

**WEEPING WATER SCHOOL  
DISTRICT #13-0022-CASS COUNTY, NEBRASKA  
BOARD OF EDUCATION MEETING  
WEEPING WATER PUBLIC SCHOOLS BUSINESS ROOM**

NOTICE for this meeting was posted in the identified locations as per district policy.

1. AGENDA
  - 1.a. Call the meeting to order
  - 1.b. Roll Call
  - 1.c. Acknowledgement of Nebraska Open Meetings Act posted
  - 1.d. Excuse absent board members
  - 1.e. Approval of consent agenda
    - 1.e.a. Approval of previous meetings minutes
    - 1.e.b. Notification of meeting publication site, date, and time
    - 1.e.c. Financial Reports and Payment of Bills
    - 1.e.d. Next regular meeting date - September 18, 2023
2. Communications
3. Visitors/Open Forum and staff and program presentations
4. Action Items
  - 4.a. Discuss, consider, and take all necessary action to give approval on the proposed proclamations.
  - 4.b. Discuss, consider, and take all necessary action to adopt resolution increasing the school district's base growth percentage used to determine the school district's property tax request authority by up to 7%.
  - 4.c. Discuss, consider, and take all necessary action to give approval to the Resolution On School District Standards For Acceptance Or Rejection Of Option Enrollment Applications for the 23/24 and 24/25 school years.
  - 4.d. Discuss, consider, and take all necessary action to consider a contract renewal with TK Elevator Service
  - 4.e. Discuss, consider, and take all necessary action to consider purchase a Genetec directory server for the school's security system.
  - 4.f. Discuss, consider, and take all necessary action to purchase a utility trailer from Neels Trailer Outlet, Inc
  - 4.g. Discuss, consider, and take all necessary action to adopt the 2023/2024 Student Handbook
  - 4.h. Discuss, consider, and take all necessary action to adopt the 2023/2024 Staff Handbook
  - 4.i. Discuss, consider, and take all necessary action to give approval to policies to be reviewed
  - 4.j. Discuss, consider, and take all necessary action to give approval to policies to be revised
5. Reports
  - 5.a. Administration Reports
  - 5.b. Board Reports

6. Executive Session
7. Adjournment

\*\* Members of the board of education may move to enter "closed" session or adjust the order of the agenda at any point during the regular meeting.



**Weeping Water Public School  
Financial Report for Board  
August 2023**

FISCAL BUDGET USE PER MONTH

2022-2023 UPDATED: 08/18/23

MONTH END	FISCAL 21 % USED 21 Budget =	FISCAL 21 \$ USED	FISCAL 22 % USED 22 Budget =	FISCAL 22 \$ USED	FISCAL 23 % USED 23 Budget =	FISCAL 22 \$ USED
September	9.84%	\$ 549,119.46	8.24%	\$ 516,539.55	7.86%	\$ 493,251.53
October	8.66%	\$ 482,318.88	8.54%	\$ 535,488.92	8.94%	\$ 561,007.27
November	8.02%	\$ 447,296.05	8.21%	\$ 514,638.41	7.98%	\$ 500,532.42
December	7.18%	\$ 401,048.09	8.98%	\$ 563,121.80	8.84%	\$ 554,328.70
January	7.25%	\$ 404,367.83	8.76%	\$ 549,302.80	8.14%	\$ 510,561.23
February	8.59%	\$ 479,065.59	8.66%	\$ 543,031.91	8.78%	\$ 550,372.60
March	9.00%	\$ 502,362.41	9.01%	\$ 565,226.14	8.18%	\$ 512,849.30
April	8.19%	\$ 456,974.29	8.45%	\$ 529,694.82	8.27%	\$ 518,650.31
May	8.65%	\$ 482,601.97	9.18%	\$ 575,462.89	9.19%	\$ 576,167.26
June	7.70%	\$ 429,852.67	8.65%	\$ 542,271.19	7.13%	\$ 447,120.01
July	9.45%	\$ 527,205.00	8.41%	\$ 527,636.84	7.41%	\$ 464,671.70
August	9.76%	\$ 544,620.05	8.67%	\$ 543,532.22	0.00%	\$ -
<b>Cumulative</b>	<b>102.29%</b>	<b>\$5,706,832.29</b>	<b>103.73%</b>	<b>\$6,505,947.49</b>	<b>90.71%</b>	<b>\$5,689,512.33</b>

	2021		2022		2023
TOTAL EXPENSE BUDGET	\$5,579,513.00	OPERATING BUDGET	\$ 5,746,903.00	OPERATING BUDGET	\$5,746,903.00
		W/ SIXPENCE	\$ 6,271,903.00	W/ SIXPENCE	\$6,271,903.00

# Weeping Water Public School

## August 2023 Claims for Payment

Vendor	Amount	Notes
Amazon E-Commerce	\$1,594.19	
Amy Kroll	\$278.19	
Brandi Edmond	\$3,509.25	Tuition Reimbursement Program
C&C Truck Repair, Inc.	\$2,329.91	
Capital Business Systems, Inc. (Lease)	\$994.37	
Capital Business Systems, Inc. (Subscription)	\$89.00	
Cassgram c/o Stephen C Wurga	\$390.00	
Cavendish Square	\$204.44	
Cengage Learning	\$10,873.34	Business Curriculum
City Of Weeping Water	\$665.69	
Community Memorial Hospital DBA Syracuse Area Health	\$276.75	
Complete Chiropractic & Wellness Center	\$70.00	
Computer Hardware	\$75.00	
Cyrgus Co. LLC	\$215.29	
Discount School Supply	\$321.74	
DnTree, LLC	\$2,250.00	
Egan Supply Company, Inc	\$384.36	
Follett School Solutions, LLC	\$110.09	
Gulizia Electrical, LLC	\$4,189.69	Sixpence Reimbursable
Hiland Dairy	\$119.90	
Illuminate Education, Inc.	\$3,111.75	
Innovative Office Solutions	\$382.77	
JourneyEd.com, Inc.	\$2,416.88	
Junior Library Guild	\$2,581.74	
Keckler Oil Co Inc	\$72.00	
Kevin Reiman	\$90.40	
Kinetic Business by Windstream	\$578.81	
KSB School Law	\$377.50	
Marthy Bailey	\$72.28	
Mary Mozena	\$319.56	
Meeske Auto Parts	\$9.02	
Meeske Hardware Inc	\$2,180.50	
Michelle Heath	\$360.29	
Mid-America Termite & Pest Control, Inc	\$86.96	
Morgan Cole	\$267.24	
Morris Printing Group Inc	\$664.45	
My Central Supply	\$3,285.87	
NASCO Early Learning	\$3.90	
National Art & School Supplies	\$98.84	
National Insurance Services	\$1,051.37	
National Restaurant Association Solutions, LLC	\$1,906.68	
Nebraska Ag Ed Association (NAEA)	\$235.00	
Nebraska Council of School Administrators, Inc.	\$100.00	
Nebraska Safety Center	\$645.00	
NVAA District I	\$150.00	
Omaha Public Power District	\$9,753.78	
Per Mar Security Services	\$433.20	
Plank Road Publishing Inc	\$182.45	
Popplers Music Inc	\$44.40	
Prime Secured	\$853.00	
Riverside Technologies, Inc	\$97.00	
Robert J. Miller & Associates, Inc.	\$395.00	

Scholastic	\$104.39	
Shirley J Brack	\$288.00	
Stericycle, Inc./Shred It	\$63.85	
Stop 'N Shop Inc	\$87.74	
Sysco	\$2,015.44	
T.E.A.C.H. Early Childhood Nebraska	\$89.70	
Tashia Krecklow	\$2,619.59	Tuition Reimbursement Program
Teaching Strategies LLC	\$2,790.00	
Tech Masters, Inc.	\$1,036.50	
Think Safe	\$697.00	
TK Elevator Corporation	\$410.22	
Unite Private Networks, LLC	\$420.31	
US BANK	\$1,194.89	
Verizon Wireless LLC	\$274.16	
WEX Bank	\$173.56	
Wieser Educational	\$310.14	
WoodRiver Energy, LLC	\$282.11	
<b>August 2023 Claims for Payment</b>	<b>\$74,606.44</b>	
<b>August 2023 Payroll</b>	<b>\$390,065.26</b>	
<b>Total August 2023 (General Fund/Lunch Fund)</b>	<b>\$464,671.70</b>	

**Plus Invoices to Pay by Building Fund:**

Automated Energy Solutions	\$2,413.00	
Clark & Enersen	\$821.20	
Commercial Lighting	\$497.17	
MMC Contractors	\$26,357.04	
<b>Total August 2023 Building Fund:</b>	<b>\$30,088.41</b>	
<b>Total August 2023 All Funds:</b>	<b>\$494,760.11</b>	

