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INSTALLATION AND SERVICES AGREEMENT

This Installation and Services Agreement (this "Agreement") is July 1st, 2025 between **Rapid Fire Safety & Security LLC**, a Delaware limited liability company (the "or we"), and Cleveland County District 3 (the "Customer" or "you"). This Agreement covers the security and/or fire protection system(s) (together, the "System") located at the following location(s) (the "Protected Premises") and the services requested below ("Services"). We have written this Agreement in simple, easy-to-read language because we want you to understand it. -Please feel free to ask any questions.

CUSTOMER INFORMATION:

Location of the Protected Premises: 9050 HWY 77 Noble, OK 73068	Billing Address: 9050 HWY 77 Noble, OK 73068	Billing Contact: Name: Vince Dougherty Phone: 405-872-3888 Fax: E-mail: vdougherty@clevelandcountyOK.com
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- ☐ The initial term of this Agreement is for 1 year.
- ☐ ☐ If you have elected to have the Company install the System, which shall consist of the equipment listed on Schedule A, the Company shall install the System and you agree to pay the installation and related charges set forth on Schedule A.
- ☐ ☒ If you have elected any Services described on Schedule B, the Company shall provide such Services and you agree to pay the fees set forth therein.

NOTES: Security & Fire Alarm Monitoring.

CUSTOMER ACKNOWLEDGES THAT IT HAS RECEIVED A COPY OF THIS AGREEMENT AND ALL ITS ATTACHMENTS. CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD THIS AGREEMENT, ESPECIALLY THOSE SECTIONS ON THE REVERSE SIDE RELATING TO THE INDEMNIFICATION OF COMPANY (SECTION 5) AND COMPANY'S LIMITED LIABILITY (SECTION 1).

CUSTOMER:

Cleveland County District 3

Signed by:
 By: Vince Dougherty
 Name: Vince Dougherty
 Title: Admin

COMPANY:

RAPID FIRE SAFETY & SECURITY LLC

By: [Signature]
 Name: Beau Smith
 Title: Authorized Representative

TERMS AND CONDITIONS



1. LIMITATION OF COMPANY'S LIABILITY. IF COMPANY IS FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO ITS NEGLIGENCE OR THE FAILURE TO PERFORM ITS OBLIGATIONS IN THIS AGREEMENT, INCLUDING INSPECTING, SERVICING, MONITORING, GUARDING OR PATROLLING, AND/OR REPAIRING THE SYSTEM, IN ANY RESPECT AT ALL, COMPANY'S MAXIMUM LIABILITY WILL BE \$1,000. COMPANY EXPRESSLY DENIES ALL LIABILITY FOR ANY OTHER LOSS OR DAMAGE WHICH MAY OCCUR PRIOR TO, AT OR AFTER SIGNING THIS AGREEMENT. THIS INCLUDES LIABILITY BASED ON CONTRACT, TORT, NEGLIGENCE, WARRANTY (INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ANY OTHER THEORY OF LIABILITY. THIS EXCLUSION SPECIFICALLY COVERS LIABILITY FOR: LOST PROFITS; LOST OR DAMAGED PROPERTY; LOSS OF USE OF PROPERTY OR THE PROTECTED PREMISES; GOVERNMENTAL FINES AND CHARGES; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS EXCLUSION ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (DAMAGES THAT RESULT FROM AN ACT, BUT DO NOT DIRECTLY RELATE TO THE ACT) AND PUNITIVE (DAMAGES USED TO MAKE AN EXAMPLE OF SOMEONE).

2. Insurance. Customer understands that COMPANY IS NOT AN INSURER. Customer is responsible for obtaining all insurance Customer thinks is necessary, including coverage for personal injury and property damage. The payments Customer makes under this Agreement are not related to the value of the Protected Premises or Customer's assets, but rather are based on the cost of the Services. Customer releases Company from any liability for any event or condition covered by Customer's insurance. Customer understands that the System is designed to reduce, but not eliminate, certain risks. Company does not guaranty that the System will prevent personal injury or fire and smoke damage to the Protected Premises. Company assumes no liability for those risks.

3. Warranty. The Company warrants that the System shall be installed in accordance with manufacturers' specifications, and in a professional and commercially reasonable manner. The Company shall warrant the System for one (1) year from the completion date of the installation (the "Warranty"). Except for the Warranty, all other Services that are or may be provided by Company are provided "as is" with all faults. Customer must notify Company of any problem that Customer claims is covered by the Warranty within the one-year time period. Upon the expiration of the Warranty, the Customer may purchase continued maintenance services for the System in accordance with Schedule B. Trip charges may be assessed by the Company for responding to any maintenance or repair requests.

