notice to the Customer, if Customer fails to follow Company's recommendations for the repair or replacement of parts of the system or Equipment not covered under the warranty or Service.

**28. No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

**29. Default.** An Event of Default shall include, but is not limited to: (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

**30. One-Year Limitation on Actions; Forum Choice of Law.**

Company shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Customers located in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based

on forum non conveniens. In the event the matter is submitted to a court, Company and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Company, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. Customer will pay all of Company's reasonable collection costs (including legal fees and expenses).

**31. Assignment.** This Agreement is not assignable by the Customer except upon written consent of Company first being obtained. Company shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

**32. Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

**33. Headings.** The headings in this Agreement are for convenience only.

**34. Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

**35. Electronic Media.** Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.



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**36. Legal Fees.** Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

**37. Lien Legislation.** Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

**38. Privacy. A. Company as : Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) shall apply. B. Company as : Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.**

**39. FAR.** Company supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, Company will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

**40. License Information** (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a

violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at [www.johnsoncontrols.com](http://www.johnsoncontrols.com) or contact your local Johnson Controls office.

# Red Oak Schools Monitoring - CPQ-934381

## Planned Service Agreement



**Johnson Controls Fire Protection LP**  
4829 South 115th Street  
Omaha NE68137  
USA

**Proposal Presented On:**  
**05-08-2025**



SERVICE SOLUTION

Customer #:  
Red Oak Comm School District  
Date: 8-May-25  
Proposal #: CPQ-934381  
Term: 1-Jun-25 to 31-May-28

Billing Customer:

Service Location:  
Red Oak High School  
2011 N 8th St,Red Oak School System  
Red Oak, IA 51566-1372

Johnson Controls Fire Protection LP  
Sales Representative:  
James Badura  
4829 South 115th Street  
Omaha NE 68137  
james.dean.badura@jci.com

INVESTMENT SUMMARY  
(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
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Red Oak Comm School District			\$402.00
SYSTEM-FA-SMPLX 4004/4005			
SIMPLEX 4004/4005 SYSTEM			
Customer Pricing Type : Local			
Monitoring Account Type: Fire Alarm			
Number of Additional Building Partitions: 0			
Total Initiating Devices: 0			
Primary Communication: Phone lines (POTS)			
Secondary Communication:			
Per Point : No			
ALARM & DETECTION- MONITORING			



SERVICE SOLUTION

Customer #: 1991704  
Red Oak Comm School District  
Date: 8-May-25  
Proposal #: CPQ-934381  
Term: 1-Jun-25 to 31-May-28

Billing Customer:  
Red Oak Community Schools  
2011 North 8th Street  
Admin Center-tech Building  
RED OAK, IA 51566-1372

Service Location:  
Inman Primary School  
900 Inman Dr,  
Red Oak, IA 51566-1371

Johnson Controls Fire Protection LP  
Sales Representative:  
James Badura  
4829 South 115th Street  
Omaha NE 68137  
james.dean.badura@jci.com

INVESTMENT SUMMARY  
(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
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	Inman Primary School		\$440.00
SYSTEM-FA-SMPLX 4004/4005			
SIMPLEX 4004/4005 SYSTEM			
Customer Pricing Type : Local			
Monitoring Account Type: Fire Alarm			
Number of Additional Building Partitions: 0			
Total Initiating Devices: 0			
Primary Communication: Phone lines (POTS)			
Secondary Communication:			
Per Point : No			
ALARM & DETECTION- MONITORING			



## SERVICE SOLUTION

**Customer #:** 1991704  
**Red Oak Comm School District**  
**Date:** 8-May-25  
**Proposal #:** CPQ-934381  
**Term:** 1-Jun-25 to 31-May-28

**Billing Customer:**  
Red Oak Community Schools  
2011 North 8th Street  
Admin Center-tech Building  
RED OAK, IA 51566-1372

**Service Location:**  
Washington Elementary  
400 W 2nd St, Red Oak Community Schools  
Red Oak, IA 51566-2169

**Johnson Controls Fire Protection LP**  
**Sales Representative:**  
James Badura  
4829 South 115th Street  
Omaha NE 68137  
james.dean.badura@jci.com

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### INVESTMENT SUMMARY

*(Service Solution Valid for 30 Days)*

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SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
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Red Oak Comm School District

\$402.00

SYSTEM-FA-SMPLX 4004/4005

**SIMPLEX 4004/4005 SYSTEM**

Customer Pricing Type : Local

Monitoring Account Type: Fire Alarm

Number of Additional Building Partitions: 0

Total Initiating Devices: 0

Primary Communication: Phone lines  
(POTS)

Secondary Communication:

Per Point : No

#### ALARM & DETECTION- MONITORING

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.



## SERVICE SOLUTION

### SUMMARY OF SERVICES

#### ALARM & DETECTION- MONITORING

##### **SYSTEM-FA-SMPLX 4004/4005**

Alarm signal initiated by a fire alarm control panel. Central Station will endeavor to notify the fire department and Customer when an alarm or trouble signal is received. This service includes 1- 800 toll-free signal transmission, 24-hour auto dialer test, and notification of Customer-provided Emergency Call List.





SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **Red Oak Comm School District** and is effective **1-Jun-25** (the "Effective Date") to **31-May-28** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date. Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

**RENEWAL DETAILS:** This contract will require action in order to renew it. In this case, this contract will require a new service agreement to renew.

**PAYMENT FREQUENCY:** Annual In Advance

Signature : \_\_\_\_\_

Date : \_\_\_\_\_

**PAYMENT TERMS:** Net 30

*For applicable taxes, please see Section 3 of the Terms & Conditions*

**PAYMENT AMOUNT:** \$1,244.00 - **Proposal #:** CPQ-934381

PAYMENT SUMMARY:

Year	Term	PSA Charges
1	06/01/2025 - 05/31/2026	\$1,244.00
2	06/01/2026 - 05/31/2027	\$1,355.96
3	06/01/2027 - 05/31/2028	\$1,478.00

**CUSTOMER ACCEPTANCE:** In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

**ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**



SERVICE SOLUTION

Multi Year Contract Rider  
AGREEMENT

Acknowledgement of Multi-Year Term. Customer agrees that issuance of a Purchase Order does not amend any provision of the service agreement, including without limitation the duration/term of the service agreement. Customer agrees to issue Purchase Orders sufficient to satisfy its obligations under the multi-year service agreement. Should Customer fail to issue additional Purchase Orders, Company will still be permitted to invoice Customer for services performed, and Customer shall not dispute the validity of such invoices.

Customer Initials:

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via Email ( ) , payment is Net 30, and invoices are to be paid via Electronic Funds Transfer. Johnson Controls Electronic Funds Transfer transfer details will be forth coming upon contractual agreement.	
This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.	
To ensure that JCI is compliant with your company's billing requirements, please provide the following information:	
PO is required to facilitate billing:	<input type="checkbox"/> NO: This signed contract satisfies requirement
	<input type="checkbox"/> YES: Please reference this PO Number: _____

<b>Red Oak Comm School District</b>	<b>Johnson Controls Fire Protection LP</b>
Signature: _____	Authorized Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Phone #: _____	Phone #: _____
Fax #: _____	Fax #: _____
Email: _____	License #: _____ (if applicable)
Date: _____	Date: _____

## SERVICE SOLUTION

### **TERMS AND CONDITIONS**

**1. Term.** The Initial Term of this Agreement shall commence on the date of this Agreement and continue as set forth herein. After the Initial Term, this Agreement shall automatically extend for successive terms equal to the same length as the Initial Term unless Customer or Company gives written notice to the other that it does not want to renew at least sixty (60) days prior to the end of the then-current term (each a ("Renewal Term"). The Initial Term and any Renewal Term may be referred to herein as the "Term."

**2. Payment and Invoicing.** Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Fees and other amounts due hereunder are due thirty (30) days from the date of invoice, which shall be paid by Customer via electronic delivery via EFT/ACH. Such payment is a condition precedent to Company's obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and (iii) pay all of JCI's costs of collection, including (1) actual out of pocket expenses and (2) charge Customer a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims,

expenses, or liabilities arising from or relating to suspension of Services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs Services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Customer shall provide financial information requested by Company to verify Customer's ability to pay for goods or services. If Customer fails to provide financial information or if Company, in its sole discretion determines that reasonable grounds exist to question Customer's ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Customer's credit score), Company may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Company may have against Customer. Company shall provide Customer with advance written notice of changes to payment terms. Customer agrees to issue and send a purchase order to Company at least thirty (30) days prior to expiration of the Initial Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to Company. No purchase order is required for any emergency work requested by Customer. Customer shall have no right to reject such invoices due to the lack of a purchase order.

**3. Pricing.** The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to Company and the applicable taxing authorities. If Company is required to pay any such Taxes or other charges, Customer shall reimburse Company on demand. If any such exemption certificate

## SERVICE SOLUTION

is invalid, then Customer will immediately pay Company the amount of the Taxes, plus penalties and interest. Prices may be adjusted by Company prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s).

This Agreement is entered into with the understanding that the services to be provided by Company are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Company, Company reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. If this Agreement is renewed, Company will provide Customer with notice of any adjustments in the contract price applicable to any Renewal Term. Unless Customer terminates the Agreement at least sixty (60) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term. If this Agreement extends beyond one year, Company may increase prices upon notice to Customer.

**4. Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g., Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

**5. Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's**

**property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was 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 Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or**

## SERVICE SOLUTION

**other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.**

**6. Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

**7. Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

**8. General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour

window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING

**9. Customer Responsibilities.** Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury,

## SERVICE SOLUTION

death, and/or property damage and continue such measures until the Covered System(s) are operational; and

- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

JCI may terminate the Services immediately upon notice to the Customer if JCI, in its sole discretion determines that the Customer's premises are unsafe to be accessed by JCI'S employees or subcontractors. JCI may terminate the Services upon notice to the Customer, if Customer does not follow JCI's recommendations for updates and upgrades to the equipment and systems.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**10. Repair Services.** Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

**11. System Equipment.** The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by

Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**12. Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

**13. Availability and Cost of Steel, Plastics & Other Commodities.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, upon notice to Customer and at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

**14. Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

**15. Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:



## SERVICE SOLUTION

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- “permit confined space,” as defined by OSHA for work Company performs in the United States;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as “Hazardous Conditions.” Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company’s work, the discovery of such materials shall constitute an event beyond Company’s control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the “Discharge Services”) of any hazardous waste materials, hazardous materials, firefighting materials including without limitation any firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged during performance of the Services.

### 16. Other Services.

**A. Remote Service.** If Customer selects Remote Service, Company shall provide support for the Customer’s system by way of education, remote assistance and triage that does not require programming changes to the Customer’s panel. In addition, Remote Service does not include service to address physical damage to the system or a device; troubleshoot wiring issues; programming changes and/or relocating, remounting, reconnecting, or adding a device to the system. Customer understands and agrees that, while Remote Service provides for communication regarding Customer’s fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement. **CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.**

**B. Connected Fire Sprinkler Services; Connected Fire Alarm Services.** Connected Fire Sprinkler Services and Connected Fire Alarm Services each means a data-analytics and software platform that uses a cellular or network connection to gather equipment performance data about a Customer’s Covered Equipment for Customer’s sprinkler system or fire alarm system, as applicable, to assist Company in advising Customer on such equipment’s health, performance or potential malfunction. Connected Fire Sprinkler Services and Connected Fire Alarm Services are collectively, the Connected Equipment Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services on any Covered Equipment, Customer agrees to allow Company to install diagnostic sensors and communication hardware (“Gateway Device”) or Customer will supply a network connection suitable to enable communication with Customer’s Covered Equipment in order for Company to deliver the connected services. For more information on whether your equipment includes Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal or purchase documentation or talk to your Company sales representative. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart

## SERVICE SOLUTION

device using the service's mobile or web app. The Gateway Device will be used to access, store, and trend data for the purposes of providing Connected Fire Sprinkler Services. Company will not use Connected Fire Sprinkler Services or the Connected Fire Alarm Services to remotely operate or make changes to Customer's Equipment. If the connection is disconnected by Customer, and a technician needs to be dispatched to the Customer site, then the Customer will pay Company at Company's then-current standard applicable contract regular time and/or overtime rate for such services. **Company makes no warranty or guarantee relating to the Connected Fire Sprinkler Services or Connected Fire Alarm Services. Customer acknowledges that, while Connected Fire Alarm Services or Connected Sprinkler Services generally improve equipment performance and services, these services do not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Company shall not be responsible for any injury, loss, or damage caused by any act or omission of Company related to or arising from the proactive health notifications of the equipment under Connected Equipment Services. Customer understands that if it wishes to receive monitoring of its fire alarm system or sprinkler system and notification of the fire department or other authorities in the event of an alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 19 (SOFTWARE AND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARM SERVICES AND CONNECTED SPRINKLER SERVICES. In the event of a conflict between these terms and the Software Terms, the Software Terms will control.**

**C. Dashboards and Mobility Applications for Connected Fire Sprinkler Services and Connected Fire Alarm Services.** If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, Customer may utilize Company's Dashboard(s) and Mobility Application(s), as applicable, during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement. Terms for the Dashboard are located at [www.johnsoncontrols.com/techterms](http://www.johnsoncontrols.com/techterms)

**17. Monitoring Services.** If Customer has selected Monitoring Services, the following shall apply to such Services:

**A. Alarm Monitoring Service.** Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification,

and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT**

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LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**B. Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was 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 Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars, as agreed upon damages and not as a penalty, as Customer's sole remedy. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. In no event shall Company**

**and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind, including but not limited to damages; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, and each of their employees, agents, officers and directors.**

**C. Indemnity, Insurance.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**D. No modification.** Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

**E. Customer's Duties.** In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises

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and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

**ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.**

**iii.** When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

**iv.** Customer shall promptly reset the System after any activation.

**v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.**

**vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.**

**vii.** Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission

service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

### **F. Communication Facilities.**

**i. Authorization.** Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

**ii. Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

**iii. Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

**iv. CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR**

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OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH

STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

**G. Verification; Runner Service.** Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

**H. Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

**18. Limited Warranty.** COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. No warranty is provided for third-party products and equipment installed or furnished by



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**Company. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Company will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.**

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by Company, such as suggestions as to design use and suitability of the equipment or products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that Company is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of equipment or products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by Company are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment or products.

### **19. Software and Digital Services.**

**Digital Enabled Services; Data.** If Company provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Company's cloud-hosted software applications. Customer consents to and grants Company the right to collect, transfer, ingest and use such data to enable Company and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Company products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all

loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Company secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Company software and related equipment installed at Customer facilities and Company cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

**Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at [www.johnsoncontrols.com/techterms](http://www.johnsoncontrols.com/techterms) (collectively, the "Software Terms"). Specifically, the Company General EULA set forth at [www.johnsoncontrols.com/buildings/legal/digital/generaleula](http://www.johnsoncontrols.com/buildings/legal/digital/generaleula) governs access to and use of software installed on Customer's premises or systems and the Company Terms of Service set forth at [www.johnsoncontrols.com/buildings/legal/digital/general](http://www.johnsoncontrols.com/buildings/legal/digital/general) govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.**

Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited



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license or use right), (each a “Software Subscription”): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the “Subscription Start Date”) and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a “Renewal Subscription Term”), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Company's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

**20. Taxes, Fees, Fines, Licenses, and Permits.** Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

**21. Outside Charges.** Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any

charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

**22. Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**23. Waiver of Subrogation.** Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

**24. Force Majeure.** Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A “Force Majeure Event” is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed

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as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by Company in connection with the Force Majeure Event.

**25. Exclusions.** This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-Company installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and Company shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

**26. Delays.** Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

**27. Termination.** If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination. For

termination prior to the end of the Term, Customer agrees to pay Company, in addition to any outstanding fees and charges for Service(s) rendered prior to termination, 50% of the charges for Services remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Customer shall provide Company with reasonable access to the premises to remove any Company property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that Company may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

Upon notice to the customer, Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. If Company's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the Company or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the Services, Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Company's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes. If Company receives an excessive number of false alarms, Company may terminate this Agreement and discontinue any Services, and seek to recover damages. If the equipment or system continuously sends signals that Company reasonably determines to be false or excessive, the Customer will be responsible for additional costs and fees incurred by Company in receiving and/or responding to these signals and/or Company may at its sole discretion terminate monitoring services under this Agreement upon notice to the Customer. Company may terminate this Agreement and discontinue any Service(s), if Company's central monitoring center ("CMC") or remote operations center or either of these centers is substantially damaged by fire or catastrophe or if Company is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Company's CMC and/or the Municipal Fire or Police Department or other first responder. Company may terminate the Services immediately upon notice to the Customer if Company, in its sole discretion, determines the premises in which the Equipment or system is installed is unsafe,

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unsuitable, or so modified or altered as to render continuation of Service(s) impractical or impossible. Company may terminate the Services upon notice to the Customer, if Customer fails to follow Company's recommendations for the repair or replacement of parts of the system or Equipment not covered under the warranty or Service.

**28. No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

**29. Default.** An Event of Default shall include, but is not limited to: (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

**30. One-Year Limitation on Actions; Forum Choice of Law.**

Company shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Customers located in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based

on forum non conveniens. In the event the matter is submitted to a court, Company and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Company, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. Customer will pay all of Company's reasonable collection costs (including legal fees and expenses).

**31. Assignment.** This Agreement is not assignable by the Customer except upon written consent of Company first being obtained. Company shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

**32. Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

**33. Headings.** The headings in this Agreement are for convenience only.

**34. Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

**35. Electronic Media.** Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

## SERVICE SOLUTION

**36. Legal Fees.** Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

**37. Lien Legislation.** Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

**38. Privacy. A. Company as : Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) shall apply. B. Company as : Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.**

**39. FAR.** Company supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, Company will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

**40. License Information** (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a

violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at [www.johnsoncontrols.com](http://www.johnsoncontrols.com) or contact your local Johnson Controls office.