CASH ASSETS

CASH ASSET REPORT

DATE: 08/18/2023

FUND	ACCOUNT TYPE	INFORMATION	HOLDER	CURRENT BALANCE	BALANCE 2019
GENERAL FUND/KITCHEN FUND	CHECKING	300380832	Farmers & Merchants	\$ 483,480.67	\$ 619,320.44
	CLOSED ACCOUNT	300382812	Farmers & Merchants	\$ -	\$ 19,991.94
<b>TOTAL GENERAL FUND</b>				<b>\$ 483,480.67</b>	<b>\$ 639,312.38</b>
ACTIVITY FUND	CHANGE			\$ 1,140.00	\$ 1,140.00
ACTIVITY FUND	PETTY CASH			\$ 100.00	\$ 100.00
ACTIVITY FUND	CHECKING	300444190	Farmers & Merchants	\$ 90,885.31	\$ 117,958.61
OUTSIDE OF ACTIVITY FUND	LIMESTONE COFFEE	300474478	Farmers & Merchants	\$ 4,841.79	\$ 3,069.78
<b>TOTAL ACTIVITY FUND</b>				<b>\$ 96,967.10</b>	<b>\$ 122,268.39</b>
BOND FUND	MONEY MARKET	95010505	First Nebraska Bank	\$ 911,111.87	\$ 444,784.92
<b>TOTAL BOND FUND</b>				<b>\$ 911,111.87</b>	<b>\$ 444,784.92</b>
QCPU FUND	CHECKING-2009 & 2010 BAB	86483570	First Nebraska Bank	\$ 85,393.99	\$ 114,670.29
<b>TOTAL QCPU FUND</b>				<b>\$ 85,393.99</b>	<b>\$ 114,670.29</b>
BUILDING FUND	CHECKING	300381079	Farmers & Merchants	\$ 194,683.04	\$ 307,942.28
<b>TOTAL BUILDING FUND</b>				<b>\$ 194,683.04</b>	<b>\$ 307,942.28</b>
DEPRECIATION FUND	CHECKING	300446542	Farmers & Merchants	\$ 311,366.27	\$ 667,894.46
<b>TOTAL DEPRECIATION FUND</b>				<b>\$ 311,366.27</b>	<b>\$ 667,894.46</b>
EMPLOYEE BENEFIT FUND	CHECKING/RETIREMENT	300381061	Farmers & Merchants	\$ 28,980.40	\$ 67.36
<b>TOTAL EMPLOYEE BENEFITS FUND</b>				<b>\$ 28,980.40</b>	<b>\$ 67.36</b>
STUDENT FEES FUND	CHECKING	85834670	First Nebraska Bank	\$ 21,648.78	\$ 12,034.40
<b>TOTAL STUDENT FEES FUND</b>				<b>\$ 21,648.78</b>	<b>\$ 12,034.40</b>
<b>TOTAL</b>				<b>\$ 2,133,632.12</b>	<b>\$ 2,308,974.48</b>



NATIONAL  
**ARTS IN  
EDUCATION WEEK**

**ARTS IN EDUCATION WEEK RESOLUTION**

Expressing support for the designation of the week of September 10-16, 2023, as Arts in Education Week

**Whereas** arts education, comprising a rich array of disciplines including media arts, music, theatre, visual arts, and more, is a well-rounded subject and an essential element of a complete education for all students; and

**Whereas** arts education supports the social and emotional well being of young people in a community by self-awareness, self-efficacy, self-management and perseverance, social awareness and relationship skills are central to any arts education activity, no matter the age and ability of the student or the environment in which the learning takes place; and

**Whereas** arts education enables students to develop critical thinking and problem solving skills, imagination and creativity, discipline and collaboration, alternative ways to communicate and express feelings and ideas, and cross-cultural understanding, which supports academic success across the curriculum; and

**Whereas** arts education contributes to personal growth outside of the classroom including increasing a student's likelihood to participate in civic life, volunteerism, altruism, and community engagement; and

**Whereas** arts education contributes to a welcoming school environment where students can express themselves in a safe and positive way; and

**Whereas** to succeed in today's economy, students must masterfully develop traits that business leaders demand in a 21<sup>st</sup> century workforce such as communicating through words, images, sounds, and movement; and

**Whereas** the arts are an integral part of life in the United States and Weeping Water Public Schools and are an integral part of a complete education which contributes to the vibrancy and vitality of communities and the Nation; and

**Be it Resolved**, that Weeping Water Board of Education supports the designation of September 13-19, 2020, as Arts in Education Week in calls on all residents to observe the week with appropriate activities.

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Adam DeMike, BOE President

**RESOLUTION OF THE BOARD OF EDUCATION TO  
INCREASE BASE GROWTH PERCENTAGE TO  
DETERMINE ITS PROPERTY TAX REQUEST AUTHORITY**

WHEREAS, the Board of Education ("Board") for **Cass County School District 13-0022**, commonly known as **Weeping Water Public Schools** (the "School District"), is planning the School District's annual budget for the 2023–2024 school year; and

WHEREAS, the funding needed for the School District to meet its obligations to its students will require an increase in the base growth percentage used to determine the School District's property tax request authority under NEB. REV. STAT. § 79-3403; and

WHEREAS, Nebraska law authorizes the Board, upon an affirmative vote of at least seventy percent (70%) of the Board, to increase such base growth percentage by up to 7%.

BE IT THEREFORE RESOLVED that, pursuant to NEB. REV. STAT. § 79-3405(2), the Board hereby increases the base growth percentage used to determine its property tax request authority for the 2023–2024 budget in an amount of 7%.

Said Resolution was adopted by the Board of Education by a vote of \_\_\_\_ to \_\_\_\_ on the 21<sup>st</sup> day of August, 2023.

\_\_\_\_\_  
President of the Board of Education

ATTEST:

\_\_\_\_\_  
Secretary of the Board of Education

## **RESOLUTION ON SCHOOL DISTRICT STANDARDS FOR ACCEPTANCE OR REJECTION OF OPTION ENROLLMENT APPLICATIONS**

WHEREAS, Weeping Water Public Schools is committed to providing an education of high quality to its students in an economically efficient manner; and

WHEREAS, the school district's faculty, facilities, and equipment can serve only a limited number of students effectively; and

WHEREAS, the Weeping Water Board of Education, in consultation with the administration, has reviewed the school district's faculty, facilities, equipment, interdisciplinary efforts and interrelationships of grades, subjects, and faculty; and has determined the maximum number of students it can serve effectively at any given grade level and in total;

NOW, THEREFORE BE IT RESOLVED that the board adopts the following standards for acceptance or rejection of option enrollment applications:

**Numeric Capacity.** The capacity in the following grade levels, programs, classes, and/or school buildings is as follows:

- Each grade level in grades kindergarten through 2: 25 students
- Each grade level in grades 3 through 5: 40 students
- Each grade level in grades 6 through 8: 45 students
- Each grade level in grades 9 through 12: 50 students
- Students in special education programs requiring specific academic and behavioral support is dependent on the IEP needs of the student and will be determined on a case by case basis.

Total enrollment for the school district: 510 students.

**Other Standards.** The school district shall not accept an option student when acceptance of the student:

- (a) Would increase the operating costs of the school district, such as by requiring the hiring of new staff or contracting with outside entities to provide services to the student;
- (b) Would require the procurement of new equipment, technology, or furnishings;

- (c) Would cause or require the rearrangement of caseloads for staff and contracted professionals;
- (d) Is reasonably deemed by appropriate school staff to pose a potential risk to the health or safety of students or staff;
- (e) May pose a risk of adversely affecting the quality of educational services being provided to resident students, as determined by appropriate school staff.

After the above resolution was read, board member \_\_\_\_\_ moved for passage of the motion. Board member \_\_\_\_\_ seconded the motion. After discussion, and on roll call vote, the following members voted in favor of the motion: \_\_\_\_\_.

The following members voted against the motion:  
\_\_\_\_\_.

The following members did not vote:  
\_\_\_\_\_.

Having been consented to by a majority of the voting members, the board president declared the motion to have been passed and adopted.

Dated this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
President, Board of Education

# Gold Service Agreement



July 10, 2023

Purchaser: WEEPING WATER PUBLIC      Location: WEEPING WATER PUBLIC  
SCHOOLS      SCHOOL 016048  
Address: PO BOX 206      Address: 204 WEST O ST  
WEEPING      WEEPING  
WATER, NE 68463-0206      WATER, NE 68463-0206

TK Elevator Corporation ("TK Elevator Corporation," "TK Elevator," "we," "us," and "our"), agrees with Purchaser ("Purchaser," "you," and "your"), to maintain the equipment described below in accordance with the terms and conditions of this agreement ("the Agreement") with the goal of maximizing its performance, safety, and life span. TK Elevator and Purchaser may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

## Equipment to be Maintained

This Agreement covers the units described in the table below (individually a "Unit" or collectively the "Units").

