



Quotation

 Date **08/05/10** No.

Submitted To:

From:

Reedemer Lutheran

Koorsen Fire & Security

Thomas Fausett

Integrated System Sales Direct: (765) 457-7928

1046 South Union Street Fax: (765) 457-7085

Attn: Todd Brandenburg 765-210-4977

Kokomo, IN 46902 Cell: (765) 776-2481

We are pleased to quote you the following prices. Subject to terms and conditions below:

QUANTITY	DESCRIPTION OF PRODUCT	NET PRICE	TOTAL
1	Vista 128FBP Panel Kit	731.50	\$ 731.50
1	Lot Labor To Install, Program, Perform Full Tes	307.50	\$ 307.50
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00

Sales tax is not included in Total

Total \$ 1,039.00

Prices per this quotation are in effect for 30 days from the date of this quote. Monthly billing will be progressive while terms are Net 25 days from our invoice. Material and equipment are F.O.B. origin and prices do not include applicable sales tax. 110 VAC power required by our equipment as well as any equipment or power shutdowns that the owner or A.H.J. requires are the responsibility of others. The interface to a building fire alarm system is the owner's responsibility. Koorsen Fire & Security will not submit any drawings or correspondence to any insurer or A.H.J. unless stated otherwise in this proposal. Any fees or permits required for the installation or approval of this system are not included in our proposal. Installation will be performed Monday through Friday, 8:00 a.m. to 5:00 p.m. If the above proposal is to add to an existing system, nothing is implied regarding the capacity or engineering of the original installation. The purchaser shall be responsible for any damage to the equipment caused by fire, or by himself or his agents, during the progress of installation, also before the equipment is paid for in full. Title to all equipment and material shall remain with the seller until this contract is paid for in full and according to the terms stated above. The seller may at his option remove equipment unless payment is made within the time limit as defined by the terms herein stated and retain payments made as liquidated damages without legal process. The property covered hereby shall remain personal property whether affixed or attached to the building or structure in which it may be contained. You agree to pay any legal fees or collection costs required for collection of above agreement.

Koorsen Fire & Security

Title

Date

Purchase Order Number (If Required)

By:

Customer's Acceptance

Title

Date

Customer's Printed Name

By:

It is understood that KFS is not an insurer, that it shall specifically be the obligation of customer to purchase any insurance which customer desires to protect itself from loss, damage or injury due directly or indirectly to occurrences or consequences therefrom, which the Product or Service is designed to detect or avert.

The amounts payable to KFS hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of the customer's property or property of others located on customer's premises. KFS makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the Product or Services supplied, will avert or prevent occurrences or the consequences therefrom which the Product or Services is designed to detect. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of KFS to perform any of its obligations hereunder. The customer does not desire this contract to provide for full liability of KFS and agrees that KFS shall be exempt from liability for loss, damage or injury due directly or indirectly to occurrences, or consequences therefrom which the product or service is designed to detect or avert. That if KFS should be found liable for loss damage or injury due to a failure of service or equipment in any respect, its liability shall be limited to a sum equal to 10% of the annual service charge or \$250, whichever is greater, as the agreed upon damages and not as a penalty, as the exclusive remedy, and that the provisions of this paragraph shall apply if loss, damage or injury, irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligations imposed by this contract or from negligence, active or otherwise, of KFS, its agents or employees. No suit or action shall be brought against KFS more than one (1) year after the accrual of the cause of action therefore, if the customer desires KFS to assume a greater liability, KFS shall amend this agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the customer for the assumption by KFS of such greater liability provided. However, that such rider and additional obligation shall in no way be interpreted to hold KFS as an insurer. In the event any person not a party to this agreement, shall make any claim or file any lawsuit against KFS for failure of its equipment or service in any respect, customer agrees to indemnify and hold KFS harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

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

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