



**VILLAGE OF GRAYSLAKE**

**CONTRACT**

**Fire Alarm System Monitoring Services**

**PLEASE PROCEED TO NEXT PAGE**

VILLAGE OF GRAYSLAKE

CONTRACT

Full Name of Bidder CHICAGO METROPOLITAN FIRE PREVENTION CO ("Bidder")  
Principal Office Address 820 N. ADDISON AVE, ELMHURST, IL 60126  
Local Office Address SAME  
Contact Person PAULA POHLMANN Telephone Number 630-833-1110

TO: Village of Grayslake ("Owner" or "Village")  
10 South Seymour Avenue  
Grayslake, Illinois 60030

Attention: Michael J. Ellis  
Village Manager

*Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including the following Attachments, which are securely stapled to the end of this Contract/Proposal and are incorporated into this Contract/Proposal by this reference:*

- A. Supplementary Schedule of Contract Terms
- B. Schedule of Prices

1. Work Proposal

A. Contract and Work. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and the Village's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

- 1. General Standard. All Work shall be provided, performed, and completed in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith. All equipment, materials, and supplies incorporated into the Work shall be new and undamaged and shall be the best of their respective kinds for their intended use.
- 2. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the WORK at the WORK SITE.

- 3. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
- 4. Bonds and Insurance. Procure and furnish all bonds and procure all insurance and furnish all insurance certificates specified in this Contract/Proposal;
- 5. Taxes. Pay all applicable federal, state, and local taxes;
- 6. Miscellaneous. Do all other things required of Bidder by this Contract/Proposal; and
- 7. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant to, this Contract/Proposal, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the specifications attached hereto as Attachment C and by this reference made a part of this Contract/Proposal. No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of the Village or Bidder from those set forth in this Contract/Proposal.

C. Responsibility for Damage or Loss. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to the Village repair or replace, damage done to, and any loss or injury suffered by, the Village, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. The Village shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in the Village's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract/Proposal and the Village, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract/Proposal. Work so rejected may be returned or held at Bidder's expense and risk.

## 2. Contract Price Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers; the compensation set forth below.

### A. SCHEDULE OF PRICES See Attachment B

### B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Village is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.
4. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
5. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
6. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies,

tools, appliances, devices, processes, or inventions are included in this Schedule of Prices

C. In the event that Bidder is to receive periodic payments under this Contract/Proposal, each such periodic payment shall be subject to a 10% hold-back ("Retainage") that the Village may utilize to cure any deficiency in Bidder's performance under the terms of the Contract/Proposal. After final acceptance of the Work by the Village, the Village's final payment to Bidder shall include the balance of the Contract Price (including any remaining Retainage).

## 3. Contract Time Proposal

A. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall commence the Work within 10 days following the Village's acceptance of this Contract/Proposal provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract/Proposal (the "Commencement Date"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall perform the Work diligently and continuously and shall complete the Work no later than Completion Date in Attachment A.

B. Time is of the Essence. The time of beginning, rate of progress, and time of completion of the Work is of the essence of this Contract. Contractor shall be solely responsible for completing the Work in a timely fashion. Contractor shall promptly, continuously, diligently, vigorously, and systematically provide and perform the Work, and all component parts of the Work, within such time or times as may be set forth in this Contract.

## 4. Financial Assurance

A. Bonds (if required by Attachment A). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company acceptable to Owner, each in the penal sum of the Contract Price, within 10 days following Owner's acceptance of this Contract/Proposal.

B. Insurance. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide certificates of insurance and, if specified by the Village, copies of policies evidencing that Bidder has obtained and will maintain insurance coverage and policies providing no less than the minimum insurance coverages and limits set forth in Attachment A within ten (10) days following the Village's acceptance of this Contract/Proposal. Such policies shall be in a form, and from companies, acceptable to the Village to afford protection against all claims for damages to public or private property, and injuries to persons, arising out of and during the progress of the Work until final acceptance and payment by the Village. Such policies shall name the Village as an additional insured and cancellation notice recipient, including

without limitation naming the Village as an additional insured for the Bidder's Comprehensive General Liability and Comprehensive Motor Vehicle Liability coverages. Such insurance shall provide that no cancellation or non-renewal of any insurance shall become effective until the expiration of 30 days after written notice thereof (30) days after Bidder receives such notice from the Village. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract/Proposal. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss. Contractor shall, prior to and at all times while providing, performing, or completing work for the Village, procure, maintain, and keep in force, at Contractor's expense, all insurance necessary to protect and save harmless the Village, the Work Site, and all property located at or about the Work Site, including but not limited to the insurance coverages specified in Attachment A. Bidder shall also provide the Village with a copy of the actual additional insured endorsement demonstrating that the Village is named as an additional insured. The policy of insurance shall contain no provisions that invalidate the naming of the Village of Grayslake as additional insured. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as set forth in Attachment A to this Contract.

C. Indemnification. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall indemnify, save harmless, and defend the Village against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract/Proposal.

D. Subcontractor Insurance. Unless otherwise provided in the Attachment A, Bidder shall not allow any Subcontractor to commence or continue any part of the Work until and unless such Subcontractor provides and has in force Comprehensive General Liability insurance coverage equal to \$1,000,000 or the amount of its Subcontract, whichever is greater, and Workers' Compensation and Employer's Liability and Comprehensive Motor Vehicle Liability insurance coverages equal to those required of Bidder by this Contract.

E. Penalties. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be solely

shall have been given by the insurance company to the Village. In the event of any such cancellation or non-renewal, Bidder shall provide, with the notice thereof, evidence of replacement insurance. In the event of any change of or modification of coverage, Bidder shall notify Village within thirty

liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

#### 5. Firm Proposal

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided the Village accepts this Contract/Proposal within 60 days after the date this sealed Contract/Proposal is opened.

#### 6. Bidder's Representations and Warranties

In order to induce the Village to accept this Contract/Proposal, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract/Proposal, including, without limitation, the performance standards set forth in Subsection 1B of this Contract/Proposal; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto the Village.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq.; prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

To the extent that the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) (Act) applies to this Contract, it is the Bidder's obligation to pay (and require every Subcontractor to pay) prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the Contract in accordance with the Act. The established prevailing wage rates are available at [www.state.il.us/agency/idol/rates/rates.HTM](http://www.state.il.us/agency/idol/rates/rates.HTM). If the

contractor determines the Prevailing Wage Act is applicable to a project, they shall post or provide notice of the prevailing wage rates in accordance with the Act. Any increases in costs to the Bidder due to changes in the prevailing rate of wages during the terms of this Contract shall be at the expense of the Bidder and not at the expense of the Owner. Any change order shall be computed using the prevailing wage rates applicable at the Work and (ii) defend and indemnify the Owner against any and all claims arising under or related to the Act, including any damages, attorneys' fees, and penalties or fines.

C. Not Barred. Bidder is not barred by law from contracting with the Village or with any other unit of state or local government for any reason, including without limitation as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (iii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

E. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Bids set forth above.

## 7. Acknowledgements

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

A. Reliance. The Village is relying on all warranties, representations, and statements made by Bidder in this Contract/Proposal.

B. Bidder's Certification. All the facts and information submitted by Bidder in connection with this Contract and its procurement are true and correct in all respects and, in particular, the statements contained in Bidder's Certification are true and correct.

C. Conflicts of Interest. Bidder represents and certifies that, to the best of its knowledge: (1) no elected or

time the change order work is scheduled to be performed. The Bidder shall be solely responsible to maintain and file accurate records in the manner set forth in, and as required by the Act. The Bidder shall be solely liable for any violation of the Act and shall be required to (i) pay the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the

appointed official, employee or agent of Owner has a personal financial interest in the business of Contractor or in this Contract, or has personally received payment or other consideration for this Contract; (2) as of the date of this Contract, neither Bidder nor any person employed or associated with Bidder has any interest that would conflict in any manner or degree with the performance of the obligations under this Contract; and (3) neither Bidder nor any person employed by or associated with Bidder shall at any time during the term of this Contract obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Contract.

D. Reservation of Rights. The Village reserves the right to reject any and all bids, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

E. Acceptance. If this Contract/Proposal is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract/Proposal and in the Village's written notification of acceptance in the form included in this bound set of documents.

F. Remedies. Each of the rights and remedies reserved to the Village in this Contract/Proposal shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract/Proposal.

G. Penalties. Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's, or its Subcontractors' or Suppliers', performance of, or failure to perform, the Work or any part thereof.

H. Time. Time is of the essence of this Contract/Proposal and, except where stated otherwise, references in this Contract/Proposal to days shall be construed to refer to calendar days.

I. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the Village, whether before or after the Village's acceptance of this Contract/Proposal; nor any information or data supplied by the Village, whether before or after the Village's acceptance of this Contract/Proposal; nor any order by the Village for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by the Village; nor any extension of time granted by the Village; nor any delay by the Village in exercising any right under this Contract/Proposal; nor any other act or omission of the Village shall constitute or be deemed to be an acceptance of any defective, damaged, or

nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract/Proposal; or of any remedy, power, or right of the Village.

J. Severability. The provisions of this Contract/Proposal shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract/Proposal shall be held invalid, The Village and Bidder, provided, however, that the Village shall have the right, by written order executed by the Village, to make changes in the Work ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. No decrease in the amount of the Work caused by any Change Order shall entitle Bidder to make any claim for damages, anticipated profits, or other compensation.

L. Assignment. Neither this Contract/Proposal, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of the Village.

M. Acceptance as Full Payment and Satisfaction. The acceptance by Bidder of full payment for the Work shall operate as a full and complete release of the Village of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Bidder for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work, except the claim against Owner for the unpaid balance, if any, of any amounts retained by Owner pursuant to this Contract.

N. Relationship of the Parties. Bidder shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Bidder or (2) to create any relationship between Owner and any subcontractor or supplier of Bidder.

O. Bidder's Duty to Administer the Work. Bidder shall have full and sole responsibility for administration of the Work. Bidder's field organization shall include fully qualified and adequate management, supervisory and technical personnel to insure competent and expeditious handling of all matters related to the Work. Bidder shall have full and sole responsibility for keeping all personnel, equipment, materials, supplies, and other things required to provide, perform, and complete the Work within the designated construction area limits of the Work Site and out of areas not designated for Bidder's use. On all other lands, Bidder shall have no rights unless it obtains them from the proper parties.

Owner shall have the authority to order Bidder to remove from the Work Site any of Bidder's employees or any Subcontractors' employees who fail to discharge responsibilities, refuse to obey instructions, who are

illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract/Proposal shall be in any way affected thereby.

K. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract/Proposal shall be effective unless and until such change is reduced to writing and executed and delivered by incompetent, abusive, threatening, or disorderly in their conduct, or who otherwise fail to perform that part of the Work undertaken in a manner satisfactory to Owner. Any such Person so removed shall not be employed again on the Work. No adjustment in the Contract Price or Contract Time shall be made as a result of such removal.

All subcontractors, suppliers, and subcontracts used by Bidder shall be acceptable to, and approved in advance by; Owner. Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Bidder of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract.

All Subcontractors and Suppliers shall be directly responsible to Bidder and shall be subject to Bidder's supervision and control. Bidder shall have the duty to coordinate all Subcontractors and Suppliers so as to avoid hindrance or interference among them and to ensure that the Work will be completed in full compliance with, and as required by or pursuant to, this Contract and within the Contract Time.

Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Bidder of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Bidder.

P. Claims. If the Work or any of Bidder's operations or property is damaged by any other Person, Bidder shall make its claim directly against such Person. If a dispute develops between Bidder and any such other Person concerning the responsibility for any such damage, the dispute shall be resolved with such other Person by whatever method may be available and appropriate, but such dispute shall not be cause for delay in the restoration of the damaged Work, and Bidder shall restore the Work immediately. Failure of Bidder to comply with this Subsection shall entitle Owner to perform, or to have performed, all Work necessary for compliance and to withhold or recover from Bidder the cost of such Work.

Q. Cleanliness of the Work Site and Environs. Bidder shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall remove and properly dispose of all waste and surplus materials from the Work Site each workday in such a manner as may be necessary to conform to Law. Bidder shall sweep and

clean the Work Site, and shall remove from the Work Site all hoses, cables, extension cords and similar materials, as may be necessary to leave the Work Site and adjacent areas in a clean and orderly condition at the end of each workday. If Bidder fails to comply with its obligations under this Section, Owner shall have the right to perform, or to have performed, such obligations and to withhold or recover the cost thereof from Bidder.

R. Damage to the Work, the Work Site, and Other Property. The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the

sole risk and cost of Bidder from the Commencement Date until Final Payment.

S. Governing Law. This Contract/Proposal, and the rights of the parties under this Contract/Proposal shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract/Proposal shall be deemed to be inserted herein.

DATED this 15 day of JUNE, 2015.

Bidder's Status:  ILLINOIS Corporation ( ) Partnership ( ) Individual Proprietor  
(State) (State)

Bidder's Name: CHICAGO METROPOLITAN FIRE PREVENTION CO

Doing Business As (if different):

Signature of Bidder or Authorized Agent: *M.E. Mulryan*

(corporate seal) (if corporation) Printed Name: M.E. MULRYAN, PRESIDENT

Title/Position:

Bidder's Business Address: SAME

Bidder's Business Telephone: 630-833-1110 Facsimile: 630-833-7512

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS
M.E. MULRYAN	PRESIDENT	23669 AVE NORMANDY, OAK BROOK, IL
JAMES O'BRIEN	VICE PRESIDENT	42W858 BARR RD, HANSHIRE, IL

**ACCEPTANCE**

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Grayslake ("Owner") this 30<sup>th</sup> day of June, 2015

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by the Village without further notice of objection and shall be of no effect nor in any circumstances binding upon the Village unless accepted by the Village in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by the Village of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

VILLAGE OF GRAYSLAKE

UBK  
By   
Michael J. Ellis  
Village Manager

Attest:



**ATTACHMENT A  
SUPPLEMENTARY SCHEDULE OF CONTRACT TERMS**

- I. Project: See Attachment B.
- II. Work Site: See Attachment B.
- III. Permits, Licenses, Approvals, and Authorizations: Bidder shall obtain all required governmental permits, licenses, approvals, and authorizations. The Owner will submit initial application materials for said permits. However, the Bidder will be responsible for meeting all requirements of any such permits, including the posting any required bonds and/or sureties.
- IV. Commencement Date: The date of execution of the Contract by Owner.
- V. Completion Date: July 31, 2019
- VI. Insurance Limit Requirements

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory  
 Employer's Liability:  
 \$500,000 ea. accident-injury  
 \$500,000 ea. employee-disease  
 \$500,000 disease-policy

Such insurance shall evidence that coverage applies to the State of Illinois and provide a waiver of subrogation in favor of the Village.

2. Comprehensive Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Comprehensive General Liability

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an "occurrence" basis.

Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

ATTACHMENT A

This Coverage shall apply in excess of the limits stated in 1, 2, and 3 above.

Contractor is required to name the Village of Grayslake as the additional insured for Comprehensive General Liability and Comprehensive Motor Vehicle Liability as required in the Contract and provide the Village with the certificate of insurance and additional insured endorsements.

IX. Per Diem Administrative Charge:

NA

A. General. ~~Two hundred and fifty dollars (\$250.00) per day for each day after the completion date.~~ 6/16/15

X. Contract Bonds Required:

No

**ATTACHMENT B  
SCHEDULE OF PRICES**

PLEASE SEE THE FOLLOWING PAGE(S)

ATTACHMENT B



**ALARM RADIO / MONITORING SYSTEM AGREEMENT By and Between  
CHICAGO METROPOLITAN FIRE PREVENTION COMPANY  
820 North Addison Avenue, Elmhurst, Illinois 60126  
and  
SUBSCRIBER**

01FMN/01FRL

This will authorize CHICAGO METROPOLITAN FIRE PREVENTION CO., hereafter known as CMFP or its assigns to install in the premises of; GRAYSLAKE VILLAGE HALL (SUBSCRIBER) at: 10 S SEYMOUR AVE City: GRAYSLAKE, State: IL Zip Code: 60030 the following alarm radio monitoring system (hereafter described as "System") as follows: Radio Transmitter, Batteries, Transformer, and Antenna.