Equipment Type	Nickname	Legal ID	OEM Serial #	Stops	Controller Manufacturer
Hydraulic	10163 - HS GYM	NEP0010163	H7741-01	3	Schindler
Hydraulic	8386	NEP0011345	EC1396	5	Otis

## Scope of Work

### Service Visits

TK Elevator will visit the Units described above to examine, maintain, adjust and lubricate the equipment covered by this Agreement as necessary to promote the proper operation of those Units and will repair or replace any covered components if the repair or replacement is, in TK Elevator's sole opinion, necessitated by normal wear and tear or is not otherwise excluded by this Agreement ("Service Visits"). These Service Visits will be performed Monday to Friday, 8:00 AM to 4:30 PM except during scheduled holidays ("Regular Time"). All work performed before or after Regular Time shall be considered overtime ("Overtime").

TK Elevator will examine covered parts and components of the Unit(s) including:

- Control and landing positioning systems
- Signal fixtures
- Machines, Drives, Power units, pumps, valves, and above-ground jacks
- Car and hoistway door operating devices and door protection equipment
- Loadweighers
- Safety mechanisms

In order to ensure optimum operation, TK Elevator will also:

- Lubricate covered parts and components for smooth and efficient performance
- Adjust covered parts and components to promote safe operation

### Service Visits Include TK Elevator's Maintenance Control Program

TK Elevator performs all work covered by this Agreement in accordance with the version of ASME A17.1 that is, according to the relevant authority having jurisdiction, applicable to the Unit(s) at the time the Agreement is first fully

# Gold Service Agreement



executed by both Parties. Section 8.6 of that code currently requires Unit owners to have a Maintenance Control Program (“MCP”). TK Elevator’s MCP meets or exceeds section 8.6 of that code. Our MCP incorporates TK Elevator’s Basic Elevator and Escalator Procedures Manual listing the processes we follow when performing those maintenance, repair, replacement and testing services that are specifically described as included in this Agreement. Our MCP also includes TK Elevator’s Maintenance Tasks & Records documentation to record the performance of those tasks. This Agreement does not include any work mandated as a consequence of changes to that code after this Agreement is executed.

## **Service Requests**

This Agreement also includes the dispatch of our technician to address minor adjustments to, and the release of any entrapped passengers from, a Unit during Regular Time (“Service Requests”). Service Requests may be made from one or more of the following: you or your representative, the building or building’s representative, emergency personnel, and/or passengers through the Unit’s communication device and/or from any applicable remote monitoring device attached to the Unit if monitored by TK Elevator.

We will respond to Service Requests during Regular Time, as defined above, at no additional charge.

Overtime Service Requests are those Service Requests performed in whole or in part before or after Regular Time (“Overtime Service Requests”). On all Overtime Service Requests, you will be responsible for all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our standard Overtime billing rates.

## **Testing**

### Equipment Testing

This agreement includes only the following tests:

- those annual safety tests for your hydraulic Units covered by this Agreement

Should your Unit(s) require any additional type of equipment testing as required by any applicable law and/or code, we will provide you with a separate written estimate that includes the cost of any associated labor and/or material(s).

Should your Unit(s) require any safety tests as mandated by any applicable law and/or code on the commencement date of this Agreement, TK Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on applicable traction elevators, or the hydraulic system on applicable hydraulic elevators under the terms of this Agreement until the test has been completed and the Unit has passed. Should the respective Unit fail any of those tests, it shall be solely your responsibility to make necessary repairs and place the Units in a condition that we deem acceptable for further coverage under the terms of this Agreement. Because the performance of any safety test places the Unit under extreme conditions that are outside of the Unit’s normal operating parameters, you agree that TK Elevator shall not be liable for any damage to the building structure or the Unit(s) resulting from the performance of any safety tests we perform at any time under this Agreement.

Should your jurisdiction require the presence of either the applicable authority having jurisdiction or a third party witness at the time of testing, you agree to pay for any costs of that individual along with any inspection/coordination fees.

### Firefighters' Service Testing

Should your Unit(s) be equipped with a phase I and phase II firefighters' service feature, all testing, record-keeping and record storage obligations associated with that feature that are required by any applicable law or code are expressly excluded from this Agreement and shall remain solely your responsibility to satisfy. The first time that your testing of that feature following the full execution of this Agreement reveals that it is not operating properly, you shall immediately remove the Unit from operation, immediately notify TK Elevator of the condition, and agree to remain responsible for all costs associated with any repairs necessary to return that feature to full and proper operation in accordance with any applicable law or code.

# Gold Service Agreement



## Exclusions

Service Visits, Service Requests, and Overtime Service Requests do not include: the removal or retrieval of items unrelated to the operation of the Unit(s) from the pit, machine room, or hoistway; the dispatching of any technician that results in the discovery by that technician that the Unit is either functioning on independent service or firefighters' service or that the Unit is operating properly but the stop button or stop function has been engaged by others; any request or obligation to address any condition associated with a part or component specifically excluded or not covered elsewhere in this Agreement; and/or any request or obligation to service, repair, replace any components or address any condition caused in whole or in part by any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; dust or debris; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; oxidization, rust, or other conditions caused in whole or in part by the environment in which the affected component is located; fire, smoke, explosions, water, storms, wind, and/or lightning; any acts of God; acts of civil or military authorities, strikes, lockouts, other labor disputes, riot, civil commotion, war, malicious mischief, or theft; or any other reason or cause beyond our control that affects the use or operation of the Unit ("Billable Work"). On all Billable Work you will be solely responsible for the cost of all parts or materials along with all labor invoiced at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when the Billable Work is performed) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job.

In addition to the Billable Work described above, we also do not cover (A) the examination, maintenance, adjustment, refinishing, repair or replacement of the following components and/or systems: any cosmetic, construction, or ancillary components of the elevator or escalator system, including the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, balustrades, and wellway enclosures; any electrical components including main line power switches, breaker(s) or feeders to controller; sealed machine bearings; any below-ground or partially unexposed components of any hydraulic elevator system including, but not limited to, jack/cylinder, piston, PVC and/or other protective material of any type or kind; any below-ground or partially unexposed piping of any type or kind; any signage of any type or kind including but not limited to, signs, placards, and/or braille; any fire-suppression or fire-detection equipment of any type or kind including, but not limited to, smoke detectors, fire sensors, and/or sprinklers and associated piping; any communication, security, entertainment, and/or advertising devices including, but not limited to, kiosks or touchscreen displays and/or card readers; any batteries for emergency lighting and emergency lowering; or any environmental control devices including, but not limited to, air conditioners, heaters, ventilation fans, humidifiers, de-humidifiers, and/or pit or sump pumps; or (B) the repair, refurbishing, rebuilding, and/or replacement of any motor generators; or (C) the replacement or alignment of elevator guide rails; or (D) any other items or tasks specifically excluded elsewhere in this Agreement.

With the passage of time, equipment technology and designs will change. If (1) any part or component of your equipment covered under this Agreement cannot, in TK Elevator's sole opinion, be safely repaired and (2) a brand new direct replacement is no longer in stock and readily available from the Original Equipment Manufacturer ("OEM"), that part or component shall be considered obsolete, regardless of whether it can be custom-made, fabricated or acquired at any price or whether or not a refurbished or reconditioned version is available from anyone. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment associated with that Unit is functionally compatible with that replacement part or component

In addition, we will not be required to make any changes or recommendations in the existing design or function of the Unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party.

Should Purchaser elect to modernize any Unit described in this Agreement during the original or any renewal term of this Agreement, Purchaser agrees to provide TK Elevator with the modernization proposals prepared by any other vendor and at least fourteen (14) calendar days thereafter to both evaluate such proposals and, at TK Elevator's sole option, make its own proposal to Purchaser. Should Purchaser thereafter elect to accept the proposal of another vendor, the Parties agree that the current term of this Agreement applicable to the Units that are the subject of such

# Gold Service Agreement



modernization shall be frozen until the modernization work is complete and TK Elevator has inspected such work and deemed the modernized Unit acceptable for service under the terms of this Agreement. In the event such Unit is not, in TK Elevator's sole opinion, acceptable for service under the terms of this Agreement, TKE will submit a written proposal to Purchaser to address the items in question at an additional cost. Should Purchaser decline that proposal, TKE retains the right to remove the Unit from the Agreement and adjust the price accordingly or cancel the Agreement if the proposal affects all Units that are the subject of the Agreement.

## Digital Customer Experience

### MAX - Digital Maintenance

MAX is a cloud-based Internet of Things ("IOT") platform that we, at our election, may connect to your Unit(s) by installing a remote-monitoring device (a "Device"). Purchaser consents and authorizes TK Elevator to (1) access Purchaser's premises to install a Device to the Unit(s) and thereafter maintain and/or repair the Device(s) and (2) to collect, store, maintain, own, use, delete, and/or destroy any or all of the data generated by the Device(s). Any Device, once installed, is not intended, nor should it be considered, as a fixture. Instead, TK Elevator shall retain the right to remove the Device from any Unit(s) and/or cease any data collection and/or analysis at any time at its sole discretion. Moreover, TK Elevator shall retain the exclusive right and ability to, at its sole discretion, remove, delete and/or destroy all associated data generated from the Device(s). Because the Device contains trade secrets belonging to TK Elevator and is being installed for the sole use and benefit of our personnel, Purchaser agrees not to permit Purchaser's own personnel or any third parties to use, access, tamper with, relocate, copy, alter, destroy, disassemble or reverse engineer the Device or its data. The installation of any Device on a Unit shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the Device and/or any software contained or embedded therein or that it utilizes/utilized in connection with the collection, monitoring and/or analysis of data.

