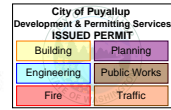




1743 First Avenue So.
Seattle, WA 98134

9435 Provost Road,
#204

1501 Kentucky Street
Bellingham, WA 98229



**City of Puyallup
Fire
REVIEWED
FOR
COMPLIANCE**

DDrake
02/16/2023
9:54:32 AM



Proposal #: 69357-1-0

COMBINED SYSTEM LEASE AND MONITORING SERVICES AGREEMENT

CUSTOMER NAME: MultiCare Good Samaritan Hospital DATE: January 17, 2023
 BILLING ADDRESS: 401 15th Ave SE Puyallup WA, 98372 Dally Tower Building
 EMAIL ADDRESS Michael.McBeath@multicare.org
 INSTALLATION ADDRESS: 401 15th Ave SE Puyallup WA, 98372
 OFFICE PHONE NO.: (253)-697-1731 SITE PHONE NO.:

1. SYSTEM LEASE - INSTALLATION AND LEASE CHARGES: CUSTOMER hereby leases from Guardian the System described below, agrees to have Guardian provide central station monitoring of the system as set forth below, and to pay installation, lease, monitoring and other charges as follows:
 (a) Installation Charge. CUSTOMER agrees upon installation of the System to pay an installation charge of \$0.00
 (b) Quarterly Lease and Monitoring: CUSTOMER agrees to pay in advance a combined lease/monitoring payment of \$70.00 per month for period of 5 years, with the quarter commencing the first day of the month following the date of installation of the system, unless installation is made on the first day of a month. The first quarterly payment shall be due and payable at the time of installation. Thereafter, payment shall be due and payable on the tenth day of each succeeding quarter. If installation is on a date that is not the first day of month, the quarterly payment shall be pro-rated to the first day of the following month, and that pro-rated amount shall be billed separately to CUSTOMER, with payment to be received by Guardian within ten days of mailing the billing.
 (c) In addition to the charges identified above, at its sole expense, CUSTOMER shall (1) provide a uninterrupted 110v electrical outlet for the operation of the System, (2) pay all related permit fees and costs, (3) pay all applicable taxes, (4) pay all false alarm fees or penalties.

2. DESCRIPTION OF SYSTEM: Installation and lease of AES system (including but not limited to AES radio transceiver, intelitap, antennas, raceway, wiring, relay boards, protected outlet covers) & UL Central Station monitoring of customer owned fire alarm system. Any associated permit costs are customer's responsibility will be billed on a separate invoice. GSS will conduct the permit submittal and review incl. CAD as well as scheduling and coordinating the permit inspections and sign offs. Customer to provide outlet on a dedicated circuit (can also use dedicated fire alarm system circuit **Preferred**) to power the AES radio. Guardian will provide the protected outlet cover boxes. Guardian can coordinate this electrical work on customers behalf if required. Additional charges may apply.

I have read and understand my responsibilities as listed above in Paragraph 2. AP

