



CITY OF NAPERVILLE – FIRE DEPARTMENT  
1380 Aurora Avenue, Naperville, Illinois 60540

FIRE ALARM SIGNAL WIRELESS LEASE AGREEMENT

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between CITY OF NAPERVILLE (the “City”), 400 S Eagle St, P.O. Box 3020, Naperville, Illinois 60566-7020 and \_\_\_\_\_ (the “Subscriber”).

Name of occupancy where wireless equipment is installed: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Property Owner (if different than Subscriber): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

1. SYSTEM SERVICE: The Subscriber agrees to lease wireless equipment (radio) to transmit fire alarm signals to the Naperville 911 Center during the term of this agreement, from the City of Naperville.

2. TERM, PAYMENT, RENEWAL: Subscriber hereby agrees to pay City the following:

Lease Fee of \$33.38 dollars per month, payable annually in advance, and due within 25 days of invoice date. The monthly charge is subject to increase as set forth in Paragraph 9. In addition, together with the first annual payment as set forth above, Subscriber shall pay the pro rate share of the charges for the period in which service commenced.

This Agreement shall remain in force unless terminated by either party in writing by registered mail, with no less than sixty (60) days notice.

3. CITY LIABILITY DISCLAIMER OF WARRANTIES: CITY DOES NOT REPRESENT OR WARRANT THAT THE ALARM SYSTEM, LEASED RADIO 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 CITY 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 IMPLIED. SUBSCRIBER FURTHER ACKNOWLEDGES AND AGREES THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AND EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. SUBSCRIBER FURTHER ACKNOWLEDGES AND AGREES: (A) THAT CITY 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 SUBSCRIBER HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPHS (4) and (5) WHICH SET FORTH LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE EVENT OF ANY LOSS OR DAMAGE TO SUBSCRIBER OR ANYONE ELSE.

4. CITY IS NOT AN INSURER; LIMIT OF LIABILITY: It is understood and agreed that since City 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. City 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 there from which the system or service is designed to detect or avert. Subscriber acknowledges that it is impractical and extremely difficult to fix the 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 lost, stolen, 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 City’s Failure to perform or by the equipment to properly operate; and

(d) The nature of the service to be performed by City. Subscriber understands and agrees that if, notwithstanding the above provisions, City should be found liable for personal injury or property loss or damage due from failure to perform any of the City’s obligations herein, including but not limited to, installation, maintenance, monitoring, service or the failure or malfunction of the system or equipment in any respect whatsoever, City’s liability shall be limited to a sum equal to the total of two (2) quarterly charges or Two Hundred Fifty (\$250.00) 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 City or Chicago Metropolitan Fire Prevention Company, its agents, servants, assigns or employees.

If Subscriber wishes City to assume greater liability, Subscriber has the right to obtain from City, 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 City as an insurer.

5. **THIRD PARTY INDEMNIFICATION:** In the event any person, not a party to this Agreement, including Chicago Metropolitan Fire Prevention Company, shall make any claim or file any lawsuit against City or Chicago Metropolitan Fire Prevention Company for any reason relating to City'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 City or Chicago Metropolitan Fire Prevention Company 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 City or Chicago Metropolitan Fire Prevention Company, its agents, servants, assigns or employees.

This agreement by Subscriber to indemnify City and Chicago Metropolitan Fire Prevention Company against third party claims as 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 City and Chicago Metropolitan Fire Prevention Company is on Subscriber's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

