

**ADDENDUM TO ALARM MONITORING SERVICES AGREEMENT
AT THE ARCHER EVENT CENTER
between SUMMIT FIRE & SECURITY and LARAMIE COUNTY, WYOMING**

This Addendum 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 Addendum is to modify the Alarm Monitoring Services Agreement with the CONTRACTOR to provide alarm monitoring services to COUNTY at the Archer Event Center, 3801 Archer Pkwy., Cheyenne, WY 82009-9767, as specified in the CONTRACTOR'S Alarm Monitoring Services Agreement dated September 30, 2025 ("Agreement"), which is attached hereto as Attachment A and incorporated herein. For purposes of reference and interchangeability: CONTRACTOR is referred to "Summit" and COUNTY is referred to as "Subscriber" in the Agreement.

II. TERM

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

III. RESPONSIBILITIES OF COUNTY

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 five hundred forty dollars (\$540.00) per year, as detailed in the Agreement. 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 Agreement, attached hereto and fully incorporated herein, including, but not limited to, monitoring of installed fire panels through the gateways, reporting alarms, and communicating with COUNTY regarding the system.
- 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. CONTRACTOR shall provide the name, address, and contact information of the subcontractor performing Monitoring Services described in paragraph 2 of the Agreement.
- B. Paragraph 5 (“Subscriber Payment”) of the Terms and Conditions of Alarm Monitoring Services Agreement is hereby **removed** as the matters discussed in that paragraph are discussed in provision III “Payment” of this Addendum.
- C. Paragraph 6 (“Waiver”) of the Terms and Conditions of Alarm Monitoring Services Agreement 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.
- D. Paragraph 7 (“Taxes, Fees, Licenses, Tariffs”) of the Terms and Conditions of Alarm Monitoring Services Agreement 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.”
- E. Paragraph 9 (“Attorney Fees and Costs; Waiver of Jury Trial”) of the Terms and Conditions of Alarm Monitoring Services Agreement is hereby **removed**. The COUNTY will not be liable for attorneys’ fees to CONTRACTOR.
- F. Paragraph 10 (“Terms and Termination”) of the Terms and Conditions of Alarm Monitoring Services Agreement is hereby **removed** as the matters discussed in that paragraph are discussed in provision II “Term” and in General Provisions paragraph E of this Addendum.
- G. Paragraph 14 (“Limitation of Liability”) of the Terms and Conditions of Alarm Monitoring Services Agreement is hereby **removed** as insurance is already discussed in General Provisions of this Agreement in paragraph Q and COUNTY does not agree to limit CONTRACTOR’s or any subcontractor’s liability.
- H. Paragraph 15 (“Waiver of Subrogation Rights”) of the Terms and Conditions of Alarm Monitoring Services Agreement is hereby **removed** as insurance is already discussed in General Provisions of this Agreement in paragraph Q and COUNTY does not agree to waive rights against CONTRACTOR or any subcontractor.

- I. Paragraph 16 (“Indemnity”) of the Terms and Conditions of Alarm Monitoring Services Agreement is hereby **removed** as the matters discussed in that paragraph are discussed in General Provisions of this Agreement in paragraph N.
- J. Paragraph 18 (“Assignability”) of the Terms and Conditions of Alarm Monitoring Services Agreement is hereby **removed** as the matters discussed in that paragraph are discussed in General Provisions of this Agreement in paragraph F.
- K. Paragraph 19 (“Complete Agreement, Severability, Choice of Law, Choice of Venue”) the Terms and Conditions of Alarm Monitoring Services Agreement is hereby **removed** as the matters discussed in that paragraph are discussed in General provisions of this Agreement in paragraphs A, H, and I.

