

**RESOLUTION NO. 2022 – 4001**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING FIRE ALARM AND SPRINKLER SYSTEM INSPECTION, MAINTENANCE, AND REPAIR SERVICES FROM JOHNSON CONTROLS FIRE PROTECTION LP IN AN AMOUNT NOT TO EXCEED \$17,000 FOR FISCAL YEAR 2021-22; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Springs (the “City”) needs fire alarm and sprinkler system inspection, maintenance, and repair services (the “Services”) for its Community Center and Aquatic Center; and

**WHEREAS**, on August 9, 2017, and September 27, 2017, the City entered into an agreement with Johnson Controls Fire Protection LP (formerly known as SimplexGrinnell LP) (the “Vendor”) for the Services for the Aquatic Center and Community Center, respectively; and

**WHEREAS**, due to unanticipated repairs required for the fire alarm and sprinkler systems at the City’s Community Center and Aquatic Center, City Staff has determined that the cost of the Services for fiscal year 2021-22 will exceed \$10,000.00; and

**WHEREAS**, the City Manager recommends that the City Council waive the competitive procurement requirements of the City Code pursuant to Section 31-11(E)(6)(g) of the City Code for the Services for fiscal year 2021-22 as it is in the best interest of the City; and

**WHEREAS**, pursuant to the recommendation of the City Manager, the City Council wishes to approve the Services for the City’s Community Center and Aquatic Center from the Vendor in an amount not to exceed \$17,000, as further detailed in the Composite Invoice attached hereto as Exhibit “A,” and to waive the competitive procurement requirements of the City Code pursuant to Section 31-11(E)(6)(g) of the City Code; and

**WHEREAS**, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

**Section 2. Approval.** That the City Council hereby approves the Services, in substantially the form attached hereto as Composite Invoice "A," from the Vendor in an amount not to exceed \$17,000 for fiscal year 2021-22.

**Section 3. Waiver.** That the City Council hereby waives the competitive procurement requirements of the City Code pursuant to Section 31-11(E)(6)(g) of the City Code for the Services from the Vendor as being in the best interest of the City.

**Section 4. Authorization.** That the City Council hereby authorizes the City to purchase the Services from the Vendor and to expend budgeted funds in an amount not to exceed \$17,000.

**Section 5. Effective Date.** That this Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilman Best who moved its adoption. The motion was seconded by Councilwoman Bravo and upon being put to a vote, the vote was as follows:

Vice Mayor Dr. Walter Fajet	<u>YES</u>
Councilman Bob Best	<u>YES</u>
Councilwoman Jacky Bravo	<u>YES</u>
Councilman Dr. Victor Vazquez	<u>ABSENT</u>
Mayor Maria Puente Mitchell	<u>YES</u>

PASSED AND ADOPTED this 23<sup>rd</sup> day of May, 2022.



MARIA PUENTE MITCHELL  
MAYOR

ATTEST:



ERIKA GONZALEZ, MMC  
CITY CLERK



APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

A handwritten signature in blue ink, appearing to read "Hayden", written over a horizontal line.

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.  
CITY ATTORNEY

**EXHIBIT A**

**Johnson Controls Composite Invoice**



D-U-N-S 09-4738007  
FED. ID 58-2608861

District # 263  
10550 Commerce Pkwy  
MIRAMAR, FL 33025-3913  
954-431-3700

INVOICE NO.	INVOICE DATE	CUSTOMER PO
22891047	05-02-22	

CONTRACT #	MODIFIER
996628	Rebill-02-MAY-22

PAYMENT TERMS
NET 30

**Bill To:** 263-02030466

Miami Springs Community Center  
201 Westward Dr  
Accounts Payable  
MIAMI SPRINGS FL 33166-5259

**Ship To:** 263-01994859

Miami Springs Community Center  
1401 Westward Dr  
MIAMI SPRINGS FL 33166-5005

**Requestors Name:** Luna, Omar

CONTRACT DESCRIPTION	CONTRACT START DATE	CONTRACT END DATE
MIAMI SPRINGS COMMUNITY CENTER-1401 WESTWARD DR-FA 01994	01-MAR-22	28-FEB-23

**INVOICE NOTES:**

This is your annual invoice for service rendered as per your service agreement with SimplexGrinnell. Your agreement covers the following: Fire Alarm Test and Inspection with Full Service. The coverage is a 24/7 labor which includes Runner Services and 100% Cleaning and Sensitivity.

Total Contract Amount	-	\$4,966.83	Amount Of Current Invoice	-	\$4,966.83
			Sales Tax	-	\$0.00
			Total Amount Included	-	\$4,966.83
			Payment Received	-	\$0.00

**Total Amount Due**  **\$4,966.83**



**REMITTANCE COPY**

PLEASE TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT - WRITE INVOICE NO. ON YOUR CHECK

TOTAL AMOUNT DUE  
**\$4,966.83**

**BILL TO:** Miami Springs Community Cente  
263-02030466  
**SHIP TO:** Miami Springs Community Center  
263-01994859

**INVOICE NUMBER:** 22891047  
**INVOICE DATE:** 05-02-22  
**CUSTOMER P.O.:**

**REMIT TO:** Johnson Controls Fire Protection LP  
Dept. CH 10320  
Palatine , IL 60055-0320

2000496683122891047



District # 263  
10550 Commerce Pkwy  
MIRAMAR, FL 33025-3913  
954-431-3700

Johnson Controls Fire Protection LP

INVOICE NO.
22891047
DATE OF INVOICE
05-02-22

INVOICE CONTRACT DETAIL

Service Plan Name	Billing Start Date	Billing End Date	Ship To Address	Covered Product	Qty	Description	Amount
Fire Alarm Test & Inspect - Parts and Labor (Panel & Peripherals)	01-MAR-22	28-FEB-23	1401 Westward Dr, , MIAMI SPRINGS, FL	SYSTEM-FA-SMPLX	1	SIMPLEX 4100/4020 FIRE ALARM SYSTEM	\$4,966.83
				4100/4020	1	** IB ONLY ** CONTROL PANEL-MULTIPLEX	
				FA-CPMX	1	** IB ONLY ** ANNUNCIATOR	
				FA-ANNUN	1	** IB ONLY ** CLEAN & SENSITIVITY TEST	
				FA-SMK CL/SN	17	** IB ONLY ** DUCT SMOKE DETECTOR	
				FA-DUCT SD	14	** IB ONLY ** HEAT DETECTOR	
				FA-HEAT DET	3	** IB ONLY ** PULL STATION	
				P/S	17	** IB ONLY ** AUDIO/VISUAL SIGNAL DEVICE	
FA-AUDIO/VIS	52						



Send To LOCAL

Johnson Controls Fire Protection LP

INVOICE NO.  
22800748

INVOICE DATE  
03-01-22

CUSTOMER PO



CONTRACT #  
1001892

MODIFIER  
R01-DEC-2021

PAYMENT TERMS  
NET 30

U-N-S 09-4738007  
D. ID 58-2608861

istrict # 263  
0550 Commerce Pkwy  
IRAMAR, FL 33025-3913  
54-431-3700

**Bill To:** 263-02030466

Miami Springs Community Center  
201 Westward Dr  
Accounts Payable  
MIAMI SPRINGS, FL 33166-5259

**Ship To:** 263-01994859

Miami Springs Community Center  
1401 Westward Dr  
MIAMI SPRINGS FL 33166-5005

**Requestors Name:** Luna, Omar

CONTRACT DESCRIPTION	CONTRACT START DATE	CONTRACT END DATE
MIAMI SPRINGS COMMUNITY CENTER-1401 WESTWARD DR-MONITORI	01-APR-22	31-MAR-23

**VOICE NOTES:**

This Invoice is your Annual billing for Services rendered as per your service agreement with SimplexGrinnell starting 04/01/2010 ; 03/31/2011. Your Agreement covers the following: Fire Alarm Monitoring Service. Please note your invoices are issued one month in advance before your renewal month of your agreement.

