



Schmidt Security Pro
241 Mansfield Industrial Parkway
Mansfield, OH 44903
419-526-4747 Fx 419-526-4848
www.schmidtsecurity.com

**** Proposal ****

5/28/2015

Project Number: 9154

Intercom/Access options for Admin

GALION CITY SCHOOLS
Attn: 470 PORTLAND WAY N.
GALION, OH 44833

Facility Location:

GALION ADMINISTRATIVE BUILDING
470 PORTLAND WAY N.
GALION, OH 44833

Tel: 419-468-3432

Fax: 419-468-4333

Tel: 419-468-3432

Qty Description

Schmidt Security will install an Aiphone intercom/video system on the front door of the admin building. A new electric lock will be installed. There is one master station that will be located at the receptionist desk. Up to 10 PCs that share the same network as the intercom system can also access the video/audio and door release functions through a desktop software. PC's require a microphone and speakers for voice communication. System requires network connection and open port.

1	IP Video/Intercom system with IP controller and master station	
75	Cat6E Cable - Purple	
1	Adjustable Desk Stand	
1	Toggle Switch to turn system on/off	
1	4-Output Access Power Supply	
1	Small Enclosure	
1	Panel Battery	
1	Electronic Strike, to be determined	
	Total	3,801.43

Optional proximity reader at front door for card entry

1	Network door interface module	
1	ProxPoint Plus Proximity Reader	
25	Cat6E Cable - Purple	
	Total	1,238.91

Optional proximity reader and lock at employee entry door for card entry

1	Network door interface module	
1	Electric Strike to be determined	
1	ProxPoint Plus Proximity Reader	
75	Cat6E Cable - Purple	
	Total	2,047.41

*Combo/Key Pad
Card Reader \$1838.91*

Combo/Key Pad, Card Reader \$2647.41

This ** Proposal ** is Valid for 60 Days.

Plus Sales Tax if applicable

50% Deposit due prior to delivery/installation.

Authorized Signature

Title

Date Signed

Client Purchase Order Number

By signing above, Client authorizes and accepts the work and/or equipment specified herein subject to the Terms and Conditions contained in this document.

TERMS AND CONDITIONS

OWNERSHIP. Upon payment of the total Installation price including sales tax in full, the equipment will become the property of Client with the exception of the signs and decals which shall remain the exclusive property of Dealer. In the event any payment for equipment should become 60 days overdue, the following remedy shall be instituted in addition to but not to the exclusion of those stated above: Dealer shall have the right, without any court order or process of law, to enter the premises for the purpose of removing the equipment. The Dealer shall not be responsible to repair any damage to the premises made necessary through removal of equipment due to non-payment.

LIMITED WARRANTY. Dealer agrees to replace free of cost for a period of one year from completion of installation, any part of the equipment and/or installation which upon Dealer's inspection proves to be defective. Client agrees to pay Dealer's standard labor and equipment prices for all other repairs and/or service calls. This warranty does not cover batteries, any damage to material or equipment caused by accident, vandalism, flood, water, lightning, fire, intrusion, abuse, misuse, an act of God, any casualty, including electricity, attempted unauthorized repair service, modification or improper installation by anyone other than Dealer, and any other cause beyond the control of Dealer. Any and all previously-installed equipment and/or wiring to which we connect our system or services is not covered by our limited warranty. Any and all hidden, concealed or unforeseeable conditions involving extra cost of material or labor are the responsibility of Client and will become an extra charge over the sum provided in this contract. Except as set forth herein, DEALER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, AND DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY. CLIENT AGREES THAT NO OTHER REPRESENTATIONS WERE MADE TO CLIENT AND RELIED UPON BY CLIENT WITH RESPECT TO THE QUALITY AND FUNCTION OF THE EQUIPMENT. Dealer acknowledges that the Equipment installed is as requested and is suitable to Client's purpose, and unless defects or omissions are called to Dealer's attention, in writing, within five (5) days after completion of installation, Client accepts the Equipment as is. Dealer does not represent or warrant: that the equipment may not be compromised or circumvented; or that the equipment will prevent any loss of burglary, hold-up, fire or otherwise; or that the equipment will in all cases provide the protection for which it is installed or intended.

