



Installation Contract

Summit Fire Protection Co. ("Summit") makes the following proposal ("Proposal"):

Date of Proposal: February 6, 2026

Proposal Submitted To: Turtle Lake School District
Address: 205 Oak St North
Turtle Lake, WI 54889

Attention: Kent Kindschy

Regarding: Turtle Lake School District- Fire Alarm Upgrade

Project Name: Turtle Lake School District- Fire Alarm Installation
Address: 205 Oak St North
Turtle Lake, WI 54889

Specifications: Summit will provide equipment, design, and installation services contained in this Proposal make up the "Work". Applicable NFPA standards, together with the Specifications described in those certain plans provided by customer, are incorporated herein and made a part of this Proposal.

Site visit - YES NO

SCOPE OF WORK

- Summit to provide materials, labor, and design for a new fire alarm installation for Turtle Lake School. Entire system to be replaced with new. System to be designed per NFPA 72 code requirements and a DSFS submittal is included with this quote. Work to be performed during normal working hours.
- See Exhibit A for estimated material list.
- Included in quote is an allowance of \$50,000 for all wire pulling and electrical needs by qualified electrician.
- All design labor and site survey to develop detailed CAD drawings included. This will be required for DSFS state submittal.
- This is a budgetary quote prepared with a site visit and customer provided plans. Equipment list and quantities may change based on detailed survey of building and DSFS submittal. Any change to design will require change order.

EXCLUSIONS -UNLESS SPECIFICALLY INCLUDED IN SCOPE OF WORK

1. Painting and Insulation of any kind.
2. Fire watch of any kind.
3. Any work in elevator shaft(s) if applicable.
4. Access panels or patching of drywall, concrete, or any type of materials if holes are required to be cut to complete the scope of work.
5. Anything not listed in the scope of work of this proposal. Any additional work will be proposed and approved before commencement.

Contract Price: Summit shall perform the above-described Work at the following price: \$235,000 ("Contract Price").

Completion of the Project: Summit offers to provide to Owner the Work to complete the Project, as described in the Specifications. This Proposal shall be null and void, at Summit's option, if Summit does not receive a signed acceptance of this Proposal by Owner by noon on 04/06/2026. To guarantee pricing, Owner may be required to pay for materials at the time of acceptance of this Proposal.

Eau Claire, 3405 Truax Court

EXHIBIT A

THE SPECIFICATIONS

Material List

<u>QTY</u>	<u>Material</u>
1	Potter IPA-4000V Integrated Fire Alarm Control Panel with Voice Evac
1	DACT communicator
1	Starlink Cellular Communicator
2	Potter Annunciator
2	10 Amp Power Supply
2	25V 25 Watt Amplifier
150	Potter Addressable Smoke Detector
50	Potter Addressable Heat Detector
15	Potter Addressable CO Detector
215	Potter Detector Bases
10	Potter Addressable Duct Detector
10	Potter Remote Test Switch
3	Potter Addressable Input Module
2	Potter Addressable Relay Module
100	System Sensor Speaker
50	System Sensor Strobe
100	System Sensor Speaker Strobe
4	System Sensor Outdoor Speaker Strobe
1	Battery Backup
1	Cabling
1	Miscellaneous Conduit and Hangers
	\$50,000 allowance for Electrical Contractor to pull wire
	Design Labor
	Installation Labor
	DSPS Submittal and permits
	Lift Rental

SUMMIT PROPOSAL AND CONTRACT STANDARD TERMS AND CONDITIONS

These Terms and Conditions are attached to and made a part of the Summit Proposal to which they are attached and upon acceptance by Summit and Customer become the Contract between them ("Contract") as if fully set forth on the front page of the Proposal. As used in these Terms and Conditions, "Summit," "Customer," "Project," "Work", and "Contract Price" shall have the same meanings as those terms have in the Proposal.

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

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Reviewed 4.25.25

DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE, WHETHER OR NOT SUMMIT RECEIVES NOTICE OF THE POTENTIAL FOR SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, ANY LIABILITY INCURRED BY SUMMIT SHALL BE LIMITED TO THE AMOUNT OF GOODS AND SERVICES PURCHASED BY CUSTOMER AND CONTAINED WITHIN THE WORK.

