



# APPLICATION FOR VARIANCE

State Form 44400 (R7 / 10-13)  
Approved by State Board of Accounts, 2013

## INDIANA DEPARTMENT OF HOMELAND SECURITY CODE SERVICES SECTION

302 West Washington Street, Room W246  
Indianapolis, IN 46204-2739  
[http://www.in.gov/dhs/fire/fp\\_bs\\_comm\\_code/](http://www.in.gov/dhs/fire/fp_bs_comm_code/)



**INSTRUCTIONS:** Please refer to the attached four (4) page instructions.  
Attach additional pages as needed to complete this application.

Variance number (Assigned by department)

15-08-04

### 1. APPLICANT INFORMATION (Person who would be in violation if variance is not granted; usually this is the owner)

Name of applicant	Title
Steven Leonard	Director of Security
Name of organization	Telephone number
Franklin College	(317) 738-8316
Address (number and street, city, state, and ZIP code)	
101 Branigin Blvd Franklin IN 46131	

### 2. PERSON SUBMITTING APPLICATION ON BEHALF OF THE APPLICANT (If not submitted by the applicant)

Name of applicant	Title
Name of organization	Telephone number
	( )
Address (number and street, city, state, and ZIP code)	

### 3. DESIGN PROFESSIONAL OF RECORD (If applicable)

Name of design professional	License number
Name of organization	Telephone number
Koorsen Security Technology	(317) 225-5968
Address (number and street, city, state, and ZIP code)	
6121 East 30th Street, Suite A Indianapolis IN 46219	

### 4. PROJECT IDENTIFICATION

Name of project	State project number	County
Napolitan Student Center access control addition		Johnson
Address of site (number and street, city, state, and ZIP code)		
Forsythe St. Franklin IN 46131		
Type of project		
<input type="checkbox"/> New <input type="checkbox"/> Addition <input checked="" type="checkbox"/> Alteration <input type="checkbox"/> Change of occupancy <input type="checkbox"/> Existing		

### 5. REQUIRED ADDITIONAL INFORMATION

The following required information has been included with this application (check as applicable):

- A check made payable to the Indiana Department of Homeland Security for the appropriate amount. (see instructions)
- One (1) set of plans or drawings and supporting data that describe the area affected by the requested variance and any proposed alternatives.
- Written documentation showing that the local fire official has received a copy of the variance application.
- Written documentation showing that the local building official has received a copy of the variance application.

### 6. VIOLATION INFORMATION

Has the Plan Review Section of the Division of Fire and Building Safety issued a Correction Order?

Yes (If yes, attach a copy of the Correction Order.)     No

Has a violation been issued?

Yes (If yes, attach a copy of the Violation and answer the following.)     No

Violation issued by:

Local Building Department   
 State Fire and Building Code Enforcement Section   
 Local Fire Department

**7. DESCRIPTION OF REQUESTED VARIANCE**

Name of code or standard and edition involved <b>2012 IBC</b>	Specific code section <b>1008.1.9.7</b>
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Nature of non-compliance *(Include a description of spaces, equipment, etc. involved as necessary.)*  
 Code currently requires that there be a variance obtained when installing delayed egress locks in buildings that are in occupancy groups, A, E, and H. The Napolitan Student Center is an A and E group designation. The Student Center, during renovation in 2004, was equipped with delayed egress doors on the north and west exterior doors from the atrium. We would like to add one additional delayed egress on the south doors from the atrium.

**8. DEMONSTRATION THAT PUBLIC HEALTH, SAFETY, AND WELFARE WILL BE PROTECTED**

Select one of the following statements:

- Non-compliance with the rule will not be adverse to the public health, safety or welfare; or
- Applicant will undertake alternative actions in lieu of compliance with the rule to ensure that granting of the variance will not be adverse to public health, safety, or welfare. Explain why alternative actions would be adequate *(be specific)*.

Facts demonstrating that the above selected statement is true:  
 The Napolitan Student Center has a fully sprinkled fire suppression system, fire rated doors, block wall construction, and an addressable alarm system that is monitored 24 hours per day.

