

2830 Scherer Dr. Ste 300
St. Petersburg, FL 33716
Fax: 727.209.5126



CRITICAL SYSTEM SOLUTIONS, LLC
FIRE ALARM+ SPRINKLER + ACCESS CONTROL + SECURITY + CCTV + MONITORING

Sarasota: 941.225.7871
St. Pete: 727.209.5122
Tampa: 813.341.5102



EF20000427

WWW.CRITICALSYSTEMSOLUTIONS.COM

FPC17-000081

Date Submitted: 11/5/2018 **TEST & INSPECTION AGREEMENT** Sales No: MM188481-1

Owner/Mgmt: Harbour Hill Condominium
Attn: Lou Santoro Title: Bldg. Committee
eMail: ls@keg-engineering.com
Phone: 727-434-9101 Fax: _____
Street: 700 Beach Drive NE
City/ST: St. Petersburg, FL. Zip: 33701

Job Location: Harbour Hill Condominium
Attn: Lou Santoro Title: Bldg. Committee
eMail: ls@keg-engineering.com
Phone: 727-434-9101 Fax: _____
Street: 700 Beach Drive NE
City/ST: St. Petersburg, FL. Zip: 33701

The system and services are described as follows:

| | | | | | |
|----------------------|-------------------|------------|---------------------|--------------------------------|--------------|
| 2 Fire Alarm Panel/s | 5 Smoke Detectors | 0 Horns | 61 Horn/Strobes | 32 Pull Stations | 1 Elevator/s |
| 1 Communicator/s | 32 Heat Detectors | 0 Speakers | 113 Signalink ISD's | 37 Relay Modules | 2 FCPS/s |
| 1 Annunciator/s | 0 Duct Detectors | 12 Strobes | 0 Emergency Lights | 0 Door Holders | 0 Bells |
| 1 Fire Pump/s | 2 Standpipes | 1 FDC/s | 0 Tamper Switch/s | 43 Portable Fire Extinguishers | |
| 0 Hydrant/s | 1 Back Flow/s | 0 PIV/s | 0 Flow Switch/s | 0 Ansul/Hood Bottles | |

Inside Living Units to be Tested (mark appropriately): ☐ ALARM & SPRINKLER ☐ ALARM ONLY ☐ SPRINKLER ONLY ☒ N/A

TYPE AND SCOPE OF SERVICES OFFERED (INITIAL OPTIONS SELECTED):

| | | TEST DUE | ANNUAL PRICE |
|----------------------------|---|----------------------|----------------------|
| <div>LS Initials</div> | A. FIRE ALARM: ANNUAL FULL TEST & INSPECTION. <ul style="list-style-type: none">Performed in accordance with NFPA 72 per Florida Fire Prevention Code.Includes communicator test and cleaning all smokes with pressurized air. (Excludes duct detectors, ref. line P.)Company provides ONE TECHNICIAN who will perform the test in "walk mode" when unassisted.Cost to provide a second technician during this test/inspection: Client authorization required (initials) ----- | Jan-2019 | \$545.00 |
| <div>LS Initials</div> | B. FIRE ALARM: ANNUAL VISUAL TEST & INSPECTION. <ul style="list-style-type: none">Performed six months after full test in accordance with NFPA 72, Table 14.3.1Includes all common area fire alarm devices and communicator or control test, as appropriate. | Jul-2019 | \$175.00 |
| <div> Initials</div> | C. FIRE ALARM: QUARTERLY COMMUNICATOR AND/OR CONTROL TEST. <ul style="list-style-type: none">Performed in accordance with NFPA 72, Table 14.4.5Communicator is tested on monitored systems. Non-monitored systems are control tested. | Apr-2019 Oct-2019 | \$150.00 \$150.00 |
| <div>LS Initials</div> | D. FIRE ALARM: CALIBRATION REPORT/SENSITIVITY TEST OF SYSTEM SMOKES. <ul style="list-style-type: none">Performed in accordance with NFPA 72, paragraphs 14.4.5.3.1 – 14.4.5.3.7This will comprise a <input type="checkbox"/> PRINT OUT or <input checked="" type="checkbox"/> MANUAL CALIBRATION (mark appropriately) | Jan-2019 | \$21.00 |
| <div> Initials</div> | E. FIRE SPRINKLERS: ANNUAL TEST & INSPECTION. <ul style="list-style-type: none">Performed in accordance with NFPA 25.Includes operational test of all standpipe and sprinkler system components including all sectional and/or system control valves, supervisory alarms, local and/or mechanical alarms. (Excludes testing pressure reducing valves)Includes performance of a water flow inspection test through the inspectors test connection.Includes performance of a main drain inspection test through the main drain connection.Includes visual inspection of all sprinkler system components including piping, hangars, sprinkler heads, and local fire department connection/s | | N/A |
| <div>LS Initials</div> | F. FIRE STANDPIPES: ANNUAL TEST & INSPECTION. <ul style="list-style-type: none">Performed in accordance with NFPA 25.Includes operational test of all standpipe system components including all sectional and/or system control valves, supervisory alarms, local and/or mechanical alarms. (Excludes testing pressure reducing valves)Includes visual inspection of all standpipe system components including piping, hangars, hose valves, and local fire department connection/s. | Jan-2019 | \$369.00 |
| <div>LS Initials</div> | G. FIRE PUMP: ANNUAL TEST & INSPECTION. <ul style="list-style-type: none">Performed in accordance with NFPA 20 & 25.Includes operational test of all fire pump system components including all control valves, jockey pump, controller, fire pump controller, pressure relief valve, and all supervisory alarms. (Excludes testing pressure reducing valves)Includes performance of annual fire pump flow test through listed fire pump connections.Includes visual inspection of all fire pump system components including hydraulic lines, electrical system components, controller, motor, pump house ventilation, electrical connections, and all mechanical fittings. | Jan-2019 | \$360.00 |