Po #  
Acct # 001-5701-572.34-00

Total Contract Amount	-	\$1,253.43	Amount Of Current Invoice	-	\$1,253.43
			Sales Tax	-	\$0.00
			Total Amount Included	-	\$1,253.43
			Payment Received	-	\$0.00
<b>Total Amount Due</b>					<b>\$1,253.43</b>



REMITTANCE COPY

PLEASE TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT - WRITE INVOICE NO. ON YOUR CHECK

TOTAL AMOUNT DUE  
**\$1,253.43**

BILL TO: Miami Springs Community Cente  
263-02030466

INVOICE NUMBER: 22800748

SHIP TO: Miami Springs Community Center  
263-01994859

INVOICE DATE: 03-01-22

CUSTOMER P.O.:

REMIT TO: Johnson Controls Fire Protection LP  
Dept. CH 10320  
Palatine , IL 60055-0320

8000125343322800748

1922161



Send To LOCAL

Johnson Controls Fire Protection LP

D-U-N-S 09-4738007  
FED. ID 58-2608861

District # 263  
10550 Commerce Pkwy  
MIRAMAR, FL 33025-3913  
954-431-3700

Billing Questions, Contact =

INVOICE NO.  
88387834

INVOICE DATE  
12-22-21

PO NUMBER



SERVICE REQUEST #  
50891748

SERVICE REQ. CREATED  
10-05-21

NATIONAL ACCOUNT NUMBER

PAYMENT TERMS  
Due upon receipt

**Bill To:** 263-01994859

Miami Springs Community Center  
1401 Westward Dr  
MIAMI SPRINGS, FL 33166-5005

**Ship To:** 263-01994859

Miami Springs Community Center  
1401 Westward Dr  
MIAMI SPRINGS FL 33166-5005

**Service Requested By:** Patricia Bradley

**Requestors Phone Number:** 305-805-5075

P<sup>o</sup> 220026 001-5701-572.4600

Fixed Price Service Request

Scope of work for service performed on your Wet Sprinkler System is not covered by your service agreement

Description of work  
Approved Quote  
Fitter arrived onsite and conducted a five years inspection and obstruction test, conducting a five years backflow obstruction test, performed a FDC hydrostatic test, replace 3 gauges and install one FDC yard sign  
Fixed price quote of \$ 3,760.00 (Pre Test)  
Service is complete  
Thank you for your business!

Labor	\$95.00
Material	\$65.00
Other	\$3,600.00
Invoice Amount	\$3,760.00
Taxes	\$0.00
Total Invoice Amount	\$3,760.00
Payment Received	\$0.00

**Total Amount Due**  **\$3,760.00**



REMITTANCE COPY

PLEASE TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT - WRITE INVOICE NO. ON YOUR CHECK

TOTAL AMOUNT DUE  
**\$3,760.00**

BILL TO: Miami Springs Community Center  
263-01994859

INVOICE NUMBER: 88387834

SHIP TO: Miami Springs Community Center  
263-01994859

INVOICE DATE: 12-22-21

CUSTOMER P.O.:

REMIT TO: Johnson Controls Fire Protection LP  
Dept. CH 10320  
Palatine IL 60055-0320

6000376000588387834





Send To LOCAL

Johnson Controls Fire Protection LP

D-U-N-S 09-4738007  
FED. ID 58-2608861

District # 263  
10550 Commerce Pkwy  
MIRAMAR, FL 33025-3913  
954-431-3700

Billing Questions, Contact =

INVOICE NO.  
88265800

INVOICE DATE  
11-05-21

PO NUMBER



SERVICE REQUEST #  
50919894

SERVICE REQ. CREATED  
10-14-21

NATIONAL ACCOUNT NUMBER

PAYMENT TERMS  
Due upon receipt

**Bill To:** 263-01994859

Miami Springs Community Center  
1401 Westward Dr  
MIAMI SPRINGS, FL 33166-5005

**Ship To:** 263-25055796

Miami Spring Aquatic Center  
1401 Westward Dr  
MIAMI SPRINGS FL 33166-5005

**Service Requested By:**

**Requestors Phone Number:** 305-805-5078

PO# 210988  
Acct # 001-5702-572.34-00  
PO # 220338  
Acct # 001-5702-572.46-00

1,340.00

303.00

Fixed Price Service Request

Scope of work for service performed on your Wet Sprinkler System is not covered by your service agreement

Description of work  
Approved Quote  
Fitter arrived on site and replaced the pivsy tamper device on the piv north east of the building. I have tested the device and it is functioning.  
Fixed price quote of \$ 1,643.00 (pre-tax)  
Service is complete  
Thank you for your business!

Labor	\$1,368.00
Material	\$275.00
Other	\$0.00
Invoice Amount	\$1,643.00
Taxes	\$0.00
Total Invoice Amount	\$1,643.00
Payment Received	\$0.00

**Total Amount Due**  **\$1,643.00**



REMITTANCE COPY

PLEASE TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT - WRITE INVOICE NO. ON YOUR CHECK

TOTAL AMOUNT DUE  
**\$1,643.00**

BILL TO: Miami Springs Community Center  
263-01994859

SHIP TO: Miami Spring Aquatic Center  
263-25055796

INVOICE NUMBER: 88265800

INVOICE DATE: 11-05-21

CUSTOMER P.O.:

REMIT TO: Johnson Controls Fire Protection LP  
Dept. CH 10320  
Palatine IL 60055-0320

2000164300988265800



Send To LOCAL

D-U-N-S 09-4738007  
FED. ID 58-2608861

District # 263  
10550 Commerce Pkwy  
MIRAMAR, FL 33025-3913  
954-431-3700

Billing Questions, Contact =

INVOICE NO.  
88165179

INVOICE DATE  
09-30-21

Johnson Controls Fire Protection LP  
PO NUMBER

SERVICE REQUEST #  
50736030

SERVICE REQ. CREATED  
09-21-21

NATIONAL ACCOUNT NUMBER

PAYMENT TERMS  
Due upon receipt



**Bill To:** 263-01994859

Miami Springs Community Center  
1401 Westward Dr  
MIAMI SPRINGS, FL 33166-5005

**Ship To:** 263-25055796

Miami Spring Aquatic Center  
1401 Westward Dr  
MIAMI SPRINGS FL 33166-5005

**Service Requested By:**

**Requestors Phone Number:** 305-805-5078

PO # 220157

Acct # 001-5702-572.46-00

Description of work  
Upon arrival met with the supervisor to gain access to the facp and piv/backflow. I then began to test the osy on the backflow and found that the tagged osy no longer is working it is corroded and needs to be replaced. The PIV osy is also in the same condition as the back flow and should be replaced.

Labor	\$804.00
Material	
Other	\$0.00
Invoice Amount	\$804.00
Taxes	\$0.00
Total Invoice Amount	\$804.00
Payment Received	\$0.00

**Total Amount Due**  **\$804.00**



Send To LOCAL

Johnson Controls Fire Protection LP

D-U-N-S 09-4738007  
FED. ID 58-2608861

District # 263  
10550 Commerce Pkwy  
MIRAMAR, FL 33025-3913  
954-431-3700

Billing Questions, Contact =

INVOICE NO.  
88149540

INVOICE DATE  
09-27-21

PO NUMBER



SERVICE REQUEST #  
50736056

SERVICE REQ. CREATED  
09-21-21

NATIONAL ACCOUNT NUMBER

PAYMENT TERMS  
Due upon receipt

**Bill To:** 263-01994859

Miami Springs Community Center  
1401 Westward Dr  
MIAMI SPRINGS, FL 33166-5005

**Ship To:** 263-25055796

Miami Spring Aquatic Center  
1401 Westward Dr  
MIAMI SPRINGS FL 33166-5005

**Service Requested By:**

**Requestors Phone Number:** 305-805-5078

PO # 220157

Acct # 001-5702-572.46-00

Scope of work for service performed on your Wet Sprinkler System is not covered by your service agreement

Description of work  
Approved Quote  
Fitter arrived on site and perform 5 year pipe inspection(s) on (1) system. Also made replacement of all gauges. System is normal upon departure.  
Fixed price quote of \$900 (PRE-TAX)  
Service is complete  
Thank you for your business!

