

**FORGIVABLE LOAN AGREEMENT**

**BETWEEN THE**

**COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS**

**AND**

**National Properties, LLC**

**FOR A**

**NATIONAL AVENUE COMMERCIAL CORRIDOR  
CODE COMPLIANCE RENOVATION AT**

**9242-44 W. NATIONAL AVENUE,  
WEST ALLIS, MILWAUKEE COUNTY, WISCONSIN**

**THIS AGREEMENT** is made between the **Community Development Authority of the City of West Allis**, a separate body politic created by ordinance of the City of West Allis, pursuant to Section 66.1335 of the Wisconsin Statutes, (hereinafter the “CDA”), and **National Properties, LLC**, a Limited Liability Company (hereinafter the “BORROWER”).

**WHEREAS**, the West Allis Common Council and the CDA adopted a variety of small business grants and loan programs for the National Avenue Commercial Corridor, described further by the boundary map hereby provided attached under Exhibit A –National Avenue Commercial Corridor, to promote investment in a designated area, reduce storefront vacancies, and to attract new businesses. The purpose of this loan is to assist a property owner of a commercial property with bringing a commercial space into code compliance while filling a storefront vacancy and/or encouraging business expansion; and

**WHEREAS**, the BORROWER, a property owner within the National Avenue Commercial Corridor, desires a Code Compliance Forgivable Loan from the CDA for up to Eight Thousand Five Hundred Dollars (\$8,500) or 100% the total project cost, whichever is the lesser amount, for the following business development purpose: installation of a fire sprinkler system at 9242-44 W. National Avenue, West Allis, Wisconsin, (hereinafter the “PROJECT”), and the CDA is agreeable to loan said dollar amount to the BORROWER under terms as set forth in this Forgivable Loan Agreement.

NOW, THEREFORE, it is hereby agreed by and between the parties, for and in consideration of the following mutual covenants and promises, as follows:

1. DEFINITIONS. For the purposes of this Agreement, the following terms shall have the meanings set forth below:
  - A. “*Administrative Costs*” means administrative costs incurred by CDA in connection with the Project, but not included in nor deducted from the forgivable loan from CDA to the BORROWER.
  - B. “*Agreement*” means this Forgivable Loan Agreement for the National Avenue

Commercial Corridor Code Compliance Forgivable Loan Program between the CDA and the BORROWER, together with any future amendments thereto.

- C. “*Application*” means the National Avenue Commercial Corridor Code Compliance Forgivable Loan Program Application submittal by the BORROWER.
  - D. “*BORROWER*” means Michelle Rothschild, National Properties, LLC With principal offices at 2320 S. Graylog Ln New Berlin, WI 53151
  - E. “*Code Compliance Forgivable Loan Program*” means the program approved by Common Council Resolution R-2017-0053 and CDA Resolution #1226.
  - F. “*CITY*” means the City of West Allis, together with its lawful successors and assigns.
  - G. “*Effective Date*” means date of acceptance by signature by the Borrower of this Agreement.
  - H. “*Eligible Project Cost*” means the costs and expenditures incurred by the BORROWER in connection to the Project, as more fully described in **Exhibit B** and that are in compliance with the Program Guidelines for a Code Compliance Forgivable Loan, which is attached as Exhibit C.
  - I. “*Facility*” means the BORROWER’S real property, including improvements that are located only within the tenant space that is 9242-44 W. National Avenue, West Allis, Wisconsin.
  - J. “*CDA*” means Community Development Authority of the City of West Allis, together with its lawful successors and assigns.
  - K. “*Project*” means activities described in **Exhibit B**.
  - L. “*Term of This Agreement*” means until the BORROWER’s obligations hereunder are fully satisfied.
  - M. “*Completed Project*” means commercial space that has fulfilled necessary requirements for the issuance of an Occupancy Permit from the City of West Allis Building Inspection and Neighborhood Services Department.
2. The CDA agrees, in consideration of the BORROWER executing this Agreement, completing the Project as described in Exhibit B, and agreeing to be bound by its terms, to loan the lesser amount of the maximum sum of Eight Thousand Five Hundred Dollars (\$8,500), or 100% of the total eligible project cost, to the BORROWER.
3. The CDA shall have received the representation and warranty of the BORROWER that the BORROWER has the necessary power to execute, deliver and carry out the terms and provisions of this Agreement; further, that compliance with the provisions of the Agreement will not conflict with or result in the breach of any other agreement to which it is a party or by which it is bound. The BORROWER acknowledges that nothing contained in this Agreement nor any act of the CDA shall be deemed or construed to

create any relationship of third-party beneficiary, or of principal and agent, or of limited or general partnership, or of joint venture, or of any association between the parties to this Agreement.