1. **SYSTEM SERVICE:** The SUBSCRIBER agrees to procure fire alarm system monitoring service during the term of this Agreement from CMFP. The alarm monitoring fee shall include standard installation and use/maintenance of the radio transmitter located at the SUBSCRIBER'S property or place of business, use/ maintenance and monitoring of the System. Non-standard installation charges are the responsibility of the SUBSCRIBER. CMFP shall be responsible for all parts and labor required to repair equipment which has become defective through normal wear and usage. Any repairs rendered necessary by alteration or repair to premises, fire, water, vandalism, acts of God or extraneous causes which necessitates replacing damaged components or rewiring any part of the System, said costs shall be paid by SUBSCRIBER.
2. **TERM, PAYMENT, RENEWAL:** SUBSCRIBER hereby agrees to pay CMFP the following:  
**Use/Maintenance and Monitoring Fee is \$ 25.00 per month, payable quarterly in advance, and due within 30 days of invoice date. This monthly charge is subject to increase as set forth in Paragraph 4 and-12. In addition, together with the first quarterly payment as set forth above, SUBSCRIBER shall pay the pro rate share of the charges for the period in which service commenced.**
3. The term of this Agreement shall commence on the date of installation and shall expire on the 31<sup>st</sup> day of July, 2019. This Agreement shall renew automatically for successive periods of five (5) years thereafter unless the party desiring cancellation gives the non-cancelling party written notice of termination by registered mail no later than ninety (90) days prior to the aforesaid expiration date or to any successive anniversary (renewal) date, as the case may be.
4. SUBSCRIBER hereby agrees that CMFP may, at its option and upon thirty (30) days notice to SUBSCRIBER, at any time increase or decrease the use/maintenance and monitoring charge provided for herein or in any renewal hereof, and such increase of not more than five percent (5%) more than the prior charges for the previous calendar year, or decrease shall not constitute cause for termination by SUBSCRIBER of this Agreement. In the event CMFP increases the use/maintenance and monitoring charges by more than 5 percent (5%) then, and only then, SUBSCRIBER may cancel the then unexpired term of this Agreement by so notifying CMFP in writing by registered mail within thirty (30) days of CMFP'S notice of such proposed increase.
5. **CMFP LIABILITY DISCLAIMER OF WARRANTIES:** CMFP DOES NOT REPRESENT OR WARRANT THAT THE ALARM SYSTEM OR THE MONITORING THEREOF WILL PREVENT ANY LOSS BY FIRE OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT CMFP HAS MADE NO REPRESENTATIONS OF WARRANTIES, EXPRESSED 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 THE SUBSCRIBER RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR DEEMED TO CREATE AND EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTENDED BEYOND THE DESCRIPTION ON THE FACE HEREOF. SUBSCRIBER FURTHER ACKNOWLEDGES AND AGREES: (A) THAT CMFP IS NOT AN INSURER; (B) THAT SUBSCRIBER ASSUMES ALL RISK OF LOSS OR DAMAGE TO SUBSCRIBER'S PREMISES OR TO THE CONTENTS THEREOF; (C) AND THAT THE SUBSCRIBER HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY TO PARAGRAPHS (5), (6) AND (7) WHICH SET FORTH LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE EVENT OF ANY LOSS OR DAMAGE TO SUBSCRIBER OR ANYONE ELSE.
6. **CMFP IS NOT AN INSURER; LIMIT OF LIABILITY:** It is understood and agreed that since CMFP is not an insurer, insurance if desired, will be the sole responsibility of SUBSCRIBER. SUBSCRIBER further acknowledges the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the SUBSCRIBER'S property or the property of others located on SUBSCRIBER'S premises. CMFP makes no guarantee or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences thereof from which the system or service is designed to detect or avert. SUBSCRIBER acknowledges that it is impractical and extremely difficult to fix actual damages if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to installation, service, maintenance, or monitoring or the failure of the system to properly operate with resulting loss to SUBSCRIBER because of, among other things:
  - A. The uncertain amount of value of the SUBSCRIBER'S property or the property of others kept on the premises which may be destroyed, damaged, or otherwise affected by occurrences which the system or service is designed to detect or avert;
  - B. The uncertainty of the response time of any fire department, should the fire department be dispatched as a result of a signal being received or an audible device sounding;
  - C. The inability to ascertain what portion, if any, of any loss would be proximately caused by CMFP's failure to perform or by the equipment to properly operate; and
  - D. The nature of the service to be performed by CMFP. SUBSCRIBER understands and agrees that if, notwithstanding the above provisions, CMFP should be found liable for personal injury or property loss or damage due from failure of CMFP's obligations herein, including but not limited to, installation, use/ maintenance, monitoring, service or the failure or the malfunction of the system or equipment in any respect whatsoever, CMFP's liability shall be limited to a sum equal to the total of six (6) month charges or Three Hundred (\$300.00) Dollars, whichever is the lesser, and this liability shall be exclusive and shall be paid and received as liquidated damages and not as a penalty. The provisions of this section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or nonperformance of any obligation imposed by this contract or from negligence, active or otherwise, of CMFP, its agents, servants, assigns or employees.

If SUBSCRIBER wishes CMFP to assume greater liability, SUBSCRIBER has the right to obtain from CMFP, if available, a higher limit by paying an additional amount for the increase in liability, and a rider shall be attached hereto setting forth such higher limit and additional cost, but such additional obligation shall in no way be interpreted to hold CMFP as an insurer.

7. **THIRD PARTY INDEMNIFICATION:** In the event any person, not a party to this Agreement, shall make any claim or file any lawsuit against CMFP, for any reason relating to CMFP's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, monitoring, operation or nonoperation of the alarm system, SUBSCRIBER agrees to indemnify, defend and hold CMFP harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims are based on alleged intentional conduct, active or passive, negligence, express or implied contract or warranty, contribution or indemnification or strict or product liability on the part of CMFP, its agents, servants, assigns or employees.  
  
This Agreement by SUBSCRIBER to indemnify CMFP against third party claims hereinabove set forth shall not apply to losses, damages, expenses and liability, resulting in injury or death to third persons or injury to property of third persons or injury to property of third persons, which losses, damages, expenses and liability occur while an employee of CMFP is on SUBSCRIBER'S premises and which losses, damages and liability are solely and directly caused by the acts of said employee.
8. **PRIOR AGREEMENTS:** SUBSCRIBER warrants and represents that it is not under any enforceable Agreement with any other party concerning alarm systems of any kind and description installed at the premises and furthermore SUBSCRIBER agrees to indemnify and save harmless CMFP against all claims, demands, suits, expenses and damages by judgment or otherwise, which may be now or hereafter incurred as a result of arising out of or any Agreement that SUBSCRIBER may have entered into with any party concerning any such alarm system of every kind and description. SUBSCRIBER will pay all said sums, including reasonable attorney's fees incurred in the enforcement of this indemnity provision.
9. **SYSTEM OPERATION:** SUBSCRIBER acknowledges that the service provided herein requires the fire alarm system to be fully operational which shall be the sole and exclusive responsibility of the SUBSCRIBER. The fire alarm system is to be kept in working condition by SUBSCRIBER'S Alarm Company. CMFP cannot be responsible, at any time, for its working condition, or failure of same.
10. An inoperative system due to failure of SUBSCRIBER to notify CMFP by registered mail of the need of repairs does not constitute a breach of this Agreement on the part of CMFP, nor does it waive CMFP's right to the payments due under this Agreement.
11. **ADDITIONAL CHARGES:** In addition to the monitoring and use/maintenance service charges above, the SUBSCRIBER agrees to pay municipal, state, federal taxes, sales taxes, assessments or fees or connecting conductors between SUBSCRIBER and CMFP.
12. **INCREASE IN MONTHLY CHARGES:** CMFP shall have the right, at any time, to increase monthly charges provided herein to reflect increases in federal, state and local taxes, utility charges, municipal fees and charges, which hereinafter are imposed on CMFP which relate to the services provided under this Agreement, and SUBSCRIBER agrees to pay such increased monthly charges.
13. **DELINQUENCY; RECONNECT CHARGES; INTEREST:** In the event any payment due hereunder is more than ten (10) days delinquent, CMFP may impose and collect a delinquency charge of 1.50% per month (18% per annum), or the highest amount allowed under the law, whichever is less of the amount of the delinquency. If the System is deactivated because of SUBSCRIBER'S past due balance, and if SUBSCRIBER desires to have the system reactivated, SUBSCRIBER agrees to pay in advance to CMFP a reconnect charge to be fixed by CMFP in a reasonable amount.
14. SUBSCRIBER agrees that the System is and shall remain personal property and is comprised of the devices or components chosen as the level of protection and all conduit, wire, wiremold, connections and other material used to connect the devices or components as configured by CMFP. CMFP may, at its option, remove the System at any time for non-payment of any sums or other charges due and payable under this Agreement, and removal of the System shall not be held to constitute a waiver of rights of CMFP to collect any sums or other charges then due and payable and to become due and payable thereafter under this Agreement until the expiration thereof.
15. It is understood that the System is personal property, not a fixture and that title to the System remains in CMFP. SUBSCRIBER hereby authorizes CMFP or its assigns to remove said System, including all component parts, conduit, wire, wiremold and all connections and other materials comprising said System, upon the termination of this Agreement by lapse of time, for non-payment of any sums due hereunder, or otherwise, and CMFP is not obligated to repair or redecorate any part of the SUBSCRIBER'S premises upon removal of said System, and said removal shall never constitute a waiver of CMFP's right to collect any sums which are due or may become due under this Agreement. CMFP shall be entitled to collect all expenses incurred in enforcing any of the terms of this Agreement, including but not limited to attorneys' fees and costs. Attorneys' fees are defined for purpose of this Agreement as the normal hourly rate charged by the attorneys, other professionals or paraprofessionals and their staff selected, multiplied by the actual number of hours spent by such attorneys, other professionals or paraprofessionals.
16. SUBSCRIBER agrees to return said System upon the termination of this Agreement, in as good condition as the time it was installed, ordinary wear and tear are expected. It is agreed that SUBSCRIBER will not permit foreign devices to be connected to the System (SUBSCRIBER hereby agrees to include replacement cost of alarm installation and equipment to SUBSCRIBER'S Fire Insurance Policy in the name of CMFP).
17. **ASSIGNEES/SUBCONTRACTORS OF CMFP:** CMFP 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 services which it may perform. SUBSCRIBER acknowledges that this Agreement, and particularly those paragraphs relating to CMFP's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors of CMFP, and that they bind SUBSCRIBER with respect to said subcontractors with the same force and effect as they bind SUBSCRIBER to CMFP.
18. **SELECTION OF SYSTEM COMPONENTS:** The SUBSCRIBER agrees that CMFP shall have no liability for the failure to install any equipment or systems not designated to be installed in this Agreement.
19. **SUBSCRIBER'S PURCHASE ORDER:** SUBSCRIBER acknowledges that if there is any conflict between this Agreement and SUBSCRIBER'S purchase order or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.
20. **ADDITIONS OR AMENDMENTS:** Any additions or amendments must be signed by all parties. No verbal understanding shall alter the terms of this Agreement.

21. **ATTORNEY'S FEES:** In the event it shall become necessary for CMFP to institute legal proceedings to collect the cost of the monthly charge or to otherwise pursue CMFP's rights or enforce SUBSCRIBER'S obligation herein, then, and in such proceedings, SUBSCRIBER shall pay CMFP's reasonable attorney's fees.
22. **INVALID PROVISIONS:** In the event any terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.
23. **ENTIRE INTEGRATED AGREEMENT; MODIFICATION; ALTERATION; WAIVER:** 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 superseded all prior representations, understandings or Agreements of the parties, and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.
24. **NOTICES:** All notices to be given hereunder shall be in writing and must be served, by registered mail, postage prepaid at the address shown herein.
25. **TEST/INSPECTION:** This Agreement does not provide for Test/Inspection of the SUBSCRIBER'S fire alarm system. If SUBSCRIBER so requests, CMFP will perform a Test/Inspections of the fire alarm system on an annual, semi-annual, quarterly or monthly basis pursuant to the requirement of the local authority having jurisdiction under separate Agreement.
26. **CMFP desires to connect wireless radios into the system with little or no impact on the subscriber. Before CMFP approves a wireless connection, the SUBSCRIBER shall ensure the following connection requirements are in place:**
  - A. The SUBSCRIBER'S fire alarm system must be in good working order before the radio transmitter can be installed.
  - B. The SUBSCRIBER'S fire alarm company must supply one of the following activation devices and the point of connection wires or terminals must be clearly tagged:
    - a) a reverse polarity module (12vdc to 24vdc) with filtered and regulated power void of ac ripple
    - b) supervised alarm and trouble dry contacts
  - C. If the SUBSCRIBER'S fire alarm company wishes to be present at the time of connection, they must schedule an appointment through CMFP.
27. **RECEIPT OF COPY:** SUBSCRIBER'S acknowledges receipt of a copy of this Agreement.
28. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Illinois. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, Dupage County, Illinois.
29. This Agreement is not assignable by SUBSCRIBER except upon the written consent of CMFP first being obtained. The SUBSCRIBER may not assign any rights inuring under this contract or under the relationship created hereby either voluntarily or by operation of law without having first obtained the written consent of CMFP.
30. This Agreement is not binding unless approved in writing by an authorized agent of CMFP. SUBSCRIBER acknowledges that there are no verbal understandings changing, modifying or altering any of the terms of this Agreement. This Agreement shall not be modified, revised or altered hereafter unless expressly acknowledged in a writing signed by SUBSCRIBER and CMFP.

This Agreement shall not be binding upon CHICAGO METROPOLITAN FIRE PREVENTION CO., unless approved in writing by an authorized representative at CHICAGO METROPOLITAN FIRE PREVENTION CO. In the event of nonapproval, the only liability of CHICAGO METROPOLITAN FIRE PREVENTION CO. shall be to return to SUBSCRIBER the amount, if any, paid to CHICAGO METROPOLITAN FIRE PREVENTION CO., by SUBSCRIBER upon the signing of this Agreement.

**SUBSCRIBER'S ACCEPTANCE:** In accepting this Agreement each signatory to this Agreement represents that he/she has the authority to enter into this Agreement and SUBSCRIBER agrees to the terms and conditions contained herein.

Subscriber's Firm Name: GRAYSLAKE VILLAGE HALL

Chicago Metropolitan Fire Prevention Co.

✓ VBK  
  
 Subscriber Signature

  
 Signature

✓ Mike Ellis  
 Print Name

M.E. MULRYAN, PRESIDENT  
 Print Name

✓ Village Manager  
 Title

\_\_\_\_\_  
 Title

✓ 7/1/15  
 Date

06-30-15  
 Date



ATTACHMENT B

ALARM RADIO / MONITORING SYSTEM AGREEMENT By and Between  
CHICAGO METROPOLITAN FIRE PREVENTION COMPANY  
820 North Addison Avenue, Elmhurst, Illinois 60126  
and  
SUBSCRIBER

01FMN/01FRL

This will authorize CHICAGO METROPOLITAN FIRE PREVENTION CO., hereafter known as CMFP or its assigns to install in the premises of; MUNICIPAL HISTORY MUSEUM (SUBSCRIBER) at: 164 HAWLEY ST City: GRAYSLAKE, State: IL Zip Code: 60030 the following alarm radio monitoring system (hereafter described as "System") as follows: Radio Transmitter, Batteries, Transformer, and Antenna.