4. Disclaimer of Warranty. COMPANY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OTHER IMPLIED WARRANTIES ARISING

THROUGH TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

5. Customer's Indemnification of Company. This Agreement is intended only for Customer's benefit. Therefore, Customer agrees to indemnify, defend and release Company and Company's related parties from liability against all third-party claims or losses (including reasonable attorneys' fees) brought against Company which relate to the System or the Services. Company's related parties include Company's employees, agents and subcontractors. This indemnity covers claims brought against Company by Customer's insurance company. It also includes claims arising under contract, warranty, negligence, or any other theory of liability. **Customer's duty to indemnify Company, however, does not apply to claims based on injuries to third parties or to their property that occurred while Company's employees were on the Protected Premises and which were caused solely and directly by those employees.** In case of any third-party claim or loss covered by Customer's insurance, Customer agrees not to look to Company or Company's related parties for reimbursement. Customer waives any subrogation and other rights that Customer's insurance carrier or others claiming through Customer may have against Company or Company's related parties.

6. Customer's Agreements. Customer has the authority to sign this Agreement and to bind the owner of the Protected Premises, and in doing so will not violate any other agreement. Customer is not aware of any hazardous conditions on the Protected Premises. Customer is responsible for identifying the location or locations of the System and for providing Company with timely access to it. Customer must have drawings of the System available on-site for review by Company. Customer is solely responsible to ensure that all information provided to Company about the System, including drawings, specifications and prior service history, is accurate and complete in all respects. Customer owns the System and is solely responsible for its ongoing performance and operation and for ensuring that it is being tested, inspected, serviced and maintained in accordance with all applicable laws and codes. Company has no responsibility for Customer's failure to properly test, inspect, service or otherwise maintain the System. Customer is responsible for notifying Company of any problems with the System. In the event the System must be taken out of service or is otherwise not functioning properly, Customer is solely responsible for all costs incurred in connection therewith, including any required fire watch. Customer understands that Company's obligations are limited to providing the Services. Customer agrees to pay Company, at its then-current rates (including overtime rates if applicable), for doing any work not covered by this Agreement, including any upgrades, additions or repairs to the System, or the replacement of any System parts. Customer will not tamper or interfere with any materials or services provided by Company, nor permit others to do so.

7. Renewal; Termination. This Agreement will automatically renew on an annual basis, upon the same terms and conditions, unless either party gives notice to the other party at least thirty (30) days prior to the expiration date of its intent to terminate this Agreement in writing at the end of the



then-current term. If this Agreement is terminated early by Customer, the Customer shall be responsible for a termination fee in the amount of fifty percent (50%) of the remaining fees for the then-current term. If this Agreement is terminated, Company does not have to provide any Services after that date. If Company waives any default by Customer, that does not mean Company waives later defaults. Any waiver by Company must be in writing.

8. System Charges. Customer agrees to obtain all licenses and pay all taxes, fines and other assessments, including sales taxes and false alarm charges. Company's fees are based upon existing taxes and charges, and Company can increase Company's fees to reflect changes in these taxes or charges. Company agrees not to otherwise raise its prices for the first 12 months of this Agreement. Invoices are due upon receipt. If Customer is more than thirty (30) days late with payment, Company can charge Customer a late fee of \$20 and interest up to the highest rate allowed by law. In addition, Customer agrees to pay Company's reasonable collection costs, including attorneys' fees.

9. Alarm Monitoring. If Customer elects to receive monitoring services, then Company agrees to monitor alarm signals from the System and Customer agrees to pay Company for doing so. Once Company receives an alarm signal, Company will try to notify (i) the persons identified on Customer's emergency data sheet (the "Customer Notification List"); and (ii) the appropriate fire department and/or other emergency responders ("First Responders"); *provided, however*, that Company will not try to notify anyone if Company reasonably believes notification is not required based on the circumstances. Customer agrees to provide Company with a completed Customer Notification List and to update it as necessary. Company is entitled to rely solely on the Customer Notification List. You expressly authorize Company to contact the persons listed on the Customer Notification List. Company is not responsible for trying to contact anyone else.

Customer understands that some local municipalities and jurisdictions require licenses or permits for the use and/or monitoring of Systems and that Customer is solely responsible for determining and complying with such requirements. Customer shall notify the Company of any local municipal requirements or changes that may affect the Company's performance of Services.