Labor	\$0.00
Material	\$0.00
Other	\$900.00
Invoice Amount	\$900.00
Taxes	\$0.00
Total Invoice Amount	\$900.00
Payment Received	\$0.00

**Total Amount Due**  **\$900.00**



**PMA Booking  
Checklist**

<b>Required Document</b>	<b>If attached, mark with an "X"</b>
<b>ProGen Proposal</b>	<b>X</b>
<b>SLA Overview Sheet</b>	<b>X</b>
<b>Communications Guide</b>	<b>X</b>
<b>Customers' Customer Sheet</b>	<b>X</b>

<b>Rep Name</b>	<b>Ozzie Gonzalez</b>
<b>District #</b>	<b>263</b>
<b>Customer Name</b>	<b>Miami Springs Community Center</b>





**Sales Instructions:**

- 1) Use this document as the PMA Booking COVER SHEET
- 2) Scan and email all checklist documents into Casewise



## Your service level agreement overview

REQUIRED FOR BOOKING. This document services as a cover sheet to the ProGen proposal to provide an overview of the customer's PMA terms. The customer should receive a copy for their records.

 <b>COMPREHENSIVE</b> <small>Premium priority response and customer service with both system parts and labor coverage included.</small>	 <b>PRECISION</b> <small>Increased service levels through device, system, and system labor coverage.</small>	 <b>ADVANCED</b> <small>Basic reporting, 20% system labor discount, 10% parts discount, basic operator training, smoke cleaning, sensitivity testing, and monitoring option.</small>	 <b>BASIC</b> <small>Code compliance, 10% system labor discount, and monitoring option.</small>
<ul style="list-style-type: none"> <li>• Test &amp; Inspect Code Compliance</li> <li>• Maintenance</li> <li>• System Labor Coverage</li> <li>• System Parts Coverage</li> <li>• Electronic Reporting (where available)</li> <li>• Custom Operator Training</li> <li>• Monitoring Option</li> <li>• Remote Diagnostics Option</li> <li>• Priority Response</li> </ul>	<ul style="list-style-type: none"> <li>• Test &amp; Inspect Code Compliance</li> <li>• Maintenance</li> <li>• System Labor Coverage</li> <li>• Panel Parts Coverage</li> <li>• 15% Peripherals discount</li> <li>• Electronic Reporting (where available)</li> <li>• Custom Operator Training</li> <li>• Monitoring Option</li> <li>• Remote Diagnostics Option</li> </ul>	<ul style="list-style-type: none"> <li>• Test &amp; Inspect Code Compliance</li> <li>• 20% system labor discount</li> <li>• 10% Parts discount</li> <li>• Basic Reporting</li> <li>• Basic Operator Training</li> <li>• Smoke Cleaning</li> <li>• Sensitivity Testing</li> <li>• Monitoring Option</li> </ul>	<ul style="list-style-type: none"> <li>• Test &amp; Inspect Code Compliance</li> <li>• 10% system labor discount</li> <li>• Basic Reporting</li> <li>• Monitoring Option</li> </ul>

**YOUR CUSTOMER REFERENCE NUMBER**

1922161

**CUSTOMER NAME**

Miami Springs Community Center

**BILLING TYPE**

Annual in Advance

**EFFECTIVE DATES**

10/01/2017

TO

09/30/2022

**TOTAL ANNUAL PRICE**

- Monthly       Quarterly  
 Semi-Annual       Annual

1180.00

### // Your Covered Services

PRODUCT FAMILY COVERAGE	PACKAGE SELECTED	INSPECTION FREQUENCY
Sprinkler - Backflow	Basic	Annual
Sprinkler - Wet Systems	Basic	Annual
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-

### // Service Notes

Silver Services selected

Standard terms, conditions and exclusions apply.



# Communications Guide

## // Tyco SimplexGrinnell Support Resources

<b>Sales</b>	800-746-7539 option 2	<b>Inspections</b>	800-746-7539 option 2
<b>Monitoring/Alarms</b>	800-746-7539 option 2	<b>Maintenance</b>	800-746-7539 option 2
<b>Billing</b>	800-746-7539 option 2		

## // Customer Contact Information

<b>PRIMARY CONTRACT CONTACT</b>
Name Caitlin Smith Title Aquatic Supervisor Address Line 1 1401 Westward Drive Address Line 2 Email smithc@miamisprings-fl.gov Phone Number 1 305-805-5078 Phone Number 2

<b>Inspection Contact</b>	Name Caitlin Smith Title Aquatic Supervisor Address Line 1 1401 Westward Drive	Email smithc@miamisprings-fl.gov Phone Number 1 <b>305-805-5078</b>
<b>Service Contact</b>	Name Caitlin Smith Title Aquatic Supervisor Address Line 1 1401 Westward Drive	Email smithc@miamisprings-fl.gov Phone Number 1 <b>305-805-5078</b>
<b>Accounts Payable Contact</b>	Name Caitlin Smith Title Aquatic Supervisor Address Line 1 1401 Westward Drive	Email smithc@miamisprings-fl.gov Phone Number 1 <b>305-805-5078</b>
<b>SG Portal Contact</b>	Name Caitlin Smith Title Aquatic Supervisor Address Line 1 1401 Westward Drive	Email smithc@miamisprings-fl.gov Phone Number 1 <b>305-805-5078</b>

REQUIRED FOR BOOKING. This document provides the customer with SG contact information, as well as retains the key customer contacts for PMA services. The customer should receive a copy for their records.



## Customers' Customers Matrix

Main Contact	End-User	Management	Decision Maker
Name: Caitlin Smith Phone: 305-805-5078 Email: smithc@miamispring.com Hours: m-f 9-5 Role: Aquatic Supervisor Information Needs	Name: Caitlin Smith Phone: 305-805-5078 Email: smithc@miamispring.com Hours: m-f 9-5 Role: Aquatic Supervisor Information Needs	Name: Caitlin Smith Phone: 305-805-5078 Email: smithc@miamispring.com Hours: m-f 9-5 Role: Aquatic Supervisor Information Needs	Name: Caitlin Smith Phone: 305-805-5078 Email: smithc@miamispring.com Hours: m-f 9-5 Role: Aquatic Supervisor Information Needs
Finance	Maintenance	3 <sup>rd</sup> Parties (e.g. Insurer, Other Vendors)	Other
Name: Caitlin Smith Phone: 305-805-5078 Email: smithc@miamispring.com Hours: m-f 9-5 Role: Aquatic Supervisor Information Needs	Name: Caitlin Smith Phone: 305-805-5078 Email: smithc@miamispring.com Hours: m-f 9-5 Role: Aquatic Supervisor Information Needs	Name: Phone: Email: Hours: Role: Information Needs	Name: Phone: Email: Hours: Role: Information Needs

REQUIRED FOR BOOKING. This document provides additional customer contact information including PMA influencers and decision makers. The customer should receive a copy for their records.

**Next-In-Protection<sup>SM</sup>**  
Protecting you and your business

This represents the next generation of Tyco SimplexGrinnell's service offerings. We are invested and committed to becoming more customer focused and constantly improving our products and services.