| | | | |
|--------------------------|---|----------|-------------------|
| <input type="checkbox"/> | H. FIRE SPRINKLERS: SEMI-ANNUAL TEST & INSPECTION. | | N/A |
| Initials | <ul style="list-style-type: none"> Performed in accordance with NFPA 25. Includes operational test of all sprinkler system supervisory and alarm components. Includes main drain test and visual inspection of local fire department connection/s | | |
| <input type="checkbox"/> | I. FIRE SPRINKLERS: QUARTERLY TEST & INSPECTION. | | N/A |
| Initials | <ul style="list-style-type: none"> Performed in accordance with NFPA 25. Includes main drain test and visual inspection of all sprinkler system supervisory devices, alarm devices, and local fire department connection/s | | |
| <input type="checkbox"/> | J. FIRE STANDPIPES / SPRINKLERS: FIVE-YEAR TEST & INSPECTION. (SEE NOTES) | Unknown | Quoted Separately |
| Initials | <ul style="list-style-type: none"> Performed in accordance with NFPA 25. Includes internal obstruction inspection of the system valves, risers, cross mains, and branch lines. Includes replacement of all wet pipe system gauges. | | |
| <input type="checkbox"/> | K. BACKFLOW PREVENTER/S: ANNUAL TEST & INSPECTION. | Jan-2019 | \$50.00 |
| Initials | <ul style="list-style-type: none"> Performed in accordance with NFPA 25 and all AWWA requirements. | | |
| <input type="checkbox"/> | L. FIRE HYDRANT/S: ANNUAL TEST & INSPECTION. | | Not Quoted |
| Initials | <ul style="list-style-type: none"> Performed in accordance with NFPA 25 & 291. Includes flow test through 2.5" listed hose valve connection. Includes visual inspection of all fire hydrant components including hydrant assembly, bonnet, valve and valve stem, hose caps, and hose threads. | | |
| <input type="checkbox"/> | M. PORTABLE FIRE EXTINGUISHERS: ANNUAL TEST & INSPECTION. | Sep-2018 | \$215.00 |
| Initials | <ul style="list-style-type: none"> Performed by a licensed sub-contractor in accordance with NFPA 10. Invoiced separately from this agreement at the rate of \$5/extinguisher + repairs/recharges + \$35 trip charge. | | |
| <input type="checkbox"/> | N. ANSUL HOOD/S: SEMI-ANNUAL TEST & INSPECTION. | | Not Quoted |
| Initials | <ul style="list-style-type: none"> Performed by a licensed sub-contractor in accordance with NFPA 12 and/or NFPA 12A. | | |
| <input type="checkbox"/> | O. HOOD/S: CLEANING. | | Not Quoted |
| Initials | <ul style="list-style-type: none"> Performed by a licensed sub-contractor. Fill in hood details and cleaning frequency below: | | |
| <input type="checkbox"/> | P. BIENNIAL DUCT DETECTOR CLEANING, FLOW TEST & MANUAL CALIBRATION. | | Not Quoted |
| Initials | <ul style="list-style-type: none"> Performed in accordance with NFPA 72 per Florida Fire Prevention Code. Presumes that duct detectors are accessible with standard 6' A-frame ladder. Client agrees to provide any special equipment necessary to access duct detectors, e.g. lifts, extension ladders, etc. This service/inspection will be performed every other year in conjunction with the annual fire alarm test/inspection. | | |
| <input type="checkbox"/> | Q. ANNUAL EMERGENCY LIGHT TEST & INSPECTION. | | Not Quoted |
| Initials | <ul style="list-style-type: none"> Performed in accordance with NFPA 101 per Florida Fire Prevention Code. This test will be conducted in conjunction with the annual fire alarm test (ref. Item A.) This test does not negate the Customers responsibility to perform and document 30 second monthly functional tests. | | |
| <input type="checkbox"/> | R. BAR CODED DEVICE INVENTORY SYSTEM WITH ONLINE DOCUMENT REPOSITORY SERVICES. | | Not Quoted |
| Initials | <ul style="list-style-type: none"> Includes Joint Commission & ACHA compliant reports which are available 24/7 via private online customer portal. Online document repository will contain copies of all completed tests/inspections as well as service/work orders. Includes unique barcode label on all existing fire alarm devices as well as any new devices installed during this agreement term. | | |
| <input type="checkbox"/> | S. INTENTIONALLY BLANK | | N/A |
| Initials | <ul style="list-style-type: none"> Intentionally blank Intentionally blank | | |

TOTAL ANNUAL AGREEMENT WITH OPTIONS CHOSEN* (Total all initialed options)

*plus appropriate taxes

{Monitoring Services Provided Under Separate Agreement}

The test and inspection rates specified in line items A. through S. above are guaranteed for the term of this agreement. However, service rates are subject to change. Customer will be notified at least 30 days prior to effective date of any service rate changes.