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 (7 pages) and the Proposal (8 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. Insurance: CONTRACTOR shall carry liability insurance sufficient to cover its obligations under the Entire Agreement, CONTRACTOR shall furnish COUNTY with the entire policy, original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR'S obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- a. Minimum Limits of Coverage: Insurance shall be Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 or equivalent covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$1,000,000** per occurrence with a **\$2,000,000** aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If CONTRACTOR maintains higher limits than the minimums shown above, COUNTY requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR.
- b. Primary and Non-Contributory: For any claims related to this contract, CONTRACTOR'S **insurance coverage shall be primary insurance** as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance of self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
- c. Waiver of Subrogation: CONTRACTOR hereby grants to COUNTY **a waiver of any right to subrogation** which any insurer of said CONTRACTOR may acquire against the Entity by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.
- d. Additional Named: COUNTY, its officers, officials, employees and volunteers are **to be covered as additional insureds** on the CGL policy with respect to liability

arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. **Additional Named status shall be reflected on any certificate of insurance** and/or CONTRACTOR will provide COUNTY with a copy of the appropriate endorsement to the policy reflecting the additional named status.

R. 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.

S. 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.

T. 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.

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

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

W. 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.

**ADDENDUM TO ALARM MONITORING SERVICES AGREEMENT
AT THE ARCHER EVENT CENTER
between SUMMIT FIRE & SECURITY and LARAMIE COUNTY, WYOMING**

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR SUMMIT FIRE & SECURITY:

By:  Date 10-20-2025
Name Gary Snay 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 10/20/25
Laramie County Attorney's Office



Summit Fire & Security
600 E Carlson Street
Cheyenne, WY 82009

ALARM MONITORING SERVICES AGREEMENT

Quote: ARCHER EVENT CENTER-Monitoring-9/30/2025

Subscriber: ARCHER EVENT CENTER

Street Address: 3801 ARCHER PARKWAY
CHEYENNE, WY 82009-9767

Billing Address: 309 W 20th St
Suite 1900
Cheyenne, Wyoming 82001-3601

Telephone:

Monitoring Services, as defined in the attached terms in conditions, to be provided for the following Electro-Protective Systems at the Subscriber address set forth above for the price set forth below ("Monitoring Fee"):

Electro-protective Systems Equipment:

- ☒ belongs to Subscriber;
OR
☐ belongs to Summit and is being leased to Subscriber.

Your premises contact list form noted below as Exhibit "A" will be sent in a separate email from your Summit sales professional. Please fill out in entirety and return to us in order to finalize the account setup.

Scope: Provide monitoring for fire system

Monitoring Type	Account Qty	Annual Price Per Account	Total Annual Price
Annual Monitoring Cost	12	\$45.00	\$540.00
Subtotal:			\$540.00
Tax:			\$0.00
Total:			\$540.00

BY SIGNING BELOW, THE SUBSCRIBER HEREBY AUTHORIZES Summit Fire & Security AND/OR ITS SUBSIDIARIES ("SUMMIT") TO PERFORM THE MONITORING SERVICES ACCORDING TO THE ATTACHED TERMS AND CONDITIONS DESCRIBED ABOVE AND CERTIFIES THAT: (I) THE INFORMATION PROVIDED ABOVE AND/OR ATTACHED TO THIS AGREEMENT IS TRUE, ACCURATE, AND COMPLETE TO THE BEST OF

SUBSCRIBER'S KNOWLEDGE; (II) THE SIGNOR HAS THE AUTHORITY TO AUTHORIZE THE MONITORING SERVICES REQUESTED PURSUANT TO THIS AGREEMENT; AND (III) THE SUBSCRIBER HAS READ THIS ENTIRE AGREEMENT AND AGREES TO COMPLY WITH AND BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN AND THOSE AS MAY BE PROMULGATED BY SUMMIT FROM TIME TO TIME.

TERMS AND CONDITIONS OF ALARM MONITORING SERVICES AGREEMENT

1. Subscriber Representation. Subscriber represents that it has certain electro-protective system(s) installed at the premises set forth above which are owned or occupied by Subscriber (the "Premises") and in connection with such installation requests Monitoring Services (as defined below) for such electro-protective system(s). If Subscriber occupies but does not own the Premises, Subscriber represents that it has the authority to enter this agreement on behalf of any owner or owner's representative of the Premises. The parties agree that Summit shall provide such Monitoring Services for Subscriber pursuant to this Agreement.