# Price Quote

100 S. Mill Ave  
Suite 1700  
Tempe, AZ 85281  
877-725-4257

Date	5/21/2025
Quote No.	Q-151318
Acct. No.	12210295
Total	18,320.00
Pricing Expires	11/16/2025

Red Oak Community School District  
604 S. Broadway St.  
Red Oak IA 51566  
United States

Payment Term	Contract Start	Contract End
Net 30	7/1/2025	6/30/2026

Site	Description	End Date	Qty
Red Oak Community School District	Edgenuity Academic Integrity	06/30/2026	1
Red Oak Junior Senior High School	Edgenuity 6-12 Comprehensive Site License	06/30/2026	1

Subtotal	18,320.00
Tax Total	0.00
Total	18,320.00

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions . These Terms and Conditions are available at [www.imaginelearning.com/standard-terms-and-conditions](http://www.imaginelearning.com/standard-terms-and-conditions), may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

## Red Oak Community School District

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## Imagine Learning Representative

Tosha Vogel  
Account Executive -  
[tosha.vogel@imaginelearning.com](mailto:tosha.vogel@imaginelearning.com)  
[imaginelearning.com](http://imaginelearning.com)

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to [AR@imaginelearning.com](mailto:AR@imaginelearning.com) or fax to 480-423-0213.



**ESTIMATE**

5501 S 36th St, Omaha, NE 68107

Quote #: 1108

Date: May 14, 2025

PO #:

CUSTOMER	SERVICE LOCATION
Red Oak Community Schools	Inman Elementary 900 Inman Dr, Red Oak, IA 51566

**Description:**

Repair circuit "B" on AHU-2

**Scope Of Work:**

Scope of Work – Circuit "B" Repair on AHU-2

This scope of work outlines the tasks required to repair Circuit "B" on Air Handling Unit 2 (AHU-2). The work will include the following:

- Reconnect open piping associated with Circuit "B" at the AHU
- Replace the indoor filter dryer cores to ensure proper moisture and contaminant removal.
- Flush the system with high-pressure Nitrogen
- Install a new suction line filter drier at the compressor for compressor protection.
- Perform a full leak test on the repaired piping to ensure the system is sealed.
- Evacuate the piping to remove air and moisture prior to recharging.
- Recharge the system with new refrigerant and oil, as needed. (up to 40 LBS of R22)
- Recommission the system to verify proper operation and performance.

**Note:**

Any additional repairs or modifications required beyond the scope listed above will be performed on a time and materials (T&M) basis or will be subject to a separate approved quote.

Additional R22 needed will be charged @ \$90.36 per LB

**TOTAL ESTIMATE.....\$9,039.20**

X \_\_\_\_\_  
Date \_\_\_\_\_  
Customer Signature



All work shall be completed Monday - Friday from 7 am-5 pm

Additional work unrelated to the work outlined above shall be completed on T&M or after a requested quote is approved

#### **ACCEPTANCE OF PROPOSAL**

This proposal represents the entire agreement between the parties. There are no representations, promises, or other understandings unless expressly included herein. Pricing is valid until Jun 15, 2025

## Restrictions on Student Use of Personal Electronic Devices During Instructional Times (2<sup>nd</sup> Reading with Revisions Reflecting Board Recommendations)

### Policy 511—Student Use of Personal Electronic Devices

In order to promote the best educational experience, students should feel connected to their educational environment and to others in the school community. Building meaningful connections can occur in a variety of ways. Technology has advanced peoples' ability to connect with one another across a variety of virtual platforms, and when used appropriately, adds value to the learning environment. However, it is vital to the developmental health and growth of students that the district provides opportunities for students to connect with peers and other members of their school community in-person whenever possible. In-person learning and interactions teach vital life and social skills that students will need for their continued success in the community.

For this reason, student use of personal electronic devices ~~during instructional time is~~ prohibited **throughout the school day**. Students have access to district-owned electronic devices as appropriate for the instructional needs of the learning environment and authorized by the classroom teacher. Parents or guardians who need to communicate with students during instructional time may contact the school building administrative office.

~~Instructional time~~ **The school day** is defined to mean **the periods of time between the first morning bell to afternoon dismissal** ~~classroom instruction from the beginning of class bell until the end of class bell~~. Personal electronic devices mean any device that is capable of electronically communicating, sending, receiving, storing, recording, reproducing and/or displaying information and data. This may include but is not limited to electronic communication equipment, mobile phones, smart phones, video game devices and portable media players. ~~Students may wear smart or electronic watches but may not use any communication applications or features that are prohibited from use on other electronic devices and all notifications must be turned off.~~ Personal electronic devices that have been specifically authorized under a current individual education plan (IEP), a Section 504 plan, or an Individual Health Plan (IHP) are exempt from this policy.

Parents or guardians of students may request to building level administration that a student retain access to the student's personal electronic device during instructional time if the parent or guardian can establish there is a legitimate reason related to the student's mental or physical health for the student to retain access during instructional time. This reason must be tied to the student's multi-tiered system of support framework. Any denials may be appealed to the Superintendent, who will be the final decisionmaker on the request.

Students who choose to use personal electronic devices outside instructional time but while on school property, at school-sponsored events, or in a manner that may impact the educational environment must use these devices in accordance with all applicable laws and board policies. Students who violate this policy may face disciplinary consequences up to and including suspension or expulsion. The Superintendent, in conjunction with building level administration, will develop administrative regulations in accordance with this policy.

Approved:

Reviewed:

Revised:

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## 511.R1—Student Use of Personal Electronic Devices Regulation

The district is committed to providing an inclusive educational environment for students and families. It is valuable for students' educational experience for families to engage in and support their students' educational experience. As part of this commitment, the district will take steps to create opportunities for students to engage in peer-to-peer activities, and ensure that student use of personal electronic devices does not occur during ~~instructional time~~ **the regular school day**.

Every district staff member is empowered to assist in the enforcement of this policy and regulation as appropriate. To avoid distraction during ~~instructional time~~ **the school day**, personal electronic devices must be silenced or turned off, not visible, and not physically attached to the student's body. Students may store their personal electronic devices in their backpacks, unless otherwise instructed; ~~in the space designated by the classroom teacher.~~ ~~Student personal electronic devices in the possession of the district will be secured using the following methods:]-~~

~~Staff members may establish classroom rules or protocols for placement of personal electronic devices during instructional times consistent with this regulation.~~ If a student is observed using a personal electronic device during ~~instructional time~~ **the school day**, the employee who observed the student behavior will notify building administration, who will require the student to turn in the device for safekeeping until the end of the school day. The device will be secured in the building's front office. The district, however, is not responsible for the loss, theft, or destruction of personal electronic devices brought onto school, or district property, or while the student is attending district or school-sponsored events.

For a student's first violation of this policy, the student may pick up the device at the end of the school day and the student's parent/guardian will be notified. For subsequent violations of this policy, the device will be released to the student's parent/guardian following a meeting with the student and the student's parent/guardian to create a plan to avoid further violations. If a student in violation of this policy refuses to turn over their device, they may be sent home for the remainder of the school day. Repeated violations of this policy may result in additional disciplinary consequences for students in accordance with board policy.

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#### 401.11 Employee Use of Cell Phones

The use of cell phones and other communication devices may be appropriate to provide for the effective and efficient operation of the school district and to help ensure safety and security of people and property while on school district property or engaged in school sponsored activities.

Employees may possess and use cell phones during the school day as outlined in this policy and as provided in the administrative regulation.

Employees are prohibited from using cell phones or personal electronic devices during instructional time and other duty times, including student supervision periods, staff development, and parent-teacher conferences, except in the case of an emergency or prior administrative approval for educational purposes. Employees may use cell phones or personal electronic devices during non-instructional times such as planning periods, lunch, or breaks, provided it does not disrupt the school environment.

Cell phones are not to be used for conversations involving confidential student or employee information.

Employees are prohibited from using cell phone or personal electronic devices while driving district vehicles or transporting students, except in the case of an emergency and any such use must comply with applicable state and federal law and district policies and regulations.

School bus drivers are prohibited from using any communication device while operating the bus except in the case of an emergency, or to call for assistance, after the vehicle has been stopped. Any such use must comply with applicable state and federal law and district policies and regulations.

Employees violating the policy will be subject to discipline, up to and including, discharge. It is the responsibility of the superintendent to develop administrative regulations regarding this policy.

Approved:

Reviewed:

Revised:

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## 401.11R1 Employee Use of Cell Phones Regulation

### Cell phone Usage

1. Cell phones shall be used in a manner that does not disrupt instruction and should not be used during school-sponsored programs, meetings, in-services, or other events where there exists a reasonable expectation of quiet attentiveness unless there is a reason of personal health or safety involved.
2. Cell phones should not be used to transmit confidential student or personal information either verbally or written.
3. Employees are prohibited from using a cell phone while driving as part of their work duties, unless in the case of an emergency, unless the vehicle has come to a complete stop and the gear is in park.

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Approved:

Reviewed:

Revised:

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2. Cell phones should not be used to transmit confidential student or personal information either verbally or written.
3. Employees are prohibited from using a cell phone while driving as part of their work duties, unless in the case of an emergency, unless the vehicle has come to a complete stop and the gear is in park.

## 506.5 – Graduation Requirements

### Graduation Requirements

Students must successfully complete the courses required by the board and Iowa Department of Education in order to graduate.

It is the responsibility of the superintendent to ensure that students complete grades one through twelve and that high school students complete the required total credits prior to graduation. The following credits will be required:

#### Tiered Graduation Pathways

Courses	Distinguished Diploma	Achievement Diploma	Core Diploma	Requirements
English Language Arts	8	8	8	Language Arts 9 and Language Arts 10
Mathematics	6	6	6	Algebra I and Geometry: Student seeking a “Distinguished” Diploma must also complete Algebra II
Science	8	6	6	Biology and Physical Science: Effective 2026, students seeking a “Distinguished” Diploma must also complete Chemistry or Physics
Social Studies	6	6	6	U.S. History I & II and Government: <b>Students must pass a civics exam with a minimum score of 60% in order to graduate, effective July 1, 2026.</b>
Physical Education*	8	8	8	Required each semester unless exempted in accordance with Iowa law.*
World Language	4	0	0	Effective in 2026, Students seeking a “Distinguished Diploma” must complete Spanish I and Spanish II

Career Technical Education/ Work-Based Learning	1	<del>5</del> 1	0
Fine Arts	1	0	0
Electives	10	<del>8</del> 12	8
Total	<b>52</b>	<b>47</b>	<b>42</b>

\*Students shall be excused by the principal of the school if their parent or guardian requests in writing they be excused from the physical education requirement. A student who wishes to be excused from the physical education requirement must:

1. be seeking to do so in order to enroll in academic courses not otherwise available to the student;
2. be enrolled in a work-based learning program or other educational program authorized by the school which requires the student to leave the school premises for specified periods of time during the school day; or
3. participate in a school sponsored extracurricular activity which requires at least as much physical activity per week as one-eight unit of physical education.

To be granted a waiver, parents must indicate the activities students will participate in to complete at least 120 minutes of physical activity each week, as required by the *Healthy Kids Act*.

Graduation requirements for special education students will be in accordance with state-required standards and the prescribed course of study as described in the students' Individualized Education Program (IEP). In order to obtain a diploma, the student must meet current state-required standards including; four units (years) of English, three units (years) of math, three units (years) of social studies, and three units (years) of science (4-3-3-3). An IEP team cannot excuse or waive the state's graduation requirements. An IEP team may waive local district graduation requirements based on the student's needs and abilities. An IEP team must demonstrate reasonable cause for waiving local district graduation requirements.

An entitled student who is not able to meet the requirements for a regular high school diploma will be granted a certificate of completion if they fulfill the course requirements and expectations outlined in their IEP.

All students must complete a CPR course provided by the school.

Students who complete a regular session in the Legislative Page Program of the general assembly at the state capitol will be credited ½ credit of social studies.

Prior to graduation, the district will advise students on how to successfully complete the free application for federal student aid (FAFSA).

The Board shall have complete discretion to determine extraordinary circumstances that may permit variances from the above.

The required courses of study will be reviewed by the Board as needed.

Approved August 27, 2018

Reviewed December 13, 2023

Revised January 24, 2024

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## 506.5R1- Graduation Requirement Regulation

### GRADUATION REQUIREMENTS REGULATION

#### Classification of Students

Students in the Red Oak Community High School shall be classified at the beginning of each year as follows:

- Freshman      Those entering their first year of high school.
- Sophomore    Those entering their second year of high school.
- Junior        Those entering their third year of high school.
- Senior        Those entering their fourth or more year(s) of high school.

### COURSE REQUIREMENTS

The following courses are required and should be taken at the level indicated.

9th

Language Arts 9

Biology

US History I

Algebra I

Physical Education\*\*

10th

Language Arts 10

Physical Science  
US History II  
Geometry  
Physical Education\*\*

11th

Language Arts Elective  
Earth & Space Science  
Government\* (Students must pass a civics exam with a minimum score of 60% in order to graduate, effective July 1, 2026.)  
Social Studies Elective\*  
Algebra II or Math Elective  
Physical Education\*\*

12th

Language Arts Elective  
Government\*  
Social Studies Elective\*  
Physical Education\*\*

\*Required as a junior or senior.

\*\*Students shall be excused by the principal of the school if their parent or guardian requests in writing they be excused from the physical education requirement. Students who wish to be excused from physical education must:



1. be seeking to do so in order to enroll in academic courses not otherwise available to the student;
2. be enrolled in a work-based learning program or other educational program authorized by the school which requires the student to leave the school premises for specified periods of time during the school day; or
3. participate in a school sponsored extracurricular activity which requires at least as much physical activity per week as one-eight unit of physical education.

To be granted a waiver, parents must indicate the activities students will participate in to complete at least 120 minutes of physical activity each week, as required by the Healthy Kids Act.

Students seeking a “distinguished diploma” must complete Algebra II, Chemistry or Physics, and two years of a world language.

Making up courses that have been failed: Whenever a student fails a required course, the course must be made up or retaken as soon as possible. Whenever a student fails an elective course, the particular course failed need not be made up or retaken; however, the student must be sure he or she will have enough credits to graduate. The best procedure to follow whenever a course is failed in each and every situation is for the student to visit with the counselor. No credit is given for courses failed.

Duplicating Courses: In most cases when a course is successfully completed it may not be retaken for credit. There are exceptions and you should review each course description. Written permission from the principal and teacher is required to duplicate any course and it should be a part of the student’s 4-year plan.

Approved August 27, 2018

Reviewed ~~February 21, 2024~~ **June 18, 2025**

Revised February 21, 2024

# **STORM PROTECTION FUND**

## **Intergovernmental Cooperative Agreement**

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## **Intergovernmental Cooperative Agreement**

This Agreement, (the “Agreement”), dated and effective as of the [REDACTED] of [REDACTED], by and among the Boards of Education, Governing boards or Controlling Authorities of the school districts listed in the Appendix attached hereto, each of which may be referred to hereinafter as a “District” and which, collectively, may be referred to as the “Districts.”

Witnesseth:

I. Purpose: The purpose of this agreement shall be to provide a means by which Iowa Public School Districts and Area Education Agencies may jointly and cooperatively exercise powers, privileges and authority and proceed to establish the Storm Protection Fund for the purposes of administering an Agreement by and among the Members, pursuant to the joint powers provisions of Iowa Code Chapter 28E, and of providing the services and other items necessary and appropriate for the establishment, operation and maintenance of a self-insurance program for percentage wind and hail damage deductibles.

II. Organization: The parties agree to form and participate in an Iowa Code Chapter 28E entity, to administer a local government risk pool pursuant to Iowa Code sections 296.7 and 670.7. The entity shall be known as the Storm Protection Fund (“SPF”), more particularly described in this document. The Storm Protection Fund shall have the powers, privileges and authority set forth in this document but shall have only such powers, privileges and authority of the school districts and Area Education Agencies who are parties hereto as may from time to time be specifically authorized by the school districts and Area Education Agencies. The Storm Protection Fund corporation shall adopt bylaws for the exercise of authority granted by this Agreement, and such other provisions for the regulation and management of the Storm Protection Fund not inconsistent with law and this Agreement.

## **Article 1. Establishment and Purpose of the Cooperative**

**1.1.** On or about the Effective Date, a group of school districts and Area Education Agencies established the intergovernmental cooperative known as the Storm Protection Fund (hereinafter “Cooperative”), pursuant to Iowa Code Chapter 28E.

**1.2.** The purposes of the Cooperative are:

1.2.1. to effectively manage and contain costs for percentage wind and hail damage deductibles and related administration; and

1.2.2. to establish a program through the Cooperative to assist its Members in equalizing annual fluctuations in deductible expenses.

**1.3.** Nothing herein shall constitute (including without limitation the creation of an Account as defined in Paragraph 2.1 of this Agreement) nor shall participation in the Cooperative constitute the business of insurance within the State of Iowa nor the waiver of any immunities or defenses provided in the Local governmental and Governmental Employees Tort Immunity Act and any other applicable laws to carry out such claim, accident or premium reduction and educational programs as may from time to time be authorized by its Board.

## Article 2. Definitions

In addition to the terms defined elsewhere in this Agreement, each of the following terms shall have the meaning set forth below:

**2.1. ACCOUNT** — The Cooperative’s general monetary fund, funded by Contributions and other payments from each District as described in Article 7 below, and used to pay the Cooperative’s expenses and to maintain a Fund for each Fiscal Year.

**2.2. ADMINISTRATOR** — The individual or organization that the Board identifies to administer the Fund and Cooperative.

**2.3. BOARD** — The Board of Trustees empowered to operate the Cooperative.

**2.4. CHAIRPERSON** — The officer who supervises and controls the day-to-day operations of the Cooperative and carries out such other functions as are listed in this Agreement, or as maybe assigned from time to time by the Board.

**2.5. CLAIM** – A claim is a request by a Member for payment for from the Fund to pay for percentage insurance deductible expenses under the Member’s Mandatory Coverage.