SERVICE RATES IN EFFECT AT THE TIME OF THIS AGREEMENT ARE AS FOLLOWS:

| | | |
|-------------------------------------|--|--------------------------|
| Normal Rates | (Monday - Friday, 8:00am - 4:30pm)* | \$98.00/man-hour |
| Emergency / After Hour Rates | (Monday - Friday, 4:30pm - 8:00am) | \$147.00/man-hour |
| Weekend & Holiday Rates | (Saturday, Sunday, and Holidays) | \$196.00/man-hour |

* Service calls received after 3:30pm are subject to after-hour rates.

- A two-hour minimum labor charge and a \$35.00 truck charge will apply to all service calls.
- Service hours after the initial two-hour minimum will be charged in half-hour increments.
- Service rates do not include parts.
- Travel time to service location is billable.
- Normal response time is four business hours. Emergency rates apply for two hour response.
- Fire suppression system services are performed by a licensed sub-contractor.
- All service pricing is subject to Florida sales tax if any materials are used in conjunction with labor/services rendered.

TERMS & CONDITIONS:

1. Required Approval: This Contract shall not be binding upon Company until signed by an authorized manager of the Company. In the event this Contract is not authorized, Company's liability shall be limited to refunding Customer the amount paid, if any, upon signing this Contract. The Company is not bound by any provisions, printed or otherwise, at variance with this Contract that may appear on any acknowledgement, purchase order or other form used by the Customer, such provisions being expressly rejected.

2. Warranty:

A. All work shall be completed in a workmanlike manner according to standard industry practices. Materials and labor are warranted for one (1) year from date of installation or for the term of the selected Extended Service Plan if Customer elects to participate in such plan.

B. All Warranty obligations exclude pre-existing components, batteries, acts of God, water intrusion, fire, theft, vandalism, misuse, abuse, Customer negligence and/or corrosion due to elemental exposure. All warranties are void if (1) any party not authorized by Company performs work on any item installed by Company and/or if (2) Customer defaults as outlined in paragraph 5.

3. Company Services:

A. Compliance. All testing and inspections shall comply with Florida Administrative Code Sec. 69A-60 and NFPA codes 72, 25, 10, 14, and 96. Company services include all necessary documentation, i.e. device logs, deficiency list, NFPA docs, and panel tags. Additional fees apply if Customer requires primary non-contributory insurance clause, additional insured, or waiver of subrogation endorsement. The reports and recommendations by the Company are only advisory in nature and are intended to assist the 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 inspected systems, equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the systems and equipment and components lies with the Customer.

B. Hours of Service. All tests and inspections under this Contract shall be performed between 8:00 a.m. and 4:30 p.m. on normal business days, except in the case of emergency. Service calls received after 3:30 p.m. are subject to after-hour rates.

C. Equipment Serviceability. When, in Company's judgment, equipment cannot be maintained under this Contract, Company will, at its sole option, either withdraw from this Contract, or submit a cost estimate for new equipment. Charges for new equipment will be in addition to inspection charges. The Customer may terminate this Contract if Customer does not wish to authorize such work. In such event, charges for a partial month's service shall be pro-rated on the basis of a thirty day month. Customer acknowledges that Company's sole obligation is to perform the services specified herein and Company is not obligated to ensure the operation of the system or to maintain or service Customer's property or property of others to which the system is connected. This Contract expressly excludes, without limitation, reloading of, upgrading, and maintaining computer software, making repairs or replacements necessitated by reason of negligence or misuse of components or equipment by others, or repairs or replacements necessitated by corrosion, lightning, electrical storm, or other violent weather, fire, acts of God, or by any other cause beyond the Company's control. This Contract does not cover system upgrades or the replacement of obsolete systems, equipment, components or parts.

D. Billing Cycle. Company shall bill recurring services on a quarterly basis unless Customer requests otherwise in writing. Company reserves the right to deny and/or withdraw credit and bill Customer at time of service without notice. All invoices shall be due within thirty (30) days of the date of the invoice.

4. Customer Responsibilities:

A. Customer agrees to furnish, at Customer's expense, all 110 volt AC power, electrical outlets, receptacles, and telephone hook-ups as deemed necessary by Company for inspections of the equipment.

B. Customer is required to visually inspect system components periodically and, if a problem is discovered, notify Company immediately. The Company's obligation is to alert Customer of any issue with the system that requires correction of which the company has actual knowledge. Customer has full responsibility for taking such actions as required to resolve the reported issue.

C. Customer must inform Company, in writing, of any change in the fire rating by any bureau or agency.

5. Default:

A. Event of Default. Customer shall be in default of this Contract if Customer fails to timely pay any charges, cancels this Contract without cause before the end of its term, or fails to perform any other obligations under this Contract.

B. Company's Remedy Upon Default.

1. Terminate Contract. If Customer defaults, Company may terminate this Contract after ten (10) days written notice of default if Customer has not cleared

the default by that date.

2. Damages. If Customer defaults, Customer shall pay Company any money due for any product or services provided prior to default. Additionally, Customer shall pay an amount equal to 60% of the remaining Contract fees, plus any other actual damages to which Company may be entitled under applicable law.