3. LIQUIDATED DAMAGES: IT IS AGREED BETWEEN CUSTOMER AND GUARDIAN THAT GUARDIAN IS NOT AN INSURER AND THE SYSTEM AND SERVICES ARE NOT INTENDED AS A SUBSTITUTE FOR ADEQUATE INSURANCE. CUSTOMER UNDERSTANDS AND AGREES THAT THE SYSTEM AND THE SERVICES (AND THE TRANSMITTER, IF APPLICABLE) ARE INTENDED ONLY TO PROVIDE WARNING IN CASE OF FIRE, IN OR ABOUT, OR ENTRY INTO THE PREMISES AND NOT TO PREVENT THE SAME AND THAT UNDER NO CIRCUMSTANCES SHALL GUARDIAN BE LIABLE FOR ANY LOSSES, EXCEPT AS PROVIDED HEREIN, and because it is impractical and extremely difficult to fix the actual damages in such event, Guardian's liability hereunder shall be limited to the sum of \$250.00 as liquidated damages, and not as a penalty. GUARDIAN SHALL NOT BE LIABLE FOR ANY OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR OTHER ECONOMIC LOSS OR PERSONAL INJURY OR DEATH IN CONNECTION WITH OR ARISING OUT OF THE EXISTENCE FURNISHING, FUNCTIONING OR USE OF THE SYSTEM OR SERVICES OF GUARDIAN. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE GUARDIAN HARMLESS WITH RESPECT TO ANY INJURY, DAMAGE OR CLAIM TO PERSONS OR PROPERTY, THAT MAY ARISE OUT OF OR RELATE TO THE OPERATION OR MAINTENANCE OF THE SYSTEM OR LACK OR FAILURE THEREOF, OR GUARDIAN'S SERVICES.
 CUSTOMER HAS READ AND UNDERSTANDS THIS PARAGRAPH AND AGREES TO ITS TERMS. AP (Customers Initials).

4. AUTOMATIC RENEWAL/TERMINATION/RETURN OF LEASED EQUIPMENT: upon expiration of this agreement at the end of its term identified in paragraph 1 above, this Agreement shall automatically renew for successive periods of one year, except that within the first sixty (60) days of any renewal year, CUSTOMER may terminate this agreement upon 30 days advance written notice to Guardian. In the event of termination upon written notice by CUSTOMER, CUSTOMER agrees to pay all lease/monitoring through the end of the 30 day written notice period and to deliver to Guardian within that 30 day period all leased equipment. Customer shall be liable for and pay any and all excise, sales, use or other taxes which may be imposed upon Guardian or CUSTOMER arising out of this Agreement or its termination.

5. DEFAULT, REMEDIES: Time is of the essence in connection with payments due under this Agreement. In the event the CUSTOMER is in default in the payment of any amounts due under this agreement, Guardian may terminate this agreement forthwith without notice to CUSTOMER and retake possession of the System and/or the transmitter, wherever the same may be located, without any court order or further process of law; retain all amounts previously received from CUSTOMER; sue for and recover all unpaid amounts due hereunder; and pursue and exercise any other remedy available at law or in equity. All remedies are cumulative and may be exercised concurrently or separately. CUSTOMER agrees to pay Guardian all costs and expenses, including all reasonable attorneys' fees, incurred by Guardian in pursuing or exercising any of its rights or remedies at law or in equity. Interest on unpaid amounts shall be charged at the rate of 1 1/2% per month or the highest rate allowed by law, whichever is less. If the monitoring service is deactivated because of CUSTOMER'S failure to timely make payment, and if CUSTOMER desires to have the service reactivated, CUSTOMER agrees to pay in advance Guardian's prevailing reactivation charge.

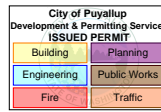
6. FORCE MAJEURE: Guardian will not be liable for any damages caused by delay in furnishing or failure to furnish equipment or services due to fire, flood, strike, lockout, dispute with workmen, inability to obtain material, war, act of God, or any other cause beyond Guardian's reasonable control.

7. GOVERNING LAW; VENUE: This Agreement shall be construed under and governed by the laws of Washington. The parties hereto submit to the jurisdiction of any federal or state court sitting in Seattle, King County, Washington, in any action or proceeding arising out of or relating to this Agreement.

8. ASSIGNMENT: CUSTOMER shall not assign this Agreement or any part hereof without the prior written consent of Guardian. Guardian shall have the right to assign this Agreement to any other person, firm, or corporation without notice to CUSTOMER, and shall have the further right to subcontract services which it may perform.

9. INCREASE IN TAXES, UTILITY CHARGES OR MONTHLY SERVICES: CUSTOMER acknowledges that all charges set forth herein are based upon existing federal, state and local taxes, fees and utility charges. Guardian shall have the right, at any time, to increase the charges provided herein, to reflect any increases in existing or any additional taxes, fees or charges which hereafter may be imposed on Guardian or its equipment/services by any utility or governmental agency relating to the equipment/services provided under the terms of this Agreement, and CUSTOMER agrees to pay the same.