1. **SYSTEM SERVICE:** The SUBSCRIBER agrees to procure fire alarm system monitoring service during the term of this Agreement from CMFP. The alarm monitoring fee shall include standard installation and use/maintenance of the radio transmitter located at the SUBSCRIBER'S property or place of business, use/ maintenance and monitoring of the System. Non-standard installation charges are the responsibility of the SUBSCRIBER. CMFP shall be responsible for all parts and labor required to repair equipment which has become defective through normal wear and usage. Any repairs rendered necessary by alteration or repair to premises, fire, water, vandalism, acts of God or extraneous causes which necessitates replacing damaged components or rewiring any part of the System, said costs shall be paid by SUBSCRIBER.
2. **TERM, PAYMENT, RENEWAL:** SUBSCRIBER hereby agrees to pay CMFP the following:  
Use/Maintenance and Monitoring Fee is \$ 25.00 per month, payable quarterly in advance, and due within 30 days of invoice date. This monthly charge is subject to increase as set forth in Paragraph 4 and-12. In addition, together with the first quarterly payment as set forth above, SUBSCRIBER shall pay the pro rate share of the charges for the period in which service commenced.
3. The term of this Agreement shall commence on the date of installation and shall expire on the 31<sup>st</sup> day of July, 2019. This Agreement shall renew automatically for successive periods of five (5) years thereafter unless the party desiring cancellation gives the non-cancelling party written notice of termination by registered mail no later than ninety (90) days prior to the aforesaid expiration date or to any successive anniversary (renewal) date, as the case may be.
4. SUBSCRIBER hereby agrees that CMFP may, at its option and upon thirty (30) days notice to SUBSCRIBER, at any time increase or decrease the use/maintenance and monitoring charge provided for herein or in any renewal hereof, and such increase of not more than five percent (5%) more than the prior charges for the previous calendar year, or decrease shall not constitute cause for termination by SUBSCRIBER of this Agreement. In the event CMFP increases the use/maintenance and monitoring charges by more than 5 percent (5%) then, and only then, SUBSCRIBER may cancel the then unexpired term of this Agreement by so notifying CMFP in writing by registered mail within thirty (30) days of CMFP'S notice of such proposed increase.
5. **CMFP LIABILITY DISCLAIMER OF WARRANTIES:** CMFP DOES NOT REPRESENT OR WARRANT THAT THE ALARM SYSTEM OR THE MONITORING THEREOF WILL PREVENT ANY LOSS BY FIRE OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT CMFP HAS MADE NO REPRESENTATIONS OF WARRANTIES, EXPRESSED 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 THE SUBSCRIBER RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR DEEMED TO CREATE AND EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTENDED BEYOND THE DESCRIPTION ON THE FACE HEREOF. SUBSCRIBER FURTHER ACKNOWLEDGES AND AGREES: (A) THAT CMFP IS NOT AN INSURER; (B) THAT SUBSCRIBER ASSUMES ALL RISK OF LOSS OR DAMAGE TO SUBSCRIBER'S PREMISES OR TO THE CONTENTS THEREOF; (C) AND THAT THE SUBSCRIBER HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY TO PARAGRAPHS (5), (6) AND (7) WHICH SET FORTH LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE EVENT OF ANY LOSS OR DAMAGE TO SUBSCRIBER OR ANYONE ELSE.
6. **CMFP IS NOT AN INSURER; LIMIT OF LIABILITY:** It is understood and agreed that since CMFP is not an insurer, insurance if desired, will be the sole responsibility of SUBSCRIBER. SUBSCRIBER further acknowledges the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the SUBSCRIBER'S property or the property of others located on SUBSCRIBER'S premises. CMFP makes no guarantee or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences thereof from which the system or service is designed to detect or avert. SUBSCRIBER acknowledges that it is impractical and extremely difficult to fix actual damages if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to installation, service, maintenance, or monitoring or the failure of the system to properly operate with resulting loss to SUBSCRIBER because of, among other things:
  - A. The uncertain amount of value of the SUBSCRIBER'S property or the property of others kept on the premises which may be destroyed, damaged, or otherwise affected by occurrences which the system or service is designed to detect or avert;
  - B. The uncertainty of the response time of any fire department, should the fire department be dispatched as a result of a signal being received or an audible device sounding;
  - C. The inability to ascertain what portion, if any, of any loss would be proximately caused by CMFP's failure to perform or by the equipment to properly operate; and
  - D. The nature of the service to be performed by CMFP. SUBSCRIBER understands and agrees that if, notwithstanding the above provisions, CMFP should be found liable for personal injury or property loss or damage due from failure of CMFP's obligations herein, including but not limited to, installation, use/ maintenance, monitoring, service or the failure or the malfunction of the system or equipment in any respect whatsoever, CMFP's liability shall be limited to a sum equal to the total of six (6) month charges or Three Hundred (\$300.00) Dollars, whichever is the lesser, and this liability shall be exclusive and shall be paid and received as liquidated damages and not as a penalty. The provisions of this section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or nonperformance of any obligation imposed by this contract or from negligence, active or otherwise, of CMFP, its agents, servants, assigns or employees.

If SUBSCRIBER wishes CMFP to assume greater liability, SUBSCRIBER has the right to obtain from CMFP, if available, a higher limit by paying an additional amount for the increase in liability, and a rider shall be attached hereto setting forth such higher limit and additional cost, but such additional obligation shall in no way be interpreted to hold CMFP as an insurer.

7. **THIRD PARTY INDEMNIFICATION:** In the event any person, not a party to this Agreement, shall make any claim or file any lawsuit against CMFP, for any reason relating to CMFP's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, monitoring, operation or nonoperation of the alarm system, SUBSCRIBER agrees to indemnify, defend and hold CMFP harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims are based on alleged intentional conduct, active or passive, negligence, express or implied contract or warranty, contribution or indemnification or strict or product liability on the part of CMFP, its agents, servants, assigns or employees.  
  
This Agreement by SUBSCRIBER to indemnify CMFP against third party claims hereinabove set forth shall not apply to losses, damages, expenses and liability, resulting in injury or death to third persons or injury to property of third persons or injury to property of third persons, which losses, damages, expenses and liability occur while an employee of CMFP is on SUBSCRIBER'S premises and which losses, damages and liability are solely and directly caused by the acts of said employee.
8. **PRIOR AGREEMENTS:** SUBSCRIBER warrants and represents that it is not under any enforceable Agreement with any other party concerning alarm systems of any kind and description installed at the premises and furthermore SUBSCRIBER agrees to indemnify and save harmless CMFP against all claims, demands, suits, expenses and damages by judgment or otherwise, which may be now or hereafter incurred as a result of arising out of or any Agreement that SUBSCRIBER may have entered into with any party concerning any such alarm system of every kind and description. SUBSCRIBER will pay all said sums, including reasonable attorney's fees incurred in the enforcement of this indemnity provision.
9. **SYSTEM OPERATION:** SUBSCRIBER acknowledges that the service provided herein requires the fire alarm system to be fully operational which shall be the sole and exclusive responsibility of the SUBSCRIBER. The fire alarm system is to be kept in working condition by SUBSCRIBER'S Alarm Company. CMFP cannot be responsible, at any time, for its working condition, or failure of same.
10. An inoperative system due to failure of SUBSCRIBER to notify CMFP by registered mail of the need of repairs does not constitute a breach of this Agreement on the part of CMFP, nor does it waive CMFP's right to the payments due under this Agreement.
11. **ADDITIONAL CHARGES:** In addition to the monitoring and use/maintenance service charges above, the SUBSCRIBER agrees to pay municipal, state, federal taxes, sales taxes, assessments or fees or connecting conductors between SUBSCRIBER and CMFP.
12. **INCREASE IN MONTHLY CHARGES:** CMFP shall have the right, at any time, to increase monthly charges provided herein to reflect increases in federal, state and local taxes, utility charges, municipal fees and charges, which hereinafter are imposed on CMFP which relate to the services provided under this Agreement, and SUBSCRIBER agrees to pay such increased monthly charges.
13. **DELINQUENCY; RECONNECT CHARGES; INTEREST:** In the event any payment due hereunder is more than ten (10) days delinquent, CMFP may impose and collect a delinquency charge of 1.50% per month (18% per annum), or the highest amount allowed under the law, whichever is less of the amount of the delinquency. If the System is deactivated because of SUBSCRIBER'S past due balance, and if SUBSCRIBER desires to have the system reactivated, SUBSCRIBER agrees to pay in advance to CMFP a reconnect charge to be fixed by CMFP in a reasonable amount.
14. SUBSCRIBER agrees that the System is and shall remain personal property and is comprised of the devices or components chosen as the level of protection and all conduit, wire, wiremold, connections and other material used to connect the devices or components as configured by CMFP. CMFP may, at its option, remove the System at any time for non-payment of any sums or other charges due and payable under this Agreement, and removal of the System shall not be held to constitute a waiver of rights of CMFP to collect any sums or other charges then due and payable and to become due and payable thereafter under this Agreement until the expiration thereof.
15. It is understood that the System is personal property, not a fixture and that title to the System remains in CMFP. SUBSCRIBER hereby authorizes CMFP or its assigns to remove said System, including all component parts, conduit, wire, wiremold and all connections and other materials comprising said System, upon the termination of this Agreement by lapse of time, for non-payment of any sums due hereunder, or otherwise, and CMFP is not obligated to repair or redecorate any part of the SUBSCRIBER'S premises upon removal of said System, and said removal shall never constitute a waiver of CMFP's right to collect any sums which are due or may become due under this Agreement. CMFP shall be entitled to collect all expenses incurred in enforcing any of the terms of this Agreement, including but not limited to attorneys' fees and costs. Attorneys' fees are defined for purpose of this Agreement as the normal hourly rate charged by the attorneys, other professionals or paraprofessionals and their staff selected, multiplied by the actual number of hours spent by such attorneys, other professionals or paraprofessionals.
16. SUBSCRIBER agrees to return said System upon the termination of this Agreement, in as good condition as the time it was installed, ordinary wear and tear are expected. It is agreed that SUBSCRIBER will not permit foreign devices to be connected to the System (SUBSCRIBER hereby agrees to include replacement cost of alarm installation and equipment to SUBSCRIBER'S Fire Insurance Policy in the name of CMFP).
17. **ASSIGNEES/SUBCONTRACTORS OF CMFP:** CMFP 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 services which it may perform. SUBSCRIBER acknowledges that this Agreement, and particularly those paragraphs relating to CMFP's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors of CMFP, and that they bind SUBSCRIBER with respect to said subcontractors with the same force and effect as they bind SUBSCRIBER to CMFP.
18. **SELECTION OF SYSTEM COMPONENTS:** The SUBSCRIBER agrees that CMFP shall have no liability for the failure to install any equipment or systems not designated to be installed in this Agreement.
19. **SUBSCRIBER'S PURCHASE ORDER:** SUBSCRIBER acknowledges that if there is any conflict between this Agreement and SUBSCRIBER'S purchase order or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.
20. **ADDITIONS OR AMENDMENTS:** Any additions or amendments must be signed by all parties. No verbal understanding shall alter the terms of this Agreement.

21. **ATTORNEY'S FEES:** In the event it shall become necessary for CMFP to institute legal proceedings to collect the cost of the monthly charge or to otherwise pursue CMFP's rights or enforce SUBSCRIBER'S obligation herein, then, and in such proceedings, SUBSCRIBER shall pay CMFP's reasonable attorney's fees.
22. **INVALID PROVISIONS:** In the event any terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.
23. **ENTIRE INTEGRATED AGREEMENT; MODIFICATION; ALTERATION; WAIVER:** 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 superseded all prior representations, understandings or Agreements of the parties, and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.
24. **NOTICES:** All notices to be given hereunder shall be in writing and must be served, by registered mail, postage prepaid at the address shown herein.
25. **TEST/INSPECTION:** This Agreement does not provide for Test/Inspection of the SUBSCRIBER'S fire alarm system. If SUBSCRIBER so requests, CMFP will perform a Test/Inspections of the fire alarm system on an annual, semi-annual, quarterly or monthly basis pursuant to the requirement of the local authority having jurisdiction under separate Agreement.
26. **CMFP desires to connect wireless radios into the system with little or no impact on the subscriber. Before CMFP approves a wireless connection, the SUBSCRIBER shall ensure the following connection requirements are in place:**
  - A. The SUBSCRIBER'S fire alarm system must be in good working order before the radio transmitter can be installed.
  - B. The SUBSCRIBER'S fire alarm company must supply one of the following activation devices and the point of connection wires or terminals must be clearly tagged:
    - a) a reverse polarity module (12vdc to 24vdc) with filtered and regulated power void of ac ripple
    - b) supervised alarm and trouble dry contacts
  - C. If the SUBSCRIBER'S fire alarm company wishes to be present at the time of connection, they must schedule an appointment through CMFP.
27. **RECEIPT OF COPY:** SUBSCRIBER'S acknowledges receipt of a copy of this Agreement.
28. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Illinois. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, Dupage County, Illinois.
29. This Agreement is not assignable by SUBSCRIBER except upon the written consent of CMFP first being obtained. The SUBSCRIBER may not assign any rights inuring under this contract or under the relationship created hereby either voluntarily or by operation of law without having first obtained the written consent of CMFP.
30. This Agreement is not binding unless approved in writing by an authorized agent of CMFP. SUBSCRIBER acknowledges that there are no verbal understandings changing, modifying or altering any of the terms of this Agreement. This Agreement shall not be modified, revised or altered hereafter unless expressly acknowledged in a writing signed by SUBSCRIBER and CMFP.

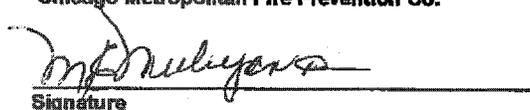
This Agreement shall not be binding upon CHICAGO METROPOLITAN FIRE PREVENTION CO., unless approved in writing by an authorized representative at CHICAGO METROPOLITAN FIRE PREVENTION CO. In the event of nonapproval, the only liability of CHICAGO METROPOLITAN FIRE PREVENTION CO. shall be to return to SUBSCRIBER the amount, if any, paid to CHICAGO METROPOLITAN FIRE PREVENTION CO., by SUBSCRIBER upon the signing of this Agreement.

**SUBSCRIBER'S ACCEPTANCE:** In accepting this Agreement each signatory to this Agreement represents that he/she has the authority to enter into this Agreement and SUBSCRIBER agrees to the terms and conditions contained herein.

Subscriber's Firm Name: MUNICIPAL HISTORY MUSEUM

Chicago Metropolitan Fire Prevention Co.

  
 Subscriber Signature

  
 Signature

✓ Michael J. Ellis  
 Print Name

M.E. MULRYAN, PRESIDENT  
 Print Name

✓ Village Manager  
 Title

\_\_\_\_\_  
 Title

✓ 7/1/15  
 Date

06-30-15  
 Date



ATTACHMENT B

ALARM RADIO / MONITORING SYSTEM AGREEMENT By and Between  
CHICAGO METROPOLITAN FIRE PREVENTION COMPANY  
820 North Addison Avenue, Elmhurst, Illinois 60126  
and  
SUBSCRIBER

01FMN/01FRL

This will authorize CHICAGO METROPOLITAN FIRE PREVENTION CO., hereafter known as CMFP or its assigns to install in the premises of, GRAYSLAKE FPD STATION 3 (SUBSCRIBER) at: 22405 W BEHM LN City: GRAYSLAKE, State: IL Zip Code: 60030 the following alarm radio monitoring system (hereafter described as "System") as follows: Radio Transmitter, Batteries, Transformer, and Antenna.