2. Subscriber Information. Subscriber acknowledges and understands that Summit has subcontracted another company (the "Subcontractor") to perform the Monitoring Services on behalf of Summit and that Subcontractor is in the business of providing Monitoring Services for Subscribers who have electro-protective systems. Subscriber further understands that Summit and Subcontractor require certain basic information about Subscriber's electro-protective system(s) and acknowledges that it has completed Exhibit A of this Agreement requesting such information and that Summit and Subcontractor, in performing obligations under this Agreement, will rely solely on the information provided by Subscriber in Exhibit A. Moreover, Subscriber has a continuing obligation to update the information Summit and Subcontractor require be provided on Exhibit A in advance of such information changing. Summit is not responsible for issues that arise from inaccuracies of the required information on Exhibit A or Subscriber's failure to update Exhibit A to reflect any changes.

3. Maintenance of the Systems.

- ☒ The electro-protective system(s) at Subscriber's Premises is(are) not the property of Summit or Subcontractor and such system shall be maintained by Subscriber at Subscriber's sole cost and expense in good working order, unless maintenance service is furnished from Summit via a separate agreement. Summit will not perform any maintenance, construction, or installation for Subscriber pursuant to this Agreement. Subscriber further agrees that Subscriber shall be responsible for all maintenance, construction, installation, repair, replacement, and insurance of the electroprotective system(s) and all costs and expenses associated therewith.
- ☐ The electro-protective system(s) at Subscriber's Premises do(es) belong to Summit and is being leased to Subscriber under a separate equipment lease agreement. If any part of the electro-protective system(s) equipment becomes defective, Summit agrees to make all repairs and replacement of parts without costs to the Subscriber for the term of this Agreement. Summit reserves the option to either repair or replace the equipment and reserves the right to substitute materials of equal quality at the time of replacement, or to use reconditioned parts in fulfillment of Summit's obligations under this Section 3. Summit shall not be responsible for the repair or replacement of any portion of the electro-protective system(s) caused by the negligence or misuse of Subscriber, attempted or unauthorized repair service, modification, or installation by any party other than Summit. Summit shall not be liable for repairs or replacements caused by disruptions in electrical or plumbing systems, disruptions due to construction, lightning damage, Acts of Gods, or other events outside the control of Summit and do not qualify as normal wear and tear. Summit shall not be liable for consequential damages for any disruption to the electro-protective system(s).

4. Scope of Work. Subscriber agrees that Summit's and Subcontractor's sole and only obligation under this Agreement is to monitor signals received by means of the electro-protective system(s) located at Subscriber's Premises and, through Subcontractor, make commercially reasonable efforts to send notification of the alarm promptly to the police, fire, or other authorities and to the person or persons whose names, email addresses and or telephone numbers are provided to Summit by Subscriber ("Monitoring Services"), unless there is a reason to assume that an emergency condition does not exist.

5. Subscriber Payment. Subscriber agrees to pay to Summit, in addition to any other fees set forth herein, the Monitoring Fee immediately upon receipt of invoice. At the commencement of each Renewal Period, Summit shall have the right to increase the charges provided herein, including the Monitoring Fee, to reflect increases in federal, state, and local taxes,

utility charges including telephone company line charges, and municipal fees and charges, which hereinafter are imposed on Summit and are related to the Monitoring Services. On the annual anniversary of the effective date of this Agreement and any renewal hereof, the Monitoring Fee shall automatically be increased by an amount not to exceed five percent (5%) per year and Subscriber agrees to pay such increase as invoiced. Subscriber agrees that Summit shall have the right to perform a credit analysis of Subscriber in its sole discretion as a condition to this Agreement. Notwithstanding the foregoing payment terms, Summit shall have the right to amend or change such terms based on the results of such credit analysis. Summit shall provide written notice of any change in payment terms to Subscriber. If Subscriber fails to pay the full amounts due within ten (10) days of the date of the invoice, Subscriber shall pay interest at the rate of 1.5% per month on all amounts not paid by their due date, plus an initial late fee of 5% of the outstanding balance. If such amounts remain unpaid for thirty (30) days from the date of the invoice, Summit may, at its option, terminate this Agreement upon written notice to Subscriber.

6. Waiver. In addition to the service fee, Subscriber further agrees to waive any claims against Summit known or unknown that exist as of the date of executing this Agreement as further consideration for Summit performing Monitoring Services.