THIS AGREEMENT IS NOT BINDING UNLESS APPROVED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GUARDIAN	I HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT
DocuSigned by: <u>Brendan Murphy</u>	Customer Signature: <u>Aaron Piche</u>
<u>Brendan Murphy</u> Authorized Officer's signature for acceptance	By: <u>Aaron Piche</u>
44F7B85B47B4CB Title: Inspections Sales Rep	<u>Director of Fire and Inspections Sales Manager</u>
Date:	Date: <u>1-19-2023</u>



Emergency Notification List

	<input checked="" type="checkbox"/> New Subscriber <input type="checkbox"/> New Address <input type="checkbox"/> Upgrade <input type="checkbox"/> Take Over Formerly	Date: 01/17/2023
SubSubscriber	Name: MultiCare Good Samaritan Hospital Email: Michael.McBeath@multicare.org	
	Address: 401 15th Ave SE Dally Tower Building Telephone number: (253)-697-1731	
	Puyallup, WA, 98372 Alt. Num. at Same Location	
	Type of Facility: <input type="checkbox"/> Residential <input checked="" type="checkbox"/> Commercial (Description)	

Type of Control Panel: Type of Communicator:

Conditions Monitored	<input type="checkbox"/> Burglary <input type="checkbox"/> Panic <input type="checkbox"/> Medical Emergency <input type="checkbox"/> Other: _____ <input type="checkbox"/> Hold-up <input checked="" type="checkbox"/> Fire <input type="checkbox"/> Process Supervision <input type="checkbox"/> Elevator		
Services	<input type="checkbox"/> Keypad Police <input checked="" type="checkbox"/> Emergency Monitoring & Notification <input type="checkbox"/> Logged Open/Closed <input type="checkbox"/> O/C Logging with ID <input type="checkbox"/> Scheduled O/C with Individual ID <input type="checkbox"/> PERS	<input type="checkbox"/> Keypad Medical <input checked="" type="checkbox"/> Daily Test <input type="checkbox"/> Weekly Test <input type="checkbox"/> Monthly Test <input type="checkbox"/> OnLine Internet Viewing Reports <input type="checkbox"/> Network Monitoring	<input type="checkbox"/> Keypad Fire <input type="checkbox"/> Patrol Response <input type="checkbox"/> Police Response <input type="checkbox"/> GSM <input checked="" type="checkbox"/> AES <input type="checkbox"/> Password

All Correspondence Should Be Sent To The Attention Of:
 Mike McBeath. MultiCare Good Samaritan Hospital

Address (If Not Above Address)
 401 15th Ave SE Puyallup WA, 98372

Special Instructions

Please indicate order of notification. Then list 1,2,3, etc. for order of notification. Attempts will be made to reach persons in order indicated.

Order	Persons To Be Contacted on Alarms	Password	Residence Telephone #.	Office Telephone #	Cell	Leave Message	Y	Text	Y
1	GSH Duty ENGINEER		253-948-7301	Cell	✓	Yes	✓	Yes	✓
2	GSH DUTY ENGINEER RADIO								
3	IF NO ANSWER ON CELL		253-697-1802	RADIO					
4									
5	GSH Security		253-697-1735	RADIO					
6									

It is the responsibility of the customer to notify Guardian Security Systems in the event of any changes made to the Emergency Notification List, and

Subscribers Signature:	DocuSigned by: Guardian Security Systems Representative 4AF7BB65B47B4CB... Joseph Park, Inspections Sales Rep BRENDAN MURPHY
Print Name: Aaron Piché	Joseph Park, Inspections Sales Rep BRENDAN MURPHY

Director of Fire and Inspections Sales