4. The BORROWER will not discriminate against any employee, applicant for employment or customer because of race, religion, color, sex, age, national origin, handicap, marital status of the person maintaining the household, lawful source of income, ancestry or any other reason prohibited by federal, state or local law. Any act finally determined by a court of law to be an act of illegal discrimination shall be a breach of this Agreement, and the CDA may proceed to enforce its remedies in this Agreement by all lawful means available to the CDA.
5. The BORROWER represents and warrants to the CDA that it has obtained, or has reasonable assurance that it will obtain, all federal, state and local governmental approvals required by law to be obtained by it for this PROJECT.
6. The BORROWER acknowledges that the CDA, in making the Code Compliance Forgivable Loan, relied upon the assured completion of the PROJECT activities to be undertaken by the BORROWER, and the BORROWER reassures the CDA that it will complete such PROJECT activities.
7. The National Avenue Commercial Code Compliance Forgivable Loan from the CDA to the BORROWER hereunder for the Eligible Project Costs shall be made upon receipt and staff approval of requests for disbursements and supporting documents. The supporting documents shall include, but not limited to:
  - A. Contracts made with all contractors, subcontractors, vendors, and suppliers employed on this project.
  - B. Itemized invoices of all contractors, subcontractors, vendors, and suppliers employed on this project.
  - C. Lien waivers signed by all contractors, subcontractors, vendors, and suppliers employed on this project.
  - D. Copies of all paid invoices, cancelled checks and/or bank statements for all code compliance work covered by the grant. The invoices must be marked paid, signed, and dated by the contractors. **Cash payments are not allowed.**
  - E. Color photos of Completed Project.
8. The CDA may request reimbursement for the CDA Code Compliance Forgivable Loan funds paid if it determines that the BORROWER has not provided adequate documentation of Eligible Project Costs, has failed to file required reports hereunder, or is otherwise in default under the terms of this Agreement.
9. All reimbursement requests for Eligible Project Costs must be submitted by the Borrower to the CDA with all required supporting documents by September 10, 2022.
10. The BORROWER shall complete and maintain books, records and other documents

relating directly to the receipt and disbursement of any of the Code Compliance Forgivable Loan proceeds received by it, either directly or indirectly, and any duly authorized representative of the CDA, shall at all reasonable times, after proper notice is given, have access to and the right to inspect, copy, audit and examine all such books, records and other documents of the BORROWER until the final settlement and conclusions of all issues arising out of the Forgivable Loan or under the Agreement.

11. The BORROWER agrees that any duly authorized representative of the CDA shall, at all reasonable times after notice, have access to any portion of the Project.
12. The BORROWER acknowledges that the duties, obligations or responsibilities under this Agreement are continuing, and no right or privilege inures to the BORROWER to the complete Code Compliance Forgivable Loan proceeds without complete compliance with the aforementioned continuing duties and responsibilities.
13. This Forgivable Loan Agreement may not be amended without approval of the CDA.
14. If an event occurs which causes or may cause delays in either the commencement or the completion of the undertaken Project, the BORROWER shall notify the CDA, in writing, of the delay or anticipated delay, and the cause or causes of the delays or anticipated delays; and, if the cause has been or will be by circumstances beyond the control of the BORROWER, the time for performance shall be extended for the period equal to the delay. The BORROWER agrees that any of the following events shall constitute an event of default:
  - A. failure to obtain a commercial occupancy permit for the Facility by September 10, 2022;
  - B. failure to maintain ownership of the Facility during the time period of this Agreement;
  - C. failure to perform any obligation contained in this Agreement;
  - D. the execution of any remedies resulting from an assignment for the benefit of the BORROWER's creditors or commission of any other act amounting to a business failure;
  - E. the filing, by or against the BORROWER, of a petition under any chapter of the U.S. Bankruptcy Code or for the appointment of a receiver;
  - F. any uncured default or breach of the BORROWER's obligations under the terms and conditions of this Agreement, its leases, or financing arrangements with other creditors;
  - G. any material misrepresentation with respect to the BORROWER's warranties and representations under this Agreement or the Application;
  - H. any other action or omission by the BORROWER, which in the CDA's reasonable discretion, jeopardizes the BORROWER's ability to fulfill its