**2.6. CONTRIBUTION** – The amount determined by the Administrator and approved by the Board that each Member must contribute to the Fund.

**2.7. COOPERATIVE** – The risk pool established under this Agreement pursuant to Iowa Code Chapter 670 and Iowa Code Chapter 28E.

**2.8. DISTRICT** — A school district or Area Education Agency.

**2.9. EFFECTIVE DATE** – The date that this 28E Agreement is filed with the Iowa Secretary of State.

**2.10. FISCAL AGENT** – The individual or organization that the Board identifies to administer payments from the Fund and track expenditures on behalf of the Fund.

**2.11. FISCAL YEAR** — The fiscal year for school districts and Area Education Agencies, which begins on July 1 and ends on June 30 the following calendar year.

**2.12. FOUNDING MEMBERS** – The Districts that adopt resolutions to join the Cooperative before July 1, 2025, and are listed in the Appendix.

**2.13. FUND** — The fund established by this Agreement for the purpose of covering percentage deductible expenses incurred by Members for wind and hail claims under their Mandatory Coverage.

**2.14. INSURED VALUE** — The property values subject to a percentage deductible, covered by property insurance policies issued to the district to cover wind and hail claims.

**2.15. LARGER DISTRICT GROUP** – Member Districts with a total insured value of property greater than the Group Membership Threshold. The Board shall have the power to set the threshold for a Member to be part of the Larger District Group or Smaller



District Group.

**2.16. MANDATORY COVERAGE** — Members must have a Property insurance policy issued by EMC Insurance that has a wind/hail deductible under the policy that is established as a percentage of the District's insured property values.

**2.17. MEMBER** – A Member is a school district located in the State of Iowa or an Area Education Agency located in the State of Iowa that has adopted a resolution to participate in this Agreement.

**2.18. GROUP MEMBERSHIP THRESHOLD** — The value determined in the sole discretion by the Board for the purpose of dividing the Districts into the Larger District Group and the Smaller District Group for the purpose of Board representation.

**2.19. RETENTION AMOUNT** – The amount that the Board determines each Year that Members shall have to pay toward any Claim submitted to the Cooperative for payment from the Fund.

**2.20. SMALLER DISTRICT GROUP** — Member districts with a total insured value of property less than or equal to the Group Membership Threshold. The Board shall have the power to set the threshold for a Member to be part of the Larger District Court or Smaller District Group.

**2.21. STORM PROTECTION FUND** — The program of percentage wind and hail damage deductible protection provided by the Cooperative.

**2.22. TARGET AMOUNT** — The amount of funds that the Cooperative will seek to collect from all members for the Fund, as established each year by the Board.

**2.23. TARGET MINIMUM AMOUNT** — The minimum balance established by the Board for the Fund.

**2.24. TRUSTEES** – The individuals elected to represent the Members and serve on the Board.

## **Article 3. Membership**

**3.1. Qualifications.** Members of this Agreement must be a District operating within the State of Iowa. The Member must also have Mandatory Coverage, which is a Property insurance policy issued by EMC Insurance, including wind and hail coverage, that establishes the District's deductible as a percentage of the insured property values. The Member must adopt a resolution in a form substantially similar to the form in the Appendix to this Agreement, and the Member must be accepted by the Board after adoption of said resolution.

**3.2. Membership Class.** There shall be one Fund that pays claims for all Members. Members shall be divided into a Larger District Group or the Smaller District Group solely for purposes of electing Members to the Board. Members of the Larger District Group are Members with an insured value greater than Membership Threshold. Members of the Smaller District Group have an insured value less than or equal to the Membership Threshold. Members will not be divided into separate classes for any other purpose other than the election of the Trustees to the Board.

**3.3. Establishing Large and Small District Groups.** The Board, in its sole discretion, shall annually establish the Group Membership Threshold for the purpose of establishing whether Members are part of the Larger District Group or Smaller District Group. Until June 30, 2026, the Group Membership Threshold shall be \$100 million in total insured property values that are subject to a percentage wind and hail deductible.

**3.4. Mandatory Coverage.** As a condition of becoming a Member, Districts must maintain Mandatory Coverage.

**3.5. Becoming a Member.** Any school district meeting the qualifications to be a Member may join. If a District notifies the Cooperative of its desire to join before June 1, then the District shall become a Member on July 1 of that same calendar year. For purposes of illustration, if a Member provides notice to the Board of its intent to join on March 1, 2026, then the District will become a Member on July 1, 2026. For the first Fiscal Year of the Cooperative, Districts will have until June 27, 2025 to notify the Cooperative of their intent to join.

**3.6. Terminating Membership.** Any Member may provide notice of termination of its membership on or before June 1 of each Fiscal Year for the subsequent Fiscal Year.

**3.7. Founding Members.** The Founding Members are identified in the Appendix to this Agreement. For the first Fiscal Year of the Cooperative, the Founding Members will select Trustees for the Board.

**3.8. Effect of Termination.** When a District decides to terminate membership for the subsequent Fiscal Year, the District shall cease to be a Member on July 1 of the Fiscal Year after notice of termination is provided. When a District voluntarily discontinues Membership, the District will not be entitled to recover any Contributions previously made to the Cooperative and the Fund.

## **Article 4. Governance**

**4.1. Board of Trustees.** The Cooperative shall be operated by the Board. The Board shall be composed of nine (9) individual Trustees. The Trustees will be divided among the following groups:

- (a) Five (5) Trustees will be selected by the Larger District Group (the “Large District Trustees”).
- (b) Four (4) Trustees will be selected by the Smaller District Group (the “Small District Trustees”).

**4.2. Qualification of Trustees.** A Trustee may be either a District School Business Official or Superintendent and must reside within the State of Iowa.

**4.3. Terms of Trustees.** The Trustees will serve staggered terms. During the first year of operation, the Trustees shall all serve a one-year term. For the Fiscal Year that begins on July 1, 2026, Trustee terms will be established so that there will be an election for three Trustees each Fiscal Year. All future terms of office for Trustees shall be three years. There shall be no limit on the number of terms a Trustee may serve.

### **4.4. Election of Trustees and the Initial Board.**

- 4.4.1.** The Administrator shall be responsible for administering the Trustee election. The Administrator shall first identify the Members that belong to the Large District group and the Members that belong to the Small District Group.
- 4.4.2.** The Trustees previously elected as the Small District Trustees and the Large District Trustees shall serve as the nominating committee for their respective groups of Members. The Large District Trustees shall nominate candidates to run as Trustees for Large District Group, and the Small District Trustees shall nominate candidates to run as Trustees for the Small District Group.
- 4.4.3.** In addition to the candidates identified by the nominating committees, the members of the Small District and Large District Groups may nominate any other qualified candidate as long as 10% of the members of the Small District Group or Large District Group support the nomination.
- 4.4.4.** The nominating committees and Member shall propose nominations for Trustees by May 1 of each Fiscal Year before a Trustee vacancy will occur.
- 4.4.5.** After May 1 and before June 30, there will be a special meeting of the Members where the Administrator will conduct an election of the Members to elect the Trustees.
- 4.4.6.** The initial Board shall consist of one Trustee appointed by each of the initial participating school districts at the time the entity is established. As additional school districts join the Cooperative, the Board may hold special meetings to appoint additional Trustees, up to a total of nine (9). Once the

Board reaches nine (9) Trustees, that composition shall remain in place through June 30, 2026. For the Fiscal Year beginning July 1, 2026, the Trustee terms will be staggered as provided in this Agreement.

**4.5. Board Officers.** The Board shall elect one Trustee to serve as a Chairperson and a different Trustee to serve as a Vice Chairperson. In the absence of the Chairperson, the Vice Chairperson shall perform all duties of the Chairperson. The Board may identify other officers as the Board determines are necessary to perform the functions required by this Agreement. The Chairperson will be elected to a one-year term as Chairperson, and the Vice-Chairperson will be elected to a one-year term as Vice-Chairperson.

**4.6. Duties of the Chairperson.** The Chairperson's duties will be:

- 4.6.1.** Conduct all meetings of the Board, and perform such other duties as the Board may prescribe.
- 4.6.2.** To sign on behalf of the Cooperative any instrument which the Board has authorized to be executed.
- 4.6.3.** To direct the Administrator within the constraints of the Board's approved expenditures, to make such expenditures.
- 4.6.4.** To perform all other duties incidental to the office of Chairperson as such duties may be prescribed by the Board.

**4.7. Term of Office.** The Trustees' terms shall begin on July 1 of the year in which they are elected. Trustees shall serve as Trustees until June 30 of the year in which their term expires.

**4.8. Trustee Vacancy.** If a Trustee position becomes vacant for any reason, the Board may, by a simple majority vote, elect a Trustee to serve the remainder of the vacated Trustee's term, provided, however, that a Small District Trustee seat will be filled by a representative of a Small District and a Large District Trustee seat will be filled by a representative of a Large District.

**4.9. Removal of Trustees.** The Members may, at any time, vote to remove any Trustee by a vote of a majority of the Members. A Trustee will be deemed automatically removed in the event of (1) the Trustee is convicted of a crime of dishonesty, (2) the Trustee dies, or (3) the Trustee ceases to be a resident of the State of Iowa.

**4.10. Meeting Schedule.** The Board shall have two regular meetings each Fiscal Year. The first meeting will occur in September and the second will occur in March of each Fiscal Year. The Board Chairperson will determine the date of the regular meeting, and provide fourteen (14) days' notice to the Board of the meeting date.

**4.11. Special Meetings.**

- 4.11.1.** The Board Chairperson may call a special meeting at any time, subject to the requirements of the Iowa Open Meetings Law, Iowa Code Chapter 21. The Chairperson will provide Members with notice fourteen (14) days before any special meeting is scheduled to occur. In the event of an emergency determined by the Chairperson in the Chairperson's sole discretion, the meeting may be held on three (3) days' notice.

**4.11.2.** Members may also call a special meeting by submitting a request signed by at least ten percent (10%) of the current Members. The Administrator will then schedule a special meeting within fourteen (14) days of receiving the signed request for a meeting.

**4.12. Quorum.** A quorum of the Board shall consist of a simple majority of the then-sitting Trustees. If neither the Chairperson nor the Vice-Chairperson are present, then the Board will elect a Trustee to serve as Chairperson for the term of the meeting.

**4.13. Open Records & Meetings.** The Cooperative is subject to Iowa Code Chapter 21 and Iowa Code Chapter 22, as amended, governing open records and open meetings. All meetings of the Board will be conducted in compliance with those statutes, as they may be amended.

**4.14. Minutes of Meetings.** The Board shall cause to be published a summary of the proceedings of each regular, adjourned, or special meeting of the Board, including the schedule of bills allowed, after adjournment of the meeting in one newspaper of general circulation within the geographic area served by the Cooperative. The summary of the proceedings shall include the date, time, and place the meeting was held, the Members present, and the actions taken at the meeting. The Board shall furnish the summary of the proceedings to be submitted for publication to the newspaper within twenty days following adjournment of the meeting. The publication of the schedule of bills allowed shall include a list of all salaries paid for services performed, showing the name of the person or firm performing the service and the amount paid. The publication of the schedule of bills allowed may consolidate amounts paid to the same claimant if the purpose of the individual bills is the same. However, the names and gross salaries of persons regularly employed by the entity created in the agreement shall only be published annually.

**4.15. Professional Advisors.** The Board shall have the power to enter into a contract with an Administrator and Fiscal Agent to perform the duties of an Administrator specified in this Agreement. The Board shall also have the authority to retain such other accounting, legal, and other professional advice as the Board may deem necessary.

**4.16. Duties of the Board.** The Board shall be responsible for administration of the Fund, the Account, and the Cooperative. Unless expressly stated by either this Agreement or a policy adopted by the Board, all actions of the Cooperative require Board approval. The Board may adopt such other policies, bylaws, or procedures as the Board deems appropriate for the exercise of the Board's authority.

**4.17. Annual Budget.** The Board will direct the Administrator to prepare an annual budget for the Cooperative that identifies expenses for the upcoming Fiscal Year. The Administrator will submit the budget to the Board prior to July 1 so that the Board may review and approve the budget.

**4.18. Audit.** The Board will require an annual audit of the fund to be performed by an independent audit firm.

## **Article 5. Professional Staff**

**5.1. Administrator.** The Board shall be responsible for retaining an Administrator and a Fiscal Agent, which may be an individual or an entity, for the purpose of administering the Cooperative and the Fund. The Board shall conduct due diligence to identify a financially responsible Administrator and Fiscal Agent that is capable of performing all duties required of the Fund and Cooperative.

**5.2. Administrator Duties.** The Administrator shall have the following duties:

- 5.2.1** The Administrator shall be the secretary of the Board and maintain all minutes of meetings, and ensure that all notices are posted as required by Iowa Code Chapter 21.
- 5.2.2** The Administrator shall compute the Contribution and Retention Amounts annually, and submit the annual Contribution and Retention computation information to the Board.
- 5.2.3** The Administrator shall organize all meetings of the Board and conduct elections of the Members.
- 5.2.4** The Administrator shall maintain a listing of the Districts that are participating in the Cooperative and shall make the list available to the Board upon request.
- 5.2.5** The Administrator will administer all claims on behalf of the Board.
- 5.2.6** The Administrator shall establish accounts and letters of credit as necessary at approved financial institutions and depositories.
- 5.2.7** To invest and deposit funds according to the Board-approved investment policy, and to maintain all records of all deposits of public funds.
- 5.2.8** The Administrator will perform other duties as prescribed by the Board.

**5.3. Fiscal Agent Duties.** The Fiscal Agent shall have the following duties:

- 5.3.1.** Maintaining all accounting records of the Cooperative and provide regular reports to the Board regarding the accounts of the Cooperative.
- 5.3.2.** Issue payments from the Account for expenditures previously authorized by the Board in the annual budget, policy, resolution, or motion, including Claim payments. The Fiscal Agent may sign checks on behalf of the Cooperative provided that the Board has previously approved issuance of the payment.
- 5.3.3.** Working with the Board-approved audit firm to conduct the annual audit of the Cooperative and the Fund.

**5.4. Bond Required.** The Administrator and Fiscal Agent shall post a bond with approved surety authorized to do business in the State of Iowa, payable to the Cooperative and

conditional upon the faithful discharge of his/her duties. The penalty amount of the bond shall be established by the Board, in the Board's discretion. The penalty of the bond shall not be less than twenty-five percent (25%) of the cumulative balance of the Fund on August 1 of the immediately prior Fiscal Year. As an alternative to a surety bond, the Administrator and Fiscal Agent may secure insurance coverage providing substantially the same coverage and limit. The form of these bonds and/or insurance coverage shall be that commonly used for school treasurers under Iowa law and shall be paid for as an administrative expense of the Cooperative and as determined and approved by the Board.



## **Article 6. Compensation and Liability of the Board**

**6.1. Compensation.** No one serving on the Board shall receive any salary or other compensation from the Cooperative.

**6.2. Expenses.** Subject to review by the Chairperson and Vice-Chairperson, Trustees may be reimbursed for reasonable expenses incurred on behalf of the Cooperative. Reimbursement for such expenses may include amounts advanced on behalf of the Cooperative either by the Trustee himself/herself or by his/her District, and shall be carried out in accordance with procedures and policies established by the Board and consistent with the terms of this Agreement.

**6.3. Liability.** The Board shall use ordinary care and reasonable diligence in the exercise of their authority and in the performance of their duties. No director, officer, employee, or Member of the Cooperative shall be liable for the Cooperative's debts or obligations and no director, officer, Member, or other volunteer is personally liable in that capacity to any person for any action taken or failure to take any action in the discharge of the person's duties except liability for any of the following:

**6.3.1** The amount of any financial benefit to which the person is not entitled.

**6.3.2** An intentional infliction of harm on the corporation or the Members.

**6.3.3** An intentional violation of criminal law.

**6.4 Hold Harmless.** No Representative on the Board shall be required to give a bond or other security to guarantee the faithful performance of his/her duties hereunder except as required by this Agreement or by law. The Account shall be used to defend and hold harmless any Representative on the Board where the Representative was acting within the scope of his/her authority when the claim against the Representative arose. In lieu of the obligations set forth in this Paragraph, the Cooperative may purchase insurance providing similar coverage for any such claims.

## **Article 7. Fund and Contributions**

**7.1. Target Amount.** In March of each Fiscal Year, the Board shall establish the Target Amount for the Fund for the upcoming Fiscal Year.

**7.2. Minimum Fund Balance.** The Board shall have the power to establish a Target Minimum Amount for the Fund.

**7.3. Initial Target Amount.** During the first year of operation of the Cooperative, the Target Amount shall be determined by the Board after the Founding Members have adopted resolutions to join the Cooperative.

**7.4. Member Annual Contribution.** To achieve the Target Amount, Members agree to pay a Contribution amount. The Contribution amount will be approved by the Board on or before April 1 of each Fiscal Year for the subsequent Fiscal Year. For illustrative purposes, the Board will approve the Member Contributions by April 1, 2025, that will be paid by Members no later than July 10, 2025.

**7.5. Retention Amount.** When the Board approves the annual Contribution amounts, the Board will also approve the Retention Amounts for Members for the upcoming Fiscal Year.

**7.6. Authorization to Borrow.** The Board may borrow funds to reach the Target Minimum Amount. The Board may pledge future Contributions as collateral for any borrowing.

**7.7. Aggregate Loss Fund Protection Insurance.** The Board may approve the purchase of aggregate loss fund protection insurance. The cost of the supplemental insurance will be included as an expense in the Member Contribution.

**7.8. No Debt Issuance.** The Board and the Cooperative shall not have the authority to issue bonds or other forms of indebtedness.