# SimplexGrinnell PMA Order Entry Form

Sales Rep #- Name	050051, OSVALDO OZZIE GONZALEZ		SOS or Lead Sale	Lead Provided By	Contract #		
ProGen Quote #	580025				Parent #		
Conversion Project			Conversion Type		Date Entered:		
Project Number					Entered By:		
Existing Customer					Order#		
Service Location	Miami Spring Aquatic Center					Legacy AR #	25055796
Address Line 1	1401 WESTWARD DRIVE					Customer #	2349422
Address Line 2						Party #	16509788
City, State, Zip	MIAMI SPRINGS	FL	33166-5005		Tax Exempt #		
Bill to Customer	Miami Springs Community Center					Legacy AR #	01994859
Address Line 1	1401 Westward Dr					Customer #	1922161
Address Line 2						Party #	11800643
City, State, Zip	MIAMI SPRINGS	FL	33166-5005		Tax Exempt #		
Contacts	Name	Title	Email Address	Tel/Fax/Cell			
Contract Signor	Caitlin Smith	Aquatic Supervisor	smithc@miamisprings-fl.gov	305-805-5078			
Inspections							
Service							
Accounts Payable							
Renewal Type	Evergreen				Purchase Order #		
Spcl. Action Reason					Billing Frequency:	Annual	
Effective Dates	Agreement Start Date	Agreement End Date		Summary Print:			
Number of Years	01-AUG-2017	31-JUL-2022		Consolidated Billing			
	5 Years			Annual Contract Value:			
				Total Contract Value:			
	Type of System		Type of Contract	Quota Credit	Annual Breakdown	Total Value	
System 1	SYSTEM-SP-WET SPRINKLER;SP-SILVER SERVICE		New	100	495	2475	
System 2	SYSTEM-SP-BACKFLOW;SP-SILVER SERVICE		New	100	685	3425	
*Note each system can have different coverage and inspection months.							
	System Coverage	Batteries	# of Inspectors	Pct Inspected	Inspection Frequency	Estimated Hrs	First Inspection
System 1	SP-SILVER SERVICE		1	100	Annual	2	Sep-2017
System 2	SP-SILVER SERVICE		1	100	Annual	5	Sep-2017
Additional Notes:	<p><b>Special Provision:</b> NOTE: WATER DAMAGE, WIRING, GROUND FAULTS, ACTS OF GOD, AND VANDALISM ARE NOT INCLUDED INTO THIS AGREEMENT.</p> <p><b>THIS ORDER IS FOR NEW AQUATIC CENTER SPRINKLER AND BACK FLOW SYSTEMS.</b></p> <p>NOTE: CUSTOMER MUST HAVE THEIR FIRE ALARM CONTRACTOR ON SITE DURING SIMPLEXGRINNELL S TESTING AND INSPECTION SERVICE AND/OR ANYTIME WORK IS BEING PERFORMED ON SPRINKLER SYSTEM, WHICH REQUIRES PLACING FIRE ALARM CONTROL PANEL ON TEST MODE. CUSTOMER IS RESPONSIBLE FOR SAID COORDINATION AND IS FINANCIALLY RESPONSIBLE FOR THEIR FIRE ALARM CONTRACTOR S SERVICES.</p> <p>Sprinkler System Deficiency Findings are not included in this Agreement. A Special Labor Rate of \$95.00 per hour will be honored, with a 3 hour minimum, should any repairs be warranted to bring Sprinkler System up to code and optimal performance. A truck charge of \$120.00 is applicable, however, may be waived upon acceptance of this Service Agreement.</p> <p>Note: Applicable Tests &amp; Inspections are generally performed within (4) four to (6) six weeks after the approval of the service agreement. Thus, your prompt approval and reply is greatly appreciated for sufficient processing time, scheduling and delivery of the mentioned Test &amp; Inspections Services. Weekend/ afterhours Test &amp; Inspections</p>						



are not included and would be subject to overtime charges, if required.

**Equipment in Good Working Order:**

Customer understands that the list of equipment herein reflects the information available from the existing records; there may have been additions or deletions over time. Customer acknowledges that all of the equipment that has been installed on the local premises predecessors is, to the best knowledge of the Customer in good working order and properly installed. Any work done on the local premises in order to put the system in proper working order will be done at an additional cost to the customer.

**Electronic Media:**

Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Tyco/SimplexGrinnell may rely upon Customer's consent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

**Ceiling Tiles, Painting:**

Ceiling Tiles, Painting, Patching. Tyco/SimplexGrinnell is not responsible for damaged ceiling tiles, painting or patching.

**Escalation Clause (Initial Term):**

Annual Service Charge Initial Term. Tyco/SimplexGrinnell agrees to honor the Annual Service Charge for Services specified in this Agreement for the Initial Term of the Agreement. Thereafter, the Annual Service Charge may be increased by the increase in the Consumer Price Index for Urban Wage Earners (CPI-W), All Items, U.S. City Average for the prior twelve (12) month period or 5%, whichever is less.

**Property Manager:**

Property Manager Authorization from Owner/Tenant. Work or Purchase Orders (Orders) will be initiated by Property Manager's on-site representative in the name of the Owner(s) or Tenant(s) and may be executed by Property Manager, Property Manager's on-site representative, or the Owner/Tenant. Property Manager will not be named in any capacity other than as property manager. Property Manager represents and warrants to Tyco/SimplexGrinnell that Property Manager and Property Manager's on-site representative have the express agency authority to bind the Owner/Tenant to the provisions of the terms and conditions of this Agreement and to the provisions of any Orders which Property Manager or Property Manager's on-site representative may sign. In addition, at Tyco/SimplexGrinnell's request, Property Manager will obtain the Owner's/Tenant's signature on, and will deliver to Tyco/SimplexGrinnell, a power of attorney or other evidence of its authority to bind Owner/Tenant in a form acceptable to Tyco/SimplexGrinnell.

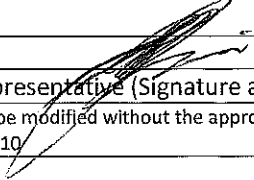

**Scope of Work:**

Scope of Work. Tyco/SimplexGrinnell will endeavor to furnish the Services and to install or cause to be installed the Equipment or System(s) specified in this Agreement, if applicable. Customer understands that there may be situations where, due to local requirements, Tyco/SimplexGrinnell will not be permitted to contract with Customer for certain specialized services such as lock-smith services. In such cases, Tyco/SimplexGrinnell will use reasonable commercial efforts to identify properly licensed subcontractors to perform the work on Customer's behalf. Failing to identify such subcontractors will not constitute breach of the Agreement on the part of Tyco/SimplexGrinnell and Customer's exclusive remedy will be to obtain a refund for any such work not performed.

**AHJ Approval:**

AHJ Approval. For fire alarm systems required by law, the System shown in this Agreement may be subject to approval by the local Authority Having Jurisdiction (AHJ). Any changes required by the AHJ may result in additional charges to the Customer.

By signing below, I certify that the information set forth on the Service Agreement Contract Entry Form is true and correct to the best of my knowledge. I acknowledge and agree that any compensation paid will be paid in accordance with

PMA Sales Representative (Signature and Date)  7/27/17	Total Service Manager (Signature and Date)  7/27/17
This form cannot be modified without the approval of SimplexGrinnell's Legal Department and shall supersede all other contract order entry forms. REV 11/2010	

**Customer:**  
Miami Springs Community Center  
**Date:** 09-AUG-17  
**Proposal #:**580025  
**Term:**01-AUG-17 to 31-JUL-22

**Billing Customer:**  
Miami Springs Community Center  
1401 Westward Dr  
MIAMI SPRINGS, FL 33166-5005

**Service Location:**  
Miami Spring Aquatic Center  
1401 WESTWARD DRIVE  
MIAMI SPRINGS, FL 33166-5005

**SimplexGrinnell**  
**Sales Representative:**  
Ozzie Gonzalez  
10550 Commerce Parkway  
MIRAMAR, FL 33025-3913  
OGonzalez@simplexgrinnell.com

## INVESTMENT SUMMARY

*(Excludes applicable Sales Tax • Service Solution Valid for 45 Days)*

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
<b>Recurring Annual Investment</b>			
Sprinkler Test & Inspect			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Annual	
Fire Department Connection	1	Annual	
Post Indicator Valve	1	Annual	
<b>Sprinkler Test &amp; Inspect Total:</b>			<b>\$495.00</b>
Sprinkler Test & Inspect			
BACKFLOW SYSTEM			
Backflow Preventer-Fire	2	Annual	
Backflow Preventer-Domestic	2	Annual	
Forward Flow Only of Backflow for Fire [per NFPA 25-2011]	2	Annual	
<b>Sprinkler Test &amp; Inspect Total:</b>			<b>\$685.00</b>
<b>Total Recurring Annual Investment:</b>			<b>\$1,180.00</b>

**SUMMARY OF SERVICES****Sprinkler Test & Inspect - BACKFLOW SYSTEM****TEST AND INSPECTION:**

Our trained technicians will perform inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)

**DOCUMENTATION:**

Accessible components and devices logged for:

- Test results
- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

In addition to the forward flow test required, For employees that are certified in backflow preventers, a back flow test meeting the requirements of the local water purveyor is to be performed annually

Annually a flow test is required at system demand [or at the max flow rate possible] to insure backflow preventer opens fully.