obligations under this Agreement or otherwise causes the CDA to deem Borrower insecure.

15. The BORROWER shall procure and maintain comprehensive property damage and comprehensive liability insurance reasonably acceptable to the CDA and the City Attorney. Evidence of insurance shall be provided by a Certificate of Insurance listing the Community Development Authority of the City of West Allis and its officers (elected and appointed), employees, agents, and volunteers as an additional insured on the insurance policies. The Borrower's evidence of insurance must insure the CDA up to CDA's limits, and the Borrower agrees to submit all documents that are requested by the City Attorney. All insurance documents provided by the Borrower must be in a form approved by the City Attorney.
16. REMEDIES IN EVENT OF DEFAULT
  - A. Upon the occurrence of any Event of Default, the CDA shall send a written notice of default to the BORROWER, setting forth with reasonable specificity the nature of the default. If the BORROWER fails to cure the default to the reasonable satisfaction of the CDA within ten (10) business days, the CDA may, without prior written consent and without further written notice to the BORROWER, declare the BORROWER in default, terminate this Agreement effective immediately, and seek return of all Forgivable Loan funds disbursed to the BORROWER hereunder.
  - B. Upon the termination of this Agreement:
    1. The BORROWER shall be liable for the full Forgivable Loan amount disbursed as a result of this Agreement.
    2. Subject to the rights of other creditors, the CDA shall be entitled to exercise any and all remedies available to the CDA under this Agreement, related Forgivable Loan documents, and applicable laws.
    3. In addition to the rights and remedies available to the CDA at law, in equity, or in bankruptcy, the CDA shall be entitled to recover from the BORROWER an amount equal to the sum of:
      - i. The full CDA Code Compliance Forgivable Loan amount and other amounts owed by the BORROWER hereunder;
      - ii. All court costs and reasonable attorney's fees incurred by the CDA in the enforcement of its rights and remedies under this Agreement; and
      - iii. Any other damages arising from the BORROWER's default.
  - C. The CDA's foreclosure upon, repossession of, and subsequent actions shall not affect the CDA's right to recover from the BORROWER any and all damages caused by the BORROWER's breach of this Agreement. The CDA's rights and

remedies hereunder shall be cumulative, not exclusive, and shall be in addition to all other rights and remedies available at law, in equity, or in bankruptcy.

D. Upon the occurrence of any Event of Default, the CDA, in its sole discretion, may pursue or intervene in any negotiations or litigation to enforce and protect the CDA's rights and interests. Upon the Borrower's request, the CDA shall execute and deliver an assignment and any other legal documents that may be required by the CDA to facilitate its pursuit or intervention in such negotiations or litigation.

17. To induce the CDA to enter into this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the BORROWER hereby warrants and represents that:

- A. The BORROWER is qualified to engage in business in the State of Wisconsin and in every jurisdiction where the nature of his business makes such qualification necessary.
- B. The BORROWER is in compliance with all laws, regulations, ordinances, and orders of public authorities applicable to it, the violation of which would have a material and adverse effect on the BORROWER's financial ability to comply with this Agreement.
- C. The BORROWER is unaware of any conditions which could subject it to any damages, penalties, or clean-up costs under any federal or state environmental laws which would have a material and adverse effect on the BORROWER's financial ability to comply with this Agreement.
- D. The BORROWER has read, fully understands, and agrees to all of the terms and conditions in this Agreement and the related Forgivable Loan documents.
- E. This agreement is valid and enforceable in accordance with its terms against the BORROWER, subject only to applicable bankruptcy, insolvency, reorganization, or other similar laws affecting generally the enforceability of the rights of creditors.
- F. The BORROWER is financially solvent and able to comply with all of the terms and conditions set for in the Agreement.
- G. The financial statements and other information provided by the BORROWER to the CDA are complete and accurate in accordance with generally accepted accounting principles, and may be relied upon by the CDA in deciding whether to enter into this Agreement with the BORROWER.
- H. The BORROWER is not in default under the terms and conditions of any grant agreements, loans, notes, leases, or financing arrangements with the BORROWER's other creditors.
- I. Excluding the funds to be disbursed under this Agreement, the BORROWER has sufficient funding to fund all costs related to this Agreement and as identified in Exhibit B