**7.9. Computation of Contribution.** The Members will contribute a sufficient amount to achieve the Target Amount of the Fund. In addition to the Contribution for the Fund, the Board may also include in the Contribution:

**7.10.1.** The cost of any loss fund protection insurance coverage;

**7.10.2.** Expenses of the Administrator;

**7.10.3.** Extraordinary expenses incurred due to unanticipated claims volume;

**7.10.4.** Cost of any financing obtained for the fund;

**7.10.5.** Such other expenses, including legal, accounting, and other professional advisors as the Board deems necessary.

All Contributions will be placed in the Account of the Cooperative for use as the Fund or for the payment of expenses of the Cooperative.

### **7.10. Contribution Adjustments After the Addition or Removal of Property.**

**7.10.1.** If new property is added to a Member's Mandatory Coverage, the Board shall approve a supplemental Contribution for that Member, which will be

calculated based on the additional Insured Values and pro-rated using the effective date on which the new property is added.

**7.10.2.** If property is removed from a Member's Mandatory Coverage, the Board shall approve the return of a portion of the Contribution based on the Insured Values removed. The calculation of the amount returned will be pro-rated using either the effective date of the removal or the date the Administrator was notified pursuant to Paragraph 9.1.6, at the Board's discretion.

**7.11. Member Supplemental Contributions.** If the Fund falls below the Target Minimum Amount established by the Board, and the Board is unable to borrow additional funds or lacks additional insurance, the Board may approve a supplemental Contribution for all Members. Supplemental Contributions will be limited to an amount sufficient to bring the Fund balance back to the Target Minimum Amount established by the Board.

**7.12. Payment Due Date.** Members will pay all Contributions due on or before July 10 of each Fiscal Year.

**7.13. Penalty for Failure to Pay.** Members that fail to pay will not be eligible to receive payment of any claims as provided in this Agreement.

**7.14. Deposit and Investment of Funds.**

**7.14.1.** The Board will administer the Fund in accordance with Iowa Code Chapter 12B and 12C governing investment and deposit of public funds.

**7.14.2.** The Board will adopt a written investment policy that provides for the safeguarding of all deposits into the Fund.

**7.14.3.** The Board will, annually, identify a list of approved depository institutions to receive deposits of the Fund.

## **Article 8. Paying Claims**

**8.1. Notice of Claim.** Members shall notify the Administrator promptly of any occurrence that may result in a claim under the Member's property insurance policy related to wind or hail damage and subject to a percentage deductible.

**8.2. Insurance Claim.** As a condition of receiving any payments from the Cooperative, Members must first submit a wind or hail claim to the Members' carrier for the Mandatory Coverage. The Member must cooperate with the Cooperative to provide all information related to the status of the Member's claims. The carrier for the Mandatory Coverage will adjust the Members' claim, and the Member will cooperate with the Administrator to confirm the amount of the percentage deductible the Member owes as determined under the Mandatory Coverage.

**8.3. Amount of Covered Claim.** The Cooperative will pay on behalf of the Member that Member's percentage deductible less their Retention Amount. Only properties subject to EMC's percentage wind and hail deductible will be covered by the Storm Protection Fund. Properties subject to an EMC flat dollar deductible are not eligible for payment by the Cooperative.

**8.4. Meeting to Approve Claims.** Before the Administrator will direct the Fiscal Agent to pay any claims to the Member, the Board shall review the Member's claim. The Board must vote to approve payment of any claims in excess of \$100,000 prior to payment of the claim. The Administrator is authorized to direct payment of any claims that are less than \$100,000, and then report such payment to the Board at the next meeting of the Board.

## **Article 9. Obligations of Districts**

**9.1. Obligations.** In addition to the other responsibilities of a District as set forth in this Agreement, each District shall have the obligation:

- 9.1.1.** To pay promptly all Contributions to the Cooperative for the Account at such times and in such amounts as are established within the scope of this Agreement;
- 9.1.2.** To submit promptly to the Cooperative all claims by or against the District in such manner as may be prescribed from time to time by the Board;
- 9.1.3.** To cooperate fully with the Administrator, any insurance consultant-claims administrator, the attorneys selected by or engaged by the Board, auditors and any agent, employee, Officer or independent contractor of the Cooperative in any matter relating to the purpose and powers of the Cooperative;
- 9.1.4.** To act promptly on all matters requiring approval by the Board and not to withhold such approval unreasonably or arbitrarily;
- 9.1.5.** To assure that its Representative reviews and oversees the District's compliance with the Cooperative Risk Management Protocols as may be adopted from time to time and with all obligations of a District as set forth in this Agreement;
- 9.1.6.** To notify the Administrator within two (2) business days of any new property added to the Mandatory Coverage maintained by the District and any properties removed from the Mandatory Coverage.

**9.2. Providing Information.** Members will authorize the Cooperative to obtain information regarding the Mandatory Coverage each District maintains. This includes, without limitation, the valuation of insured buildings and contents.

**9.3. Continuation of and Consideration for Obligations.** The obligations and responsibilities of the Member Districts as set forth in this Agreement, including the obligation to take no action inconsistent with this Agreement as originally written or validly amended, shall remain a continuing obligation and responsibility of each District.

The consideration for the duties imposed upon the Districts by this Agreement is based upon the mutual promises and agreements of the Districts set forth herein and the advantages gained by the Districts through reduced administrative costs for the procurement of wind and hail damage deductible protection the Cooperative may choose to adopt from time to time.

**9.4. No responsibility for the Obligations of Other Districts.** Except to the extent of the financial contributions to the Cooperative which each District has agreed to make, no District agrees by this Agreement to be responsible for any claims of any kind against any other District. The Districts intend by the creation of the Cooperative to establish an organization for joint administration of wind and hail damage deductible protection within the scope set forth in this Agreement only and do not intend to create between the Districts any relationship of partnership, surety, indemnification or liability for the debts of or claims against another District.

## **Article 10. Expulsion of a District**

**10.1. Grounds for Expulsion.** A Member District may be expelled from the Cooperative whenever the District:

- (a) Fails or refuses to perform any obligation under this Agreement;
- (b) Fails or refuses to make payments and supplemental payments when due to the Cooperative; or,
- (c) Carries on activities found by the Board to be detrimental to the purpose or operations of the Cooperative.

**10.2. Right to Notice, Opportunity to Cure and Hearing.** No District may be expelled from the Cooperative until the District has received each of the following:

- (a) Written notice from the Cooperative identifying the alleged basis for expulsion;
- (b) An opportunity to cure that basis for expulsion within fifteen (15) days from delivery of the notice; and,
- (c) In the event of a failure to cure, the opportunity to be heard before the Board or its appointee under Paragraph 10.3 below.

If the conduct of a District is found by the Board to be a continuing threat or detrimental to the continued operation of the Cooperative, the Board may suspend the District from all rights and privileges under this Agreement except for the limited right to continue its then current insurance coverages for which it has timely paid all premiums due.

**10.3. Hearing.** If a District fails to cure the alleged basis for expulsion within the fifteen (15) day notice period, the Board shall set a date for an expulsion hearing, which shall occur not less than ten (10) days after expiration of the time to cure and not less than five (5) days before the expulsion becomes effective. The Board may conduct the hearing or appoint an individual to conduct the hearing who shall make a recommendation to Board based upon his/her findings of fact.

**10.4. Vote to Expel.** Following the expulsion hearing, the Board shall vote whether to expel the District. A District may be expelled from the Cooperative by a two-thirds (2/3) vote of the Board.

**10.5. Continuing Obligations of Cooperative and Expelled District.** If a District is expelled in accordance with this Article 10, it will no longer have any rights or privileges under this Agreement.

An expelled District shall continue to be fully liable for any payment due to the Account and for any other unfulfilled obligation as if it were still participating in the Cooperative.

Within sixty (60) days after the vote to expel pursuant to Paragraph 10.4 above, the Cooperative shall take an accounting of the fixed funds and expenses owed by or owing to said District as of the date of the expulsion. The expelled District shall immediately pay into the Account any amount found to be owed by it. Any amount found to be owed to the District by the Cooperative, and all funds upon which a claim could be made against the expelled District, shall

be held by the Cooperative until all such claims or potential claims are terminated. The Board shall provide a written statement to the expelled District through the Administrator, outlining any potential liability for possible future deficits that may occur for the years in which the District participated in the Cooperative prior to expulsion.



## **Article 11. Termination of the Cooperative**

**11.1. Termination Events.** The Cooperative shall terminate upon the occurrence of any of the following events:

- (a) A final determination by a Court of competent jurisdiction, after all appeals have been exhausted or time for appeal has expired, that the Cooperative is invalid or contrary to law; or
- (b) The Board approves, by a two-thirds (2/3) majority vote, a motion to dissolve and terminate the Cooperative.

**11.2. Rights and Duties Upon Termination.** Upon termination of the Cooperative, the rights and duties of the Cooperative to each District and the rights and duties of each District to the Cooperative and to each other shall be the same as those with respect to an expelled District.

**11.3. Distribution of Assets.** Upon termination of this Agreement and dissolution of the Cooperative, any remaining assets or balances, including the remaining balance of the Fund, after payment of all outstanding obligations and liabilities, shall be distributed among the Districts on a pro rata basis. The pro rata shares shall be determined based on each District's most recent property valuations for the Mandatory Coverage for the current Fiscal Year. Such distribution shall occur within a reasonable time following the completion of all financial settlements and shall be documented in a final accounting report approved by the Board.

## **Article 12. Effect of the Agreement**

**12.1. Adoption of this Agreement.** This Agreement shall be presented to the founding Districts for approval. The Agreement shall become effective and binding after approval by the Found Members and after this Agreement is filed with the Iowa Secretary of State. The duration of this Agreement is perpetual, unless otherwise terminated in accordance with the provisions contained herein.

**12.2. Continuation of Cooperative.** Neither discussion, approval, nor rejection of this Agreement shall dissolve or terminate the Cooperative. If the Agreement is approved, the Cooperative shall operate in accordance with this Agreement. If this Agreement is not approved, the Cooperative shall operate in accordance with the prior agreement.

**12.3. Enforcement of Agreement and Applicable Law.** This Agreement may be enforced in law or equity either by the Cooperative itself or by any District. This Agreement shall be enforceable by or against a District or the Cooperative solely in the courts in Iowa having proper jurisdiction and venue of the parties. This Agreement shall be construed solely under the applicable law of the State of Iowa.

**12.4. Severability.** If any provision of this Agreement is declared by a final judgment of a court of competent jurisdiction to be unlawful or unconstitutional or invalid as applied to any District, the lawfulness, constitutionality or validity of the remainder of this Agreement shall not be deemed affected thereby.

**12.5. Counterparts.** This Agreement, and any amendments hereto, may be executed in any number of separate counterparts, which taken together shall constitute a single instrument.

**12.6. Applicability of Agreement.** This Agreement shall be binding on each District and any successor District thereof.

**12.7. Amendment.** This Agreement may be amended at any time by an affirmative vote of the majority of the Trustees of the Board. Any such amendment shall be in writing and shall become effective upon approval by the Board unless otherwise specified.

## **Article 13. Miscellaneous**

**13.1. Notice and Delivery.** Any notice required by this Agreement shall be in writing and shall be deemed to have been delivered when: 1) it is sent to the intended recipient by fax, email, or any other form of electronic communication; 2) it is delivered personally to the intended recipient or its agent designated for receipt of such notice; 3) any other delivery method has been used that is approved by the Board; or, 4) it is deposited in a United States Post Office and sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

- (a) If to the Cooperative, addressed to the Chairperson at the address of the District where Chairperson is employed.
- (b) If to a District, addressed to the Representative for that District at the address provided to the Cooperative; or to the principal office of the District's administration/superintendent.

**13.2. Paragraph Headings.** The paragraph headings inserted in this Agreement are for convenience only and are not intended to, and shall not be construed to limit, enlarge or affect the scope or intent of this Agreement or the meaning of any provision hereof.

## **APPENDIX A**

### **Founding Member School Districts**

West Des Moines Community School District

Boone Community School District

Waverly Shell Rock Community School District

Fort Dodge Community School District

**IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS  
OF THE DATE FIRST ABOVE WRITTEN AND SIGNED ON THE DATES NOTED  
BELOW.**

**Approved:**

NAME: \_\_\_\_\_

By: \_\_\_\_\_  
President of the Board

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

By: \_\_\_\_\_  
Secretary

Date: \_\_\_\_\_

# CHURCHICH

## RESTAURANT EQUIPMENT

4520 S. 79th St. • Omaha, NE 68127

# Quote

06/10/2025

**Project:**

Inman Elementary School  
900 Inman Drive  
Red Oak, IA 51566

**From:**

Churchich Restaurant Equipment  
Terry Csipkes  
4520 S. 79th Street  
Omaha, NE 68127  
402-331-2157  
4023312157 (Contact)

Job Reference Number: IANE491725

Quoted by Paul Aurand 515-729-7234 / aurand@select-mktg.com

Item	Qty	Description	Sell	Sell Total
1	1 ea	<b>DISHWASHER, CONVEYOR TYPE</b>	\$20,422.00	\$20,422.00
		CMA Dishmachines Model No. EST-66		
		Energy Miser® Dishwasher, conveyor type, 66"W x 25-1/8"D x 56-1/2"H, left-to-right operation, low temp chemical sanitizing or high temp sanitizing, dual tank design, (4) stage wash process (2-wash/power heated rinse/final rinse), (249) racks/hour, 19" dish clearance, electric tank heat, auto start/stop, auto fill, automatic water control system, power rinse heater system, automatic soil purging system, stainless steel scrap accumulator, chemical resistant industrial heaters, table limit switch & rack save clutch system, removable curtains, stainless steel construction, includes (1) open & (1) peg rack, 1 HP wash motor, 1/3 HP rinse motor, 1/8 HP conveyor motor, UL, cULus, ETL-Sanitation		
	1 ea	13986.00 66" Extended height (6" taller - 25" dish clearance height in lieu of standard 19" height)	\$4,913.00	\$4,913.00
	1 ea	Extended Machine: 480v/60/3-ph, 29.0 amps, standard	\$953.00	\$953.00
	1 ea	Left-to-right operation		
	1 ea	E-TEMP E-Temp™ Booster Heater, cULus (top mounted factory installed)	\$2,150.00	\$2,150.00
	1 ea	70 degree rise (F), double element		
	1 ea	Booster: 480v/60/3-ph, 18.0kW, 22.0 amps	\$953.00	\$953.00
	1 ea	Single Drain Connection Kit	\$156.00	\$156.00
	1 ea	Drain Water Tempering Kit – fits EST44/EST66 Conveyors	\$365.00	\$365.00
	1 ea	Vent Hood, with 4" x 16" vent & damper control (set of 2)	\$389.00	\$389.00
	1 ea	Exhaust Fan Time Cycle Control Kit	\$177.00	\$177.00
	1 ea	This quote is for the conveyor dishmachine only. It includes the machine being drop shipped to Inman Elementary School where the school and its people would be responsible to use a forklift to receive the machine from the truck. The school and its people would then be responsible to uncrate the new unit, remove the old unit, move the new unit into place, hook up the new unit, and replace the clean table.		

Churchich is not including any more than the cost of the machine in this quote.

**ITEM TOTAL: \$30,478.00**

Subtotal \$30,478.00

Total \$30,478.00

Prices Good Until: 07/05/2025

**NOTES:**

It is the responsibility of the dealer/dealer's bidder to verify quantities, accessories and options and make adjustments to this quote as required to meet the specifications and/or requirements of the specifications and /or project.

It is also the responsibility of the party receiving the equipment to inspect it for damage both inside and outside of the crating, before signing for it. It is best to refuse the piece if there is any damage. If they choose not to thoroughly inspect it (inside and out) or sign for it with damage, it is their responsibility to file and collect any freight claims.

**FREIGHT QUOTES ARE ESTIMATES ONLY.**

The items on this quote are subject to refrigerant or component changes at any time.

Optional and/or Alternate items and/or accessories are not included in item and/or project totals.

**Due to 2025 Market and Supply Conditions this quote is valid only until the factory issues updated prices to the market.**

This quote supersedes all previous quotes for this project.

Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Project Grand Total: \$30,478.00



**CHURCHICH****RESTAURANT EQUIPMENT**

4520 S. 79th St. • Omaha, NE 68127

**Quote**

06/10/2025

**Project:**  
Inman Elementary School  
900 Inman Drive  
Red Oak, IA 51566

**From:**  
Churchich Restaurant Equipment  
Terry Csipkes  
4520 S. 79th Street  
Omaha, NE 68127  
402-331-2157  
4023312157 (Contact)

Job Reference Number: IANE491725

Quoted by Paul Aurand 515-729-7234 / aurand@select-mktg.com

Item	Qty	Description	Sell	Sell Total
1	1 ea	<b>DISHWASHER, CONVEYOR TYPE</b>	\$20,422.00	\$20,422.00
		CMA Dishmachines Model No. EST-66		
		Energy Miser® Dishwasher, conveyor type, 66"W x 25-1/8"D x 56-1/2"H, left-to-right operation, low temp chemical sanitizing or high temp sanitizing, dual tank design, (4) stage wash process (2-wash/power heated rinse/final rinse), (249) racks/hour, 19" dish clearance, electric tank heat, auto start/stop, auto fill, automatic water control system, power rinse heater system, automatic soil purging system, stainless steel scrap accumulator, chemical resistant industrial heaters, table limit switch & rack save clutch system, removable curtains, stainless steel construction, includes (1) open & (1) peg rack, 1 HP wash motor, 1/3 HP rinse motor, 1/8 HP conveyor motor, UL, cULus, ETL-Sanitation		
	1 ea	13986.00 66" Extended height (6" taller - 25" dish clearance height in lieu of standard 19" height)	\$4,913.00	\$4,913.00
	1 ea	Extended Machine: 480v/60/3-ph, 29.0 amps, standard	\$953.00	\$953.00
	1 ea	Left-to-right operation		
	1 ea	E-TEMP E-Temp™ Booster Heater, cULus (top mounted factory installed)	\$2,150.00	\$2,150.00
	1 ea	70 degree rise (F), double element		
	1 ea	Booster: 480v/60/3-ph, 18.0kW, 22.0 amps	\$953.00	\$953.00
	1 ea	Single Drain Connection Kit	\$156.00	\$156.00
	1 ea	Drain Water Tempering Kit – fits EST44/EST66 Conveyors	\$365.00	\$365.00
	1 ea	Vent Hood, with 4" x 16" vent & damper control (set of 2)	\$389.00	\$389.00
	1 ea	Exhaust Fan Time Cycle Control Kit	\$177.00	\$177.00
	1 ea	This quote is for the conveyor dishmachine only. It includes the machine being drop shipped to Inman Elementary School where the school and its people would be responsible to use a forklift to receive the machine from the truck. The school and its people would then be responsible to uncrate the new unit, remove the old unit, move the new unit into place, hook up the new unit, and replace the clean table.		