**9. DEMONSTRATION OF UNDUE HARDSHIP OR HISTORICALLY SIGNIFICANT STRUCTURE**

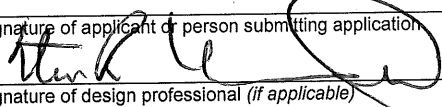
Select at least one of the following statements:

- Imposition of the rule would result in an undue hardship *(unusual difficulty)* because of physical limitations of the construction site or its utility services.
- Imposition of the rule would result in an undue hardship *(unusual difficulty)* because of major operational problems in the use of the building or structure.
- Imposition of the rule would result in an undue hardship *(unusual difficulty)* because of excessive costs of additional or altered construction elements.
- Imposition of the rule would prevent the preservation of an architecturally or a historically significant part of the building or structure.

Facts demonstrating that the above selected statement is true:  
 The doors on which we are putting the delayed egress locks currently have locking hardware that isn't compatible with other card access locking applications. Installing appropriate hardware to accommodate different cards access set-ups would make doing this project cost prohibitive.

**10. STATEMENT OF ACCURACY**

I hereby certify under penalty of perjury that the information contained in this application is accurate.

Signature of applicant or person submitting application 	Please print name <b>Steve Leonard</b>	Date of signature <i>(month, day, year)</i> <b>07/02/15</b>
Signature of design professional <i>(if applicable)</i>	Please print name	Date of signature <i>(month, day, year)</i>

**11. STATEMENT OF AWARENESS *(If the application is submitted on the applicant's behalf, the applicant must sign the following statement.)***

I hereby certify under penalty of perjury that I am aware of this request for variance and that this application is being submitted on my behalf.

Signature of applicant	Please print name	Date of signature <i>(month, day, year)</i>
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Indianapolis, IN

**Franklin College - Additional Access Control Rev4**

**Quotation: 707009-03**

Prepared For:

**Franklin College**

Franklin, IN

05/11/2015

Scott Wheatley

(317) 225-5038 / [Scott.Wheatley@KSTSecurity.com](mailto:Scott.Wheatley@KSTSecurity.com)

## **Koorsen Security Technology Profile:**

KST formerly a division of Koorsen Fire & Security was established in July 2010. The incorporation and resulting name change was a key step in our transformation as a technologically advanced security integrator.

KST offers consulting, risk assessment, system design, engineering, installation, inspection, and maintenance services for access control, video surveillance, intercom, network security, managed access control, and emergency / mass notification solutions. Providing products and services throughout the greater Indianapolis area, as well as across Indiana, Ohio, Tennessee and the Southeast, KST clients include Fortune 100 companies as well as major players in the financial, educational, healthcare and commercial industries.

First established in 2003, as the Security Integration Group, KST (Koorsen Security Technology) is owned by Kelly Hoffman, daughter of Koorsen Fire & Security Owner and CEO Randy Koorsen. Skip Sampson, President of KST has led the team since the group was formed in 2003. A proud member of Security-Net, a network of leading independent system integrators, KST, specializes in delivering enterprise products and systems integration with unmatched precision and efficiency.

### **KST has four convenient locations to assist in your needs:**





5/11/2015

Address:  
ATTN: Steve Leonard  
Franklin College  
101 Branigin Blvd  
Franklin, IN 46131

Site Address:  
Franklin College - Old Main Bldg  
101 Branigan Blvd  
Franklin IN 46131

**Attention: Mr. Steve Leonard**  
**Re: Additional Access Control Doors Rev4**

Dear Mr. Leonard,

Thank you for allowing Koorsen Security Technology the opportunity to present this proposal for your consideration. This proposal is based on our discussions, surveys, and drawings of your facility.

Our company is uniquely qualified to provide the installation and service required for the security system installation for your business. Koorsen Security Technology has 60 years of experience in the industry with a well established and respected track record of installing and maintaining similar systems as well as meeting strict time schedules and budget requirements.

Our engineering and project management staff has worked together with me to create this proposal. Our team will be prepared to deliver your installation in an organized and professional manner. Our installation crews and service technicians will be trained, and qualified to work on the security systems that we are proposing to install at your facilities.

Upon completion of the installation, our service department staff will be ready to provide you with continuing support and service immediately and well into the future.

Finally, although other team members will execute the installation and service, I will be committed to monitoring the process and making sure that your system meets or exceeds your expectations.