Customer understands that, with respect to any *security alarm monitoring services* to be provided under this Agreement: (i) many First Responders have specific requirements that must be satisfied before their personnel will respond to a burglar alarm such as having a valid permit on file, making multiple attempts to contact Customer representatives, and/or verifying the validity of the burglar alarm by private investigation or other electronic means; (ii) First Responders may not respond to your Protected Premises after notice to First Responders of receipt of a burglar alarm signal by Company unless there is independent confirmation of a crime or emergency at your Protected Premises; (iii) if necessary, Customer is solely responsible for engaging a professional service or personal representatives to provide additional on-site verification of burglar alarms at your Protected Premises; (iv) all expenses related to on-site

verification shall be borne by Customer; (v) Company will make whatever efforts it feels is appropriate to verify the validity of a burglar alarm prior to notifying First Responders such as calling, emailing, or text messaging the contacts on the Customer Notification List prior to notifying First Responders of a burglary alarm; (vi) unless required by law, Company will not notify First Responders of any burglar alarm signal if Company receives an electronic or verbal cancel/abort code, verbal advice to disregard the alarm signal by any of your representatives on the Customer Notification List, or video images that indicate no obvious criminal activity occurring at the Protected Premises; and (vii) Company's efforts to notify First Responders or Customer Notification List shall be satisfied by advice electronically or by telephone to any person listed on the Customer Notification List or by leaving a message on an automated message recording device. Customer acknowledges that this does not apply to fire alarm monitoring.

10. Transmission Systems (Monitoring Only). Customer understands that: (i) the System communicates with the monitoring facility over one or more transmission systems, such as POTS (plain old telephone system), VOIP, DSL, broadband, cellular, radio, internet, etc.; (ii) these transmission systems are beyond the control of Company and are maintained and serviced solely by the applicable transmission system provider; (iii) these transmission systems may not always be reliable; and (iv) any changes made to these transmission systems may disrupt communications from the System and, without notice from Customer, Company may have no way to know of such problem. **CUSTOMER UNDERSTANDS THAT COMPANY AND/OR ANY THIRD PARTY MONITORING PROVIDER ENGAGED BY COMPANY WILL NOT RECEIVE ALARM SIGNALS FROM THE SYSTEM IF CUSTOMER'S TRANSMISSION SYSTEM IS NOT WORKING PROPERLY OR IF CHANGES IN THE TRANSMISSION SYSTEM PREVENT THE SYSTEM FROM COMMUNICATING WITH THE MONITORING FACILITY. CUSTOMER IS RESPONSIBLE FOR TESTING THE SYSTEM ON A WEEKLY BASIS, AS WELL AS IMMEDIATELY FOLLOWING ANY CHANGE TO THE TRANSMISSION SYSTEM.** Customer will immediately notify Company of any problems with the System. Company is not responsible for any interruption of Services due to any cause beyond Company's control, such as when Customer's transmission system has been tampered with (for example, if the telephone line has been cut) or is otherwise not working properly, or as a result of any damage or destruction to Company's equipment or facilities.

11. Video Monitoring. Company has no control over and takes no responsibility for the placement of the System or any cameras and their view. Customer agrees to use the Services in compliance with all laws, including privacy and consumer protection laws, and not for any illegal purposes, including invasion of privacy or illicit conduct. Company may terminate the Services if Customer, in our sole determination, breaches this covenant. Company does not guarantee the receipt, clarity or quality of any images that may be adversely impacted by, for example, lighting, Internet and wireless communication facilities and transmission quality, electrical



interference, weather and other conditions beyond our control.

12. Force Majeure. Company assumes no liability for delay in the installation of the System or other equipment, or for interruption of monitoring or other service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption of or unavailability of transmission systems, pandemics, epidemics, natural disasters, cyberattacks, acts of God or any force majeure or other cause beyond the control of Company, and will not be required to supply monitoring or other Services to Customer while interruption of Services due to any such cause shall continue.

13. Assignability. Customer may not assign or transfer this Agreement without Company's consent. However, Company may assign this Agreement or subcontract its obligations without Customer's consent. If Company does so, anyone to whom Company transfers or subcontracts its obligations will have all of Company's rights hereunder. Company is not responsible, however, for any work which is done negligently by any third party.

14. Notices; Limitation on Lawsuits; Jury Trial. Unless otherwise indicated, all notices must be in writing. Customer must bring any claim against Company within one (1) year after the claim arose. If Customer does not, Customer has no right to sue Company and Company has no liability to Customer for that claim. It is critical that Customer bring any claim in a timely manner. The provisions of this Agreement which apply to any claim remain in effect even after this Agreement ends. **COMPANY AND CUSTOMER BOTH GIVE UP THEIR RIGHT TO A JURY TRIAL.**

15. Equipment Ownership. All equipment installed by Company on Schedule A shall be solely owned by the Customer upon completion of the installation. The Company does not lease the System.

