

**AGREEMENT FOR REPLACEMENT OF HEAT DETECTORS
AND FOR RELOCATION OF SMOKE DETECTORS
AT THE LARAMIE COUNTY COURTHOUSE
between SUMMIT FIRE & SECURITY and LARAMIE COUNTY, WYOMING**

This Agreement is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, Wyoming 82003-0608 ("COUNTY") and Summit Fire & Security, LLC, 600 E. Carlson Street, Cheyenne, WY 82009 ("CONTRACTOR") (COUNTY and CONTRACTOR collectively known as "parties" herein.) The parties agree as follows:

I. PURPOSE

The purpose of this Agreement is for the CONTRACTOR to replace eight heat detectors and relocate smoke detectors at the Laramie County Courthouse, 309 West 20th Street, Cheyenne, WY, 82001, as specified in the CONTRACTOR'S Service Proposal 0411641 ("Proposal"), which is attached hereto as Attachment A and incorporated herein. For purposes of reference and interchangeability: CONTRACTOR is referred to as "Company" or "Summit" and COUNTY is referred to as "Customer" in the Proposal.

II. TERM

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement, and shall remain in force until the services are completely performed.

III. PAYMENT

COUNTY shall pay CONTRACTOR for services upon receipt of the CONTRACTOR'S invoice to the COUNTY. The total payment to CONTRACTOR under this Agreement shall not exceed \$1,145.00, as detailed in the Proposal. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

IV. RESPONSIBILITIES OF CONTRACTOR

- A. CONTRACTOR shall provide and complete the services described in the Proposal, attached hereto and fully incorporated herein.
- B. CONTRACTOR agrees to retain all required records for three (3) years after the County makes final payment and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the CONTRACTOR, which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions.

V. MODIFICATIONS OF THE PROPOSAL

- A. Paragraph 1 ("Acceptance") of the Standard Terms and Conditions is hereby **removed** because the matters discussed in that paragraph are resolved in General Provisions of this Agreement in paragraph A.
- B. Paragraph 7 ("Taxes, Tariffs") of the Standard Terms and Conditions is hereby modified to apply to the extent the COUNTY will be required to pay taxes as a government entity. Also, paragraph 7 is hereby modified to add the following final sentence: "Any increases for Tariffs shall be submitted to County in writing, with a thirty (30) day allowance for the County to review and object to said increases."
- C. Paragraph 12 ("INDEMNIFICATION FOR CLAIMS BY THIRD PARTIES") of the Standard Terms and Conditions is hereby **removed** because the matters discussed in that paragraph are resolved in General Provisions of this Agreement in paragraph N.
- D. Paragraph 14 ("Attorneys' Fees/Waiver of Jury") of the Standard Terms and Conditions is hereby **removed**. The COUNTY will not be liable for attorneys' fees to CONTRACTOR.
- E. Paragraph 15 ("Governing Law, Jurisdiction") of the Standard Terms and Conditions is hereby **removed** because the matters discussed in that paragraph are resolved in General Provisions of this Agreement in paragraph I.
- F. Paragraph 17 ("WAIVER OF SUBROGATION RIGHTS") of the Standard Terms and Conditions is hereby modified to apply to the extent that the provisions in that paragraph are consistent with the terms of any COUNTY insurance policy. In addition, that paragraph does not relieve CONTRACTOR of the obligation to maintain liability insurance adequate to cover its obligations under this Agreement.
- G. Paragraph 19 ("Miscellaneous") of the Standard Terms and Conditions is hereby **removed** because the matters discussed in that paragraph are resolved in General Provisions of this Agreement in paragraphs A, D, F, G, and H.

All sections, paragraphs, or provisions "removed" under this Modifications section will have no force or effect on the Parties.

VI. GENERAL PROVISIONS

A. Entire Agreement: This Agreement (6 pages) and the Proposal (4 pages) represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.

B. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of the COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this Contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.

C. Preference-Wyoming Labor: Should the subject of this agreement constitute the construction, reconstruction, improvement, enlargement, alteration, or repair, of any public works project or improvement, by signature below CONTRACTOR acknowledges the requirement for the use of Wyoming labor pursuant to W.S. § 16-6-203 as amended, except in circumstances as provided by law including, but not limited to W.S. § 16-6-201 et seq.

D. Acceptance Not Waiver: COUNTY approval of the reports, and work or materials furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical accuracy of the work. COUNTY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

E. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

F. Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

G. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

H. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.

