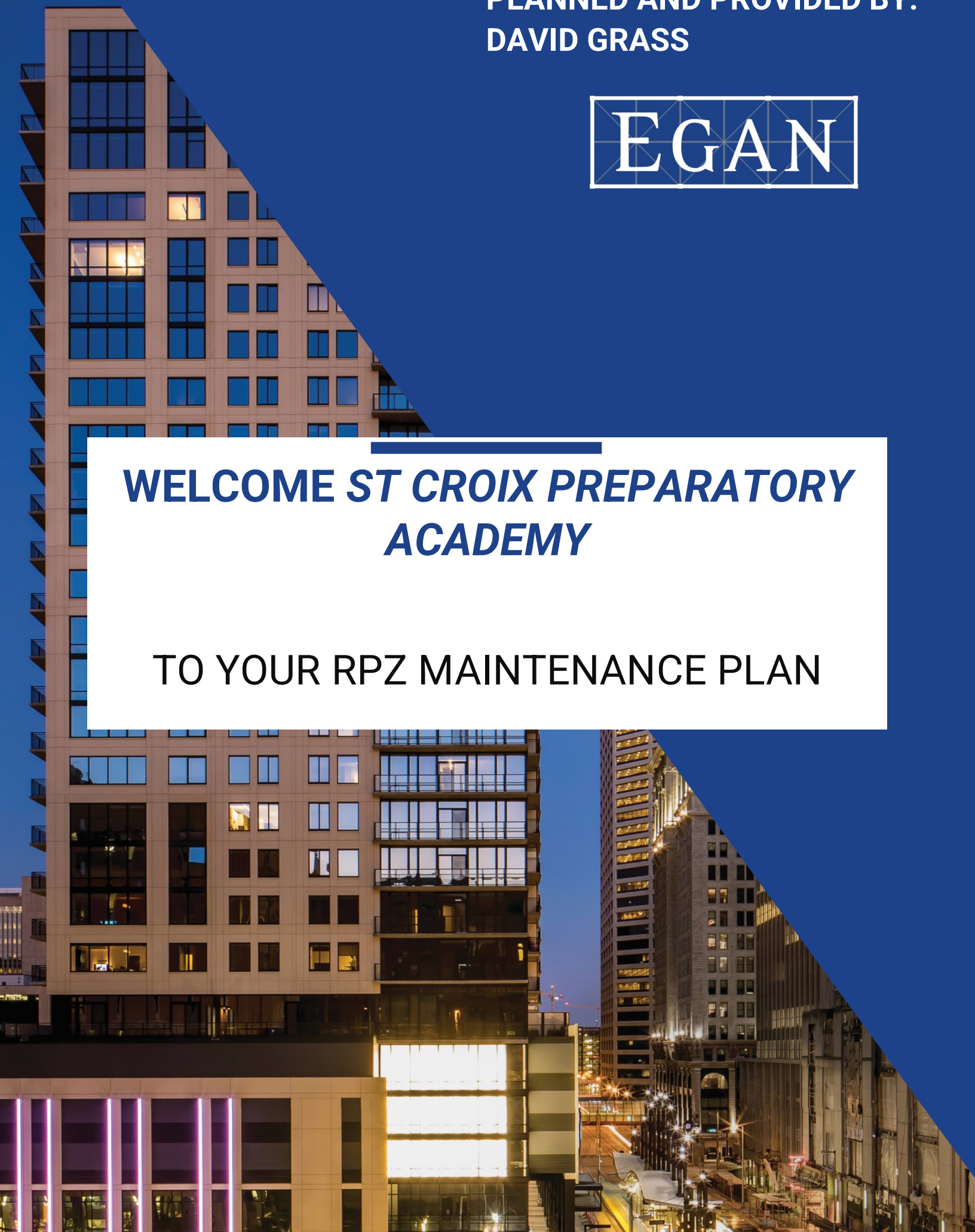
PLANNED AND PROVIDED BY:
DAVID GRASS

EGAN

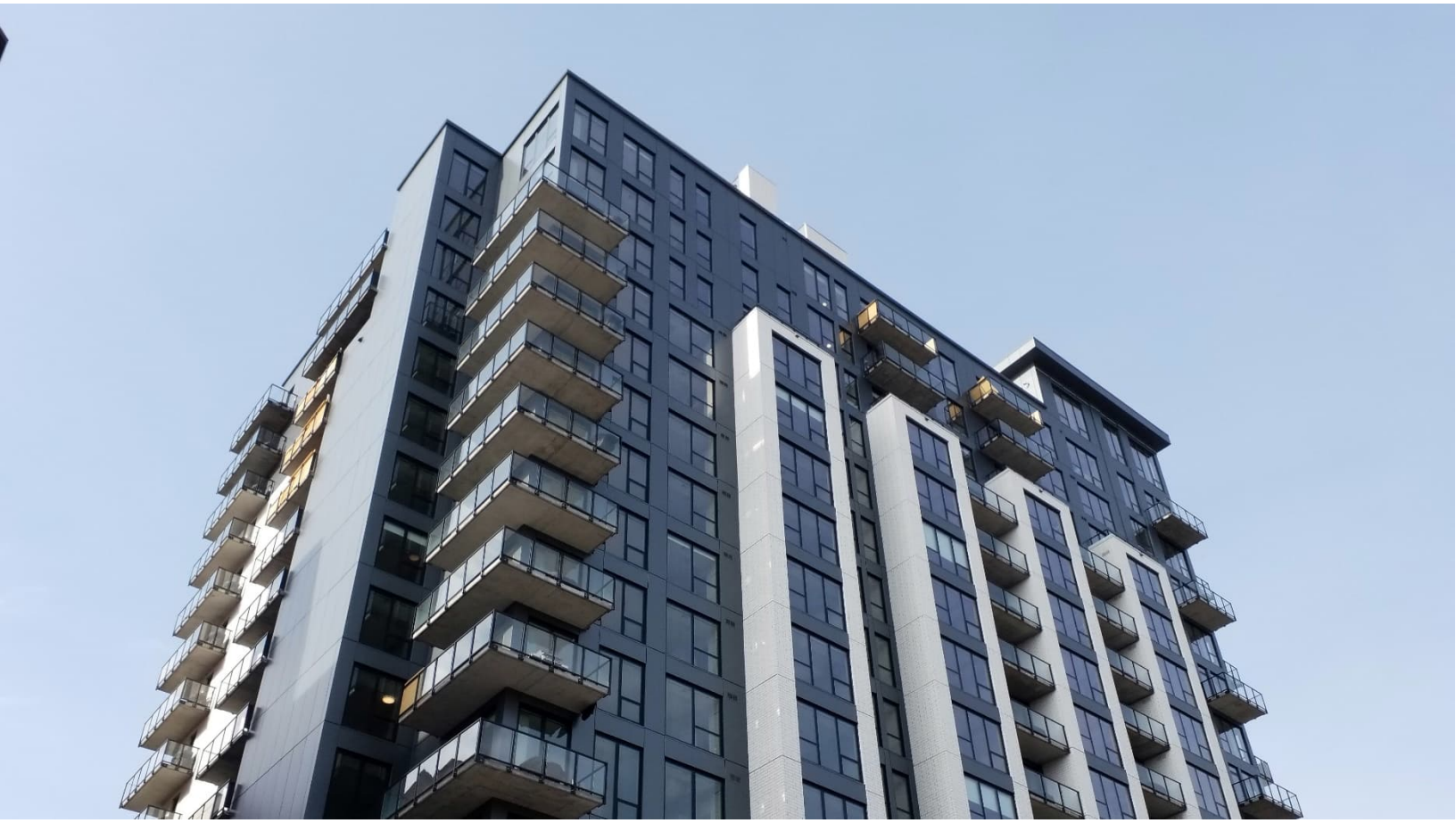


WELCOME *ST CROIX PREPARATORY ACADEMY*

TO YOUR RPZ MAINTENANCE PLAN

SECTION CONTENTS

1. **WELCOME!** – A letter welcoming you to Preventative Maintenance Planning by **Egan Company**.
2. **EXECUTIVE SUMMARY**– Description of both parties in this Agreement.
3. **SOW** – Statement of Work.
4. **EQUIPMENT AND TASKING** – Both a full description and the exact tasking for each piece of equipment.
5. **SPECIAL PROVISIONS** – Details of special conditions and agreements both parties have come to.
6. **TERMS AND CONDITIONS** – A clear and transparent description of non-technical language of this Agreement.
7. **APPROVALS** – The page where both parties give their go ahead.