SERVICE. Except as specifically set forth herein, Dealer shall not be obligated to provide service of any type on the System installed for the benefit of the Client. If Client wishes the System to be serviced by Dealer, such an agreement shall be separately negotiated by the parties. Dealer recommends that Client contract for a Full Service Plan. Under a Full Service Plan, Client will pay only a standard dispatch fee (currently \$25) for each service call during normal business hours and no separate charges to maintain operation of Client's system, including service labor and repair and/or replacement of all equipment and system batteries. Labor incurred for service calls outside of normal business hours will be billed to Client at Dealer's emergency service call rate. The Full Service Plan does not include any damage to equipment caused by accident, vandalism, flood, water, lightning, fire, intrusion, abuse, misuse, an act of God, any casualty, including electricity, attempted unauthorized repair service, modification or improper installation by anyone other than Dealer, and any other cause beyond the control of Dealer. In the event that an audible device is sounding, Dealer may be called upon to turn off alarm at the above address by any public official or officer. Client hereby authorizes and appoints Dealer, as its agents, to turn off the said audible device and agrees to hold Dealer harmless and to indemnify Dealer from any damage, loss or liability which may result from the turning off of the alarm by Dealer. Client further agrees to pay Dealer a reasonable amount for each above described visit.

LIMITATIONS OF DAMAGES. (a) It is understood and agreed by the parties hereto that neither Dealer nor any of its respective directors, officers, shareholders, partners, principles, agents nor their successors, assigns, heirs or representatives (collectively, "Provider") is an insurer and that insurance, if any, covering personal injury and property loss or damage on Client's premises shall be obtained by Client, at Client's sole expense; that except as set forth herein, Provider makes no guarantee, representation or warranty, including any implied warranty of merchantability or fitness for particular purpose, that the Equipment or services supplied will avert or prevent occurrence or the consequences therefrom which the Equipment or service is intended to detect or avert; that the Equipment and services are designed to reduce, but not eliminate, certain risks of loss and that the amounts charged hereunder are not sufficient to warrant or guarantee that either no loss or damage will occur or that increased loss or damage will not occur. (b) CLIENT UNDERSTANDS AND AGREES THAT SHOULD PROVIDER BE FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO A FAILURE OF THE EQUIPMENT TO PROPERLY OPERATE, OR A FAILURE OF SERVICE IN ANY RESPECT, WHETHER SUCH LIABILITY ARISES FROM THE DESIGN, SALE, LEASE, INSTALLATION, REPAIR, INSPECTION, MAINTENANCE OR PERFORMANCE OF THE EQUIPMENT OR ANY OTHER CAUSE, WHETHER FOR BREACH OF EXPRESS OR IMPLIED CONTRACT OR WARRANTY OR FOR PRODUCT OR STRICT LIABILITY, THE CUMULATIVE LIABILITY OF PROVIDER SHALL BE LIMITED TO TWO HUNDRED FIFTY DOLLARS (\$250), AND THIS LIABILITY SHALL BE EXCLUSIVE AND SHALL APPLY IF LOSS OR DAMAGE, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY FROM PERFORMANCE OR NON-PERFORMANCE OF ANY OF THE PROVIDER'S OBLIGATIONS. IF CLIENT WISHES TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, CLIENT MAY, AS A MATTER OF RIGHT, OBTAIN A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT FOR THE INCREASE IN SUCH LIMIT OF LIABILITY, BUT THIS HIGHER LIMITATION SHALL IN NO WAY BE INTERPRETED TO HOLD PROVIDER AS AN INSURER. (c) When Client in the ordinary course of business has the property of others in its custody, Client agrees to and shall indemnify, defend and hold harmless Provider for and against all claims brought by owners of said property arising out of equipment or services provided under this agreement. This provision shall apply to all claims regardless of cause, including Provider's performance or failure to perform and including defects in products, design, installation, service, operation or non-operation of the Equipment, whether based upon the negligence, active or passive express or implied contact or warranty, contribution or non-operation of the Equipment.

SUBROGATION. Client hereby releases, discharges and agrees to hold Dealer harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the premises of Client, whether said claim is made by Client, his agents or insurance company, or from any other parties claiming under or through Client. Client agrees to indemnify Dealer against any action for subrogation which may be brought against Dealer by any insurer or insurance company or its agents or assigns, including the payment of all damages, expenses, costs and attorney's fees.