1. **SYSTEM SERVICE:** The SUBSCRIBER agrees to procure fire alarm system monitoring service during the term of this Agreement from CMFP. The alarm monitoring fee shall include standard installation and use/maintenance of the radio transmitter located at the SUBSCRIBER'S property or place of business, use/ maintenance and monitoring of the System. Non-standard installation charges are the responsibility of the SUBSCRIBER. CMFP shall be responsible for all parts and labor required to repair equipment which has become defective through normal wear and usage. Any repairs rendered necessary by alteration or repair to premises, fire, water, vandalism, acts of God or extraneous causes which necessitates replacing damaged components or rewiring any part of the System, said costs shall be paid by SUBSCRIBER.
2. **TERM, PAYMENT, RENEWAL:** SUBSCRIBER hereby agrees to pay CMFP the following:  
**Use/Maintenance and Monitoring Fee is \$ 25.00 per month, payable quarterly in advance, and due within 30 days of invoice date. This monthly charge is subject to increase as set forth in Paragraph 4 and-12. In addition, together with the first quarterly payment as set forth above, SUBSCRIBER shall pay the pro rate share of the charges for the period in which service commenced.**
3. The term of this Agreement shall commence on the date of installation and shall expire on the 31<sup>st</sup> day of July, 2019. This Agreement shall renew automatically for successive periods of five (5) years thereafter unless the party desiring cancellation gives the non-cancelling party written notice of termination by registered mail no later than ninety (90) days prior to the aforesaid expiration date or to any successive anniversary (renewal) date, as the case may be.
4. SUBSCRIBER hereby agrees that CMFP may, at its option and upon thirty (30) days notice to SUBSCRIBER, at any time increase or decrease the use/maintenance and monitoring charge provided for herein or in any renewal hereof, and such increase of not more than five percent (5%) more than the prior charges for the previous calendar year, or decrease shall not constitute cause for termination by SUBSCRIBER of this Agreement. In the event CMFP increases the use/maintenance and monitoring charges by more than 5 percent (5%) then, and only then, SUBSCRIBER may cancel the then unexpired term of this Agreement by so notifying CMFP in writing by registered mail within thirty (30) days of CMFP'S notice of such proposed increase.
5. **CMFP LIABILITY DISCLAIMER OF WARRANTIES:** CMFP DOES NOT REPRESENT OR WARRANT THAT THE ALARM SYSTEM OR THE MONITORING THEREOF WILL PREVENT ANY LOSS BY FIRE OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT CMFP HAS MADE NO REPRESENTATIONS OF WARRANTIES, EXPRESSED 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 THE SUBSCRIBER RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR DEEMED TO CREATE AND EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTENDED BEYOND THE DESCRIPTION ON THE FACE HEREOF. SUBSCRIBER FURTHER ACKNOWLEDGES AND AGREES: (A) THAT CMFP IS NOT AN INSURER; (B) THAT SUBSCRIBER ASSUMES ALL RISK OF LOSS OR DAMAGE TO SUBSCRIBER'S PREMISES OR TO THE CONTENTS THEREOF; (C) AND THAT THE SUBSCRIBER HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY TO PARAGRAPHS (5), (6) AND (7) WHICH SET FORTH LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE EVENT OF ANY LOSS OR DAMAGE TO SUBSCRIBER OR ANYONE ELSE.
6. **CMFP IS NOT AN INSURER; LIMIT OF LIABILITY:** It is understood and agreed that since CMFP is not an insurer, insurance if desired, will be the sole responsibility of SUBSCRIBER. SUBSCRIBER further acknowledges the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the SUBSCRIBER'S property or the property of others located on SUBSCRIBER'S premises. CMFP makes no guarantee or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences thereof from which the system or service is designed to detect or avert. SUBSCRIBER acknowledges that it is impractical and extremely difficult to fix actual damages if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to installation, service, maintenance, or monitoring or the failure of the system to properly operate with resulting loss to SUBSCRIBER because of, among other things:
  - A. The uncertain amount of value of the SUBSCRIBER'S property or the property of others kept on the premises which may be destroyed, damaged, or otherwise affected by occurrences which the system or service is designed to detect or avert;
  - B. The uncertainty of the response time of any fire department, should the fire department be dispatched as a result of a signal being received or an audible device sounding;
  - C. The inability to ascertain what portion, if any, of any loss would be proximately caused by CMFP's failure to perform or by the equipment to properly operate; and
  - D. The nature of the service to be performed by CMFP. SUBSCRIBER understands and agrees that if, notwithstanding the above provisions, CMFP should be found liable for personal injury or property loss or damage due from failure of CMFP's obligations herein, including but not limited to, installation, use/ maintenance, monitoring, service or the failure or the malfunction of the system or equipment in any respect whatsoever, CMFP's liability shall be limited to a sum equal to the total of six (6) month charges or Three Hundred (\$300.00) Dollars, whichever is the lesser, and this liability shall be exclusive and shall be paid and received as liquidated damages and not as a penalty. The provisions of this section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or nonperformance of any obligation imposed by this contract or from negligence, active or otherwise, of CMFP, its agents, servants, assigns or employees.

If SUBSCRIBER wishes CMFP to assume greater liability, SUBSCRIBER has the right to obtain from CMFP, if available, a higher limit by paying an additional amount for the increase in liability, and a rider shall be attached hereto setting forth such higher limit and additional cost, but such additional obligation shall in no way be interpreted to hold CMFP as an insurer.

7. **THIRD PARTY INDEMNIFICATION:** In the event any person, not a party to this Agreement, shall make any claim or file any lawsuit against CMFP, for any reason relating to CMFP's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, monitoring, operation or nonoperation of the alarm system, SUBSCRIBER agrees to indemnify, defend and hold CMFP harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims are based on alleged intentional conduct, active or passive, negligence, express or implied contract or warranty, contribution or indemnification or strict or product liability on the part of CMFP, its agents, servants, assigns or employees.  
  
This Agreement by SUBSCRIBER to indemnify CMFP against third party claims hereinabove set forth shall not apply to losses, damages, expenses and liability, resulting in injury or death to third persons or injury to property of third persons or injury to property of third persons, which losses, damages, expenses and liability occur while an employee of CMFP is on SUBSCRIBER'S premises and which losses, damages and liability are solely and directly caused by the acts of said employee.
8. **PRIOR AGREEMENTS:** SUBSCRIBER warrants and represents that it is not under any enforceable Agreement with any other party concerning alarm systems of any kind and description installed at the premises and furthermore SUBSCRIBER agrees to indemnify and save harmless CMFP against all claims, demands, suits, expenses and damages by judgment or otherwise, which may be now or hereafter incurred as a result of arising out of or any Agreement that SUBSCRIBER may have entered into with any party concerning any such alarm system of every kind and description. SUBSCRIBER will pay all said sums, including reasonable attorney's fees incurred in the enforcement of this indemnity provision.
9. **SYSTEM OPERATION:** SUBSCRIBER acknowledges that the service provided herein requires the fire alarm system to be fully operational which shall be the sole and exclusive responsibility of the SUBSCRIBER. The fire alarm system is to be kept in working condition by SUBSCRIBER'S Alarm Company. CMFP cannot be responsible, at any time, for its working condition, or failure of same.
10. An inoperative system due to failure of SUBSCRIBER to notify CMFP by registered mail of the need of repairs does not constitute a breach of this Agreement on the part of CMFP, nor does it waive CMFP's right to the payments due under this Agreement.
11. **ADDITIONAL CHARGES:** In addition to the monitoring and use/maintenance service charges above, the SUBSCRIBER agrees to pay municipal, state, federal taxes, sales taxes, assessments or fees or connecting conductors between SUBSCRIBER and CMFP.
12. **INCREASE IN MONTHLY CHARGES:** CMFP shall have the right, at any time, to increase monthly charges provided herein to reflect increases in federal, state and local taxes, utility charges, municipal fees and charges, which hereinafter are imposed on CMFP which relate to the services provided under this Agreement, and SUBSCRIBER agrees to pay such increased monthly charges.
13. **DELINQUENCY; RECONNECT CHARGES; INTEREST:** In the event any payment due hereunder is more than ten (10) days delinquent, CMFP may impose and collect a delinquency charge of 1.50% per month (18% per annum), or the highest amount allowed under the law, whichever is less of the amount of the delinquency. If the System is deactivated because of SUBSCRIBER'S past due balance, and if SUBSCRIBER desires to have the system reactivated, SUBSCRIBER agrees to pay in advance to CMFP a reconnect charge to be fixed by CMFP in a reasonable amount.
14. SUBSCRIBER agrees that the System is and shall remain personal property and is comprised of the devices or components chosen as the level of protection and all conduit, wire, wiremold, connections and other material used to connect the devices or components as configured by CMFP. CMFP may, at its option, remove the System at any time for non-payment of any sums or other charges due and payable under this Agreement, and removal of the System shall not be held to constitute a waiver of rights of CMFP to collect any sums or other charges then due and payable and to become due and payable thereafter under this Agreement until the expiration thereof.
15. It is understood that the System is personal property, not a fixture and that title to the System remains in CMFP. SUBSCRIBER hereby authorizes CMFP or its assigns to remove said System, including all component parts, conduit, wire, wiremold and all connections and other materials comprising said System, upon the termination of this Agreement by lapse of time, for non-payment of any sums due hereunder, or otherwise, and CMFP is not obligated to repair or redecorate any part of the SUBSCRIBER'S premises upon removal of said System, and said removal shall never constitute a waiver of CMFP's right to collect any sums which are due or may become due under this Agreement. CMFP shall be entitled to collect all expenses incurred in enforcing any of the terms of this Agreement, including but not limited to attorneys' fees and costs. Attorneys' fees are defined for purpose of this Agreement as the normal hourly rate charged by the attorneys, other professionals or paraprofessionals and their staff selected, multiplied by the actual number of hours spent by such attorneys, other professionals or paraprofessionals.
16. SUBSCRIBER agrees to return said System upon the termination of this Agreement, in as good condition as the time it was installed, ordinary wear and tear are expected. It is agreed that SUBSCRIBER will not permit foreign devices to be connected to the System (SUBSCRIBER hereby agrees to include replacement cost of alarm installation and equipment to SUBSCRIBER'S Fire Insurance Policy in the name of CMFP).
17. **ASSIGNEES/SUBCONTRACTORS OF CMFP:** CMFP 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 services which it may perform. SUBSCRIBER acknowledges that this Agreement, and particularly those paragraphs relating to CMFP's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors of CMFP, and that they bind SUBSCRIBER with respect to said subcontractors with the same force and effect as they bind SUBSCRIBER to CMFP.
18. **SELECTION OF SYSTEM COMPONENTS:** The SUBSCRIBER agrees that CMFP shall have no liability for the failure to install any equipment or systems not designated to be installed in this Agreement.
19. **SUBSCRIBER'S PURCHASE ORDER:** SUBSCRIBER acknowledges that if there is any conflict between this Agreement and SUBSCRIBER'S purchase order or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.
20. **ADDITIONS OR AMENDMENTS:** Any additions or amendments must be signed by all parties. No verbal understanding shall alter the terms of this Agreement.

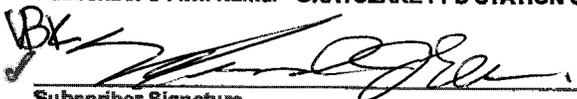
21. **ATTORNEY'S FEES:** In the event it shall become necessary for CMFP to institute legal proceedings to collect the cost of the monthly charge or to otherwise pursue CMFP's rights or enforce SUBSCRIBER'S obligation herein, then, and in such proceedings, SUBSCRIBER shall pay CMFP's reasonable attorney's fees.
22. **INVALID PROVISIONS:** In the event any terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.
23. **ENTIRE INTEGRATED AGREEMENT; MODIFICATION; ALTERATION; WAIVER:** 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 superseded all prior representations, understandings or Agreements of the parties, and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.
24. **NOTICES:** All notices to be given hereunder shall be in writing and must be served, by registered mail, postage prepaid at the address shown herein.
25. **TEST/INSPECTION:** This Agreement does not provide for Test/Inspection of the SUBSCRIBER'S fire alarm system. If SUBSCRIBER so requests, CMFP will perform a Test/Inspections of the fire alarm system on an annual, semi-annual, quarterly or monthly basis pursuant to the requirement of the local authority having jurisdiction under separate Agreement.
26. **CMFP desires to connect wireless radios into the system with little or no impact on the subscriber. Before CMFP approves a wireless connection, the SUBSCRIBER shall ensure the following connection requirements are in place:**
  - A. The SUBSCRIBER'S fire alarm system must be in good working order before the radio transmitter can be installed.
  - B. The SUBSCRIBER'S fire alarm company must supply one of the following activation devices and the point of connection wires or terminals must be clearly tagged:
    - a) a reverse polarity module (12vdc to 24vdc) with filtered and regulated power void of ac ripple
    - b) supervised alarm and trouble dry contacts
  - C. If the SUBSCRIBER'S fire alarm company wishes to be present at the time of connection, they must schedule an appointment through CMFP.
27. **RECEIPT OF COPY:** SUBSCRIBER'S acknowledges receipt of a copy of this Agreement.
28. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Illinois. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, Dupage County, Illinois.
29. This Agreement is not assignable by SUBSCRIBER except upon the written consent of CMFP first being obtained. The SUBSCRIBER may not assign any rights inuring under this contract or under the relationship created hereby either voluntarily or by operation of law without having first obtained the written consent of CMFP.
30. This Agreement is not binding unless approved in writing by an authorized agent of CMFP. SUBSCRIBER acknowledges that there are no verbal understandings changing, modifying or altering any of the terms of this Agreement. This Agreement shall not be modified, revised or altered hereafter unless expressly acknowledged in a writing signed by SUBSCRIBER and CMFP.

This Agreement shall not be binding upon CHICAGO METROPOLITAN FIRE PREVENTION CO., unless approved in writing by an authorized representative at CHICAGO METROPOLITAN FIRE PREVENTION CO. In the event of nonapproval, the only liability of CHICAGO METROPOLITAN FIRE PREVENTION CO. shall be to return to SUBSCRIBER the amount, if any, paid to CHICAGO METROPOLITAN FIRE PREVENTION CO., by SUBSCRIBER upon the signing of this Agreement.

**SUBSCRIBER'S ACCEPTANCE:** In accepting this Agreement each signatory to this Agreement represents that he/she has the authority to enter into this Agreement and SUBSCRIBER agrees to the terms and conditions contained herein.

Subscriber's Firm Name: GRAYSLAKE FPD STATION 3

Chicago Metropolitan Fire Prevention Co.

  
 Subscriber Signature

  
 Signature

✓ Michael J. Ellis  
 Print Name

M.E. MULRYAN, PRESIDENT  
 Print Name

✓ Village Manager  
 Title

\_\_\_\_\_  
 Title

✓ 7/1/15  
 Date

06-30-15  
 Date



ATTACHMENT B  
**ALARM RADIO / MONITORING SYSTEM AGREEMENT** By and Between  
**CHICAGO METROPOLITAN FIRE PREVENTION COMPANY**  
820 North Addison Avenue, Elmhurst, Illinois 60126  
and  
**SUBSCRIBER**

01FMN/01FRL

This will authorize CHICAGO METROPOLITAN FIRE PREVENTION CO., hereafter known as CMFP or its assigns to install in the premises of, METRA STATION (SUBSCRIBER) at: 330 W WASHINGTON ST City: GRAYSLAKE, State: IL, Zip Code: 60030 the following alarm radio monitoring system (hereafter described as "System") as follows: Radio Transmitter, Batteries, Transformer, and Antenna.