Churchich is not including any more than the cost of the machine in this quote.

**ITEM TOTAL: \$30,478.00**

Subtotal	\$30,478.00
Total	\$30,478.00

Prices Good Until: 07/05/2025

**NOTES:**

It is the responsibility of the dealer/dealer's bidder to verify quantities, accessories and options and make adjustments to this quote as required to meet the specifications and/or requirements of the specifications and /or project.

It is also the responsibility of the party receiving the equipment to inspect it for damage both inside and outside of the crating, before signing for it. It is best to refuse the piece if there is any damage. If they choose not to thoroughly inspect it (inside and out) or sign for it with damage, it is their responsibility to file and collect any freight claims.

**FREIGHT QUOTES ARE ESTIMATES ONLY.**

The items on this quote are subject to refrigerant or component changes at any time.

Optional and/or Alternate items and/or accessories are not included in item and/or project totals.

**Due to 2025 Market and Supply Conditions this quote is valid only until the factory issues updated prices to the market.**

This quote supersedes all previous quotes for this project.

Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Project Grand Total: \$30,478.00

05/20/2025

**Project:**  
Session-Opaa!-Red Oak school  
district

**From:**  
Session Fixture Co. Inc.  
Scott Armstrong  
6044 Lemay Ferry Rd.  
St. Louis, MO 63129-2217  
(314)487-2670  
314-487-2670 (Contact)

Job Reference Number: 33184

Item	Qty	Description	Sell	Sell Total
1	1 ea	<b>DISHWASHER, CONVEYOR TYPE</b> CMA Dishmachines Model No. EST-66 Energy Mizer® Dishwasher, conveyor type, 66"W x 25-1/8"D x 56-1/2"H, left-to-right operation, low temp chemical sanitizing or high temp sanitizing, dual tank design, (4) stage wash process (2-wash/power heated rinse/final rinse), (249) racks/hour, 19" dish clearance, electric tank heat, auto start/stop, auto fill, automatic water control system, power rinse heater system, automatic soil purging system, stainless steel scrap accumulator, chemical resistant industrial heaters, table limit switch & rack save clutch system, removable curtains, stainless steel construction, includes (1) open & (1) peg rack, 1 HP wash motor, 1/3 HP rinse motor, 1/8 HP conveyor motor, UL, cULus, ETL-Sanitation	\$23,450.94	\$23,450.94
	1 ea	Standard height machine		
	1 ea	Machine: 480v/60/3-ph, 26.0 amps	\$1,094.40	\$1,094.40
	1 ea	Left-to-right operation		
	1 ea	E-TEMP E-Temp™ Booster Heater, cULus (top mounted factory installed)	\$2,468.67	\$2,468.67
	1 ea	70 degree rise (F), double element		
	1 ea	Booster: 480v/60/3-ph, 18.0kW, 22.0 amps	\$1,094.40	\$1,094.40
	1 ea	Single Drain Connection Kit	\$151.62	\$151.62
	1 ea	Drain Water Tempering Kit – fits EST44/EST66 Conveyors	\$354.54	\$354.54
	1 ea	Vent Hood, with 4" x 16" vent & damper control (set of 2)	\$377.91	\$377.91
<b>ITEM TOTAL:</b>				<b>\$28,992.48</b>
2	1 ea	<b>SCHOOL DELIVERY LIFT GATE</b> FREIGHT Model No. SHIPPING Rate Quote: LPRTKW7 Quote Expiration: 05/21/2025	\$549.02	\$549.02
<b>ITEM TOTAL:</b>				<b>\$549.02</b>

Initial: \_\_\_\_\_

Merchandise	\$29,541.50
Subtotal	\$29,541.50
Tax 7.738%	\$2,285.92
Total	\$31,827.42

**Unless otherwise noted in writing:**

1. All prices are F.O.B. 6044 Lemay Ferry Road.
2. The Foodservice Equipment and Supplies sold by Session Fixture Co., Inc. are warranted exclusively by the manufacturer.
3. Prices are based on current factory costs. Should our costs change, prices quoted will change accordingly.
4. Merchandise quoted is new.
5. No installation, plumbing, or electric work is included.

**Terms and Conditions:**

1. Please note that all sales/use taxes are the responsibility of the purchaser and must be added to this quotation.
2. Our quotation is based on information provided by the purchaser, therefore Session Fixture Co., Inc. will not be responsible for customer errors in specifications and projected usage of equipment.
3. It is the purchasers' responsibility to obtain any required permits and to comply with all pertinent building codes.

**Payment:Terms:** \_\_\_\_\_ Deposit at time of Order,

**Balance to be Paid:** \_\_\_\_\_

Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Project Grand Total: \$31,827.42



# INDEX

## RESTAURANT SUPPLY

1946 KCMO

# Quote

05/23/2025

**Project:**  
Red Oak IA School Quote

**From:**  
Index Restaurant Supply  
Christopher Juul  
521 Main St.  
Kansas City, MO 64105-1224  
816-842-9122  
(816)842-9124 (Fax)  
christopher@indexrs.com

Job Reference Number: 30658

Item	Qty	Description	Sell	Sell Total
1	1 ea	<b>DISHWASHER, CONVEYOR TYPE</b> Jackson WWS Model No. AJ-64CE Dishwasher, conveyor type, adjustable conveyor speed, approximately (287) racks/hour high temperature sanitizing rinse, (2) tank design (wash/rinse), 25"H clearance through machine, stainless steel construction, electric tank heat, vent fan control, cETLus, NSF	\$35,500.00	\$35,500.00
	1 ea	1 year parts & labor warranty, continental USA, standard		
	1 ea	Left to right operation		
	1 ea	460V/60/3-ph, 37.6 amps	\$860.00	\$860.00
	1 ea	Single point connection		
<b>ITEM TOTAL:</b>				<b>\$36,360.00</b>
Total				\$36,360.00

Quoted pricing is good for 30 days.

### Warranties:

All standard manufacturers warranties are included. No other warranty applies unless otherwise noted above.

### Taxes:

Any applicable taxes are not included and are subject to the current rate at the time of final invoicing and are the responsibility of the customer.

### Payment Terms:

Unless otherwise noted standard payment terms are 50% due at signing of quote and acceptance of terms and conditions. An additional 45% of the total quote amount will be due when we receive the items and prior to delivery. The final 5% will be due on the day the customer takes possession of equipment described in quote. Payments greater than \$3,000 made with a credit card will be subject to a 3% upcharge.

Initial: \_\_\_\_\_

**Returns/Exchanges:**

All returns and exchanges are subject to manufacturers restocking fee. Fees vary depending on specific manufacture policy. All fees will be explained in detail to customer before processing request.

**Freight:**

Unless specified otherwise, pricing does not include freight charges and they may need to be added. Any freight quoted is an estimate only. All standard shipments are curbside delivery only, unless otherwise specified. This means that the delivery driver will only drive the equipment to the property nearest the entrance. If you do not have a "semi-truck high" receiving dock, or own a forklift, you must request a liftgate delivery service at the time of purchase. A fee will need to be added if a liftgate is needed at the time of purchase.

**Delivery:**

Inside Delivery, including uncrating and setting in place, can be provided by Index. Pricing is done on a case by case basis and is to be determined. Index will not remove doors, windows or existing equipment to perform install unless otherwise noted in scope of work.

**Customer Responsibility:**

Customer is responsible for confirming all measurements, direction of operation, voltages and utility specifications prior to ordering. Any changes after ordering may incur a price adjustment. Please read and review this quotation carefully as it is based upon our understanding of items being requested. Please check quote for errors, omissions or inaccuracies of any kind.

**Execution:**

To accept the terms listed above and to move forward with the quotation please sign and return this entire document to your Index representative. No orders shall be placed until customers approves the quotation

Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_



1600 N BROADWAY  
Red Oak, IA 51566  
(712) 623-9614  
dovel2022@Hotmail.com

## Estimate

**ESTIMATE#** 1068778432  
**DATE** 06/13/2025  
**PO#**

### CUSTOMER

RED OAK COMMUNITY SCHOOL DISTRICT ADMIN OFFICE  
604 South Broadway Street  
Red Oak IA 51566  
(712) 623-6600

### SERVICE LOCATION

RED OAK COMMUNITY SCHOOL DISTRICT ADMIN OFFICE  
604 South Broadway Street  
Red Oak IA 51566  
(712) 623-6600

### DESCRIPTION

INMAN SCHOOL DISHWASHER  
SPECIAL ORDERS 50% DOWN PAYMENT  
LEAD TIME AND INVENTORY LEVELS SUBJECT TO CHANGE  
RESTOCKING FEE 35% WILL BE APPLIED IF CANCELLED  
ALL ITEMS POSSIBLE SUBJECT TO SURCHARGE AND TARRIFF CHARGERS.

## Estimate

Description	Qty	Rate	Total
AJ64CE2083 JACKSON DISHWASHER CONVERYOR	1.00	40,606.50	40,606.50
Freight/ Shipping Charge is additional	1.00	0.00	0.00

### CUSTOMER MESSAGE

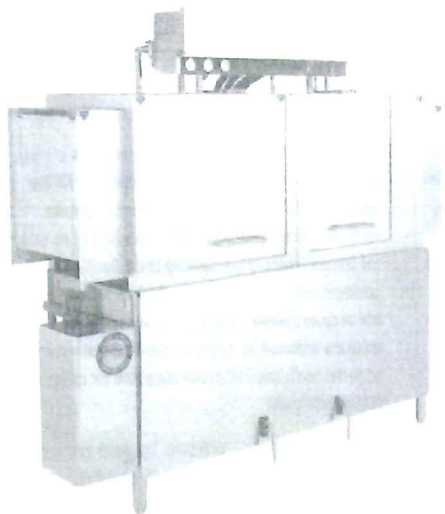
THIS IS JUST THE DISHWASHER NO EXTRAS NO HEATER  
OR WATER SOFTENER NO OPTIONS

**Estimate Total: \$40,606.50**



**Jackson**

## AJ-64 Vision Series



### Standard Features

- 287 racks per hour hi-temp sanitizing rinse
- 0.77 gallons per rack hi-temp sanitizing rinse
- Incoming water pressure regulator
- Exclusive Adjust-A-Peak feature (patented) allows the owner operator to manually adjust the speed of the conveyor system from 144 racks per hour all the way to maximum capacity of 287 racks per hour.
- Standard 25" clearance allows owner operators the ability to wash large utensils, trays, and bun pans.
- Totally electro-mechanical; no solid state controls utilized.
- Fully automatic including auto-fill.
- Completely self-draining, stainless steel wash and recirculating rinse pumps.
- Exclusive "Energy Guard" controls system energizes wash, recirculating rinse, and final rinse sections only when a rack is in place.
- Convenient, externally operated lever drains.
- Stainless steel frame, legs, adjustable bullet feet, and front appearance panel are all standard.
- Standard 8" vent cowls/splash shields on both wash and rinse ends of the machine.
- Heavy gauge construction for extra ruggedness and durability.

### Power/Connections

Approximate Total Load	AMPS
208V / 60HZ / 3PH	81.8
208V / 60HZ / 1PH	138.9
230V / 60HZ / 3PH	75.1
230V / 60HZ / 1PH	127.5
460V / 60HZ / 3PH	37.6

#### Booster Heater Options

External 40°F Min. Rise	KW	AMPS
208V / 60HZ / 3PH	34.5	95.8
230V / 60HZ / 3PH	36	90.5
460V / 60HZ / 3PH	36	45.2

#### External 70°F Min. Rise

	KW	AMPS
208V / 60HZ / 3PH	45	125.0
230V / 60HZ / 3PH	45	108.0
460V / 60HZ / 3PH	45	54.0

#### Venting Requirements (CFM)

Input end	200
Output end	400
Total CFM	600

#### Water Requirements

Incoming Wash Tank Temperature (°F)	180
With 36 KW booster heater option (°F)	140
With 45 KW booster heater option (°F)	110
Gallons per hour	222
Gallons per rack	0.77
Wash Tank Capacity (Gallons)	15.4
Incoming Waterline Size (IPS) (Minimum)	3/4
Flow Pressure (PSI)	15-25
Flow Rate Minimum (GPM)	3.7
Drainline Size IPS (Minimum) (Inches)	1 1/2

### Performance/Capacities

#### Operating Capacity

Racks per hour	287
Dishes per hour	7200
Glasses per hour	7200

#### Steam Coil Tank Heat

Steam Connection IPS (Inches)	3/4
Steam Flow Pressure (PSIG)	10-20
Consumption @ 15 PSIG (Lbs/hr)	100

Wash Pump Motor HP	2
Wash Pump Capacity (GPM)	270
Wash Tank KW	15

Conveyor Motor Horsepower	1/4
Conveyor Speed (Feet/minute)	8.0

#### Operating Temperatures

Wash Tank-°F (Minimum)	150
Power Rinse-°F (Minimum)	160
Rinse-°F (Minimum)	180

#### Dimensions (Inches)

Length between dishtables	64
Machine width	25
Wall Clearance (Minimum)	4.5
Cavity/dish clearance (Maximum)	25

#### Shipping Information

Weight (Lbs)	890
Dimensions (Inches)	
Length	96
Depth	40
Height	78
Volume (Cubic feet)	174.0

Conveyor



## Quote

05/30/2025

**To:**  
RED OAK COMMUNITY SCHOOLS  
RON LORENZ  
900 INMAN DR  
RED OAK, IA 51566

**Project:**  
RED OAK ELEMENTARY SCHOOL  
900 Inman Dr  
RED OAK, IA 51566

**From:**  
TriMark Hockenbergs  
Jeff Scott  
14063 Cornhusker Rd  
Omaha, NE 68138  
402-339-8900


Customer ID: 16117008

Job Reference Number: 71724

Prices may not reflect applicable tariffs, duties, import fees, taxes, or other governmental charges. TriMark reserves the right to correct or adjust quoted prices at any time due to tariffs, market fluctuations, supply chain disruptions, third-party supplier cost changes, general contractor delays, or any other factors outside of TriMark's control. TriMark will use commercially reasonable efforts to hold pricing for seven calendar days from the date of the quote; however, all pricing remains subject to correction or adjustment as set forth above, including during the seven-day hold period.

Item	Qty	Description	Sell	Sell Total
0		<b>NOTES/DETAILS</b> SPECIAL ORDERS REQUIRE 50% DOWN PAYMENT.  LEAD TIME AND INVENTORY LEVELS SUBJECT TO CHANGE.  FREIGHT CHARGES NOT INCLUDED.  TAXES NOT INCLUDED.  RESTOCKING FEE OF 25% to 35% WILL BE APPLIED IF ORDER CANCELED OR RETURNED.  ALL ITEMS POSSIBLE SUBJECT TO SURCHARGE AND TARRIFF CHARGES.  INSTALLITION NOT INCLUDED ( DONE BY OTHERS).  *** QUOTES ARE ONLY GOOD FOR SEVEN BUSINESS DAYS ***		
1	1 ea	<b>DISHWASHER, CONVEYOR TYPE</b> CMA Dishmachines Model No. EST-66 Energy Miser® Dishwasher, conveyor type, 66"W x 25-1/8"D x 56-1/2"H, left-to-right operation, low temp chemical sanitizing or high temp sanitizing, dual tank design, (4) stage wash process (2-wash/power heated rinse/final rinse), (249) racks/hour, 19" dish clearance, electric tank heat, auto start/stop, auto fill, automatic water control system, power rinse heater system, automatic soil purging system, stainless steel scrap accumulator, chemical resistant industrial heaters, table limit switch & rack save clutch system, removable curtains, stainless steel construction, includes (1) open & (1) peg rack, 1 HP wash motor, 1/3 HP rinse motor, 1/8 HP conveyor motor, UL, cULus, ETL-Sanitation	\$20,421.86	\$20,421.86
	1 ea	Standard height machine		
	1 ea	Machine: 480v/60/3-ph, 26.0 amps	\$996.36	\$996.36
	1 ea	Left-to-right operation		
	1 ea	E-TEMP E-Temp™ Booster Heater, cULus (top mounted factory installed)	\$2,149.80	<Optional>
	1 ea	40 degree rise (F), single element		
	1 ea	Booster: 480v/60/3-ph, 18.0kW, 22.0 amps	\$996.36	<Optional>
	1 ea	Drain Water Tempering Kit – fits EST44/EST66 Conveyors	\$322.78	<Optional>
		<b>ITEM TOTAL:</b>		<b>\$21,418.22</b>
2	1 ea	<b>DISHWASHER, CONVEYOR TYPE</b>	\$43,297.33	\$43,297.33