3. Costs. In the event legal action is required to enforce the terms and provisions of this Contract, the prevailing Party shall be entitled to recover the costs of such action so incurred, including, without limitation, reasonable attorneys' fees, arbitration fees, prejudgment interest, and any other reasonable and related expenses of collection.

6. Changes: Any alteration or deviation from the specified work involving extra costs, will be executed only upon written orders, and will become an extra charge. The cost of any changes to the scope of work described herein made at the request of or made necessary or required by Customer's action, or which may be required by any governmental agency or insurance interest or inspection and rating bureaus are to be borne solely by Customer. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS CHOSEN THE INSPECTIONS TO BE PROVIDED AND ACKNOWLEDGES THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY AT AN ADDITIONAL COST TO CUSTOMER. All risk of loss or damage to the system shall be borne exclusively by Customer.

7. Renewal: This Contract shall renew annually after the initial Contract duration with no further notice. This Contract may be cancelled without penalty with a 30 day written notice from either party after the initial and any renewal Contract terms expire. All interim service calls and repairs will be billed on a time and materials basis at the Company's current rate schedule, unless otherwise stated herein. Customer is responsible for canceling all other similar service vendor contracts.

8. Fee Increases: The rates set forth in this Contract do not include taxes. Company shall have the right, at any time during the term of this Contract, to increase the service charges to reflect any additional taxes, fees or charges relating to the services provided under this Contract which may be imposed on Company by any utility or government agency and Customer agrees to pay the same. After one (1) year, rates are also subject to adjustment starting with billing for the second calendar quarter of each year to a rate reflecting the annual percentage increase in the official U.S. Government Cost of Living Index to the nearest even dollar amount. Company reserves the right to institute a \$20.00 fuel charge for all services should fuel costs increase to \$3.50 per gallon or above.

9. Monitoring: This Contract is NOT an agreement for Company to monitor Customer's system(s).

10. External Services: Any fines levied by a municipality or government agency regarding false alarms shall be the sole responsibility of the Customer.

11. COMPANY'S LIMITS OF LIABILITY:

A. Limitation of Damages. IT IS UNDERSTOOD AND AGREED THAT THE COMPANY IS NOT AN INSURER AND THAT INSURANCE, IF ANY, COVERING INJURY AND PROPERTY LOSS OR DAMAGE ON CUSTOMER'S PREMISES SHALL BE OBTAINED BY THE CUSTOMER. The payments under this Contract are based solely upon the value of the services provided and it is not the intention of the parties that the Company assume responsibility for any loss or damage sustained through burglary, theft, robbery, fire, or other cause, or that there exists or shall exist any liability on the part of the Company by virtue of this Contract. Notwithstanding these provisions, if there should arise any liability on the part of Company, such liability is and shall be limited to a sum equal to the service charge for a period of six (6) months or \$500.00 whichever is less, which sum is liquidated damages and not a penalty. In the event that Customer wishes Company to assume greater liability, Customer may obtain from Company a higher limit by paying an additional amount proportioned to the responsibility and a rider shall be attached to this Contract, setting forth the additional liability of Company and the additional charges. However, any such additional obligation does not make Company an insurer.

B. Interruption of Service. The Company shall not be liable for any damage or loss sustained by Customer as a result of any delay in service or installation of equipment, equipment failure, or interruption of service due to electric failures, strikes, war, acts of God, or other causes.

C. Disclaimer of Warranties. Company does not represent or warrant that inspected systems may not be compromised or circumvented; or that the systems will prevent any loss by burglary, hold-up, fire or otherwise; or that the systems will in all cases provide the protection for which it is installed or intended. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE 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 TO THE FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW.

TERMS & CONDITIONS: (Continued)

Customer assumes all risk of loss or damage to Customer's premises or the contents thereof; and that Customer has read and understands this entire Contract, particularly paragraph eleven (11) which sets forth Company's maximum liability in the event of any loss or damage to Customer or anyone else.

12. Third Party Indemnification: In the event any person, not a party to this Contract, shall make any claim or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Contract, Customer agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs, and attorney's fees. The parties agree that except for the Company's subcontractors there are no third party beneficiaries of this Contract. Customer, for itself and any of its insurance carriers waives any right of subrogation Customer's insurance carriers may have against the Company or any of its subcontractors. Customer acknowledges that this Contract, and particularly those paragraphs relating to disclaimer of warranties, liquidated damages and third party indemnification, inure to the benefit of, and are applicable to any subcontractors employed by Company to provide monitoring, maintenance, installation or service of the system(s) and they bind Customer to said subcontractors with the same force and effect as they bind Customer to Company.

13. Assignment: Company shall have the right to assign this Contract and shall have the further right to subcontract any services which it may be obligated to perform. Company shall inform Customer when services are subcontracted and shall maintain current proof of subcontractor's state license, general insurance, and workers compensation coverage.