1. **SYSTEM SERVICE:** The SUBSCRIBER agrees to procure fire alarm system monitoring service during the term of this Agreement from CMFP. The alarm monitoring fee shall include standard installation and use/maintenance of the radio transmitter located at the SUBSCRIBER'S property or place of business, use/ maintenance and monitoring of the System. Non-standard installation charges are the responsibility of the SUBSCRIBER. CMFP shall be responsible for all parts and labor required to repair equipment which has become defective through normal wear and usage. Any repairs rendered necessary by alteration or repair to premises, fire, water, vandalism, acts of God or extraneous causes which necessitates replacing damaged components or rewiring any part of the System, said costs shall be paid by SUBSCRIBER.
2. **TERM, PAYMENT, RENEWAL:** SUBSCRIBER hereby agrees to pay CMFP the following:  
**Use/Maintenance and Monitoring Fee is \$ 25.00 per month, payable quarterly in advance, and due within 30 days of invoice date. This monthly charge is subject to increase as set forth in Paragraph 4 and-12. In addition, together with the first quarterly payment as set forth above, SUBSCRIBER shall pay the pro rate share of the charges for the period in which service commenced.**
3. The term of this Agreement shall commence on the date of installation and shall expire on the 31<sup>st</sup> day of July, 2019. This Agreement shall renew automatically for successive periods of five (5) years thereafter unless the party desiring cancellation gives the non-cancelling party written notice of termination by registered mail no later than ninety (90) days prior to the aforesaid expiration date or to any successive anniversary (renewal) date, as the case may be.
4. SUBSCRIBER hereby agrees that CMFP may, at its option and upon thirty (30) days notice to SUBSCRIBER, at any time increase or decrease the use/maintenance and monitoring charge provided for herein or in any renewal hereof, and such increase of not more than five percent (5%) more than the prior charges for the previous calendar year, or decrease shall not constitute cause for termination by SUBSCRIBER of this Agreement. In the event CMFP increases the use/maintenance and monitoring charges by more than 5 percent (5%) then, and only then, SUBSCRIBER may cancel the then unexpired term of this Agreement by so notifying CMFP in writing by registered mail within thirty (30) days of CMFP'S notice of such proposed increase.
5. **CMFP LIABILITY DISCLAIMER OF WARRANTIES:** CMFP DOES NOT REPRESENT OR WARRANT THAT THE ALARM SYSTEM OR THE MONITORING THEREOF WILL PREVENT ANY LOSS BY FIRE OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT CMFP HAS MADE NO REPRESENTATIONS OF WARRANTIES, EXPRESSED 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 THE SUBSCRIBER RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR DEEMED TO CREATE AND EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTENDED BEYOND THE DESCRIPTION ON THE FACE HEREOF. SUBSCRIBER FURTHER ACKNOWLEDGES AND AGREES: (A) THAT CMFP IS NOT AN INSURER; (B) THAT SUBSCRIBER ASSUMES ALL RISK OF LOSS OR DAMAGE TO SUBSCRIBER'S PREMISES OR TO THE CONTENTS THEREOF; (C) AND THAT THE SUBSCRIBER HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY TO PARAGRAPHS (5), (6) AND (7) WHICH SET FORTH LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE EVENT OF ANY LOSS OR DAMAGE TO SUBSCRIBER OR ANYONE ELSE.
6. **CMFP IS NOT AN INSURER; LIMIT OF LIABILITY:** It is understood and agreed that since CMFP is not an insurer, insurance if desired, will be the sole responsibility of SUBSCRIBER. SUBSCRIBER further acknowledges the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the SUBSCRIBER'S property or the property of others located on SUBSCRIBER'S premises. CMFP makes no guarantee or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences thereof from which the system or service is designed to detect or avert. SUBSCRIBER acknowledges that it is impractical and extremely difficult to fix actual damages if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to installation, service, maintenance, or monitoring or the failure of the system to properly operate with resulting loss to SUBSCRIBER because of, among other things:
  - A. The uncertain amount of value of the SUBSCRIBER'S property or the property of others kept on the premises which may be destroyed, damaged, or otherwise affected by occurrences which the system or service is designed to detect or avert;
  - B. The uncertainty of the response time of any fire department, should the fire department be dispatched as a result of a signal being received or an audible device sounding;
  - C. The inability to ascertain what portion, if any, of any loss would be proximately caused by CMFP's failure to perform or by the equipment to properly operate; and
  - D. The nature of the service to be performed by CMFP. SUBSCRIBER understands and agrees that if, notwithstanding the above provisions, CMFP should be found liable for personal injury or property loss or damage due from failure of CMFP's obligations herein, including but not limited to, installation, use/ maintenance, monitoring, service or the failure or the malfunction of the system or equipment in any respect whatsoever, CMFP's liability shall be limited to a sum equal to the total of six (6) month charges or Three Hundred (\$300.00) Dollars, whichever is the lesser, and this liability shall be exclusive and shall be paid and received as liquidated damages and not as a penalty. The provisions of this section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or nonperformance of any obligation imposed by this contract or from negligence, active or otherwise, of CMFP, its agents, servants, assigns or employees.

If SUBSCRIBER wishes CMFP to assume greater liability, SUBSCRIBER has the right to obtain from CMFP, if available, a higher limit by paying an additional amount for the increase in liability, and a rider shall be attached hereto setting forth such higher limit and additional cost, but such additional obligation shall in no way be interpreted to hold CMFP as an insurer.

7. **THIRD PARTY INDEMNIFICATION:** In the event any person, not a party to this Agreement, shall make any claim or file any lawsuit against CMFP, for any reason relating to CMFP's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, monitoring, operation or nonoperation of the alarm system, SUBSCRIBER agrees to indemnify, defend and hold CMFP harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims are based on alleged intentional conduct, active or passive, negligence, express or implied contract or warranty, contribution or indemnification or strict or product liability on the part of CMFP, its agents, servants, assigns or employees.  
  
This Agreement by SUBSCRIBER to indemnify CMFP against third party claims hereinabove set forth shall not apply to losses, damages, expenses and liability, resulting in injury or death to third persons or injury to property of third persons or injury to property of third persons, which losses, damages, expenses and liability occur while an employee of CMFP is on SUBSCRIBER'S premises and which losses, damages and liability are solely and directly caused by the acts of said employee.
8. **PRIOR AGREEMENTS:** SUBSCRIBER warrants and represents that it is not under any enforceable Agreement with any other party concerning alarm systems of any kind and description installed at the premises and furthermore SUBSCRIBER agrees to indemnify and save harmless CMFP against all claims, demands, suits, expenses and damages by judgment or otherwise, which may be now or hereafter incurred as a result of arising out of or any Agreement that SUBSCRIBER may have entered into with any party concerning any such alarm system of every kind and description. SUBSCRIBER will pay all said sums, including reasonable attorney's fees incurred in the enforcement of this indemnity provision.
9. **SYSTEM OPERATION:** SUBSCRIBER acknowledges that the service provided herein requires the fire alarm system to be fully operational which shall be the sole and exclusive responsibility of the SUBSCRIBER. The fire alarm system is to be kept in working condition by SUBSCRIBER'S Alarm Company. CMFP cannot be responsible, at any time, for its working condition, or failure of same.
10. An inoperative system due to failure of SUBSCRIBER to notify CMFP by registered mail of the need of repairs does not constitute a breach of this Agreement on the part of CMFP, nor does it waive CMFP's right to the payments due under this Agreement.
11. **ADDITIONAL CHARGES:** In addition to the monitoring and use/maintenance service charges above, the SUBSCRIBER agrees to pay municipal, state, federal taxes, sales taxes, assessments or fees or connecting conductors between SUBSCRIBER and CMFP.
12. **INCREASE IN MONTHLY CHARGES:** CMFP shall have the right, at any time, to increase monthly charges provided herein to reflect increases in federal, state and local taxes, utility charges, municipal fees and charges, which hereinafter are imposed on CMFP which relate to the services provided under this Agreement, and SUBSCRIBER agrees to pay such increased monthly charges.
13. **DELINQUENCY; RECONNECT CHARGES; INTEREST:** In the event any payment due hereunder is more than ten (10) days delinquent, CMFP may impose and collect a delinquency charge of 1.50% per month (18% per annum), or the highest amount allowed under the law, whichever is less of the amount of the delinquency. If the System is deactivated because of SUBSCRIBER'S past due balance, and if SUBSCRIBER desires to have the system reactivated, SUBSCRIBER agrees to pay in advance to CMFP a reconnect charge to be fixed by CMFP in a reasonable amount.
14. SUBSCRIBER agrees that the System is and shall remain personal property and is comprised of the devices or components chosen as the level of protection and all conduit, wire, wiremold, connections and other material used to connect the devices or components as configured by CMFP. CMFP may, at its option, remove the System at any time for non-payment of any sums or other charges due and payable under this Agreement, and removal of the System shall not be held to constitute a waiver of rights of CMFP to collect any sums or other charges then due and payable and to become due and payable thereafter under this Agreement until the expiration thereof.
15. It is understood that the System is personal property, not a fixture and that title to the System remains in CMFP. SUBSCRIBER hereby authorizes CMFP or its assigns to remove said System, including all component parts, conduit, wire, wiremold and all connections and other materials comprising said System, upon the termination of this Agreement by lapse of time, for non-payment of any sums due hereunder, or otherwise, and CMFP is not obligated to repair or redecorate any part of the SUBSCRIBER'S premises upon removal of said System, and said removal shall never constitute a waiver of CMFP's right to collect any sums which are due or may become due under this Agreement. CMFP shall be entitled to collect all expenses incurred in enforcing any of the terms of this Agreement, including but not limited to attorneys' fees and costs. Attorneys' fees are defined for purpose of this Agreement as the normal hourly rate charged by the attorneys, other professionals or paraprofessionals and their staff selected, multiplied by the actual number of hours spent by such attorneys, other professionals or paraprofessionals.
16. SUBSCRIBER agrees to return said System upon the termination of this Agreement, in as good condition as the time it was installed, ordinary wear and tear are expected. It is agreed that SUBSCRIBER will not permit foreign devices to be connected to the System (SUBSCRIBER hereby agrees to include replacement cost of alarm installation and equipment to SUBSCRIBER'S Fire Insurance Policy in the name of CMFP).
17. **ASSIGNEES/SUBCONTRACTORS OF CMFP:** CMFP 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 services which it may perform. SUBSCRIBER acknowledges that this Agreement, and particularly those paragraphs relating to CMFP's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors of CMFP, and that they bind SUBSCRIBER with respect to said subcontractors with the same force and effect as they bind SUBSCRIBER to CMFP.
18. **SELECTION OF SYSTEM COMPONENTS:** The SUBSCRIBER agrees that CMFP shall have no liability for the failure to install any equipment or systems not designated to be installed in this Agreement.
19. **SUBSCRIBER'S PURCHASE ORDER:** SUBSCRIBER acknowledges that if there is any conflict between this Agreement and SUBSCRIBER'S purchase order or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.
20. **ADDITIONS OR AMENDMENTS:** Any additions or amendments must be signed by all parties. No verbal understanding shall alter the terms of this Agreement.

21. **ATTORNEY'S FEES:** In the event it shall become necessary for CMFP to institute legal proceedings to collect the cost of the monthly charge or to otherwise pursue CMFP's rights or enforce SUBSCRIBER'S obligation herein, then, and in such proceedings, SUBSCRIBER shall pay CMFP's reasonable attorney's fees.
22. **INVALID PROVISIONS:** In the event any terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.
23. **ENTIRE INTEGRATED AGREEMENT; MODIFICATION; ALTERATION; WAIVER:** 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 superseded all prior representations, understandings or Agreements of the parties, and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.
24. **NOTICES:** All notices to be given hereunder shall be in writing and must be served, by registered mail, postage prepaid at the address shown herein.
25. **TEST/INSPECTION:** This Agreement does not provide for Test/Inspection of the SUBSCRIBER'S fire alarm system. If SUBSCRIBER so requests, CMFP will perform a Test/Inspections of the fire alarm system on an annual, semi-annual, quarterly or monthly basis pursuant to the requirement of the local authority having jurisdiction under separate Agreement.
26. CMFP desires to connect wireless radios into the system with little or no impact on the subscriber. Before CMFP approves a wireless connection, the SUBSCRIBER shall ensure the following connection requirements are in place:
  - A. The SUBSCRIBER'S fire alarm system must be in good working order before the radio transmitter can be installed.
  - B. The SUBSCRIBER'S fire alarm company must supply one of the following activation devices and the point of connection wires or terminals must be clearly tagged:
    - a) a reverse polarity module (12vdc to 24vdc) with filtered and regulated power void of ac ripple
    - b) supervised alarm and trouble dry contacts
  - C. If the SUBSCRIBER'S fire alarm company wishes to be present at the time of connection, they must schedule an appointment through CMFP.
27. **RECEIPT OF COPY:** SUBSCRIBER'S acknowledges receipt of a copy of this Agreement.
28. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Illinois. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, Dupage County, Illinois.
29. This Agreement is not assignable by SUBSCRIBER except upon the written consent of CMFP first being obtained. The SUBSCRIBER may not assign any rights inuring under this contract or under the relationship created hereby either voluntarily or by operation of law without having first obtained the written consent of CMFP.
30. This Agreement is not binding unless approved in writing by an authorized agent of CMFP. SUBSCRIBER acknowledges that there are no verbal understandings changing, modifying or altering any of the terms of this Agreement. This Agreement shall not be modified, revised or altered hereafter unless expressly acknowledged in a writing signed by SUBSCRIBER and CMFP.

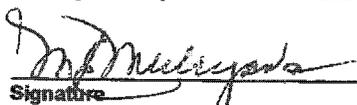
This Agreement shall not be binding upon CHICAGO METROPOLITAN FIRE PREVENTION CO., unless approved in writing by an authorized representative at CHICAGO METROPOLITAN FIRE PREVENTION CO. In the event of nonapproval, the only liability of CHICAGO METROPOLITAN FIRE PREVENTION CO. shall be to return to SUBSCRIBER the amount, if any, paid to CHICAGO METROPOLITAN FIRE PREVENTION CO., by SUBSCRIBER upon the signing of this Agreement.

**SUBSCRIBER'S ACCEPTANCE:** In accepting this Agreement each signatory to this Agreement represents that he/she has the authority to enter into this Agreement and SUBSCRIBER agrees to the terms and conditions contained herein.

Subscriber's Firm Name: METRA STATION

Chicago Metropolitan Fire Prevention Co.

✓ JBK  
  
 Subscriber Signature

  
 Signature

✓ Michael J. Ellis  
 Print Name

M.E. MULRYAN, PRESIDENT  
 Print Name

✓ Village Manager  
 Title

\_\_\_\_\_  
 Title

✓ 7/1/15  
 Date

06-30-15  
 Date



ATTACHMENT B  
**ALARM RADIO / MONITORING SYSTEM AGREEMENT** By and Between  
**CHICAGO METROPOLITAN FIRE PREVENTION COMPANY**  
 820 North Addison Avenue, Elmhurst, Illinois 60126  
 and  
**SUBSCRIBER**

01FMN/01FRL

This will authorize CHICAGO METROPOLITAN FIRE PREVENTION CO., hereafter known as CMFP or its assigns to install in the premises of, GRAYSLAKE AQUATIC CENTER (SUBSCRIBER) at: 250 N LIBRARY LN City: GRAYSLAKE, State: IL Zip Code: 60030 the following alarm radio monitoring system (hereafter described as "System") as follows: Radio Transmitter, Batteries, Transformer, and Antenna.