- J. The BORROWER's warranties and representations herein are true and accurate as of the date of this Agreement, and shall survive execution thereof.
  - K. In making these warranties and representations, the BORROWER has not relied upon any information furnished by the CDA.
18. The BORROWER shall prepare, keep, maintain, and present such records as may be reasonably required by the CDA to show:
- A. The amount and disposition of Code Compliance Forgivable Loan funds provided and disbursed under this Agreement; and
  - B. The total cost of the Project.
19. All of the BORROWER'S financial records pertaining to this project only shall be prepared, kept, and maintained in accordance with generally accepted accounting principles. The BORROWER shall provide such records to the CDA during the term of this Agreement as may be reasonably requested. Such materials shall be retained by the BORROWER for a period of at least seven (7) years after the Code Compliance Forgivable Loan term is completed.
20. NEGATIVE COMPANY COVENANTS.
- A. During the term of this Agreement, the BORROWER shall not consolidate or merge with or into any other corporation or business entity without prior written notification to the CDA.
  - B. During the term of this Agreement, the BORROWER shall not sell, transfer, hypothecate, liquidate, pledge or otherwise encumber the Facility without prior written notification to the CDA; provided however, that nothing herein shall prohibit the BORROWER from selling inventory in the ordinary course of business.
21. WISCONSIN OPEN RECORDS LAW.

West Allis acknowledges that certain portions of the materials to be exchanged pursuant to this Agreement (e.g., financial statements, project models) contain sensitive and proprietary information relating to the Borrower and the Project and that disclosure could cause irreparable harm if such materials were to be made available to the general public. Additionally, certain of the materials to be exchanged may be trade secrets or copyrighted. The Parties further acknowledge that West Allis is subject to the requirements of the Wisconsin Public Records Law. Wis. Stats. §§19.21 et seq. Under these statutes, all documents and records are subject to public disclosure, unless there is a statutory, common law, or public policy reason for nondisclosure. The Parties acknowledge that this Agreement is subject to the provisions of the Public Records Law of the State of Wisconsin (Wis. Stat. Section 19.21 et seq.) This Agreement, and other attachments to this agreement are deemed to be public records. Should West Allis receive a records request for Borrower's financial information, West Allis shall notify Borrower of the request and afford Borrower a reasonable period of time (not to exceed 10 days) to respond to West Allis. If the Borrower objects to the release of the requested record(s) or part thereof, West Allis shall perform the common law balancing test. If West Allis determines that the balance falls in favor of non-disclosure, it shall so inform Borrower and

the requestor. If West Allis determines that the balance falls in favor of disclosure, it shall so notify Borrower and the requestor and afford the Borrower a reasonable time (not to exceed 10 business days) to commence an action seeking to prevent disclosure of the record(s).