Sincerely,

Scott Wheatley  
Account Manager

**Koorsen**<sup>®</sup>  
**SECURITY TECHNOLOGY**

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Koorsen Security Technology - Indianapolis, IN

6121 East 30th Street, Suite A Indianapolis 46219

Telephone: (317) 225-5968

Fax: (317) 225-5045

Quotation: 707009-03

[www.KSTSecurity.com](http://www.KSTSecurity.com)

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Pos.	Qty.	Unit	Description	Single Price	Total
<b>Section 1</b>			<b>JCFA Bld</b>		
1.1	1		Single Door Reader Module	795.28	795.28
1.2	1	each	Reader Pkg, FlexPass Arch, Wall Switch,	312.29	312.29
1.3	1	each	Maglock, Single, Outswing, Surface Mount	354.71	354.71
1.4	2	each	Contact, Door, Flush T, 3/4", White	76.30	152.60
1.5	1	each	PIR, Request To Exit, White, Is-310WH,	137.10	137.10
1.6	1	each	Emergency Exit Button, Rectangle, 1 X 3	139.83	139.83
1.7	1	each	8486 Astragal	324.48	324.48
1.8	0.25	Each	18/4 Plenum Cable 1K Box	1,248.18	312.05
1.9	0.25	Each	18/2 Plenum Cable 1K Box	1,122.38	280.60
1.10	0.25	Each	22/6 Overall Shield Plenum 1K Box	1,198.88	299.72
1.11	3		10' Stick 3/4" Conduit, Fittings, Hanger	51.85	155.55
<b>Section Total 1</b>					
			Mat: 1,807.86	Lab.: 1,456.35	\$ 3,264.21
<b>Section 2</b>			<b>Napolitan Student Center</b>		
2.1	1	each	PW-Series Option, Dual Reader Module	730.29	730.29
2.2	1	each	Reader Pkg, FlexPass Arch, Wall Switch,	312.29	312.29
2.3	1	each	Contact, Door, Flush T, 3/4", White	76.30	76.30
2.4	1	each	PIR, Request To Exit, White, Is-310WH,	137.10	137.10
2.5	1	each	Emergency Exit Button, Rectangle, 1 X 3	139.83	139.83
2.6	0.25	Each	18/4 Plenum Cable 1K Box	839.78	209.95
2.7	0.25	Each	18/2 Plenum Cable 1K Box	713.98	178.50
2.8	0.25	Each	22/6 Overall Shield Plenum 1K Box	790.48	197.62
<b>Section Total 2</b>					
			Mat: 1,180.33	Lab.: 801.55	\$ 1,981.88

Carryover \$ 5,246.09

Koorsen Security Technology - Indianapolis, IN



Pos.	Qty.	Unit	Description	Single Price	Total
<b>Section 3</b>			<b>Spurlock Center</b>		
3.1	1		Single Door Reader Module	795.28	795.28
3.2	1	each	Reader Pkg, FlexPass Arch, Wall Switch,	312.29	312.29
3.3	1	each	Elec Strike 9600 Satin SS	418.68	418.68
3.4	1	each	Contact, Door, Flush T, 3/4", White	76.30	76.30
3.5	1	each	PIR, Request To Exit, White, Is-310WH,	137.10	137.10
3.6	0.25	Each	18/4 Plenum Cable 1K Box	1,248.18	312.05
3.7	0.25	Each	18/2 Plenum Cable 1K Box	1,122.38	280.60
3.8	0.25	Each	22/6 Overall Shield Plenum 1K Box	1,198.88	299.72
3.9	3		10' Stick 3/4" Conduit, Fittings, Hanger	51.85	155.55
			<b>Section Total 3</b>		
			Mat: 1,470.62	Lab.: 1,316.95	\$ 2,787.57
<b>Section 4</b>			<b>Project Implementation</b>		
4.1	1		1-Year Warranty	178.77	178.77
4.2	1	Each	Shipping and Handling	63.63	63.63
4.3	1	each	Project Management	479.40	479.40
4.4	1		Programming & Testing	433.30	433.30
			<b>Section Total 4</b>		
			Mat: 675.70	Lab.: 479.40	\$ 1,155.10
				<b>Net Total \$</b>	<b>9,188.76</b>

This proposal includes all applicable taxes.

We propose to furnish all labor and material for the sum of \$ 9,188.76

This proposal includes all applicable taxes.