1. **SYSTEM SERVICE:** The SUBSCRIBER agrees to procure fire alarm system monitoring service during the term of this Agreement from CMFP. The alarm monitoring fee shall include standard installation and use/maintenance of the radio transmitter located at the SUBSCRIBER'S property or place of business, use/ maintenance and monitoring of the System. Non-standard installation charges are the responsibility of the SUBSCRIBER. CMFP shall be responsible for all parts and labor required to repair equipment which has become defective through normal wear and usage. Any repairs rendered necessary by alteration or repair to premises, fire, water, vandalism, acts of God or extraneous causes which necessitates replacing damaged components or rewiring any part of the System, said costs shall be paid by SUBSCRIBER.
2. **TERM, PAYMENT, RENEWAL:** SUBSCRIBER hereby agrees to pay CMFP the following:  
 Use/Maintenance and Monitoring Fee is \$ 25.00 per month, payable quarterly in advance, and due within 30 days of invoice date. This monthly charge is subject to increase as set forth in Paragraph 4 and-12. In addition, together with the first quarterly payment as set forth above, SUBSCRIBER shall pay the pro rate share of the charges for the period in which service commenced.
3. The term of this Agreement shall commence on the date of installation and shall expire on the 31<sup>st</sup> day of July, 2019. This Agreement shall renew automatically for successive periods of five (5) years thereafter unless the party desiring cancellation gives the non-cancelling party written notice of termination by registered mail no later than ninety (90) days prior to the aforesaid expiration date or to any successive anniversary (renewal) date, as the case may be.
4. SUBSCRIBER hereby agrees that CMFP may, at its option and upon thirty (30) days notice to SUBSCRIBER, at any time increase or decrease the use/maintenance and monitoring charge provided for herein or in any renewal hereof, and such increase of not more than five percent (5%) more than the prior charges for the previous calendar year, or decrease shall not constitute cause for termination by SUBSCRIBER of this Agreement. In the event CMFP increases the use/maintenance and monitoring charges by more than 5 percent (5%) then, and only then, SUBSCRIBER may cancel the then unexpired term of this Agreement by so notifying CMFP in writing by registered mail within thirty (30) days of CMFP'S notice of such proposed increase.
5. **CMFP LIABILITY DISCLAIMER OF WARRANTIES:** CMFP DOES NOT REPRESENT OR WARRANT THAT THE ALARM SYSTEM OR THE MONITORING THEREOF WILL PREVENT ANY LOSS BY FIRE OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT CMFP HAS MADE NO REPRESENTATIONS OF WARRANTIES, EXPRESSED 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 THE SUBSCRIBER RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR DEEMED TO CREATE AND EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTENDED BEYOND THE DESCRIPTION ON THE FACE HEREOF. SUBSCRIBER FURTHER ACKNOWLEDGES AND AGREES: (A) THAT CMFP IS NOT AN INSURER; (B) THAT SUBSCRIBER ASSUMES ALL RISK OF LOSS OR DAMAGE TO SUBSCRIBER'S PREMISES OR TO THE CONTENTS THEREOF; (C) AND THAT THE SUBSCRIBER HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY TO PARAGRAPHS (5), (6) AND (7) WHICH SET FORTH LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE EVENT OF ANY LOSS OR DAMAGE TO SUBSCRIBER OR ANYONE ELSE.
6. **CMFP IS NOT AN INSURER; LIMIT OF LIABILITY:** It is understood and agreed that since CMFP is not an insurer, insurance if desired, will be the sole responsibility of SUBSCRIBER. SUBSCRIBER further acknowledges the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the SUBSCRIBER'S property or the property of others located on SUBSCRIBER'S premises. CMFP makes no guarantee or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences thereof from which the system or service is designed to detect or avert. SUBSCRIBER acknowledges that it is impractical and extremely difficult to fix actual damages if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to installation, service, maintenance, or monitoring or the failure of the system to properly operate with resulting loss to SUBSCRIBER because of, among other things:
  - A. The uncertain amount of value of the SUBSCRIBER'S property or the property of others kept on the premises which may be destroyed, damaged, or otherwise affected by occurrences which the system or service is designed to detect or avert;
  - B. The uncertainty of the response time of any fire department, should the fire department be dispatched as a result of a signal being received or an audible device sounding;
  - C. The inability to ascertain what portion, if any, of any loss would be proximately caused by CMFP's failure to perform or by the equipment to properly operate; and
  - D. The nature of the service to be performed by CMFP. SUBSCRIBER understands and agrees that if, notwithstanding the above provisions, CMFP should be found liable for personal injury or property loss or damage due from failure of CMFP's obligations herein, including but not limited to, installation, use/ maintenance, monitoring, service or the failure or the malfunction of the system or equipment in any respect whatsoever, CMFP's liability shall be limited to a sum equal to the total of six (6) month charges or Three Hundred (\$300.00) Dollars, whichever is the lesser, and this liability shall be exclusive and shall be paid and received as liquidated damages and not as a penalty. The provisions of this section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or nonperformance of any obligation imposed by this contract or from negligence, active or otherwise, of CMFP, its agents, servants, assigns or employees.

If SUBSCRIBER wishes CMFP to assume greater liability, SUBSCRIBER has the right to obtain from CMFP, if available, a higher limit by paying an additional amount for the increase in liability, and a rider shall be attached hereto setting forth such higher limit and additional cost, but such additional obligation shall in no way be interpreted to hold CMFP as an insurer.

7. **THIRD PARTY INDEMNIFICATION:** In the event any person, not a party to this Agreement, shall make any claim or file any lawsuit against CMFP, for any reason relating to CMFP's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, monitoring, operation or nonoperation of the alarm system, SUBSCRIBER agrees to indemnify, defend and hold CMFP harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims are based on alleged intentional conduct, active or passive, negligence, express or implied contract or warranty, contribution or indemnification or strict or product liability on the part of CMFP, its agents, servants, assigns or employees.  

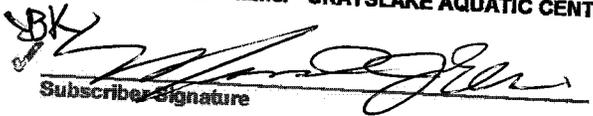
This Agreement by SUBSCRIBER to indemnify CMFP against third party claims hereinabove set forth shall not apply to losses, damages, expenses and liability, resulting in injury or death to third persons or injury to property of third persons or injury to property of third persons, which losses, damages, expenses and liability occur while an employee of CMFP is on SUBSCRIBER'S premises and which losses, damages and liability are solely and directly caused by the acts of said employee.
8. **PRIOR AGREEMENTS:** SUBSCRIBER warrants and represents that it is not under any enforceable Agreement with any other party concerning alarm systems of any kind and description installed at the premises and furthermore SUBSCRIBER agrees to indemnify and save harmless CMFP against all claims, demands, suits, expenses and damages by judgment or otherwise, which may be now or hereafter incurred as a result of arising out of or any Agreement that SUBSCRIBER may have entered into with any party concerning any such alarm system of every kind and description. SUBSCRIBER will pay all said sums, including reasonable attorney's fees incurred in the enforcement of this indemnity provision.
9. **SYSTEM OPERATION:** SUBSCRIBER acknowledges that the service provided herein requires the fire alarm system to be fully operational which shall be the sole and exclusive responsibility of the SUBSCRIBER. The fire alarm system is to be kept in working condition by SUBSCRIBER'S Alarm Company. CMFP cannot be responsible, at any time, for its working condition, or failure of same.
10. An inoperative system due to failure of SUBSCRIBER to notify CMFP by registered mail of the need of repairs does not constitute a breach of this Agreement on the part of CMFP, nor does it waive CMFP's right to the payments due under this Agreement.
11. **ADDITIONAL CHARGES:** In addition to the monitoring and use/maintenance service charges above, the SUBSCRIBER agrees to pay municipal, state, federal taxes, sales taxes, assessments or fees or connecting conductors between SUBSCRIBER and CMFP.
12. **INCREASE IN MONTHLY CHARGES:** CMFP shall have the right, at any time, to increase monthly charges provided herein to reflect increases in federal, state and local taxes, utility charges, municipal fees and charges, which hereinafter are imposed on CMFP which relate to the services provided under this Agreement, and SUBSCRIBER agrees to pay such increased monthly charges.
13. **DELINQUENCY; RECONNECT CHARGES; INTEREST:** In the event any payment due hereunder is more than ten (10) days delinquent, CMFP may impose and collect a delinquency charge of 1.50% per month (18% per annum), or the highest amount allowed under the law, whichever is less of the amount of the delinquency. If the System is deactivated because of SUBSCRIBER'S past due balance, and if SUBSCRIBER desires to have the system reactivated, SUBSCRIBER agrees to pay in advance to CMFP a reconnect charge to be fixed by CMFP in a reasonable amount.
14. SUBSCRIBER agrees that the System is and shall remain personal property and is comprised of the devices or components chosen as the level of protection and all conduit, wire, wiremold, connections and other material used to connect the devices or components as configured by CMFP. CMFP may, at its option, remove the System at any time for non-payment of any sums or other charges due and payable under this Agreement, and removal of the System shall not be held to constitute a waiver of rights of CMFP to collect any sums or other charges then due and payable and to become due and payable thereafter under this Agreement until the expiration thereof.
15. It is understood that the System is personal property, not a fixture and that title to the System remains in CMFP. SUBSCRIBER hereby authorizes CMFP or its assigns to remove said System, including all component parts, conduit, wire, wiremold and all connections and other materials comprising said System, upon the termination of this Agreement by lapse of time, for non-payment of any sums due hereunder, or otherwise, and CMFP is not obligated to repair or redecorate any part of the SUBSCRIBER'S premises upon removal of said System, and said removal shall never constitute a waiver of CMFP's right to collect any sums which are due or may become due under this Agreement. CMFP shall be entitled to collect all expenses incurred in enforcing any of the terms of this Agreement, including but not limited to attorneys' fees and costs. Attorneys' fees are defined for purpose of this Agreement as the normal hourly rate charged by the attorneys, other professionals or paraprofessionals and their staff selected, multiplied by the actual number of hours spent by such attorneys, other professionals or paraprofessionals.
16. SUBSCRIBER agrees to return said System upon the termination of this Agreement, in as good condition as the time it was installed, ordinary wear and tear are expected. It is agreed that SUBSCRIBER will not permit foreign devices to be connected to the System (SUBSCRIBER hereby agrees to include replacement cost of alarm installation and equipment to SUBSCRIBER'S Fire Insurance Policy in the name of CMFP).
17. **ASSIGNEES/SUBCONTRACTORS OF CMFP:** CMFP 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 services which it may perform. SUBSCRIBER acknowledges that this Agreement, and particularly those paragraphs relating to CMFP's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors of CMFP, and that they bind SUBSCRIBER with respect to said subcontractors with the same force and effect as they bind SUBSCRIBER to CMFP.
18. **SELECTION OF SYSTEM COMPONENTS:** The SUBSCRIBER agrees that CMFP shall have no liability for the failure to install any equipment or systems not designated to be installed in this Agreement.
19. **SUBSCRIBER'S PURCHASE ORDER:** SUBSCRIBER acknowledges that if there is any conflict between this Agreement and SUBSCRIBER'S purchase order or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.
20. **ADDITIONS OR AMENDMENTS:** Any additions or amendments must be signed by all parties. No verbal understanding shall alter the terms of this Agreement.

21. **ATTORNEY'S FEES:** In the event it shall become necessary for CMFP to institute legal proceedings to collect the cost of the monthly charge or to otherwise pursue CMFP's rights or enforce SUBSCRIBER'S obligation herein, then, and in such proceedings, SUBSCRIBER shall pay CMFP's reasonable attorney's fees.
22. **INVALID PROVISIONS:** In the event any terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.
23. **ENTIRE INTEGRATED AGREEMENT; MODIFICATION; ALTERATION; WAIVER:** 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 superseded all prior representations, understandings or Agreements of the parties, and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.
24. **NOTICES:** All notices to be given hereunder shall be in writing and must be served, by registered mail, postage prepaid at the address shown herein.
25. **TEST/INSPECTION:** This Agreement does not provide for Test/Inspection of the SUBSCRIBER'S fire alarm system. If SUBSCRIBER so requests, CMFP will perform a Test/Inspections of the fire alarm system on an annual, semi-annual, quarterly or monthly basis pursuant to the requirement of the local authority having jurisdiction under separate Agreement.
26. **CMFP desires to connect wireless radios into the system with little or no impact on the subscriber. Before CMFP approves a wireless connection, the SUBSCRIBER shall ensure the following connection requirements are in place:**
  - A. The SUBSCRIBER'S fire alarm system must be in good working order before the radio transmitter can be installed.
  - B. The SUBSCRIBER'S fire alarm company must supply one of the following activation devices and the point of connection wires or terminals must be clearly tagged:
    - a) a reverse polarity module (12vdc to 24vdc) with filtered and regulated power void of ac ripple
    - b) supervised alarm and trouble dry contacts
  - C. If the SUBSCRIBER'S fire alarm company wishes to be present at the time of connection, they must schedule an appointment through CMFP.
27. **RECEIPT OF COPY:** SUBSCRIBER'S acknowledges receipt of a copy of this Agreement.
28. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Illinois. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, Dupage County, Illinois.
29. This Agreement is not assignable by SUBSCRIBER except upon the written consent of CMFP first being obtained. The SUBSCRIBER may not assign any rights inuring under this contract or under the relationship created hereby either voluntarily or by operation of law without having first obtained the written consent of CMFP.
30. This Agreement is not binding unless approved in writing by an authorized agent of CMFP. SUBSCRIBER acknowledges that there are no verbal understandings changing, modifying or altering any of the terms of this Agreement. This Agreement shall not be modified, revised or altered hereafter unless expressly acknowledged in a writing signed by SUBSCRIBER and CMFP.

This Agreement shall not be binding upon CHICAGO METROPOLITAN FIRE PREVENTION CO., unless approved in writing by an authorized representative at CHICAGO METROPOLITAN FIRE PREVENTION CO. In the event of nonapproval, the only liability of CHICAGO METROPOLITAN FIRE PREVENTION CO. shall be to return to SUBSCRIBER the amount, if any, paid to CHICAGO METROPOLITAN FIRE PREVENTION CO., by SUBSCRIBER upon the signing of this Agreement.

**SUBSCRIBER'S ACCEPTANCE:** In accepting this Agreement each signatory to this Agreement represents that he/she has the authority to enter into this Agreement and SUBSCRIBER agrees to the terms and conditions contained herein.

Subscriber's Firm Name: GRAYSLAKE AQUATIC CENTER

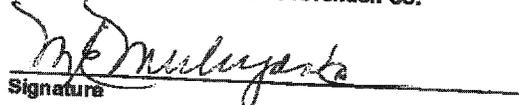
  
 Subscriber Signature

✓ Michael J. Ellis  
 Print Name

✓ Village Manager  
 Title

✓ 7/1/15  
 Date

Chicago Metropolitan Fire Prevention Co.

  
 Signature

**M.E. MULRYAN, PRESIDENT**

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Title

06-30-15  
 Date



ATTACHMENT B  
ALARM RADIO / MONITORING SYSTEM AGREEMENT By and Between  
CHICAGO METROPOLITAN FIRE PREVENTION COMPANY  
820 North Addison Avenue, Elmhurst, Illinois 60126  
and  
SUBSCRIBER

01FMN/01FRL

This will authorize CHICAGO METROPOLITAN FIRE PREVENTION CO., hereafter known as CMFP or its assigns to install in the premises of, GRAYSLAKE RESERVOIR (SUBSCRIBER) at: 700 E CENTER ST City: GRAYSLAKE, State: IL, Zip Code: 60030 the following alarm radio monitoring system (hereafter described as "System") as follows: Radio Transmitter, Batteries, Transformer, and Antenna.