The contents of this Plan are proprietary. Thank you for protecting all information contained herein. This Plan contains all details relevant to scope of work, project specifications, pricing, and terms.

WELCOME!

Dear ST CROIX PREPARATORY ACADEMY,

We appreciate your consideration of our *Preventative Maintenance Plan*.

As a maintenance customer, you are given Preferred Rates for any service calls, not including overtime rates or truck charges (if applicable).

Egan Company services are designed to assure you that your equipment or systems will be maintained on a scheduled basis with tasks and times needed and supported by our 24-hour emergency service.

With Egan Company you will have an assigned account manager to ensure your needs are being met.

Upon completion of any work performed by Egan Company on site we will begin to electronically process the detailed and digital work order and notes from the technician's handheld device.

For prompt start-up of your Preventative Maintenance Plan, please sign this Agreement and return it to us indicating approval for Egan Company to begin service.

It will be our pleasure to serve you, and Egan Company values that privilege.

Thank you,

DAVID GRASS
612-501-8901
dgg@eganco.com
Egan Company

EXECUTIVE SUMMARY

This Maintenance Agreement is by and between:
Egan Company and **ST CROIX PREPARATORY ACADEMY** The following pages describe the Plan and its coverage.

By and Between

ST CROIX PREPARATORY ACADEMY

Bill Blotske
4260 STAGECOACH TRAIL NORTH
STILLWATER, MN, 55082

PROPOSAL ID: 1157

DATE FROM: 11/1/2026

EGAN COMPANY

11611 Business Park Blvd NW

Champlin, MN 55316

CONTRACT TYPE: RPZ

DATE TO: 10/31/2027

Locations covered by this Agreement:

Proposal ID	Location Name	Address
1157	ST CROIX PREPARATORY ACADEMY	4260 STAGECOACH TRAIL NORTH, STILLWATER, MN, 55082

Total Annual Plan Price: $1,120.00

Invoicing: $1,120.00 Annual

Yearly Breakdown by Location

PRIMARY - 4260 STAGECOACH TRAIL NORTH

Year 1	$1,120.00

SOW – Statement of Work

PRIMARY - 4260 STAGECOACH TRAIL NORTH

System: **PLUMBING**

Equipment Id	Description	Model	Serial	Location
104466	RPZ Boiler	975XL	4406940	Boiler Room
104467	RPZ irrigation	975XL	3069306	Main school
104468	RPZ Fire	3000SS	1183650309	
104469	RPZ Fire	2000B	62541	Fire
104470	RPZ Fieldhouse	RPFL4A	804177	Domestic Water
104471	RPZ Fieldhouse	350 AST	14501	Fire
104472	RPZ Soccer			Irrigation Dog house

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
									x		

SCOPE

- RPZ (Backflow Preventer) Testing (1 Time Annually)
- Written/electronic reports for all services
- Preferred service rates for all services
- 24/7 emergency service availability

SPECIAL PROVISIONS

- Work will be performed during normal business hours with access to all equipment listed.
- All repairs will be performed under T&M with preferred rates pending customer approval.