22. To induce the CDA to enter into this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the CDA hereby warrants and represents that:
  - A. The CDA has read, fully understands, and agrees to all of the terms and conditions in this Agreement;
    1. This Agreement is valid and enforceable in accordance with its terms against the CDA, subject only to applicable bankruptcy, insolvency, reorganization, or other similar laws generally affecting the enforceability of the rights of creditors and equitable principles relating to enforceability;
    2. The information provided by the CDA is complete and materially correct, and;
    3. The CDA's warranties and representations herein are true and accurate as of the date of this Agreement, and shall survive the execution thereof.
23. During the Terms of This Agreement, the CDA shall be responsible for:
  - A. Enforcing the CDA Code Compliance Forgivable Loan documents and ensuring that the BORROWER complies with all of its obligations;
  - B. Promptly notifying the City of any known Events of Default by the BORROWER;
  - C. Protecting its rights and interests with respect to the BORROWER's obligations; and
  - D. Complying with all of the contractual, statutory, and administrative requirements set forth in this Agreement and the Implementation Handbook.
24. Intentionally Left Blank
25. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.
26. This Agreement shall, in all respects whether as to validity, construction, capacity, performance, or otherwise, be governed by the laws of the State of Wisconsin. Any suit or proceeding arising out of or related to this Agreement shall be commenced and maintained only in a court of competent jurisdiction in the state or federal courts located in Milwaukee County, Wisconsin. Each party irrevocably consents to submit to the exclusive jurisdiction of such courts.
27. The forgivable loan program is structured over a 5-year period. If the BORROWER'S property experiences the conditions outlined above is sold or the facility no longer is occupied, the funds shall be proportionally repaid according to the following schedule:

Year 0 - 1	100% of grant funds
Year 1 - 2	80% of grant funds
Year 2 - 3	60% of grant funds
Year 3 - 4	40% of grant funds
Year 4 - 5	20% of e grant funds

28. If any term contained in this Agreement shall be invalid and unenforceable, the remainder of this Agreement shall not be affected thereby.

29. MISCELLANEOUS.

A. Notices to the BORROWER hereunder shall be affective upon mailing by first class mail, postage prepaid, and addressed to the following persons and address or such other person and address as the BORROWER may designate in writing:

Michelle Rothschild  
National Properties, LLC  
2320 S. Graylog Ln  
New Berlin, WI 53151

B. Notices to the CDA hereunder shall be effective upon mailing by first class mail, postage prepaid, and addressed to the following person and address or such other person and address as the CDA may designate in writing;

Community Development Authority of the City of West Allis  
Attn: Mr. Patrick Schloss, Executive Director  
Development Department, City Hall  
7525 W. Greenfield Avenue,  
West Allis, WI 53214

C. All documents required to be delivered contemporaneously with the execution of this Agreement are expressly made a part of this Agreement as though completely herein, and all references to this Agreement herein shall be deemed to refer to and include all such documents.

D. In the event of any conflict or inconsistency between the Agreement and the exhibits hereto, the terms of this Agreement shall control.

E. In the event of any conflict or inconsistency between the Agreement and previous correspondence or discussions between the BORROWER and the CDA, the terms of this Agreement shall control.

F. Any publications or news releases issued by the CDA or the Borrower relating to this Project shall state that this Project was supported and financed by the National Avenue Commercial Corridor Code Compliance Forgivable Loan Program from the Community Development Authority of the City of West Allis.

G. The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms and conditions set forth herein.

32. LIST OF EXHIBITS. The following exhibits shall be considered part of this Agreement:

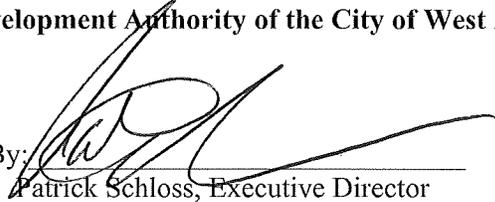
Exhibit A: National Avenue Corridor Map

Exhibit B: Project Description

33. IN WITNESS WHEREOF, the CDA, and the BORROWER, having full and complete authority to sign this Agreement, have executed and delivered this Agreement.