I. Applicable Law and Venue: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

J. Contingencies: CONTRACTOR certifies and warrants no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

K. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

L. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

M. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

N. Indemnification: Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, hold harmless, or indemnify the other.

O. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.

P. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity, which would constitute a conflict of interest relative to this Agreement.

Q. Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

R. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds, which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR the Agreement may be terminated by COUNTY at the end of the period for

which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services, which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

S. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

T. Compliance with Law: CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

U. Controlling Authority: To this extent this Agreement is inconsistent with the Proposal or its referenced documents, this Agreement controls.

V. Authority: By signature below, the parties agree and warrant that the signatory has authority to bind the respective parties to the terms of this Agreement and that any asserted entity is not defunct or dissolved.

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**AGREEMENT FOR REPLACEMENT OF HEAT DETECTORS
AND FOR RELOCATION OF SMOKE DETECTORS
AT THE LARAMIE COUNTY COURTHOUSE
between SUMMIT FIRE & SECURITY and LARAMIE COUNTY, WYOMIN**

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman Laramie County Commissioners

ATTEST:

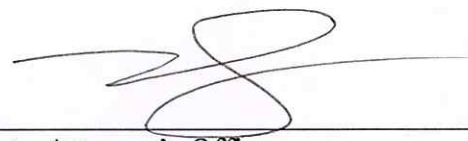
By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR SUMMIT FIRE & SECURITY:

By:  _____ Date 7/14/2025
Name: Gary Sney II
Title: Alarm Tech

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date 7-15-25
Laramie County Attorney's Office



Summit Fire & Security, LLC Service Proposal

Summit Fire & Security
600 E Carlson Street
Cheyenne, WY 82009
Tel: (307) 634-3473
Email: gsnay@summitfiresecurity.com

Date: July 2, 2025
Proposal#: 0411641

To:

LARAMIE COUNTY GOVERNMENT 1 (Parent)
309 W 20th St
Suite 1900
Cheyenne, WY 82001-3601
Tel: 307.633.4388 JE

Service Location:

LARAMIE COUNTY COURTHOUSE
309 West 20th Street
CHEYENNE, WY 82001-3601
Tel: (307) 633-4264

SCOPE OVERVIEW: Replace 8 Heat detectors that have Reached end of life and move smoke detectors away from HVAC intake/return

SERVICE PROPOSAL

This Service Proposal is made by Summit Company, and/or its subsidiaries (collectively, "Company" or "Summit") to LARAMIE COUNTY GOVERNMENT 1 (Parent) ("Customer"). This Proposal shall become a binding agreement between Summit and Customer as of the date of execution by both parties ("Service Authorization Agreement" or "Agreement"). This Service Proposal is valid for 30 days from the date above and may be deemed void at the option of Summit after that time.

Item	Quantity	Unit Price	Ext Amount
Labor hours to replace heat detectors and relocate smoke detectors	5	\$165.00	\$825.00
Conventional Heat detectors 5603	8	\$40.00	\$320.00
Subtotal:			\$1,145.00
Tax:			\$0.00
Total:			\$1,145.00

Scope of Work

Repairs and/or replacements approved by Customer to be performed by Summit: .

Summit expects repairs to start on .

Attached is a list of the devices to be repaired or replaced, and any plans, specifications, and documents governing the work to be performed ("Agreement Documents").

Summit will include all material and labor to perform the above work.

The foregoing shall be the "Scope of the Work".

Unless otherwise noted, all work will be performed between the hours of 7:00 AM and 4:00 PM, Monday through Friday. Payment is due upon receipt of invoice.

Exclusions

1. Painting and Insulation of any kind.
2. Access panels or Patching of drywall, concrete, or any type of materials if holes are required to be cut to complete the scope of work.
3. Component or pipe failures on any part of the existing sprinkler system—failures will be considered pre-existing conditions. Only components or pipe installed under the scope of work will be covered by Manufacturer's warranty.