Item	Qty	Description	Sell	Sell Total
		Jackson WWS Model No. AJ-64CE Dishwasher, conveyor type, adjustable conveyor speed, approximately (287) racks/hour high temperature sanitizing rinse, (2) tank design (wash/rinse), 25"H clearance through machine, stainless steel construction, electric tank heat, vent fan control, cETLus, NSF		
	1 ea	1 year parts & labor warranty, continental USA, standard		
	1 ea	Left to right operation		
	1 ea	Lift-gate delivery (44" & smaller) (NET)	\$150.00	\$150.00
	1 ea	460V/60/3-ph, 37.6 amps	\$1,183.06	\$1,183.06
	1 ea	HATCO C-36 Booster Heater, electric, 36kw	\$4,698.46	<Optional>
	1 ea	40F rise booster heater, 208v/60/3-ph, 95.8 amps		
	1 ea	Single point connection		
	1 ea	05700-002-04-08 Vent cowl collar with adjustable damper-set of 2 (AJ & AJX Series models)	\$455.99	<Optional>
	1 ea	06401-002-44-07 Drain Water Tempering Kit, 120v/60/1-ph (separate 120v connection required) (Rack Conveyor Models)	\$1,054.28	<Optional>
ITEM TOTAL:				\$44,630.39
3	1 ea	<b>DISHWASHER, CONVEYOR TYPE</b> Champion Model No. 64 PRO Pro Series, 64"W two-tank rack conveyor dishwasher, proportional rinse, progressive anti-jam drive system, top mounted control panel with HMI user interface, proactive maintenance software, (100) gallons per hour with energy sentinel (idle pump shut-off), (348) racks per hour, single-piece hood design, single-piece stainless steel upper & lower wash arm manifolds, single removable scrap screen per tank, 20" standard vertical clearance, accommodates 18" x 26" sheet pans, full 180° opening leak proof insulated hinged access doors, automatic tank fill, door safety switches, automatic delime function, leak-proof ball valve drains, lower front & side enclosure panels, stainless steel heavy gauge construction including base & legs, electric tank heat, 2 HP wash & power rinse pumps, vent fan control, stainless steel rear manifolds, NSF, cULus, Made In USA	\$54,974.73	\$54,974.73
	1 ea	**NOTE: Please be advised that all quotes provided are valid for a period of 30 days from the date issued. Champion Industries reserves the right to make price adjustments, price increases or add surcharges as appropriate due to tariffs or market fluctuation that are out of our control. Thank you for your understanding.		
	1 ea	1 year parts & labor warranty, standard		
	1 ea	Complimentary factory authorized performance test included, upon equipment start-up. Consult local Champion sales representative for coordination of the start-up. If customer is beyond 60 miles from Champion authorized service agent, consult factory.		
	1 ea	Two-point electrical connection, standard (1a Machine & Tank heat, 1b Booster)		
	1 ea	Left-to-right operation		
	1 ea	Note: For water of 3-grains of hardness or more, Champion recommends adding a water treatment device.		
	1 ea	CC208C Water Softening System, 5,326 grains/lb. capacity, 9 gal. regeneration volume, holds two bags of salt, includes Three-Way-Pass installation kit & hoses. Installation not included (Softeners are manufactured, warranted and serviced by Kinetico) (NET/NET)	\$3,253.80	\$3,253.80
	1 ea	901246 Champion ION Scale Prevention System	\$1,933.01	\$1,933.01
	1 ea	480v/60/3-ph		
	1 ea	Electric tank heat, standard		
	1 ea	Booster Heater, electric, built-in, 21kw, 70° rise, stainless steel	\$5,021.03	\$5,021.03
	1 ea	116751 Drain Water Tempering Kit (unmounted)	\$1,509.46	\$1,509.46
	1 ea	20" High hood vertical clearance for sheet pans (standard)		
	1 ea	407400 Table Limit Switch (Whisker Style) Table limit switch, includes: 12 ft. pre-wired cord standard (unmounted) (recommended on all conveyor models)	\$540.56	\$540.56
ITEM TOTAL:				\$67,232.59
Total				\$133,281.20

## Standard Contract Terms &amp; Conditions

All quotations are subject to approval by the company. The above listed prices shall be firm for 7 days. Prices shown in this quotation are for specific items, quantities, and lead times indicated.

Prices are subject to change if all of the items are not ordered, if quantities ordered differ, or if adequate lead-time is not allowed.

The prices shown in this quotation DO/DO NOT include freight charges which will be added to our invoice. This quotation does not include any fees for local permits or licenses that may be required by your municipality or state.

The prices shown in this quotation DO/DO NOT include applicable taxes, which will be added to our invoice unless a valid certificate of exemption is provided by you. Please be advised that, under state law, some items may still be taxable. In states where TriMark Hockenbergs is not registered to collect Sales Tax, it is the buyer's responsibility to pay any applicable Use Tax due to the state.

Payment terms are 50% due at time of order, 45% due prior to delivery and 5% due based on customer terms. We impose a surcharge on credit cards that is not greater than our cost of acceptance. Please be advised that a 1.5% per

RED OAK ELEMENTARY SCHOOL Quote

month FINANCE CHARGE will begin to accrue upon expiration of the above payment terms. This will amount to 18% annually.

In the event that the delivery date is delayed by you, or any party other than TriMark Hockenbergs, for more than two (2) weeks from the agreed upon date, you hereby agree that TriMark Hockenbergs will bill you for "stored materials".

You also agree that any payments originally due "upon delivery" will become immediately due and payable. For valuable consideration, receipt of which is hereby acknowledged, you hereby grant to TriMark Hockenbergs a security interest in the equipment described herein and any and all additions and accessories thereto, to secure payment of the total debt and any and all other obligations to TriMark Hockenbergs under this agreement. The security interest created hereby shall terminate when obligations have been paid in full.

You hereby authorize TriMark Hockenbergs to file any UCC financing statement that it deems necessary to perfect its security interest.

On capital purchases, we require a perfected security interest in the goods until they have been paid for in full. TriMark Hockenbergs will handle all of the necessary U.C.C. filings and pay for any costs associated with these filings. Upon failure of you to promptly pay or perform any of the obligations or any covenants contained or referred to herein, TriMark Hockenbergs may, at its option, declare all of the obligations immediately due and payable and then shall have all of the remedies of a secured party under the Uniform Commercial Code of the state where the equipment is located. Such remedies shall include, but are not limited to, the right to take possession of the equipment. Expenses related to repossessing, holding, repairing, or reselling the equipment, including any collection costs, reasonable attorney's fees and legal expenses, shall be the responsibility of the buyer.

No warranty of merchantability or fitness for a particular purpose, or other warranty, express, implied or statutory, nor any affirmation of fact or promise is made by Seller with respect to the goods which are sold pursuant hereto.

This Quote shall be subject to TriMark's Terms of Sale <https://www.trimarkusa.com/SiteMedia/SiteResources/Terms/TriMark-Terms-and-Conditions-of-Sale.pdf>, which are incorporated herein by reference and shall govern. The parties specifically agree that no signature shall be required in order for this Quote or its applicable terms and conditions to be deemed legally binding and enforceable on Customer where the intent to be so bound can be inferred (including by acceptance or retention of products or services), notwithstanding contrary requirements under any law.

Any tax or similar fees shown in this Quote are an estimate only.

Acceptance \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Company Name \_\_\_\_\_

Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Project Grand Total: \$133,281.20

# ARCTIC FOOD EQUIPMENT



1



## 1 ea DISHWASHER, CONVEYOR TYPE

\$51,685.00

\$51,685.00

Model No. 64 PRO

Pro Series, 64"W two-tank rack conveyor dishwasher, proportional rinse, progressive anti-jam drive system, top mounted control panel with HMI user interface, proactive maintenance software, (100) gallons per hour with energy sentinel (idle pump shut-off), (348) racks per hour, single-piece hood design, single-piece stainless steel upper & lower wash arm manifolds, single removable scrap screen per tank, 20" standard vertical clearance, accommodates 18" x 26" sheet pans, full 180° opening leak proof insulated hinged access doors, automatic tank fill, door safety switches, automatic delime function, leak-proof ball valve drains, lower front & side enclosure panels, stainless steel heavy gauge construction including base & legs, electric tank heat, 2 HP wash & power rinse pumps, vent fan control, stainless steel rear manifolds, NSF, cULus, Made In USA

1 ea 1 year parts & labor warranty, standard

1 ea Complimentary factory authorized performance test included, upon equipment start-up. Consult local Champion sales representative for coordination of the start-up. If customer is beyond 60 miles from Champion authorized service agent, consult factory.

1 ea Two-point electrical connection, standard (1a Machine & Tank heat, 1b Booster)

1 ea Left-to-right operation

1 ea Note: For water of 3-grains of hardness or more, Champion recommends adding a water treatment device.

1 ea 480v/60/3-ph

1 ea Electric tank heat, standard

1 ea Booster Heater, electric, built-in, 21kw, 70° rise, stainless steel \$4,415.30 \$4,415.30

1 ea 116751 Drain Water Tempering Kit (unmounted) \$1,327.31 <Optional>

1 ea 420530-PRO Water Pressure Regulating Valve (unmounted) \$302.61 \$302.61

1 ea Custom Extended stainless steel vent cowl with 7" stack to match non-Champion, machine centerline (set) \$1,762.58 \$1,762.58

1 ea 20" High hood vertical clearance for sheet pans (standard)

1 ea 407400 Table Limit Switch (Whisker Style) Table limit switch, includes: 12 ft. pre-wired cord standard (unmounted) (recommended on all conveyor models) \$475.08 \$475.08

**ITEM TOTAL: \$58,640.57**

Merchandise	\$58,640.57
Freight	\$155.00
<b>Total</b>	<b>\$58,795.57</b>





# Quote

05/19/2025

**To:**

Red Oak Inman Elementary  
Elisabeth Jones  
900 Inman Drive  
No Dock  
Red Oak, IA 51566-1371

**Project:**

Red Oak IA

**From:**

Arctic Food Equipment  
John Roberts  
1501 S Enterprise  
Springfield, MO 65804  
(417)888-0100  
417-522-9812 (Cell)  
jroberts@arcticfoodinc.com

- 
- Optional Pricing is not included in total price.
  - Please check specifications to insure all options needed are included in this quote.
- 

Item	Qty	Description	Sell	Sell Total
------	-----	-------------	------	------------

# Champion®

The Dishwashing Machine Specialists

PROJECT: \_\_\_\_\_  
ITEM # \_\_\_\_\_ QTY: \_\_\_\_\_  
MODEL # \_\_\_\_\_  
AIA # \_\_\_\_\_ SIS # \_\_\_\_\_

## 64 PRO Electric

### HIGH TEMPERATURE 2-TANK ELECTRIC RACK CONVEYOR



Rendered image is for general visual representation only. Please refer to specifications for the latest detailed product information.



#### STANDARD FEATURES

- **Perpetual Rack Advance System**  
with digital jam monitoring, and mechanical drive protection
- **Automated Delime Function**  
with user-customizable alert intervals
- **348 Racks Per Hour**
- **.28 Gallons/Rack With Energy Sentinel** (idle pump shut-off)
- **Advanced Touchscreen Display**  
intuitive condition alerts, with user friendly cleaning and operation visual guidance, multi-lingual
- **Enhanced Visual On-board Diagnostics**  
quickly identify machine faults for rapid resolution and less downtime
- **Automatic Tank Fill**
- **Programmable Machine Dwell**  
pauses rack in wash zone for extended cleaning, NSF Certified Pot & Pan Mode
- **Automatic Drain Valve**
- **Single-Piece Hood Design**
- **Single-Piece Scrap Screen**  
more robust and faster cleaning
- **Single-Piece Stainless Steel Upper And Lower Wash Arm Manifolds**
- **20" Standard Vertical Clearance**  
accommodates 18" x 26" sheet pans
- **Fully Insulated Doors**  
open a full 180° for unrestricted cleaning access
- **All Stainless Steel Heavy Gauge Construction**  
including base, legs and feet
- **Enclosure Panels** (front and sides)
- **2 HP Pump Motors** with stainless steel impellers
- **Factory Authorized Start-Up**
- **Vent Fan Control**
- **Made in America**

HIGH TEMPERATURE 2-TANK ELECTRIC RACK CONVEYOR DISHWASHING MACHINE

#### SPECIFIER STATEMENT

Specified unit will be Champion model 64 PRO Series 2-tank high temperature rack conveyor dishwashing machine. Features top mounted prodigy HMI user interface controls with proactive maintenance software, proportional rinse, using only 100 GPH, optional built-in 21kW booster, progressive anti-jam drive system, energy sentinel (idle pump shut-off), 348 racks per hour, single-piece hood design, single-piece stainless steel upper & lower wash arms manifolds, full 180° opening leak proof insulated hinged access doors.

**1 Year parts and labor warranty.**

**In the USA:**  
3765 Champion Blvd, Winston-Salem, NC 27105  
Tel: (336) 661-1556 Fax: (336) 661-1979  
[www.championindustries.com](http://www.championindustries.com)

**In Canada:**  
2674 N. Service Rd., Jordan Station, Ontario, Canada L0R1S0  
Tel: (905) 562-4195 Fax: (905) 562-4618  
[www.championindustries.com/1canada](http://www.championindustries.com/1canada)





**\*DUE TO THE UNPRECEDENTED CIRCUMSTANCES AND FREQUENT PRICE INCREASES FROM OUR MANUFACTURERS, WE CAN NO LONGER GUARANTEE HOW LONG QUOTES WILL BE VALID.\*\***

- Thumbnail photos often show models with optional accessories which may or may not be included in your specific quote.
- All orders of equipment not held in inventory by Arctic Food Equipment will require a 50% deposit or management approval of a purchase order. No equipment will be ordered prior to the customer paying the initial deposit or approval of a purchase order.
- Special ordered items may not be eligible for return. Returned equipment will be subject to a minimum 25% restocking fee if the manufacturer will accept the return.
- If a warranty is included with the sale of an item, the warranty coverage will be provided by the manufacturer. Claims should be made with the manufacturer.
- Customers paying by credit card will be subject to a 3% convenience fee.
- Online Bill Pay available at [www.arcticfoodinc.com](http://www.arcticfoodinc.com).

**FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE. FAILURE TO PAY CONTRACTOR FOR THEIR PORTION OF WORK WILL ALSO RESULT IN A LIEN ON THE PROPERTY SUBJECT OF THIS CONTRACT. YOU MAY ASK FOR A LIEN WAIVER UPON FINAL PAYMENT TO AVOID THIS RESULT.**



1600 N BROADWAY  
Red Oak, IA 51566  
(712) 623-9614  
dovel2022@hotmail.com

## Estimate

ESTIMATE#	1066920272
DATE	05/13/2025
PO#	

### CUSTOMER

RED OAK COMMUNITY SCHOOL DISTRICT ADMIN OFFICE  
604 South Broadway Street  
Red Oak IA 51566  
(712) 623-6600

### SERVICE LOCATION

RED OAK COMMUNITY SCHOOL DISTRICT ADMIN OFFICE  
604 South Broadway Street  
Red Oak IA 51566  
(712) 623-6600

### DESCRIPTION

INMAN SCHOOL DISHWASHER  
SPECIAL ORDERS 50% DOWN PAYMENT  
LEAD TIME AND INVENTORY LEVELS SUBJECT TO CHANGE  
RESTOCKING FEE 35% WILL BE APPLIED IF CANCELLED  
ALL ITEMS POSSIBLE SUBJECT TO SURCHARGE AND TARRIFF CHARGERS.

## Estimate

Description	Qty	Rate	Total
HOBART DISHWASHER CL64-BAS+BUILDUP CONVEYOR 480V/60/3PH	1.00	78,635.29	78,635.29
Freight/ Shipping Charge is additional	1.00	0.00	0.00

### CUSTOMER MESSAGE

THIS IS JUST THE DISHWASHER NO EXTRAS NO HEATER  
OR WATER SOFTENER NO OPTIONS

**Estimate Total: \$78,635.29**

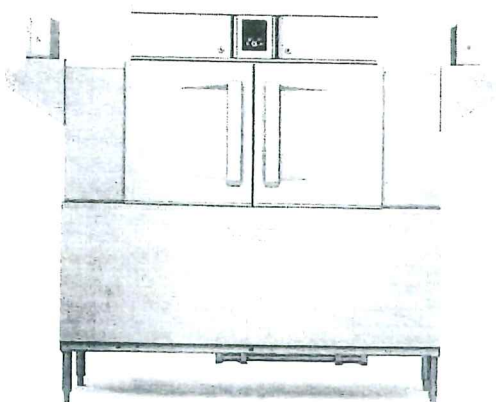


Project \_\_\_\_\_  
AIA # \_\_\_\_\_ SIS # \_\_\_\_\_  
Item # \_\_\_\_\_ Quantity \_\_\_\_\_ C.S.I. Section 114000



## CL64-BAS ELECTRIC

### High Temperature Rack Conveyor Dishwashing Machine



#### SPECIFIER STATEMENT

Specified dishwasher will be Hobart CL64 Base electric tank heat model. Features include Complete Delime™ with Delime Notification, Auto Dispensing and Booster Guard™, capless anti-clogging wash arms, 342 racks per hour, 114 gallons per hour pumped final rinse, ENERGY STAR®, insulated ergonomic cabinet style doors, touchscreen controls with WiFi connectivity, and NSF approved pot and pan cycle mode. The wash tank utilizes durable precision pressure sensor monitors in lieu of conventional mechanical floats. The 19.5" standard chamber height will accommodate up to (6) standard sheet pans at a time on an open-end sheet pan rack.