Koorsen Security Technology - Indianapolis, IN



## Scope of Work

### **JCFA Single Leaf of South Double Doors**

We will install a new single door PoE controller beside the existing panels. The card reader will be located at the east side of the outer south double doors on the JCFA building. New cabling will be installed from access control panel to the South doors. Koorsen Technicians will install one (1) new maglock on the South doors. Once the installation is complete our technicians will test and confirm the functionality of the access controlled doors. Clearance codes and unlock schedule programming will be the responsibility of Franklin College personnel.

The installation of Maglocks in Indiana requires a variance from the State Fire Marshall. This variance must be applied for by the owner. Koorsen requires a copy of the approved variance before installation of the Maglocks.

### **Napolitan Student Center Two Doors**

South Entrance

We will connect to the dual reader board supplied above. The card reader will be located at the east side of the outer south double doors on the Student Center building. New cabling will be installed from access control panel to the South doors. Koorsen Technicians will install one (1) new maglock on the South doors. Once the installation is complete our technicians will test and confirm the functionality of the access controlled doors. Clearance codes and unlock schedule programming will be the responsibility of Franklin College personnel.

The installation of Maglocks in Indiana requires a variance from the State Fire Marshall. This variance must be applied for by the owner. Koorsen requires a copy of the approved variance before installation of the Maglocks.

### **Spurlock Single Leaf SW Double Doors**

We will install a new single door PoE controller beside the existing panels. The card reader will be located at the South side of the outer southwest double doors on the Spurlock building. New cabling will be installed from access control panel to the Southwest doors. Koorsen Technicians will install one (1) new 9600 electric RIM strike on the mullion of the southwest doors. Once the installation is complete our technicians will test and confirm the functionality of the access controlled doors. Clearance codes and unlock schedule programming will be the responsibility of Franklin College personnel.

### Clarifications:

- Any fees or permits required for installation or approval of this system are not included in our proposal.
- Installation will be performed Monday through Friday, 8:00 AM to 5:00 PM.

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Koorsen Security Technology - Indianapolis, IN





- Our standard warranty applies; One year parts and labor. 8:00 AM to 5:00 PM Monday thru Friday, excluding company holidays. Damages caused by natural disasters or Acts of Nature are not covered.
- Conformance to all ADA and Life Safety standards is the responsibility of the end user.
- Any 120 VAC power required by our system is to be supplied by others. Power is to be dedicated to our equipment unless specified otherwise.
- Quoted Price does NOT include any applicable taxes.
- No Patching, Painting, or Repair is included.
- Customer to provide adequate wall space for mounting of control panels and power supplies.
- The data contained in this proposal has been submitted in confidence. Customer will not disclose or permit disclosure of any information in this document without the prior written consent of Koorsen Security Technology or use or permit the use of such information or data to compete with KST in any manner.
- This proposal may be withdrawn by Koorsen Security Technology if not accepted within 60 days of the above date.

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Koorsen Security Technology - Indianapolis, IN



## Financial Summary

Proposal: 707009-03

Address:  
ATTN: Steve Leonard  
Franklin College  
101 Branigin Blvd  
Franklin, IN 46131

Site Address:  
Franklin College - Old Main Bldg  
101 Branigan Blvd  
Franklin IN 46131

### Summary

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**Total Project:** **9,188.76**

This proposal includes all applicable taxes.

Proposal: 5/11/2015 4:34 PM

Prices per this quotation are in effect for 60 days from the date of this quote

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Koorsen Security Technology - Indianapolis, IN



KOORSEN SECURITY TECHNOLOGY  
TERMS AND CONDITIONS

1. AGREEMENT. Prices per this quotation are in effect for 60 days from the date of this quote. This Agreement shall become effective upon the execution by Customer and acceptance and execution of this Agreement by a duly authorized representative of Koorsen Security Technology, ("KST"), at KST's home office in Indianapolis, Indiana. This Agreement constitutes the entire agreement between the parties and supersedes any previous agreement, understanding or order between the parties. Should the terms and conditions of any purchase order of Customer issued in connection with this Agreement conflict with the terms contained in this Agreement or add any new terms to this Agreement, such new terms or different terms shall be of no force or effect. No modification or waiver of the terms of this Agreement shall be binding unless made in writing and signed by both parties. This Agreement is made and entered into in the State of Indiana and shall be in all respects governed by and construed in accordance with the laws of the United States and the State of Indiana as if entirely performed in Indiana and without regard to any conflict of law rules and without regard to any rules of construction or interpretation relating to which party drafted this Agreement. This Agreement may not be assigned by Customer directly or indirectly (including, without limitation, by merger or sale of stock) without the prior written consent of KST, which consent may be withheld by KST, in its sole discretion, for any reason or no reason.