LARAMIE COUNTY COURTHOUSE

Customer:



Summit Fire & Security, LLC Service Proposal

Summit Fire & Security
600 E Carlson Street
Cheyenne, WY 82009
Tel: (307) 634-3473
Email: gsnay@summitfiresecurity.com

4. Electrical wiring of any type 120V or higher.
5. Summit is not responsible for microbiological induced corrosion that may be introduced into the fire protection system through the water supply.
6. Fire watch costs or services of any kind.
7. Underground work of any kind.
8. The customer is responsible for proper insulation and/or freeze protection of the fire protection system. The customer acknowledges any dry sprinkler system has the potential to freeze. The customer accepts all liability if the dry sprinkler system freezes at any time after installation. Summit will not be responsible for any freeze damage that may occur from the replacement of existing dry type heads. Summit's policy is to install dry heads with a minimum length of 12 inches or the minimum length, if greater than 12 inches, required by the manufacturer's guidelines. Summit may replace dry heads like for like if specifically requested by the customer.
9. Insulation or heat tracing. Customer to maintain all wet systems at a min. of 40 degrees Fahrenheit.
10. Relocation of existing mains and/or branch lines.
11. Design, Permits, and Hydraulic calculations unless specified in the scope of work.
12. The provision of scaffolding, lifts, or other pieces of equipment that are not specifically identified in the scope of work as being provided by Summit.
13. Any work not listed in the scope of work of this proposal. Any additional work if needed will be proposed and approved before commencement.

Standard Terms and Conditions

These Terms and Conditions are attached to and made a part of the Summit Fire & Security ("Summit") Proposal together form the Agreement between the parties. As used in these Terms and Conditions, "Summit," "Customer," "Work," and "Contract Price" shall have the same meaning throughout the Agreement.

1. Acceptance. Acceptance by Summit of Customer's order is expressly conditioned upon Customer's agreement to all of the terms and conditions set forth herein and any inconsistent or additional terms contained in the Customer's purchase order, purchase contract or other document are hereby rejected unless expressly accepted in writing by the Company within ten (10) days after its receipt of such order, contract or document. The terms, conditions, specifications, and quantities as stated in the Company's quotation shall not be modified except as provided herein.
2. Payment. Customer agrees to pay the Contract Price for the Work as and when required in the Agreement. If Customer fails to pay the Contract Price, or any installment thereof, within ten (10) days after the date the same is due and payable, Customer shall automatically be assessed and shall pay a late charge equivalent to three percent (3%) of the amount of such late payment, together with interest on such late payment at the lower of the maximum rate allowed by applicable law or the rate of eighteen percent (18%) per annum. Summit expressly reserves all mechanics lien rights under applicable law and may take such other legal action as needed to perfect such rights and collect amounts owed it.
3. Changes. Except for substitutions, as described below in this paragraph, any alteration or modification to the Work must be documented and approved by Summit and Customer by a written change order signed by Summit and Customer. Summit reserves the right to require Customer to pay for all change order items (labor, equipment, and any other materials) at the time of signing the change order. In the event of discontinuations, changes, or the unavailability of specific equipment or materials described in the Specifications, Summit will have the right to substitute equipment and materials with substantially similar quality and features; provided, however, that if the replacement items are more expensive, then Summit shall notify Customer and Customer may elect whether to pay the additional expense (as an increase to the Contract Price) or to modify the Proposal to include less expensive items, if available, that would not increase the Contract Price.
4. Limited Warranty. All materials and labor supplied by Summit will be warrantied for one (1) year from the date of completion of the Work. Upon request, Summit will supply a signed warranty letter to Customer, which states the completion date of the Work and the warranty termination date. Certain equipment may include manufacturer's warranties. Summit provides no additional warranty on such equipment. Customer shall have the right to seek enforcement of any such manufacturer's warranty. Summit shall have no obligation to seek enforcement of any such manufacturer's warranty against the manufacturer. Any labor or other services requested by Customer of Summit in connection with Summit warranty after the one (1) year warranty termination date shall be paid by Customer to Summit based on Summit standard fees and charges at the time. Summit Fire & Security's warranty shall not apply with respect to misuse, abuse or any use that is not in conformity with all applicable specifications and instructions.
5. Disclaimer of Warranties. The Customer acknowledges and agrees that except for the limited warranty specifically set forth in this Agreement, Summit has made no representations or warranties, express or implied, as to any matter whatsoever, including without limitation the adequacy, performance, or condition of work performed and materials supplied by Summit on the Work, its merchantability or its fitness for any particular purpose; nor has the Customer relied on any representations or warranties, express or implied. The Customer further acknowledges and agrees that any affirmation of fact or promise shall not be deemed to create an express warranty, and that there are no warranties which extend beyond the description in this Agreement. The Customer further acknowledges and agrees: (a) that Summit is not an insurer, (b) that the Customer assumes all risk of loss or damage to the Customer's premises or to the contents thereof, and (c) that the Customer has read and understands all of this Agreement, particularly the paragraphs setting forth limitation of liability and indemnification provisions in the event of any loss or damage to the Customer or anyone else. SUMMIT HEREBY DISCLAIMS ANY AND ALL WARRANTIES NOT EXPRESSLY STATED HEREIN, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES AND IN NO EVENT SHALL SUMMIT BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST PRODUCTION, WHETHER CLAIMED BY CUSTOMER OR BY ANY THIRD PARTY, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE, WHETHER OR NOT SUMMIT RECEIVES NOTICE OF THE POTENTIAL FOR SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, ANY LIABILITY INCURRED BY