6. **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 City and Chicago Metropolitan Fire Prevention Company against all claims, demands, suits, expenses and damages by judgment or otherwise, which may be now or hereafter incurred as a result of or arising out of 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.
7. **SETTING OF THE SYSTEM:** Subscriber acknowledges that the service provided herein requires the setting of the alarm system which shall be the sole and exclusive responsibility of the Subscriber.
8. **ADDITIONAL CHARGES:** In addition to the wireless lease service charges above, the Subscriber agrees to pay all municipal, state or federal taxes, sales taxes, assessments or fees or connecting conductors between Subscriber and the City.
9. **INCREASE IN MONTHLY CHARGES:** City shall have the right, at any time, to increase monthly charges provided herein to reflect increases in federal, state and local taxes, utility charges including telephone company line charges, and municipal fees and charges, and municipal fees and charges, which hereinafter are imposed on City and which relate to the services provided under this Agreement, and Subscriber agrees to pay such increased monthly charges. City agrees to notify Subscriber 90 days in advance of any fee increases.
10. **DELINQUENCY; RECONNECT CHARGES; INTEREST:** In the event any payment due hereinunder is more than ten (10) days delinquent, City 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 alarm 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 City a reconnect charge to be fixed by City in a reasonable amount.
11. **CHANGE IN OWNERSHIP OF SUBSCRIBER'S PREMISES:** Subscriber acknowledges that the sale or transfer of Subscriber's premises shall not relieve Subscriber of his duties and obligations under this Agreement. Subscriber may not assign or permit anyone to take subject to this Agreement without the written consent of City.
12. **ASSIGNEES/SUBCONTRACTORS OF CITY:** City 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 City'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 City, and that they bind Subscriber with respect to said and/or subcontractors with the same force and effect as they bind Subscriber to City.
13. **TELEPHONE LINES:** Subscriber shall pay all charges made by any telephone company or other utility for installation, leasing and service charges of telephone lines connecting Subscriber's protected premise to the City's 911 Center when a digital communicator, voice communicator, or direct line is installed or when the signals are transmitted. Subscriber acknowledges that if a digital or voice communicator for the purpose of transmitting alarm signals from Subscriber's premises to the City's 911 Center, the alarm is not continually supervised, and that the signals from Subscriber's alarm system are transmitted over Subscriber's regular telephone service to the City's 911 Center, and in the event Subscriber's telephone service is out of order, disconnected, placed on vacation, or otherwise interrupted, signals from Subscriber's alarm system will not be received in the City's 911 Center during any such interruption in telephone service and the interruption will not be known to City. Subscriber further acknowledges and agrees that signals which are transmitted over telephone company lines are wholly beyond the control and jurisdiction of the City and are maintained and serviced by the applicable telephone company or utility.
14. **SELECTION OF SYSTEM COMPONENTS:** The Subscriber agrees that the City shall have no liability for the failure to install any equipment or systems not designated to be installed in this agreement.
15. **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.
16. **ADDITIONS OR AMENDMENTS:** Any additions or amendments must be signed by all parties. No verbal understanding shall alter the terms of this Agreement.
17. **ATTORNEY'S FEES:** In the event it shall become necessary for City to institute legal proceedings to collect the cost of the monthly charge or to otherwise pursue City's rights or enforce Subscriber's obligation herein, then and in such proceedings Subscriber shall pay City's reasonable attorney's fees.
18. **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.

19. ENTIRE INTEGRATED AGREEMENT; MODIFICATION; ALTERATIONS; 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 supersedes 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.
20. NOTICES: All notices to be given hereunder shall be in writing and may be served, either personally or by mail, postage prepaid at the address shown herein.
21. TESTING: It is the responsibility of the Subscriber to test the system for proper operation periodically but not less than monthly. Testing of the system shall include transmission of alarm signals to the City's 911 Center.
22. INSPECTION AND TEST SERVICE. If Subscriber so requests, the City can provide information on the requirements for inspection and test of Subscriber's system(s) on an annual, semi-annual, quarterly, or monthly basis.
23. RECEIPT OF COPY: Subscriber acknowledges receipt of a copy of this Agreement.
24. The CITY desires to connect wireless radios into the system with little or no impact on the customer. Before the CITY approves a wireless connection, the subscriber shall ensure the following connection requirements are in place:
  - A. The subscriber's alarm system must be in good working order before the radio transmitter can be installed.
  - B. The subscriber's alarm company must supply one of the following activation devices:
    - a) A reverse polarity module (12 vdc to 24 vdc) wired to an approved terminal strip type junction box located outside the alarm control panel.
    - b) Two (2) dry contact outputs; one for alarm activation and one for trouble activation. Dry contacts must be wired to an approved terminal strip type junction box located outside the alarm control panel.
  - C. If the subscriber's alarm company wishes to be present at the time of connection, they must schedule an appointment through Chicago Metropolitan Fire Prevention Company.
  - D. In the event the City is unable to perform the installation as requested, due to circumstances beyond its control and a return visit is necessary, an additional return trip charge will be invoiced to the subscriber.
25. RECEIPT OF COPY: Subscriber acknowledges receipt of copy of this Agreement.
26. GOVERNING LAW: This Agreement shall be governed by 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.
27. CAPTIONS AND PARAGRAPH HEADINGS: Captions and paragraph headings are for convenience only and are not a part of this agreement and shall not be used in construing it.
28. AUTHORITY: Each signatory to this agreement represents that he or she has the authority to enter into this agreement.

This Agreement shall not be binding upon CITY OF NAPERVILLE unless approved in writing by an authorized representative of CITY OF NAPERVILLE. In the event of non-approval, the only liability of CITY OF NAPERVILLE shall be to return to subscriber the amount, if any, paid to CITY OF NAPERVILLE by Subscriber upon the signing of this Agreement.

**SUBSCRIBER'S ACCEPTANCE:**  
 In accepting this Agreement, Subscriber agrees to the terms and conditions contained herein. Attention is directed to the Warranty, Limit of Liability and Other Conditions on both sides.

By: \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
 Name Printed or Typed Title

\_\_\_\_\_  
 Name Printed or Typed

Property Owner (if different from subscriber):

Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
 Name Printed or Typed