1. **SYSTEM SERVICE:** The SUBSCRIBER agrees to procure fire alarm system monitoring service during the term of this Agreement from CMFP. The alarm monitoring fee shall include standard installation and use/maintenance of the radio transmitter located at the SUBSCRIBER'S property or place of business, use/ maintenance and monitoring of the System. Non-standard installation charges are the responsibility of the SUBSCRIBER. CMFP shall be responsible for all parts and labor required to repair equipment which has become defective through normal wear and usage. Any repairs rendered necessary by alteration or repair to premises, fire, water, vandalism, acts of God or extraneous causes which necessitates replacing damaged components or rewiring any part of the System, said costs shall be paid by SUBSCRIBER.
2. **TERM, PAYMENT, RENEWAL:** SUBSCRIBER hereby agrees to pay CMFP the following:  
**Use/Maintenance and Monitoring Fee is \$ 25.00 per month, payable quarterly in advance, and due within 30 days of invoice date. This monthly charge is subject to increase as set forth in Paragraph 4 and-12. In addition, together with the first quarterly payment as set forth above, SUBSCRIBER shall pay the pro rate share of the charges for the period in which service commenced.**
3. The term of this Agreement shall commence on the date of installation and shall expire on the 31<sup>st</sup> day of July, 2019. This Agreement shall renew automatically for successive periods of five (5) years thereafter unless the party desiring cancellation gives the non-cancelling party written notice of termination by registered mail no later than ninety (90) days prior to the aforesaid expiration date or to any successive anniversary (renewal) date, as the case may be.
4. SUBSCRIBER hereby agrees that CMFP may, at its option and upon thirty (30) days notice to SUBSCRIBER, at any time increase or decrease the use/maintenance and monitoring charge provided for herein or in any renewal hereof, and such increase of not more than five percent (5%) more than the prior charges for the previous calendar year, or decrease shall not constitute cause for termination by SUBSCRIBER of this Agreement. In the event CMFP increases the use/maintenance and monitoring charges by more than 5 percent (5%) then, and only then, SUBSCRIBER may cancel the then unexpired term of this Agreement by so notifying CMFP in writing by registered mail within thirty (30) days of CMFP'S notice of such proposed increase.
5. **CMFP LIABILITY DISCLAIMER OF WARRANTIES:** CMFP DOES NOT REPRESENT OR WARRANT THAT THE ALARM SYSTEM OR THE MONITORING THEREOF WILL PREVENT ANY LOSS BY FIRE OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT CMFP HAS MADE NO REPRESENTATIONS OF WARRANTIES, EXPRESSED 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 THE SUBSCRIBER RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR DEEMED TO CREATE AND EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTENDED BEYOND THE DESCRIPTION ON THE FACE HEREOF. SUBSCRIBER FURTHER ACKNOWLEDGES AND AGREES: (A) THAT CMFP IS NOT AN INSURER; (B) THAT SUBSCRIBER ASSUMES ALL RISK OF LOSS OR DAMAGE TO SUBSCRIBER'S PREMISES OR TO THE CONTENTS THEREOF; (C) AND THAT THE SUBSCRIBER HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY TO PARAGRAPHS (5), (6) AND (7) WHICH SET FORTH LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE EVENT OF ANY LOSS OR DAMAGE TO SUBSCRIBER OR ANYONE ELSE.
6. **CMFP IS NOT AN INSURER; LIMIT OF LIABILITY:** It is understood and agreed that since CMFP is not an insurer, insurance if desired, will be the sole responsibility of SUBSCRIBER. SUBSCRIBER further acknowledges the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the SUBSCRIBER'S property or the property of others located on SUBSCRIBER'S premises. CMFP makes no guarantee or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences thereof from which the system or service is designed to detect or avert. SUBSCRIBER acknowledges that it is impractical and extremely difficult to fix actual damages if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to installation, service, maintenance, or monitoring or the failure of the system to properly operate with resulting loss to SUBSCRIBER because of, among other things:
  - A. The uncertain amount of value of the SUBSCRIBER'S property or the property of others kept on the premises which may be destroyed, damaged, or otherwise affected by occurrences which the system or service is designed to detect or avert;
  - B. The uncertainty of the response time of any fire department, should the fire department be dispatched as a result of a signal being received or an audible device sounding;
  - C. The inability to ascertain what portion, if any, of any loss would be proximately caused by CMFP'S failure to perform or by the equipment to properly operate; and
  - D. The nature of the service to be performed by CMFP. SUBSCRIBER understands and agrees that if, notwithstanding the above provisions, CMFP should be found liable for personal injury or property loss or damage due from failure of CMFP'S obligations herein, including but not limited to, installation, use/ maintenance, monitoring, service or the failure or the malfunction of the system or equipment in any respect whatsoever, CMFP'S liability shall be limited to a sum equal to the total of six (6) month charges or Three Hundred (\$300.00) Dollars, whichever is the lesser, and this liability shall be exclusive and shall be paid and received as liquidated damages and not as a penalty. The provisions of this section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or nonperformance of any obligation imposed by this contract or from negligence, active or otherwise, of CMFP, its agents, servants, assigns or employees.

If SUBSCRIBER wishes CMFP to assume greater liability, SUBSCRIBER has the right to obtain from CMFP, if available, a higher limit by paying an additional amount for the increase in liability, and a rider shall be attached hereto setting forth such higher limit and additional cost, but such additional obligation shall in no way be interpreted to hold CMFP as an insurer.

7. **THIRD PARTY INDEMNIFICATION:** In the event any person, not a party to this Agreement, shall make any claim or file any lawsuit against CMFP, for any reason relating to CMFP's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, monitoring, operation or nonoperation of the alarm system, SUBSCRIBER agrees to indemnify, defend and hold CMFP harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims are based on alleged intentional conduct, active or passive, negligence, express or implied contract or warranty, contribution or indemnification or strict or product liability on the part of CMFP, its agents, servants, assigns or employees.  

This Agreement by SUBSCRIBER to indemnify CMFP against third party claims hereinabove set forth shall not apply to losses, damages, expenses and liability, resulting in injury or death to third persons or injury to property of third persons or injury to property of third persons, which losses, damages, expenses and liability occur while an employee of CMFP is on SUBSCRIBER'S premises and which losses, damages and liability are solely and directly caused by the acts of said employee.
8. **PRIOR AGREEMENTS:** SUBSCRIBER warrants and represents that it is not under any enforceable Agreement with any other party concerning alarm systems of any kind and description installed at the premises and furthermore SUBSCRIBER agrees to indemnify and save harmless CMFP against all claims, demands, suits, expenses and damages by judgment or otherwise, which may be now or hereafter incurred as a result of arising out of or any Agreement that SUBSCRIBER may have entered into with any party concerning any such alarm system of every kind and description. SUBSCRIBER will pay all said sums, including reasonable attorney's fees incurred in the enforcement of this indemnity provision.
9. **SYSTEM OPERATION:** SUBSCRIBER acknowledges that the service provided herein requires the fire alarm system to be fully operational which shall be the sole and exclusive responsibility of the SUBSCRIBER. The fire alarm system is to be kept in working condition by SUBSCRIBER'S Alarm Company. CMFP cannot be responsible, at any time, for its working condition, or failure of same.
10. An inoperative system due to failure of SUBSCRIBER to notify CMFP by registered mail of the need of repairs does not constitute a breach of this Agreement on the part of CMFP, nor does it waive CMFP's right to the payments due under this Agreement.
11. **ADDITIONAL CHARGES:** In addition to the monitoring and use/maintenance service charges above, the SUBSCRIBER agrees to pay municipal, state, federal taxes, sales taxes, assessments or fees or connecting conductors between SUBSCRIBER and CMFP.
12. **INCREASE IN MONTHLY CHARGES:** CMFP shall have the right, at any time, to increase monthly charges provided herein to reflect increases in federal, state and local taxes, utility charges, municipal fees and charges, which hereinafter are imposed on CMFP which relate to the services provided under this Agreement, and SUBSCRIBER agrees to pay such increased monthly charges.
13. **DELINQUENCY; RECONNECT CHARGES; INTEREST:** In the event any payment due hereunder is more than ten (10) days delinquent, CMFP may impose and collect a delinquency charge of 1.50% per month (18% per annum), or the highest amount allowed under the law, whichever is less of the amount of the delinquency. If the System is deactivated because of SUBSCRIBER'S past due balance, and if SUBSCRIBER desires to have the system reactivated, SUBSCRIBER agrees to pay in advance to CMFP a reconnect charge to be fixed by CMFP in a reasonable amount.
14. SUBSCRIBER agrees that the System is and shall remain personal property and is comprised of the devices or components chosen as the level of protection and all conduit, wire, wiremold, connections and other material used to connect the devices or components as configured by CMFP. CMFP may, at its option, remove the System at any time for non-payment of any sums or other charges due and payable under this Agreement, and removal of the System shall not be held to constitute a waiver of rights of CMFP to collect any sums or other charges then due and payable and to become due and payable thereafter under this Agreement until the expiration thereof.
15. It is understood that the System is personal property, not a fixture and that title to the System remains in CMFP. SUBSCRIBER hereby authorizes CMFP or its assigns to remove said System, including all component parts, conduit, wire, wiremold and all connections and other materials comprising said System, upon the termination of this Agreement by lapse of time, for non-payment of any sums due hereunder, or otherwise, and CMFP is not obligated to repair or redecorate any part of the SUBSCRIBER'S premises upon removal of said System, and said removal shall never constitute a waiver of CMFP's right to collect any sums which are due or may become due under this Agreement. CMFP shall be entitled to collect all expenses incurred in enforcing any of the terms of this Agreement, including but not limited to attorneys' fees and costs. Attorneys' fees are defined for purpose of this Agreement as the normal hourly rate charged by the attorneys, other professionals or paraprofessionals and their staff selected, multiplied by the actual number of hours spent by such attorneys, other professionals or paraprofessionals.
16. SUBSCRIBER agrees to return said System upon the termination of this Agreement, in as good condition as the time it was installed, ordinary wear and tear are expected. It is agreed that SUBSCRIBER will not permit foreign devices to be connected to the System (SUBSCRIBER hereby agrees to include replacement cost of alarm installation and equipment to SUBSCRIBER'S Fire Insurance Policy in the name of CMFP).
17. **ASSIGNEES/SUBCONTRACTORS OF CMFP:** CMFP 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 services which it may perform. SUBSCRIBER acknowledges that this Agreement, and particularly those paragraphs relating to CMFP's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors of CMFP, and that they bind SUBSCRIBER with respect to said subcontractors with the same force and effect as they bind SUBSCRIBER to CMFP.
18. **SELECTION OF SYSTEM COMPONENTS:** The SUBSCRIBER agrees that CMFP shall have no liability for the failure to install any equipment or systems not designated to be installed in this Agreement.
19. **SUBSCRIBER'S PURCHASE ORDER:** SUBSCRIBER acknowledges that if there is any conflict between this Agreement and SUBSCRIBER'S purchase order or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.
20. **ADDITIONS OR AMENDMENTS:** Any additions or amendments must be signed by all parties. No verbal understanding shall alter the terms of this Agreement.

21. **ATTORNEY'S FEES:** In the event it shall become necessary for CMFP to institute legal proceedings to collect the cost of the monthly charge or to otherwise pursue CMFP's rights or enforce SUBSCRIBER'S obligation herein, then, and in such proceedings, SUBSCRIBER shall pay CMFP's reasonable attorney's fees.
  22. **INVALID PROVISIONS:** In the event any terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.
  23. **ENTIRE INTEGRATED AGREEMENT; MODIFICATION; ALTERATION; WAIVER:** 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 superseded all prior representations, understandings or Agreements of the parties, and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.
  24. **NOTICES:** All notices to be given hereunder shall be in writing and must be served, by registered mail, postage prepaid at the address shown herein.
  25. **TEST/INSPECTION:** This Agreement does not provide for Test/Inspection of the SUBSCRIBER'S fire alarm system. If SUBSCRIBER so requests, CMFP will perform a Test/Inspections of the fire alarm system on an annual, semi-annual, quarterly or monthly basis pursuant to the requirement of the local authority having jurisdiction under separate Agreement.
  26. **CMFP desires to connect wireless radios into the system with little or no impact on the subscriber. Before CMFP approves a wireless connection, the SUBSCRIBER shall ensure the following connection requirements are in place:**
    - A. The SUBSCRIBER'S fire alarm system must be in good working order before the radio transmitter can be installed.
    - B. The SUBSCRIBER'S fire alarm company must supply one of the following activation devices and the point of connection wires or terminals must be clearly tagged:
      - a) a reverse polarity module (12vdc to 24vdc) with filtered and regulated power void of ac ripple
      - b) supervised alarm and trouble dry contacts
    - C. If the SUBSCRIBER'S fire alarm company wishes to be present at the time of connection, they must schedule an appointment through CMFP.
  27. **RECEIPT OF COPY:** SUBSCRIBER'S acknowledges receipt of a copy of this Agreement.
  28. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Illinois. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, Dupage County, Illinois.
  29. This Agreement is not assignable by SUBSCRIBER except upon the written consent of CMFP first being obtained. The SUBSCRIBER may not assign any rights inuring under this contract or under the relationship created hereby either voluntarily or by operation of law without having first obtained the written consent of CMFP.
  30. This Agreement is not binding unless approved in writing by an authorized agent of CMFP. SUBSCRIBER acknowledges that there are no verbal understandings changing, modifying or altering any of the terms of this Agreement. This Agreement shall not be modified, revised or altered hereafter unless expressly acknowledged in a writing signed by SUBSCRIBER and CMFP.  
 This Agreement shall not be binding upon CHICAGO METROPOLITAN FIRE PREVENTION CO., unless approved in writing by an authorized representative at CHICAGO METROPOLITAN FIRE PREVENTION CO. In the event of nonapproval, the only liability of CHICAGO METROPOLITAN FIRE PREVENTION CO. shall be to return to SUBSCRIBER the amount, if any, paid to CHICAGO METROPOLITAN FIRE PREVENTION CO., by SUBSCRIBER upon the signing of this Agreement.
- SUBSCRIBER'S ACCEPTANCE:** In accepting this Agreement each signatory to this Agreement represents that he/she has the authority to enter into this Agreement and SUBSCRIBER agrees to the terms and conditions contained herein.

Subscriber's Firm Name: GRAYSLAKE RESERVOIR

BK [Signature]  
Subscriber Signature

Michael J. Ellis  
Print Name

Village Manager  
Title

7/1/15  
Date

Chicago Metropolitan Fire Prevention Co.

[Signature]  
Signature

**M.E. MULRYAN, PRESIDENT**

Print Name

Title

06-30-15  
Date



ATTACHMENT B  
**ALARM RADIO / MONITORING SYSTEM AGREEMENT** By and Between  
**CHICAGO METROPOLITAN FIRE PREVENTION COMPANY**  
 820 North Addison Avenue, Elmhurst, Illinois 60126  
 and  
**SUBSCRIBER**

01FMN/01FRL

This will authorize CHICAGO METROPOLITAN FIRE PREVENTION CO., hereafter known as CMFP or its assigns to install in the premises of, VILLAGE OF GRAYS LAKE/LAKE STREET METRA (SUBSCRIBER) at: LAKE/ ST. PAUL ST City: GRAYSLAKE, State: IL Zip Code: 60030 the following alarm radio monitoring system (hereafter described as "System") as follows: Radio Transmitter, Batteries, Transformer, and Antenna.