Summit Fire & Security, LLC Service Proposal

Summit Fire & Security
600 E Carlson Street
Cheyenne, WY 82009
Tel: (307) 634-3473
Email: gsnay@summitfiresecurity.com

SUMMIT SHALL BE LIMITED TO THE AMOUNT OF GOODS AND SERVICES PURCHASED BY CUSTOMER AND CONTAINED WITHIN THE WORK.

6. **MECHANIC LIEN NOTICE.** YOU ARE ENTITLED UNDER THE LAW OF CERTAIN JURISDICTIONS TO THE FOLLOWING NOTICE: (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THEIR CONTRIBUTIONS; (b) YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.
7. **Taxes, Tariffs.** Any applicable taxes or other governmental charges related to the Work shall be paid by Customer to Summit and shall be in addition to the Contract Price. In addition, if any fees or permits (such as one or more building permits) are required in connection with the Work, Customer shall secure and pay for any such fees and permits, the cost of which shall be in addition to the Contract Price. Quoted prices are based on current tariff rates and material costs as of the date of this proposal. In the event that new tariffs are imposed or existing tariffs are increased after the date of this quote/proposal—resulting in a cost increase to components, systems, or materials included in herein—we reserve the right to adjust pricing accordingly. Any such adjustment will be supported with documentation from our suppliers or manufacturers and will be communicated prior to order placement or scheduling.
8. **Access.** Customer shall allow Summit Fire & Security to have reasonable access to the job site to allow the completion of the Work on the dates and at the times requested by Summit Fire & Security personnel.
9. **Risk of Loss.** Risk of loss shall pass to Customer at the time the equipment and other materials that are part of the Work are delivered to the job site. This means that, for example, in the event of damage or destruction due to casualty, or in the event of theft, Customer shall be responsible for payment for such equipment and materials even if the Work has not been completed. Title to the equipment and other materials shall be held by Summit until payment in full of the Contract Price, at which time title shall pass to Customer. Summit shall have the right to remove the equipment and other materials that are a part of the Work if payment of the full Contract Price is not made by Customer immediately upon completion of the Work. That right shall be in addition to, and not in limitation of, Summit other rights and remedies.
10. **Access to Work.** The Customer hereby guarantees and ensures that the Customer shall have unobstructed access to the designated worksite(s) for the performance of all contracted activities as outlined in this Agreement, subject to the following conditions:
 - a. **Worksite Availability:** The Customer shall coordinate and schedule access to the worksite(s) to ensure that the Summit can complete their work without interference, delays, or unreasonable restrictions.
 - b. **Physical Access Requirements:** The Customer shall ensure that the Summit has safe and direct access to all necessary work areas, including but not limited to elevated locations, restricted spaces, and other areas requiring specialized equipment. This access shall include the provision of scaffolding, ladders, lifts, or other means required for the Summit to safely and efficiently perform their duties.
 - c. **Clearance of Obstacles:** The Customer shall provide access to all necessary areas and ensure that all physical barriers, debris, or hazards are removed prior to the Summit's commencement of work.
 - d. **Coordination With Other Trades:** The Customer shall manage and coordinate the activities of all other trades and contractors on the worksite to prevent conflicts or delays that might impede Summit's performance.
 - e. **Compensation for Delayed Access:** In the event that access to the worksite is delayed, restricted, obstructed by the Customer, Summit shall be entitled to an equitable adjustment in time for completion and/or additional compensation for costs incurred as a direct result of such delays.
11. **Limitation of Liability and Remedies.** The Work is not an insurance policy or a substitute for an insurance policy. In the event of any breach, default or negligence by Summit under this Agreement, Customer agrees that the maximum liability of Summit shall not exceed an amount equal to the Contract Price. Customer expressly waives any right to make any claim more than that amount. IN NO EVENT SHALL SUMMIT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR ANY OTHER DAMAGES OF ANY CHARACTER, INCLUDING BUT NOT LIMITED TO THE LOSS OF USE OF THE CUSTOMER'S PROPERTY, LOST PROFITS OR LOST PRODUCTION, WHETHER CLAIMED BY CUSTOMER OR BY ANY THIRD PARTY. Customer shall provide Summit with reasonable notice of any claim for breach and a reasonable opportunity to cure the alleged breach or default.
12. **INDEMNIFICATION FOR CLAIMS BY THIRD PARTIES.** In the event any person, not a party to this agreement, shall make any claim or file any lawsuit against Summit or its assignees or subcontractors for any reason relating to Summit's performance pursuant to this agreement, Customer agrees to indemnify, defend and hold harmless Summit against all claims, demands, suits, loss, liability, expenses and damages (including without limitation reasonable attorney's fees and costs). No part of this agreement should be read to seek indemnification for Summit's own negligence.
13. **Customer's Failure to Pay.** If Customer fails to pay any amount due to Summit as and when required, Summit Fire & Security shall have the right, but not the obligation, to immediately stop work on the Work and Summit Fire & Security may pursue any and all available remedies, including the right to place a lien against the Work site. In addition, Customer shall be obligated to reimburse Summit Fire & Security for reasonable legal fees and costs incurred by Summit Fire & Security in the enforcement of this Agreement.
14. **Attorneys' Fees/Waiver of Jury.** If Summit engages counsel to enforce any rights or defenses provided for in this Agreement, Summit shall be entitled to recover from Customer the costs and expenses associated with such enforcement, including without limitation, its reasonable attorney's fees, and