Signatures on the Next Page

Community Development Authority of the City of West Allis

By:   
Patrick Schloss, Executive Director

Date 9-14-21

Borrower

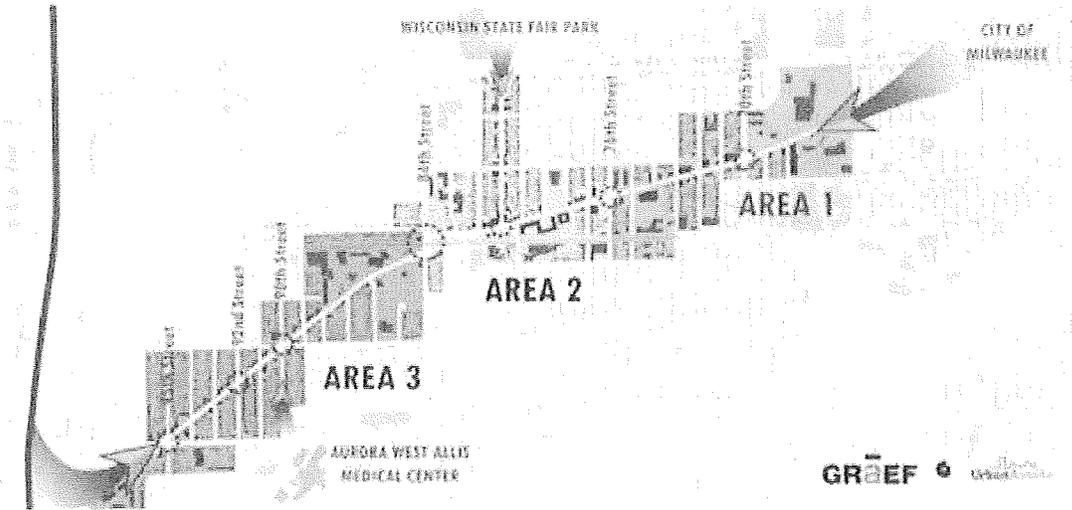
National Properties LLC

By:   
Michelle Rothschild, Managing Member

Approved as to form this 20 day  
Of September, 2021

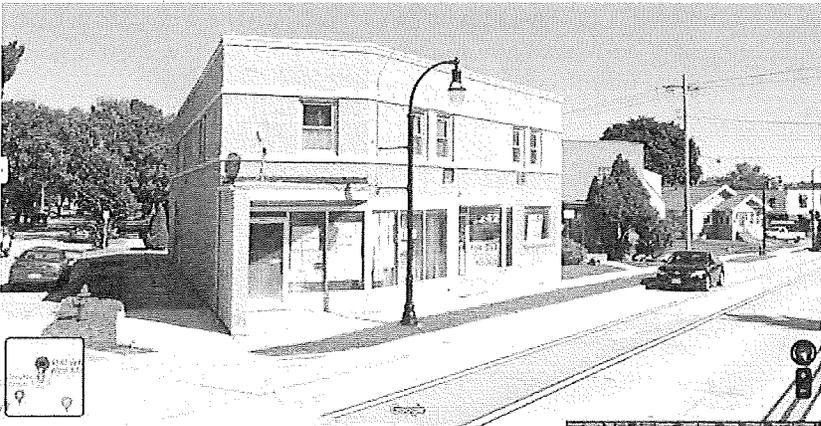
  
~~City Attorney~~ 1088914  
Principal Assistant City Attorney

## Exhibit A – National Avenue Corridor Map



**EXHIBIT B:  
PROJECT DESCRIPTION**

National Properties, LLC is proposing to renovate the commercial space and residential space at 9242-44 W. National Avenue, West Allis, WI, with the installation of a fire sprinkler system. The work is part of a renovation project to open a commercial space for occupancy. The CDA funds of the lesser amount of Eight Thousand Five Hundred dollars (\$8,500) or 100% of the total project cost will be used to prepare the Facility to be leased for commercial purposes. The BORROWER has provided two quotes for the project and plans for the space in the attached application.





W220 N1600 Jericho Ct.  
Waukesha, WI 53186  
Main: 262.521.9074 | Fax: 262.521.9079

Builders Credential #1129429  
City of Milwaukee WBE 237110  
WBE 1744

August 6th, 2021

National Properties  
Re: 6" Water Lateral/Fire Service  
9242 W National Ave  
West Allis, WI

**Install sanitary sewer and water laterals per the following:**

Live tap existing water main in ROW of S 93rd  
6" PVC watermain from main to building  
Stub Ductile Iron flanged spool into basement at same location as existing lateral  
Install 6" Tee and flange caps for plumber and fire line split  
Test, Flush and safe water sample  
Abandon existing lateral at main to city spec

**Included in Proposal**

Slurry backfill in ROW  
Sawcut, remove and restore ROW and sidewalk  
Trenches to rough grade  
ROW permits and road deposits/bonding  
Tap permits  
Plumbing permits  
Traffic Control  
Excess spoils hauled offsite

**Excluded from Proposal**

Impact fees  
Erosion Control or Tracking Pad  
Interior plumbing connections by others  
Water meter install by others  
Plan approvals

Price: \$28,750

The above price is based on work to be performed during normal working hours 6:30 AM to 3:30 PM  
Monday through Friday.