#### STANDARD FEATURES

- + 114 gallons per hour pumped final rinse
- + 342 racks per hour
- + ENERGY STAR® Certified
- + Complete Delime™ with Delime Notification, Auto Dispensing and Booster Guard™
- + Internal stainless steel pressure-less 24 kW booster heater (70°F rise)
  - Single point electrical connection standard
- + Capless, anti-clogging wash arms
- + Large double door opening for ease of cleaning
- + 19.5" chamber height opening (accepts sheet pans)
- + Doors are insulated & hinged with door interlock switches
- + User-friendly smart touchscreen controls with diagnostics & troubleshooting
- + WiFi connectivity
- + SmartConnect app and cloud with machine status, temperature logs, error code reporting, and cost, consumption and usage analysis
- + Energy saver mode (programmable auto-shut down)
- + NSF rated configurable pot and pan cycle
- + Self-aligning wash manifolds
- + Stainless steel self-draining pump and impeller
- + Sloping scrap screens and deep scrap baskets
- + Rapid return conveyor drive mechanism
- + Service diagnostics
- + Door actuated drain closure
- + Vent fan control

#### OPTIONS & ACCESSORIES (Available at extra cost)

- ☐ Standard, short, and extended stainless steel vent hoods
- ☐ Direct drive unloader – adds 38" length; Reference spec F48944 for more details
- ☐ Side loader – SL23 adds 23" length, SL30 adds 30" length; Reference specs F40926 and F40927 for more details
- ☐ Blower-dryer – adds 33 1/4" to length; Reference spec F48945 (electric blower-dryer) and F48950 (steam blower-dryer) for more details (ships separate from dishmachine, contact Hobart Service for installation)
- ☐ Drain water tempering kit
- ☐ Flanged feet kit (requires two kits)
- ☐ Higher than standard chamber (24" opening)
- ☐ Table limit switch with 20' cable
- ☐ Correctional package (factory installed, contact Hobart for details)
- ☐ Water hammer arrester
- ☐ Factory-mounted circuit breakers (contact Hobart for details)

CL SERIES – CL64-BAS ELECTRIC

Approved by \_\_\_\_\_ Date \_\_\_\_\_ Approved by \_\_\_\_\_

Date \_\_\_\_\_





**CL64-BAS ELECTRIC**  
High Temperature Rack Conveyor  
Dishwashing Machine

**LEGEND**

Electrical Connections	
SINGLE POINT CONNECTION	
E1	Electric connection, single point: motors, controls, tank heat, with 24kW electric booster heater, 65" AFF.
DUAL POINT CONNECTION WITH BOOSTER	
E2	Electric connection: motors, tank heat, 62" AFF.
E3	Electric connection: controls, 24kW booster heater, 65" AFF.
Plumbing Connections	
P1	Drain: 2" FPT, 7-3/8" AFF, two possible connections; may be drained to either side of drain housing, plug opposite side.
P2	Common hot water connection: 1/2" FPT, 12" AFF. See plumbing notes for required temperatures.
P3	Optional drain water tempering. Cold water connection: 1/2" FPT, 12" AFF, cold temperature 80°F maximum.
Vent Connections	
V1	Optional vent hoods: 4" x 16" vent stack with damper. Load end 200 CFM, unload end 400 CFM.

**SPECIFICATIONS**

Capacities	
Racks per Hour (NSF rated) . . . . .	342
Wash Tank (U.S. gallons) . . . . .	23
Power Rinse Tank (U.S. gallons) . . . . .	22
Conveyor Speed (feet per minute) . . . . .	9.5
Motor Horsepower	
Drive . . . . .	1/6
Wash . . . . .	2
Power Rinse . . . . .	2
Final Rinse . . . . .	2/3
Water Consumption	
U.S. Gallons per Hour . . . . .	114
U.S. Gallons per Rack . . . . .	0.33
Peak Drain Flow (U.S. gallons per minute) . . . . .	38
Heating	
Tank Heat, Electric (kW) . . . . .	25
Electric Booster (built-in) (kW for 70°F rise) . . . . .	24
Electric Booster (field conversion) (kW for 40°F rise) . . . . .	12
Venting	
Load End (minimum CFM) . . . . .	200
Unload End (minimum CFM) . . . . .	400
Shipping Weight (approximate) . . . . .	840 lbs.
Crated Dimensions . . . . .	74"L x 38"W x 79"H

E1	Single Point Electrical Connection with Internal Booster		
Voltage	(E1) Motors, Controls, Tank Heat, 24kW Booster Heater		
	Rated Amps	Minimum Supply Circuit Ampacity/ Maximum Protective Device	
208/60/3	162.3	200	
240/60/3	148.5	175	
480/60/3	76.3	90	
600/60/3	58.8	70	

E2	Dual Point Electrical Connection with Internal Booster (Field Conversion Only)			
E3	(E2) Motors, Tank Heat		(E3) Controls, 24kW Booster Heater	
Voltage	Rated Amps	Minimum Supply Circuit Ampacity/ Maximum Protective Device	Rated Amps	Minimum Supply Circuit Ampacity/ Maximum Protective Device
208/60/3	87.2	110	75.1	90
240/60/3	82.3	100	66.2	80
480/60/3	41.8	50	34.5	40
600/60/3	30.6	40	28.2	35

**WARNING:** Electrical and grounding connections must comply with the applicable portions of the National Electrical Code and/or other local electrical codes.

**CAUTION:** Certain materials including silver, aluminum, and pewter are attacked by sodium hypochlorite (liquid bleach).

**ATTN:** Plumbing connections must comply with applicable sanitary, safety and plumbing codes.

# Quote

06/10/2025

## BULLER FIXTURE COMPANY

**To:**  
Roger Vannausdle  
900 Inman Drive  
Red Oak, IA 51566  
712-370-6605 (Contact)

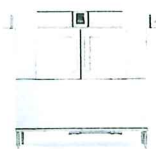
**Project:**  
Inman Elementary School  
900 Inman Drive  
Red Oak, IA 51566

**From:**  
Buller Fixture Company  
Paul Sinnott  
6828 "L" Street  
Omaha, NE 68117-1025  
402-592-2601  
402-592-2601 4116 (Contact)

Project Code: DISHWASH

Job Reference Number: Dishwasher  
Replacement

**Note:**  
**Price is good for 30 days.**  
**After 30 days, items may need to be re-quoted.**

Item	Qty	Description	Sell	Sell Total
1	1 ea	<b>DISHWASHER, CONVEYOR TYPE</b>  Hobart Model No. CL64-BAS+BUILDUP Conveyor Dishwasher, (2) tank, (342) racks/hour, .33 gallon/rack, Complete Delime with Booster Guard, Touch Screen Controls with diagnostics, troubleshooting, and SmartConnect App, capless wash arms, NSF Pot & Pan mode, pumped rinse, insulated hinged doors, cULus, NSF, Factory Startup - Free for installations within 100 miles (accessible by public roadway) of a Hobart Service Office during normal business hours with appropriate notice; Installation beyond 100 miles or those not accessible by public roadway will be quoted by Service.	\$87,800.00	\$87,800.00
	1 ea	Oversized units with crated shipping dimensions greater or equal to 72" in length and/or 90" in height. If delivery is to a facility without a standard height dock, additional shipping charges will apply depending on the service requested. consult Factory.		

Initial: \_\_\_\_\_

Item	Qty	Description	Sell	Sell Total
	1 ea	Standard warranty - 1-Year parts, labor & travel time during normal working hours within the USA		
	1 ea	CL64BAS-ELE0CD 480v/60/3-ph Single point connection standard (field convertible to dual point)		
	1 ea	CL64BAS-HGTHTS Higher than Standard 24"H x22"W opening, fits large oval trays, tall drink dispensers		
	1 ea	CL64BAS-HTE15K Electric tank heat 15kW		
	1 ea	CL64BAS-ERH24K With 24 kW Booster (default)		
	1 ea	CL64BAS-DIROLR Left to right operation		
	1 ea	WS40-NOINSTALL Water Softening System, 2,527 grains/lb capacity, 5 gallons regeneration volume, & salt alarm, holds 1 bag of salt, pricing DOES NOT include standard installation. INSTALLATION BY AUTHORIZED HOBART SERVICE OFFICE IS RECOMMENDED		
	1 ea	DWT-CL Drain water tempering kit for CL models		
	1 ea	Installation of DWT kit only		
	1 ea	EXTHD/E-ADJ E-series extended hood (adjustable)		
	1 ea	CL64EN-BASFETSTD Standard feet		
	1 ea	DELIVERY Delivery of dishwasher to facility		
			<b>ITEM TOTAL:</b>	<b>\$87,800.00</b>
2	1 ea	<b>INSTALLATION</b> Hobart Installation Model No. INSTALLATION STATEMENT of WORK: Hobart will remove and dispose of old dishwasher. Hobart will set new dishwasher in place and reconnect HVAC vents, water supply and drain. Electrical upgrade is the schools responsibility. School will need to contract their chemical company to reconnect the chemical dispensers. Hobart will do a start up after installation is complete. INCLUDED: * New equipment must match the locations current specifications: electrical, gas lines, plumbing/drains and venting * Installations completed during normal business hours. Monday - Friday; 8:00am - 5:00pm * Receipt of equipment at local installer's office or delivery to customer's facility at a pre-scheduled time * Removal of existing equipment * Uncrating and set-in place in existing location on the ground level * Final hook-ups (within 5 feet) to existing utilities * Validation equipment is working properly upon completion of installation * Removal of packaging and rubbish	\$8,300.00	\$8,300.00
			<b>ITEM TOTAL:</b>	<b>\$8,300.00</b>



Prices Good Until: 07/10/2025

## Standard Contract Terms & Condition

All Quotations are subject to approval by the company.

The above listed prices shall be firm for 30 days.

Prices shown in this quotation are specific items,  
quantities and lead times indicated.

Prices are subject to change if all the items are not ordered,  
if quantities ordered differ or adequate lead-time is not allowed.

The prices shown in the quotation DO include freight charges.

The prices in the quotation DO include delivery,  
assembly and setting in place of the equipment by Hobart ready  
for connecting by general contractors trades  
Electrical work required by the school and the chemical dispenser  
are by the school's chemical provider.

This quotation does not include any fees for local permits or  
licenses that may be required by your municipality or state.

The prices shown in this quotation DO NOT include applicable  
taxes, which will be added to our invoice unless a valid certificate  
of exemption is provided by you. Please be advised that, under  
state law, some items may still be taxable.  
In states where Buller Fixture is not registered to collect Sales Tax,  
it is the buyer's responsibility to pay any applicable Use Tax due to  
the state.

Payment terms are 50% due at time of order, 45% due prior to  
delivery  
and 5% due based on customer terms.

Please be advised that a 1.5% per month FINANCE CHARGE will  
begin to accrue upon expiration of the above payment terms.  
This will amount to 18% annually.

We impose a surcharge on credit cards that is not greater than our  
cost of acceptance.



Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Project Grand Total: \$96,100.00

Resolution No. \_\_\_\_\_

**SCHOOL DISTRICT  
CERTIFICATION OF RESOLUTIONS  
SALE OF REAL PROPERTY AND DELIVERY OF CONVEYANCE**

Parcel No. 3  
Project No. STPN-048-2(51)--2J-69

Montgomery County  
Primary Road No. IA 48

I, the undersigned, Heidi Harris, Board Secretary of Red Oak Community School District, a school district located in Montgomery County, Iowa, duly organized and existing under the laws of the State of Iowa, DO HEREBY CERTIFY that notice of a pending sale of real estate has been published at least once, not less than four or more than twenty days before the date of the hearing in a newspaper published at least once weekly and having general circulation in Montgomery County, Iowa, in accordance with the Code of Iowa, that a public hearing has been held and the following is a true and exact transcript of certain resolutions duly adopted by the members of the Board of Directors on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the call of yeas and nays recorded below and these resolutions are now in full force and effect:

RESOLVED, that this school district proposes to sell, grant and convey certain property to the State of Iowa for \$2,576.00 and other certain benefits, terms and conditions as set forth in a Purchase Agreement to be signed by Bret Blackman, President of the Board of Directors, and Heidi Harris, Board Secretary, relating to Montgomery County Project No. STPN-048-2(51)--2J-69, Parcel No. 3, regarding certain real estate in part of Sub Lot 1 and Sub Lot 6 of the Subdivision of Sub Lots 1,2, and 3 of Sub Lot 2 of Sub Lot 1 of Lot 1 of NE ¼ SE ¼ of Section 29, Township 72 North, Range 38 West of the 5<sup>th</sup> P.M., City of Red Oak, Montgomery County, Iowa, as shown on the Acquisition Plat(s) attached to said Purchase Agreement.

RESOLVED FURTHER, that the proposed Purchase Agreement and Warranty Deed and Utility Easement are hereby approved; that Bret Blackman, President, and Heidi Harris, Board Secretary, are hereby empowered and directed to execute, acknowledge, and deliver in the name of this school district, the Purchase Agreement, the Warranty Deed and Utility Easement and any other instruments of title required by law or which may be necessary or desirable to effectuate the sale, grant and conveyance of the property to the State of Iowa.

RESOLVED FURTHER, that the executed Purchase Agreement and Warranty Deed and Utility Easement are hereby accepted and approved by this school district, and Heidi Harris, Board Secretary, is hereby directed to deliver the executed Purchase Agreement and Warranty Deed and Utility Easement to the Iowa Department of Transportation Right of Way Agent, or their duly authorized representative, in exchange for the consideration of \$2,576.00 and other valuable considerations, all as authorized in accordance with the Code of Iowa.

Members of the Board of Directors		
Yeas	Nays	Absent or Not Voting
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have hereunto subscribed my name at \_\_\_\_\_, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_(Sign in Ink)  
Heidi Harris, Board Secretary

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, ss:

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_(Sign in Ink)  
Notary Public.

(AFFIX NOTARIAL SEAL ABOVE ▲)

**FORM OF RESOLUTION**

June 18, 2025

The Board of Directors of the Red Oak Community School District in the County of Montgomery, State of Iowa, met in open session, in the Red Oak Community School District Board Room, at 5:30 o'clock P.M. on the above date. There were present the following Board Members:

\_\_\_\_\_  
\_\_\_\_\_

Absent: \_\_\_\_\_

\*\*\*\*\*

Director \_\_\_\_\_ introduced the following Resolution and moved its adoption. Director \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

The President declared the Resolution adopted as follows:

**RESOLUTION**

**TO PARTICIPATE IN THE STORM PROTECTION FUND, AN IOWA CODE CHAPTER 28E ENTITY AND CHAPTER 670 RISK POOL**

WHEREAS, the Board of Directors has received the renewal information for wind and hail property insurance coverage; and

WHEREAS, the deductible under the wind and hail coverage under the policy is a percentage of the value insured; and

WHEREAS, the Storm Protection Fund provides a means to manage and contain deductible costs associated with wind and hail insurance coverage.

NOW, THEREFORE, it is resolved:

1. The Board of Directors authorizes the District to Join the Storm Protection Fund, and to pay all Contributions as required by the Storm Protection Fund.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_, President

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

## CERTIFICATE

STATE OF IOWA                    )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

I, the Secretary of the Board of Directors of the \_\_\_\_\_ Community School District in the County of \_\_\_\_\_, State of Iowa, certify that attached is a complete copy of the portion of the corporate records showing proceedings of the Board meeting held on the date indicated in the attachment and remain in full force and effect; that the meeting and all action was publicly held in accordance with a notice of meeting and a tentative agenda which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board (a copy of the agenda is attached) pursuant to the local rules of the Board and the provisions of Iowa Code Chapter 21 and upon reasonable advance notice the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named lawfully possessed their respective offices as indicated, that no Board vacancy existed except as stated and that no controversy or litigation is pending or threatened involving the incorporation, organization, existence or boundaries of the School or the right of the individuals named as officers.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

\_\_\_\_\_, Secretary of the Board of  
Directors \_\_\_\_\_ Community School District

## **AGREEMENT FOR SHARING INTERSCHOLASTIC ACTIVITY**

### **Between the Stanton CSD and Red Oak CSD**

This Agreement for Sharing Interscholastic Activity ("Agreement") is made by and between the Stanton Community School District ("Stanton") and the Red Oak Community School District ("Red Oak").

WHEREAS, pursuant to Iowa Code Section 280.15, an Iowa school district may share the services of any school personnel and share the use of school equipment and facilities with another Iowa school district; and

WHEREAS, pursuant to Iowa Code Section 280.13A, if a school district does not provide an interscholastic activity for its students, then the district may complete an agreement with another school district to provide for the eligibility of its students in interscholastic activities provided by that other district; and

WHEREAS, the parties each intend to provide high school Dance for their respective students and are willing to make that activity available to students of the other parties; and

WHEREAS, the parties believe this Agreement will be to their mutual advantage and benefit.

NOW, THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

Section 1. Purpose. The purpose of this Agreement is to provide a means by which the parties may proceed under the provisions of Iowa Code Sections 280.15 and 280.13A to share activity programs for high school Dance under the team name Stanton Viqueens.

Section 2. Administration. Stanton will employ the coaches for the Activity. Stanton will hire, train, evaluate, discipline, and dismiss the coaches, and administer payment of wages and benefits due them, in accordance with Stanton policies and contracts. Stanton will also make its equipment and facilities available for the Activity, and maintain them in accordance with Stanton policies.

The parties will work cooperatively with each other, through their respective Superintendents and Athletic Directors, to establish a method for determining the schedule of practices, meets, and other events for the Activity and for administering any other actions as necessary under this Agreement. Notwithstanding the foregoing, each party will be responsible for determining transportation of its respective students for Activity practices. Transportation of students for Activity meets or other events will be the responsibility of the host school (Stanton). Activity meets or other event transportation will originate and end in the host school district (Stanton), unless it is convenient to stop in the sending school district (Red Oak). Participants are expected to travel to and from Activity meets or other events on the transportation provided by the host school (Stanton) unless parents/guardians make alternate arrangements prior to the Activity meet or other events.



Section 3. Costs. The sending school district (Red Oak) will reimburse the host school district (Stanton) \$250 per participant. The sending school district (Red Oak) is responsible for the cost of meals, lodging and other expenses associated with their students' participation in Activities meets or other events involving out-of-state or overnight travel. To the extent that Stanton pays costs attributable to Red Oak, Red Oak will reimburse Stanton for such payment within thirty (30) days of receipt of invoice from Red Oak.

Any gate receipts or other revenues generated by the Activity shall be retained by Stanton.