**Sprinkler Test & Inspect - WET SPRINKLER SYSTEM****TEST AND INSPECTION:**

Our trained technicians will perform inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)

**DOCUMENTATION:**

Accessible components and devices logged for:

- Test results
- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Annual Wet pipe sprinkler test & inspect includes inspecting gauges, systems valves, components and signs; operating control valves; testing tamper and flow switches, and local alarms and signals; opening main drain to record static and residual pressures; inspecting the fire department connection; and doing a building walkthrough to visually inspect sprinklers, piping, fittings and hangers from the floor level.

Inspecting the Fire Department Connection is required quarterly. Items checked for includes condition, operation, leakage, blockage, accessibility, and damage.

Valves to be closed and reopened annually. Check target for proper indication. After this is done a main drain test is run to insure it is fully open.

**SPECIAL PROVISIONS**

NOTE: WATER DAMAGE, WIRING, GROUND FAULTS, ACTS OF GOD, AND VANDALISM ARE NOT INCLUDED INTO THIS AGREEMENT.

NOTE: CUSTOMER MUST HAVE THEIR FIRE ALARM CONTRACTOR ON SITE DURING SIMPLEXGRINNELL'S TESTING AND INSPECTION SERVICE AND/OR ANYTIME WORK IS BEING PERFORMED ON SPRINKLER SYSTEM, WHICH REQUIRES PLACING FIRE ALARM CONTROL PANEL ON TEST MODE. CUSTOMER IS RESPONSIBLE FOR SAID COORDINATION AND IS FINANCIALLY RESPONSIBLE FOR THEIR FIRE ALARM CONTRACTOR'S SERVICES.

Sprinkler System Deficiency Findings are not included in this Agreement. A Special Labor Rate of \$95.00 per hour will be honored, with a 3 hour minimum, should any repairs be warranted to bring Sprinkler System up to code and optimal performance. A truck charge of \$120.00 is applicable, however, may be waived upon acceptance of this Service Agreement.

Note: Applicable Tests & Inspections are generally performed within (4) four to (6) six weeks after the approval of the service agreement. Thus, your prompt approval and reply is greatly appreciated for sufficient processing time, scheduling and delivery of the mentioned Test & Inspections Services. Weekend/ afterhours Test & Inspections are not included and would be subject to overtime charges, if required.

**Equipment in Good Working Order:**

Customer understands that the list of equipment herein reflects the information available from the existing records; there may have been additions or deletions over time. Customer acknowledges that all of the equipment that has been installed on the local premises predecessors is, to the best knowledge of the Customer in good working order and properly installed. Any work done on the local premises in order to put the system in proper working order will be done at an additional cost to the customer.

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**Escalation Clause (Initial Term):**

Annual Service Charge – Initial Term. Tyco/SimplexGrinnell agrees to honor the Annual Service Charge for Services specified in this Agreement for the Initial Term of the Agreement. Thereafter, the Annual Service Charge may be increased by the increase in the Consumer Price Index for Urban Wage Earners ("CPI-W"), All Items, U.S. City Average for the prior twelve (12) month period or 5%, whichever is less.

**Property Manager:**

Property Manager Authorization from Owner/Tenant. Work or Purchase Orders ("Orders") will be initiated by Property Manager's on-site representative in the name of the Owner(s) or Tenant(s) and may be executed by Property Manager, Property Manager's on-site representative, or the Owner/Tenant. Property Manager will not be named in any capacity other than as property manager. Property Manager represents and warrants to Tyco/SimplexGrinnell that Property Manager and Property Manager's on-site representative have the express

agency authority to bind the Owner/Tenant to the provisions of the terms and conditions of this Agreement and to the provisions of any Orders which Property Manager or Property Manager's on-site representative may sign. In addition, at Tyco/SimplexGrinnell's request, Property Manager will obtain the Owner's/Tenant's signature on, and will deliver to Tyco/SimplexGrinnell, a power of attorney or other evidence of its authority to bind Owner/Tenant in a form acceptable to Tyco/SimplexGrinnell.

**Scope of Work:**

Scope of Work. Tyco/SimplexGrinnell will endeavor to furnish the Services and to install or cause to be installed the Equipment or System(s) specified in this Agreement, if applicable. Customer understands that there may be situations where, due to local requirements, Tyco/SimplexGrinnell will not be permitted to contract with Customer for certain specialized services such as lock-smith services. In such cases, Tyco/SimplexGrinnell will use reasonable commercial efforts to identify properly licensed subcontractors to perform the work on Customer's behalf. Failing to identify such subcontractors will not constitute breach of the Agreement on the part of Tyco/SimplexGrinnell and Customer's exclusive remedy will be to obtain a refund for any such work not performed.

**AHJ Approval:**

AHJ Approval. For fire alarm systems required by law, the System shown in this Agreement may be subject to approval by the local Authority Having Jurisdiction (AHJ). Any changes required by the AHJ may result in additional charges to the Customer.

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by SimplexGrinnell LP ("Company") to **Miami Springs Community Center** and is effective **01-AUG-17 to 31-JUL-22** (the "Initial Term").

**PAYMENT TERM:** *Annual In Advance*

**PAYMENT AMOUNT:** **\$1,180.00** - Proposal #: 580025

**CUSTOMER ACCEPTANCE:** In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of Agreement shall be paid for by the Customer and such changes shall be authorized in writing.

**ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

**Miami Springs Community Center**

**SimplexGrinnell**

Signature: *Cait Smith*

Ozzie Gonzalez

Print Name: *Caitlin Smith*

Phone #: 786-360-9465

Title: *Aquatic Supervisor*

Fax #: 954-435-6650

Phone#: *(305) 805-5078*

License #: EF13005255  
(If Applicable)

Fax #: \_\_\_\_\_

Authorized  
Signature:

Email: *Smithc@miamisprings-fl.gov*

Print Name: *O. GONZALEZ*

PO#: \_\_\_\_\_

Title: *PSR*

Date: *08/09/17*

Date: *8.9.17*

## TERMS AND CONDITIONS

**1. Term.** The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term, each and together a "Term" of this Agreement, unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term.

**2. Payment.** Payments shall be invoiced and due in accordance with the terms and conditions set forth in this Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement.

**3. Pricing.** The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to the Customer or annually to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement. The Customer's failure to make payment when due is a material breach of this Agreement.

**4. Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

**5. Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability for Services performed on site at Customer's premises shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

**6. Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§

441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

**7. Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

**8. General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m.), Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests, e.g. working around equipment shutdowns, after hours work.

Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

**9. Customer Responsibilities.** Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- Provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- Notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- Provide a safe work environment;
- In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement.

**10. Repair Services.** Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such services apply only to the components or equipment of the



Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

**11. System Equipment.** The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**12. Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

**13. Availability and Cost of Steel, Plastics & Other Commodities.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. (i) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. (ii) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

**14. Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

**15. Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "Permit confined space," as defined by OSHA,
- Risk of infectious disease,
- Need for air monitoring, respiratory protection, or other medical risk,
- Asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

**16. Remote Service.** If Customer selects Remote Service, Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system and Customer understands that Remote Service does not provide for Company to

contact the fire department or other authorities in the event of a fire alarm. The Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.

**17. Monitoring Services.** If Customer has selected Monitoring services, the following shall apply to such services:

**A. Alarm Monitoring Service.** Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**B Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences there from that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences there from, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer.

IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

**C. Indemnity, Insurance.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**D. No modification.** Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

**E. Customer's Duties.** In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation", or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

**F. Communication Facilities.**

i. **Authorization.** Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third party service, equipment or facility be required to perform the Monitoring services set forth in this

Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring services upon notice to Customer.

ii. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

iv. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.**

**G. Verification; Runner Service.** Some jurisdictions may require alarm verification by telephone or on-site verification (Runner Service) before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

**H. Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for

which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

**18. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING.** Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. **EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.**

**19. Taxes, Fees, Fines, Licenses, and Permits.** Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

**20. Outside Charges.** Customer understands and accepts that Company specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

**21. Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**22. Waiver of Subrogation.** Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

**23. Force Majeure, Exclusions.** Company shall not be responsible for delays, interruption or failure to render services due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobedience or unrest, severe weather, fire or any other cause beyond the control of Company. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-Company installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and Company shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

**24. Delays.** Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

**25. Termination.** Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion

upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

**26. No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

**27. Default.** An Event of Default shall include 1) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, 2) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 3) abuse of the System or the Equipment, 4) failure by Customer to observe, keep or perform any term of this Agreement; 5) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 1/2% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid. 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

**28. One-Year Limitation on Actions; Choice of Law.** It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, Agreement, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

**29. Assignment.** Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

**30. Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

**31. Headings.** The headings in this Agreement are for convenience only.

**32. Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

**33. Electronic Media.** Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

**34. Legal Fees.** Company shall be entitled to recover from the Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

**35. License Information (Security System Customers):** AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act; NY Licensed by the N.Y.S. Department of the State; TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at [www.simplexgrinnell.com](http://www.simplexgrinnell.com) or contact your local SimplexGrinnell office.