16. Consent to Recording. Customer agrees that Company can record and use all telephone, audio, electronic and other forms of communication with anyone at the Protected Premises in the normal course of Company's business. To the fullest extent permitted by applicable law, for yourself, on behalf of your designated agents, and on behalf of any other parties who are present at the Protected Premises at any time, you hereby consent to Company recording, accessing, reviewing, copying, disclosing, and using, for purposes of providing the Services, the contents of all communications with your designated agents and any First Responders. Company may also share such information with

law enforcement, government officials, and/or other third parties if legally required to do so or if Company has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (i) comply with applicable law, regulation, legal process or reasonable preservation request; (ii) enforce this Agreement, including investigation of any potential violation thereof; (iii) detect, prevent or otherwise address security, fraud, technical, or service related issues; or (iv) protect the rights, property or safety of Company, its users, a third party, or the public as required or permitted by law.

17. Privacy. Please review the Company's Privacy Policy available at <https://www.rapidfiress.com/privacy-policy/>, which describes our practices for collecting, using, and sharing information, including information collected when we provide the Services. Our Privacy Policy, as updated by us from time to time, is incorporated into and is part of this Agreement.

18. Miscellaneous. This Agreement contains the entire understanding between Customer and Company and replaces any other documents or discussions Company previously had with Customer. This Agreement is not binding on Company until Company or its authorized agent signs it or begins to provide any Services hereunder. This Agreement is governed by Delaware law, without regard to the conflict of laws principles thereof. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction in the county and state where the Protected Premises is located. Faxed or electronically transmitted signatures are binding on the parties. Any parts or services Company provides to Customer in the future are subject to the terms of this Agreement, as so amended. This Agreement cannot be changed except by a writing that both Customer and Company sign; *provided, however*, that Company may unilaterally update the Company's Privacy Policy from time to time. If any provision of this Agreement is found to be invalid, the remaining provisions are still effective. The word "including" means "including without limitation." Unless special arrangements are made, Company will only do work during Company's normal business hours of 8:00 a.m. to 4:30 p.m. on weekdays, excluding holidays Company observes. All schedules and attachments are a part of this Agreement.

19. State Licenses. New Mexico License #410284; Oklahoma License #AC440997. Company's headquarter address is 2 City Place, Suite 200, St. Louis, MO 63141.

[illegible]

**SCHEDULE B****SERVICES****Monitoring and Hosting Services**

	Service	Monthly Fee
☒	Security Alarm Monitoring	\$29.95
☒	Fire Alarm Monitoring	\$39.95
☐	Alarm Runner Response	\$
☐	Access Control Managed/Hosted	\$
☐	Video Access and Security	\$
☐	Manufacturer Software Support	\$
☒	Miscellaneous: APP	\$8.00

Inspection and Maintenance Services

	Service	Fees Per Service	Frequency of Inspection or Maintenance			
			Monthly	Quarterly	Semi-Annually	Annually
☐	Security Alarm Inspection	\$ _____	☐	☐	☐	☐
☐	Security Alarm Maintenance	\$ _____	☐	☐	☐	☐
☐	Fire Alarm Inspection	\$ _____	☐	☐	☐	☐
☒	Fire Sprinkler Inspection	\$ 34.00	☐	☐	☐	☐
☐	Fire Alarm Maintenance	\$ _____	☐	☐	☐	☐
☐	Fire Suppression (Engineered)	\$ _____	☐	☐	☐	☐
☐	Fire Suppression (Pre-engineered)	\$ _____	☐	☐	☐	☐
☐	Fire Extinguisher Inspection	\$ _____	☐	☐	☐	☐
☐	Other: _____	\$ _____	☐	☐	☐	☐

	Total Combined Monthly Services	Fees	Frequency of Recurring Billing			
			Monthly	Quarterly	Semi-Annually	Annually
☒	Service / Agreement / Maintenance	\$111.90	☒	☐	☐	☐

TERMS APPLYING TO CERTAIN SERVICES COVERED IN THIS SCHEDULE B:

1. **Alarm Runner Response.** Company agrees to provide dispatch of private patrol and service officers to investigate the Protected Premises and attempt to confirm whether there is a break-in or other emergency. All attempts to confirm a break-in or other emergency shall be consistent with the Company's standard operating procedures. An Alarm Runner Response applies only to those alarms that are in good working condition and not deemed faulty by Company. Company shall have the right to deem a Customer's alarm faulty after two (2) false Alarm Runner Responses within a twenty-four (24) hour period and/or one (1) false Alarm Runner Response per day for two (2) consecutive days. If Company responds to four false Alarm Runner Responses within a thirty (30) day period, either due to (a) an erroneous activation by Customer or (b) due to a faulty alarm, then at its discretion, Company shall invoice Customer at a rate of \$99 for every subsequent Alarm Runner Response. Upon deeming a Customer's alarm as faulty, Company shall notify Customer in writing. Upon receiving a faulty alarm notification from Company, Customer agrees to have the faulty alarm inspected and repaired at Customer's expense.



2. Access Control Managed/Hosted. Company shall host Customer's access control database offsite in the Cloud and provide customer access via a secure web portal.
3. Video Access and Security. Company shall actively monitor live, real-time video footage from the System during alarm events, and provide verification of such alarm events by monitoring facility personnel in connection with the emergency dispatch services using the video received from the System.
4. Manufacturer Software Support. Company shall contact the System manufacturer to register the System in order to receive access to technical software support and the benefits of the System manufacturer's software support services as defined by the manufacturer.
5. Security Alarm Inspection. Company agrees to inspect Customer's security alarm System and Customer agrees to pay Company for doing so. The cost of repairing the System, including replacing any parts, is in addition to the inspection fee.
6. Security Alarm Maintenance. Company agrees to provide security alarm maintenance service, which shall include the labor and materials required to repair the System or any parts thereof which have become defective through normal wear and tear and usage, except for the following conditions: (a) Damage resulting from accidents, acts of God, alteration, misuse, tampering and abuse; (b) Failure of Customer to properly close or secure a door, window or other point protected by an alarm device; (c) Failure of Customer to properly follow operating instructions provided by Company at time of installation; (d) Trouble in leased telephone line or internet; (e) Trouble due to interruption of commercial power (f) Batteries for wireless devices; and (g) Software upgrades and/or repairs. Trip charges may apply. It is understood and agreed that Company's obligation to repair relates solely to the System, and that Company is in no way obligated to repair, service, or replace any equipment or devices not installed by Company.
7. Fire Alarm Inspection. Company agrees to inspect Customer's fire alarm System and Customer agrees to pay Company for doing so. The cost of repairing the System, including replacing any parts, including any smoke or heat detectors, is in addition to the inspection fee.
8. Fire Alarm Maintenance. Company agrees to provide fire alarm maintenance service, which shall include the labor and materials required to repair the System or any parts thereof which have become defective through normal wear and tear and usage, except for the following conditions: (a) Damage resulting from accidents, acts of God, alteration, misuse, tampering and abuse; (b) Failure of Customer to properly close or secure a door, window or other point protected by an alarm device; (c) Failure of Customer to properly follow operating instructions provided by Company at time of installation; (d) Trouble in leased telephone line or internet; (e) Trouble due to interruption of commercial power (f) Batteries for wireless devices; and (g) Software upgrades and/or repairs. Trip charges may apply. It is understood and agreed that Company's obligation to repair relates solely to the System, and that Company is in no way obligated to repair, service, or replace any equipment or devices not installed by Company.
9. Fire Sprinkler Inspection. Company agrees to inspect Customer's fire sprinkler System and Customer agrees to pay Company for doing so. The cost of repairing the System, including replacing any parts, including sprinkler heads, is in addition to the inspection fee.
10. Fire Suppression Inspection. Company agrees to inspect Customer's fire suppression System and Customer agrees to pay Company for doing so. The cost of repairing the System, including replacing any parts, is in addition to the inspection fee.
11. Hood Inspection. Company agrees to inspect Customer's commercial cooking hood fire suppression System and Customer agrees to pay Company for doing so. The cost of repairing the System, including replacing any parts, including the thermal links, is in addition to the inspection fee.
12. Fire Extinguisher Inspections. Company agrees to inspect Customer's portable and other fire extinguishers and Customer agrees to pay Company for doing so. The cost of replacing or servicing any fire extinguishers, including performing any 6-year maintenance or hydrotesting, is in addition to the inspection fee.
13. Other Inspections. Company agrees to perform any other inspections identified above. Customer agrees to pay the respective fees associated therewith, together with any corresponding repairs approved by Customer.
14. Inspection Guidelines. All inspections performed under this Agreement will be conducted in accordance with the applicable NFPA guidelines and the requirements of any authority having jurisdiction.