With a MAX device connected to your equipment, at no additional charge, information obtained via machine learning may be sent to our technicians to promote early diagnosis, faster fixes and reduced downtime.

### Customer Web Portal and Mobile App

TK Elevator provides a web-based customer portal (the "CP") and mobile application (the "App") which, following the effective date of this Agreement, may contain certain maintenance and service call data associated with the Unit(s). To the extent applicable, TK Elevator will provide Purchaser with a user name and password to access the CP and App platforms. Purchaser shall, at its sole cost, provide and ensure the functioning integrity of its own hardware, software and internet connection necessary to access the CP and App. To the extent applicable, TK Elevator reserves the right to restrict Purchaser's access to the CP and App if any of Purchaser's accounts with TK Elevator has an outstanding unpaid balance greater than 30 days or in the event of anticipated or pending litigation of any kind. TK Elevator reserves the right to discontinue the CP and App altogether at its sole discretion and without notice to Purchaser and Purchaser expressly agrees to release TK Elevator from any and all claims of any type or kind arising out of or related to that discontinuation.

### TK Elevator Communications

You may supplement this Agreement with an additional suite of services through our TK Elevator Communications call center at an additional fee contingent upon your agreement to all of the terms and conditions as set forth in the attached exhibit entitled "TK Elevator Communications Services." These additional available services involve the provision of 24/7/365 monitoring of your Units' code-compliant and compatible emergency telephone and in-cab video and text communication equipment (the "Communication Equipment"), the dispatch of a TK Elevator technician or emergency personnel under certain circumstances, the provision of a cellular connection for that Communication Equipment, and limited repair/replacement coverage for that Communication Equipment which is otherwise excluded from this Agreement.

## Contract Term, Price, Available Discounts & Payment

### Term

This Agreement is effective for 60 months starting on the date it is fully executed by both Parties including an authorized manager of TK Elevator and is non-cancellable. To ensure continuous service, this Agreement will be

# Gold Service Agreement



automatically renewed for successive 60-month periods unless either Party timely serves written notice on the other Party of its intention to cancel at least 90-Days but not more than 120 days before the end of the initial 60-month period or at least 90-Days before the end of any subsequent 60-month renewal period. Notice shall be sent by certified mail, return receipt requested to the TK Elevator office address found in this Agreement. Time is of the essence.

## Price

The price for the services as stated in this Agreement shall be \$345.00 per month, inclusive of all applicable sales and use taxes, payable quarterly in advance. The billed amount may vary based on discounts as accepted by Purchaser's initials below and adjustments referenced in this Agreement that are applied throughout the life of the Agreement.

## Available Discounts

### Payment Plan

Billing Frequency	Discount %	Monthly Discount \$	Initial to Select
Annual	4%	\$13.8	
Semi Annual	2%	\$6.9	
Quarterly	No Change	\$0	Current Selection

### Contract Term

Extended Term (Years)	Discount %	Monthly Discount \$	Initial to Select
Seven (7)	2%	\$6.9	
Ten (10)	4%	\$13.8	
Fifteen (15)	8%	\$27.6	

We reserve the right to annually increase all charges under this Agreement five percent plus an additional amount resulting from any increase of any of TK Elevator's expenses relating to one or more of the following categories during the preceding calendar year: labor, employment benefits, materials, tools, vehicles, fuel, rent, internet and/or communication access, data storage, utilities, logistics/shipping, waste disposal, taxes, tariffs, and any governmentally-imposed charges.

## Payment

Payments are due upon receipt of each of your TK Elevator invoices. If you do not timely pay any sum due to TK Elevator related to your Units described in this Agreement, regardless of whether it is billed pursuant to this Agreement or any other agreement with us, within the stipulated payment term calculated from the billing date, we may also choose to do one or more of the following:

- deem that you have permanently forfeited any discounts you may be entitled to associated with your payment plan/billing frequency for this Agreement, and/or
- suspend all services until all amounts due have been paid in full, and/or
- declare all sums for the unexpired term of this Agreement due immediately as liquidated damages and terminate our obligations under this Agreement

A service charge of the highest rate allowed by law shall apply to all overdue accounts you have with TK Elevator that are in any way related to any of the Unit(s) described in this Agreement. If TK Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the Units) or losses of any other type or kind that is in any way related to TK Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to TK Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

TK Elevator reserves the right to assign payments owed to TK Elevator under this Agreement. If for any reason this Agreement is terminated prior to the end of the current term, a condition of such termination shall be that you agree to pay us the full amount of the any discount you received during the initial and any subsequent term. This is in addition to and not in lieu of any other rights or remedies we may have under this Agreement and the law.

## Purchaser's Responsibilities

You agree to instruct or warn passengers in the proper use of the Unit(s) and to keep them under continued surveillance by competent personnel to detect irregularities between our examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to

# Gold Service Agreement



immediately shut down the Unit(s) upon manifestation of any irregularities in either the operation or the appearance of the Unit(s), to immediately notify us, and to keep the Unit(s) shut down until the completion of any repairs. Under those circumstances you agree not to re-set the mainline disconnect. In the event of a Service Request where our technician finds that the mainline disconnect has been reset, you agree that you will be responsible for all labor costs associated with that Service Request invoiced at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when we respond to that Service Request) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the Unit(s). You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You agree to provide properly maintained and functioning mainline disconnect(s). You agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you are responsible for the cost associated with the removal and the proper handling of such liquids. You agree that if TK Elevator's inspection of a Unit serviced under this Agreement reveals an operational problem which, in TK Elevator's sole judgment, jeopardizes the safety of the riding public, TK Elevator may shut down the Unit until such time as the operational problem is resolved. In that event, TK Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this Agreement.

TK Elevator assumes no responsibility for any part of the Unit(s) except that upon which work has been performed under this Agreement. No work, service, examination or liability on the part of TK Elevator other than that specifically mentioned herein is included or intended. It is agreed that TK Elevator does not assume possession or control of any part of the Unit(s) and that such remains Purchaser's exclusively as owner, lessor, lessee, possessor, or manager thereof.

We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. For safety reasons, you agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the Unit(s) during the term of this Agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this Agreement.

Upon the commencement of this Agreement and as a condition of TK Elevator's performance of its obligations, Purchaser shall provide any wiring diagrams, manuals, special tools, monitoring devices, software, hardware or any other items designed to work with, diagnose, service, or repair the Unit(s) (1) as originally supplied by the OEM with the installation or (2) solely available to Purchaser from the OEM.

Some equipment covered by this Agreement may be encoded with serialized onboard diagnostics or other closely held diagnostic intelligence. In the event that the cause of a shutdown or other equipment issue cannot be diagnosed and/or resolved without enlisting the OEM's assistance, Purchaser agrees to obtain the assistance of the OEM and TK Elevator agrees to reimburse you for that expense, provided that it does not exceed the total monthly service fee divided by the number of Units covered under this Agreement. Any fees in excess of that figure shall be exclusively the Purchaser's responsibility.

## Schindler 321A Miconic (Hydraulic) or 330A (Hydraulic)

This Agreement specifically excludes any obligation on the part of TK Elevator to test, maintain, or replace any Schindler Elevator inverted, twin post, telescopic jacks. Any required repair or replacement of those components will instead be the subject of a separate written proposal to Purchaser at an additional cost.

Since TK Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with our performance or the means and methods used to meet our obligations under this Agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership of the premises in which the Unit(s) described herein are located, you agree to see that such transferee is made aware of this Agreement and agrees to assume and/or be

# Gold Service Agreement



bound by the conditions hereof for the balance of the unexpired term of this Agreement. Should the transferee fail to assume this Agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

Unless this Agreement expressly includes, or is later amended to include, TK Elevator Communications Phone Monitoring Service or Multimedia Monitoring Service as described in the exhibit hereto, this Agreement expressly excludes any materials, labor and/or services involving or related to either the monitoring of or provision of a response to any communications initiated from any Communication Equipment installed within the Unit(s) and Purchaser remains solely responsible for contracting with a separate vendor to monitor and respond to such communications in accordance with all applicable codes, statutes and/or laws.