2. SALE OF INSTALLATION AND/OR EQUIPMENT. KST shall sell to Customer and the Customer shall purchase from the KST the installation ("System") and/or equipment ("Equipment") identified on the front of this Agreement. All shipments, unless otherwise specified, are quoted F.O.B. origin and may be subject to additional "hazardous material" charges or other special shipping and handling fees.

3. PURCHASE PRICE AND PAYMENT. Customer agrees to pay KST the purchase price for the Equipment and/or Services set forth on the proposal or as otherwise set forth on the KST's invoice. Billing will be progressive on a monthly basis. All charges shall be paid "NET 25 DAYS" from the date of invoice, unless otherwise specified on the invoice. If KST retains a collection agency, legal counsel, or incurs any out-of-pocket expenses to collect overdue payments, all such collection costs shall be paid by Customer. Customer acknowledges that, other than KST's completion of installation of a System, payment to KST is not contingent on any occurrence, matter or event, including, without limitation, Customer's receipt of payment from any third party such as an owner or insurance company.

4. ALLOCATION OF RISK OF LOSS. Any risk of loss associated with the Equipment remains with KST until the goods arrive at the place of delivery. After the goods arrive at the place of delivery, the risk shall be exclusively that of the Customer. The risk of loss remains with the Customer, even regarding Equipment that is subsequently returned to KST, until receipt by KST.

5. JOBSITE, APPROVAL AND PERMITS. Unless otherwise specified, Customer shall provide, at Customer's expense, all approvals and permits required by applicable law. Customer will make premises available without interruption during KST normal working hours, 8:00 A.M. to 4:45 P.M., exclusive of Saturdays, Sundays, and holidays. Customer understands that the installation will necessitate drilling into various parts of the premises. KST intends, generally, to conceal wiring in the finished areas of the premises, however, there may be areas in which due to construction, decoration, or furnishing of the premises, KST determines, in its sole discretion, that it would be impractical to conceal the wiring and in such cases, wire will be exposed. Customer agrees to provide 110 AC electrical outlets at designated locations for equipment requiring AC power. Customer agrees to provide for lifting and replacing carpeting, if required, for installation of floor mats or wiring. Customer has the authority to engage KST to carry out the installation in the premises. The Customer agrees to furnish any necessary electric current through the Customer's meter and at the Customer's own expense. Customer will obtain and keep in effect all permits or licenses that may be required for the installation and operation of the system. Customer has the affirmative duty to inform KST, prior to beginning of installation, of every location at the premises where KST' employees or agents should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes.

If asbestos or other health hazardous material is encountered during installation, KST will cease work until Customer, at its sole expense, obtains clearance from a licensed asbestos removal or hazardous material contractor and that continuation of work will not pose any danger to KST personnel. In no case shall KST be liable for discovery or exposure of hidden asbestos or other hazardous material, and Customer shall indemnify and hold KST and its employees harmless from any claims brought against KST and/or its employees by third parties for damages, personal injury, death, emotional injury, whether actual or prospective, allegedly caused by the presence, spread, ingestion or inhalation of any substance/vapor on or originating from Customer's premises.

6. GRANT OF SECURITY INTEREST. Customer, on behalf of the owner and Customer, grants to KST a security interest in the System or Equipment to secure payment of the purchase price and grants to KST an irrevocable power of attorney to execute and file UCC-1 Financing Statements on behalf of Customer for the benefit of KST, as secured creditor, to protect the security interest. Upon payment in full of the purchase price, and all associated costs and charges required under this Agreement, title to the system shall pass to Customer. KST shall have all of the rights of a secured creditor under the Uniform Commercial Code in Indiana including the right to enter Customer's premises and to disable or remove the System and equipment, or both.