7. Taxes, Fees, Licenses, Tariffs. In addition to the Monitoring Fee, Subscriber agrees to pay all municipal, state, and federal taxes, sales taxes, assessments, or fees which are now or hereinafter applicable to Subscriber's electro-protective system(s), as well as any telephone lines; internet or connecting fees for the electro-protective equipment. Summit shall not be responsible for any fees, charges, or assessments imposed by any government authority or other persons in connection with false alarms from any equipment located at Subscriber's Premises. Summit shall not be responsible for any fee, licenses, or taxes imposed by any government authority. 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. Equipment. Other than leased electro-protective system(s), if any, Summit does not own or maintain pursuant to this Agreement any equipment at Subscriber's location, along the path of the signal, or at the central monitoring station. Subscriber shall be responsible to pay for repairs (at then prevailing rates) or replacement of the communication equipment, other than such leased electro-protective system(s), required for proper relay of signals for any reason at its location. Summit may provide service and repair at the Subscriber's option pursuant to a separate contract if such service and repair is needed. It is the responsibility of the Subscriber, subscriber's representative, or authorized delegate to ensure that the systems, other than any leased electro-protective system(s), are tested, inspected, and maintained as required by all applicable NFPA72 code

9. Attorney Fees and Costs; Waiver of Jury Trial. 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. No claim arising from or related to this Agreement 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.**

10. Term and Termination. Subject to the provisions of paragraph 5 and this paragraph, the term of this Agreement is one (1) year beginning on the date Summit executes this Agreement ("Term") and shall be automatically renewed for successive equal periods ("Renewal Period"), unless either party terminates this Agreement by written notice sent not less than thirty (30) days before expiration of the original term or any Renewal Periods thereof. Upon renewal of all terms, Subscriber shall pay the amount according to the terms and conditions set forth in this Agreement. This Agreement may be terminated by Summit: (i) at any time, upon ten (10) day's written notice, if, in Summit's sole discretion, an excessive amount of false alarms occur during the term of this Agreement or any Renewal Period thereof (false alarm fees or penalties imposed by municipalities or any third party shall be incurred at Subscriber's own cost and expense); (ii) without prior notice, at the option of Summit, (A) in the event that Subcontractor's receiving facility, connecting wires or equipment are destroyed by fire or other catastrophe or are so substantially damaged that it is impractical to continue the Monitoring Service, or from lack of signal service beyond the control of Summit or its Subcontractor, or (B) if the rendering of the Monitoring Service is not possible for any other reason beyond the control of Summit or its Subcontractor. As an example, and not an exclusive

list, possible signal service issues that could lead to termination are the failure or the signal service company to maintain adequate signal strength or consistent signal strength to meet appropriate standards for such services in the jurisdiction.

Subscriber agrees that the charges due under this Agreement are based on expected payment by Subscriber in full for the full Term or then-current Renewal Period. Summit has relied upon Subscriber's intention to make such payments and incurred costs in deciding to enter this Agreement. If Subscriber terminates this Agreement in any manner other than as expressly allowed herein (an "Early Termination"), the Subscriber agrees to pay, as accelerated, reasonable damages, an amount equal to 90% of the remainder of all payments due for the unexpired term. This amount is a reasonable estimate of the damages suffered by Summit for Early Termination and is not a penalty. The amount is owed by Subscriber immediately and in full. The unexpired term or Renewal Period is subject to acceleration and becomes immediately due. Subscriber agrees that the sale, conveyance, or transfer of the Premises (if owned by Subscriber) shall constitute an Early Termination unless: (i) Summit receives written notice thereof at least thirty (30) days prior to such sale, conveyance, or transfer; (ii) the purchaser agrees to assume this Agreement; and (iii) Summit consents to such assumption by the purchaser in its sole discretion. Subscriber further shall not assign this Agreement without the prior written consent of Summit, any such assignment constituting an Early Termination. For purposes of this Agreement, an assignment shall be deemed to include a merger, consolidation, or reorganization of Subscriber, transfer of Subscriber's business and assets which includes the occupation of the Premises, and the sale or transfer of more than forty percent (40%) of the equity ownership interest in Subscriber.