You expressly agree to release and discharge us and our employees for any and all claims and/or losses of any type or kind (including but not limited to personal injury, death and property damage, specifically including damage to the property which is the subject matter of this Agreement) (1) associated with any components excluded in this Agreement or (2) associated with any Billable Work or (3) caused in whole or in part by reason(s) outside of our control. TK Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TK ELEVATOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO ANY OR ALL OF THE PARTS, PLATFORMS (INCLUDING BUT NOT LIMITED TO CP, APP AND MAX) AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, TK ELEVATOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE PARTS, PLATFORMS AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT WILL BE ACCESSIBLE TO CUSTOMER, ACHIEVES ANY INTENDED RESULTS, MEETS CUSTOMER'S REQUIREMENTS, OPERATES WITHOUT INTERRUPTION, MEETS ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TK ELEVATOR OR ITS AFFILIATES, BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE UNIT(S), PARTS, PLATFORMS AND/OR SERVICES OR FOR THE ACT OF ANY THIRD PARTY RELATED THERETO, INCLUDING BUT NOT LIMITED TO THE INCORPORATION OF A VIRUS, SPYWARE OR ANY OTHER MALICIOUS PROGRAM INTO THE PURCHASER'S SOFTWARE OR HARDWARE OR PLATFORM.

In consideration of TK Elevator performing the services herein specified, you expressly agree, to the fullest extent permitted by law, to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against TK Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the Unit(s) which are the subject matter of this Agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the Unit(s) covered by this Agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Agreement), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or our employees. You recognize that your duty to defend TK Elevator under this clause is broader than your duty to indemnify and includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

You expressly agree to name TK Elevator Corporation along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator Corporation, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or or losses arising from the sole negligence or responsibility of

# Gold Service Agreement



TK Elevator Corporation and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

In no event shall TK Elevator's liability for damages arising out of this Agreement exceed the remaining unpaid installments of the current, unexpired term of this Agreement.

You expressly agree to release and discharge TK Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this Agreement.

In the event an attorney is retained to enforce, construe or defend any of the terms and conditions of this Agreement or to collect any monies due hereunder the prevailing Party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this Agreement shall be construed and enforced in accordance with the laws of the state where the Unit(s) is/are located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the Unit(s) is/are located as to all matters and disputes arising out of this Agreement.

In the event any portion of this Agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this Agreement.

Our rights under this Agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Agreement.

# Gold Service Agreement



## Acceptance

Until executed by both Parties this Agreement is a proposal that shall only remain available for acceptance for a period of sixty (60) calendar days from the date appearing on the first page of this document unless revoked by TK Elevator earlier in writing to Purchaser. Your acceptance of this Agreement and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Agreement will be recognized unless made in writing and properly executed by both Parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this Agreement will exclusively govern the Parties' responsibilities. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Agreement without the express prior written approval of an authorized TK Elevator manager.

<b>WEeping WATER PUBLIC SCHOOLS (Purchaser):</b>	<b>TK Elevator Corporation Management Approval</b>
By: _____ (Signature of Authorized Individual) KEN HEINZ	By: _____ (Signature of Branch Representative)
_____ (Print or Type Name)	
_____ (Print or Type Title)	
_____ (Date of Acceptance)	_____ (Date of Execution)

For inquiries regarding your contract or services provided by TK Elevator, please contact your local branch office:

13275 Cornhusker Road  
Omaha, NE 68138  
402-345-4056

Thank you for choosing TK Elevator. We appreciate your business.

Bailey Caldwell

# Gold Service Agreement



## Exhibit A

### TK Elevator Communications

TK Elevator offers an additional suite of services through our TK Elevator Communications call center separate and apart from those services included with your Agreement. We have notated below each additional TK Elevator Communications Service that you have selected for each of the Units covered under your Agreement and the corresponding total price of those services per Unit.

Building Name	Equipment Type	Nickname	Phone Monitoring	Elevator Telephone #
WEeping WATER PUBLIC SCHOOL 016048 (From VIEW)	Hydraulic	10163 - HS GYM	Current Selection	
WEeping WATER PUBLIC SCHOOL 016048 (From VIEW)	Hydraulic	8386	Current Selection	

A description of each available TK Elevator Communications service and the additional applicable terms and conditions follow.

#### Phone Monitoring Service

If “Phone Monitoring” is selected for specific Units in the chart above then we will provide 7 days per week, 24 hours per day, 365 days per year dispatching service, through its centralized TK Elevator Communications call center, for those specified units. The dispatching service will be provided for calls placed by Purchaser outside of Regular Time to the local TK Elevator branch office. We will also include telephone monitoring on all Units maintained under this Agreement that have operational telephone equipment capable of placing a call to that call center. Depending on the nature of the call and circumstances, TK Elevator’s operators can call one or more of the following: Purchaser’s Designated Contacts set forth below; Local Emergency Services at phone numbers provided by Purchaser below; and/or a local TK Elevator service technician to be dispatched to the location of the equipment. Calls cannot be placed to “9-1-1” as the centralized TK Elevator Communications call center does not have dialing access to local “9-1-1” numbers.

This Phone Monitoring Service specifically excludes any maintenance, repair or replacement of any type or kind of the Purchaser’s telephone or other communication equipment. The Purchaser retains exclusive possession and control of its telephone and other communication equipment and is solely responsible for ensuring uninterrupted operation of that equipment so that it is continuously capable of placing a call to TK Elevator Communication’s call center.

#### Terms and Conditions

Any of the services mentioned in this Exhibit shall be governed by both the terms and conditions of the Agreement covering the Unit(s) described in that Agreement and the terms and conditions of this Exhibit and in the event that those terms conflict, the terms and conditions of this Exhibit will exclusively govern the subject matter of those terms and conditions. Should the Agreement covering the Unit(s) be terminated for any reason by either Party then this Exhibit shall also be automatically terminated. In the event that this Exhibit is terminated for whatever reason, Purchaser agrees to immediately both transfer the connection of the communication equipment to an appropriate telephone service provider and also make arrangements with its replacement elevator service vendor to reprogram the communication equipment to initiate contact with a replacement call center.

#### Price and Term

In light of the modifications to Agreement set forth above, you agree to an additional price of \$0 per month which will be billed to you separately from the price of the Agreement (the “TK Elevator Communications Services Charge”). The cost of your selected TK Elevator Communications Services is not subject to any discounts.

# Gold Service Agreement



## TK Elevator Communications Contact Information - To Be Completed by Purchaser

Purchaser hereby acknowledges that as a condition precedent to TK Elevator's placement of calls to Purchaser's Designated Contacts and any Local Emergency Services under this Agreement, Purchaser must first complete all sections of the TK Elevator communications Contact Information section below. Purchaser further acknowledges that it is Purchaser's sole responsibility to advise TK Elevator immediately in writing of any changes to the information contained in this exhibit during the term of this Agreement. Purchaser acknowledges that no revision to that information will be made without TK Elevator first receiving such request in writing from Purchaser's authorized representative.

Under those circumstances where TK Elevator is unable to reach Purchaser's Designated Contacts, Purchaser hereby gives TK Elevator express permission to dispatch a TK Elevator service technician to the location of the equipment at Purchaser's expense in accordance with TK Elevator's applicable billing rates. Purchaser further agrees that TK Elevator does not assume any duty or responsibility to advise any caller, regardless of his or her location within or outside the elevator, to take or not take any specific action resulting from a medical or other emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

In the event of an emergency, or perceived emergency, one or more of the following are to be Purchaser's Designated Contacts:

Contact Name	Title	Primary Telephone #	Secondary Telephone #

In the event of an Emergency or perceived emergency, TK Elevator has the express permission to contact one or more of the following (**911 is not sufficient, local phone numbers are required**):

**Police Department:** (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**Fire Department:** (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Special instructions/remarks:

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In the event that a TK Elevator call center operator perceives that a call from within the elevator constitutes a medical or other emergency, Purchaser hereby gives TK Elevator the express permission to call Local Emergency Services at the telephone numbers provided above at TK Elevator's sole discretion. Under those circumstances, Purchaser agrees to pay all related charges for services provided by any Local Emergency Services in response to that call. Purchaser agrees that TK Elevator shall not be responsible for ensuring an appropriate (or any) response by Local Emergency Services to that call.



# Customer Portal & Mobile App setup form

Name:	KEN HEINZ		
Address: (if different from contract)			
City:			
State:			
Zip Code:			
Phone:	(402) 267-2445		
Email:	clyons@weepingwaterps.org		
Subscribe to email notifications:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



We have prepared a quote for you

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## Genetec Directory server upgrade

Quote # 010745 v2

Prepared for:

**Weeping Water Public Schools**

Kevin Reiman  
kreiman@weepingwaterps.org

Prepared by:

**Prime Secured**

Dave Kanne  
dkanne@primecominc.com

Friday, July 07, 2023

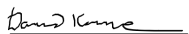
Weeping Water Public Schools  
Kevin Reiman  
204 W O St  
Weeping Water, NE 68463  
kreiman@weepingwaterps.org

Dear Kevin ,

Thank you for inviting Prime Secured to participate in the selection process for your project. Prime Secured was founded in 2001 with a commitment to deliver quality solutions, installed by certified technicians, and supported by a dedicated customer support team. With over 17 years' experience focused in physical security and infrastructure, we are able to meet the growing needs of the corporate enterprise sector. Our extensive experience makes us a premier integration partner who understands the strengths and complexities of today's physical security solutions.