**PMA Booking  
Checklist**

Required Document	If attached, mark with an "X"
ProGen Proposal	X
SLA Overview Sheet	X
Communications Guide	X
Customers' Customer Sheet	X

Rep Name	Ozzie Gonzalez
District #	263
Customer Name	Miami Springs Community Center





**Sales Instructions:**

- 1) Use this document as the PMA Booking COVER SHEET
- 2) Scan and email all checklist documents into Casewise



# Your service level agreement overview

REQUIRED FOR BOOKING. This document services as a cover sheet to the ProGen proposal to provide an overview of the customer's PMA terms. The customer should receive a copy for their records.

 <b>COMPREHENSIVE</b> <small>Premium labor response and assistance, unique with both system parts and labor coverage included</small>	 <b>PRECISION</b> <small>Increased service levels through dedicated account management, system testing and system labor coverage</small>	 <b>ADVANCED</b> <small>Cost savings through 20% system labor discount, 10% parts discount, and more</small>	 <b>BASIC</b> <small>Basic offering, compliant to the most strict industry standards</small>
<ul style="list-style-type: none"> <li>• Test &amp; Inspect Code Compliance</li> <li>• Maintenance</li> <li>• System Labor Coverage</li> <li>• System Parts Coverage</li> <li>• Electronic Reporting (where available)</li> <li>• Custom Operator Training</li> <li>• Monitoring Option</li> <li>• Remote Diagnostics Option</li> <li>• Priority Response</li> </ul>	<ul style="list-style-type: none"> <li>• Test &amp; Inspect Code Compliance</li> <li>• Maintenance</li> <li>• System Labor Coverage</li> <li>• Panel Parts Coverage</li> <li>• 15% Peripherals discount</li> <li>• Electronic Reporting (where available)</li> <li>• Custom Operator Training</li> <li>• Monitoring Option</li> <li>• Remote Diagnostics Option</li> </ul>	<ul style="list-style-type: none"> <li>• Test &amp; Inspect Code Compliance</li> <li>• 20% system labor discount</li> <li>• 10% Parts discount</li> <li>• Basic Reporting</li> <li>• Basic Operator Training</li> <li>• Smoke Cleaning</li> <li>• Sensitivity Testing</li> <li>• Monitoring Option</li> </ul>	<ul style="list-style-type: none"> <li>• Test &amp; Inspect Code Compliance</li> <li>• 10% system labor discount</li> <li>• Basic Reporting</li> <li>• Monitoring Option</li> </ul>

**YOUR CUSTOMER REFERENCE NUMBER**

1922161

**CUSTOMER NAME**

Miami Springs Community Center

**BILLING TYPE**

Annual in Advance

**EFFECTIVE DATES**

10/01/2017

TO

09/30/2022

**TOTAL ANNUAL PRICE**

- Monthly       Quarterly  
 Semi-Annual       Annual

1180.00

## // Your Covered Services

PRODUCT FAMILY COVERAGE	PACKAGE SELECTED	INSPECTION FREQUENCY
Sprinkler - Backflow	Basic	Annual
Sprinkler - Wet Systems	Basic	Annual
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-

## // Service Notes

Silver Services selected

Standard terms, conditions and exclusions apply.



## Communications Guide

### // Tyco SimplexGrinnell Support Resources

<b>Sales</b>	800-746-7539 option 2	<b>Inspections</b>	800-746-7539 option 2
<b>Monitoring/Alarms</b>	800-746-7539 option 2	<b>Maintenance</b>	800-746-7539 option 2
<b>Billing</b>	800-746-7539 option 2		

### // Customer Contact Information

PRIMARY CONTRACT CONTACT
Name Caitlin Smith Title Aquatic Supervisor Address Line 1 1401 Westward Drive Address Line 2 Email smithc@miamisprings-fl.gov Phone Number 1 305-805-5078 Phone Number 2

<b>Inspection Contact</b>	Name Caitlin Smith Title Aquatic Supervisor Address Line 1 1401 Westward Drive	Email smithc@miamisprings-fl.gov Phone Number 1 <b>305-805-5078</b>
<b>Service Contact</b>	Name Caitlin Smith Title Aquatic Supervisor Address Line 1 1401 Westward Drive	Email smithc@miamisprings-fl.gov Phone Number 1 <b>305-805-5078</b>
<b>Accounts Payable Contact</b>	Name Caitlin Smith Title Aquatic Supervisor Address Line 1 1401 Westward Drive	Email smithc@miamisprings-fl.gov Phone Number 1 <b>305-805-5078</b>
<b>SG Portal Contact</b>	Name Caitlin Smith Title Aquatic Supervisor Address Line 1 1401 Westward Drive	Email smithc@miamisprings-fl.gov Phone Number 1 <b>305-805-5078</b>

REQUIRED FOR BOOKING. This document provides the customer with SG contact information, as well as retains the key customer contacts for PMA services. The customer should receive a copy for their records.





## Customers' Customers Matrix

Main Contact	End-User	Management	Decision Maker
Name: Caitlin Smith Phone: 305-805-5078 Email: smithc@miamispring.com Hours: m-f 9-5 Role: Aquatic Supervisor Information Needs:	Name: Caitlin Smith Phone: 305-805-5078 Email: smithc@miamispring.com Hours: m-f 9-5 Role: Aquatic Supervisor Information Needs:	Name: Caitlin Smith Phone: 305-805-5078 Email: smithc@miamispring.com Hours: m-f 9-5 Role: Aquatic Supervisor Information Needs:	Name: Caitlin Smith Phone: 305-805-5078 Email: smithc@miamispring.com Hours: m-f 9-5 Role: Aquatic Supervisor Information Needs:
Finance	Maintenance	3 <sup>rd</sup> Parties (e.g. Insurer, Other Vendors)	Other
Name: Caitlin Smith Phone: 305-805-5078 Email: smithc@miamispring.com Hours: m-f 9-5 Role: Aquatic Supervisor Information Needs:	Name: Caitlin Smith Phone: 305-805-5078 Email: smithc@miamispring.com Hours: m-f 9-5 Role: Aquatic Supervisor Information Needs:	Name: Phone: Email: Hours: Role: Information Needs:	Name: Phone: Email: Hours: Role: Information Needs:

REQUIRED FOR BOOKING. This document provides additional customer contact information including PMA influencers and decision makers. The customer should receive a copy for their records.

**Next-In-Protection<sup>SM</sup>**  
Protecting you and your business

This represents the next generation of Tyco SimplexGrinnell's service offerings. We are invested and committed to becoming more customer focused and constantly improving our products and services.