Section 4. Insurance. Each party will carry commercial general liability insurance and automobile liability insurance for protection, respectively, from any liability arising out of any accidents or other occurrence causing any injury and/or damage to any person or property due to the actions or omissions of the insured under this Agreement. Such insurance coverage shall be in such limits which are commercially reasonable for school districts in the State of Iowa. Each party will be responsible for maintaining workers' compensation insurance for its respective employees in the amounts statutorily required by the State of Iowa.

All required insurance shall be obtained from issuers of recognized responsibility licensed to do business in the State of Iowa. Each party shall be furnished with a certificate of insurance required under this Agreement upon request. The parties expressly agree and state that the maintenance of any policy of liability insurance pursuant to this Agreement does not waive any of the defenses of governmental immunity that may be available to any or all of the parties under Iowa Code Chapter 670, and such insurance policies will be endorsed accordingly.

Section 5. Indemnification. To the extent permitted by law, each party will indemnify and hold harmless the other parties, including their directors, officers, employees, and agents, from and against any and all claims, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, to the extent arising out of the negligence or breach of this Agreement by the indemnifying party in connection with this Agreement. The obligations in this section shall survive termination of this Agreement with respect to any injury or damage occurring prior to the date of termination.

Section 6. Term. The term of this Agreement shall be for the 2025-2026 school year, commencing on July 1, 2025, and continuing until June 30, 2026. The parties may agree to terminate or extend the term of this Agreement by mutual agreement set forth in writing.

Section 7. Compliance with Law. The parties agree to comply with all federal, state, and local laws and regulations and board Policies which are applicable to the performance of this Agreement. The parties will cooperate as needed regarding the application of good conduct rules and other student eligibility requirements for the Activity.

Section 8. Status of the Parties. It is expressly understood and agreed by the parties that nothing contained in this Agreement shall be construed to create a partnership, agency, or other like relationship between the parties, it being specifically agreed that their relation is and shall remain that of independent parties to a cooperative contractual relationship. In no event shall either party be liable for the debts or obligations of the other party. The parties expressly agree that, as several school districts in a consortia cooperative agreement for a specific activity, none of them are precluded from having a separate agreement with one or more of the other for a different activity as provided by Iowa Administrative Code 281-36.20(3).

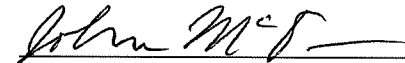
Section 9. Assignment. No party may assign any right or obligation under this Agreement, in whole or in part, without the prior written consent of the other parties. This Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assignees.

Section I 0.     No Third-Party Beneficiaries. This Agreement is entered into by and between the parties hereto for their benefit. There is no intent by any party to create, imply, or establish a third-party beneficiary or status or rights in any person except as expressly set forth in this Agreement, and no such third party will have any right to enforce any benefit created or established under this Agreement.

Section 11.     Entire Agreement. This Agreement supersedes all previous agreements, arrangements, and understandings, and constitutes the entire agreement between the parties. No amendments to this Agreement shall be valid unless agreed to in writing by the parties. This Agreement will be governed by Iowa law and, in case any provision contained in this Agreement shall be declared invalid, illegal, or unenforceable, the remaining provisions contained herein shall not in any way be affected or impaired thereby. The headings of this Agreement are inserted for convenience of reference only and in no way describe or limit the scope or intent of this Agreement or any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly approved and executed this Agreement as of the dates set forth next to their signatures below.

**Stanton Community School District**

  
\_\_\_\_\_  
Board President

6/11/25  
Date

**Red Oak Community School District**

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date



PEST CONTROL  
PROPOSAL

DUE: Noon on Monday, June 16, 2025

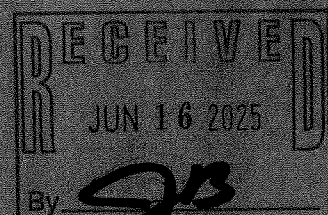
I, the undersigned, do hereby agree to furnish pest control services for the 2025-2026 school year to the Red Oak Community School District at a monthly rate per site in accordance with the proposal document as hereby recorded:

	<u>BAIT</u>	<u>SPRAY</u>
Jr/Sr High School	\$ <u>20</u>	\$ <u>20</u>
Jr/Sr HS Activities Ctr	\$ <u>20</u>	\$ <u>20</u>
Inman	\$ <u>20</u>	\$ <u>20</u>
ROECC School/Center	\$ <u>20</u>	\$ <u>20</u>
Admin/Bus Barn	\$ <u>20</u>	\$ <u>20</u>
	<u>100</u>	<u>100</u>
Total monthly	\$ <u><del>100</del></u>	\$ <u><del>100</del></u>

Company Name Pesky pest  
Address 2411 S 24th  
St. CB IA  
Phone 712-310-4265

200 total

Contact Person Andrew Kyan  
Signature [Signature]  
Date 06-02-25



**PEST CONTROL  
PROPOSAL**

**DUE: Noon on Monday, June 16, 2025**

**I, the undersigned, do hereby agree to furnish pest control services for the 2025-2026 school year to the Red Oak Community School District at a monthly rate per site in accordance with the proposal document as hereby recorded:**

	<u>BAIT</u>	<u>SPRAY</u>
Jr/Sr High School	\$ <u>15</u>	\$ <u>75</u>
Jr/Sr HS Activities Ctr	\$ <u>10</u>	\$ <u>35</u>
Inman	\$ <u>10</u>	\$ <u>60</u>
ROECC School/Center	\$ <u>10</u>	\$ <u>60</u>
Admin/Bus Barn	\$ <u>15</u>	\$ <u>60</u>
Total monthly	\$ <u>60</u>	\$ <u>290</u>

Company Name ResCom Services

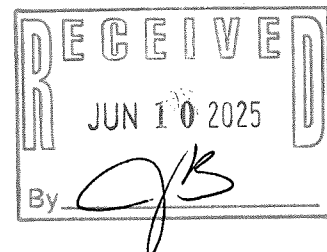
Address 2143 Tahoe Pl  
Clarrinda, IA

Phone 712-621-0117

Contact Person Jeff Viba rescomprotection@gmail.com

Signature Jeff Viba

Date 6-6-25



**PEST CONTROL  
PROPOSAL**

**DUE: Noon on Monday, June 16, 2025**

I, the undersigned, do hereby agree to furnish pest control services for the 2025-2026 school year to the Red Oak Community School District at a monthly rate per site in accordance with the proposal document as hereby recorded:

	<u>BAIT</u>	<u>SPRAY</u>
Jr/Sr High School	<u>\$ Included</u>	<u>\$ 200</u>
Jr/Sr HS Activities Ctr	<u>\$ Included</u>	<u>\$ 50</u>
Inman	<u>\$ Included</u>	<u>\$ 100</u>
ROECC School/Center	<u>\$ Included</u>	<u>\$ 75</u>
Admin/Bus Barn	<u>\$ Included</u>	<u>\$ 75</u>
Total monthly	<u>\$ _____</u>	<u>\$ 500</u>

Company Name Orkin

Address 4687 S. 134th ST  
Omaha NE 68137

Phone 402-881-5402

Contact Person Rex Schmidt

Signature Rex Schmidt

Date 11 June 25



**TRASH DISPOSAL PROPOSAL FORM**  
2025-2026 School Year

Please complete the following proposal form and submit to the Red Oak Community School District Administrative Center, no later than noon on Monday, June 16, 2025.

<u>Location</u>	<u>Size of Bin(s)</u>	<u># of Bins</u>	<u># of Pick-ups/wk.</u>	<u>Cost/Pick-up</u>	Please <u>Specify Schedule</u>
Jr/Sr High School	4-Dr. 6.5' x 3.5' x 5' 3-1.5 Yds	1	Daily	<u>\$90.00</u>	<u>Tue thru Sat</u>
High School Activity Center	2-Dr. 5' x 3' x 3' 1.5 Yd	1	Daily	<u>\$30.00</u>	<u>Tue thru Sat</u>
Admin/Bus Barn	4-Dr. 6.5' x 3.5' x 5' 1.5 Yd	1	Weekly	<u>\$30.00</u>	<u>1x/wk (Acres dumpster)</u>
ROECC	2-Dr. 5' x 3' x 3' 1.5 Yd	1	Daily	<u>\$30.00</u>	<u>Tue thru Sat</u>
Inman	4-Dr. 6.5' x 3.5' x 5' 4-1.5 Yds	1	Daily	<u>\$120.00</u>	<u>Tue thru Sat</u>
Football Field	2-Dr. 5' x 3' x 3' 1.5 Yd	1	As Needed	<u>\$30.00</u>	<u>On Call (Dumpster mo.)</u>

Company Name: Batten Sanitation Serv, Inc. Phone: 712-623-3460

Company Address: P.O. Box 415 Contact Person: Lynette Bruce  
Red Oak, IA  
51566 Date: \_\_\_\_\_

No increase from last year

## FUEL AND OIL PROPOSAL

### Ethanol, Diesel Fuel, and Oil

Proposals will be received in the District Secretary's office of the Red Oak Community School District until noon on Friday, June 14th, 2025 <sup>Mon June 16th 2025</sup>

The proposal shall be submitted on this page or an exact copy thereof. It shall be enclosed in an envelope with the notation, FUEL PROPOSAL.

The undersigned agrees, if this proposal is accepted to furnish any or all of the ethanol, and diesel fuel, upon which prices are quoted, subject to the following conditions.

1. Red Oak Community School District chooses to solicit bids for fuel that are tied to the wholesale price. The proposal will identify a per gallon cost for fuel based on the vendor's wholesale cost (determined and measured by the first trading Monday of each month) plus your bid mark-up – normally measured in “cents per gallon”.
2. All fuel proposals must quote self-service price less deduction for discount per gallon.
3. Evidence must accompany all bills submitted to the school district that the material was supplied.
4. The Board of Directors has the right to reject any or all proposals or any part thereof.
5. All supplies to be supplied commencing August 1, 202<sup>5</sup> through June 30, 20<sup>26</sup>.

#### SPECIFICATIONS

We agree to sell, at our pump, gasoline at .15 cents per gallon <sup>Below Pump Price</sup> ~~above vendor's cost.~~ Price includes all tax of \_\_\_\_\_ cents per gallon.

We agree to sell, at our pump, diesel at .15 cents per gallon <sup>Below Pump Price</sup> ~~above vendor's cost.~~ Price includes all tax of \_\_\_\_\_ cents per gallon.

We also offer option to contract fuel at fixed price for the school year.

Company submitting proposal: New Cooperative  
Signature of company representative: Yanna Fisher  
Address: 203 W Oak St  
Red Oak  
Phone: 712.370.8051  
Date: 6.16.25

2025-2026

## Red Oak Community School District

### Hourly Rates for Snow Removal

Snow removal as per specifications:

### RATES

Snowblower	\$ 125. <sup>00</sup> /hr.
- walk behind snowblower	
Loader on skid steer	\$ 250. <sup>00</sup> /hr.
- Payloader w/ 14' pusher	
Pickup/Plow	\$ 125. <sup>00</sup> /hr.
- 1 ton or larger w/ wideout plows	
Skid Steer	\$ 150. <sup>00</sup> /hr.
- w/ 8-10' pushers	
Dump Truck	\$ 150. <sup>00</sup> /hr.
4-wheeler / Ranger	\$ 125. <sup>00</sup> /hr.
w/ plows	

Sand and salt applications:

Ice melt only: per time - \$ 1500.<sup>00</sup>  
Sand only: per time - \$ 750.<sup>00</sup>  
Sand/Ice melt: per time - \$ 1250.<sup>00</sup>

- Salt and sand will be spread as requested by administration

At the above rates, we hereby agree to furnish equipment and operators in accordance with bid specifications.

It is essential that the bidder give priority to the Red Oak Community School District snow removal contract as opposed to any other contract, other than one necessitated by community emergencies.

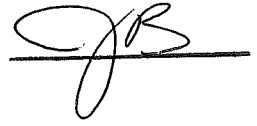
Dated: 6-16-25

Name: The Green Tree CD LLC

Phone: 7126238118

2025-2026

JUN 10 2025



**Red Oak Community School District**

**Hourly Rates for Snow Removal**

Snow removal as per specifications:

**RATES**

Snowblower	\$ <u>70</u> /hr.
Loader	\$ <u>150</u> /hr.
Pickup/Plow	\$ <u>120</u> /hr.
Skid Steer	\$ <u>140</u> /hr.
Dump Truck	\$ <u>150</u> /hr.
4-wheeler	\$ <u>90</u> /hr.

Sand and salt applications:

Ice melt only: \$200  
Sand only: \_\_\_\_\_  
Sand/Ice melt: \_\_\_\_\_

- Salt and sand will be spread as requested by administration

At the above rates, we hereby agree to furnish equipment and operators in accordance with bid specifications.

It is essential that the bidder give priority to the Red Oak Community School District snow removal contract as opposed to any other contract, other than one necessitated by community emergencies.

Dated: 6/5/25

Name: Orme Outdoor LLC- Lucas Orme

Phone: 712-621-7151



Account Number: 9X43444  
Policy Term: See Section Declarations To: 07/01/2026  
12:01 A.M. Standard Time  
(Unless Changed On The Section Declarations)

## Common Declarations

### Named Insured

### Producer

RED OAK COMMUNITY SCHOOL DISTRICT  
604 S BROADWAY ST  
RED OAK, IA 51566-2639

UNITED GROUP INSURANCE  
PO BOX 459  
RED OAK, IA 51566-0459  
AGENT NO. A5632-0001  
AGENT PHONE: 712-623-5555  
CLAIM REPORTING: 888-362-2255

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment. The company affording coverage is designated by the name in the declarations or information page for each section of the policy.

### Coverages and Premium

Section	Coverage	Premium
1	Property	\$174,974.00
2	Liability	\$937.00
3	Crime and Fidelity	\$1,191.00
4	Inland Marine	\$2,103.00
5	Automobile	\$39,002.00
6	Workers' Compensation	\$73,759.00
7	Umbrella	\$5,522.00
8	Other	
	General Liability	\$14,795.00
	Linebacker	\$27,544.00

### Estimated Total Policy Premium

**\$339,827.00**

Forms applicable to all sections except:

1. Workers' compensation

Authorized Representative Signature:

Date of Issue: 06/03/2025

Place of Issue: Des Moines, IA

**NOLTE, CORNMAN & JOHNSON P.C.**  
**Certified Public Accountants**  
**(a professional corporation)**  
**115 North 3rd Avenue West, Newton, Iowa 50208-3218**  
**Telephone (641) 792-1910**

May 27, 2025

To the Board of Education and Administration of  
Red Oak Community School District

We have audited the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the Red Oak Community School District for the year ended June 30, 2024. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, Government Auditing Standards and the Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our engagement letter dated December 12, 2024. Professional standards also require that we communicate to you the following information related to our audit.

Our Responsibility under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

In planning and performing our audit, we considered Red Oak Community School District's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinions on the financial statements and not to provide assurance on the internal control over financial reporting. We also considered internal control over compliance with requirements that could have a direct and material effect on each major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with the Uniform Guidance.

As part of obtaining reasonable assurance about whether Red Oak Community School District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit. Also, in accordance with the Uniform Guidance, we examined, on a test basis, evidence about the District's compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Compliance Supplement applicable to each of its major federal programs for the purpose of expressing an opinion on the District's compliance with those requirements. While our audit provides a reasonable basis for our opinion, it does not provide a legal determination on Red Oak Community School District's compliance with those requirements.



## Significant Audit Findings

### *Qualitative Aspects of Accounting Practices*

Management is responsible for the selection and use of appropriate accounting policies. The significant account policies used by the District are described in Note 1 to the financial statements. All significant transactions have been recognized in the financial statements in the proper period.

### *Difficulties Encountered in Performing the Audit*

We encountered no significant difficulties in dealing with management in performing and completing our audit.

### *Corrected and Uncorrected Misstatements*

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

### *Disagreements with Management*

For the purpose of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

### *Management Representations*

We have requested certain representations from management that are included in the management representation letter dated May 27, 2025.

### *Management Consultations with Other Independent Accountants*

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

### *Other Audit Findings or Issues*

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit's auditors. However, these discussions occurred in normal course of our professional relationship and our responses were not a condition to our retention.

### *Other Matters*

We applied certain limited procedures to the required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquires of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquires, the basic financial statements, and other knowledge we obtained during the audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on supplementary information, including the Schedule of Expenditures of Federal Awards required by the Uniform Guidance, which accompanies the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or the financial statements themselves. In our opinion, the supplementary information, including the Schedule of Expenditure of Federal Awards, is fairly stated in all material aspects in relation to the financial statements taken as a whole.

#### *Restriction on Use*

This information is intended solely for the information and use of the Board of Education and management of the Red Oak Community School District and is not intended to be, and should not be, used by anyone other than these specified parties.

#### **Management comments include:**

1) Segregation of Duties indicating one individual has control over one or more of the following areas for the District: cash, investments, receipts, disbursements, capital assets, wire transfers, financial reporting and journal entries. \*

#### **Federal Award comments include:**

1) Segregation of Duties indicating one individual has control over portions of one or more of the following areas for the District relating to major federal programs: cash, investments, receipting, disbursements, capital assets, wire transfers, financial reporting and journal entries. \*

#### **Statutory audit findings include:**

1) Certified Budget indicating that expenditures for the year ended June 30, 2024 exceeded the amended certified budget amounts in the instruction and other expenditures functions, as well as in total. \*

2) Travel Expenses indicating that mileage reimbursements for travel were not reimbursed at the rate specified in the board policy.

3) Board Minutes indicating instances of board minutes not furnished for publication within two weeks following adjournment. \*

4) Certified Enrollment indicating enrollment data certified to the Iowa Department of Education was overstated by 2.00 students and understated by 2.00 students, for a net effect of 0.00. \*

5) Officiating Contracts indicating contracts entered into the District were not signed by the Board President.

\* Indicates a repeat comment from the 2023 audit

This information is intended solely for the use of the Board of Education and management of Red Oak Community School District and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

Nolte, Cornman & Johnson PC

Nolte, Cornman & Johnson P.C.