Our unique approach to project implementation focuses on end to end project management, engineered design, and professional deployment. Our experienced technical support team will be there after deployment to manage your systems and be your liaison to our engineering team. The Prime Secured team understands that each customer engagement is unique and requires great attention to detail before, during, and after your project is launched.

Thank you again for your time and consideration through the initial phase of this process. We look forward to the opportunity to partner with you.



Dave Kanne  
Outside Sales Representative  
Prime Secured

## ► Statement of Work

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### Installation Materials

**Notice:** Due to industrywide supply chain shortages, some materials may have delays that could impact project schedules. Prime Secured is working with manufacturers and distributors to ensure materials are delivered in a timely manner where possible. As part of our effort, Prime Secured may also be contacting you regarding alternative materials to support your project. Thank you for your patience during these challenging times.

### Scope of Project

Prime Secured will replace the customers current Directory/Archiver server. The server currently has a Windows Server Operating system that will be at the end of life later this year.

Prime will remove the current server and install the new Genetec server in its place.

At the completion of the server swap, Prime will configure and commission the new server to match the older server configuration.

## Server Replacement

Product Description	Price	Qty	Extended Price
<b>Genetec Server</b>			
Streamvault, Configure with Security Center 5.10.x (latest minor). Applies to SVW and SV-1000 and up only.	\$0.00	1	\$0.00
IronLink R208W S4210R 64TB Enterprise STD	\$10,441.43	1	\$10,441.43
<b>Subtotal:</b>			<b>\$10,441.43</b>

*This is a confidential and proprietary document of Prime Communications, Inc. DBA Prime Secured. In receipt of this document the recipient agrees not to reproduce, copy or transmit this document or the information contained herein.*

## Genetec Directory server upgrade



**Prepared by:**  
**Prime Secured**  
Dave Kanne  
(402) 884-8473  
dkanne@primecominc.com

**Prepared for:**  
**Weeping Water Public Schools**  
204 W O St  
Weeping Water, NE 68463  
Kevin Reiman  
(402) 267-4265  
kreiman@weepingwaterps.org

**Quote Information:**  
**Quote #: 010745**  
Version: 2  
Delivery Date: 07/07/2023  
Expiration Date: 08/13/2023

### Quote Summary

Description	Amount
Server Replacement	\$10,441.43
Professional Services	\$2,710.00
<b>Total:</b>	<b>\$13,151.43</b>

Sales Tax Not Included.  
Applicable sales tax will be calculated upon invoicing.

Payment Terms: Net 30.  
Material is invoiced upon order.  
Labor will be invoiced monthly.

### Prime Secured

Signature:   
Name: Dave Kanne  
Title: Outside Sales Representative  
Date: 07/07/2023

### Weeping Water Public Schools

Signature: \_\_\_\_\_  
Name: Kevin Reiman  
Date: \_\_\_\_\_

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## ► Exclusions and Clarifications

### Sales Tax

*By Default, Prime Secured does not include sales tax on quotes unless specifically requested. Applicable sales tax will be calculated and added upon invoicing*

### Exclusions and Clarifications

#### Video

Servers to be provided and installed by Prime

- Min. 2 x 120VAC Nema 5-15R receptacles to be provided by others at installation location of each Server, max. consumption 1500 watts per receptacle
- Min. 4U of rack space to be provided by others at installation location of each Server. Servers should be installed in a 4 post rack only. If server is to be installed in a 2 post rack, Prime can provide a mounting kit for an additional cost
- Servers should be installed in a location with adequate climate control
- Coordinate installation location of all Servers with Prime representative
- UPS units are included for each server provided by Prime. If UPS power is already provided at the installation location of each server, contact your

Workstations to be provided and installed by Others

- 120VAC power to be provided by others at installation location of all Workstations, per manufacturer specifications
- Workstations to meet or exceed minimum manufacturer specifications, verify specifications with Prime Representative

Monitors to be provided and installed by Others

- 120VAC power to be provided by others at installation location of all monitors, per manufacturer specifications
- Monitor Provider is responsible for ensuring video input ports for monitors are compatible with Workstations (HDMI, Display Port, DVI, VGA, etc)

Network Switches to be provided and installed by Others

- A Network Switch must be located within 300 cabling feet of all network devices to be installed by Prime
- Verify device installation locations and final quantities with Prime representative. Minimum requirements:
  - 2 ports per Server (1 for iDrac, 1 for Security Network)
  - 1 port per Workstation
  - 1 port per Camera
  - 1 port per Network Master Controller
  - 1 port per Network Door Controller
  - 1 port per Intercom Device
  - 1 port per PBX

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## ► Exclusions and Clarifications

- 1 port per Network IO Device
- 1 port per Alarm Detection Panel
- All Network Switches shall be POE, capable of providing a minimum of 15 watts per port. Some network devices may require more than 15 watts, verify actual power consumption with Prime representative
- All Network Switches shall provide gigabit connectivity to all devices
- SFP modules are to be provided and installed by others where required

### Patch Panels and associated Jacks to be provided and installed by Others

- All Patch Panels and associated Jacks to be provided and installed by others
- Patch Panels shall be Cat5e or higher
- Patch Panels must be located within 300 cabling feet of all network devices to be installed by Prime
- Verify device locations and quantities with Prime representative

### Network Cabling to be provided and installed by Others

- All pathways, sleeves, conduit, cable tray, firestopping, network cabling, jacks, surface mount boxes, patch panels, and patch cables to be provided and installed by others
- All junction box faceplates and other accessories to be provided and installed by others. If face plates are not available at time of cable install, it will be the responsibility of the pathway vendor to install the faceplate and close the junction box
- Network cabling shall be Cat5e or higher
- Cabling runs shall not exceed 300 cable feet from patch panel to device
- All cabling shall be certified per EIA/TIA-568-B standards and guaranteed to be free of defects or faults. Any troubleshooting performed by Prime that is determined to be the fault of cabling defects will be billed to the customer at standard T&M rates
- All cabling shall be labeled with patch panel location and jack number at the device side for easy identification of termination location

## General

### IP Addresses Provided by others

- Customer must provide individual IP Addresses, or a block of IP Addresses to support the addition of all IP devices to be installed as part of this project
- Devices which require an IP address include, but are not limited to:
  - 2 IPs per Server (1 for iDrac, 1 for Security Network)
  - 1 IP per Workstation
  - 1 IP per Camera
  - 1 IP per Network Master Controller
  - 1 IP per Network Door Controller
  - 1 IP per Intercom Device
  - 1 IP per PBX
  - 1 IP per Network IO Device
  - 1 IP per Alarm Detection Panel

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## ► Exclusions and Clarifications

Network Racks to be provided and installed by Others

- All 2 and 4 post network racks to be provided and installed by others
- All cable management equipment to be provided and installed by others

Prime assumes that any existing equipment or equipment provided by others as part of this project is in good working order and is configured and installed correctly to allow the system to operate as intended. This includes but is not limited to cabling and cabling termination, network switch and router configurations, network architecture, network backbone, servers, workstations, and any other components of the network infrastructure. No labor is included in this quote to assist with configuration or troubleshooting of equipment and services provided by others. Any troubleshooting performed by Prime that is determined to be the fault of equipment or configurations provided by others will be billed to the customer at standard T&M rates

Unless otherwise stated in this Scope of Work all cyber security protections, windows updates, patches, and software maintenance to be provided and maintained by others. These services can be provided by Prime via a Service Agreement, consult your Prime sales representative for more information

Any work not explicitly included in this scope of work is implicitly excluded from the project

Prime Communications utilizes the Privileged Remote Access Management platform BeyondTrust to commission, perform training, and remotely administrate our customers' systems. A jump client will be installed on all servers. All remote sessions are audit tracked, recorded, and protected by 2FA

Unless otherwise stated in the scope of work, system commissioning performed by Prime shall consist of the following tasks. Prime will initially perform these configuration tasks, but is not responsible for ongoing maintenance of these items. If additional commissioning tasks are required by the customer, please contact your Prime sales representative. Any additional commissioning performed beyond this list will be billed at standard T&M rates

- Servers
  - Configure storage drives per best practices
  - Disable indexing on Video storage drives
  - Adjust Time Zone and Time settings
  - Enable RDP
  - Set Windows name
  - Change default Admin password and document
  - Configure Server IP Address, Subnet Mask, and Gateway and document
  - Configure automatic Daily Database backups
- Core Software
  - Apply updated GSC License file to software
  - Change default Admin password and document
  - Configure Partitions per customer needs
  - Configure Areas per customer needs
- Cameras
  - Program Camera IP Address, Subnet Mask, and Gateway and document

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## ► Exclusions and Clarifications