TERMS AND CONDITIONS

1. **HOURS** – Planned maintenance service will be performed during normal working hours (defined as 7:00am to 4:30pm Monday through Friday inclusive, excluding holidays)
2. **ACCESS** – Reasonable means of access to the equipment being maintained shall be provided by the owner. Egan Company (EGAN) shall be permitted to start and stop all equipment necessary to perform the services agreed to in this Agreement.
3. **LIABILITY** – EGAN shall not be liable for any loss, delay, injury, or damage that may be caused by circumstances beyond its control including, but not restricted to natural disasters, acts of the owner or owner's agent, acts of government, civil commotion, fire, theft, corrosion, electrolytic action, lightning, electrical abnormalities, freeze-ups, strikes, lock-outs, differences with other trades, malicious mischief, explosions, or delays in transportation. EGAN responsibility for injury or damage to persons or property that may be caused by or arise through the maintenance service, or use of the system(s) shall be limited to injury or damages caused directly by our negligence in performing or failing to perform the services called for by this Agreement. In no event shall EGAN be liable for loss of profits or indirect, consequential or incidental damages. Customer does hereby for itself and other parties claiming under it, release and discharge Egan from and against all claims arising from hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against EGAN.
4. **FIRE SECURITY LIMITS OF LIABILITY** – It is understood and agreed by the parties hereto that to the extent EGAN performs work on Fire and/or Security Systems, that work is designed to reduce the risk of loss only; that the payments provided for herein are based solely on the value of the services as described herein and are unrelated to the value of any property located on the Customer's premises; that EGAN is not liable for losses which may occur in the maintenance, monitoring, repairing, signal handling or dispatching aspects of the service, even if due to Egan's negligence or failure of performance; that EGAN is not liable for losses resulting from failure to warn or inadequate training; that EGAN is not an insurer; and that insurance covering personal injury, property loss, damage to and on Customer's premises must be obtained and/or maintained by Customer.
5. **FIRE SECURITY LIQUIDATED DAMAGES** – It is agreed that it is impractical and extremely difficult to fix actual damages which may arise in situations where there may be a failure of the fire and/or security system or fire and/or security services provided, due to the uncertain value of the Customer's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert. Therefore, if the FIRE SECURITY LIMITS OF LIABILITY article is judicially determined to be invalid or unenforceable and any liability is judicially imposed on EGAN, its employees, agents or representatives, for property damage or personal injury, such liability shall be limited to an amount of $1,000. The payment of this amount shall be EGAN's sole and exclusive liability regardless of whether loss or damage is caused by the performance or nonperformance of obligations under this contract or by negligence, active or otherwise, of EGAN, its employees, agents or representatives. No suit or action shall be brought against EGAN more than one year after the accrual of the cause of action thereof.
6. **CUSTOMER INDEMNITY**-- The Customer shall indemnify and hold harmless EGAN and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of, or resulting from the Owner's indoor air quality. Where EGAN provides services related to fire and/or security system, the parties agree that Customer retains the sole responsibility for the life and safety of all persons in its premises and for protecting against losses to its own property or the property of others in its premises. Customer agrees to indemnify, defend and hold harmless EGAN, its employees, assigns and agents from and against all claims, lawsuits and losses, by persons not a party to this Agreement, alleged to be caused by the improper operation of the fire and/or security system, whether due to malfunctioning or nonfunctioning of the fire and/or security system or the negligence performance or non performance by Egan of the maintenance, monitoring, signal-handling or dispatching aspects of the fire and/or security system service.

7. **CENTRAL MONITORING STATION SERVICES** – For those services related to use of a central monitoring station, the parties agree that upon receipt of an alarm signal from Customer's premises, the central monitoring station shall (unless previously instructed otherwise by Customer) make a reasonable effort to transmit the alarm promptly to the police, fire department, medical agency or Customer designated agency having jurisdiction or responsibility. The central monitoring station shall also make a reasonable effort to notify Customer's designated representative by telephone of every genuine alarm received unless instructed to do otherwise by Customer. To avoid false alarms, EGAN shall have the right, in its sole judgment, to first investigate the cause of a signal by either telephoning Customer or dispatching a representative to the Customer's premises to determine whether an emergency condition exists. Customer agrees that telephone calls received or transmitted by the central monitoring station, including the receipt and transmission of alarm signals, may be electronically recorded and that Customer consents to such records.

   Customer understands that due to the nature of the method used for communicating alarm signals to the central monitoring station there may be times when that communication method is not able to transmit signals and the central monitoring station will not receive alarm signals.