11. False Alarms and Signal Interruption. If Subscriber's electro-protective system(s) is damaged or functioning so that false alarms are transmitted with unreasonable frequency, Summit may choose in its sole discretion to (i) suspend its obligations under this Agreement until such system is repaired, or (ii) terminate this Agreement. If Summit elects to suspend its obligations, it will first notify Subscriber of the suspension and then the local authorities having jurisdiction. If such electro-protective system(s) belongs to Summit and is being leased to Subscriber, Summit shall promptly fulfill any obligations it has under Section 3 and resume its obligations under this Agreement upon completion of any repairs to the Systems.

Subscriber understands that the signals from the electro-protective system(s) are transmitted through telephone signals to Subcontractor (by landline, VoIP (voice over internet protocol), cellular, or similar technology, as determined by Subscriber). Regardless of the type of technology used by Subscriber for telephonic services, Subscriber understands and agrees that neither Summit nor Subcontractor is, nor can they, be responsible for any monitoring during periods when either Subscriber's or Subcontractor's communication transmissions are not working, are not for any reason able to receive or transmit signals from the electro-protective system(s), or are existing under any condition that would make it impossible to transmit signals from the Subscriber's Premises to Subcontractor.

Subscriber further acknowledges and agrees that signals that are transmitted over telephone lines are wholly beyond the jurisdiction of Summit and Subcontractor and are maintained and serviced by the applicable telephone company or utility. Additionally, Subscriber recognizes that local providers of telephone services may add, delete, or change area code prefix numbers and that doing so may require some corrective activity by Subcontractor or Summit to assure accurate and timely processing of alarm signals from Subscriber's Premises. Summit may, therefore, at its discretion, charge, and Subscriber agrees to pay, a one-time fee associated with any such corrective action by Summit or Subcontractor necessitated by such area code changes, which may include without limitation, file reviews, database corrections, and computer base changes.

12. Excluded Losses. Neither Summit nor Subcontractor shall be responsible for losses or damages suffered by Subscriber and caused by:

- (a) defects or deficiencies in the electro-protective system(s) owned by Subscriber;
- (b) delay in response time or failure to respond by any person or authority notified by Subcontractor according to Subscriber's instructions in this Agreement; or
- (c) service or repairs performed by service organizations.

13. U.L. Certification. In the event the Subscriber's electro-protective system(s) is U.L. certified, Subscriber shall pay Summit prevailing initial and renewal certificate fees. If the System activates without evidence of the necessity for the activation and Summit dispatches a service agent, the Subscriber agrees to pay Summit's then current rates for the dispatch. U.L. certificated systems satisfy the requirement of U.L. for the stated class and grade as of the date of installation. If U.L. adopts new or different specifications for the certificate issued, Summit shall, upon written notification from the Subscriber, perform necessary services to satisfy the new or different specifications of U.L. for the certificate issued and Subscriber shall pay all costs thereof at Summit then current rates.

14. Limitation of Liability. It is understood that neither Summit nor Subcontractor are insurers, that insurance, if any, shall be obtained by and be the sole responsibility of Subscriber and that the amounts payable to Summit hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and such amounts are in no way related to the value of the electro-protective system(s) or any other real or personal property located at the Premises. The parties hereto agree that it is impractical and extremely difficult to fix the actual damages, if any, that may proximately result from failure on the part of Summit or Subcontractor to perform any of the obligations set forth herein, specifically including without limitation any act or omission relating to downloading technology monitoring goods or services. SUBSCRIBER AGREES THAT SUMMIT AND SUBCONTRACTOR SHALL BE EXEMPT FROM LIABILITY FOR LOSS OR DAMAGES DUE DIRECTLY OR INDIRECTLY TO OCCURRENCES, OR CONSEQUENCES THEREFROM, WHICH THE SERVICE OR SYSTEM IS DESIGNED TO DETECT OR AVERT, THAT IF SUMMIT AND/OR SUBCONTRACTOR SHALL BE FOUND LIABLE FOR LOSS OR DAMAGE DUE TO A FAILURE OF SERVICE IN ANY RESPECT, THEIR LIABILITY SHALL IN THE AGGREGATE BE LIMITED TO, IN THEIR SOLE DISCRETION, EITHER (I) REPLACEMENT OR REPAIR OF ANY DEFECTIVE EQUIPMENT, OR (II) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, THE GREATER OF A SUM EQUAL TO ONE-HALF THE ANNUAL SERVICE CHARGE PAID BY SUBSCRIBER OR \$500. The provisions of this paragraph shall apply as the exclusive remedy if loss or damage, irrespective of the cause or origin, results directly or indirectly to person or property from performance or non-performance of obligations imposed under this Agreement or from negligence, active or otherwise, of SUMMIT and/or Subcontractor and their agents or employees. IN NO EVENT SHALL SUMMIT OR SUBCONTRACTOR BE LIABLE FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES.