- Change default Camera password and document
- Upgrade Camera firmware to the latest supported by current version of software
- Confirm WDR is enabled, and video quality settings are appropriate for camera scene
- Add Camera to software
- Add Camera to proper Partition and Area
- Rename Camera per standards and with customer input
- Configure Camera streams to established Prime or Customer standards
- Enable Dynamic FPS and Dynamic GOP if supported
- Configure Motion Detection settings to established Prime or Customer standards
- Verify Cameras are streaming live video
- Verify Cameras are recording
- Screenshot approved view and or create Config Tool Thumbnail
- Link Cameras to other entities where applicable
- Users
  - Create User Groups and assign Privileges per Customer requirements
  - Prime will configure a small initial group of Genetec Administrator / Power Users. Administration of Users will be covered during the training, Prime is not responsible for adding all Genetec Users to the system or for ongoing Genetec User administration

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## ► Terms & Conditions

### Terms & Conditions - Prime Standard

#### TERMS AND CONDITIONS OF CONTRACT FOR SALE

**1. CONTRACT BETWEEN BUYER AND SELLER:** These terms and conditions of sale, together with a services agreement (if any) (which is incorporated herein by this reference) (collectively, these “Terms”), are the only terms which govern the sale of the products and/or services (collectively, the “Goods”) described herein by Prime Secured, Inc. (“Seller”) to the person or entity purchasing the Goods (“Buyer”). Buyer will be deemed to have assented to the Terms by (a) executing and delivering an acknowledgement of these Terms to Seller or (b) acceptance of any of the Goods. No additional or different specifications will be binding upon Seller unless specifically agreed to in writing. Any additional or different terms already or hereafter proposed by Buyer, whether in a purchase order or otherwise, are hereby rejected and shall not apply; failure of Seller to object to provisions contained in any purchase order or other communication from Buyer shall not be construed as a waiver of these Terms nor an acceptance of any such provisions. Any invoice, together with these Terms, comprises the entire agreement between the parties with respect to the supply of the Goods, and any contract arising therefrom shall be governed solely by the invoice and these Terms (the “Contract”), which supersede all prior or contemporaneous understandings, negotiations, representations and warranties, and communications, both written and oral. In the event of a conflict between a provision of this Contract and a provision of any other applicable document, including all SOWs, change orders, service agreements and schedules, the provision imposing the more demanding term, condition, duty or standard of performance on Buyer, or the greater limitation on the nature and type of relief or damages allowed to Buyer, shall control.

**2. DELAYS:** If either party is delayed or prevented from performing its obligations under this Contract as a result of any cause beyond its reasonable control, including, without limitation, acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, utility or communication interruptions, rejection of domain name by registration company, transportation delays, power failure, computer failure, failure of Buyer’s computer system, Seller system downtime for routine maintenance, network problems or telecommunications failure (each a “Force Majeure Event”), the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed.

**3. LIABILITY:** BUYER AGREES THAT, IN NO EVENT WILL SELLER’S LIABILITY WITH RESPECT TO ANY CLAIM UNDER THIS CONTRACT EXCEED THE FEES PAID TO SELLER BY BUYER DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT THAT GAVE RISE TO THE CLAIM. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS CONTRACT EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

**4. WARRANTY:** (a) Seller warrants, for a period of 12 months from the completion of any services provided pursuant to this Contract, that the services (i) shall be performed diligently and in a good and workmanlike manner, in accordance with the terms hereof, and (ii) shall conform to applicable specifications. As Buyer’s sole and exclusive remedy for Seller’s breach of the foregoing warranty, Seller will, in its reasonable discretion, re-perform any services Seller reasonably determines did not meet this warranty at the time the services were rendered. Seller’s obligations in relation to the warranty set out in this Section 4(a) shall be limited to such re-performance and shall be conditional upon Buyer notifying Seller in writing of any alleged defect within 10 days after its discovery. Such notice shall include an explanation of the claimed warranty defect and proof of date of performance of the services for which warranty coverage is sought.

(b) The warranty set out in Section 4(a) shall not apply to: (i) defects caused by abuse, negligence or accident, acts of nature (including lightning strikes), improper operation, or power surge/loss; (ii) equipment that has been maintained, repaired or modified by persons other than Seller or persons authorized by Seller; (iii) equipment that has been used or serviced otherwise than in conformity with Seller’s applicable specifications, manuals, bulletins or instructions; (iv) equipment that has been improperly used, stored or operated; (v) preventative maintenance, inspections or any other maintenance required to keep the system operational; or (vi) consumable items, including but not limited to printer heads, access cards and other items designed to fail in order to protect the equipment (*i.e.*, fuses and surge protectors).

(c) Warranties on products sold but not manufactured by the Seller are expressly limited to the terms of warranties of the manufacturer of such products. Seller shall use its reasonable efforts to transfer to Buyer the benefit of any warranty or guarantee given to Seller by the manufacturer of such third party products.

(d) EXCEPT AS OTHERWISE NOTED IN THIS CONTRACT OR IN THE APPLICABLE SERVICES AGREEMENT, BUYER AGREES THAT ALL GOODS PROVIDED PURSUANT TO THIS CONTRACT ARE PROVIDED ON AN “AS IS,” AND “AS AVAILABLE” BASIS. SELLER AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND PERTAINING TO THE GOODS, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER SELLER NOR ITS LICENSORS MAKES ANY WARRANTY THAT THE GOODS OR SERVICES PROVIDED HEREUNDER WILL MEET BUYER’S REQUIREMENTS, NOR DO SELLER OR ITS LICENSORS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE GOODS OR SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE GOODS OR SERVICES. TO THE EXTENT ANY JURISDICTION DOES NOT PERMIT THE EXCLUSION OF CERTAIN

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## ► Terms & Conditions

WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO BUYER.

**5. ADVICE BY SELLER:** The giving or failure to give advice or recommendation of any character by Seller shall not impose any liability upon Seller nor grant to the Buyer any license to the use of any of Seller's patents, trademarks, trade names, technology, or any other intellectual property.

**6. CREDITWORTHINESS:** All shipments to be made hereunder shall at all times be subject to the approval of Seller's Credit Department and, if the financial responsibility of Buyer is unsatisfactory, or becomes impaired, or if Buyer fails to make any payment in accordance with the terms of this Contract, then, in any such event, Seller may defer or decline to make any shipments hereunder except upon receipt of security satisfactory to Seller or cash payments in advance, or it may terminate this Contract.

**7. ASSIGNMENT:** This Contract, together with all rights, liabilities and obligations arising thereunder, may be assigned wholly or in part by Seller to any one or more of the entities affiliated with the Seller, without the necessity of prior notice to Buyer. Buyer may not assign its rights or obligations under this Contract without Seller's prior written consent, which may be withheld or conditioned at the discretion of Seller.

**8. TAXES:** The price specified herein or in any invoice does not include the amount of any present or future tax applicable to the sale, manufacture, delivery, use and/or other handling of material hereunder, and any such taxes shall be paid by the Buyer.

**9. CHANGES:** Seller assumes no responsibility for any changes in the specifications outlined in the original order, unless such changes are confirmed in writing by Buyer and accepted in writing by Seller. Any price variation resulting from such changes shall become effective immediately upon the acceptance of such changes. Seller assumes no responsibility for additional costs which result from changes made by the Buyer in shipping or production schedules, if such changes cause an increase in Seller's cost or in the time of performance of this Contract, unless such changes are confirmed in writing by the Buyer and accepted in writing by the Seller. Additional costs arising from changes which have not been accepted in writing by the Seller will be claimed against the Buyer. Such claim is to be payable upon presentation.

**10. PRICE; PAYMENT:** The price specified in this Contract or any invoice for any Goods provided hereunder may be changed by Seller upon 10 days written notice to Buyer. Seller shall furnish Buyer an invoice, which shall describe the Goods purchased and the amount due to Seller. Buyer shall pay all amounts due and owing within 30 days. Any payment that is past due to Seller by more than 30 days shall bear interest at the rate of 18% per annum or the highest rate allowed by applicable law (whichever is lower). Buyer shall reimburse Seller for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any overdue amounts.

**11. MATERIALS:** If materials or equipment which the Seller is required to furnish the Buyer hereunder become unavailable either temporarily or permanently through causes beyond the control and without the fault of the Seller, then in case of temporary unavailability, the contract time shall be extended by change order for such period of time as the Seller shall be delayed by such unavailability and, in the case of permanent unavailability, the Seller shall be excused from the requirement of furnishing such materials or equipment. The Buyer agrees to pay the Seller any increase in cost between the cost of the materials or equipment which have become permanently unavailable and the cost of the closest substitute which is then reasonably available.

**12. EQUIPMENT:** Any tools or equipment which Seller constructs or acquires specifically and solely for use on Buyer's order, shall be and remain Seller's property and in Seller's sole possession and control, and any changes made by Seller therefore shall be for the use of such equipment only. When for a term of 1 year no orders are accepted from Buyer for products to be made with such equipment, Seller may make such disposition thereof as it desires without liability to Buyer. Seller shall have no responsibility for loss or damages to such equipment or any material owned or furnished by Buyer while in Seller's possession. Tool charges designated as estimated will vary in accordance with actual cost.