ADDITIONAL CONSIDERATIONS:

- Customer shall provide uninterrupted access to all areas necessary for Company to perform services specified in this Contract. Any hindrance of Company technicians will result in additional labor charges.
- Contract price excludes parts, recharges, cartridges, fusible links, repairs, hydro tests, fuel charges, and appropriate taxes.
- Company reserves the right to require client assistance or charge for the use of a second technician if system type or size precludes one technician from effectively performing the contracted tests/inspections unassisted.
- The functional test of all water flow and tamper switches is included in the annual sprinkler test/inspection. The fire alarm test/inspection is limited to performing a visual inspection of the switches and ensuring the supervision modules are communicating with the fire alarm panel. The fire alarm test/inspections do not include any components encompassed by the Sprinkler, Fire Pump, and/or Standpipe inspections or testing.
- The sprinkler system inspections will not include every sprinkler head, pipe or other parts of the fire protection system that currently exist and is limited to a visual inspection of external readily visible parts of the system. Therefore by conducting its inspection under this Contract, the Company does not guarantee or warrant the condition or operation of every pipe, sprinkler head or other part of the fire protection system on the property.
- Portable fire extinguisher and hood suppression system bottles require periodic hydro-testing and 6-year maintenance. By selecting the option for annual inspection of these bottles, Customer authorizes Company to contract on its behalf for performance of the necessary service on bottles and hoods as needed to ensure code compliance.
- Testing of initiating devices (i.e. smoke and/or heat detectors) in elevator shafts is contingent upon Customer having elevator key.
- Pricing does not include increased device counts due to new construction, build outs, retrofits or other modifications to the buildings listed above. In the event that device quantities prove to be incorrect upon performance of work, Company reserves the right to modify Contract prices appropriately.
- Access will be required to test/inspect fire alarm devices and/or sprinklers inside living units (as applicable). In that event, client must provide an escort for company technicians at all times while inside private living units. Additional labor fees may apply if access is hindered or delayed.
- Unless the Company performed the work, it has no knowledge as to whether the existing protection systems were originally designed and installed in such a way that the systems will perform as originally intended or are suitable for the intended purposes. By way of example and not by limitation, the Company does not, and cannot, warrant that the property has been or may be used in ways such that the configuration of partition walls, the location of any type of materials (including the presence of hazardous materials) and other conditions of the property's use are such that the protection system is adequate, sufficient, or suitable for the property.
- CSS is unable to accept any cash payments. Credit and debit card transactions are limited to \$500.00 per individual work order, proposal or invoice.
- CSS may consolidate and/or accelerate any test/inspection schedule provided it remains within the acceptable parameters established by the NFPA.

• Additional Considerations Added Manually:

Firelink Sounders will be remote tested from panel for functional verification. *Same Terms & Conditions from JW131114-4*

ANNUAL TOTAL:**LENGTH OF AGREEMENT: 5 (FIVE) YEAR/S**

Company guarantees all work and material to be as specified herein.

CSS Acct Rep: Melissa Morlan
(CSS Account Representative)

CSS Officer: David Kirk
(President/General Manager)

Date: 11/5/2018

THIS IS A BINDING CONTRACT. The person executing this Contract represents and warrants that he/she has full authority to enter into this Contract on behalf of the Customer. The undersigned hereby authorizes CSS to perform the work specified herein and acknowledges reading, understanding, and accepting all the prices, specifications, terms and conditions set forth in this Contract, including any addendums for multiple buildings or locations which are incorporated herein and by reference made a part hereof for the specified period of time commencing on the date signed by Subscriber.

Customer Name: Harbour Hill Condominium

Signature: Jim Leonard

Date: 11/8/2018

2830 Scherer Dr. Ste 300
St. Petersburg, FL 33716
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EF20000427

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FPC17-000081

Date Submitted: 11/5/2018 **MONITORING AGREEMENT** Sales No: MM188481-2

Owner/Mgmt: Harbour Hill Condominium
Attn: Lou Santoro Title: Bldg. Committee
eMail: ls@keg-engineering.com
Phone: 727-434-9101 Fax: _____
Street: 700 Beach Drive NE
City/ST: St. Petersburg, FL. Zip: 33701

Job Location: Harbour Hill Condominium
Attn: Lou Santoro Title: Bldg. Committee
eMail: ls@keg-engineering.com
Phone: 727-434-9101 Fax: _____
Street: 700 Beach Drive NE
City/ST: St. Petersburg, FL. Zip: 33701

DESCRIPTION: Provide alarm monitoring services for systems selected below. ***ALL FEES SUBJECT TO SALES TAX***

| | | | |
|--|---|-------------------------------------|--|
| <input checked="" type="checkbox"/> LS FIRE ALARM SYSTEM MONITORING (select appropriate communication method & term below) | | | |
| (initial) | <input type="checkbox"/> RF Transceiver ¹ | One-time setup and programming fee: | <u>\$990.00</u> Annual Monitoring Fee: <u>\$540.00</u> |
| | <input type="checkbox"/> RF Transceiver ¹ | One-time setup and programming fee: | <u>\$0.00</u> Annual Monitoring Fee: <u>\$1,020.00</u> |
| | <input checked="" type="checkbox"/> DACT ² | One-time setup and programming fee: | <u>\$0.00</u> Annual Monitoring Fee: <u>\$360.00</u> |
| | <input type="checkbox"/> GSM/Cellular ³ | One-time setup and programming fee: | <u>\$1,150.00</u> Annual Monitoring Fee: <u>\$675.00</u> |
| | <input type="checkbox"/> Internet ⁴ | One-time setup and programming fee: | <u>N/A</u> Annual Monitoring Fee: <u>N/A</u> |