7. LIMITED WARRANTY- Unless otherwise stated, any part of the system, including the wiring, installed under this Agreement which proves to be defective in material or workmanship within 1 year of the date of completion of installation will be repaired or replaced at KST' option with a new or functionally operative part. Labor required to repair or replace such defective components or to make mechanical adjustments to the system will be free of charge for a period of 1 year following the completion of the original installation. This warranty is extended only to the original consumer purchaser of the system and may be enforced only by such person. The Warranty is considered null and void if any Koorsen Security Technology supplied product is repaired or altered by unauthorized personnel. Only Koorsen Security Technology Inc. or an authorized designee of Koorsen Security Technology is permitted to service covered equipment. Any alteration to programming or hardware configuration by unauthorized persons is NOT covered under the terms of this agreement and resulting charges will be the full responsibility of the owner or owner representative as applicable.

To obtain service under this warranty, call or write our local KST Service Department at [servicerequest@koorsenst.com](mailto:servicerequest@koorsenst.com) or call (888) 217-0636.

THE ABOVE LIMITED WARRANTY IS IN LIEU OF ALL OTHER EXPRESSED WARRANTIES. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF, AND KST DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

8. BREACH BY KST. Customer expressly agrees that no action at law or in equity shall be maintained by Customer against KST for KST's alleged breach of this Agreement or violation of any federal or state law now in effect or hereafter enacted with respect to any obligation or duty incurred under this Agreement by KST, unless: (i) Customer notifies KST in writing at the address specified in this Agreement within ten (10) days from date of such alleged breach or violation, and provided KST does not remedy or correct the breach or violation within sixty (60) days from the receipt of the notice; and (ii) such action at law or in equity is commenced by Customer within one (1) year from the finished date of the installation of the System.

9. LIMITATION OF LIABILITY. THE AMOUNTS PAYABLE TO KST HEREIN UNDER ARE BASED UPON THE VALUE OF THE SERVICES AND THE SCOPE OF LIABILITY AS HEREIN SET FORTH AND ARE UNRELATED TO THE VALUE OF THE CUSTOMER'S PROPERTY OR PROPERTY OF OTHERS LOCATED IN CUSTOMER'S PREMISES. IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM FAILURE ON THE PART OF KST TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER. THE CUSTOMER DOES NOT DESIRE THIS CONTRACT TO PROVIDE FOR FULL LIABILITY OF KST AND AGREES THAT KST SHALL BE EXEMPT FROM LIABILITY FOR LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO OCCURENCES, OR CONSEQUENCES THEREFROM WHICH THE SERVICE OR SYSTEM IS DESIGNED TO DETECT OR AVERT.

IF KST SHOULD BE FOUND LIABLE FROM LOSS, DAMAGE OR INJURY DUE TO A FAILURE OF SERVICE OR EQUIPMENT IN ANY RESPECT, ITS LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO 10% OF THE ANNUAL SERVICE CHARGE OR \$500.00, WHICHEVER IS GREATER, AS THE AGREED UPON DAMAGES AND NOT AS A PENALTY, AS THE EXCLUSIVE REMEDY, AND THAT THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY IF LOSS, DAMAGE OR INJURY, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSON OR PROPERTY FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY THIS CONTRACT OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF KST, ITS AGENTS OR EMPLOYEES. FOR REPAIR, TESTING, OR INSTALLATION OF ANY SPRINKLER SYSTEM AND ITS PARTS, IT IS CUSTOMER'S RESPONSIBILITY TO SHOW KST ALL DRAIN VALVES, INCLUDING THOSE HIDDEN ABOVE THE CEILING OR IN A WALL. KST WILL NOT BE RESPONSIBLE FOR WATER DAMAGE CAUSED FROM ANY UNDISCLOSED DRAIN VALVE, WHETHER OR NOT IT WAS KNOWN TO CUSTOMER.

10. INDEMNIFICATION. Customer indemnifies KST, holds KST harmless, and agrees to defend KST from and against any and all lawsuits, proceedings (including, without limitation, civil, criminal, administrative and investigative proceedings, whether threatened, pending or completed), claims demands, losses, damages (including, without limitation, indirect, direct, special and consequential damages and insurance deductibles), actions, liabilities (including without limitation, strict liability and joint and several liability), costs and expenses (including, without limitation, fines, penalties and the reasonable costs of investigation, court costs, costs of arbitration, costs of appeal, and reasonable attorneys' fees) (collectively referred to as "Damages") arising out of or relating to, directly or indirectly: a breach of the Agreement by Customer; or the action or inaction of KST in the performance of the installation of the System; provided that this provision shall not apply to Damages arising out of or relating to the recklessness or willful misconduct of KST, when deemed by a court of competent jurisdiction to have materially and directly contributed to the Damages. As used in this paragraph, the term "KST" shall include KST's employees, agents, representatives, shareholders, officers, directors and subcontractors, at any level, and the subcontractors representatives, agents, employees, shareholders, officers and directors. This provision shall survive completion of the work and the termination of the Agreement, for any reason.