**AUTOMATIC FIRE PROTECTION**  
**9242 W. National Avenue**  
 West Allis, WI  
 August 2, 2021

Smart Asset Realty  
 Attn: Nick Harris  
 Via email: nick@smartassetrealty.com

FP Solutions proposes to install a hydraulically calculated fire protection system to the following specifications:

<b>Bid Documents Reviewed</b>	
Plans	N/A at this time. Site visit performed.
Specifications	Dated: N/A Section: Design Build
Addenda	0 received
Total Square Footage	7,994 square feet
Construction Type	Masonry & Wood Joists
<b>Engineering Standards / System Specifications</b>	
NFPA Standard	NFPA 13
System Type	wet
Authority Having Jurisdiction	Local: West Allis State, Wisconsin
Insurance Company Review	Not Included. No affidavit has been made for design variations in excess of NFPA standards which may be required by any particular insurance agency/underwriter.
Maximum Spacing	Per manufacturer's listing
Sprinkler Ceiling Positioning	center of tile not included
Fire Booster Pump	not included
<b>Material</b>	
Pipe Type	per NFPA standards as selected by FPS
Coupling & Fitting Type	per NFPA standards as selected by FPS
Backflow Prevention Device	included
Sprinkler Type	Areas with ceilings: white pendant in drop ceiling, white horizontal sidewalls in exposed piping areas. Exposed Areas: brass upright or pendant
<b>Fire Flow Information</b>	
The following existing water flow test information was received from the municipality and relied on for hydraulic pipe sizing, should the water supply be less than provided, additional compensation may be needed.	
Static: 50 psig Residual 20 psig Flow: 1,312 gpm Testing location: At Site (Model)	

P (262) 229-2250 F (414) 301-7501 A 2000 Pewaukee Road, Ste R, Waukesha, WI 53188 W www.fpswi.com

<b>Clarifications</b>	
<input type="checkbox"/>	This proposal is based on the owner's technical drawing AutoCAD 2018 & construction drawings containing the structural, architectural and mechanical ceiling plans complete with lights and fixtures, plus a detailed task to FF Solutions.
<input type="checkbox"/>	Uncoordinated working areas include available from 7:00 a.m. to 4:00 p.m.
<input type="checkbox"/>	Subcontractor shall obtain all permits for building, fire code and fire department for active work in project area.
<input type="checkbox"/>	Temporary or permanent power provided solely by Subcontractor.
<input type="checkbox"/>	FFC to be kept with 20 feet or above main control valve area within the building.
<input type="checkbox"/>	This proposal provides the necessary sprinkler coverage with respect to the provided bid documents; additional sprinkler coverage below in other areas will be the contractor's responsibility and not provided in plan or not required.
<input type="checkbox"/>	Testing an alteration of the existing water for hydraulically calculated system (FFC) has not been included in the proposal.
<input type="checkbox"/>	We propose to install exposed piping in areas that do not have a drop ceiling. Piping materials will be coordinated with owner. Piping can be concealed or exposed by owner.
<b>Exclusions ("B") (to be included)</b>	
<input type="checkbox"/>	Design
<input type="checkbox"/>	Submittals
<input type="checkbox"/>	Permits
<input type="checkbox"/>	Ins
<input type="checkbox"/>	Materials
<input type="checkbox"/>	Equipment
<input type="checkbox"/>	Testing
<b>Exclusions ("B") (to be excluded)</b>	
<input type="checkbox"/>	Removal of piping and protection of overhead road from work.
<input type="checkbox"/>	Removal of branch line and main identification tags.
<input type="checkbox"/>	Weather Wrapping
<input type="checkbox"/>	Fire Department
<input type="checkbox"/>	Standpipes, Hose Stations & Valves
<input type="checkbox"/>	Special removal to allow installation.
<input type="checkbox"/>	Any independent work done by others, including concrete see, staining, chipping and trowel.
<input type="checkbox"/>	MSA/BAU/PPV requirements
<input type="checkbox"/>	Permitting fees
<input type="checkbox"/>	Performance & Payment Bond
<input type="checkbox"/>	Shaw Construction/Job
<input type="checkbox"/>	Alarm & Monitoring
<input type="checkbox"/>	Owner work for work done during the construction of the building.