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

WHETHER CLAIMED BY CUSTOMER OR BY ANY THIRD PARTY. Customer shall provide Summit with reasonable notice of any claim for breach and a reasonable opportunity to cure the alleged breach or default. No claim arising from or related to this Proposal may be brought more than two (2) years after the claim accrued.

12. **INDEMNIFICATION FOR CLAIMS BY THIRD PARTIES.** In the event any person, not a party to this Contract, shall make any claim or file any lawsuit against Summit or its assignees or subcontractors for any reason arising from or in any way relating to Summit's performance pursuant to this Contract, Customer agrees to indemnify, defend, and hold harmless Summit against all claims, demands, suits, loss, liability, expenses, and damages (including without limitation reasonable attorney's fees and costs). No part of this Contract should be read to seek indemnification for Summit's own negligence.
13. **Customer's Failure to Pay.** If Customer fails to pay any amount due to Summit as and when required, Summit shall have the right, but not the obligation, to immediately stop performance of the Work and Summit may pursue all available remedies, including the right to place a lien against the Work site. Customer agrees that continuing to perform the Work despite not having been fully paid does not constitute a waiver of any rights or claims Summit may have against Customer.
14. **Attorneys' Fees/Waiver of Jury.** If Summit engages counsel to enforce any rights or defenses provided for in this Contract, Summit shall be entitled to recover from Customer the costs and expenses associated with such enforcement, including without limitation, its attorneys' fees, and costs. **THE PARTIES AGREE TO WAIVE A JURY TRIAL FOR ANY DISPUTE ARISING FROM THIS CONTRACT.**
15. **WAIVER OF SUBROGATION RIGHTS.** The Customer acknowledges that Summit is not an insurer, that each party agrees to obtain insurance coverage, and that each party shall rely exclusively upon such insurance coverage to recover for damages in any way attributable to this Contract. Customer waives all rights against Summit and any of its subcontractors, sub-subcontractors, agents, and employees, including the rights of Customer's current and future insurers, for losses suffered at work sites subject to this Contract which are covered by property insurance or other insurance applicable to losses caused by damages of any sort at work sites. This waiver shall apply to all insurance policies of Customer, whether such policy exists at time of contracting or is subsequently acquired by Customer thereafter. Customer or Summit, as appropriate, shall require of subcontractors, sub-subcontractors, agents, and employees of the other party, by appropriate agreements, written where legally required for validity, similar waivers each in favor of the other parties enumerated herein. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damages.
16. **Governing Law, Jurisdiction.** Contract shall be governed exclusively by, and construed exclusively in accordance with, the laws of the State of Minnesota, regardless of choice of law provisions. Customer irrevocably agrees to the exclusive jurisdiction of the courts of Ramsey County, Minnesota in all proceedings between the parties hereto, and Customer irrevocably agrees to service of process via certified mail, return receipt requested, to Customer at the address set forth herein. However, nothing stated herein shall in any manner prevent or preclude Summit from bringing any one or more actions against Customer in any jurisdiction in the United States in which Customer conducts business.
17. **Waiver.** Customer further agrees to waive any claims against Summit known or unknown that exist as of the date of executing this proposal as further consideration for Summit performing this work.
18. **Force Majeure Events.** Summit shall not be liable or responsible to Customer, or be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract, when and to the extent such failure or delay is caused by or results from acts beyond Summit's control, including without limitation the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, hurricane, or tornado or catastrophe, (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Contract; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other events beyond Summit's control.

19. **Miscellaneous.** The headings used herein are for convenience only and are not to be used in interpreting this Contract. Neither party shall be deemed to have waived any rights under this Contract unless such waiver is given in writing and signed by such party. If any provision of this Contract is invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Contract in all other respects shall remain valid and enforceable. This Contract is not assignable by Customer. This Contract is the entire agreement between the parties regarding the subject matter of this Contract; any prior or simultaneous oral or written agreement regarding the subject matter hereof is superseded by this Contract.

SUMMIT FIRE PROTECTION:

By:

Signature

Print Name

Date

Phone:

OWNER ACCEPTANCE OF PROPOSAL

Summit's Proposal is hereby accepted and agreed to by Owner. Owner acknowledges that Owner received and read the Proposal and the attached Terms and Conditions. Upon acceptance by Owner, this Proposal, along with the attached Terms and Conditions, will be a binding contract between Summit and Owner.

OWNER:

By:

Signature

Print Name

Date

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Reviewed 4.25.25