11. INSURANCE. IT IS UNDERSTOOD THAT KST IS NOT AN INSURER, THAT IT SHALL SPECIFICALLY BE THE OBLIGATION OF CUSTOMER TO PURCHASE ANY INSURANCE WHICH CUSTOMER DESIRES TO PROTECT ITSELF FROM LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO OCCURRENCES OR CONSEQUENCES THEREFROM, WHICH THE SERVICE OR SYSTEM IS DESIGNED TO DETECT OR AVERT.

12. SUBROGATION. Each party waives rights of subrogation against the other party to the extent of their respective first party insurance coverages, for any and all losses suffered by either party, whether or not caused by the negligence of the Customer or KST or those for whom they are responsible; provided that this release shall be in force and effect only with respect to loss or damage occurring during the time each parties' insurance policies contain a clause to the effect that this release shall not affect said policies or the right of the insured to recover.

13. CONSENT TO VENUE. Customer consents to the exclusive jurisdiction and venue of Courts of the State of Indiana and Marion County with respect to the enforcement of this Agreement, the collection of any amounts due under this Agreement or any disputes arising under this Agreement. Customer agrees that effective service of process may be made upon Customer by U.S. Mail at the address on the front of this Agreement.

14. USE OF DESIGNS AND DATA. Any knowledge or information, including drawings and data, which KST shall have disclosed or may hereafter disclose to Customer, incident to installation of the System, shall be deemed to be KST's confidential and proprietary information and Customer shall take any and all steps as are reasonable to protect the confidentiality of such information and shall not disclose to any other person, or use, such information. KST does not grant to Customer any reproduction rights or any rights to use such information.

15. SERVICES NOT INCLUDED.

A. When a labor price is submitted, it is based on all work being performed during a five (5) day forty (40) hour work week. If overtime or premium time is performed, an additional charge will be made to the Customer. Normal work weeks are 8 a.m. to 4:45 p.m., Monday through Friday, except holidays.

B. Unless otherwise specifically provided in the Proposal, Customer agrees to do all necessary patching of masonry work, painting, carpentry work and the like.

C. Customer shall also provide a wiring, conduit and labor to connect the provided pressure switches to an equipment to be turned on or off such as alarms, motors, conveyors, fans or cooking equipment.

D. Customer shall also provide necessary hardware and linkage to permit automatic closing of doors, windows, duct dampers, etc, upon actuation of any provided pressure release trip device. Unless specifically indicated in the Proposal, services do not include costs for any discharge or concentration tests required by approval authorities.

E. No provision to exhaust any discharged agent is included in this Proposal.

F. Should an employee of KST be required to attend a "right to know" session at Customer's location, a surcharge will be added to the final invoice.

G. THIS PROPOSAL/ESTIMATE IS BASED ON NON-UNION WAGES. IF KST IS REQUIRED TO PAY DIFFERENT WAGES, SUCH AS PREVAILING WAGES UNDER THE GUIDELINES OF THE US DEPT. OF LABOR, FOR ANY PORTION OF THIS WORK, KST RESERVES THE RIGHT TO REPRICE ACCORDINGLY.

22. MECHANICS' LIEN NOTICE. Where KST is a subcontractor, the Customer acknowledges, agrees and personally accepts service of this Agreement on behalf of the owner of the real property at which the System is to be installed as KST's preliminary notice, in accordance with §501 of the Pennsylvania Mechanics' Lien Law of 1963, 49 P.S. §1501(a), of KST's intention to file a Mechanic's Lien if and when KST is not paid. The subcontractor is the KST, and the contractor is the Customer, and the amount claimed will be the balance due under this Agreement and any amendments or change orders as of the date of filing a mechanics' lien claim. Customer agrees to promptly notify the owner of the premises on which work is to be performed of this Mechanics' Lien Notice.