   In case of possible communication method trouble detected by EGAN, EGAN may contact the communication method provided and request that it determine the location of the trouble, if unknown to EGAN. When the trouble has been traced to a Customer, EGAN will make a reasonable effort to notify Customer or the designated representative. In the event any service or repair to Customer's equipment becomes necessary, EGAN shall, within a reasonable time, dispatch a representative to Customer's premises for the purpose of making the necessary service or repair. It is understood that the communication method provided is not the agent of EGAN and EGAN shall not be liable for the communication method provider's negligence performance or delay in performance

8. **RENEWAL AND TERMINATION -** The Agreement shall commence on the first day following EGAN's receipt of Customer's signed Service Agreement and renew annually unless it is canceled by either party by giving 30 days' written notice.

9. **ASSIGNMENT --** Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the parties without the prior written consent of the other parties, which shall not be unreasonably withheld. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

10. **PRICE ADJUSTMENT** – This agreement price will be adjusted, at time of renewal, according to Minneapolis/St. Paul's annual Consumer Price Index at the end of the prior calendar year (not to exceed 4%).

11. **FILTER DISPOSAL** – Customer agrees to allow disposal of all replaced filters on site. If filter disposal is not allowed on premises, customer agrees to reimburse EGAN for labor to transport and dispose of filters off site.

12. **PAYMENT TERMS** – This agreement is subject to approval by the credit department of EGAN. Terms are net 30 days from the date of invoice. EGAN reserves the right to discontinue this maintenance service at any time, without notice, unless all payments under this contract have been made as agreed. Purchaser agrees to pay EGAN interest at 18% annum, plus EGAN's costs of collection, including attorney's fees, on any payments not made when due. In addition to the price stated herein, Customer agrees to pay any and all sales or use taxes or other impositions or levies by municipal, state or federal authorities in connection with the Services to be performed by Egan.

13. **EXCLUSION OF WARRANTIES** – EGAN has made no warranties, express or implied, and no representations with respect to the performance and fitness of the equipment. Inspection shall not constitute an approval or guarantee of equipment condition or system design and performance. Services to be performed under this Agreement are not a guarantee against normal wear and obsolescence.

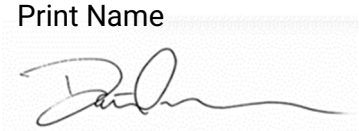
14. **SOFTWARE SUPPORT** – CUSTOMER shall be solely responsible for and agrees to purchase any and all hardware, firmware, and/or software that may hereafter be required to improve performance of the software installed on CUSTOMER'S system. EGAN shall not be responsible to provide any improvements, functional, operational or otherwise. Third party software that adds, enhances or improves functional performance of CUSTOMER'S system are excluded under this Agreement and will be provided when and if available and at CUSTOMER'S expense.

15. **ASBESTOS** – This Agreement does not include the detection, abatement, encapsulation or removal of asbestos or products, materials or equipment containing asbestos. In the event that EGAN encounters asbestos or an asbestos product, it has the right to discontinue all work until proper identification and abatement is completed. Also, under these conditions, EGAN shall receive an extension of time to complete its work and/or comply with its obligations under this Agreement.

APPROVALS

- Egan shall provide the services in accordance with the attached documents, terms and conditions and other attachments which are made part of this agreement.
- Under this Agreement, Egan will be available for regular and 24/7 emergency service.
- For service, call locally **763-595-4300** or toll free **1-866-ASK-EGAN** (1-866-275-3426).
- Service agreement customers will receive scheduling preference over non-contract customers.
- Services not specified under this agreement, performed with your authorization, will be billed at our preferred agreement service rates. These reduced rates apply to our automation, electrical, fire alarm, mechanical, plumbing, and security services.
- This agreement shall continue in effect for a period of one (1) years and from year to year thereafter unless discontinued by either party with 30 days written notice.

By providing your signatures below, you state you are authorized to approve this Agreement for your company as approved below.

ST CROIX PREPARATORY ACADEMY	**Egan Company**
	DAVID GRASS
Print Name	Print Name
	
Signature	Signature
	Account Manager
Title	Title
	10/30/2026
Date	Date