Quantity, manufacture/model of control panel/s: NFW-100 (Same Terms & Conditions from JW131114-4)

| | | | |
|--|--|-------------------------------------|--|
| <input type="checkbox"/> N/A SECURITY ALARM SYSTEM MONITORING (select appropriate communications method below) | | | |
| (initial) | <input type="checkbox"/> RF Transceiver ¹ | One-time setup and programming fee: | <u>N/A</u> Annual Monitoring Fee: <u>N/A</u> |
| | <input type="checkbox"/> DACT ² | One-time setup and programming fee: | <u>N/A</u> Annual Monitoring Fee: <u>N/A</u> |
| | <input type="checkbox"/> GSM/Cellular ³ | One-time setup and programming fee: | <u>N/A</u> Annual Monitoring Fee: <u>N/A</u> |
| | <input type="checkbox"/> Internet ⁴ | One-time setup and programming fee: | <u>N/A</u> Annual Monitoring Fee: <u>N/A</u> |

Quantity, manufacture/model of control panel/s: _____

| | | | |
|--|--|-------------------------------------|--|
| <input type="checkbox"/> N/A EMERGENCY CALL SYSTEM MONITORING (select appropriate communications method below) | | | |
| (initial) | <input type="checkbox"/> RF Transceiver ¹ | One-time setup and programming fee: | <u>N/A</u> Annual Monitoring Fee: <u>N/A</u> |
| | <input type="checkbox"/> DACT ² | One-time setup and programming fee: | <u>N/A</u> Annual Monitoring Fee: <u>N/A</u> |

Quantity, manufacture/model of control panel/s: _____

| | | | |
|---|--|-------------------------------------|--|
| <input type="checkbox"/> N/A ELEVATOR MONITORING (select appropriate communications method below) | | | |
| (initial) | <input type="checkbox"/> DACT ² | One-time setup and programming fee: | <u>N/A</u> Annual Monitoring Fee: <u>N/A</u> |

Quantity, manufacture/model of control panel/s: _____

- 1 - RF Transceiver = AES/IntelliNet radio technology that provides state-of-the-art wireless monitoring, eliminating the need for any phone lines.
2 - DACT (Digital Alarm Communicator Transmitter) = traditional monitoring method that requires two telephone lines, at Subscriber's expense.
3 - GSM/Cellular = similar to traditional DACT except that it uses cellular subscription instead of traditional telephone lines.
4 - Internet = uses an always-on internet connection (at Subscriber's expense) to transmit alarm signals.

THIS IS A BINDING CONTRACT. The person executing this Contract represents and warrants that he/she has full authority to enter into this Contract on behalf of the Subscriber. The undersigned hereby acknowledges reading, understanding, and accepting all the terms and conditions set forth in this Contract, including those on pages two and three of this contract and any addendums for multiple buildings or locations which are incorporated herein and by reference made a part hereof. Service will commence on the date when the monitoring center has received test signals from Subscriber's premises and both Company and Subscriber agree that such signals have been satisfactorily transmitted and received.

This contract is for a term of 5 (FIVE) year/s.

COMPANY

Acct Rep: Melissa Morlan Date: 11/5/2018
Authorized by: Bill Rhodes (Service Manager)
Projected Activation Date: _____

SUBSCRIBER

By (Signature): Jim Leonard
Name (Printed): Jim Leonard
Title: President Date: 11/8/2018

ADDITIONAL CONSIDERATIONS:

- Monitoring services are provided by a UL listed Central Monitoring Station; Monitoring Service Agreement and Subscriber Data Sheet are required prior to account activation.
- It is the Subscriber's responsibility to ensure the security panel, dialer, and/or fire alarm control panel program codes are procured from previous service provider or reset to factory defaults. If Company is unable to access the programming menu, additional trip charges may apply.
- If Subscriber opts for monitoring services via RF transceiver, it may be necessary to place an antenna on the roof of the building. Subscriber agrees to maintain the current method of monitoring until such time as the Company is able to ensure redundant means of RF transmission. The one-time setup and programming fee will not be due until such time as services are provided.
- RF monitoring equipment installed in conjunction with this Contract shall remain the property of Company. Therefore, any normal service or repairs of radio equipment shall be performed at no cost to Subscriber, subject to Terms & Conditions paragraph 2.B. which excludes Subscriber negligence, vandalism, and/or tampering by any party not authorized by Company.
- If adequate RF signal is not attainable, this agreement will automatically convert to the GSM/Cellular method of monitoring unless Subscriber provides Company with written instructions to the contrary.
- This Contract does NOT include permit or inspection fees, if required by the Authority Having Jurisdiction (AHJ). Company is not responsible for any changes the AHJ or Subscriber may deem necessary.
- This agreement does NOT include identifying or repairing any pre-existing troubles, including those troubles that may not be detected until proposed work is complete. (Such trouble issues may arise from any field device, field wiring, module, panel or system connected to the panel)
- CSS is unable to accept any cash payments. Credit and debit card transactions are limited to \$500.00 per individual work order, proposal or invoice.
- Elevator monitoring fee is for EACH dialer. Dialer must be accessible to CSS for programming. Passwords and other proprietary hardware or software may require the elevator contractor to perform a service call to gain access and/or to program dialer/s with CSS' monitoring information. Any expense for said service by elevator contractor must be born by the customer.
- Any work performed outside of warranty terms will be invoiced at appropriate service rates & terms.
- THIS AGREEMENT REPLACES AND SUPERSEDES JW

TERMS & CONDITIONS:

1. Required Approval: This Contract shall not be binding upon Company until signed by an authorized manager of the Company. In the event this Contract is not authorized, Company's liability shall be limited to refunding Subscriber the amount paid, if any, upon signing this Contract. The Company is not bound by any provisions, printed or otherwise, at variance with this Contract that may appear on any acknowledgement, purchase order or other form used by the Subscriber, such provisions being expressly rejected.