15. Waiver of Subrogation Rights. Subscriber 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. Subscriber waives all rights against Summit and any of its subcontractors, sub-subcontractors, agents, and employees, including the rights of Subscriber'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 the 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 Subscriber thereafter. Subscriber 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.

16. Indemnity. SUBSCRIBER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS, SUMMIT, SUBCONTRACTOR, AND THEIR EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, CAUSES OF ACTION, LIABILITY, COSTS, DAMAGES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED OR ALLEGED TO HAVE BEEN INCURRED BY OR CAUSED TO ANY PERSON, ENTITY, OR THING AS A RESULT, DIRECTLY OR INDIRECTLY, OF ANY OF THE GOODS AND/OR SERVICES, INCLUDING, BUT NOT LIMITED TO THE MONITORING SERVICES, SOLD, PERFORMED OR COVERED BY THIS AGREEMENT, WHETHER SUCH CLAIMS OR LAWSUITS ARE BASED UPON ALLEGED ACTIVE OR PASSIVE NEGLIGENCE, EXPRESS OR IMPLIED CONTRACT OR WARRANTY, CONTRIBUTION OR INDEMNIFICATION OR STRICT OR PRODUCT LIABILITY ON THE PART OF SUMMIT, SUBCONTRACTOR, THEIR AGENTS, SERVANTS, ASSIGNS OR EMPLOYEES.

17. Warranty Disclaimer. Summit does not represent or warrant that the electro-protective system(s) may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, fire or otherwise; or that the

system will in all cases provide the protection for which it was installed or intended. Subscriber acknowledges and agrees that Summit has made no representations or warranties, express or implied, as to any matter whatsoever, including without limitation the condition of the equipment, its merchantability, or its fitness for any particular purpose; nor has Subscriber relied on any representations or warranties, express or implied. Subscriber 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 on the face hereof. Subscriber further acknowledges and agrees: (a) that Summit is not an insurer, (b) that Subscriber assumes all risk of loss or damage to Subscriber's Premises or to the contents thereof, and (c) that Subscriber has read and understands all of this Agreement, particularly paragraphs 14 and 15, which set forth limitation of liability and indemnification provisions in the event of any loss or damage to Subscriber or anyone else. IT IS SPECIFICALLY UNDERSTOOD BY THE PARTIES TO THIS AGREEMENT THAT SUMMIT DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE. SUMMIT AND SUBSCRIBER FURTHER UNDERSTAND AND AGREE THAT SUMMIT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESSED IN THIS AGREEMENT AND THAT NO REPRESENTATIVE OF SUMMIT OR SUBCONTRACTOR HAS ANY AUTHORITY TO MAKE ANY ADDITIONAL EXPRESS WARRANTIES OR OTHERWISE VARY THE TERMS OF THIS AGREEMENT.

18. Assignability. Summit shall have the right to assign this Agreement to any other person, firm, or corporation without notice to Subscriber and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Subscriber may not assign this Agreement without the prior written consent of Summit.

19. Complete Agreement, Severability, Choice of Law, Choice of Venue. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement with attachments supersedes all prior representations, understandings, or agreements of the parties and the parties rely only upon the contents of this Agreement in executing it. It shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent, and no oral modification of this Agreement shall be enforceable. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. If any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect. Any notice required to be given by each of the parties to this Agreement to the other must be in writing and mailed by certified mail, return receipt requested, addressed to the party at the address shown in this Agreement. This Agreement shall be governed exclusively by and construed exclusively in accordance with the laws of the State of Minnesota, irrespective of Minnesota's conflict of law provisions. Subscriber irrevocably agrees to the exclusive jurisdiction of the state or federal courts of the County of Ramsey, Minnesota for proceedings between the parties hereto, and Subscriber irrevocably agrees to service of process via certified mail, return receipt requested, to Subscriber at the address set forth herein. However, nothing stated herein shall in any manner prevent or preclude Summit from bringing any one or more actions against Subscriber in any jurisdiction in the United States in which Subscriber conducts business.