Our proposed price to perform the work described above is **TWENTY EIGHT THOUSAND FOUR HUNDRED AND 00/100 DOLLARS (\$28,400.00)**

This price will remain valid for (30) days from this date. Material pricing will be held until the next announced increase.

Customer's authorized representative acknowledges and warrants that they have read, understood, and agreed to be bound by FPS general terms and conditions dated 1/20/17. <https://www.fpswi.com/terms>

P (262) 229-2250 F (414) 301-7501 A 2000 Pewaukee Road, Ste R, Waukesha, WI 53188 W www.fpswi.com

**Installation | Services Agreement**

Date: 05/03/21

<p><b>Best Defense</b>          Fire Protection &amp; Security, Inc.          300 Moravian Valley Rd.          Waunakee, WI 53597          800-237-8389   608-223-1110</p>	Quote #: AAAQ4663	Cust #:
	Company Sold To: Michelle Rothschild National Properties 9242 W. National Ave Suite 100 New Berlin, WI 53227	Service Location: Michelle Rothschild National Properties 9242 W. National Ave New Berlin, WI 53227
Phone: _____ Ext. _____ Phone: _____ Ext. _____		
Best Defense Fire Protection & Security, Inc. proposes to install the equipment and furnish the services indicated herein: <b>DEDICATED FUNCTION FIRE ALARM SYSTEM - PARTS AND SMANTS</b> 1 CONVENTIONAL PANEL RED CABINET 2 BATTERY, SEALED LEAD ACID 12AH 1 160 Char LCD Remote Anct, Flkn M, Eback 1 Conventional Photoelectric Smoke Detector (magnetic test feature) 1 Smoke Base 45ma 24VDC 5 inch 1 CONVENTIONAL DIE-CAST METAL WANDJAL PULL STATION 1 FIRE ALARM DOCUMENT CABINET 1 Wall Horn/Sirene, Red, Weatherproof, Neo <b>INSTALLATION LABOR</b> WEST ALLIS FIRE ALARM PERMIT CENTRAL STATION MONITORING - CELLULAR WITH ONE HOUR CHECKIN.		
Equipment Costs: \$4,279.92 + applicable taxes Recurring Amounts: \$480.00 Total Annual Service Charge + applicable taxes		
For the sum <b>\$4,809.99</b> payable 60% upon acceptance of this proposal and the balance payable upon completion of the installation and as a condition for the activation of the system and connection to central monitoring station. 3 Year Agreement with a month-to-month renewal. Automatically renews as per terms on back. Subscriber to be released from agreement if property is sold and account is paid current.		
<b>Subscriber Acceptance</b> By accepting this agreement, Subscriber agrees to all terms and conditions contained herein including those of the reverse side. It is understood that they shall prevail over any variation in terms and conditions on any purchase order or other document that the subscriber may issue. Any changes in the system requested by the subscriber after the execution of this agreement may be effective only if such changes are specifically authorized in writing.		
Accepted by: _____ Date: _____		
<b>Best Defense Fire Protection &amp; Security Approvals</b> This Agreement is not binding until approved by an authorized Representative of Best Defense Fire Protection & Security, Inc. in the event of non-approval the only liability of Best Defense Fire Protection & Security, Inc. shall be the return to the customer of any prepaid charges.		
Accepted by: _____ Date: _____ <small>ACCEPTOR IS REPRESENTATIVE OF BEST DEFENSE FIRE PROTECTION &amp; SECURITY, INC.</small>		
Accepted by: _____ Date: _____ <small>ACCEPTOR IS REPRESENTATIVE OF BEST DEFENSE FIRE PROTECTION &amp; SECURITY, INC.</small>		