# SimplexGrinnell PMA Order Entry Form

Sales Rep #- Name	050051, OSVALDO OZZIE GONZALEZ		SOS or Lead Sale	Lead Provided By	Contract #		
ProGen Quote #	580025				Parent #		
Conversion Project			Conversion Type		Date Entered:		
Project Number					Entered By:		
Existing Customer					Order#		
Service Location	Miami Springs Community Center					Legacy AR #	01994859
Address Line 1	1401 Westward Dr					Customer #	1922161
Address Line 2						Party #	11800643
City, State, Zip	MIAMI SPRINGS	FL	33166-5005		Tax Exempt #		
Bill to Customer	Miami Springs Community Center					Legacy AR #	01994859
Address Line 1	1401 Westward Dr					Customer #	1922161
Address Line 2						Party #	11800643
City, State, Zip	MIAMI SPRINGS	FL	33166-5005		Tax Exempt #		
Contacts	Name	Title	Email Address	Tel/Fax/Cell			
Contract Signor	Caitlin Smith	Aquatic Supervisor	smithc@miamisprings-fl.gov	305-805-5078			
Inspections							
Service							
Accounts Payable							
Renewal Type	Evergreen				Purchase Order #		
Spcl. Action Reason					Billing Frequency:	Annual	
	Agreement Start Date	Agreement End Date		Summary Print:			
Effective Dates	01-OCT-2017	30-SEP-2022		Consolidated Billing	No		
Number of Years	5 Years		Annual Contract Value:		1180		
			Total Contract Value:		5900		
	Type of System		Type of Contract	Quota Credit	Annual Breakdown	Total Value	
System 1	SYSTEM-SP-WET SPRINKLER;SP-SILVER SERVICE		New	100	495	2475	
System 2	SYSTEM-SP-BACKFLOW;SP-SILVER SERVICE		New	100	685	3425	
* Note each system can have different coverage and inspection months.							
	System Coverage	Batteries	# of Inspectors	Pct Inspected	Inspection Frequency	Estimated Hrs	
System 1	SP-SILVER SERVICE		1	100	Annual	2	
System 2	SP-SILVER SERVICE		1	100	Annual	5	
Additional Notes:	<p><b>Special Provision:</b> NOTE: WATER DAMAGE, WIRING, GROUND FAULTS, ACTS OF GOD, AND VANDALISM ARE NOT INCLUDED INTO THIS AGREEMENT.</p> <p>NOTE: CUSTOMER MUST HAVE THEIR FIRE ALARM CONTRACTOR ON SITE DURING SIMPLEXGRINNELL S TESTING AND INSPECTION SERVICE AND/OR ANYTIME WORK IS BEING PERFORMED ON SPRINKLER SYSTEM, WHICH REQUIRES PLACING FIRE ALARM CONTROL PANEL ON TEST MODE. CUSTOMER IS RESPONSIBLE FOR SAID COORDINATION AND IS FINANCIALLY RESPONSIBLE FOR THEIR FIRE ALARM CONTRACTOR S SERVICES.</p> <p>Sprinkler System Deficiency Findings are not included in this Agreement. A Special Labor Rate of \$95.00 per hour will be honored, with a 3 hour minimum, should any repairs be warranted to bring Sprinkler System up to code and optimal performance. A truck charge of \$120.00 is applicable, however, may be waived upon acceptance of this Service Agreement.</p> <p>Note: Applicable Tests &amp; Inspections are generally performed within (4) four to (6) six weeks after the approval of the service agreement. Thus, your prompt approval and reply is greatly appreciated for sufficient processing time, scheduling and delivery of the mentioned Test &amp; Inspections Services. Weekend/ afterhours Test &amp; Inspections are not included and would be subject to overtime charges, if required.</p>						



**Equipment in Good Working Order:**

Customer understands that the list of equipment herein reflects the information available from the existing records; there may have been additions or deletions over time. Customer acknowledges that all of the equipment that has been installed on the local premises predecessors is, to the best knowledge of the Customer in good working order and properly installed. Any work done on the local premises in order to put the system in proper working order will be done at an additional cost to the customer.

**Electronic Media:**

Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Tyco/SimplexGrinnell may rely upon Customer's consent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

**Ceiling Tiles, Painting:**

Ceiling Tiles, Painting, Patching. Tyco/SimplexGrinnell is not responsible for damaged ceiling tiles, painting or patching.

**Escalation Clause (Initial Term):**

Annual Service Charge Initial Term. Tyco/SimplexGrinnell agrees to honor the Annual Service Charge for Services specified in this Agreement for the Initial Term of the Agreement. Thereafter, the Annual Service Charge may be increased by the increase in the Consumer Price Index for Urban Wage Earners (CPI-W), All Items, U.S. City Average for the prior twelve (12) month period or 5%, whichever is less.

**Property Manager:**

Property Manager Authorization from Owner/Tenant. Work or Purchase Orders (Orders) will be initiated by Property Manager's on-site representative in the name of the Owner(s) or Tenant(s) and may be executed by Property Manager, Property Manager's on-site representative, or the Owner/Tenant. Property Manager will not be named in any capacity other than as property manager. Property Manager represents and warrants to Tyco/SimplexGrinnell that Property Manager and Property Manager's on-site representative have the express agency authority to bind the Owner/Tenant to the provisions of the terms and conditions of this Agreement and to the provisions of any Orders which Property Manager or Property Manager's on-site representative may sign. In addition, at Tyco/SimplexGrinnell's request, Property Manager will obtain the Owner's/Tenant's signature on, and will deliver to Tyco/SimplexGrinnell, a power of attorney or other evidence of its authority to bind Owner/Tenant in a form acceptable to Tyco/SimplexGrinnell.

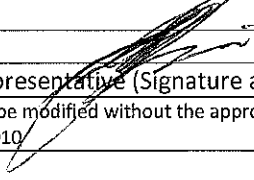

**Scope of Work:**

Scope of Work. Tyco/SimplexGrinnell will endeavor to furnish the Services and to install or cause to be installed the Equipment or System(s) specified in this Agreement, if applicable. Customer understands that there may be situations where, due to local requirements, Tyco/SimplexGrinnell will not be permitted to contract with Customer for certain specialized services such as lock-smith services. In such cases, Tyco/SimplexGrinnell will use reasonable commercial efforts to identify properly licensed subcontractors to perform the work on Customer's behalf. Failing to identify such subcontractors will not constitute breach of the Agreement on the part of Tyco/SimplexGrinnell and Customer's exclusive remedy will be to obtain a refund for any such work not performed.

**AHJ Approval:**

AHJ Approval. For fire alarm systems required by law, the System shown in this Agreement may be subject to approval by the local Authority Having Jurisdiction (AHJ). Any changes required by the AHJ may result in additional charges to the Customer.

By signing below, I certify that the information set forth on the Service Agreement Contract Entry Form is true and correct to the best of my knowledge. I acknowledge and agree that any compensation paid will be paid in accordance with SimplexGrinnell's applicable compensation plan.

 7/27/17  7/29/17  
PMA Sales Representative (Signature and Date) Total Service Manager (Signature and Date)  
This form cannot be modified without the approval of SimplexGrinnell's Legal Department and shall supersede all other contract order entry forms. REV 11/2010



# Service Solution

**Customer:**  
**Miami Springs Community Center**  
**Date: 24-JUL-17**  
**Proposal #:580025**  
**Term:01-OCT-17 to 30-SEP-22**

**Billing Customer:**  
 Miami Springs Community Center  
 1401 Westward Dr  
 MIAMI SPRINGS, FL 33166-5005

**Service Location:**  
 Miami Springs Community Center  
 1401 Westward Dr  
 MIAMI SPRINGS, FL 33166-5005

**SimplexGrinnell**  
**Sales Representative:**  
 Ozzie Gonzalez  
 10550 Commerce Parkway  
 MIRAMAR, FL 33025-3913  
 OGonzalez@simplexgrinnell.com

## INVESTMENT SUMMARY

*(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)*

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
<b>Recurring Annual Investment</b>			
Sprinkler Test & Inspect			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Annual	
Fire Department Connection	1	Annual	
Post Indicator Valve	1	Annual	
<b>Sprinkler Test &amp; Inspect Total:</b>			<b>\$495.00</b>
Sprinkler Test & Inspect			
BACKFLOW SYSTEM			
Backflow Preventer-Fire	2	Annual	
Backflow Preventer-Domestic	2	Annual	
Forward Flow Only of Backflow for Fire [per NFPA 25-2011]	2	Annual	
<b>Sprinkler Test &amp; Inspect Total:</b>			<b>\$685.00</b>
<b>Total Recurring Annual Investment:</b>			<b>\$1,180.00</b>

## SUMMARY OF SERVICES

### **Sprinkler Test & Inspect - BACKFLOW SYSTEM**

#### TEST AND INSPECTION:

Our trained technicians will perform inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)

#### DOCUMENTATION:

Accessible components and devices logged for:

- Test results
- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

In addition to the forward flow test required, For employees that are certified in backflow preventers, a back flow test meeting the requirements of the local water purveyor is to be performed annually

Annually a flow test is required at system demand [or at the max flow rate possible] to insure backflow preventer opens fully.