20. High signal usage. If Summit incurs any new or increased charges for the communication lines or services, increased signals due to deficiencies and high communication usage of signals due to improper working equipment, these costs will be payable by the Subscriber in lump sum or increased monthly charges from Summit at Summit's discretion. The Subscriber also agrees to pay any false alarm fines or assessments, permits, tax increases or fee relating to any governmental body.

The Subscriber will not permit any person unauthorized by Summit to alter, remove, or tamper with any system equipment and will safeguard the equipment against loss and damage during the term of this agreement. Deficiencies found during scheduled servicing, test, and inspections or monitoring daily reports must be repaired immediately to ensure the control panel and communication equipment is returned to normal operating conditions. Such repairs will be pursuant to a separate contract if performed by Summit. Subscriber also agrees it is not Summit's responsibility to repeatedly remind the Subscriber of any ongoing issues—a single notice is sufficient. If Summit incurs unreasonable added labor hours and costs from the central station due to any ongoing signals the Subscriber agrees to pay the costs incurred.

Signing below acknowledges review and acceptance of pages 1-8 and Exhibit A of this Agreement.

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

CUSTOMER
Approved by Authorized Representative

Summit Fire & Security
Approved by Authorized Representative

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Email: _____

Email: _____



Site Information

Monitoring Information Form

ARCHER EVENT CENTER

Site Location Name

3801 ARCHER PARKWAY

Site Street Address

CHEYENNE

Site City

WY

Site State

82009-9767

Site Zip

Site Phone 1

Site Phone 2

3801 ARCHER PARKWAY

Site Cross Street / Subdivision / Complex Name

309 W 20th St

Suite 1900

Billing Street Address (no P.O. Box)

Cheyenne

Billing City

WY

Billing State

82001-3601

Billing Zip

Annually

Semiannually

Quarterly

Monthly

Billing Frequency

307.633.4388 JE

Billing Phone

Monitoring Type And System Information

Monitoring To Be Provided For The Following Types Of Systems: ☒ Fire Alarm ☐ Security ☐ Video ☐ Elevator ☐ Area Of Refuge ☐ Other

Communication Type: ☐ Cellular ☐ POTS (Phone) ☐ Radio ☐ IP ☐ VOIP ☐ Installing New Equipment ☐ Taking Over Existing Equipment

Location Of the Control Panel / Communicator:

Make and Model Of Control Panel / Communicator:

Check If Separate Or Additional Point Or Zone List Is Attached ☐

Check If Separate List Of Address For Multiple Central Station Accounts Is Attached ☐

Special Notes:

General Account Passcode

The general account passcode is used when calling the central station to place an account on test. Please enter the call-in passcode you would like on the account. If you would like each person to have an individual call-in passcode (optional), please note that on the Contact List. Individual passcodes are suggested for security accounts.

General Account Passcode

Contact List In Calling Order

You will be notified of fire alarm events via phone call. Calls will be made down the list in this order until a person on the contact list answers/acknowledges or the end of the list is reached, whichever is first.

Contact #	First Name	Last Name	Phone	Phone Type*	Individual Passcode (if applicable)
1					
2					
3					
4					

* Phone Type = Work, Cell, Etc.

Supervisory And Trouble Notification Preferences

You can be notified of supervisory and trouble events by phone, email, or text. Please make one selection for each category. If phone is selected, that category will use the call list above. If you choose to receive trouble and/or supervisory notifications via email, at least one valid email address must be provided below.

Supervisory Events:

Phone Email Text Message

Trouble Events:

Phone Email Text Message

Supplemental Notification Preferences

For events on which you are being notified via phone call, you can also receive a supplemental email notification. If desired, please enter the persons you would like to receive supplemental notifications. If you have chosen to receive trouble or supervisory notifications via email, at least one valid email address must be provided.

First Name	Last Name	Email

Signature

Subscriber Name

Subscriber Signature

Date