2. Warranty:

A. Standard Warranty. Company guarantees all material to be as specified. All work shall be completed in a workmanlike manner according to standard industry practices. Materials and labor are warranted for one (1) year from date of installation or for the term of the selected Extended Service Plan if Customer elects to participate in such plan.

B. RF Transceiver Warranty: All work shall be completed in a workmanlike manner according to standard industry practices. RF Transceiver equipment installed in association with this Contract shall remain Company property and is therefore Company's responsibility to maintain and service.

C. All Warranty obligations exclude pre-existing components, batteries, acts of God, water intrusion, fire, theft, vandalism, misuse, abuse, Customer negligence and/or corrosion due to elemental exposure. All warranties are void if (1) any party not authorized by Company performs work on any item installed by Company and/or if (2) Customer defaults as outlined in paragraph 5.

3. Company Services:

A. Hours of Service. All work required by this Contract shall be performed between 8:00 a.m. and 4:30 p.m. on normal business days, except in the case of emergency. Service calls received after 3:30 p.m. are subject to after-hour rates.

B. Equipment Serviceability. When, in Company's judgment equipment cannot be maintained under this Contract, Company will, at its sole option, either withdraw from this Contract, or submit a cost estimate for new equipment. Charges for new equipment will be in addition to monitoring charges. The Subscriber may terminate this Contract if Subscriber does not wish to authorize such work. In such event, charges for a partial month's service shall be pro-rated on the basis of a thirty day month. Subscriber acknowledges that Company's sole obligation is to perform the services specified herein and Company is in no way obligated to ensure the operation of the system or to maintain or service Subscriber's property or property of others to which the system is connected. This Contract expressly excludes, without limitation, reloading of, upgrading, and maintaining computer software, making repairs or replacements necessitated by reason of negligence or misuse of components or

equipment by others, or repairs or replacements necessitated by corrosion, lightning, electrical storm, or other violent weather, fire, acts of God, or by any other cause beyond the Company's control. This Contract does not cover system upgrades or the replacement of obsolete systems, equipment, components or parts.

4. Subscriber Responsibilities:

A. Subscriber agrees not to tamper with, remove, or otherwise interfere with the communication software and agrees to furnish, at Subscriber's expense, all 110 volt AC power, electrical outlets, receptacles, internet, and telephone hook-ups as deemed necessary by Company for connection of the equipment.

B. Subscriber is required to visually inspect system components periodically and, if a problem is discovered, notify Company immediately. The Company's obligation is to alert Subscriber of any issue with the system that requires correction, of which the Company has actual knowledge. Subscriber has full responsibility for taking such actions as required to resolve the reported issue.

C. Subscriber must inform Company, in writing, of any change in the fire rating by any bureau or agency. Subscriber must also inform Company, in writing, of any change in the list of people to be called in the event of alarm activation. Company is not responsible for any errors, omissions, or failure to update such list by Subscriber.

5. Default:

A. Event of Default. Subscriber shall be in default of this Contract if Subscriber: (a) fails to pay any installation charge, (b) fails to pay any monitoring or service charge, (c) willfully or negligently causes repeated false alarms, (d) cancels this Contract without cause before the end of its term, or (e) fails to perform any other obligations under this Contract.

B. Company's Remedy Upon Default.

i. Terminate Contract. If Subscriber defaults, Company may terminate this Contract after ten (10) days written notice of default if Subscriber has not cleared the default by that date.

ii. Damages. If Subscriber defaults, Subscriber shall pay Company any money due for any product or services provided prior to default. Additionally, Subscriber shall pay an amount equal to 80% of the remaining monitoring and or Extended Service Plan fees, plus any other damages to which Company may be entitled under applicable law.

iii. Costs. In the event legal action is required to enforce the terms and provisions of this Contract the costs of such action so incurred, including, without limitation, reasonable attorneys' fees, arbitration fees, prejudgment interest, and any other reasonable and related expenses of collection.

6. Changes: Any alteration or deviation from the specified work involving extra costs, will be executed only upon written orders, and will become an extra charge.

TERMS & CONDITIONS: (Continued)

The cost of any changes to the scope of work described herein made at the request of or made necessary or required by Subscriber's action, or which may be required by any governmental agency or insurance interest or inspection and rating bureaus are to be borne solely by Subscriber. SUBSCRIBER ACKNOWLEDGES THAT SUBSCRIBER HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY AT AN ADDITIONAL COST TO SUBSCRIBER. All risk of loss or damage to the system shall be borne exclusively by Subscriber.

7. Renewal: This Contract shall renew annually after the initial Contract duration with no further notice. This Contract may be cancelled without penalty with a 30 day written notice from either party after the initial and any renewal Contract terms expire. All interim service calls and repairs will be billed on a time and materials basis at the Company's current rate schedule, unless otherwise stated herein. Subscriber is responsible for canceling all other similar service vendor contracts.