### **Sprinkler Test & Inspect - WET SPRINKLER SYSTEM**

#### TEST AND INSPECTION:

Our trained technicians will perform inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)

#### DOCUMENTATION:

Accessible components and devices logged for:

- Test results
- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Annual Wet pipe sprinkler test & inspect includes inspecting gauges, systems valves, components and signs; operating control valves; testing tamper and flow switches, and local alarms and signals; opening main drain to record static and residual pressures; inspecting the fire department connection; and doing a building walkthrough to visually inspect sprinklers, piping, fittings and hangers from the floor level.

Inspecting the Fire Department Connection is required quarterly. Items checked for includes condition, operation, leakage, blockage, accessibility, and damage.

Valves to be closed and reopened annually. Check target for proper indication. After this is done a main drain test is run to insure it is fully open.

**SPECIAL PROVISIONS**

NOTE: WATER DAMAGE, WIRING, GROUND FAULTS, ACTS OF GOD, AND VANDALISM ARE NOT INCLUDED INTO THIS AGREEMENT.

NOTE: CUSTOMER MUST HAVE THEIR FIRE ALARM CONTRACTOR ON SITE DURING SIMPLEXGRINNELL'S TESTING AND INSPECTION SERVICE AND/OR ANYTIME WORK IS BEING PERFORMED ON SPRINKLER SYSTEM, WHICH REQUIRES PLACING FIRE ALARM CONTROL PANEL ON TEST MODE. CUSTOMER IS RESPONSIBLE FOR SAID COORDINATION AND IS FINANCIALLY RESPONSIBLE FOR THEIR FIRE ALARM CONTRACTOR'S SERVICES.

Sprinkler System Deficiency Findings are not included in this Agreement. A Special Labor Rate of \$95.00 per hour will be honored, with a 3 hour minimum, should any repairs be warranted to bring Sprinkler System up to code and optimal performance. A truck charge of \$120.00 is applicable, however, may be waived upon acceptance of this Service Agreement.

Note: Applicable Tests & Inspections are generally performed within (4) four to (6) six weeks after the approval of the service agreement. Thus, your prompt approval and reply is greatly appreciated for sufficient processing time, scheduling and delivery of the mentioned Test & Inspections Services. Weekend/ afterhours Test & Inspections are not included and would be subject to overtime charges, if required.

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agency authority to bind the Owner/Tenant to the provisions of the terms and conditions of this Agreement and to the provisions of any Orders which Property Manager or Property Manager's on-site representative may sign. In addition, at Tyco/SimplexGrinnell's request, Property Manager will obtain the Owner's/Tenant's signature on, and will deliver to Tyco/SimplexGrinnell, a power of attorney or other evidence of its authority to bind Owner/Tenant in a form acceptable to Tyco/SimplexGrinnell.

**Scope of Work:**

Scope of Work. Tyco/SimplexGrinnell will endeavor to furnish the Services and to install or cause to be installed the Equipment or System(s) specified in this Agreement, if applicable. Customer understands that there may situations where, due to local requirements, Tyco/SimplexGrinnell will not be permitted to contract with Customer for certain specialized services such as lock-smith services. In such cases, Tyco/SimplexGrinnell will use reasonable commercial efforts to identify properly licensed subcontractors to perform the work on Customer's behalf. Failing to identify such subcontractors will not constitute breach of the Agreement on the part of Tyco/SimplexGrinnell and Customer's exclusive remedy will be to obtain a refund for any such work not performed.

**AHJ Approval:**

AHJ Approval. For fire alarm systems required by law, the System shown in this Agreement may be subject to approval by the local Authority Having Jurisdiction (AHJ). Any changes required by the AHJ may result in additional charges to the Customer.



# Service Solution

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by SimplexGrinnell LP ("Company") to **Miami Springs Community Center** and is effective 01-OCT-17 to 30-SEP-22 (the "Initial Term").

**PAYMENT TERM:** Annual In Advance

**PAYMENT AMOUNT:** \$1,180.00 - Proposal #: 580025

**CUSTOMER ACCEPTANCE:** In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of Agreement shall be paid for by the Customer and such changes shall be authorized in writing.

**ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

**Miami Springs Community Center**  
Signature: 

**SimplexGrinnell**  
Ozzie Gonzalez

Print Name: Caitlin Smith

Phone #: 786-360-9465

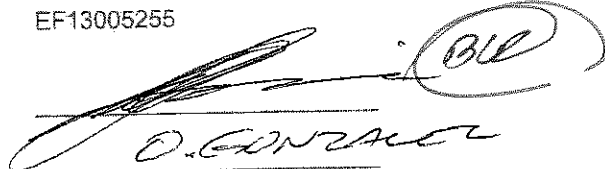
Title: Aquatic Supervisor

Fax #: 954-435-6650

Phone#: 305-805-5078

License #: EF13005255  
(If Applicable)

Fax #: \_\_\_\_\_

Authorized  
Signature: 

Email: smithc@miamispringsfl.gov

Print Name: O. GONZALEZ

PO#: \_\_\_\_\_

Title: PSR

Date: 7/27/17

Date: 7/27/17

## TERMS AND CONDITIONS

**1. Term.** The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term, each and together a "Term" of this Agreement, unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term.

**2. Payment.** Payments shall be invoiced and due in accordance with the terms and conditions set forth in this Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement.

**3. Pricing.** The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to the Customer or annually to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement. The Customer's failure to make payment when due is a material breach of this Agreement.

**4. Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

**5. Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability for Services performed on site at Customer's premises shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

**6. Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§

441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

**7. Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

**8. General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m.), Monday through Friday, excluding Company holidays, as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests, e.g. working around equipment shutdowns, after hours work.

Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

**9. Customer Responsibilities.** Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- Provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- Notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- Provide a safe work environment;
- In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement.

**10. Repair Services.** Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such services apply only to the components or equipment of the



Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

**11. System Equipment.** The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**12. Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

**13. Availability and Cost of Steel, Plastics & Other Commodities.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. (i) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. (ii) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

**14. Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

**15. Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "Permit confined space," as defined by OSHA,
- Risk of infectious disease,
- Need for air monitoring, respiratory protection, or other medical risk,
- Asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

**16. Remote Service.** If Customer selects Remote Service, Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the internet, Remote Service does not constitute monitoring of the system and Customer understands that Remote Service does not provide for Company to

contact the fire department or other authorities in the event of a fire alarm. The Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.

**17. Monitoring Services.** If Customer has selected Monitoring services, the following shall apply to such services:

**A. Alarm Monitoring Service.** Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**B Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences there from that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences there from, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer.

**IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.**

**C. Indemnity, Insurance.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**D. No modification.** Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

**E. Customer's Duties.** In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation", or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

**F. Communication Facilities.**

**i. Authorization.** Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third party service, equipment or facility be required to perform the Monitoring services set forth in this

Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring services upon notice to Customer.

**ii. Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

**iii. Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

**iv. CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.**

**G. Verification; Runner Service.** Some jurisdictions may require alarm verification by telephone or on-site verification (Runner Service) before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

**H. Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for

which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

**18. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING.** Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.

**19. Taxes, Fees, Fines, Licenses, and Permits.** Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

**20. Outside Charges.** Customer understands and accepts that Company specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

**21. Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**22. Waiver of Subrogation.** Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

**23. Force Majeure, Exclusions.** Company shall not be responsible for delays, interruption or failure to render services due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobedience or unrest, severe weather, fire or any other cause beyond the control of Company. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-Company installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and Company shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

**24. Delays.** Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

**25. Termination.** Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion

upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

**26. No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

**27. Default.** An Event of Default shall include 1) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, 2) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 3) abuse of the System or the Equipment, 4) failure by Customer to observe, keep or perform any term of this Agreement; 5) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 1/2% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid, 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

**28. One-Year Limitation on Actions; Choice of Law.** It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, Agreement, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

**29. Assignment.** Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

**30. Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

**31. Headings.** The headings in this Agreement are for convenience only.

**32. Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

**33. Electronic Media.** Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

**34. Legal Fees.** Company shall be entitled to recover from the Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

**35. License Information (Security System Customers):** AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act; NY Licensed by the N.Y.S. Department of the State; TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at [www.simplexgrinnell.com](http://www.simplexgrinnell.com) or contact your local SimplexGrinnell office.