1. **SYSTEM SERVICE:** The SUBSCRIBER agrees to procure fire alarm system monitoring service during the term of this Agreement from CMFP. The alarm monitoring fee shall include standard installation and use/maintenance of the radio transmitter located at the SUBSCRIBER'S property or place of business, use/ maintenance and monitoring of the System. Non-standard installation charges are the responsibility of the SUBSCRIBER. CMFP shall be responsible for all parts and labor required to repair equipment which has become defective through normal wear and usage. Any repairs rendered necessary by alteration or repair to premises, fire, water, vandalism, acts of God or extraneous causes which necessitates replacing damaged components or rewiring any part of the System, said costs shall be paid by SUBSCRIBER.
2. **TERM, PAYMENT, RENEWAL:** SUBSCRIBER hereby agrees to pay CMFP the following:  
 Use/Maintenance and Monitoring Fee is \$ 25.00 per month, payable quarterly in advance, and due within 30 days of invoice date. This monthly charge is subject to increase as set forth in Paragraph 4 and-12. In addition, together with the first quarterly payment as set forth above, SUBSCRIBER shall pay the pro rate share of the charges for the period in which service commenced.
3. The term of this Agreement shall commence on the date of installation and shall expire on the 31<sup>st</sup> day of July, 2019. This Agreement shall renew automatically for successive periods of five (5) years thereafter unless the party desiring cancellation gives the non-cancelling party written notice of termination by registered mail no later than ninety (90) days prior to the aforesaid expiration date or to any successive anniversary (renewal) date, as the case may be.
4. SUBSCRIBER hereby agrees that CMFP may, at its option and upon thirty (30) days notice to SUBSCRIBER, at any time increase or decrease the use/maintenance and monitoring charge provided for herein or in any renewal hereof, and such increase of not more than five percent (5%) more than the prior charges for the previous calendar year, or decrease shall not constitute cause for termination by SUBSCRIBER of this Agreement. In the event CMFP increases the use/maintenance and monitoring charges by more than 5 percent (5%) then, and only then, SUBSCRIBER may cancel the then unexpired term of this Agreement by so notifying CMFP in writing by registered mail within thirty (30) days of CMFP'S notice of such proposed increase.
5. **CMFP LIABILITY DISCLAIMER OF WARRANTIES:** CMFP DOES NOT REPRESENT OR WARRANT THAT THE ALARM SYSTEM OR THE MONITORING THEREOF WILL PREVENT ANY LOSS BY FIRE OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT CMFP HAS MADE NO REPRESENTATIONS OF WARRANTIES, EXPRESSED 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 THE SUBSCRIBER RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR DEEMED TO CREATE AND EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTENDED BEYOND THE DESCRIPTION ON THE FACE HEREOF. SUBSCRIBER FURTHER ACKNOWLEDGES AND AGREES: (A) THAT CMFP IS NOT AN INSURER; (B) THAT SUBSCRIBER ASSUMES ALL RISK OF LOSS OR DAMAGE TO SUBSCRIBER'S PREMISES OR TO THE CONTENTS THEREOF; (C) AND THAT THE SUBSCRIBER HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY TO PARAGRAPHS (5), (6) AND (7) WHICH SET FORTH LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE EVENT OF ANY LOSS OR DAMAGE TO SUBSCRIBER OR ANYONE ELSE.
6. **CMFP IS NOT AN INSURER; LIMIT OF LIABILITY:** It is understood and agreed that since CMFP is not an insurer, insurance if desired, will be the sole responsibility of SUBSCRIBER. SUBSCRIBER further acknowledges the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the SUBSCRIBER'S property or the property of others located on SUBSCRIBER'S premises. CMFP makes no guarantee or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences thereof from which the system or service is designed to detect or avert. SUBSCRIBER acknowledges that it is impractical and extremely difficult to fix actual damages if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to installation, service, maintenance, or monitoring or the failure of the system to properly operate with resulting loss to SUBSCRIBER because of, among other things:
  - A. The uncertain amount of value of the SUBSCRIBER'S property or the property of others kept on the premises which may be destroyed, damaged, or otherwise affected by occurrences which the system or service is designed to detect or avert;
  - B. The uncertainty of the response time of any fire department, should the fire department be dispatched as a result of a signal being received or an audible device sounding;
  - C. The inability to ascertain what portion, if any, of any loss would be proximately caused by CMFP's failure to perform or by the equipment to properly operate; and
  - D. The nature of the service to be performed by CMFP. SUBSCRIBER understands and agrees that if, notwithstanding the above provisions, CMFP should be found liable for personal injury or property loss or damage due from failure of CMFP's obligations herein, including but not limited to, installation, use/ maintenance, monitoring, service or the failure or the malfunction of the system or equipment in any respect whatsoever, CMFP's liability shall be limited to a sum equal to the total of six (6) month charges or Three Hundred (\$300.00) Dollars, whichever is the lesser, and this liability shall be exclusive and shall be paid and received as liquidated damages and not as a penalty. The provisions of this section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or nonperformance of any obligation imposed by this contract or from negligence, active or otherwise, of CMFP, its agents, servants, assigns or employees.

If SUBSCRIBER wishes CMFP to assume greater liability, SUBSCRIBER has the right to obtain from CMFP, if available, a higher limit by paying an additional amount for the increase in liability, and a rider shall be attached hereto setting forth such higher limit and additional cost, but such additional obligation shall in no way be interpreted to hold CMFP as an insurer.

7. **THIRD PARTY INDEMNIFICATION:** In the event any person, not a party to this Agreement, shall make any claim or file any lawsuit against CMFP, for any reason relating to CMFP's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, monitoring, operation or nonoperation of the alarm system, SUBSCRIBER agrees to indemnify, defend and hold CMFP harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims are based on alleged intentional conduct, active or passive, negligence, express or implied contract or warranty, contribution or indemnification or strict or product liability on the part of CMFP, its agents, servants, assigns or employees.  
This Agreement by SUBSCRIBER to indemnify CMFP against third party claims hereinabove set forth shall not apply to losses, damages, expenses and liability, resulting in injury or death to third persons or injury to property of third persons or injury to property of third persons, which losses, damages, expenses and liability occur while an employee of CMFP is on SUBSCRIBER'S premises and which losses, damages and liability are solely and directly caused by the acts of said employee.
8. **PRIOR AGREEMENTS:** SUBSCRIBER warrants and represents that it is not under any enforceable Agreement with any other party concerning alarm systems of any kind and description installed at the premises and furthermore SUBSCRIBER agrees to indemnify and save harmless CMFP against all claims, demands, suits, expenses and damages by judgment or otherwise, which may be now or hereafter incurred as a result of arising out of or any Agreement that SUBSCRIBER may have entered into with any party concerning any such alarm system of every kind and description. SUBSCRIBER will pay all said sums, including reasonable attorney's fees incurred in the enforcement of this indemnity provision.
9. **SYSTEM OPERATION:** SUBSCRIBER acknowledges that the service provided herein requires the fire alarm system to be fully operational which shall be the sole and exclusive responsibility of the SUBSCRIBER. The fire alarm system is to be kept in working condition by SUBSCRIBER'S Alarm Company. CMFP cannot be responsible, at any time, for its working condition, or failure of same.
10. An inoperative system due to failure of SUBSCRIBER to notify CMFP by registered mail of the need of repairs does not constitute a breach of this Agreement on the part of CMFP, nor does it waive CMFP's right to the payments due under this Agreement.
11. **ADDITIONAL CHARGES:** In addition to the monitoring and use/maintenance service charges above, the SUBSCRIBER agrees to pay municipal, state, federal taxes, sales taxes, assessments or fees or connecting conductors between SUBSCRIBER and CMFP.
12. **INCREASE IN MONTHLY CHARGES:** CMFP shall have the right, at any time, to increase monthly charges provided herein to reflect increases in federal, state and local taxes, utility charges, municipal fees and charges, which hereinafter are imposed on CMFP which relate to the services provided under this Agreement, and SUBSCRIBER agrees to pay such increased monthly charges.
13. **DELINQUENCY; RECONNECT CHARGES; INTEREST:** In the event any payment due hereinunder is more than ten (10) days delinquent, CMFP may impose and collect a delinquency charge of 1.50% per month (18% per annum), or the highest amount allowed under the law, whichever is less of the amount of the delinquency. If the System is deactivated because of SUBSCRIBER'S past due balance, and if SUBSCRIBER desires to have the system reactivated, SUBSCRIBER agrees to pay in advance to CMFP a reconnect charge to be fixed by CMFP in a reasonable amount.
14. SUBSCRIBER agrees that the System is and shall remain personal property and is comprised of the devices or components chosen as the level of protection and all conduit, wire, wiremold, connections and other material used to connect the devices or components as configured by CMFP. CMFP may, at its option, remove the System at any time for non-payment of any sums or other charges due and payable under this Agreement, and removal of the System shall not be held to constitute a waiver of rights of CMFP to collect any sums or other charges then due and payable and to become due and payable thereafter under this Agreement until the expiration thereof.
15. It is understood that the System is personal property, not a fixture and that title to the System remains in CMFP. SUBSCRIBER hereby authorizes CMFP or its assigns to remove said System, including all component parts, conduit, wire, wiremold and all connections and other materials comprising said System, upon the termination of this Agreement by lapse of time, for non-payment of any sums due hereunder, or otherwise, and CMFP is not obligated to repair or redecorate any part of the SUBSCRIBER'S premises upon removal of said System, and said removal shall never constitute a waiver of CMFP's right to collect any sums which are due or may become due under this Agreement. CMFP shall be entitled to collect all expenses incurred in enforcing any of the terms of this Agreement, including but not limited to attorneys' fees and costs. Attorneys' fees are defined for purpose of this Agreement as the normal hourly rate charged by the attorneys, other professionals or paraprofessionals and their staff selected, multiplied by the actual number of hours spent by such attorneys, other professionals or paraprofessionals.
16. SUBSCRIBER agrees to return said System upon the termination of this Agreement, in as good condition as the time it was installed, ordinary wear and tear are expected. It is agreed that SUBSCRIBER will not permit foreign devices to be connected to the System (SUBSCRIBER hereby agrees to include replacement cost of alarm installation and equipment to SUBSCRIBER'S Fire Insurance Policy in the name of CMFP).
17. **ASSIGNEES/SUBCONTRACTORS OF CMFP:** CMFP 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 services which it may perform. SUBSCRIBER acknowledges that this Agreement, and particularly those paragraphs relating to CMFP's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors of CMFP, and that they bind SUBSCRIBER with respect to said subcontractors with the same force and effect as they bind SUBSCRIBER to CMFP.
18. **SELECTION OF SYSTEM COMPONENTS:** The SUBSCRIBER agrees that CMFP shall have no liability for the failure to install any equipment or systems not designated to be installed in this Agreement.
19. **SUBSCRIBER'S PURCHASE ORDER:** SUBSCRIBER acknowledges that if there is any conflict between this Agreement and SUBSCRIBER'S purchase order or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.
20. **ADDITIONS OR AMENDMENTS:** Any additions or amendments must be signed by all parties. No verbal understanding shall alter the terms of this Agreement.

21. **ATTORNEY'S FEES:** In the event it shall become necessary for CMFP to institute legal proceedings to collect the cost of the monthly charge or to otherwise pursue CMFP's rights or enforce SUBSCRIBER'S obligation herein, then, and in such proceedings, SUBSCRIBER shall pay CMFP's reasonable attorney's fees.
22. **INVALID PROVISIONS:** In the event any terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.
23. **ENTIRE INTEGRATED AGREEMENT; MODIFICATION; ALTERATION; WAIVER:** 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 superseded all prior representations, understandings or Agreements of the parties, and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.
24. **NOTICES:** All notices to be given hereunder shall be in writing and must be served, by registered mail, postage prepaid at the address shown herein.
25. **TEST/INSPECTION:** This Agreement does not provide for Test/Inspection of the SUBSCRIBER'S fire alarm system. If SUBSCRIBER so requests, CMFP will perform a Test/Inspections of the fire alarm system on an annual, semi-annual, quarterly or monthly basis pursuant to the requirement of the local authority having jurisdiction under separate Agreement.
26. **CMFP desires to connect wireless radios into the system with little or no impact on the subscriber. Before CMFP approves a wireless connection, the SUBSCRIBER shall ensure the following connection requirements are in place:**
  - A. The SUBSCRIBER'S fire alarm system must be in good working order before the radio transmitter can be installed.
  - B. The SUBSCRIBER'S fire alarm company must supply one of the following activation devices and the point of connection wires or terminals must be clearly tagged:
    - a) a reverse polarity module (12vdc to 24vdc) with filtered and regulated power void of ac ripple
    - b) supervised alarm and trouble dry contacts
  - C. If the SUBSCRIBER'S fire alarm company wishes to be present at the time of connection, they must schedule an appointment through CMFP.
27. **RECEIPT OF COPY:** SUBSCRIBER'S acknowledges receipt of a copy of this Agreement.
28. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Illinois. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, Dupage County, Illinois.
29. This Agreement is not assignable by SUBSCRIBER except upon the written consent of CMFP first being obtained. The SUBSCRIBER may not assign any rights inuring under this contract or under the relationship created hereby either voluntarily or by operation of law without having first obtained the written consent of CMFP.
30. This Agreement is not binding unless approved in writing by an authorized agent of CMFP. SUBSCRIBER acknowledges that there are no verbal understandings changing, modifying or altering any of the terms of this Agreement. This Agreement shall not be modified, revised or altered hereafter unless expressly acknowledged in a writing signed by SUBSCRIBER and CMFP.

This Agreement shall not be binding upon CHICAGO METROPOLITAN FIRE PREVENTION CO., unless approved in writing by an authorized representative at CHICAGO METROPOLITAN FIRE PREVENTION CO. In the event of nonapproval, the only liability of CHICAGO METROPOLITAN FIRE PREVENTION CO. shall be to return to SUBSCRIBER the amount, if any, paid to CHICAGO METROPOLITAN FIRE PREVENTION CO., by SUBSCRIBER upon the signing of this Agreement.

**SUBSCRIBER'S ACCEPTANCE:** In accepting this Agreement each signatory to this Agreement represents that he/she has the authority to enter into this Agreement and SUBSCRIBER agrees to the terms and conditions contained herein.

Subscriber's Firm Name: VILLAGE OF GRAYS LAKE/LAKE STREET METRA

Chicago Metropolitan Fire Prevention Co.

*[Signature]*  
Subscriber Signature

*[Signature]*  
Signature

Michael J. Ellis  
Print Name

M.E. MULRYAN, PRESIDENT  
Print Name

Village Manager  
Title

\_\_\_\_\_  
Title

7/1/15  
Date

06-30-15  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/16/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Assurance Agency, Ltd. One Century Centre 1750 E. Golf Road Schaumburg, IL 60173	<b>CONTACT NAME:</b> Jennifer Tuazon <b>PHONE (A/C, No, Ext):</b> (847) 463-7274 <b>FAX (A/C, No):</b> (847) 440-9127 <b>E-MAIL ADDRESS:</b> jtuazon@assuranceagency.com																				
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**COVERAGES**                      **CERTIFICATE NUMBER:** 632630528                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			51GL006620151	1/31/2015	1/31/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA00000097156U	1/31/2015	1/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			51CC002343151	1/31/2015	1/31/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			5300002572151	1/31/2015	1/31/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Crime			425507271	1/31/2014	1/31/2016	Limit: \$305,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: All work performed by the Named Insured on behalf of the Certificate Holder.

It is agreed that the Certificate Holder is Additional Insured, when required by written contract, on the General Liability and Automobile Liability with respect to operations performed by the Named Insured in connection with this project.

A Waiver of Subrogation in favor of the Additional Insureds applies to the Worker's Compensation policy only, when required by written contract and where allowed by law.

### CERTIFICATE HOLDER

### CANCELLATION

Village of Grayslake 10 S. Seymour Avenue Grayslake IL 60030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Daniel R. Garza</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
BLANKET WHERE REQUIRED BY CONTRACT.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
BLANKET WHERE REQUIRED BY CONTRACT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.