**13. SITE CONDITIONS:** If, in the course of providing services or installing equipment, Seller encounters any condition that it deems to be, in its reasonable discretion, unsafe, hazardous, or otherwise impacts its ability to safely perform its obligations, including, but not limited to, the presence of hazardous materials, upon notification of such conditions by Seller, Buyer shall promptly take any action necessary to remove or remediate such condition or material. Seller may suspend services until such condition has been remediated by Buyer to the satisfaction of Seller; provided, however, that if Buyer fails to correct the condition within thirty (30) days after receipt of notice of such condition, Seller shall have the right to terminate this Contract upon notice to Buyer, without incurring any additional liability. The cost of any investigation (including consultant's fees and attorneys' fees and testing), removal, remediation, restoration and/or abatement of such conditions shall be borne solely by Buyer.

**14. INTELLECTUAL PROPERTY:** Buyer acknowledges and agrees that Seller, its licensors and manufacturers of any equipment or deliverables may own or maintain certain trademark, copyright, patent, inventions, trade secret or other intellectual property rights (the "Intellectual Property") in and to the deliverables, services, equipment or any other product or service made available to Buyer under this Contract. Buyer further acknowledges and agrees that Seller, its licensors and/or third party manufacturers own all right, title and interest in and to such Intellectual Property, and Buyer will refrain from modifying, enhancing, reverse engineering, updating, improving or otherwise commercializing such Intellectual Property, except as expressly authorized under this Contract. Seller may from time to time arrange for Buyer's purchase, lease or license of equipment or deliverables that amount to third party hardware, equipment, software, services, or other products not owned by Seller. Buyer's use of such third party equipment or deliverables is governed by the terms and conditions provided by such third party, and Buyer agrees to abide by all such terms and conditions. Seller makes no independent representations and warranties with respect to any third party equipment or deliverables, and shall have no liability arising out of or relating to Buyer's use thereof. Seller agrees to pass through to Buyer any warranties provided by a manufacturer of such third party equipment or deliverable to Buyer, if applicable. Any third party warranties are the exclusive remedies of Buyer with respect to third party equipment or deliverables. Except as expressly set forth in these terms and conditions, Buyer acknowledges and agrees that nothing in these terms and conditions shall transfer any right, title or interest in any of Seller's Intellectual Property.

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## ► Terms & Conditions

**15. POINT OF DELIVERY:** Delivery to carrier at point of shipment shall constitute delivery to Buyer and Buyer shall assume all risk for subsequent loss or damage. Title to the Goods shall transfer at such deliver point. The fact that in some instances a different "F.O.B." point may be shown on the face hereof, or that all or a part of freight charges may be prepaid, assumed, or allowed by Seller, is for Buyer's convenience only.

**16. INDEMNIFICATION:** Buyer agrees to indemnify and hold Seller and each of its respective affiliates, officers, directors, agents and employees harmless from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, amounts paid in settlement, interest, expenses and disbursements of any kind and nature whatsoever (including attorneys' fees, court costs, accountants' fees and fees of expert witnesses, which shall be paid as incurred), arising out of, resulting from, relating to, in the nature of or caused by any suit, investigation, proceeding, demand or claim by any third party (collectively, "Claims"), arising out of or related to (a) an alleged violation by Buyer of this Contract, (b) a claim of intellectual property infringement arising out of or relating to any use by Seller of items supplied by Buyer or deliverables prepared by Seller based upon specifications provided by Buyer, (c) a claim of a violation of any applicable rule, law, regulation, court order or decree or other like item while using a service or deliverable provided by Seller, regardless of whether such person has been authorized to use such services or deliverables by Buyer, (d) a material breach of any representation, warranty, or obligation made by Buyer hereunder, or by any allegation which, if true, would constitute a breach of said representation and warranty, or (e) any personal injury (including death) or property damage arising out of, resulting from, relating to, in the nature of or caused by the gross negligence or willful misconduct of Buyer, its officers, directors, agents or employees. Without limiting the generality of the foregoing, Buyer shall pay Seller all reasonable fees incurred, including attorneys' fees, for time spent by Seller in responding to third party complaints regarding Buyer's use of any service, equipment or deliverables provided by Seller.

**17. WAIVERS:** No waiver by Seller of any breach of any provision hereof shall constitute a waiver of any other breach or of such provision. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed an acceptance of such provisions or as a waiver of the provisions of this Contract.

**18. GOVERNING LAW:** This Contract shall be construed, interpreted and enforced according to the laws of the State of Nebraska, without giving effect to the conflicts of law principles thereof, and excluding the United Nations Convention on Contracts for the International Sale of Goods. To the extent applicable, each party expressly consents to the exclusive jurisdiction of the federal, state and local courts serving Douglas County, Nebraska, to govern all disputes arising out of this Contract.

**19. CANCELLATION:** This Contract is subject to cancellation by Buyer only upon Seller's accepting such cancellation in writing, and the effective date of such cancellation shall be the date of such acceptance. The date of such acceptance notwithstanding, Seller shall have the right to continue the processing of the materials or articles affected to the point at which the processing can be halted with the least inconvenience to the Seller under the circumstances. Payment of cancellation charges shall be made by Buyer upon receipt of statement of same. Cancellation charges shall not exceed the purchase price of the cancelled portion of this Contract.

**20. TIME LIMITATION ON CLAIMS:** Any course of dealing between the parties to the contrary notwithstanding, at Seller's election, any claim for breach of warranty, shortage, failure or delay in delivery or otherwise shall be deemed waived by Buyer unless presented in writing to Seller within the specified warranty period in the case of claims of breach of warranty, or within sixty (60) days from date of agreed delivery in case of other claims. Causes of action for breach of this Contract shall not be asserted after (1) year from the date said cause of action accrues, provided that this limitation shall not apply to actions by Seller to recover the purchase price of Goods sold hereunder.

**21. CONFIDENTIALITY:** Any specifications, designs, patterns, samples or other similar items or other technical, commercial or financial information relating to Seller's business (the "Information") which Buyer may obtain or which Seller may disclose to Buyer in connection with this Contract, shall be deemed to be confidential and Buyer shall not use the Information for its own purposes (other than for this Contract), nor shall Buyer disclose the Information to any person or firm except as may be specifically authorized by Seller in writing.

**NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS THAT MAY BE EMBODIED IN YOUR PURCHASE ORDER, SELLER WILL ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE WRITTEN CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS SELLER WILL ACCEPT YOUR ORDER ONLY ON THE EXPRESS CONDITION THAT YOU ASSENT TO THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT.**

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**Neels Trailer Outlet, Inc.**  
**310 South 4th Street**  
**PO Box 145**  
**Elmwood, NE 68349**  
**(402) 994-2169**

Date  
 8/4/2023

**QUOTE**  
 19001

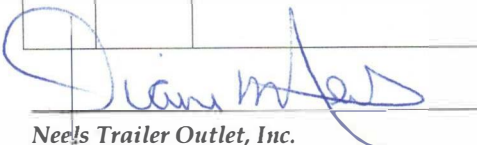
For:  
 Attn: Kevin Reiman  
 Weeping Water Public Schools

Kreiman@WeepingWaterPS.org

Phone: 402-274-8845

Bid# // PO#	Terms	Quote Valid Thru:
	Down Pymt Required	8/25/2023

Qty	Item	Description	Rate	Total
1	6'4"x...	6'4"x12 HEARTLAND Single Axle Utility Trailer  4" CHANNEL WRAPPED TONGUE (back to fenders) 3" CHANNEL CROSSMEMBERS 4ft Tall SPRING ASSISTED Ramp Gate w/ SIX Tube Steel Uprights Center Gate Support Powder Coat Finish Tie Down Points on Each Upright Recessed D.O.T. Compliant L.E.D. Lighting D.O.T. Reflective Tape Fully Sealed Modular Wiring Harness Screwed Down 2" Treated Wood Flooring Step Ahead/Behind Fenders Aluminum Rock Guard on Fender Fronts Setback Jack w/Sand Pad SPARE TIRE MOUNT 2" 8,000# Rated Coupler & Safety Chains // License Plate Bracket 3,500# Idler Axle w/EZ Lube Hubs 2 New ST205/75R15 RADIAL Tires/Silver Mod Wheels GVW 2,990#	2,420.00	2,420.00



Neels Trailer Outlet, Inc.

NOTE: This is a very unusual year with extreme market volatility our manufactures have had several surcharges without notice. This price is not guaranteed there could be further surcharges before trailer goes into production. We will call you before production if this would occur. Non-refundable deposit.

<b>Subtotal</b>	<b>\$2,420.00</b>
<b>Sales Tax (0.0%)</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$2,420.00</b>