INDEMNIFICATION. Client agrees to indemnify, defend and hold harmless Dealer, its successors and assigns, from any loss, cost or expense on account of any claim for damages by any person not a party to this agreement including Client's insurance company, arising out of the apprehension on or about the premises of any burglary or robbery suspect, or on account of any claim for destruction, damage or injury to any person or property arising out of or in connection with the operation or non-operation of the equipment whether these claims be based upon alleged intentional conduct, active or passive negligence, or strict or product liability on the part of Dealer, its agents, servants or employees.

ASSIGNMENT. None of the Client's rights or responsibilities under this Agreement may be assigned to any other person or entity unless Client receives Dealer's written consent to such assignment, which Dealer shall be under no obligation to grant. Dealer may, at its sole option and without the consent of Client, assign some or all of its rights and assign or delegate some or all of its obligations under this Agreement. Client agrees that if it sells or leases the premises on which the Equipment has been installed, Client shall immediately notify Dealer, although such notification shall not relieve Client of Client's responsibilities under this agreement.

CONTINGENCIES. This contract is subject to contingencies of causes beyond the control of Dealer, including but not limited to legislation of any kind, acts, demands, order or regulations of any governmental authority and is also subject to acts of God, fires, floods, strikes, labor difficulties, inability to secure transportation, unusual market conditions, accidents or acts of military authority.

SERVICE. Except as specifically set forth herein, Dealer shall not be obligated to provide service of any type on the equipment installed for the benefit of the Client. If the Client wishes the equipment to be serviced by Dealer, such an agreement shall be separately negotiated by the parties.

Client Initials _____

OBLIGATIONS OF CLIENT. As a part of, and in addition to, the other obligations set forth herein, Client agrees to the following terms subject to the limitations and restrictions set forth herein. Client agrees that the equipment will not be tampered with, removed, dislocated, misused or abused. Client agrees to test/verify the equipment operations monthly and to notify Dealer immediately if a problem occurs in the System.

TAXES AND OTHER CHARGES. Client shall pay any and all permit license fees, sales, use, gross receipts, excise or business taxes, personal property taxes or assessments and all other governmental charges whatsoever, to whomsoever payable, which may be imposed upon or related to the installation of the Equipment at Client's premises during the term of this Agreement.

INCREASES IN CHARGES. Dealer has the right to increase warranty charges any time after the first year of this Agreement. If you give us a written objection to the increase within 30 days of your receipt of notice of the increase, and we do not waive the increase, then you may terminate this Agreement effective 30 days after our receipt of your written notice of objection.

DEFAULT BY CLIENT. Client agrees that if it defaults in the performance of any of its obligations hereunder, all of the remaining fees payable under this Agreement shall become immediately due and payable, without presentment, demand, protest or notice (except as required by State law), all of which are hereby expressly waived by Client. In addition, if any payment hereunder is more than 15 days past due, Client will pay a late fee of \$5.00. If payment is made by check which is not paid or is dishonored, Client will pay a fee of \$30.00, except where prohibited by law.

ATTORNEYS FEES AND COSTS. In connection with any litigation arising out of this Agreement, except to the extent prohibited by State law, Dealer or Central Station, should it prevail, shall be entitled to recover, in addition to all other amounts, its reasonable attorneys fees and cost incurred in connection with such litigation. This Agreement shall be construed in accordance with the internal laws of the State in which Client resides. Any part of this Agreement contrary to such laws shall not invalidate other parts of this Agreement.

CHANGES IN STANDARDS AND REGULATIONS OF REGULATORY AGENCIES. Dealer shall not be responsible nor liable for any costs or changes necessitated by changes in the regulations and standards of any and all regulatory agencies after the date of execution of this agreement. Client shall be responsible for and shall pay to Dealer the cost of any additions, corrections or changes to the equipment that may be requested or required after the execution of this agreement. Client acknowledges that it is his responsibility to bring to the attention of Dealer any rules, regulations, standards or codes of which Client may be aware and with which the equipment must comply.

ENTIRE AGREEMENT. Client acknowledges that he or she is of legal age, has received a true copy of this Agreement, and has read and clearly understood the terms of this Agreement. This Agreement represents the final and entire agreement between you and Dealer which may not be amended except as provided herein. This Agreement shall not become binding upon Dealer unless approved by an officer or manager of Schmidt Security Pro.

JOINT AND SEVERAL LIABILITY. If there is more than one Client, each shall be responsible for the obligations of the other under this Agreement, as well as for their own obligations, and each Client shall be responsible for all Clients' obligations under this Agreement.

Client Initials _____