8. Fee Increases: The rates set forth in this Contract do not include taxes. Taxes will not be applied if a current tax exempt certificate is provided by Subscriber. Company shall have the right, at any time during the term of this Contract, to increase the service charges to reflect any additional taxes, fees or charges relating to the services provided under this Contract which may be imposed on Company by any utility or government agency and Subscriber agrees to pay the same. After one (1) year, rates are also subject to adjustment to a rate reflecting the annual percentage increase in the official U.S. Government Cost of Living Index to the nearest even dollar amount.

9. External Services: Any fines levied by a municipality or government agency regarding false alarms shall be the sole responsibility of the Subscriber. Additional fees levied by monitoring agency for any reason, including but not limited to those caused by runaway dialers, runner services, or other causes shall be the sole responsibility of Subscriber. Such fees shall be added to the service charges or billed to Subscriber directly by the appropriate agency.

10. Broadcast Signals: Subscriber acknowledges that system signals which are transmitted by any means including but not limited to telephone, radio, cable, microwave, and internet are wholly beyond the control of Company and, except for RF signals related to monitoring services Company may provide on 467.3125 kHz, are NOT maintained or warranted by Company. Maintenance and service of such systems are the sole responsibility of Subscriber. Subscriber further acknowledges that signals transmitted from Subscriber's premises may be monitored by municipal police and/or fire departments or other personnel of such municipal agency or other locations and that the personnel of such municipal agency or other locations are not agents of Company, nor does Company assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

11. Company's Limits of Liability:

A. Limitation of Damages. IT IS UNDERSTOOD AND AGREED THAT THE COMPANY IS NOT AN INSURER AND THAT INSURANCE, IF ANY, COVERING INJURY AND PROPERTY LOSS OR DAMAGE ON SUBSCRIBER'S PREMISES SHALL BE OBTAINED BY THE SUBSCRIBER. The payments under this Contract are based solely upon the value of the services provided and it is not the intention of the parties that the Company assume responsibility for any loss or damage sustained through burglary, theft, robbery, fire, or other cause, or that there exists or shall exist any liability on the part of the company by virtue of this Contract. Notwithstanding these provisions, if there should arise any liability on the part of Company, such liability is and shall be limited to a sum equal to the service charge for a period of six (6) months or \$500.00 whichever is less, which sum is liquidated damages and not a penalty. In the event that Subscriber wishes Company to assume greater liability, Subscriber may obtain from Company a higher limit by paying an additional amount proportioned to the responsibility and a rider shall be attached to this Contract, setting forth the additional liability of Company and the additional charges. However, any such additional obligation does not make Company an insurer.

B. Interruption of Service. The Company shall not be liable for any damage or loss sustained by Subscriber as a result of any delay in service or installation of equipment, equipment failure, or interruption of

service due to electric failures, strikes, war, acts of God, or other causes, including the Company's negligence in the performance of this Contract. The estimated date that work is to be substantially completed is not a definite completion date and time is not of the essence.

C. Disclaimer of Warranties. Company does not represent or warrant that the system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, fire or otherwise; or that the system will in all cases provide the protection for which it is installed or intended. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE 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 TO THE FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW.

Subscriber assumes all risk of loss or damage to Subscribers premises or the contents thereof; and that Subscriber has read and understands this entire Contract, particularly paragraph eleven (11) which sets forth Company's maximum liability in the event of any loss or damage to Subscriber or anyone else.

12. Third Party Indemnification: In the event any person, not a party to this Contract, shall make any claim or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Contract, including but not limited to the design, installation, maintenance, monitoring, operation, or any failure of the alarm system to operate properly, Subscriber agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs, and attorney's fees. The parties agree that, except for the Company's subcontractors, there are no third party beneficiaries of this Contract. Subscriber, for itself and any of its insurance carriers waives any right of subrogation Subscriber's insurance carriers may have against the Company or any of its subcontractors.

Subscriber acknowledges that this Contract, and particularly those paragraphs relating to disclaimer of warranties, liquidated damages and third party indemnification, inure to the benefit of, and are applicable to any subcontractors employed by Company to provide monitoring, maintenance, installation or service of the system(s) and they bind Subscriber to said subcontractors with the same force and effect as they bind Subscriber to Company.

13. Assignment: Company shall have the right to assign this Contract without notice and shall have the further right to subcontract any services which it may be obligated to perform. Company shall inform Subscriber when services are subcontracted and shall maintain current proof of subcontractor's state license, general insurance, and workers compensation coverage.

14. Severability: In the event any of the terms or provisions of this Contract shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

15. Notices: All notices to be given hereunder shall be in writing and may be served via any method of communication which generates delivery confirmation.

16. Binding Arbitration: The Parties agree to submit to binding arbitration, conducted by the American Arbitration Association under the Construction Industry Arbitration Rules, any matters which cannot otherwise be resolved, and expressly waive any and all rights in law and equity to bringing any civil disagreement before a court of law, except that judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

17. Entire Agreement: This Contract is binding for the Company's and Subscriber's successors in interest, agents, employees, shareholders, officers, former employees, former officers, directors, subsidiaries, parent corporations, attorneys, and all other entities acting on their behalf. This Contract is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms. This Contract supersedes all prior representations, understandings or agreements of the parties. This Contract can only be modified in a writing signed by the parties. No waiver of a breach of any term or condition of this Contract shall be construed to be a waiver of any succeeding breach.