Summit Fire & Security, LLC Service Proposal

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costs. No claim arising from or related to this Proposal may be brought more than two (2) years after the claim accrued. THE PARTIES AGREE TO WAIVE A JURY TRIAL FOR ANY DISPUTE ARISING FROM THIS AGREEMENT.

15. **Governing Law, Jurisdiction.** Agreement shall be governed exclusively by, and construed exclusively in accordance with, the laws of the State of Minnesota. Customer irrevocably agrees to service of process via certified mail, return receipt requested, to Customer at the address set forth herein. The courts within the County of Ramsey, Minnesota, shall be the proper forum and preferred venue for any such legal action or proceedings that arise hereunder. However, nothing stated herein shall in any manner prevent or preclude Summit from bringing any actions against Customer in any jurisdiction in the United States in which Customer conducts business. If Summit engages counsel to enforce any rights or defenses provided for in this Agreement, Summit shall be entitled to recover from Subscriber the costs and expenses associated with such enforcement, including without limitation, its reasonable attorney's fees, and costs.
16. **Waiver.** Customer further agrees to waive any claims against Summit known or unknown that exist as of the date of executing this proposal as further consideration for Summit performing this work.
17. **WAIVER OF SUBROGATION RIGHTS.** The Customer acknowledges that Summit is not an insurer, that each party agrees to obtain insurance coverage, and that each party shall rely exclusively upon such insurance coverage to recover for damages in any way attributable to this Agreement. Customer waives all rights against Summit and any of its subcontractors, sub-subcontractors, agents, and employees, including the rights of Customer's current and future insurers, for losses suffered at work sites subject to this Agreement which are covered by property insurance or other insurance applicable to losses caused by damages of any sort at work sites. This waiver shall apply to all insurance policies of Customer, whether such policy exists at time of contracting or is subsequently acquired by Customer thereafter. Customer or Summit, as appropriate, shall require of subcontractors, sub-subcontractors, agents, and employees of the other party, by appropriate agreements, written where legally required for validity, similar waivers each in favor of the other parties enumerated herein. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damages.
18. **Force Majeure Events.** Summit shall not be liable or responsible to Customer, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond Summit's control, including without limitation the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, hurricane, or tornado or catastrophe; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other events beyond Summit's control.
19. **Miscellaneous.** The headings used herein are for convenience only and are not to be used in interpreting this Agreement. Neither party shall be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by such party. If any provision of this Agreement is invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable. This Agreement is not assignable by Customer. This Agreement is the entire agreement between the parties regarding the subject matter of this Agreement; any prior or simultaneous oral or written agreement regarding the subject matter hereof is superseded by this Agreement.

Submitted By: Gary Snay
Title: Fire Alarm & Security Technician

Summit Fire & Security, LLC.
Approved by Authorized Representative

CUSTOMER
Approved by Authorized Representative

By:
Print Name:
Title:
Date:
Email:

By:
Print Name:
Title:
Date:
Email: