

V. ITEMS FOR DISCUSSION

- a. Elementary Computer Bid Results

2016-17 COMPUTER BID TABULATION

Vendors	HP Equipment	Lenovo Chromebooks	Anywhere Carts	Bid Bond	Non-Collusion Affidavit
W.B. Mason	\$ 116,176.54	\$ 1,067,697.06	\$ 134,264.79	I	Y
CDW-G	No Bid	\$ 930,064.80	No Bid	Y	Y
Northeast Data	\$ 125,589.90	No Bid	\$ 142,729.29	Y	Y
SHI	\$ 110,049.06	\$ 948,358.00	\$ 121,239.18	Y	Y
ePlus	\$ 115,091.07	\$ 1,014,959.69	No Bid (Provided Alt.)	Y	Y
IntegraOne	\$ 111,633.50	\$ 985,690.57	\$ 140,940.00	Y	Y
Government Connection	\$ 116,961.80	\$ 977,362.35	\$ 135,191.43	Y	Y - not signed
Staples	\$ 101,940.86	\$ 960,441.14	\$ 135,302.40	Y	Y
TOTAL COST					
HP Equipment	\$ 101,940.86				
Lenovo Chromebooks	\$ 930,064.80				
Anywhere Carts	\$ 121,239.18				
	\$ 1,153,244.84				

V. ITEMS FOR DISCUSSION

b. Elementary Computer Financing Results

COMPUTER LEASE TABULATION

5/4/2017

HP/Lenovo/Anywhere \$ 1,153,244.84

VENDOR	FMV LEASE ANNUAL PMT	FMV LEASE INTEREST RATE	CAPITAL LEASE ANNUAL PMT	CAPITAL LEASE INTEREST RATE
American Capital	\$ 282,598.30	-1.326%	\$ 302,725.27	3.300%
First American	\$ 295,461.33	1.607%	\$ 306,532.48	4.108%
CalFirst	\$ 284,021.14	-1.000%	\$ 305,402.30	3.750%
Vantage	\$ 295,341.00	1.630%		
Vantage (20 Free Loaners)	\$ 293,362.00	1.630%		
Vantage REVISED	\$ 293,189.00	1.130%		
Vantage (20 Free Loaners) REVISED	\$ 291,224.00	0.670%		
Key Government			\$ 302,553.91	3.220%
Capital One			\$ 303,354.80	3.500%

Apple \$ 533,990.00

VENDOR	FMV LEASE ANNUAL PMT	FMV LEASE INTEREST RATE	CAPITAL LEASE ANNUAL PMT	CAPITAL LEASE INTEREST RATE
Apple Financial Services	\$ 124,781.00	-4.320%	\$ 138,362.93	2.440%

V. ITEMS FOR DISCUSSION

c. Food Service Bid Results

Food Services Food and Supply Bid

May 8, 2017

The following recommendations are being made for the school year 2017-2018 for the Food and Supply Bid for the Food Services Division.

Main Distributors:

US Foods Allentown:

- Delivery threshold: 15 cases-no dollar amount limit
- # of items to be awarded: 115
- Value of awarded items: \$360,600
- Value of other item value (produce, non-bid items): \$35,000
- Total Value: \$395,600

Reinhart Food Service:

- Delivery threshold: 20 cases or \$600 min delivery
- # of items to be awarded: 125
- Value of awarded items: \$294,300
- Value of other item value (produce, non-bid items): \$35,000
- Total Value: \$329,300

Pocono Pro Foods:

- Delivery threshold: \$500 min delivery
- # of items to be awarded: 94
- Value of awarded items: \$158,100
- Value of other items (produce, non-bid items): \$35,000
- Total Value: \$193,100

Sysco Food Services – Central PA:

- Delivery threshold: 16 cases or \$500 min delivery
- # of items to be awarded: 10
- Value of awarded items: \$12,500
- Value of other item value (produce, non-bid items):
- Total Value
- Comment: was not awarded due to the number of bid items and the restriction of delivery threshold.

Food Services Food and Supply Bid

May 8, 2017

Specialized Foods:

Pocono Mountain Dairy:

- Delivery threshold: none
- # of items to be awarded: 15
- Value of awarded items: \$290,000
- Value of other item value (produce, non-bid items):
- Total Value: \$290,000
- Comment: Minimum cost allowed for milk; 100% juices; 8 oz. yogurts

Kasa's Foods Distributing Company:

- Delivery threshold: 60 cases -\$2000 per delivery; direct delivery
- # of items to be awarded: 4
- Value of awarded items: \$95,000
- Value of other item value (produce, non-bid items):
- Total Value: \$95,000
- Comment: Wedge Pizza

Mullen Marketing:

- Delivery threshold: \$3000 per delivery; direct delivery
- # of items to be awarded: 3
- Value of awarded items: \$29,900
- Value of other item value (produce, non-bid items):
- Total Value: \$29,900
- Comment: Chicken Products

Rockland Bread:

- Delivery threshold: none
- # of items to be awarded: 8
- Value of awarded items: \$45,000
- Value of other item value (produce, non-bid items):
- Total Value: \$45,000
- Comment: Breads and rolls

V. ITEMS FOR DISCUSSION

d. 2017-18 Budget Update

TAX MILLAGE OPTIONS

5/4/2017

MILLAGE OPTIONS WITH REVISED MONROE CTY ASSESSMENTS

OPTION	MONROE	PIKE	EST TAX REV	NOTES
2016-17	177.86	121.27	\$ 86,625,509	
Draft 1	177.86	120.84	\$ 87,225,758	11/1/16 County Assessments
Revised Assessment - Option 1 (Monroe)	177.86	122.91	\$ 88,786,332	Adjusted by \$7.5M in settled District Appeals
Revised Assessment - Option 2 (Pike)	175.49	121.27	\$ 87,550,701	Adjusted by \$7.5M in settled District Appeals

V. ITEMS FOR DISCUSSION

e. Insurance Renewals

INSURANCE RENEWAL

5/2/2017

	CARRIER	DRAFT 1	DRAFT 2
Package Policy - Prop.	CM Regent (PSBA)	\$ 271,676	\$ 258,420
Package Policy - Liability	CM Regent (PSBA)	\$ 36,553	\$ 32,090
Crime	CM Regent (PSBA)	\$ 2,742	\$ 2,677
Cyber - Liability	CM Regent (PSBA)	\$ 7,219	\$ 6,875
Law Enforcement Legal Liability	Lloyd's	\$ 4,081	\$ 3,787
Steam Boiler & Equip	Hartford Steam	\$ 13,224	\$ 12,610
Automobile	CM Regent (PSBA)	\$ 137,115	\$ 129,394
Excess Liability	CM Regent (PSBA)	\$ 26,231	\$ 23,649
School Leaders Liab	CM Regent (PSBA)	\$ 81,119	\$ 80,792
Student Athletic	Bollinger	\$ 33,156	\$ 32,722
TOTAL		\$ 613,116	\$ 583,016
Workers' Comp		\$ 630,000	\$ 630,000
TOTAL		\$ 1,243,116	\$ 1,213,016

V. ITEMS FOR DISCUSSION

n. Property & Facilities Items

- i. JTL/LIS Masonry – D’Huy Engineering - \$12,800



D'HUY Engineering, Inc.
 One East Broad Street, Suite 310 Bethlehem, PA 18018
 Phone: 610.865.3000 Fax: 610.861.0181

INVOICE

No. 45963
 03/31/2017

East Stroudsburg Area School District

50 Vine Street
 East Stroudsburg, PA 18301
 Mr. Jeffrey Bader

J. T. Lambert Intermediate School Masonry Investigation
287005
 For Services Rendered From February 25, 2017 To March 31, 2017

01 - Field Surveys & Probes

Contract Amount	Previously Billed	% Complete	Invoice Amount
\$25,400.00	\$25,400.00	100.00	\$0.00

02 - Analysis & Report

Contract Amount	Previously Billed	% Complete	Invoice Amount
\$18,500.00	\$18,500.00	100.00	\$0.00

03 - Natatorium at High School North

Contract Amount	Previously Billed	% Complete	Invoice Amount
\$5,000.00	\$5,000.00	100.00	\$0.00

04 - Design & Bidding for Masonry Repairs

Contract Amount	Previously Billed	% Complete	Invoice Amount
\$64,000.00	\$44,800.00	90.00	\$12,800.00

05 - Construction Services for Masonry Repairs

Contract Maximum:	\$72,000.00
Previous Billings Against Maximum:	\$0.00
Current Billings Against Maximum	\$0.00
Balance After This Invoice:	\$72,000.00

INVOICE TOTAL \$12,800.00

Prior Billing Information

Invoice		0 - 30	31 - 60	61-90	Over 90	Balance
45843	2/28/2017	\$28,800.00	\$0.00	\$0.00	\$0.00	\$28,800.00
Total Prior Billing		\$28,800.00	\$0.00	\$0.00	\$0.00	\$28,800.00

V. ITEMS FOR DISCUSSION

n. Property & Facilities Items

ii. JMH Playground - \$37,494



Beyond
Your
Ordinary

PROPOSAL


Proposal #:	73240
Sales Person:	Anne Fix
Date Created:	02/27/2017
Date Modified:	04/25/2017

Bill To:


J M Hill Elementary School
50 Vine Street
East Stroudsburg, PA 18301

Ship To:

J M Hill Elementary School
151 East Broad Street
East Stroudsburg, PA 18301

Qty	Product	Price	Discount	Total
1	 <p>Tootie Fruitie 5117-PP Tootie Fruitie is a sprawling play structure that offers a fun and challenging play experience for invigorating recess!</p> <p>Sliding Activities (3): Dueling Sling Shot Slide Curved Super Sonic Slide x2</p> <p>Climbing Activities (4): Loop Pole Climber Apex Climber Crawl Tunnel Pinnacle Climber</p> <p>Sensory & Dramatic Play (5): Whistle Bubble Panel Play Wheel Enhanced Barrier Panel w/ Rain Wheel Single Seat</p> <p>Tootie Fruitie features: - Commercial grade components specifically engineered to resist corrosion, fading and mildew. - Designed in compliance with public playground safety standards (ASTM & CPSC). - Meets ADA guidelines and allow inclusive play for all children. - Hundreds of color combinations available to turn any playground into a stimulating play environment.</p> <p>Color Option: Lifesaver</p>	\$37,449.00	\$14,980.00	\$22,469.00
Enjoy Free Shipping on this Structure!				
1	<p>Playground Discount CUSTOM-DISCOUNT Playground Equipment Discount</p>	-\$2,300.00	\$0.00	-\$2,300.00

Contingent on order placed by April 26, 2017. Co-Stars Membership number has been provided to school district.

1	 <p>Installation Installation Certified installation by professional playground installers. Price includes coordinating deliveries and unloading large equipment at the delivery address listed on this proposal / purchase order.</p> <ul style="list-style-type: none"> - Includes coordinating deliveries and unloading equipment at job site - This price does not include uninstalling existing equipment or other demolition, see separate line - This price does not include site preparation; the site must be level, accessible, and free of underground obstacles; additional charges apply for any installation not on grass, sand or finish grade fill dirt - This price excludes core drilling or cutting concrete or asphalt - The customer is responsible for marking all underground utilities - The price on this line item specifically excludes permitting fees; permitting is the responsibility of the customer - The price on this line item excludes site security during installation and curing period - The price on this line item specifically excludes disposal of packing materials. If sufficiently large trash cans / dumpsters are provided, NPC will place the trash in those containers; if trash cans / dumpsters are not provided, one can be ordered at an additional charge 	\$14,075.00	\$0.00	\$14,075.00
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Installation for BYO Quote #73240

This installation quote covers the following items:

- Tootie Fruitie (5117-PP)

****Includes Prevailing Wage****

1	<p>Demolition Demolition Disassembly and demolition of existing structures, border timbers, safety surfacing, site fixtures, etc. as necessary to install new materials.</p> <ul style="list-style-type: none"> - Unless otherwise stated, removal of footings, support columns, beams, posts, etc. is limited to the extent necessary to allow for proper installation of safety surfacing - All sand, concrete, gravel or other structural components may not be completely removed - All demolition to be removed to customer supplied dumpster or waste facility within 250 feet of the construction area - This price specifically excludes removal of lead, asbestos or other hazardous materials; customer is responsible for all hazardous materials testing 	\$3,250.00	\$0.00	\$3,250.00
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Demo of 2 structures, includes disposal

Includes Prevailing Wage

POC: Michelle Arnold, 15704248073, e-mail: michelle-arnold@esasd.net

Sub Total:	\$37,494.00
Sales Tax:	\$0.00
Shipping:	\$0.00
Total:	\$37,494.00

Thank you for the opportunity to quote your playground project.

Prices are valid for 30 days. We accept Visa, Mastercard, Discover, personal & business checks and purchase orders from government entities. All items must be paid for in advance of order.

To accept this proposal, sign, date and return: _____

Full Company name (with entity): _____

Printed name: _____ Title: _____ Date: _____

V. ITEMS FOR DISCUSSION

n. Property & Facilities Items

iii. Fire/Alarm, Extinguisher & Sprinkler Service Agreement

Keystone Fire Protection - \$27,042.35



433 Industrial Drive
North Wales, PA. 19454

888-641-0100
Fax. 215-641-9638

www.keystonefire.com

Below is a list of the price to inspect East Stroudsburg School District:

Bushkill Elementary	\$1,708.00
East Stroudsburg Elementary	\$2,313.95
J.M. Hill	\$1,001.00
Middle Smithfield	\$2,743.67
Resica Falls	\$1,877.17
Smithfield	\$2,247.95
Bus/Waste Water	\$183.33
JT Lambert	\$3,867.33
High School North	\$5,038.62
High School South	\$6,061.33
Total	\$27,042.35 PER YEAR

Service Agreement starts June 2017 and will be for 3 years.

Price per year is \$27,042.35

PRICE DOESN'T INCLUDE FUSIBLE LINKS FOR THE KITCHEN SYSTEM PRICE PER FUSIBLE LINK \$8.00

Keystone Fire Protection is authorized Notifier distributor and will be able to make any repairs to fire alarm system.

Notifier is a non-proprietary system



Commonwealth of Pennsylvania
Department of General Services
Bureau of Procurement
555 Walnut Street, 6th Floor
Harrisburg, PA 17101-1914

Toll Free Telephone: 1-866-768-7827
Local Telephone: 717-346-9009
Fax: 717-783-6241
Email: GS-PACostars@state.pa.us
Website: www.costars.state.pa.us

Date: 02/20/2017

Keystone Fire Protection Co.
Attn: Francis McKay
433 Industrial Drive
North Wales, PA 19454

Subject: COSTARS Participation – Renewal Confirmation

Contract Number: 008-327 - Maintenance, Repair, & Operation Equipment & Supplies ("MRO")

Dear Contractor:

The Department of General Services, Bureau of Procurement, has received your payment of the \$500.00 administrative fee required to renew your COSTARS participation for contract number 008-327. This will confirm that your company is authorized to continue to sell the awarded items/services under this contract to registered COSTARS members for the contract term 03/02/2015 through 03/02/2018 .

Thank you for your continued participation in the COSTARS Program. Should you have any questions, please contact COSTARS Program staff by email to GS-PACostars@pa.gov or toll-free telephone at 1.866.768.7827.

Regards,

Tera Akpan
(P): 717-783-5368
(F) :717-783-6241
E-Mail: takpan@pa.gov

LIFE-SAFETY SYSTEM SERVICE AGREEMENT

This Life Safety System Service Agreement is entered into by and between **Keystone Fire Protection Co.** (hereinafter referred to as "**Company**") and the Customer whose name and address are set forth below (hereinafter referred to as "**Customer**"). The Life Safety System Service Agreement, the attached Exhibit(s) and the Service Agreement Standard Terms and Conditions attached hereto are collectively referred to as the "**Agreement**". Company agrees to provide inspection and maintenance services to Customer in accordance with this Agreement.

CUSTOMER:	SERVICE SITE INFO:	PROPOSAL DATE:
East Stroudsburg SD	Bushkill Elementary	5/1/2017
50 Vine Street	134 North School Drive	LIFE SAFETY ADVISOR:
East Stroudsburg, PA	Digmans Ferry, PA	190
18301	18328	PROPOSAL NO:
ATTN: Scott Ihle	<input type="checkbox"/>	AGREEMENT EFFECTIVE DATES:
PHONE: (570) 656-4283		FROM: 6/1/2017
FAX: x10420		TO: 5/30/2020

SERVICES PROVIDED UNDER THIS AGREEMENT:

For specific information on the equipment and systems covered under this Agreement, please refer to the "List of Systems to be Serviced". In many cases, the systems listed below require different intervals of test and inspection. Please refer to the specified "Exhibit" for each system marked with a "✓" below for information on testing intervals, scope of inspection work, and value-added optional services.

System Type	Quantity	✓	Annual Fee	
Building Fire Alarm System(s)	(1)	✓	\$999.00	(See Exhibit A - Fire Alarm System Inspection)
Central Station Monitoring Service				
Clean Agent Extinguishing System(s)				
Automatic Fire Damper(s)				
Pre-Action/Deluge/Foam System(s)				
Restaurant Suppression System(s)	(1)	✓	\$236.00	(See Exhibit C - PreEngineered System Inspection)
Industrial Dry Chemical System(s)				
Emergency Lighting & Exit Sign(s)				
Hand Portable Fire Extinguisher(s)	(27)	✓	\$99.00	(See Exhibit D - Hand Portable Inspection)
Wet Sprinkler & Standpipe System(s)	(3)	✓	\$374.00	(See Exhibit E - Sprinkler System Inspection)
Dry Sprinkler System(s)				
Fire Pump Annual Testing				
Fire Pump Churn Testing				
Backflow Prevention Device(s)				
Yard Hydrant System(s)				
Fire Hose Inspection				
Annual Investment			\$1,708.00	(Tax Exempt - NOTE: Customer must provide KFPCO with valid exemption certificate to avoid being charged tax.)
Plus Applicable Tax			\$0.00	

ANNUAL INVESTMENT: **\$1,708.00**

KFPCo proposes to bill Customer Annually for a price of \$1,708.00 per installment. Prices valid for 30 days.

Annual investment above includes the cost to perform the inspection(s), only, and any "Additional Required" and/or "Value-Added" Services listed below, marked as "Included". Unless otherwise noted, all replacement parts, repairs, emergency service calls, recharges, or other changes in work scope, will result in charges over and above the stated inspection price. Customer selected optional services such as "Parts Protection Plus" will be billed at the commencement of this agreement and at each successive renewal period.

SERVICE RESPONSE:

Emergency Service Calls:

Our initial response to you will be provided within **(4)** hour(s) of receipt of your call. Company personnel will assess the situation by phone and will determine the required next course of action with you or a designated member of your staff.

On-Site Response Time:

Service personnel will arrive at your facility within **(24)** hour(s) of your phoned request, if it is determined that a site service visit is required. Please advise your Life Safety Specialist if a higher priority on-site response is required.

SERVICE LABOR RATES:

While our inspection and testing services are designed to reduce the need for emergency service visits, should you require a technician to respond to your site, we are available 24 hours a day, 7 days a week, 52 weeks per year. The following is a description of our labor charges for normal business hours, and our policy regarding overtime and holidays.

Standard Travel and Labor Rates:

	Standard	Agreement
	<u>Rates</u>	<u>Rates</u>
Normal Business Hours - 8:00 AM to 4:30 PM, Monday through Friday		
Extinguisher, Restaurant, or Shop Labor (Per Hour)	\$112.00	\$93.00
Sprinkler, Alarm or Suppression Labor (Per Hour)	\$134.00	\$112.00
Network Alarm & Security Labor (Per Hour)	\$196.00	\$163.00
2 Hour Minimum Billing		
Overtime Hours - After 4:30 PM Monday through Friday & all day Saturday		
Extinguisher, Restaurant, or Shop Labor (Per Hour)	\$142.00	\$118.00
Sprinkler, Alarm or Suppression Labor (Per Hour)	\$169.00	\$141.00
Network Alarm & Security Labor (Per Hour)	\$247.00	\$206.00
4 Hour Minimum Billing		
Sunday & Holiday Hours - All day Sunday & Holidays **		
Extinguisher, Restaurant, or Shop Labor (Per Hour)	\$163.00	\$136.00
Sprinkler, Alarm or Suppression Labor (Per Hour)	\$196.00	\$163.00
Network Alarm & Security Labor (Per Hour)	\$284.00	\$237.00

All Service Calls are Subject to:

- Minimum Hourly Billing as noted above
- Billing in half-hour increments (after time exceeds minimum billing)
- Plus Travel Time, portal to portal
- Invoices due and payable: **NET 20 DAYS**

Service Replacement Parts:

- All replacement parts deemed necessary to maintain listed systems in an operable state will be itemized and billed as an extra at the Manufacturer's suggested list price .

***New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Thanksgiving Friday, Christmas Eve, and Christmas Day (should any of these days fall on a Saturday, holiday will be observed on the previous Friday; should any of these days fall on a Sunday, holiday will be observed the following Monday).*

ACCEPTANCE OF AGREEMENT:

This Agreement has been read, understood and hereby accepted. By the signature below and your initials on the subsequent pages, you are hereby authorizing Company to perform the work as specified. Payment will be made as outlined above:

KEYSTONE FIRE PROTECTION COMPANY

CUSTOMER

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Email Address

Date

ADDITIONAL REQUIRED SERVICES:

In addition to the above-described services to be performed, your life safety systems may require one or more of the following additional tests or services to be conducted during the coverage period of this agreement. These services are typically preventative maintenances and/or invasive tests, done on less frequent intervals, to further ensure the functional effectiveness of your system(s). Where noted, these services are required by code and must be performed at the appropriate intervals to certify your system(s). Please take a moment to review the *Glossary of Services* sheet which describes the benefits of these required services. Unless indicated otherwise below, these services will only be quoted on a **Time & Material (T&M)** basis, at the contracted labor rates in effect at the time of the testing. Tests and services which do not pertain to your life safety systems will be marked with an "N/A" indicating that they are not applicable.

<input type="checkbox"/>	Smoke Detector Sensitivity Testing - required by NFPA Pamphlet 72 (bi-annually)		\$ 359.00
<input type="checkbox"/>	Decibel (dB) Testing of Fire Alarms - required by City of Philadelphia Fire Code		N/A
<input type="checkbox"/>	Room Integrity Door Fan Testing - recommended by NFPA 2001 & 12A (annually)		N/A
<input type="checkbox"/>	Monthly Extinguisher Inspections - required by NFPA Pamphlet 10 (monthly)	Per month:	\$ 74.25
<input type="checkbox"/>	Pipe Obstruction Investigation - required by NFPA Pamphlet 25 (5 year intervals)		N/A
<input type="checkbox"/>	Sprinkler Gauge Replacement - required by NFPA Pamphlet 25 (5 year intervals)		N/A
<input type="checkbox"/>	Antifreeze Solution Testing - required by NFPA Pamphlet 25 (annually)		N/A
<input type="checkbox"/>	Fire Department Connection Backflush - required by City of Phila. (5 year intervals)		N/A
<input type="checkbox"/>	Standpipe & Hose Connection Flow Test - required by City of Phila. (5 year intervals)		N/A
<input type="checkbox"/>	Standpipe & Hose Connection Hydro Test - required by City of Phila. (5 year intervals)		N/A
<input type="checkbox"/>	Alarm Valve Internal Inspection - required by City of Phila. (5 year intervals)		N/A

VALUE-ADDED (OPTIONAL) SERVICES:

Keystone is also proud to offer the following value-added services which will enhance your overall service experience with us. Please take a moment to review the *Glossary of Services* sheet which describes the benefits of these money-saving services. Those services which do not pertain to your life safety systems will be marked with an "N/A" indicating that they are not applicable.

<input type="checkbox"/>	Rapid Repair™ Same-Day Deficiency Correction Program		
<input type="checkbox"/>	Parts Protection Plus™ Covering: Alarm _____ Suppression _____ Pre-Action _____		N/A
<input type="checkbox"/>	Smoke Detector Cleaning		\$ 252.00
<input type="checkbox"/>	After Hours Testing of Audible Alarm Devices		\$ 470.00
<input type="checkbox"/>	Central Station Monitoring - One-Time Equipment Set-Up Investment		N/A
<input type="checkbox"/>	Nozzle Plan Plus™ Nozzle & Blow-Off Cap Replacement Coverage for Restaurant Systems		\$ 65.00
<input type="checkbox"/>	xTEND-GUISHER™ - All-Inclusive Fire Extinguisher Maintenance Plan		\$ 520.20
<input checked="" type="checkbox"/>	ePlace™ - Extinguisher and Field Device Placement Reporting		Included
<input type="checkbox"/>	Employee Fire Extinguisher Training - Classroom Only (2 Hr. Minimum)	Per Hour:	\$ 150.00
<input type="checkbox"/>	Live Hands-On Fire Extinguisher Training - (Classroom Training Req'd.)	Per Person:	\$ 12.50

Place an "X" in the box to the left of each service that you wish to select. Keystone will only provide those services which have been selected by you and authorized with a signature at the bottom of this page.

ACCEPTANCE OF ADDITIONAL & OPTIONAL SERVICES:

I authorize Keystone Fire Protection Co. to add the services marked above with an "X" to my *Annual Investment* from Page 1:

CUSTOMER

Signature _____

Title _____

Printed Name _____

Date _____

- 1. AGREEMENT.** This Agreement shall become effective (the "Effective Date") upon the later of (i) execution by the customer identified on the first page of this Agreement ("Customer") and (ii) acceptance and execution of this Agreement by a duly authorized representative of Keystone Fire Protection Co. ("Company").
- 2. SALE OF MAINTENANCE AND SERVICE.** Company shall sell to Customer and Customer shall purchase from Company the maintenance and services ("Services") identified in this Agreement to be performed on Customer's equipment ("Equipment") or fire system ("System"). Customer may order additions, deletions, revisions or other changes in the Services within the general scope of this Agreement provided that if such changes affect the cost of the work to be performed, or the time required for completion of the work to be performed, as determined in the reasonable discretion of the Company, the Agreement, deadlines and the amount to be paid to Company shall be adjusted in the sole discretion of the Company. Company shall be under no obligation to perform the additions, deletions, revisions or other changes in the work requested by Customer in the absence of a written amendment to this Agreement that complies with Section 21.A of this Agreement.
- 3. PURCHASE PRICE AND PAYMENT.** Customer shall pay Company in accordance with the terms set forth in this Agreement or as otherwise set forth on Company's invoice. Company's prices are exclusive of insurance, shipping, handling, and taxes with respect to the purchase of any Services, Equipment, or System. All charges shall be paid NET the number of days from the date of invoice, as set forth on the second page of this agreement. If Customer fails to make any payments when due, a finance charge of 15% per annum will accrue from the due date until paid. If Company retains a collection agency, legal counsel, or incurs any out-of-pocket costs to collect overdue payments, all such collection costs (including without limitation attorneys' fees) shall be paid by Customer. Company shall not be obligated to extend credit or financing terms to Customer. Customer acknowledges that, other than Company's completion of the Services, payment to Company is not contingent on any occurrence, matter or event, including, without limitation, Customer's receipt of payment from any third party such as an owner or insurance company.
- 4. LIMITATIONS OF SERVICE.**
- Deficiency Correction.** Customer agrees that any Equipment or System out of warranty prior to the start of this Agreement shall be inspected by a Company Field Service Technician. If Company discovers any deficiencies, Company shall submit repair charges to Customer in writing at the then-prevailing Company prices and hourly rates. Should Customer decline such repair charges, Company may eliminate the deficient Equipment or System from coverage under this Agreement and adjust the price accordingly.
- Abnormal Use.** Service under this Agreement does not include repairs or servicing made necessary by or arising out of:
- any causes other than normal use of the Equipment or System, as determined in the sole discretion of Company including, without limitation: (a) the fault or negligence of Customer or any third party; (b) operation of the Equipment or System not in accordance with Company's or the manufacturer's specifications (including, without limitation, failure to provide a suitable installation and operation environment); or (c) use of the Equipment or System for purposes other than those for which it is designed;
 - any causes external to the Equipment or System including without limitation: (a) failure or fluctuation of electrical power; (b) use of non-Company approved or recommended suppliers or attachments; (c) moving the Equipment or System; or (d) the occurrence of any events set forth in Section 10;
 - repair, servicing or alterations to the Equipment or System by anyone other than an authorized Company service representative or without the written consent of Company; or representative or without the written consent of Company;
 - alteration or relocation of Equipment or System and/or topographical changes to the area protected by the Equipment or System.
- 5. CUSTOMER RESPONSIBILITIES.**
- Site Environment.** The Equipment and System are designed to operate within certain power, temperature, and humidity ranges as specified in the appropriate operating manual for the Equipment and System. Customer shall prepare and maintain the site in conformity with such specifications. Customer assumes all responsibility for any Equipment or System malfunction that occurs as a result of operation outside of such specifications, including without limitation the cost of repairing or replacing the malfunctioning Equipment or System.
- Access.** Customer shall provide Company with access to the Equipment and System and adequate working space and facilities within a reasonable distance of the Equipment and System. Company will be free to start and stop all primary equipment incidental to the operation of the Equipment and System.
- Operating Procedures.** Customer will follow routine operating procedures as specified in the operating manuals for the Equipment and System.
- Customer Representative.** A representative of Customer shall be present at the site at all times Services are being performed by Company. Unless otherwise agreed to, Company personnel will not enter or remain at the site in the absence of a Customer representative.
- 6. TERM; TERMINATION.** The initial term (the "Initial Term") of this Agreement shall be for a one (1) year period commencing on the Effective Date. This Agreement shall automatically renew for successive one (1) year periods (each a "Renewal Term"; the Initial Term and all Renewal Terms are collectively the "Term") until terminated in writing as provided in this Agreement. Each Renewal Term shall be subject to the terms and conditions of this Agreement, except that the service fee due to Company for each Renewal Term shall be at the rate then charged by Company for similar inspection services. Either party may terminate this Agreement by giving the other party written notice of termination at least thirty (30) days prior to the end of the then-current Initial Term or Renewal Term, as applicable, unless earlier terminated by Company in accordance with Section 8.
- 7. DEFAULT.** Any one or more of the following shall constitute a default by Customer under this Agreement (each, a "Default"): (i) Customer is delinquent in payment of any sums due under this Agreement; (ii) Customer fails to comply with any term or provision of this Agreement; (iii) Customer files a petition in bankruptcy or Customer has a bankruptcy petition filed against it; (iv) Customer is unable to pay its debts as they mature, as determined by Company in its sole discretion; or (v) Customer makes an assignment for the benefit of its creditors.
- 8. REMEDIES.** In the event of a Default, Company may exercise any one or more of the following remedies, in any combination:
- Discontinuance of Service.** Company, at its option, may immediately terminate this Agreement or refuse to continue to service this Equipment or System or may elect to furnish service on another basis, including, without limitation, on a C.O.D. "Per Call" basis.
- Acceleration.** Company may accelerate all amounts due under this Agreement for the then-current Initial Term or Renewal Term of this Agreement, as applicable (including any Renewal Term). The parties agree that such acceleration is not a penalty, but is in the nature of liquidated damages because the parties agree Company's actual damages would be impossible to determine.
- 9. TAXES.** Except as set forth on the first page of this Agreement, the fees paid under this Agreement do not include any applicable taxes and Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed on or with respect to the Services. If Customer is tax-exempt, then prior to executing this Agreement, Customer will provide Company with a valid and correct tax exemption certificate. Failure to provide a tax exemption certificate in a timely fashion may result in Customer losing the advantages of tax exemption with regard to the transactions contemplated by this Agreement.
- 10. FORCE MAJEURE.** Company will be excused from any delay or failure to perform under this Agreement due, in whole or in part, directly or indirectly, to any cause beyond Company's reasonable control, including without limitation labor difficulties, fire, casualty or accidents, acts of God, civil disorder, transportation difficulties, shortage of fuel, labor or materials, governmental acts or restrictions, or Customer's denial to Company of full access to the Equipment or System.

11. LIMITATION OF LIABILITY.

- A. *Company shall have no liability for indirect, incidental, exemplary, consequential, punitive, or special damages, including without limitation lost profits, loss of income, or loss of goodwill, arising out of this Agreement or the use or possession of the Equipment or System(s), however caused and under any theory of liability (including without limitation negligence), whether based in contract, tort, or any other cause of action, even if Company has been advised of the possibility of such damages.*
- B. *Company's total liability to Customer for any breach by Company under this Agreement or any claim of Customer against Company related to this Agreement, directly or indirectly, is limited to the lesser of a refund of the fees paid by Customer under this Agreement (not to exceed one year's fees paid under this Agreement) or the actual direct damage suffered by Customer.*

12. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES.

- A. Company warrants that all Services will be performed in a workmanlike manner and in compliance with applicable laws and regulations.
- B. *Except as expressly stated in this Agreement, Company makes no warranty, express or implied, regarding the Services to be provided by Company, the Equipment, or the System(s), including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and Customer expressly waives all such warranties.*

13. BREACH BY COMPANY. Customer expressly agrees that no action at law or in equity shall be maintained by Customer against Company for Company's alleged breach of this Agreement or violation of any federal or state law now in effect or enacted in the future with respect to any obligation or duty incurred under this Agreement by Company unless Customer notifies Company in writing at the address specified in this Agreement within ten (10) days from date of such alleged breach or violation, and provided Company does not remedy or correct the breach or violation within sixty (60) days from the receipt of such notice.

14. TIME LIMITATION. All claims, actions or proceedings, legal or equitable, against Company must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or such claim, action or proceeding is barred, time being of the essence of this Section 14.

15. INDEMNIFICATION. Customer assumes financial and legal responsibility for damage or injury (including without limitation death) to all persons, and property damage or loss of use thereof, caused by, resulting from, or arising out of any negligence caused by or contributed to by Customer, its agents, servants, or employees. Customer shall, at its cost, indemnify and, at Company's option, defend, Company, its officers, directors, employees, agents, and contractors (collectively, the "Company Indemnified Parties") from and against any claims, demands, causes of action, proceedings, assessments, damages, liabilities, settlements, judgments, fines, penalties, interest, costs, and expenses (including without limitation reasonable attorneys' fees, professionals' fees, and court costs), that any Company Indemnified Party may incur arising from or relating to: (a) Customer's breach of this Agreement; (b) any negligence or other tortious conduct by Customer or any of its agents, servants, or employees; and (c) any violation of any applicable law, rule, regulation, or order by Customer or any of its agents, employees, or servants. This Section 15 shall continue in effect notwithstanding any payment in full by Customer for the Services. Customer further understands that Company is relying upon this limitation in determining the cost of the Services.

16. WAIVER OF SUBROGATION. Customer agrees to waive all rights of subrogation as allowed by governing insurance policies. Customer understands and agrees that Company does not assume risk or liability for loss due to fire or damages to the premises referred to herein, property or equipment, or personal injury due to either the operation or non-operation of the Equipment and/or System. Customer further understands that Company is relying upon this waiver in determining the cost of services provided to Customer.

17. REMEDIES CUMULATIVE. The remedies provided in this Agreement in favor of Company upon a breach of this Agreement by Customer shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in Company's favor existing at law or in equity. Company may exercise all remedies, whether or not expressed, successively or concurrently, and any such action shall not operate to release Customer until the full amount of all sums due and to become due under this Agreement have been paid.

18. SEVERABILITY. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable or invalid such provision shall be modified to the extent necessary to eliminate such invalidity or unenforceability and any remaining unenforceability or invalidity shall have no effect on any of the other terms of the Agreement, which shall remain in full force and effect in accordance with its terms.

19. HAZARD TO PERSONNEL.

Customer represents and warrants that, except as otherwise disclosed to Company in writing, in the areas where Company will perform Services there are no: (i) materials or substances classified as toxic or hazardous on or in the walls, floors, ceilings, or other structural members, or otherwise stored in the work area; (ii) situations requiring special precautions; (iii) equipment required by federal, state, or local health or safety regulations; or (iv) unsafe working conditions.

20. RECORDS. The Company has a document destruction policy in effect for all of its customers which will lead to the destruction of this Agreement and any and all related materials, documents, plans or correspondence, in paper or electronic form (collectively, the "Records"). Notwithstanding the foregoing, Customer may, within twelve (12) months following the expiration or termination of this Agreement, provide written notice to the Company requesting the Company to send the Records to Customer at Customer's sole cost and expense. If Customer does not so request the Records from the Company within twelve (12) months following the expiration or termination of this Agreement, the Company shall have no further obligation to produce or maintain the Records.

21. MISCELLANEOUS

- A. **Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the parties regarding the subject matter of this Agreement and supersedes any prior or contemporaneous agreement, understanding, or order between the parties regarding the subject matter of this Agreement. Should the terms and conditions of any purchase order of Customer issued in connection with this Agreement conflict with or add to any provisions of this Agreement, such new terms or different terms are expressly rejected by Company unless otherwise stated in writing by an authorized representative of Company and shall be of no force or effect. No modification of this Agreement shall be binding unless made in writing and signed by both parties.
- B. **Waiver.** No claim or right arising out of this Agreement may be discharged in whole or in part by a waiver of the claim or right unless the waiver is in writing and signed by the waiving party. The waiver or acceptance of any breach by either party of any provision of this Agreement shall not constitute a waiver of or excuse for non-performance as to any other provision of this Agreement, nor as to any prior or subsequent breach of the same provision.
- C. **Governing Law.** This Agreement is made and entered into in the Commonwealth of Pennsylvania and shall be in all respects governed by and construed in accordance with the laws of the United States and the Commonwealth of Pennsylvania as if entirely performed in Pennsylvania and without regard to any conflict of law rules and without regard to any rules of construction or interpretation relating to which party drafted this Agreement. Nothing in this Agreement is intended to supersede, conflict with, or alter Company's rights and Customer's obligations under the Pennsylvania Contractor and Subcontractor Payment Act.
- D. **Jurisdiction.** Customer consents to the exclusive jurisdiction and venue of the Montgomery County Court of Common Pleas of the Commonwealth of Pennsylvania or the United States District Court for the Eastern District of Pennsylvania with respect to the enforcement of this Agreement, the collection of any amounts due under this Agreement, or any disputes arising under this Agreement. Customer agrees that effective service of process may be made upon Customer by U.S. mail under the notice provision contained in Section 21.E.

- E. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to be sufficiently delivered if sent by: (i) hand delivery; (ii) nationally recognized overnight carrier; or (iii) first class mail, to Company at Keystone Fire Protection Co., 433 Industrial Drive, North Wales, PA 19454, Attn: President, and to Customer at the address stated on the first page of this Agreement. Such notice shall be effective on the earlier of actual receipt, refusal by the recipient, or three (3) days after sending. Any party may change the address to which communications are sent by delivering notice of such change to the other party in accordance with this Section 21.E
- F. **Assignment.** This Agreement may not be assigned by Customer, either directly or indirectly (including, without limitation, by merger or sale of capital stock or assets), without the prior written consent of Company, which consent may be withheld by Company, in its sole discretion. This Agreement shall inure to the benefit of and shall be binding upon Company's and Customer's respective successors and permitted assigns.
- G. **Waiver of Jury Trial. The parties expressly waive the right to a trial by jury in any action or proceeding brought relating to this Agreement. The parties prefer that such a dispute be determined by a judge.**
- H **No Set-Off.** Customer has no right to set off against amounts due to Company, and in the event Customer exercises a set off it shall constitute a Default and entitle Company to all of its rights and remedies under this Agreement, including, without limitation, the right to recover interest and attorneys' fees.
- I. **Attorneys' Fees.** Customer shall pay Company's costs, attorneys' fees, and professionals' fees in the event of a dispute between Customer and Company regarding the interpretation or enforcement of this Agreement that results in litigation, in which Company is the prevailing party. Company's right to the foregoing shall not merge with but shall survive the entry of judgment, and shall extend to appeals and collection.
- J. **Commercial Transaction.** The parties acknowledge and agree that this Agreement is a commercial transaction and not for personal, family, or household use.
- K. **Compliance with Laws.** Customer shall comply with all applicable federal, state, and local laws, rules, and ordinances.
- L. **Survival.** All provisions of this Agreement that, by their terms, should survive termination or expiration of this Agreement shall survive such termination or expiration.

END OF SECTION

LIST OF ADDITIONAL SERVICE LOCATIONS:

LOC.			PRICE PER
NO.	LOCATION NAME	ADDRESS OF SERVICE LOCATION(S)	LOCATION
1	Bushkill Elementary	134 North School Drive	Digmans Ferry, PA \$0.00
2			\$0.00
3			\$0.00
4			\$0.00
5			\$0.00
6			\$0.00
7			\$0.00
8			\$0.00
9			\$0.00
10			\$0.00
11			\$0.00
12			\$0.00
13			\$0.00
14			\$0.00
15			\$0.00
16			\$0.00
17			\$0.00
18			\$0.00
19			\$0.00
20			\$0.00
21			\$0.00
22			\$0.00
23			\$0.00
24			\$0.00
25			\$0.00
26			\$0.00
27			\$0.00
28			\$0.00
29			\$0.00

LIST OF SYSTEM(S) TO BE SERVICED:

LOC.	SYS.	INSP.			
NO.	NO.	DUE	SYSTEM TYPE	AREA PROTECTED	DESCRIPTION OF SYSTEM
1	1		Fire Alarm System	Building	(1) Simplex 4020 (1) Annunciator (1) Field Power Supply (13) Pull Stations (61) Smoke Detectors (8) Duct Detectors (11) Heat Detectors (64) Horn/Strobes (64) Strobes (5) Supervisory Switches INSPECTION DUE JULY 2017
09:U309	2		Kitchen System	Kitchen	(1) Dual Tank Anusl R-102 System PRICE INCLUDED FUSIBLE LINKS INSPECTION DUE JULY 2017
	3		Fire Extinguishers	Building	(26) ABC (1) K-CLASS INSPECTION DUE JULY 2017
	4		Wet Sprinkler System	Building	(2) 6" Wet Riser INSPECTION DUE JULY 2017

LIFE-SAFETY SYSTEM SERVICE AGREEMENT

This Life Safety System Service Agreement is entered into by and between **Keystone Fire Protection Co.** (hereinafter referred to as "**Company**") and the Customer whose name and address are set forth below (hereinafter referred to as "**Customer**"). The Life Safety System Service Agreement, the attached Exhibit(s) and the Service Agreement Standard Terms and Conditions attached hereto are collectively referred to as the "**Agreement**". Company agrees to provide inspection and maintenance services to Customer in accordance with this Agreement.

CUSTOMER: East Stroudsburg SD 50 Vine Street East Stroudsburg, PA 18301 ATTN: Scott Ihle PHONE: (570) 656-4283 FAX: x10420	SERVICE SITE INFO: East Stroudsburg Elementary School 93 Independence Road East Stroudsburg ,PA 18301 <input type="checkbox"/>	PROPOSAL DATE: 5/1/2017 LIFE SAFETY ADVISOR: 190 PROPOSAL NO: 17-0290 AGREEMENT EFFECTIVE DATES: FROM: 6/1/2017 TO: 5/30/2020
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SERVICES PROVIDED UNDER THIS AGREEMENT:

For specific information on the equipment and systems covered under this Agreement, please refer to the "List of Systems to be Serviced". In many cases, the systems listed below require different intervals of test and inspection. Please refer to the specified "Exhibit" for each system marked with a "✓" below for information on testing intervals, scope of inspection work, and value-added optional services.

System Type	Quantity	✓	Annual Fee	
Building Fire Alarm System(s)	(1)	✓	\$1,349.00	(See Exhibit A - Fire Alarm System Inspection)
Central Station Monitoring Service				
Clean Agent Extinguishing System(s)				
Automatic Fire Damper(s)				
Pre-Action/Deluge/Foam System(s)				
Restaurant Suppression System(s)	(1)	✓	\$198.00	(See Exhibit C - PreEngineered System Inspection)
Industrial Dry Chemical System(s)				
Emergency Lighting & Exit Sign(s)				
Hand Portable Fire Extinguisher(s)	(30)	✓	\$112.95	(See Exhibit D - Hand Portable Inspection)
Wet Sprinkler & Standpipe System(s)	(3)	✓	\$353.00	(See Exhibit E - Sprinkler System Inspection)
Dry Sprinkler System(s)				
Fire Pump Annual Testing	(1)	✓	\$301.00	(See Exhibit E - Sprinkler System Inspection)
Fire Pump Churn Testing				
Backflow Prevention Device(s)				
Yard Hydrant System(s)				
Fire Hose Inspection				
Annual Investment			\$2,313.95	(Tax Exempt - NOTE: Customer must provide KFPCO with valid exemption certificate to avoid being charged tax.)
Plus Applicable Tax			\$0.00	

ANNUAL INVESTMENT: **\$2,313.95**

KFPCo proposes to bill Customer Annually for a price of \$2,313.95 per installment. Prices valid for 30 days.

Annual investment above includes the cost to perform the inspection(s), only, and any "Additional Required" and/or "Value-Added" Services listed below, marked as "Included". Unless otherwise noted, all replacement parts, repairs, emergency service calls, recharges, or other changes in work scope, will result in charges over and above the stated inspection price. Customer selected optional services such as "Parts Protection Plus" will be billed at the commencement of this agreement and at each successive renewal period.

SERVICE RESPONSE:

Emergency Service Calls:

Our initial response to you will be provided within **(4)** hour(s) of receipt of your call. Company personnel will assess the situation by phone and will determine the required next course of action with you or a designated member of your staff.

On-Site Response Time:

Service personnel will arrive at your facility within **(24)** hour(s) of your phoned request, if it is determined that a site service visit is required. Please advise your Life Safety Specialist if a higher priority on-site response is required.

SERVICE LABOR RATES:

While our inspection and testing services are designed to reduce the need for emergency service visits, should you require a technician to respond to your site, we are available 24 hours a day, 7 days a week, 52 weeks per year. The following is a description of our labor charges for normal business hours, and our policy regarding overtime and holidays.

Standard Travel and Labor Rates:

	Standard	Agreement
	<u>Rates</u>	<u>Rates</u>
Normal Business Hours - 8:00 AM to 4:30 PM, Monday through Friday		
Extinguisher, Restaurant, or Shop Labor (Per Hour)	\$112.00	\$93.00
Sprinkler, Alarm or Suppression Labor (Per Hour)	\$134.00	\$112.00
Network Alarm & Security Labor (Per Hour)	\$196.00	\$163.00
2 Hour Minimum Billing		
Overtime Hours - After 4:30 PM Monday through Friday & all day Saturday		
Extinguisher, Restaurant, or Shop Labor (Per Hour)	\$142.00	\$118.00
Sprinkler, Alarm or Suppression Labor (Per Hour)	\$169.00	\$141.00
Network Alarm & Security Labor (Per Hour)	\$247.00	\$206.00
4 Hour Minimum Billing		
Sunday & Holiday Hours - All day Sunday & Holidays **		
Extinguisher, Restaurant, or Shop Labor (Per Hour)	\$163.00	\$136.00
Sprinkler, Alarm or Suppression Labor (Per Hour)	\$196.00	\$163.00
Network Alarm & Security Labor (Per Hour)	\$284.00	\$237.00

All Service Calls are Subject to:

- Minimum Hourly Billing as noted above
- Billing in half-hour increments (after time exceeds minimum billing)
- Plus Travel Time, portal to portal
- Invoices due and payable: **NET 20 DAYS**

Service Replacement Parts:

- All replacement parts deemed necessary to maintain listed systems in an operable state will be itemized and billed as an extra at the Manufacturer's suggested list price .

***New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Thanksgiving Friday, Christmas Eve, and Christmas Day (should any of these days fall on a Saturday, holiday will be observed on the previous Friday; should any of these days fall on a Sunday, holiday will be observed the following Monday).*

ACCEPTANCE OF AGREEMENT:

This Agreement has been read, understood and hereby accepted. By the signature below and your initials on the subsequent pages, you are hereby authorizing Company to perform the work as specified. Payment will be made as outlined above:

KEYSTONE FIRE PROTECTION COMPANY

CUSTOMER

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Email Address

Date

ADDITIONAL REQUIRED SERVICES:

In addition to the above-described services to be performed, your life safety systems may require one or more of the following additional tests or services to be conducted during the coverage period of this agreement. These services are typically preventative maintenances and/or invasive tests, done on less frequent intervals, to further ensure the functional effectiveness of your system(s). Where noted, these services are required by code and must be performed at the appropriate intervals to certify your system(s). Please take a moment to review the *Glossary of Services* sheet which describes the benefits of these required services. Unless indicated otherwise below, these services will only be quoted on a **Time & Material (T&M)** basis, at the contracted labor rates in effect at the time of the testing. Tests and services which do not pertain to your life safety systems will be marked with an "N/A" indicating that they are not applicable.

<input type="checkbox"/>	Smoke Detector Sensitivity Testing - required by NFPA Pamphlet 72 (bi-annually)		\$ 224.00
<input type="checkbox"/>	Decibel (dB) Testing of Fire Alarms - required by City of Philadelphia Fire Code		N/A
<input type="checkbox"/>	Room Integrity Door Fan Testing - recommended by NFPA 2001 & 12A (annually)		N/A
<input type="checkbox"/>	Monthly Extinguisher Inspections - required by NFPA Pamphlet 10 (monthly)	Per month:	\$ 82.50
<input type="checkbox"/>	Pipe Obstruction Investigation - required by NFPA Pamphlet 25 (5 year intervals)		N/A
<input type="checkbox"/>	Sprinkler Gauge Replacement - required by NFPA Pamphlet 25 (5 year intervals)		N/A
<input type="checkbox"/>	Antifreeze Solution Testing - required by NFPA Pamphlet 25 (annually)		N/A
<input type="checkbox"/>	Fire Department Connection Backflush - required by City of Phila. (5 year intervals)		N/A
<input type="checkbox"/>	Standpipe & Hose Connection Flow Test - required by City of Phila. (5 year intervals)		N/A
<input type="checkbox"/>	Standpipe & Hose Connection Hydro Test - required by City of Phila. (5 year intervals)		N/A
<input type="checkbox"/>	Alarm Valve Internal Inspection - required by City of Phila. (5 year intervals)		N/A

VALUE-ADDED (OPTIONAL) SERVICES:

Keystone is also proud to offer the following value-added services which will enhance your overall service experience with us. Please take a moment to review the *Glossary of Services* sheet which describes the benefits of these money-saving services. Those services which do not pertain to your life safety systems will be marked with an "N/A" indicating that they are not applicable.

<input type="checkbox"/>	Rapid Repair™ Same-Day Deficiency Correction Program		
<input type="checkbox"/>	Parts Protection Plus™ Covering: Alarm _____ Suppression _____ Pre-Action _____		N/A
<input type="checkbox"/>	Smoke Detector Cleaning		\$ 177.00
<input type="checkbox"/>	After Hours Testing of Audible Alarm Devices		\$ 660.00
<input type="checkbox"/>	Central Station Monitoring - One-Time Equipment Set-Up Investment		N/A
<input type="checkbox"/>	Nozzle Plan Plus™ Nozzle & Blow-Off Cap Replacement Coverage for Restaurant Systems		\$ 55.00
<input type="checkbox"/>	xTEND-GUISHER™ - All-Inclusive Fire Extinguisher Maintenance Plan		\$ 607.20
<input checked="" type="checkbox"/>	ePlace™ - Extinguisher and Field Device Placement Reporting		Included
<input type="checkbox"/>	Employee Fire Extinguisher Training - Classroom Only (2 Hr. Minimum)	Per Hour:	\$ 150.00
<input type="checkbox"/>	Live Hands-On Fire Extinguisher Training - (Classroom Training Req'd.)	Per Person:	\$ 12.50

Place an "X" in the box to the left of each service that you wish to select. Keystone will only provide those services which have been selected by you and authorized with a signature at the bottom of this page.

ACCEPTANCE OF ADDITIONAL & OPTIONAL SERVICES:

I authorize Keystone Fire Protection Co. to add the services marked above with an "X" to my *Annual Investment* from Page 1:

CUSTOMER

Signature

Title

Printed Name

Date

- 1. AGREEMENT.** This Agreement shall become effective (the "Effective Date") upon the later of (i) execution by the customer identified on the first page of this Agreement ("Customer") and (ii) acceptance and execution of this Agreement by a duly authorized representative of Keystone Fire Protection Co. ("Company").
- 2. SALE OF MAINTENANCE AND SERVICE.** Company shall sell to Customer and Customer shall purchase from Company the maintenance and services ("Services") identified in this Agreement to be performed on Customer's equipment ("Equipment") or fire system ("System"). Customer may order additions, deletions, revisions or other changes in the Services within the general scope of this Agreement provided that if such changes affect the cost of the work to be performed, or the time required for completion of the work to be performed, as determined in the reasonable discretion of the Company, the Agreement, deadlines and the amount to be paid to Company shall be adjusted in the sole discretion of the Company. Company shall be under no obligation to perform the additions, deletions, revisions or other changes in the work requested by Customer in the absence of a written amendment to this Agreement that complies with Section 21.A of this Agreement.
- 3. PURCHASE PRICE AND PAYMENT.** Customer shall pay Company in accordance with the terms set forth in this Agreement or as otherwise set forth on Company's invoice. Company's prices are exclusive of insurance, shipping, handling, and taxes with respect to the purchase of any Services, Equipment, or System. All charges shall be paid NET the number of days from the date of invoice, as set forth on the second page of this agreement. If Customer fails to make any payments when due, a finance charge of 15% per annum will accrue from the due date until paid. If Company retains a collection agency, legal counsel, or incurs any out-of-pocket costs to collect overdue payments, all such collection costs (including without limitation attorneys' fees) shall be paid by Customer. Company shall not be obligated to extend credit or financing terms to Customer. Customer acknowledges that, other than Company's completion of the Services, payment to Company is not contingent on any occurrence, matter or event, including, without limitation, Customer's receipt of payment from any third party such as an owner or insurance company.
- 4. LIMITATIONS OF SERVICE.**
- Deficiency Correction.** Customer agrees that any Equipment or System out of warranty prior to the start of this Agreement shall be inspected by a Company Field Service Technician. If Company discovers any deficiencies, Company shall submit repair charges to Customer in writing at the then-prevailing Company prices and hourly rates. Should Customer decline such repair charges, Company may eliminate the deficient Equipment or System from coverage under this Agreement and adjust the price accordingly.
- Abnormal Use.** Service under this Agreement does not include repairs or servicing made necessary by or arising out of:
- any causes other than normal use of the Equipment or System, as determined in the sole discretion of Company including, without limitation: (a) the fault or negligence of Customer or any third party; (b) operation of the Equipment or System not in accordance with Company's or the manufacturer's specifications (including, without limitation, failure to provide a suitable installation and operation environment); or (c) use of the Equipment or System for purposes other than those for which it is designed;
 - any causes external to the Equipment or System including without limitation: (a) failure or fluctuation of electrical power; (b) use of non-Company approved or recommended suppliers or attachments; (c) moving the Equipment or System; or (d) the occurrence of any events set forth in Section 10;
 - repair, servicing or alterations to the Equipment or System by anyone other than an authorized Company service representative or without the written consent of Company; or representative or without the written consent of Company;
 - alteration or relocation of Equipment or System and/or topographical changes to the area protected by the Equipment or System.
- 5. CUSTOMER RESPONSIBILITIES.**
- Site Environment.** The Equipment and System are designed to operate within certain power, temperature, and humidity ranges as specified in the appropriate operating manual for the Equipment and System. Customer shall prepare and maintain the site in conformity with such specifications. Customer assumes all responsibility for any Equipment or System malfunction that occurs as a result of operation outside of such specifications, including without limitation the cost of repairing or replacing the malfunctioning Equipment or System.
- Access.** Customer shall provide Company with access to the Equipment and System and adequate working space and facilities within a reasonable distance of the Equipment and System. Company will be free to start and stop all primary equipment incidental to the operation of the Equipment and System.
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- Customer Representative.** A representative of Customer shall be present at the site at all times Services are being performed by Company. Unless otherwise agreed to, Company personnel will not enter or remain at the site in the absence of a Customer representative.
- 6. TERM; TERMINATION.** The initial term (the "Initial Term") of this Agreement shall be for a one (1) year period commencing on the Effective Date. This Agreement shall automatically renew for successive one (1) year periods (each a "Renewal Term"; the Initial Term and all Renewal Terms are collectively the "Term") until terminated in writing as provided in this Agreement. Each Renewal Term shall be subject to the terms and conditions of this Agreement, except that the service fee due to Company for each Renewal Term shall be at the rate then charged by Company for similar inspection services. Either party may terminate this Agreement by giving the other party written notice of termination at least thirty (30) days prior to the end of the then-current Initial Term or Renewal Term, as applicable, unless earlier terminated by Company in accordance with Section 8.
- 7. DEFAULT.** Any one or more of the following shall constitute a default by Customer under this Agreement (each, a "Default"): (i) Customer is delinquent in payment of any sums due under this Agreement; (ii) Customer fails to comply with any term or provision of this Agreement; (iii) Customer files a petition in bankruptcy or Customer has a bankruptcy petition filed against it; (iv) Customer is unable to pay its debts as they mature, as determined by Company in its sole discretion; or (v) Customer makes an assignment for the benefit of its creditors.
- 8. REMEDIES.** In the event of a Default, Company may exercise any one or more of the following remedies, in any combination:
- Discontinuance of Service.** Company, at its option, may immediately terminate this Agreement or refuse to continue to service this Equipment or System or may elect to furnish service on another basis, including, without limitation, on a C.O.D. "Per Call" basis.
- Acceleration.** Company may accelerate all amounts due under this Agreement for the then-current Initial Term or Renewal Term of this Agreement, as applicable (including any Renewal Term). The parties agree that such acceleration is not a penalty, but is in the nature of liquidated damages because the parties agree Company's actual damages would be impossible to determine.
- 9. TAXES.** Except as set forth on the first page of this Agreement, the fees paid under this Agreement do not include any applicable taxes and Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed on or with respect to the Services. If Customer is tax-exempt, then prior to executing this Agreement, Customer will provide Company with a valid and correct tax exemption certificate. Failure to provide a tax exemption certificate in a timely fashion may result in Customer losing the advantages of tax exemption with regard to the transactions contemplated by this Agreement.
- 10. FORCE MAJEURE.** Company will be excused from any delay or failure to perform under this Agreement due, in whole or in part, directly or indirectly, to any cause beyond Company's reasonable control, including without limitation labor difficulties, fire, casualty or accidents, acts of God, civil disorder, transportation difficulties, shortage of fuel, labor or materials, governmental acts or restrictions, or Customer's denial to Company of full access to the Equipment or System.

11. LIMITATION OF LIABILITY.

- A. *Company shall have no liability for indirect, incidental, exemplary, consequential, punitive, or special damages, including without limitation lost profits, loss of income, or loss of goodwill, arising out of this Agreement or the use or possession of the Equipment or System(s), however caused and under any theory of liability (including without limitation negligence), whether based in contract, tort, or any other cause of action, even if Company has been advised of the possibility of such damages.*
- B. *Company's total liability to Customer for any breach by Company under this Agreement or any claim of Customer against Company related to this Agreement, directly or indirectly, is limited to the lesser of a refund of the fees paid by Customer under this Agreement (not to exceed one year's fees paid under this Agreement) or the actual direct damage suffered by Customer.*

12. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES.

- A. Company warrants that all Services will be performed in a workmanlike manner and in compliance with applicable laws and regulations.
- B. *Except as expressly stated in this Agreement, Company makes no warranty, express or implied, regarding the Services to be provided by Company, the Equipment, or the System(s), including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and Customer expressly waives all such warranties.*

13. BREACH BY COMPANY. Customer expressly agrees that no action at law or in equity shall be maintained by Customer against Company for Company's alleged breach of this Agreement or violation of any federal or state law now in effect or enacted in the future with respect to any obligation or duty incurred under this Agreement by Company unless Customer notifies Company in writing at the address specified in this Agreement within ten (10) days from date of such alleged breach or violation, and provided Company does not remedy or correct the breach or violation within sixty (60) days from the receipt of such notice.

14. TIME LIMITATION. All claims, actions or proceedings, legal or equitable, against Company must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or such claim, action or proceeding is barred, time being of the essence of this Section 14.

15. INDEMNIFICATION. Customer assumes financial and legal responsibility for damage or injury (including without limitation death) to all persons, and property damage or loss of use thereof, caused by, resulting from, or arising out of any negligence caused by or contributed to by Customer, its agents, servants, or employees. Customer shall, at its cost, indemnify and, at Company's option, defend, Company, its officers, directors, employees, agents, and contractors (collectively, the "Company Indemnified Parties") from and against any claims, demands, causes of action, proceedings, assessments, damages, liabilities, settlements, judgments, fines, penalties, interest, costs, and expenses (including without limitation reasonable attorneys' fees, professionals' fees, and court costs), that any Company Indemnified Party may incur arising from or relating to: (a) Customer's breach of this Agreement; (b) any negligence or other tortious conduct by Customer or any of its agents, servants, or employees; and (c) any violation of any applicable law, rule, regulation, or order by Customer or any of its agents, employees, or servants. This Section 15 shall continue in effect notwithstanding any payment in full by Customer for the Services. Customer further understands that Company is relying upon this limitation in determining the cost of the Services.

16. WAIVER OF SUBROGATION. Customer agrees to waive all rights of subrogation as allowed by governing insurance policies. Customer understands and agrees that Company does not assume risk or liability for loss due to fire or damages to the premises referred to herein, property or equipment, or personal injury due to either the operation or non-operation of the Equipment and/or System. Customer further understands that Company is relying upon this waiver in determining the cost of services provided to Customer.

17. REMEDIES CUMULATIVE. The remedies provided in this Agreement in favor of Company upon a breach of this Agreement by Customer shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in Company's favor existing at law or in equity. Company may exercise all remedies, whether or not expressed, successively or concurrently, and any such action shall not operate to release Customer until the full amount of all sums due and to become due under this Agreement have been paid.

18. SEVERABILITY. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable or invalid such provision shall be modified to the extent necessary to eliminate such invalidity or unenforceability and any remaining unenforceability or invalidity shall have no effect on any of the other terms of the Agreement, which shall remain in full force and effect in accordance with its terms.

19. HAZARD TO PERSONNEL.

Customer represents and warrants that, except as otherwise disclosed to Company in writing, in the areas where Company will perform Services there are no: (i) materials or substances classified as toxic or hazardous on or in the walls, floors, ceilings, or other structural members, or otherwise stored in the work area; (ii) situations requiring special precautions; (iii) equipment required by federal, state, or local health or safety regulations; or (iv) unsafe working conditions.

20. RECORDS. The Company has a document destruction policy in effect for all of its customers which will lead to the destruction of this Agreement and any and all related materials, documents, plans or correspondence, in paper or electronic form (collectively, the "Records"). Notwithstanding the foregoing, Customer may, within twelve (12) months following the expiration or termination of this Agreement, provide written notice to the Company requesting the Company to send the Records to Customer at Customer's sole cost and expense. If Customer does not so request the Records from the Company within twelve (12) months following the expiration or termination of this Agreement, the Company shall have no further obligation to produce or maintain the Records.

21. MISCELLANEOUS

- A. **Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the parties regarding the subject matter of this Agreement and supersedes any prior or contemporaneous agreement, understanding, or order between the parties regarding the subject matter of this Agreement. Should the terms and conditions of any purchase order of Customer issued in connection with this Agreement conflict with or add to any provisions of this Agreement, such new terms or different terms are expressly rejected by Company unless otherwise stated in writing by an authorized representative of Company and shall be of no force or effect. No modification of this Agreement shall be binding unless made in writing and signed by both parties.
- B. **Waiver.** No claim or right arising out of this Agreement may be discharged in whole or in part by a waiver of the claim or right unless the waiver is in writing and signed by the waiving party. The waiver or acceptance of any breach by either party of any provision of this Agreement shall not constitute a waiver of or excuse for non-performance as to any other provision of this Agreement, nor as to any prior or subsequent breach of the same provision.
- C. **Governing Law.** This Agreement is made and entered into in the Commonwealth of Pennsylvania and shall be in all respects governed by and construed in accordance with the laws of the United States and the Commonwealth of Pennsylvania as if entirely performed in Pennsylvania and without regard to any conflict of law rules and without regard to any rules of construction or interpretation relating to which party drafted this Agreement. Nothing in this Agreement is intended to supersede, conflict with, or alter Company's rights and Customer's obligations under the Pennsylvania Contractor and Subcontractor Payment Act.
- D. **Jurisdiction.** Customer consents to the exclusive jurisdiction and venue of the Montgomery County Court of Common Pleas of the Commonwealth of Pennsylvania or the United States District Court for the Eastern District of Pennsylvania with respect to the enforcement of this Agreement, the collection of any amounts due under this Agreement, or any disputes arising under this Agreement. Customer agrees that effective service of process may be made upon Customer by U.S. mail under the notice provision contained in Section 21.E.

- E. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to be sufficiently delivered if sent by: (i) hand delivery; (ii) nationally recognized overnight carrier; or (iii) first class mail, to Company at Keystone Fire Protection Co., 433 Industrial Drive, North Wales, PA 19454, Attn: President, and to Customer at the address stated on the first page of this Agreement. Such notice shall be effective on the earlier of actual receipt, refusal by the recipient, or three (3) days after sending. Any party may change the address to which communications are sent by delivering notice of such change to the other party in accordance with this Section 21.E
- F. Assignment. This Agreement may not be assigned by Customer, either directly or indirectly (including, without limitation, by merger or sale of capital stock or assets), without the prior written consent of Company, which consent may be withheld by Company, in its sole discretion. This Agreement shall inure to the benefit of and shall be binding upon Company's and Customer's respective successors and permitted assigns.
- G. Waiver of Jury Trial. **The parties expressly waive the right to a trial by jury in any action or proceeding brought relating to this Agreement. The parties prefer that such a dispute be determined by a judge.**
- H No Set-Off. Customer has no right to set off against amounts due to Company, and in the event Customer exercises a set off it shall constitute a Default and entitle Company to all of its rights and remedies under this Agreement, including, without limitation, the right to recover interest and attorneys' fees.
- I. Attorneys' Fees. Customer shall pay Company's costs, attorneys' fees, and professionals' fees in the event of a dispute between Customer and Company regarding the interpretation or enforcement of this Agreement that results in litigation, in which Company is the prevailing party. Company's right to the foregoing shall not merge with but shall survive the entry of judgment, and shall extend to appeals and collection.
- J. Commercial Transaction. The parties acknowledge and agree that this Agreement is a commercial transaction and not for personal, family, or household use.
- K. Compliance with Laws. Customer shall comply with all applicable federal, state, and local laws, rules, and ordinances.
- L. Survival. All provisions of this Agreement that, by their terms, should survive termination or expiration of this Agreement shall survive such termination or expiration.

END OF SECTION

LIST OF ADDITIONAL SERVICE LOCATIONS:

LOC.				PRICE PER
NO.	LOCATION NAME	ADDRESS OF SERVICE LOCATION(S)		LOCATION
1	East Stroudsburg	Elementary School	93 Independence Road	\$0.00
2				\$0.00
3				\$0.00
4				\$0.00
5				\$0.00
6				\$0.00
7				\$0.00
8				\$0.00
9				\$0.00
10				\$0.00
11				\$0.00
12				\$0.00
13				\$0.00
14				\$0.00
15				\$0.00
16				\$0.00
17				\$0.00
18				\$0.00
19				\$0.00
20				\$0.00
21				\$0.00
22				\$0.00
23				\$0.00
24				\$0.00
25				\$0.00
26				\$0.00
27				\$0.00
28				\$0.00
29				\$0.00

LIST OF SYSTEM(S) TO BE SERVICED:

LOC.	SYS.	INSP.			
NO.	NO.	DUE	SYSTEM TYPE	AREA PROTECTED	DESCRIPTION OF SYSTEM
1	1		Fire Alarm System	Building	(1) Notifier NFS 2-640 (1) Annunciator (1) Field Power Supply (20) Pull Stations (9) Smoke Detectors (21) Duct Detectors (3) Heat Detectors (17) Supervisory Switches (158) Speakers (180) Strobes INSPECTION DUE JULY 2017
	2		Fire Extinguishers	Building	(28) ABC (1) K-Class (1) Haltron INSPECTION DUE JULY 2017
	3		Kitchen System	Kitchen	(1) Single Tank Range Guard ***PRICE INCLUDE FUSIBLE LINKS*** INSPECTION DUE JULY 2017
	4		Wet Sprinkler System	Building	(2) 4" Wet Riser INSPECTION DUE JULY 2017
	5		Fire Pump	Building	(1) 500GPM Pump INSPECTION DUE JULY 2017

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LIFE-SAFETY SYSTEM SERVICE AGREEMENT

This Life Safety System Service Agreement is entered into by and between **Keystone Fire Protection Co.** (hereinafter referred to as "**Company**") and the Customer whose name and address are set forth below (hereinafter referred to as "**Customer**"). The Life Safety System Service Agreement, the attached Exhibit(s) and the Service Agreement Standard Terms and Conditions attached hereto are collectively referred to as the "**Agreement**". Company agrees to provide inspection and maintenance services to Customer in accordance with this Agreement.

CUSTOMER:	SERVICE SITE INFO:	PROPOSAL DATE:
East Stroudsburg SD	J. M. Hill	5/1/2017
50 Vine Street	151 East Broad Street	LIFE SAFETY ADVISOR:
East Stroudsburg, PA	East Stroudsburg ,PA	190
18301	18301	PROPOSAL NO:
	<input type="checkbox"/>	17-0291
ATTN: Scott Ihle		AGREEMENT EFFECTIVE DATES:
PHONE: (570) 656-4283		FROM: 6/1/2017
FAX: x10420		TO: 5/30/2020

SERVICES PROVIDED UNDER THIS AGREEMENT:

For specific information on the equipment and systems covered under this Agreement, please refer to the "List of Systems to be Serviced". In many cases, the systems listed below require different intervals of test and inspection. Please refer to the specified "Exhibit" for each system marked with a "✓" below for information on testing intervals, scope of inspection work, and value-added optional services.

System Type	Quantity	Annual Fee	
Building Fire Alarm System(s)	(1) ✓	\$638.00	(See Exhibit A - Fire Alarm System Inspection)
Central Station Monitoring Service			
Clean Agent Extinguishing System(s)			
Automatic Fire Damper(s)			
Pre-Action/Deluge/Foam System(s)			
Restaurant Suppression System(s)			
Industrial Dry Chemical System(s)			
Emergency Lighting & Exit Sign(s)			
Hand Portable Fire Extinguisher(s)	(27) ✓	\$99.00	(See Exhibit D - Hand Portable Inspection)
Wet Sprinkler & Standpipe System(s)	(2) ✓	\$264.00	(See Exhibit E - Sprinkler System Inspection)
Dry Sprinkler System(s)			
Fire Pump Annual Testing			
Fire Pump Churn Testing			
Backflow Prevention Device(s)			
Yard Hydrant System(s)			
Fire Hose Inspection			
Annual Investment		\$1,001.00	(Tax Exempt - NOTE: Customer must provide KFPCO with valid exemption certificate to avoid being charged tax.)
Plus Applicable Tax		\$0.00	

ANNUAL INVESTMENT: **\$1,001.00**

KFPCo proposes to bill Customer Annually for a price of \$1,001.00 per installment. Prices valid for 30 days.

Annual investment above includes the cost to perform the inspection(s), only, and any "Additional Required" and/or "Value-Added" Services listed below, marked as "Included". Unless otherwise noted, all replacement parts, repairs, emergency service calls, recharges, or other changes in work scope, will result in charges over and above the stated inspection price. Customer selected optional services such as "Parts Protection Plus" will be billed at the commencement of this agreement and at each successive renewal period.

SERVICE RESPONSE:

Emergency Service Calls:

Our initial response to you will be provided within (4) hour(s) of receipt of your call. Company personnel will assess the situation by phone and will determine the required next course of action with you or a designated member of your staff.

On-Site Response Time:

Service personnel will arrive at your facility within (24) hour(s) of your phoned request, if it is determined that a site service visit is required. Please advise your Life Safety Specialist if a higher priority on-site response is required.

SERVICE LABOR RATES:

While our inspection and testing services are designed to reduce the need for emergency service visits, should you require a technician to respond to your site, we are available 24 hours a day, 7 days a week, 52 weeks per year. The following is a description of our labor charges for normal business hours, and our policy regarding overtime and holidays.

Standard Travel and Labor Rates:

		Standard	Agreement
		<u>Rates</u>	<u>Rates</u>
Normal Business Hours - 8:00 AM to 4:30 PM, Monday through Friday			
Extinguisher, Restaurant, or Shop Labor	(Per Hour)	\$112.00	\$93.00
Sprinkler, Alarm or Suppression Labor	(Per Hour)	\$134.00	\$112.00
Network Alarm & Security Labor	(Per Hour)	\$196.00	\$163.00
2 Hour Minimum Billing			
Overtime Hours - After 4:30 PM Monday through Friday & all day Saturday			
Extinguisher, Restaurant, or Shop Labor	(Per Hour)	\$142.00	\$118.00
Sprinkler, Alarm or Suppression Labor	(Per Hour)	\$169.00	\$141.00
Network Alarm & Security Labor	(Per Hour)	\$247.00	\$206.00
4 Hour Minimum Billing			
Sunday & Holiday Hours - All day Sunday & Holidays **			
Extinguisher, Restaurant, or Shop Labor	(Per Hour)	\$163.00	\$136.00
Sprinkler, Alarm or Suppression Labor	(Per Hour)	\$196.00	\$163.00
Network Alarm & Security Labor	(Per Hour)	\$284.00	\$237.00

All Service Calls are Subject to:

- Minimum Hourly Billing as noted above
- Billing in half-hour increments (after time exceeds minimum billing)
- Plus Travel Time, portal to portal
- Invoices due and payable: **NET 20 DAYS**

Service Replacement Parts:

- All replacement parts deemed necessary to maintain listed systems in an operable state will be itemized and billed as an extra at the Manufacturer's suggested list price .

***New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Thanksgiving Friday, Christmas Eve, and Christmas Day (should any of these days fall on a Saturday, holiday will be observed on the previous Friday; should any of these days fall on a Sunday, holiday will be observed the following Monday).*

ACCEPTANCE OF AGREEMENT:

This Agreement has been read, understood and hereby accepted. By the signature below and your initials on the subsequent pages, you are hereby authorizing Company to perform the work as specified. Payment will be made as outlined above:

KEYSTONE FIRE PROTECTION COMPANY

CUSTOMER

Signature

Printed Name

Title

Date

Signature

Printed Name

Title

Email Address

Date

ADDITIONAL REQUIRED SERVICES:

In addition to the above-described services to be performed, your life safety systems may require one or more of the following additional tests or services to be conducted during the coverage period of this agreement. These services are typically preventative maintenances and/or invasive tests, done on less frequent intervals, to further ensure the functional effectiveness of your system(s). Where noted, these services are required by code and must be performed at the appropriate intervals to certify your system(s). Please take a moment to review the *Glossary of Services* sheet which describes the benefits of these required services. Unless indicated otherwise below, these services will only be quoted on a **Time & Material (T&M)** basis, at the contracted labor rates in effect at the time of the testing. Tests and services which do not pertain to your life safety systems will be marked with an "N/A" indicating that they are not applicable.

<input type="checkbox"/>	Smoke Detector Sensitivity Testing - required by NFPA Pamphlet 72 (bi-annually)		\$ 173.00
<input type="checkbox"/>	Decibel (dB) Testing of Fire Alarms - required by City of Philadelphia Fire Code		N/A
<input type="checkbox"/>	Room Integrity Door Fan Testing - recommended by NFPA 2001 & 12A (annually)		N/A
<input type="checkbox"/>	Monthly Extinguisher Inspections - required by NFPA Pamphlet 10 (monthly)	Per month:	\$ 74.25
<input type="checkbox"/>	Pipe Obstruction Investigation - required by NFPA Pamphlet 25 (5 year intervals)		N/A
<input type="checkbox"/>	Sprinkler Gauge Replacement - required by NFPA Pamphlet 25 (5 year intervals)		N/A
<input type="checkbox"/>	Antifreeze Solution Testing - required by NFPA Pamphlet 25 (annually)		N/A
<input type="checkbox"/>	Fire Department Connection Backflush - required by City of Phila. (5 year intervals)		N/A
<input type="checkbox"/>	Standpipe & Hose Connection Flow Test - required by City of Phila. (5 year intervals)		N/A
<input type="checkbox"/>	Standpipe & Hose Connection Hydro Test - required by City of Phila. (5 year intervals)		N/A
<input type="checkbox"/>	Alarm Valve Internal Inspection - required by City of Phila. (5 year intervals)		N/A

VALUE-ADDED (OPTIONAL) SERVICES:

Keystone is also proud to offer the following value-added services which will enhance your overall service experience with us. Please take a moment to review the *Glossary of Services* sheet which describes the benefits of these money-saving services. Those services which do not pertain to your life safety systems will be marked with an "N/A" indicating that they are not applicable.

<input type="checkbox"/>	Rapid Repair™ Same-Day Deficiency Correction Program		
<input type="checkbox"/>	Parts Protection Plus™ Covering: Alarm _____ Suppression _____ Pre-Action _____		N/A
<input type="checkbox"/>	Smoke Detector Cleaning		\$ 117.00
<input type="checkbox"/>	After Hours Testing of Audible Alarm Devices		\$ 470.00
<input type="checkbox"/>	Central Station Monitoring - One-Time Equipment Set-Up Investment		N/A
<input type="checkbox"/>	Nozzle Plan Plus™ Nozzle & Blow-Off Cap Replacement Coverage for Restaurant Systems		N/A
<input type="checkbox"/>	xTEND-GUISHER™ - All-Inclusive Fire Extinguisher Maintenance Plan		\$ 498.20
<input checked="" type="checkbox"/>	ePlace™ - Extinguisher and Field Device Placement Reporting		Included
<input type="checkbox"/>	Employee Fire Extinguisher Training - Classroom Only (2 Hr. Minimum)	Per Hour:	\$ 150.00
<input type="checkbox"/>	Live Hands-On Fire Extinguisher Training - (Classroom Training Req'd.)	Per Person:	\$ 12.50

Place an "X" in the box to the left of each service that you wish to select. Keystone will only provide those services which have been selected by you and authorized with a signature at the bottom of this page.

ACCEPTANCE OF ADDITIONAL & OPTIONAL SERVICES:

I authorize Keystone Fire Protection Co. to add the services marked above with an "X" to my *Annual Investment* from Page 1:

CUSTOMER

Signature _____

Title _____

Printed Name _____

Date _____

- 1. AGREEMENT.** This Agreement shall become effective (the "Effective Date") upon the later of (i) execution by the customer identified on the first page of this Agreement ("Customer") and (ii) acceptance and execution of this Agreement by a duly authorized representative of Keystone Fire Protection Co. ("Company").
- 2. SALE OF MAINTENANCE AND SERVICE.** Company shall sell to Customer and Customer shall purchase from Company the maintenance and services ("Services") identified in this Agreement to be performed on Customer's equipment ("Equipment") or fire system ("System"). Customer may order additions, deletions, revisions or other changes in the Services within the general scope of this Agreement provided that if such changes affect the cost of the work to be performed, or the time required for completion of the work to be performed, as determined in the reasonable discretion of the Company, the Agreement, deadlines and the amount to be paid to Company shall be adjusted in the sole discretion of the Company. Company shall be under no obligation to perform the additions, deletions, revisions or other changes in the work requested by Customer in the absence of a written amendment to this Agreement that complies with Section 21.A of this Agreement.
- 3. PURCHASE PRICE AND PAYMENT.** Customer shall pay Company in accordance with the terms set forth in this Agreement or as otherwise set forth on Company's invoice. Company's prices are exclusive of insurance, shipping, handling, and taxes with respect to the purchase of any Services, Equipment, or System. All charges shall be paid NET the number of days from the date of invoice, as set forth on the second page of this agreement. If Customer fails to make any payments when due, a finance charge of 15% per annum will accrue from the due date until paid. If Company retains a collection agency, legal counsel, or incurs any out-of-pocket costs to collect overdue payments, all such collection costs (including without limitation attorneys' fees) shall be paid by Customer. Company shall not be obligated to extend credit or financing terms to Customer. Customer acknowledges that, other than Company's completion of the Services, payment to Company is not contingent on any occurrence, matter or event, including, without limitation, Customer's receipt of payment from any third party such as an owner or insurance company.
- 4. LIMITATIONS OF SERVICE.**
- Deficiency Correction.** Customer agrees that any Equipment or System out of warranty prior to the start of this Agreement shall be inspected by a Company Field Service Technician. If Company discovers any deficiencies, Company shall submit repair charges to Customer in writing at the then-prevailing Company prices and hourly rates. Should Customer decline such repair charges, Company may eliminate the deficient Equipment or System from coverage under this Agreement and adjust the price accordingly.
- Abnormal Use.** Service under this Agreement does not include repairs or servicing made necessary by or arising out of:
- i) any causes other than normal use of the Equipment or System, as determined in the sole discretion of Company including, without limitation: (a) the fault or negligence of Customer or any third party; (b) operation of the Equipment or System not in accordance with Company's or the manufacturer's specifications (including, without limitation, failure to provide a suitable installation and operation environment); or (c) use of the Equipment or System for purposes other than those for which it is designed;
 - ii) any causes external to the Equipment or System including without limitation: (a) failure or fluctuation of electrical power; (b) use of non-Company approved or recommended suppliers or attachments; (c) moving the Equipment or System; or (d) the occurrence of any events set forth in Section 10;
 - iii) repair, servicing or alterations to the Equipment or System by anyone other than an authorized Company service representative or without the written consent of Company; or representative or without the written consent of Company;
 - iv) alteration or relocation of Equipment or System and/or topographical changes to the area protected by the Equipment or System.
- 5. CUSTOMER RESPONSIBILITIES.**
- Site Environment.** The Equipment and System are designed to operate within certain power, temperature, and humidity ranges as specified in the appropriate operating manual for the Equipment and System. Customer shall prepare and maintain the site in conformity with such specifications. Customer assumes all responsibility for any Equipment or System malfunction that occurs as a result of operation outside of such specifications, including without limitation the cost of repairing or replacing the malfunctioning Equipment or System.
- Access.** Customer shall provide Company with access to the Equipment and System and adequate working space and facilities within a reasonable distance of the Equipment and System. Company will be free to start and stop all primary equipment incidental to the operation of the Equipment and System.
- Operating Procedures.** Customer will follow routine operating procedures as specified in the operating manuals for the Equipment and System.
- Customer Representative.** A representative of Customer shall be present at the site at all times Services are being performed by Company. Unless otherwise agreed to, Company personnel will not enter or remain at the site in the absence of a Customer representative.
- 6. TERM; TERMINATION.** The initial term (the "Initial Term") of this Agreement shall be for a one (1) year period commencing on the Effective Date. This Agreement shall automatically renew for successive one (1) year periods (each a "Renewal Term"; the Initial Term and all Renewal Terms are collectively the "Term") until terminated in writing as provided in this Agreement. Each Renewal Term shall be subject to the terms and conditions of this Agreement, except that the service fee due to Company for each Renewal Term shall be at the rate then charged by Company for similar inspection services. Either party may terminate this Agreement by giving the other party written notice of termination at least thirty (30) days prior to the end of the then-current Initial Term or Renewal Term, as applicable, unless earlier terminated by Company in accordance with Section 8.
- 7. DEFAULT.** Any one or more of the following shall constitute a default by Customer under this Agreement (each, a "Default"): (i) Customer is delinquent in payment of any sums due under this Agreement; (ii) Customer fails to comply with any term or provision of this Agreement; (iii) Customer files a petition in bankruptcy or Customer has a bankruptcy petition filed against it; (iv) Customer is unable to pay its debts as they mature, as determined by Company in its sole discretion; or (v) Customer makes an assignment for the benefit of its creditors.
- 8. REMEDIES.** In the event of a Default, Company may exercise any one or more of the following remedies, in any combination:
- Discontinuance of Service.** Company, at its option, may immediately terminate this Agreement or refuse to continue to service this Equipment or System or may elect to furnish service on another basis, including, without limitation, on a C.O.D. "Per Call" basis.
- Acceleration.** Company may accelerate all amounts due under this Agreement for the then-current Initial Term or Renewal Term of this Agreement, as applicable (including any Renewal Term). The parties agree that such acceleration is not a penalty, but is in the nature of liquidated damages because the parties agree Company's actual damages would be impossible to determine.
- 9. TAXES.** Except as set forth on the first page of this Agreement, the fees paid under this Agreement do not include any applicable taxes and Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed on or with respect to the Services. If Customer is tax-exempt, then prior to executing this Agreement, Customer will provide Company with a valid and correct tax exemption certificate. Failure to provide a tax exemption certificate in a timely fashion may result in Customer losing the advantages of tax exemption with regard to the transactions contemplated by this Agreement.
- 10. FORCE MAJEURE.** Company will be excused from any delay or failure to perform under this Agreement due, in whole or in part, directly or indirectly, to any cause beyond Company's reasonable control, including without limitation labor difficulties, fire, casualty or accidents, acts of God, civil disorder, transportation difficulties, shortage of fuel, labor or materials, governmental acts or restrictions, or Customer's denial to Company of full access to the Equipment or System.

11. LIMITATION OF LIABILITY.

- A. *Company shall have no liability for indirect, incidental, exemplary, consequential, punitive, or special damages, including without limitation lost profits, loss of income, or loss of goodwill, arising out of this Agreement or the use or possession of the Equipment or System(s), however caused and under any theory of liability (including without limitation negligence), whether based in contract, tort, or any other cause of action, even if Company has been advised of the possibility of such damages.*
- B. *Company's total liability to Customer for any breach by Company under this Agreement or any claim of Customer against Company related to this Agreement, directly or indirectly, is limited to the lesser of a refund of the fees paid by Customer under this Agreement (not to exceed one year's fees paid under this Agreement) or the actual direct damage suffered by Customer.*

12. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES.

- A. Company warrants that all Services will be performed in a workmanlike manner and in compliance with applicable laws and regulations.
- B. *Except as expressly stated in this Agreement, Company makes no warranty, express or implied, regarding the Services to be provided by Company, the Equipment, or the System(s), including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and Customer expressly waives all such warranties.*

- 13. BREACH BY COMPANY.** Customer expressly agrees that no action at law or in equity shall be maintained by Customer against Company for Company's alleged breach of this Agreement or violation of any federal or state law now in effect or enacted in the future with respect to any obligation or duty incurred under this Agreement by Company unless Customer notifies Company in writing at the address specified in this Agreement within ten (10) days from date of such alleged breach or violation, and provided Company does not remedy or correct the breach or violation within sixty (60) days from the receipt of such notice.

- 14. TIME LIMITATION.** All claims, actions or proceedings, legal or equitable, against Company must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or such claim, action or proceeding is barred, time being of the essence of this Section 14.

- 15. INDEMNIFICATION.** Customer assumes financial and legal responsibility for damage or injury (including without limitation death) to all persons, and property damage or loss of use thereof, caused by, resulting from, or arising out of any negligence caused by or contributed to by Customer, its agents, servants, or employees. Customer shall, at its cost, indemnify and, at Company's option, defend, Company, its officers, directors, employees, agents, and contractors (collectively, the "Company Indemnified Parties") from and against any claims, demands, causes of action, proceedings, assessments, damages, liabilities, settlements, judgments, fines, penalties, interest, costs, and expenses (including without limitation reasonable attorneys' fees, professionals' fees, and court costs), that any Company Indemnified Party may incur arising from or relating to: (a) Customer's breach of this Agreement; (b) any negligence or other tortious conduct by Customer or any of its agents, servants, or employees; and (c) any violation of any applicable law, rule, regulation, or order by Customer or any of its agents, employees, or servants. This Section 15 shall continue in effect notwithstanding any payment in full by Customer for the Services. Customer further understands that Company is relying upon this limitation in determining the cost of the Services.

- 16. WAIVER OF SUBROGATION.** Customer agrees to waive all rights of subrogation as allowed by governing insurance policies. Customer understands and agrees that Company does not assume risk or liability for loss due to fire or damages to the premises referred to herein, property or equipment, or personal injury due to either the operation or non-operation of the Equipment and/or System. Customer further understands that Company is relying upon this waiver in determining the cost of services provided to Customer.

- 17. REMEDIES CUMULATIVE.** The remedies provided in this Agreement in favor of Company upon a breach of this Agreement by Customer shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in Company's favor existing at law or in equity. Company may exercise all remedies, whether or not expressed, successively or concurrently, and any such action shall not operate to release Customer until the full amount of all sums due and to become due under this Agreement have been paid.

- 18. SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable or invalid such provision shall be modified to the extent necessary to eliminate such invalidity or unenforceability and any remaining unenforceability or invalidity shall have no effect on any of the other terms of the Agreement, which shall remain in full force and effect in accordance with its terms.

19. HAZARD TO PERSONNEL.

Customer represents and warrants that, except as otherwise disclosed to Company in writing, in the areas where Company will perform Services there are no: (i) materials or substances classified as toxic or hazardous on or in the walls, floors, ceilings, or other structural members, or otherwise stored in the work area; (ii) situations requiring special precautions; (iii) equipment required by federal, state, or local health or safety regulations; or (iv) unsafe working conditions.

- 20. RECORDS.** The Company has a document destruction policy in effect for all of its customers which will lead to the destruction of this Agreement and any and all related materials, documents, plans or correspondence, in paper or electronic form (collectively, the "Records"). Notwithstanding the foregoing, Customer may, within twelve (12) months following the expiration or termination of this Agreement, provide written notice to the Company requesting the Company to send the Records to Customer at Customer's sole cost and expense. If Customer does not so request the Records from the Company within twelve (12) months following the expiration or termination of this Agreement, the Company shall have no further obligation to produce or maintain the Records.

21. MISCELLANEOUS

- A. **Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the parties regarding the subject matter of this Agreement and supersedes any prior or contemporaneous agreement, understanding, or order between the parties regarding the subject matter of this Agreement. Should the terms and conditions of any purchase order of Customer issued in connection with this Agreement conflict with or add to any provisions of this Agreement, such new terms or different terms are expressly rejected by Company unless otherwise stated in writing by an authorized representative of Company and shall be of no force or effect. No modification of this Agreement shall be binding unless made in writing and signed by both parties.
- B. **Waiver.** No claim or right arising out of this Agreement may be discharged in whole or in part by a waiver of the claim or right unless the waiver is in writing and signed by the waiving party. The waiver or acceptance of any breach by either party of any provision of this Agreement shall not constitute a waiver of or excuse for non-performance as to any other provision of this Agreement, nor as to any prior or subsequent breach of the same provision.
- C. **Governing Law.** This Agreement is made and entered into in the Commonwealth of Pennsylvania and shall be in all respects governed by and construed in accordance with the laws of the United States and the Commonwealth of Pennsylvania as if entirely performed in Pennsylvania and without regard to any conflict of law rules and without regard to any rules of construction or interpretation relating to which party drafted this Agreement. Nothing in this Agreement is intended to supersede, conflict with, or alter Company's rights and Customer's obligations under the Pennsylvania Contractor and Subcontractor Payment Act.
- D. **Jurisdiction.** Customer consents to the exclusive jurisdiction and venue of the Montgomery County Court of Common Pleas of the Commonwealth of Pennsylvania or the United States District Court for the Eastern District of Pennsylvania with respect to the enforcement of this Agreement, the collection of any amounts due under this Agreement, or any disputes arising under this Agreement. Customer agrees that effective service of process may be made upon Customer by U.S. mail under the notice provision contained in Section 21.E.

- E. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to be sufficiently delivered if sent by: (i) hand delivery; (ii) nationally recognized overnight carrier; or (iii) first class mail, to Company at Keystone Fire Protection Co., 433 Industrial Drive, North Wales, PA 19454, Attn: President, and to Customer at the address stated on the first page of this Agreement. Such notice shall be effective on the earlier of actual receipt, refusal by the recipient, or three (3) days after sending. Any party may change the address to which communications are sent by delivering notice of such change to the other party in accordance with this Section 21.E
- F. Assignment. This Agreement may not be assigned by Customer, either directly or indirectly (including, without limitation, by merger or sale of capital stock or assets), without the prior written consent of Company, which consent may be withheld by Company, in its sole discretion. This Agreement shall inure to the benefit of and shall be binding upon Company's and Customer's respective successors and permitted assigns.
- G. Waiver of Jury Trial. **The parties expressly waive the right to a trial by jury in any action or proceeding brought relating to this Agreement. The parties prefer that such a dispute be determined by a judge.**
- H. No Set-Off. Customer has no right to set off against amounts due to Company, and in the event Customer exercises a set off it shall constitute a Default and entitle Company to all of its rights and remedies under this Agreement, including, without limitation, the right to recover interest and attorneys' fees.
- I. Attorneys' Fees. Customer shall pay Company's costs, attorneys' fees, and professionals' fees in the event of a dispute between Customer and Company regarding the interpretation or enforcement of this Agreement that results in litigation, in which Company is the prevailing party. Company's right to the foregoing shall not merge with but shall survive the entry of judgment, and shall extend to appeals and collection.
- J. Commercial Transaction. The parties acknowledge and agree that this Agreement is a commercial transaction and not for personal, family, or household use.
- K. Compliance with Laws. Customer shall comply with all applicable federal, state, and local laws, rules, and ordinances.
- L. Survival. All provisions of this Agreement that, by their terms, should survive termination or expiration of this Agreement shall survive such termination or expiration.

END OF SECTION

LIST OF ADDITIONAL SERVICE LOCATIONS:

LOC.				PRICE PER
NO.	LOCATION NAME	ADDRESS OF SERVICE LOCATION(S)		LOCATION
1	J. M. Hill	151 East Broad Street	East Stroudsburg ,PA	\$0.00
2				\$0.00
3				\$0.00
4				\$0.00
5				\$0.00
6				\$0.00
7				\$0.00
8				\$0.00
9				\$0.00
10				\$0.00
11				\$0.00
12				\$0.00
13				\$0.00
14				\$0.00
15				\$0.00
16				\$0.00
17				\$0.00
18				\$0.00
19				\$0.00
20				\$0.00
21				\$0.00
22				\$0.00
23				\$0.00
24				\$0.00
25				\$0.00
26				\$0.00
27				\$0.00
28				\$0.00
29				\$0.00

LIST OF SYSTEM(S) TO BE SERVICED:

LOC.	SYS.	INSP.			
NO.	NO.	DUE	SYSTEM TYPE	AREA PROTECTED	DESCRIPTION OF SYSTEM
1	1		Fire Alarm System	Building	(1) Notifier NFS 2-640 (1) Annunciator (1) Field Power Supply (12) Pull Station (35) Smoke Detectors (1) Duct Detectors (4) Heat Detectors (160) Horn/Strobes (3) Supervisory Switches INSPECTION DUE JULY 2017
	2		Fire Extinguishers	Building	(27) ABC INSPECTION DUE JULY 2017
	3		Wet Sprinkler System	Building	(1) 6" Wet Riser INSPECTION DUE JULY 2017



LIFE-SAFETY SYSTEM SERVICE AGREEMENT

This Life Safety System Service Agreement is entered into by and between **Keystone Fire Protection Co.** (hereinafter referred to as "**Company**") and the Customer whose name and address are set forth below (hereinafter referred to as "**Customer**"). The Life Safety System Service Agreement, the attached Exhibit(s) and the Service Agreement Standard Terms and Conditions attached hereto are collectively referred to as the "**Agreement**". Company agrees to provide inspection and maintenance services to Customer in accordance with this Agreement.

CUSTOMER:	SERVICE SITE INFO:	PROPOSAL DATE:
East Stroudsburg SD	Middle Smithfield	5/1/2017
50 Vine Street	Elementary School	LIFE SAFETY ADVISOR:
East Stroudsburg, PA	5180 Milford Road	190
18301	East Stroudsburg, PA 18302	PROPOSAL NO:
ATTN: Scott Ihle	<input type="checkbox"/>	AGREEMENT EFFECTIVE DATES:
PHONE: (570) 656-4283		FROM: 6/1/2017
FAX: x10420		TO: 5/30/2020

SERVICES PROVIDED UNDER THIS AGREEMENT:

For specific information on the equipment and systems covered under this Agreement, please refer to the "List of Systems to be Serviced". In many cases, the systems listed below require different intervals of test and inspection. Please refer to the specified "Exhibit" for each system marked with a "✓" below for information on testing intervals, scope of inspection work, and value-added optional services.

System Type	Quantity	✓	Annual Fee	
Building Fire Alarm System(s)	(1)	✓	\$1,478.00	(See Exhibit A - Fire Alarm System Inspection)
Central Station Monitoring Service				
Clean Agent Extinguishing System(s)				
Automatic Fire Damper(s)				
Pre-Action/Deluge/Foam System(s)				
Restaurant Suppression System(s)	(1)	✓	\$198.00	(See Exhibit C - PreEngineered System Inspection)
Industrial Dry Chemical System(s)				
Emergency Lighting & Exit Sign(s)				
Hand Portable Fire Extinguisher(s)	(43)	✓	\$157.67	(See Exhibit D - Hand Portable Inspection)
Wet Sprinkler & Standpipe System(s)	(3)	✓	\$365.00	(See Exhibit E - Sprinkler System Inspection)
Dry Sprinkler System(s)	(1)	✓	\$234.00	(See Exhibit E - Sprinkler System Inspection)
Fire Pump Annual Testing	(1)	✓	\$311.00	(See Exhibit E - Sprinkler System Inspection)
Fire Pump Chum Testing				
Backflow Prevention Device(s)				
Yard Hydrant System(s)				
Fire Hose Inspection				
Annual Investment			\$2,743.67	(Tax Exempt - NOTE: Customer must provide KFPCO with valid exemption certificate to avoid being charged tax.)
Plus Applicable Tax			\$0.00	

ANNUAL INVESTMENT: **\$2,743.67**

KFPCo proposes to bill Customer Annually for a price of \$2,743.67 per installment. Prices valid for 30 days.

Annual investment above includes the cost to perform the inspection(s), only, and any "Additional Required" and/or "Value-Added" Services listed below, marked as "Included". Unless otherwise noted, all replacement parts, repairs, emergency service calls, recharges, or other changes in work scope, will result in charges over and above the stated inspection price. Customer selected optional services such as "Parts Protection Plus" will be billed at the commencement of this agreement and at each successive renewal period.

SERVICE RESPONSE:

Emergency Service Calls:

Our initial response to you will be provided within (4) hour(s) of receipt of your call. Company personnel will assess the situation by phone and will determine the required next course of action with you or a designated member of your staff.

On-Site Response Time:

Service personnel will arrive at your facility within (24) hour(s) of your phoned request, if it is determined that a site service visit is required. Please advise your Life Safety Specialist if a higher priority on-site response is required.

SERVICE LABOR RATES:

While our inspection and testing services are designed to reduce the need for emergency service visits, should you require a technician to respond to your site, we are available 24 hours a day, 7 days a week, 52 weeks per year. The following is a description of our labor charges for normal business hours, and our policy regarding overtime and holidays.

Standard Travel and Labor Rates:

	<u>Standard</u>	<u>Agreement</u>
Normal Business Hours - 8:00 AM to 4:30 PM, Monday through Friday	<u>Rates</u>	<u>Rates</u>
Extinguisher, Restaurant, or Shop Labor (Per Hour)	\$112.00	\$93.00
Sprinkler, Alarm or Suppression Labor (Per Hour)	\$134.00	\$112.00
Network Alarm & Security Labor (Per Hour)	\$196.00	\$163.00

2 Hour Minimum Billing

Overtime Hours - After 4:30 PM Monday through Friday & all day Saturday

Extinguisher, Restaurant, or Shop Labor (Per Hour)	\$142.00	\$118.00
Sprinkler, Alarm or Suppression Labor (Per Hour)	\$169.00	\$141.00
Network Alarm & Security Labor (Per Hour)	\$247.00	\$206.00

4 Hour Minimum Billing

Sunday & Holiday Hours - All day Sunday & Holidays **

Extinguisher, Restaurant, or Shop Labor (Per Hour)	\$163.00	\$136.00
Sprinkler, Alarm or Suppression Labor (Per Hour)	\$196.00	\$163.00
Network Alarm & Security Labor (Per Hour)	\$284.00	\$237.00

4 Hour Minimum Billing

All Service Calls are Subject to:

- Minimum Hourly Billing as noted above
- Billing in half-hour increments (after time exceeds minimum billing)
- Plus Travel Time, portal to portal
- Invoices due and payable: **NET 20 DAYS**

Service Replacement Parts:

- All replacement parts deemed necessary to maintain listed systems in an operable state will be itemized and billed as an extra at the Manufacturer's suggested list price .

***New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Thanksgiving Friday, Christmas Eve, and Christmas Day (should any of these days fall on a Saturday, holiday will be observed on the previous Friday; should any of these days fall on a Sunday, holiday will be observed the following Monday).*

ACCEPTANCE OF AGREEMENT:

This Agreement has been read, understood and hereby accepted. By the signature below and your initials on the subsequent pages, you are hereby authorizing Company to perform the work as specified. Payment will be made as outlined above:

KEYSTONE FIRE PROTECTION COMPANY

CUSTOMER

Signature _____

Signature _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Date _____

Email Address _____ Date _____

ADDITIONAL REQUIRED SERVICES:

In addition to the above-described services to be performed, your life safety systems may require one or more of the following additional tests or services to be conducted during the coverage period of this agreement. These services are typically preventative maintenances and/or invasive tests, done on less frequent intervals, to further ensure the functional effectiveness of your system(s). Where noted, these services are required by code and must be performed at the appropriate intervals to certify your system(s). Please take a moment to review the *Glossary of Services* sheet which describes the benefits of these required services. Unless indicated otherwise below, these services will only be quoted on a **Time & Material (T&M)** basis, at the contracted labor rates in effect at the time of the testing. Tests and services which do not pertain to your life safety systems will be marked with an "N/A" indicating that they are not applicable.

<input type="checkbox"/>	Smoke Detector Sensitivity Testing - required by NFPA Pamphlet 72 (bi-annually)		\$ 512.00
<input type="checkbox"/>	Decibel (dB) Testing of Fire Alarms - required by City of Philadelphia Fire Code		N/A
<input type="checkbox"/>	Room Integrity Door Fan Testing - recommended by NFPA 2001 & 12A (annually)		N/A
<input type="checkbox"/>	Monthly Extinguisher Inspections - required by NFPA Pamphlet 10 (monthly)	Per month:	\$ 118.25
<input type="checkbox"/>	Pipe Obstruction Investigation - required by NFPA Pamphlet 25 (5 year intervals)		N/A
<input type="checkbox"/>	Sprinkler Gauge Replacement - required by NFPA Pamphlet 25 (5 year intervals)		N/A
<input type="checkbox"/>	Antifreeze Solution Testing - required by NFPA Pamphlet 25 (annually)		N/A
<input type="checkbox"/>	Fire Department Connection Backflush - required by City of Phila. (5 year intervals)		N/A
<input type="checkbox"/>	Standpipe & Hose Connection Flow Test - required by City of Phila. (5 year intervals)		N/A
<input type="checkbox"/>	Standpipe & Hose Connection Hydro Test - required by City of Phila. (5 year intervals)		N/A
<input type="checkbox"/>	Alarm Valve Internal Inspection - required by City of Phila. (5 year intervals)		N/A

VALUE-ADDED (OPTIONAL) SERVICES:

Keystone is also proud to offer the following value-added services which will enhance your overall service experience with us. Please take a moment to review the *Glossary of Services* sheet which describes the benefits of these money-saving services. Those services which do not pertain to your life safety systems will be marked with an "N/A" indicating that they are not applicable.

<input type="checkbox"/>	Rapid Repair™ Same-Day Deficiency Correction Program		
<input type="checkbox"/>	Parts Protection Plus™ Covering: Alarm _____ Suppression _____ Pre-Action _____		N/A
<input type="checkbox"/>	Smoke Detector Cleaning		\$ 357.00
<input type="checkbox"/>	After Hours Testing of Audible Alarm Devices		\$ 470.00
<input type="checkbox"/>	Central Station Monitoring - One-Time Equipment Set-Up Investment		N/A
<input type="checkbox"/>	Nozzle Plan Plus™ Nozzle & Blow-Off Cap Replacement Coverage for Restaurant Systems		\$ 55.00
<input type="checkbox"/>	xTEND-GUISHER™ - All-Inclusive Fire Extinguisher Maintenance Plan		\$ 772.20
<input checked="" type="checkbox"/>	ePlace™ - Extinguisher and Field Device Placement Reporting		Included
<input type="checkbox"/>	Employee Fire Extinguisher Training - Classroom Only (2 Hr. Minimum)	Per Hour:	\$ 150.00
<input type="checkbox"/>	Live Hands-On Fire Extinguisher Training - (Classroom Training Req'd.)	Per Person:	\$ 12.50

Place an "X" in the box to the left of each service that you wish to select. Keystone will only provide those services which have been selected by you and authorized with a signature at the bottom of this page.

ACCEPTANCE OF ADDITIONAL & OPTIONAL SERVICES:

I authorize Keystone Fire Protection Co. to add the services marked above with an "X" to my *Annual Investment* from Page 1:

CUSTOMER

Signature _____

Title _____

Printed Name _____

Date _____

- 1. AGREEMENT.** This Agreement shall become effective (the "Effective Date") upon the later of (i) execution by the customer identified on the first page of this Agreement ("Customer") and (ii) acceptance and execution of this Agreement by a duly authorized representative of Keystone Fire Protection Co. ("Company").
- 2. SALE OF MAINTENANCE AND SERVICE.** Company shall sell to Customer and Customer shall purchase from Company the maintenance and services ("Services") identified in this Agreement to be performed on Customer's equipment ("Equipment") or fire system ("System"). Customer may order additions, deletions, revisions or other changes in the Services within the general scope of this Agreement provided that if such changes affect the cost of the work to be performed, or the time required for completion of the work to be performed, as determined in the reasonable discretion of the Company, the Agreement, deadlines and the amount to be paid to Company shall be adjusted in the sole discretion of the Company. Company shall be under no obligation to perform the additions, deletions, revisions or other changes in the work requested by Customer in the absence of a written amendment to this Agreement that complies with Section 21.A of this Agreement.
- 3. PURCHASE PRICE AND PAYMENT.** Customer shall pay Company in accordance with the terms set forth in this Agreement or as otherwise set forth on Company's invoice. Company's prices are exclusive of insurance, shipping, handling, and taxes with respect to the purchase of any Services, Equipment, or System. All charges shall be paid NET the number of days from the date of invoice, as set forth on the second page of this agreement. If Customer fails to make any payments when due, a finance charge of 15% per annum will accrue from the due date until paid. If Company retains a collection agency, legal counsel, or incurs any out-of-pocket costs to collect overdue payments, all such collection costs (including without limitation attorneys' fees) shall be paid by Customer. Company shall not be obligated to extend credit or financing terms to Customer. Customer acknowledges that, other than Company's completion of the Services, payment to Company is not contingent on any occurrence, matter or event, including, without limitation, Customer's receipt of payment from any third party such as an owner or insurance company.
- 4. LIMITATIONS OF SERVICE.**
- Deficiency Correction.** Customer agrees that any Equipment or System out of warranty prior to the start of this Agreement shall be inspected by a Company Field Service Technician. If Company discovers any deficiencies, Company shall submit repair charges to Customer in writing at the then-prevailing Company prices and hourly rates. Should Customer decline such repair charges, Company may eliminate the deficient Equipment or System from coverage under this Agreement and adjust the price accordingly.
- Abnormal Use.** Service under this Agreement does not include repairs or servicing made necessary by or arising out of:
- any causes other than normal use of the Equipment or System, as determined in the sole discretion of Company including, without limitation: (a) the fault or negligence of Customer or any third party; (b) operation of the Equipment or System not in accordance with Company's or the manufacturer's specifications (including, without limitation, failure to provide a suitable installation and operation environment); or (c) use of the Equipment or System for purposes other than those for which it is designed;
 - any causes external to the Equipment or System including without limitation: (a) failure or fluctuation of electrical power; (b) use of non-Company approved or recommended suppliers or attachments; (c) moving the Equipment or System; or (d) the occurrence of any events set forth in Section 10;
 - repair, servicing or alterations to the Equipment or System by anyone other than an authorized Company service representative or without the written consent of Company; or representative or without the written consent of Company;
 - alteration or relocation of Equipment or System and/or topographical changes to the area protected by the Equipment or System.
- 5. CUSTOMER RESPONSIBILITIES.**
- Site Environment.** The Equipment and System are designed to operate within certain power, temperature, and humidity ranges as specified in the appropriate operating manual for the Equipment and System. Customer shall prepare and maintain the site in conformity with such specifications. Customer assumes all responsibility for any Equipment or System malfunction that occurs as a result of operation outside of such specifications, including without limitation the cost of repairing or replacing the malfunctioning Equipment or System.
- Access.** Customer shall provide Company with access to the Equipment and System and adequate working space and facilities within a reasonable distance of the Equipment and System. Company will be free to start and stop all primary equipment incidental to the operation of the Equipment and System.
- Operating Procedures.** Customer will follow routine operating procedures as specified in the operating manuals for the Equipment and System.
- Customer Representative.** A representative of Customer shall be present at the site at all times Services are being performed by Company. Unless otherwise agreed to, Company personnel will not enter or remain at the site in the absence of a Customer representative.
- 6. TERM; TERMINATION.** The initial term (the "Initial Term") of this Agreement shall be for a one (1) year period commencing on the Effective Date. This Agreement shall automatically renew for successive one (1) year periods (each a "Renewal Term"; the Initial Term and all Renewal Terms are collectively the "Term") until terminated in writing as provided in this Agreement. Each Renewal Term shall be subject to the terms and conditions of this Agreement, except that the service fee due to Company for each Renewal Term shall be at the rate then charged by Company for similar inspection services. Either party may terminate this Agreement by giving the other party written notice of termination at least thirty (30) days prior to the end of the then-current Initial Term or Renewal Term, as applicable, unless earlier terminated by Company in accordance with Section 8.
- 7. DEFAULT.** Any one or more of the following shall constitute a default by Customer under this Agreement (each, a "Default"): (i) Customer is delinquent in payment of any sums due under this Agreement; (ii) Customer fails to comply with any term or provision of this Agreement; (iii) Customer files a petition in bankruptcy or Customer has a bankruptcy petition filed against it; (iv) Customer is unable to pay its debts as they mature, as determined by Company in its sole discretion; or (v) Customer makes an assignment for the benefit of its creditors.
- 8. REMEDIES.** In the event of a Default, Company may exercise any one or more of the following remedies, in any combination:
- Discontinuance of Service.** Company, at its option, may immediately terminate this Agreement or refuse to continue to service this Equipment or System or may elect to furnish service on another basis, including, without limitation, on a C.O.D. "Per Call" basis.
- Acceleration.** Company may accelerate all amounts due under this Agreement for the then-current Initial Term or Renewal Term of this Agreement, as applicable (including any Renewal Term). The parties agree that such acceleration is not a penalty, but is in the nature of liquidated damages because the parties agree Company's actual damages would be impossible to determine.
- 9. TAXES.** Except as set forth on the first page of this Agreement, the fees paid under this Agreement do not include any applicable taxes and Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed on or with respect to the Services. If Customer is tax-exempt, then prior to executing this Agreement, Customer will provide Company with a valid and correct tax exemption certificate. Failure to provide a tax exemption certificate in a timely fashion may result in Customer losing the advantages of tax exemption with regard to the transactions contemplated by this Agreement.
- 10. FORCE MAJEURE.** Company will be excused from any delay or failure to perform under this Agreement due, in whole or in part, directly or indirectly, to any cause beyond Company's reasonable control, including without limitation labor difficulties, fire, casualty or accidents, acts of God, civil disorder, transportation difficulties, shortage of fuel, labor or materials, governmental acts or restrictions, or Customer's denial to Company of full access to the Equipment or System.

11. LIMITATION OF LIABILITY.

- A. *Company shall have no liability for indirect, incidental, exemplary, consequential, punitive, or special damages, including without limitation lost profits, loss of income, or loss of goodwill, arising out of this Agreement or the use or possession of the Equipment or System(s), however caused and under any theory of liability (including without limitation negligence), whether based in contract, tort, or any other cause of action, even if Company has been advised of the possibility of such damages.*
- B. *Company's total liability to Customer for any breach by Company under this Agreement or any claim of Customer against Company related to this Agreement, directly or indirectly, is limited to the lesser of a refund of the fees paid by Customer under this Agreement (not to exceed one year's fees paid under this Agreement) or the actual direct damage suffered by Customer.*

12. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES.

- A. Company warrants that all Services will be performed in a workmanlike manner and in compliance with applicable laws and regulations.
- B. *Except as expressly stated in this Agreement, Company makes no warranty, express or implied, regarding the Services to be provided by Company, the Equipment, or the System(s), including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and Customer expressly waives all such warranties.*

- 13. BREACH BY COMPANY.** Customer expressly agrees that no action at law or in equity shall be maintained by Customer against Company for Company's alleged breach of this Agreement or violation of any federal or state law now in effect or enacted in the future with respect to any obligation or duty incurred under this Agreement by Company unless Customer notifies Company in writing at the address specified in this Agreement within ten (10) days from date of such alleged breach or violation, and provided Company does not remedy or correct the breach or violation within sixty (60) days from the receipt of such notice.

- 14. TIME LIMITATION.** All claims, actions or proceedings, legal or equitable, against Company must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or such claim, action or proceeding is barred, time being of the essence of this Section 14.

- 15. INDEMNIFICATION.** Customer assumes financial and legal responsibility for damage or injury (including without limitation death) to all persons, and property damage or loss of use thereof, caused by, resulting from, or arising out of any negligence caused by or contributed to by Customer, its agents, servants, or employees. Customer shall, at its cost, indemnify and, at Company's option, defend, Company, its officers, directors, employees, agents, and contractors (collectively, the "Company Indemnified Parties") from and against any claims, demands, causes of action, proceedings, assessments, damages, liabilities, settlements, judgments, fines, penalties, interest, costs, and expenses (including without limitation reasonable attorneys' fees, professionals' fees, and court costs), that any Company Indemnified Party may incur arising from or relating to: (a) Customer's breach of this Agreement; (b) any negligence or other tortious conduct by Customer or any of its agents, servants, or employees; and (c) any violation of any applicable law, rule, regulation, or order by Customer or any of its agents, employees, or servants. This Section 15 shall continue in effect notwithstanding any payment in full by Customer for the Services. Customer further understands that Company is relying upon this limitation in determining the cost of the Services.

- 16. WAIVER OF SUBROGATION.** Customer agrees to waive all rights of subrogation as allowed by governing insurance policies. Customer understands and agrees that Company does not assume risk or liability for loss due to fire or damages to the premises referred to herein, property or equipment, or personal injury due to either the operation or non-operation of the Equipment and/or System. Customer further understands that Company is relying upon this waiver in determining the cost of services provided to Customer.

- 17. REMEDIES CUMULATIVE.** The remedies provided in this Agreement in favor of Company upon a breach of this Agreement by Customer shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in Company's favor existing at law or in equity. Company may exercise all remedies, whether or not expressed, successively or concurrently, and any such action shall not operate to release Customer until the full amount of all sums due and to become due under this Agreement have been paid.

- 18. SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable or invalid such provision shall be modified to the extent necessary to eliminate such invalidity or unenforceability and any remaining unenforceability or invalidity shall have no effect on any of the other terms of the Agreement, which shall remain in full force and effect in accordance with its terms.

19. HAZARD TO PERSONNEL.

Customer represents and warrants that, except as otherwise disclosed to Company in writing, in the areas where Company will perform Services there are no: (i) materials or substances classified as toxic or hazardous on or in the walls, floors, ceilings, or other structural members, or otherwise stored in the work area; (ii) situations requiring special precautions; (iii) equipment required by federal, state, or local health or safety regulations; or (iv) unsafe working conditions.

- 20. RECORDS.** The Company has a document destruction policy in effect for all of its customers which will lead to the destruction of this Agreement and any and all related materials, documents, plans or correspondence, in paper or electronic form (collectively, the "Records"). Notwithstanding the foregoing, Customer may, within twelve (12) months following the expiration or termination of this Agreement, provide written notice to the Company requesting the Company to send the Records to Customer at Customer's sole cost and expense. If Customer does not so request the Records from the Company within twelve (12) months following the expiration or termination of this Agreement, the Company shall have no further obligation to produce or maintain the Records.

21. MISCELLANEOUS

- A. Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the parties regarding the subject matter of this Agreement and supersedes any prior or contemporaneous agreement, understanding, or order between the parties regarding the subject matter of this Agreement. Should the terms and conditions of any purchase order of Customer issued in connection with this Agreement conflict with or add to any provisions of this Agreement, such new terms or different terms are expressly rejected by Company unless otherwise stated in writing by an authorized representative of Company and shall be of no force or effect. No modification of this Agreement shall be binding unless made in writing and signed by both parties.
- B. Waiver. No claim or right arising out of this Agreement may be discharged in whole or in part by a waiver of the claim or right unless the waiver is in writing and signed by the waiving party. The waiver or acceptance of any breach by either party of any provision of this Agreement shall not constitute a waiver of or excuse for non-performance as to any other provision of this Agreement, nor as to any prior or subsequent breach of the same provision.
- C. Governing Law. This Agreement is made and entered into in the Commonwealth of Pennsylvania and shall be in all respects governed by and construed in accordance with the laws of the United States and the Commonwealth of Pennsylvania as if entirely performed in Pennsylvania and without regard to any conflict of law rules and without regard to any rules of construction or interpretation relating to which party drafted this Agreement. Nothing in this Agreement is intended to supersede, conflict with, or alter Company's rights and Customer's obligations under the Pennsylvania Contractor and Subcontractor Payment Act.
- D. Jurisdiction. Customer consents to the exclusive jurisdiction and venue of the Montgomery County Court of Common Pleas of the Commonwealth of Pennsylvania or the United States District Court for the Eastern District of Pennsylvania with respect to the enforcement of this Agreement, the collection of any amounts due under this Agreement, or any disputes arising under this Agreement. Customer agrees that effective service of process may be made upon Customer by U.S. mail under the notice provision contained in Section 21.E.

- E. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to be sufficiently delivered if sent by: (i) hand delivery; (ii) nationally recognized overnight carrier; or (iii) first class mail, to Company at Keystone Fire Protection Co., 433 Industrial Drive, North Wales, PA 19454, Attn: President, and to Customer at the address stated on the first page of this Agreement. Such notice shall be effective on the earlier of actual receipt, refusal by the recipient, or three (3) days after sending. Any party may change the address to which communications are sent by delivering notice of such change to the other party in accordance with this Section 21.E
- F. **Assignment.** This Agreement may not be assigned by Customer, either directly or indirectly (including, without limitation, by merger or sale of capital stock or assets), without the prior written consent of Company, which consent may be withheld by Company, in its sole discretion. This Agreement shall inure to the benefit of and shall be binding upon Company's and Customer's respective successors and permitted assigns.
- G. **Waiver of Jury Trial.** **The parties expressly waive the right to a trial by jury in any action or proceeding brought relating to this Agreement. The parties prefer that such a dispute be determined by a judge.**
- H **No Set-Off.** Customer has no right to set off against amounts due to Company, and in the event Customer exercises a set off it shall constitute a Default and entitle Company to all of its rights and remedies under this Agreement, including, without limitation, the right to recover interest and attorneys' fees.
- I. **Attorneys' Fees.** Customer shall pay Company's costs, attorneys' fees, and professionals' fees in the event of a dispute between Customer and Company regarding the interpretation or enforcement of this Agreement that results in litigation, in which Company is the prevailing party. Company's right to the foregoing shall not merge with but shall survive the entry of judgment, and shall extend to appeals and collection.
- J. **Commercial Transaction.** The parties acknowledge and agree that this Agreement is a commercial transaction and not for personal, family, or household use.
- K. **Compliance with Laws.** Customer shall comply with all applicable federal, state, and local laws, rules, and ordinances.
- L. **Survival.** All provisions of this Agreement that, by their terms, should survive termination or expiration of this Agreement shall survive such termination or expiration.

END OF SECTION

LIST OF ADDITIONAL SERVICE LOCATIONS:

LOC.				PRICE PER
NO.	LOCATION NAME	ADDRESS OF SERVICE LOCATION(S)		LOCATION
1	Middle Smithfield	Elementary School	5180 Milford Road	\$0.00
2				\$0.00
3				\$0.00
4				\$0.00
5				\$0.00
6				\$0.00
7				\$0.00
8				\$0.00
9				\$0.00
10				\$0.00
11				\$0.00
12				\$0.00
13				\$0.00
14				\$0.00
15				\$0.00
16				\$0.00
17				\$0.00
18				\$0.00
19				\$0.00
20				\$0.00
21				\$0.00
22				\$0.00
23				\$0.00
24				\$0.00
25				\$0.00
26				\$0.00
27				\$0.00
28				\$0.00
29				\$0.00

LIST OF SYSTEM(S) TO BE SERVICED:

LOC. NO.	SYS. NO.	INSP. DUE	SYSTEM TYPE	AREA PROTECTED	DESCRIPTION OF SYSTEM
1	1		Fire Alarm System	Building	(1) Notifier NFS2-3030 (1) Annunciator (1) Field Power Supply (28) Pull Stations (90) Smoke Detectors (10) Duct Detectors (24) Heat Detectors (4) Supervisory Switches (170) Horn Strobes INSPECTION DUE JULY 2017
	2		Fire Extinguishers	Building	(42) ABC (1) K-Class INSPECTION DUE JULY 2017
	3		Kitchen System	Kitchen	(1) Single Tank Range Guard ***PRICE INCLUDE FUSIBLE LINKS*** INSPECTION DUE JULY 2017
	4		Wet Sprinkler System	Building	(2) 4" Wet Riser INSPECTION DUE JULY 2017
	5		Dry Sprinkler System	Building	(1) 4" Dry Riser INSPECTION DUE JULY 2017
	6		Fire Pump	Building	(1) 500 GPM INSPECTION DUE JULY 2017

LIFE-SAFETY SYSTEM SERVICE AGREEMENT

This Life Safety System Service Agreement is entered into by and between **Keystone Fire Protection Co.** (hereinafter referred to as "**Company**") and the Customer whose name and address are set forth below (hereinafter referred to as "**Customer**"). The Life Safety System Service Agreement, the attached Exhibit(s) and the Service Agreement Standard Terms and Conditions attached hereto are collectively referred to as the "**Agreement**". Company agrees to provide inspection and maintenance services to Customer in accordance with this Agreement.

CUSTOMER:	SERVICE SITE INFO:	PROPOSAL DATE:
East Stroudsburg SD	Resica Elementary	5/1/2017
50 Vine Street	School	LIFE SAFETY ADVISOR:
East Stroudsburg, PA	1 Gravel Ridge Road	190
18301	East Stroudsburg ,PA 18302	PROPOSAL NO:
ATTN: Scott Ihle	<input type="checkbox"/>	17-0293
PHONE: (570) 656-4283		AGREEMENT EFFECTIVE DATES:
FAX: x10420		FROM: 6/1/2017
		TO: 5/30/2020

SERVICES PROVIDED UNDER THIS AGREEMENT:

For specific information on the equipment and systems covered under this Agreement, please refer to the "List of Systems to be Serviced". In many cases, the systems listed below require different intervals of test and inspection. Please refer to the specified "Exhibit" for each system marked with a "✓" below for information on testing intervals, scope of inspection work, and value-added optional services.

System Type	Quantity	Annual Fee	
Building Fire Alarm System(s)	(1) ✓	\$1,124.00	(See Exhibit A - Fire Alarm System Inspection)
Central Station Monitoring Service			
Clean Agent Extinguishing System(s)			
Automatic Fire Damper(s)			
Pre-Action/Deluge/Foam System(s)			
Restaurant Suppression System(s)	(1) ✓	\$198.00	(See Exhibit C - PreEngineered System Inspection)
Industrial Dry Chemical System(s)			
Emergency Lighting & Exit Sign(s)			
Hand Portable Fire Extinguisher(s)	(31) ✓	\$181.17	(See Exhibit D - Hand Portable Inspection)
Wet Sprinkler & Standpipe System(s)	(3) ✓	\$374.00	(See Exhibit E - Sprinkler System Inspection)
Dry Sprinkler System(s)			
Fire Pump Annual Testing			
Fire Pump Churn Testing			
Backflow Prevention Device(s)			
Yard Hydrant System(s)			
Fire Hose Inspection			
Annual Investment		<u>\$1,877.17</u>	(Tax Exempt - NOTE: Customer must provide KFPCO with valid exemption certificate to avoid being charged tax.)
Plus Applicable Tax		<u>\$0.00</u>	

ANNUAL INVESTMENT: **\$1,877.17**

KFPCo proposes to bill Customer Annually for a price of \$1,877.17 per installment. Prices valid for 30 days.

Annual investment above includes the cost to perform the inspection(s), only, and any "Additional Required" and/or "Value-Added" Services listed below, marked as "Included". Unless otherwise noted, all replacement parts, repairs, emergency service calls, recharges, or other changes in work scope, will result in charges over and above the stated inspection price. Customer selected optional services such as "Parts Protection Plus" will be billed at the commencement of this agreement and at each successive renewal period.

SERVICE RESPONSE:

Emergency Service Calls:

Our initial response to you will be provided within (4) hour(s) of receipt of your call. Company personnel will assess the situation by phone and will determine the required next course of action with you or a designated member of your staff.

On-Site Response Time:

Service personnel will arrive at your facility within (24) hour(s) of your phoned request, if it is determined that a site service visit is required. Please advise your Life Safety Specialist if a higher priority on-site response is required.

SERVICE LABOR RATES:

While our inspection and testing services are designed to reduce the need for emergency service visits, should you require a technician to respond to your site, we are available 24 hours a day, 7 days a week, 52 weeks per year. The following is a description of our labor charges for normal business hours, and our policy regarding overtime and holidays.

Standard Travel and Labor Rates:

	Standard	Agreement
	<u>Rates</u>	<u>Rates</u>
Normal Business Hours - 8:00 AM to 4:30 PM, Monday through Friday		
Extinguisher, Restaurant, or Shop Labor (Per Hour)	\$112.00	\$93.00
Sprinkler, Alarm or Suppression Labor (Per Hour)	\$134.00	\$112.00
Network Alarm & Security Labor (Per Hour)	\$196.00	\$163.00

2 Hour Minimum Billing

Overtime Hours - After 4:30 PM Monday through Friday & all day Saturday

Extinguisher, Restaurant, or Shop Labor (Per Hour)	\$142.00	\$118.00
Sprinkler, Alarm or Suppression Labor (Per Hour)	\$169.00	\$141.00
Network Alarm & Security Labor (Per Hour)	\$247.00	\$206.00

4 Hour Minimum Billing

Sunday & Holiday Hours - All day Sunday & Holidays **

Extinguisher, Restaurant, or Shop Labor (Per Hour)	\$163.00	\$136.00
Sprinkler, Alarm or Suppression Labor (Per Hour)	\$196.00	\$163.00
Network Alarm & Security Labor (Per Hour)	\$284.00	\$237.00

4 Hour Minimum Billing

All Service Calls are Subject to:

- Minimum Hourly Billing as noted above
- Billing in half-hour increments (after time exceeds minimum billing)
- Plus Travel Time, portal to portal
- Invoices due and payable: **NET 20 DAYS**

Service Replacement Parts:

- All replacement parts deemed necessary to maintain listed systems in an operable state will be itemized and billed as an extra at the Manufacturer's suggested list price .

***New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Thanksgiving Friday, Christmas Eve, and Christmas Day (should any of these days fall on a Saturday, holiday will be observed on the previous Friday; should any of these days fall on a Sunday, holiday will be observed the following Monday).*

ACCEPTANCE OF AGREEMENT:

This Agreement has been read, understood and hereby accepted. By the signature below and your initials on the subsequent pages, you are hereby authorizing Company to perform the work as specified. Payment will be made as outlined above:

KEYSTONE FIRE PROTECTION COMPANY

CUSTOMER

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Email Address

Date

ADDITIONAL REQUIRED SERVICES:

In addition to the above-described services to be performed, your life safety systems may require one or more of the following additional tests or services to be conducted during the coverage period of this agreement. These services are typically preventative maintenances and/or invasive tests, done on less frequent intervals, to further ensure the functional effectiveness of your system(s). Where noted, these services are required by code and must be performed at the appropriate intervals to certify your system(s). Please take a moment to review the *Glossary of Services* sheet which describes the benefits of these required services. Unless indicated otherwise below, these services will only be quoted on a **Time & Material (T&M)** basis, at the contracted labor rates in effect at the time of the testing. Tests and services which do not pertain to your life safety systems will be marked with an "N/A" indicating that they are not applicable.

<input type="checkbox"/>	Smoke Detector Sensitivity Testing - required by NFPA Pamphlet 72 (bi-annually)		\$ 442.00
<input type="checkbox"/>	Decibel (dB) Testing of Fire Alarms - required by City of Philadelphia Fire Code		N/A
<input type="checkbox"/>	Room Integrity Door Fan Testing - recommended by NFPA 2001 & 12A (annually)		N/A
<input type="checkbox"/>	Monthly Extinguisher Inspections - required by NFPA Pamphlet 10 (monthly)	Per month:	\$ 85.25
<input type="checkbox"/>	Pipe Obstruction Investigation - required by NFPA Pamphlet 25 (5 year intervals)		N/A
<input type="checkbox"/>	Sprinkler Gauge Replacement - required by NFPA Pamphlet 25 (5 year intervals)		N/A
<input type="checkbox"/>	Antifreeze Solution Testing - required by NFPA Pamphlet 25 (annually)		N/A
<input type="checkbox"/>	Fire Department Connection Backflush - required by City of Phila. (5 year intervals)		N/A
<input type="checkbox"/>	Standpipe & Hose Connection Flow Test - required by City of Phila. (5 year intervals)		N/A
<input type="checkbox"/>	Standpipe & Hose Connection Hydro Test - required by City of Phila. (5 year intervals)		N/A
<input type="checkbox"/>	Alarm Valve Internal Inspection - required by City of Phila. (5 year intervals)		N/A

VALUE-ADDED (OPTIONAL) SERVICES:

Keystone is also proud to offer the following value-added services which will enhance your overall service experience with us. Please take a moment to review the *Glossary of Services* sheet which describes the benefits of these money-saving services. Those services which do not pertain to your life safety systems will be marked with an "N/A" indicating that they are not applicable.

<input type="checkbox"/>	Rapid Repair™ Same-Day Deficiency Correction Program		
<input type="checkbox"/>	Parts Protection Plus™ Covering: Alarm _____ Suppression _____ Pre-Action _____		N/A
<input type="checkbox"/>	Smoke Detector Cleaning		\$ 309.00
<input type="checkbox"/>	After Hours Testing of Audible Alarm Devices		\$ 470.00
<input type="checkbox"/>	Central Station Monitoring - One-Time Equipment Set-Up Investment		N/A
<input type="checkbox"/>	Nozzle Plan Plus™ Nozzle & Blow-Off Cap Replacement Coverage for Restaurant Systems		\$ 55.00
<input type="checkbox"/>	xTEND-GUISHER™ - All-Inclusive Fire Extinguisher Maintenance Plan		\$ 583.20
<input checked="" type="checkbox"/>	ePlace™ - Extinguisher and Field Device Placement Reporting		Included
<input type="checkbox"/>	Employee Fire Extinguisher Training - Classroom Only (2 Hr. Minimum)	Per Hour:	\$ 150.00
<input type="checkbox"/>	Live Hands-On Fire Extinguisher Training - (Classroom Training Req'd.)	Per Person:	\$ 12.50

Place an "X" in the box to the left of each service that you wish to select. Keystone will only provide those services which have been selected by you and authorized with a signature at the bottom of this page.

ACCEPTANCE OF ADDITIONAL & OPTIONAL SERVICES:

I authorize Keystone Fire Protection Co. to add the services marked above with an "X" to my *Annual Investment* from Page 1:

CUSTOMER

Signature _____

Title _____

Printed Name _____

Date _____

- 1. AGREEMENT.** This Agreement shall become effective (the "Effective Date") upon the later of (i) execution by the customer identified on the first page of this Agreement ("Customer") and (ii) acceptance and execution of this Agreement by a duly authorized representative of Keystone Fire Protection Co. ("Company").
- 2. SALE OF MAINTENANCE AND SERVICE.** Company shall sell to Customer and Customer shall purchase from Company the maintenance and services ("Services") identified in this Agreement to be performed on Customer's equipment ("Equipment") or fire system ("System"). Customer may order additions, deletions, revisions or other changes in the Services within the general scope of this Agreement provided that if such changes affect the cost of the work to be performed, or the time required for completion of the work to be performed, as determined in the reasonable discretion of the Company, the Agreement, deadlines and the amount to be paid to Company shall be adjusted in the sole discretion of the Company. Company shall be under no obligation to perform the additions, deletions, revisions or other changes in the work requested by Customer in the absence of a written amendment to this Agreement that complies with Section 21.A of this Agreement.
- 3. PURCHASE PRICE AND PAYMENT.** Customer shall pay Company in accordance with the terms set forth in this Agreement or as otherwise set forth on Company's invoice. Company's prices are exclusive of insurance, shipping, handling, and taxes with respect to the purchase of any Services, Equipment, or System. All charges shall be paid NET the number of days from the date of invoice, as set forth on the second page of this agreement. If Customer fails to make any payments when due, a finance charge of 15% per annum will accrue from the due date until paid. If Company retains a collection agency, legal counsel, or incurs any out-of-pocket costs to collect overdue payments, all such collection costs (including without limitation attorneys' fees) shall be paid by Customer. Company shall not be obligated to extend credit or financing terms to Customer. Customer acknowledges that, other than Company's completion of the Services, payment to Company is not contingent on any occurrence, matter or event, including, without limitation, Customer's receipt of payment from any third party such as an owner or insurance company.
- 4. LIMITATIONS OF SERVICE.**
- Deficiency Correction.** Customer agrees that any Equipment or System out of warranty prior to the start of this Agreement shall be inspected by a Company Field Service Technician. If Company discovers any deficiencies, Company shall submit repair charges to Customer in writing at the then-prevailing Company prices and hourly rates. Should Customer decline such repair charges, Company may eliminate the deficient Equipment or System from coverage under this Agreement and adjust the price accordingly.
- Abnormal Use.** Service under this Agreement does not include repairs or servicing made necessary by or arising out of:
- any causes other than normal use of the Equipment or System, as determined in the sole discretion of Company including, without limitation: (a) the fault or negligence of Customer or any third party; (b) operation of the Equipment or System not in accordance with Company's or the manufacturer's specifications (including, without limitation, failure to provide a suitable installation and operation environment); or (c) use of the Equipment or System for purposes other than those for which it is designed;
 - any causes external to the Equipment or System including without limitation: (a) failure or fluctuation of electrical power; (b) use of non-Company approved or recommended suppliers or attachments; (c) moving the Equipment or System; or (d) the occurrence of any events set forth in Section 10;
 - repair, servicing or alterations to the Equipment or System by anyone other than an authorized Company service representative or without the written consent of Company; or representative or without the written consent of Company;
 - alteration or relocation of Equipment or System and/or topographical changes to the area protected by the Equipment or System.
- 5. CUSTOMER RESPONSIBILITIES.**
- Site Environment.** The Equipment and System are designed to operate within certain power, temperature, and humidity ranges as specified in the appropriate operating manual for the Equipment and System. Customer shall prepare and maintain the site in conformity with such specifications. Customer assumes all responsibility for any Equipment or System malfunction that occurs as a result of operation outside of such specifications, including without limitation the cost of repairing or replacing the malfunctioning Equipment or System.
- Access.** Customer shall provide Company with access to the Equipment and System and adequate working space and facilities within a reasonable distance of the Equipment and System. Company will be free to start and stop all primary equipment incidental to the operation of the Equipment and System.
- Operating Procedures.** Customer will follow routine operating procedures as specified in the operating manuals for the Equipment and System.
- Customer Representative.** A representative of Customer shall be present at the site at all times Services are being performed by Company. Unless otherwise agreed to, Company personnel will not enter or remain at the site in the absence of a Customer representative.
- 6. TERM; TERMINATION.** The initial term (the "Initial Term") of this Agreement shall be for a one (1) year period commencing on the Effective Date. This Agreement shall automatically renew for successive one (1) year periods (each a "Renewal Term"; the Initial Term and all Renewal Terms are collectively the "Term") until terminated in writing as provided in this Agreement. Each Renewal Term shall be subject to the terms and conditions of this Agreement, except that the service fee due to Company for each Renewal Term shall be at the rate then charged by Company for similar inspection services. Either party may terminate this Agreement by giving the other party written notice of termination at least thirty (30) days prior to the end of the then-current Initial Term or Renewal Term, as applicable, unless earlier terminated by Company in accordance with Section 8.
- 7. DEFAULT.** Any one or more of the following shall constitute a default by Customer under this Agreement (each, a "Default"): (i) Customer is delinquent in payment of any sums due under this Agreement; (ii) Customer fails to comply with any term or provision of this Agreement; (iii) Customer files a petition in bankruptcy or Customer has a bankruptcy petition filed against it; (iv) Customer is unable to pay its debts as they mature, as determined by Company in its sole discretion; or (v) Customer makes an assignment for the benefit of its creditors.
- 8. REMEDIES.** In the event of a Default, Company may exercise any one or more of the following remedies, in any combination:
- Discontinuance of Service.** Company, at its option, may immediately terminate this Agreement or refuse to continue to service this Equipment or System or may elect to furnish service on another basis, including, without limitation, on a C.O.D. "Per Call" basis.
- Acceleration.** Company may accelerate all amounts due under this Agreement for the then-current Initial Term or Renewal Term of this Agreement, as applicable (including any Renewal Term). The parties agree that such acceleration is not a penalty, but is in the nature of liquidated damages because the parties agree Company's actual damages would be impossible to determine.
- 9. TAXES.** Except as set forth on the first page of this Agreement, the fees paid under this Agreement do not include any applicable taxes and Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed on or with respect to the Services. If Customer is tax-exempt, then prior to executing this Agreement, Customer will provide Company with a valid and correct tax exemption certificate. Failure to provide a tax exemption certificate in a timely fashion may result in Customer losing the advantages of tax exemption with regard to the transactions contemplated by this Agreement.
- 10. FORCE MAJEURE.** Company will be excused from any delay or failure to perform under this Agreement due, in whole or in part, directly or indirectly, to any cause beyond Company's reasonable control, including without limitation labor difficulties, fire, casualty or accidents, acts of God, civil disorder, transportation difficulties, shortage of fuel, labor or materials, governmental acts or restrictions, or Customer's denial to Company of full access to the Equipment or System.

11. LIMITATION OF LIABILITY.

- A. *Company shall have no liability for indirect, incidental, exemplary, consequential, punitive, or special damages, including without limitation lost profits, loss of income, or loss of goodwill, arising out of this Agreement or the use or possession of the Equipment or System(s), however caused and under any theory of liability (including without limitation negligence), whether based in contract, tort, or any other cause of action, even if Company has been advised of the possibility of such damages.*
- B. *Company's total liability to Customer for any breach by Company under this Agreement or any claim of Customer against Company related to this Agreement, directly or indirectly, is limited to the lesser of a refund of the fees paid by Customer under this Agreement (not to exceed one year's fees paid under this Agreement) or the actual direct damage suffered by Customer.*

12. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES.

- A. Company warrants that all Services will be performed in a workmanlike manner and in compliance with applicable laws and regulations.
- B. *Except as expressly stated in this Agreement, Company makes no warranty, express or implied, regarding the Services to be provided by Company, the Equipment, or the System(s), including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and Customer expressly waives all such warranties.*

13. BREACH BY COMPANY. Customer expressly agrees that no action at law or in equity shall be maintained by Customer against Company for Company's alleged breach of this Agreement or violation of any federal or state law now in effect or enacted in the future with respect to any obligation or duty incurred under this Agreement by Company unless Customer notifies Company in writing at the address specified in this Agreement within ten (10) days from date of such alleged breach or violation, and provided Company does not remedy or correct the breach or violation within sixty (60) days from the receipt of such notice.

14. TIME LIMITATION. All claims, actions or proceedings, legal or equitable, against Company must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or such claim, action or proceeding is barred, time being of the essence of this Section 14.

15. INDEMNIFICATION. Customer assumes financial and legal responsibility for damage or injury (including without limitation death) to all persons, and property damage or loss of use thereof, caused by, resulting from, or arising out of any negligence caused by or contributed to by Customer, its agents, servants, or employees. Customer shall, at its cost, indemnify and, at Company's option, defend, Company, its officers, directors, employees, agents, and contractors (collectively, the "Company Indemnified Parties") from and against any claims, demands, causes of action, proceedings, assessments, damages, liabilities, settlements, judgments, fines, penalties, interest, costs, and expenses (including without limitation reasonable attorneys' fees, professionals' fees, and court costs), that any Company Indemnified Party may incur arising from or relating to: (a) Customer's breach of this Agreement; (b) any negligence or other tortious conduct by Customer or any of its agents, servants, or employees; and (c) any violation of any applicable law, rule, regulation, or order by Customer or any of its agents, employees, or servants. This Section 15 shall continue in effect notwithstanding any payment in full by Customer for the Services. Customer further understands that Company is relying upon this limitation in determining the cost of the Services.

16. WAIVER OF SUBROGATION. Customer agrees to waive all rights of subrogation as allowed by governing insurance policies. Customer understands and agrees that Company does not assume risk or liability for loss due to fire or damages to the premises referred to herein, property or equipment, or personal injury due to either the operation or non-operation of the Equipment and/or System. Customer further understands that Company is relying upon this waiver in determining the cost of services provided to Customer.

17. REMEDIES CUMULATIVE. The remedies provided in this Agreement in favor of Company upon a breach of this Agreement by Customer shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in Company's favor existing at law or in equity. Company may exercise all remedies, whether or not expressed, successively or concurrently, and any such action shall not operate to release Customer until the full amount of all sums due and to become due under this Agreement have been paid.

18. SEVERABILITY. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable or invalid such provision shall be modified to the extent necessary to eliminate such invalidity or unenforceability and any remaining unenforceability or invalidity shall have no effect on any of the other terms of the Agreement, which shall remain in full force and effect in accordance with its terms.

19. HAZARD TO PERSONNEL.

Customer represents and warrants that, except as otherwise disclosed to Company in writing, in the areas where Company will perform Services there are no: (i) materials or substances classified as toxic or hazardous on or in the walls, floors, ceilings, or other structural members, or otherwise stored in the work area; (ii) situations requiring special precautions; (iii) equipment required by federal, state, or local health or safety regulations; or (iv) unsafe working conditions.

20. RECORDS. The Company has a document destruction policy in effect for all of its customers which will lead to the destruction of this Agreement and any and all related materials, documents, plans or correspondence, in paper or electronic form (collectively, the "Records"). Notwithstanding the foregoing, Customer may, within twelve (12) months following the expiration or termination of this Agreement, provide written notice to the Company requesting the Company to send the Records to Customer at Customer's sole cost and expense. If Customer does not so request the Records from the Company within twelve (12) months following the expiration or termination of this Agreement, the Company shall have no further obligation to produce or maintain the Records.

21. MISCELLANEOUS

- A. **Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the parties regarding the subject matter of this Agreement and supersedes any prior or contemporaneous agreement, understanding, or order between the parties regarding the subject matter of this Agreement. Should the terms and conditions of any purchase order of Customer issued in connection with this Agreement conflict with or add to any provisions of this Agreement, such new terms or different terms are expressly rejected by Company unless otherwise stated in writing by an authorized representative of Company and shall be of no force or effect. No modification of this Agreement shall be binding unless made in writing and signed by both parties.
- B. **Waiver.** No claim or right arising out of this Agreement may be discharged in whole or in part by a waiver of the claim or right unless the waiver is in writing and signed by the waiving party. The waiver or acceptance of any breach by either party of any provision of this Agreement shall not constitute a waiver of or excuse for non-performance as to any other provision of this Agreement, nor as to any prior or subsequent breach of the same provision.
- C. **Governing Law.** This Agreement is made and entered into in the Commonwealth of Pennsylvania and shall be in all respects governed by and construed in accordance with the laws of the United States and the Commonwealth of Pennsylvania as if entirely performed in Pennsylvania and without regard to any conflict of law rules and without regard to any rules of construction or interpretation relating to which party drafted this Agreement. Nothing in this Agreement is intended to supersede, conflict with, or alter Company's rights and Customer's obligations under the Pennsylvania Contractor and Subcontractor Payment Act.
- D. **Jurisdiction.** Customer consents to the exclusive jurisdiction and venue of the Montgomery County Court of Common Pleas of the Commonwealth of Pennsylvania or the United States District Court for the Eastern District of Pennsylvania with respect to the enforcement of this Agreement, the collection of any amounts due under this Agreement, or any disputes arising under this Agreement. Customer agrees that effective service of process may be made upon Customer by U.S. mail under the notice provision contained in Section 21.E.

- E. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to be sufficiently delivered if sent by: (i) hand delivery; (ii) nationally recognized overnight carrier; or (iii) first class mail, to Company at Keystone Fire Protection Co., 433 Industrial Drive, North Wales, PA 19454, Attn: President, and to Customer at the address stated on the first page of this Agreement. Such notice shall be effective on the earlier of actual receipt, refusal by the recipient, or three (3) days after sending. Any party may change the address to which communications are sent by delivering notice of such change to the other party in accordance with this Section 21.E
- F. Assignment. This Agreement may not be assigned by Customer, either directly or indirectly (including, without limitation, by merger or sale of capital stock or assets), without the prior written consent of Company, which consent may be withheld by Company, in its sole discretion. This Agreement shall inure to the benefit of and shall be binding upon Company's and Customer's respective successors and permitted assigns.
- G. Waiver of Jury Trial. **The parties expressly waive the right to a trial by jury in any action or proceeding brought relating to this Agreement. The parties prefer that such a dispute be determined by a judge.**
- H. No Set-Off. Customer has no right to set off against amounts due to Company, and in the event Customer exercises a set off it shall constitute a Default and entitle Company to all of its rights and remedies under this Agreement, including, without limitation, the right to recover interest and attorneys' fees.
- I. Attorneys' Fees. Customer shall pay Company's costs, attorneys' fees, and professionals' fees in the event of a dispute between Customer and Company regarding the interpretation or enforcement of this Agreement that results in litigation, in which Company is the prevailing party. Company's right to the foregoing shall not merge with but shall survive the entry of judgment, and shall extend to appeals and collection.
- J. Commercial Transaction. The parties acknowledge and agree that this Agreement is a commercial transaction and not for personal, family, or household use.
- K. Compliance with Laws. Customer shall comply with all applicable federal, state, and local laws, rules, and ordinances.
- L. Survival. All provisions of this Agreement that, by their terms, should survive termination or expiration of this Agreement shall survive such termination or expiration.

END OF SECTION

LIST OF ADDITIONAL SERVICE LOCATIONS:

LOC. NO.	LOCATION NAME	ADDRESS OF SERVICE LOCATION(S)	PRICE PER LOCATION
1	Resica Elementary	School 1 Gravel Ridge Road	\$0.00
2			\$0.00
3			\$0.00
4			\$0.00
5			\$0.00
6			\$0.00
7			\$0.00
8			\$0.00
9			\$0.00
10			\$0.00
11			\$0.00
12			\$0.00
13			\$0.00
14			\$0.00
15			\$0.00
16			\$0.00
17			\$0.00
18			\$0.00
19			\$0.00
20			\$0.00
21			\$0.00
22			\$0.00
23			\$0.00
24			\$0.00
25			\$0.00
26			\$0.00
27			\$0.00
28			\$0.00
29			\$0.00

LIST OF SYSTEM(S) TO BE SERVICED:

LOC.	SYS.	INSP.			
NO.	NO.	DUE	SYSTEM TYPE	AREA PROTECTED	DESCRIPTION OF SYSTEM
1	1		Fire Alarm System	Building	(1) Notifier NFS 2 (1) Annunciator (1) Field Power Supply (18) Pull Stations (77) Smoke Detectors (9) Duct Detectors (11) Heat Detectors (7) Supervisory Switches (24) Horn Strobes INSPECTION DUE JULY 2017
	2		Fire Extinguishers	Building	(30) ABC (1) K-Class INSPECTION DUE JULY 2017
	3		Kitchen System	Kitchen	(1) Kiddie WHDR 400 Single Tank ***PRICE INCLUDE FUSIBLE LINKS*** INSPECTION DUE JULY 2017
	4		Wet Sprinkler System	Building	(2) 6" Wet Riser INSPECTION DUE JULY 2017

LIFE-SAFETY SYSTEM SERVICE AGREEMENT

This Life Safety System Service Agreement is entered into by and between **Keystone Fire Protection Co.** (hereinafter referred to as "**Company**") and the Customer whose name and address are set forth below (hereinafter referred to as "**Customer**"). The Life Safety System Service Agreement, the attached Exhibit(s) and the Service Agreement Standard Terms and Conditions attached hereto are collectively referred to as the "**Agreement**". Company agrees to provide inspection and maintenance services to Customer in accordance with this Agreement.

<p>CUSTOMER: East Stroudsburg SD 50 Vine Street East Stroudsburg, PA 18301</p> <p>ATTN: Scott Ihle</p> <p>PHONE: (570) 656-4283</p> <p>FAX: x10420</p>	<p>SERVICE SITE INFO: Smithfield Elementary 245 River Road East Stroudsburg, PA 18301</p> <p style="text-align: center;"><input type="checkbox"/></p>	<p>PROPOSAL DATE: 5/1/2017</p> <p>LIFE SAFETY ADVISOR: 190</p> <p>PROPOSAL NO: 17-0294</p> <p>AGREEMENT EFFECTIVE DATES: FROM: 6/1/2017 TO: 5/30/2020</p>
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SERVICES PROVIDED UNDER THIS AGREEMENT:

For specific information on the equipment and systems covered under this Agreement, please refer to the "List of Systems to be Serviced". In many cases, the systems listed below require different intervals of test and inspection. Please refer to the specified "Exhibit" for each system marked with a "✓" below for information on testing intervals, scope of inspection work, and value-added optional services.

System Type	Quantity	✓	Annual Fee	
Building Fire Alarm System(s)	(1)	✓	\$1,289.00	(See Exhibit A - Fire Alarm System Inspection)
Central Station Monitoring Service				
Clean Agent Extinguishing System(s)				
Automatic Fire Damper(s)				
Pre-Action/Deluge/Foam System(s)				
Restaurant Suppression System(s)	(1)	✓	\$236.00	(See Exhibit C - PreEngineered System Inspection)
Industrial Dry Chemical System(s)				
Emergency Lighting & Exit Sign(s)				
Hand Portable Fire Extinguisher(s)	(18)	✓	\$68.95	(See Exhibit D - Hand Portable Inspection)
Wet Sprinkler & Standpipe System(s)	(3)	✓	\$353.00	(See Exhibit E - Sprinkler System Inspection)
Dry Sprinkler System(s)				
Fire Pump Annual Testing	(1)	✓	\$301.00	(See Exhibit E - Sprinkler System Inspection)
Fire Pump Churn Testing				
Backflow Prevention Device(s)				
Yard Hydrant System(s)				
Fire Hose Inspection				
Annual Investment			\$2,247.95	<i>(Tax Exempt - NOTE: Customer must provide KFPCO with valid exemption certificate to avoid being charged tax.)</i>
Plus Applicable Tax			\$0.00	

ANNUAL INVESTMENT: **\$2,247.95**

KFPCo proposes to bill Customer Annually for a price of \$2,247.95 per installment. Prices valid for 30 days.

Annual investment above includes the cost to perform the inspection(s), only, and any "Additional Required" and/or "Value-Added" Services listed below, marked as "Included". Unless otherwise noted, all replacement parts, repairs, emergency service calls, recharges, or other changes in work scope, will result in charges over and above the stated inspection price. Customer selected optional services such as "Parts Protection Plus" will be billed at the commencement of this agreement and at each successive renewal period.

SERVICE RESPONSE:

Emergency Service Calls:

Our initial response to you will be provided within (4) hour(s) of receipt of your call. Company personnel will assess the situation by phone and will determine the required next course of action with you or a designated member of your staff.

On-Site Response Time:

Service personnel will arrive at your facility within (24) hour(s) of your phoned request, if it is determined that a site service visit is required. Please advise your Life Safety Specialist if a higher priority on-site response is required.

SERVICE LABOR RATES:

While our inspection and testing services are designed to reduce the need for emergency service visits, should you require a technician to respond to your site, we are available 24 hours a day, 7 days a week, 52 weeks per year. The following is a description of our labor charges for normal business hours, and our policy regarding overtime and holidays.

Standard Travel and Labor Rates:

		Standard	Agreement
		<u>Rates</u>	<u>Rates</u>
Normal Business Hours - 8:00 AM to 4:30 PM, Monday through Friday			
Extinguisher, Restaurant, or Shop Labor	(Per Hour)	\$112.00	\$93.00
Sprinkler, Alarm or Suppression Labor	(Per Hour)	\$134.00	\$112.00
Network Alarm & Security Labor	(Per Hour)	\$196.00	\$163.00
2 Hour Minimum Billing			
Overtime Hours - After 4:30 PM Monday through Friday & all day Saturday			
Extinguisher, Restaurant, or Shop Labor	(Per Hour)	\$142.00	\$118.00
Sprinkler, Alarm or Suppression Labor	(Per Hour)	\$169.00	\$141.00
Network Alarm & Security Labor	(Per Hour)	\$247.00	\$206.00
4 Hour Minimum Billing			
Sunday & Holiday Hours - All day Sunday & Holidays **			
Extinguisher, Restaurant, or Shop Labor	(Per Hour)	\$163.00	\$136.00
Sprinkler, Alarm or Suppression Labor	(Per Hour)	\$196.00	\$163.00
Network Alarm & Security Labor	(Per Hour)	\$284.00	\$237.00

All Service Calls are Subject to:

- Minimum Hourly Billing as noted above
- Billing in half-hour increments (after time exceeds minimum billing)
- Plus Travel Time, portal to portal
- Invoices due and payable: **NET 20 DAYS**

Service Replacement Parts:

- All replacement parts deemed necessary to maintain listed systems in an operable state will be itemized and billed as an extra at the Manufacturer's suggested list price .

***New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Thanksgiving Friday, Christmas Eve, and Christmas Day (should any of these days fall on a Saturday, holiday will be observed on the previous Friday; should any of these days fall on a Sunday, holiday will be observed the following Monday).*

ACCEPTANCE OF AGREEMENT:

This Agreement has been read, understood and hereby accepted. By the signature below and your initials on the subsequent pages, you are hereby authorizing Company to perform the work as specified. Payment will be made as outlined above:

KEYSTONE FIRE PROTECTION COMPANY

CUSTOMER

Signature

Printed Name

Title

Date

Signature

Printed Name

Title

Email Address

Date

ADDITIONAL REQUIRED SERVICES:

In addition to the above-described services to be performed, your life safety systems may require one or more of the following additional tests or services to be conducted during the coverage period of this agreement. These services are typically preventative maintenances and/or invasive tests, done on less frequent intervals, to further ensure the functional effectiveness of your system(s). Where noted, these services are required by code and must be performed at the appropriate intervals to certify your system(s). Please take a moment to review the *Glossary of Services* sheet which describes the benefits of these required services. Unless indicated otherwise below, these services will only be quoted on a **Time & Material (T&M)** basis, at the contracted labor rates in effect at the time of the testing. Tests and services which do not pertain to your life safety systems will be marked with an "N/A" indicating that they are not applicable.

<input type="checkbox"/>	Smoke Detector Sensitivity Testing - required by NFPA Pamphlet 72 (bi-annually)		\$ 512.00
<input type="checkbox"/>	Decibel (dB) Testing of Fire Alarms - required by City of Philadelphia Fire Code		N/A
<input type="checkbox"/>	Room Integrity Door Fan Testing - recommended by NFPA 2001 & 12A (annually)		N/A
<input type="checkbox"/>	Monthly Extinguisher Inspections - required by NFPA Pamphlet 10 (monthly)	Per month:	\$ 49.50
<input type="checkbox"/>	Pipe Obstruction Investigation - required by NFPA Pamphlet 25 (5 year intervals)		N/A
<input type="checkbox"/>	Sprinkler Gauge Replacement - required by NFPA Pamphlet 25 (5 year intervals)		N/A
<input type="checkbox"/>	Antifreeze Solution Testing - required by NFPA Pamphlet 25 (annually)		N/A
<input type="checkbox"/>	Fire Department Connection Backflush - required by City of Phila. (5 year intervals)		N/A
<input type="checkbox"/>	Standpipe & Hose Connection Flow Test - required by City of Phila. (5 year intervals)		N/A
<input type="checkbox"/>	Standpipe & Hose Connection Hydro Test - required by City of Phila. (5 year intervals)		N/A
<input type="checkbox"/>	Alarm Valve Internal Inspection - required by City of Phila. (5 year intervals)		N/A

VALUE-ADDED (OPTIONAL) SERVICES:

Keystone is also proud to offer the following value-added services which will enhance your overall service experience with us. Please take a moment to review the *Glossary of Services* sheet which describes the benefits of these money-saving services. Those services which do not pertain to your life safety systems will be marked with an "N/A" indicating that they are not applicable.

<input type="checkbox"/>	Rapid Repair™ Same-Day Deficiency Correction Program		
<input type="checkbox"/>	Parts Protection Plus™ Covering: Alarm _____ Suppression _____ Pre-Action _____		N/A
<input type="checkbox"/>	Smoke Detector Cleaning		\$ 354.00
<input type="checkbox"/>	After Hours Testing of Audible Alarm Devices		\$ 470.00
<input type="checkbox"/>	Central Station Monitoring - One-Time Equipment Set-Up Investment		N/A
<input type="checkbox"/>	Nozzle Plan Plus™ Nozzle & Blow-Off Cap Replacement Coverage for Restaurant Systems		\$ 65.00
<input type="checkbox"/>	xTEND-GUISHER™ - All-Inclusive Fire Extinguisher Maintenance Plan		\$ 420.20
<input checked="" type="checkbox"/>	ePlace™ - Extinguisher and Field Device Placement Reporting		Included
<input type="checkbox"/>	Employee Fire Extinguisher Training - Classroom Only (2 Hr. Minimum)	Per Hour:	\$ 150.00
<input type="checkbox"/>	Live Hands-On Fire Extinguisher Training - (Classroom Training Req'd.)	Per Person:	\$ 12.50

Place an "X" in the box to the left of each service that you wish to select. Keystone will only provide those services which have been selected by you and authorized with a signature at the bottom of this page.

ACCEPTANCE OF ADDITIONAL & OPTIONAL SERVICES:

I authorize Keystone Fire Protection Co. to add the services marked above with an "X" to my *Annual Investment* from Page 1:

CUSTOMER

Signature _____

Title _____

Printed Name _____

Date _____

- 1. AGREEMENT.** This Agreement shall become effective (the "Effective Date") upon the later of (i) execution by the customer identified on the first page of this Agreement ("Customer") and (ii) acceptance and execution of this Agreement by a duly authorized representative of Keystone Fire Protection Co. ("Company").
- 2. SALE OF MAINTENANCE AND SERVICE.** Company shall sell to Customer and Customer shall purchase from Company the maintenance and services ("Services") identified in this Agreement to be performed on Customer's equipment ("Equipment") or fire system ("System"). Customer may order additions, deletions, revisions or other changes in the Services within the general scope of this Agreement provided that if such changes affect the cost of the work to be performed, or the time required for completion of the work to be performed, as determined in the reasonable discretion of the Company, the Agreement, deadlines and the amount to be paid to Company shall be adjusted in the sole discretion of the Company. Company shall be under no obligation to perform the additions, deletions, revisions or other changes in the work requested by Customer in the absence of a written amendment to this Agreement that complies with Section 21.A of this Agreement.
- 3. PURCHASE PRICE AND PAYMENT.** Customer shall pay Company in accordance with the terms set forth in this Agreement or as otherwise set forth on Company's invoice. Company's prices are exclusive of insurance, shipping, handling, and taxes with respect to the purchase of any Services, Equipment, or System. All charges shall be paid NET the number of days from the date of invoice, as set forth on the second page of this agreement. If Customer fails to make any payments when due, a finance charge of 15% per annum will accrue from the due date until paid. If Company retains a collection agency, legal counsel, or incurs any out-of-pocket costs to collect overdue payments, all such collection costs (including without limitation attorneys' fees) shall be paid by Customer. Company shall not be obligated to extend credit or financing terms to Customer. Customer acknowledges that, other than Company's completion of the Services, payment to Company is not contingent on any occurrence, matter or event, including, without limitation, Customer's receipt of payment from any third party such as an owner or insurance company.
- 4. LIMITATIONS OF SERVICE.**
- Deficiency Correction.** Customer agrees that any Equipment or System out of warranty prior to the start of this Agreement shall be inspected by a Company Field Service Technician. If Company discovers any deficiencies, Company shall submit repair charges to Customer in writing at the then-prevailing Company prices and hourly rates. Should Customer decline such repair charges, Company may eliminate the deficient Equipment or System from coverage under this Agreement and adjust the price accordingly.
- Abnormal Use.** Service under this Agreement does not include repairs or servicing made necessary by or arising out of:
- any causes other than normal use of the Equipment or System, as determined in the sole discretion of Company including, without limitation: (a) the fault or negligence of Customer or any third party; (b) operation of the Equipment or System not in accordance with Company's or the manufacturer's specifications (including, without limitation, failure to provide a suitable installation and operation environment); or (c) use of the Equipment or System for purposes other than those for which it is designed;
 - any causes external to the Equipment or System including without limitation: (a) failure or fluctuation of electrical power; (b) use of non-Company approved or recommended suppliers or attachments; (c) moving the Equipment or System; or (d) the occurrence of any events set forth in Section 10;
 - repair, servicing or alterations to the Equipment or System by anyone other than an authorized Company service representative or without the written consent of Company; or representative or without the written consent of Company;
 - alteration or relocation of Equipment or System and/or topographical changes to the area protected by the Equipment or System.
- 5. CUSTOMER RESPONSIBILITIES.**
- Site Environment.** The Equipment and System are designed to operate within certain power, temperature, and humidity ranges as specified in the appropriate operating manual for the Equipment and System. Customer shall prepare and maintain the site in conformity with such specifications. Customer assumes all responsibility for any Equipment or System malfunction that occurs as a result of operation outside of such specifications, including without limitation the cost of repairing or replacing the malfunctioning Equipment or System.
- Access.** Customer shall provide Company with access to the Equipment and System and adequate working space and facilities within a reasonable distance of the Equipment and System. Company will be free to start and stop all primary equipment incidental to the operation of the Equipment and System.
- Operating Procedures.** Customer will follow routine operating procedures as specified in the operating manuals for the Equipment and System.
- Customer Representative.** A representative of Customer shall be present at the site at all times Services are being performed by Company. Unless otherwise agreed to, Company personnel will not enter or remain at the site in the absence of a Customer representative.
- 6. TERM; TERMINATION.** The initial term (the "Initial Term") of this Agreement shall be for a one (1) year period commencing on the Effective Date. This Agreement shall automatically renew for successive one (1) year periods (each a "Renewal Term"; the Initial Term and all Renewal Terms are collectively the "Term") until terminated in writing as provided in this Agreement. Each Renewal Term shall be subject to the terms and conditions of this Agreement, except that the service fee due to Company for each Renewal Term shall be at the rate then charged by Company for similar inspection services. Either party may terminate this Agreement by giving the other party written notice of termination at least thirty (30) days prior to the end of the then-current Initial Term or Renewal Term, as applicable, unless earlier terminated by Company in accordance with Section 8.
- 7. DEFAULT.** Any one or more of the following shall constitute a default by Customer under this Agreement (each, a "Default"): (i) Customer is delinquent in payment of any sums due under this Agreement; (ii) Customer fails to comply with any term or provision of this Agreement; (iii) Customer files a petition in bankruptcy or Customer has a bankruptcy petition filed against it; (iv) Customer is unable to pay its debts as they mature, as determined by Company in its sole discretion; or (v) Customer makes an assignment for the benefit of its creditors.
- 8. REMEDIES.** In the event of a Default, Company may exercise any one or more of the following remedies, in any combination:
- Discontinuance of Service.** Company, at its option, may immediately terminate this Agreement or refuse to continue to service this Equipment or System or may elect to furnish service on another basis, including, without limitation, on a C.O.D. "Per Call" basis.
- Acceleration.** Company may accelerate all amounts due under this Agreement for the then-current Initial Term or Renewal Term of this Agreement, as applicable (including any Renewal Term). The parties agree that such acceleration is not a penalty, but is in the nature of liquidated damages because the parties agree Company's actual damages would be impossible to determine.
- 9. TAXES.** Except as set forth on the first page of this Agreement, the fees paid under this Agreement do not include any applicable taxes and Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed on or with respect to the Services. If Customer is tax-exempt, then prior to executing this Agreement, Customer will provide Company with a valid and correct tax exemption certificate. Failure to provide a tax exemption certificate in a timely fashion may result in Customer losing the advantages of tax exemption with regard to the transactions contemplated by this Agreement.
- 10. FORCE MAJEURE.** Company will be excused from any delay or failure to perform under this Agreement due, in whole or in part, directly or indirectly, to any cause beyond Company's reasonable control, including without limitation labor difficulties, fire, casualty or accidents, acts of God, civil disorder, transportation difficulties, shortage of fuel, labor or materials, governmental acts or restrictions, or Customer's denial to Company of full access to the Equipment or System.

11. LIMITATION OF LIABILITY.

- A. *Company shall have no liability for indirect, incidental, exemplary, consequential, punitive, or special damages, including without limitation lost profits, loss of income, or loss of goodwill, arising out of this Agreement or the use or possession of the Equipment or System(s), however caused and under any theory of liability (including without limitation negligence), whether based in contract, tort, or any other cause of action, even if Company has been advised of the possibility of such damages.*
- B. *Company's total liability to Customer for any breach by Company under this Agreement or any claim of Customer against Company related to this Agreement, directly or indirectly, is limited to the lesser of a refund of the fees paid by Customer under this Agreement (not to exceed one year's fees paid under this Agreement) or the actual direct damage suffered by Customer.*

12. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES.

- A. Company warrants that all Services will be performed in a workmanlike manner and in compliance with applicable laws and regulations.
- B. *Except as expressly stated in this Agreement, Company makes no warranty, express or implied, regarding the Services to be provided by Company, the Equipment, or the System(s), including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and Customer expressly waives all such warranties.*

13. BREACH BY COMPANY. Customer expressly agrees that no action at law or in equity shall be maintained by Customer against Company for Company's alleged breach of this Agreement or violation of any federal or state law now in effect or enacted in the future with respect to any obligation or duty incurred under this Agreement by Company unless Customer notifies Company in writing at the address specified in this Agreement within ten (10) days from date of such alleged breach or violation, and provided Company does not remedy or correct the breach or violation within sixty (60) days from the receipt of such notice.

14. TIME LIMITATION. All claims, actions or proceedings, legal or equitable, against Company must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or such claim, action or proceeding is barred, time being of the essence of this Section 14.

15. INDEMNIFICATION. Customer assumes financial and legal responsibility for damage or injury (including without limitation death) to all persons, and property damage or loss of use thereof, caused by, resulting from, or arising out of any negligence caused by or contributed to by Customer, its agents, servants, or employees. Customer shall, at its cost, indemnify and, at Company's option, defend, Company, its officers, directors, employees, agents, and contractors (collectively, the "Company Indemnified Parties") from and against any claims, demands, causes of action, proceedings, assessments, damages, liabilities, settlements, judgments, fines, penalties, interest, costs, and expenses (including without limitation reasonable attorneys' fees, professionals' fees, and court costs), that any Company Indemnified Party may incur arising from or relating to: (a) Customer's breach of this Agreement; (b) any negligence or other tortious conduct by Customer or any of its agents, servants, or employees; and (c) any violation of any applicable law, rule, regulation, or order by Customer or any of its agents, employees, or servants. This Section 15 shall continue in effect notwithstanding any payment in full by Customer for the Services. Customer further understands that Company is relying upon this limitation in determining the cost of the Services.

16. WAIVER OF SUBROGATION. Customer agrees to waive all rights of subrogation as allowed by governing insurance policies. Customer understands and agrees that Company does not assume risk or liability for loss due to fire or damages to the premises referred to herein, property or equipment, or personal injury due to either the operation or non-operation of the Equipment and/or System. Customer further understands that Company is relying upon this waiver in determining the cost of services provided to Customer.

17. REMEDIES CUMULATIVE. The remedies provided in this Agreement in favor of Company upon a breach of this Agreement by Customer shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in Company's favor existing at law or in equity. Company may exercise all remedies, whether or not expressed, successively or concurrently, and any such action shall not operate to release Customer until the full amount of all sums due and to become due under this Agreement have been paid.

18. SEVERABILITY. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable or invalid such provision shall be modified to the extent necessary to eliminate such invalidity or unenforceability and any remaining unenforceability or invalidity shall have no effect on any of the other terms of the Agreement, which shall remain in full force and effect in accordance with its terms.

19. HAZARD TO PERSONNEL.

Customer represents and warrants that, except as otherwise disclosed to Company in writing, in the areas where Company will perform Services there are no: (i) materials or substances classified as toxic or hazardous on or in the walls, floors, ceilings, or other structural members, or otherwise stored in the work area; (ii) situations requiring special precautions; (iii) equipment required by federal, state, or local health or safety regulations; or (iv) unsafe working conditions.

20. RECORDS. The Company has a document destruction policy in effect for all of its customers which will lead to the destruction of this Agreement and any and all related materials, documents, plans or correspondence, in paper or electronic form (collectively, the "Records"). Notwithstanding the foregoing, Customer may, within twelve (12) months following the expiration or termination of this Agreement, provide written notice to the Company requesting the Company to send the Records to Customer at Customer's sole cost and expense. If Customer does not so request the Records from the Company within twelve (12) months following the expiration or termination of this Agreement, the Company shall have no further obligation to produce or maintain the Records.

21. MISCELLANEOUS

- A. **Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the parties regarding the subject matter of this Agreement and supersedes any prior or contemporaneous agreement, understanding, or order between the parties regarding the subject matter of this Agreement. Should the terms and conditions of any purchase order of Customer issued in connection with this Agreement conflict with or add to any provisions of this Agreement, such new terms or different terms are expressly rejected by Company unless otherwise stated in writing by an authorized representative of Company and shall be of no force or effect. No modification of this Agreement shall be binding unless made in writing and signed by both parties.
- B. **Waiver.** No claim or right arising out of this Agreement may be discharged in whole or in part by a waiver of the claim or right unless the waiver is in writing and signed by the waiving party. The waiver or acceptance of any breach by either party of any provision of this Agreement shall not constitute a waiver of or excuse for non-performance as to any other provision of this Agreement, nor as to any prior or subsequent breach of the same provision.
- C. **Governing Law.** This Agreement is made and entered into in the Commonwealth of Pennsylvania and shall be in all respects governed by and construed in accordance with the laws of the United States and the Commonwealth of Pennsylvania as if entirely performed in Pennsylvania and without regard to any conflict of law rules and without regard to any rules of construction or interpretation relating to which party drafted this Agreement. Nothing in this Agreement is intended to supersede, conflict with, or alter Company's rights and Customer's obligations under the Pennsylvania Contractor and Subcontractor Payment Act.
- D. **Jurisdiction.** Customer consents to the exclusive jurisdiction and venue of the Montgomery County Court of Common Pleas of the Commonwealth of Pennsylvania or the United States District Court for the Eastern District of Pennsylvania with respect to the enforcement of this Agreement, the collection of any amounts due under this Agreement, or any disputes arising under this Agreement. Customer agrees that effective service of process may be made upon Customer by U.S. mail under the notice provision contained in Section 21.E.

- E. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to be sufficiently delivered if sent by: (i) hand delivery; (ii) nationally recognized overnight carrier; or (iii) first class mail, to Company at Keystone Fire Protection Co., 433 Industrial Drive, North Wales, PA 19454, Attn: President, and to Customer at the address stated on the first page of this Agreement. Such notice shall be effective on the earlier of actual receipt, refusal by the recipient, or three (3) days after sending. Any party may change the address to which communications are sent by delivering notice of such change to the other party in accordance with this Section 21.E
- F. **Assignment.** This Agreement may not be assigned by Customer, either directly or indirectly (including, without limitation, by merger or sale of capital stock or assets), without the prior written consent of Company, which consent may be withheld by Company, in its sole discretion. This Agreement shall inure to the benefit of and shall be binding upon Company's and Customer's respective successors and permitted assigns.
- G. **Waiver of Jury Trial.** **The parties expressly waive the right to a trial by jury in any action or proceeding brought relating to this Agreement. The parties prefer that such a dispute be determined by a judge.**
- H. **No Set-Off.** Customer has no right to set off against amounts due to Company, and in the event Customer exercises a set off it shall constitute a Default and entitle Company to all of its rights and remedies under this Agreement, including, without limitation, the right to recover interest and attorneys' fees.
- I. **Attorneys' Fees.** Customer shall pay Company's costs, attorneys' fees, and professionals' fees in the event of a dispute between Customer and Company regarding the interpretation or enforcement of this Agreement that results in litigation, in which Company is the prevailing party. Company's right to the foregoing shall not merge with but shall survive the entry of judgment, and shall extend to appeals and collection.
- J. **Commercial Transaction.** The parties acknowledge and agree that this Agreement is a commercial transaction and not for personal, family, or household use.
- K. **Compliance with Laws.** Customer shall comply with all applicable federal, state, and local laws, rules, and ordinances.
- L. **Survival.** All provisions of this Agreement that, by their terms, should survive termination or expiration of this Agreement shall survive such termination or expiration.

END OF SECTION

LIST OF ADDITIONAL SERVICE LOCATIONS:

LOC.			PRICE PER
NO.	LOCATION NAME	ADDRESS OF SERVICE LOCATION(S)	LOCATION
1	Smithfield Elementary	245 River Road East Stroudsburg ,PA	\$0.00
2			\$0.00
3			\$0.00
4			\$0.00
5			\$0.00
6			\$0.00
7			\$0.00
8			\$0.00
9			\$0.00
10			\$0.00
11			\$0.00
12			\$0.00
13			\$0.00
14			\$0.00
15			\$0.00
16			\$0.00
17			\$0.00
18			\$0.00
19			\$0.00
20			\$0.00
21			\$0.00
22			\$0.00
23			\$0.00
24			\$0.00
25			\$0.00
26			\$0.00
27			\$0.00
28			\$0.00
29			\$0.00

LIST OF SYSTEM(S) TO BE SERVICED:

LOC. NO.	SYS. NO.	INSP. DUE	SYSTEM TYPE	AREA PROTECTED	DESCRIPTION OF SYSTEM
1	1		Fire Alarm System	Building	(1) Notifier 640 (1) Annunciator (1) Field Power Supply (29) Pull Station (94) Smoke Detectors (24) Heat Detectors (6) Supervisory Switches (106) Horn/Strobes (106) Bells INSPECTION DUE JULY 2017
	2		Fire Extinguishers	Building	(16) ABC (1) Halon (1) K-Class INSPECTION DUE JULY 2017
	3		Kitchen System	Kitchen	(1) Dual Tank Range Guard ***PRICE INCLUDE FUSIBLE LINKS*** INSPECTION DUE JULY 2017
	4		Wet Sprinkler System	Building	(2) 4" Wet Riser INSPECTION DUE JULY 2017
	5		Fire Pump	Building	(1) 500 GPM Pump INSPECTION DUE JULY 2017



LIFE-SAFETY SYSTEM SERVICE AGREEMENT

This Life Safety System Service Agreement is entered into by and between **Keystone Fire Protection Co.** (hereinafter referred to as "**Company**") and the Customer whose name and address are set forth below (hereinafter referred to as "**Customer**"). The Life Safety System Service Agreement, the attached Exhibit(s) and the Service Agreement Standard Terms and Conditions attached hereto are collectively referred to as the "**Agreement**". Company agrees to provide inspection and maintenance services to Customer in accordance with this Agreement.

CUSTOMER:	SERVICE SITE INFO:	PROPOSAL DATE:	5/1/2017
East Stroudsburg SD	J T Lambert Intermediate	LIFE SAFETY ADVISOR:	190
50 Vine Street	2000 Milford Road	PROPOSAL NO:	17-0296
East Stroudsburg, PA	East Stroudsburg, PA	AGREEMENT EFFECTIVE DATES:	
18301	18301	FROM:	6/1/2017
ATTN: Scott Ihle	<input type="checkbox"/>	TO:	5/30/2020
PHONE: (570) 656-4283			
FAX: x10420			

SERVICES PROVIDED UNDER THIS AGREEMENT:

For specific information on the equipment and systems covered under this Agreement, please refer to the "List of Systems to be Serviced". In many cases, the systems listed below require different intervals of test and inspection. Please refer to the specified "Exhibit" for each system marked with a "✓" below for information on testing intervals, scope of inspection work, and value-added optional services.

System Type	Quantity	✓	Annual Fee	
Building Fire Alarm System(s)	(1)	✓	\$2,292.00	(See Exhibit A - Fire Alarm System Inspection)
Central Station Monitoring Service				
Clean Agent Extinguishing System(s)				
Automatic Fire Damper(s)				
Pre-Action/Deluge/Foam System(s)				
Restaurant Suppression System(s)	(1)	✓	\$198.00	(See Exhibit C - PreEngineered System Inspection)
Industrial Dry Chemical System(s)				
Emergency Lighting & Exit Sign(s)				
Hand Portable Fire Extinguisher(s)	(134)	✓	\$491.33	(See Exhibit D - Hand Portable Inspection)
Wet Sprinkler & Standpipe System(s)	(3)	✓	\$886.00	(See Exhibit E - Sprinkler System Inspection)
Dry Sprinkler System(s)				
Fire Pump Annual Testing				
Fire Pump Churn Testing				
Backflow Prevention Device(s)				
Yard Hydrant System(s)				
Fire Hose Inspection				
Annual Investment			<u>\$3,867.33</u>	(Tax Exempt - NOTE: Customer must provide KFPCO with valid exemption certificate to avoid being charged tax.)
Plus Applicable Tax			<u>\$0.00</u>	

ANNUAL INVESTMENT: **\$3,867.33**

KFPCo proposes to bill Customer Annually for a price of \$3,867.33 per installment. Prices valid for 30 days.

Annual investment above includes the cost to perform the inspection(s), only, and any "Additional Required" and/or "Value-Added" Services listed below, marked as "Included". Unless otherwise noted, all replacement parts, repairs, emergency service calls, recharges, or other changes in work scope, will result in charges over and above the stated inspection price. Customer selected optional services such as "Parts Protection Plus" will be billed at the commencement of this agreement and at each successive renewal period.

SERVICE RESPONSE:

Emergency Service Calls:

Our initial response to you will be provided within (4) hour(s) of receipt of your call. Company personnel will assess the situation by phone and will determine the required next course of action with you or a designated member of your staff.

On-Site Response Time:

Service personnel will arrive at your facility within (24) hour(s) of your phoned request, if it is determined that a site service visit is required. Please advise your Life Safety Specialist if a higher priority on-site response is required.

SERVICE LABOR RATES:

While our inspection and testing services are designed to reduce the need for emergency service visits, should you require a technician to respond to your site, we are available 24 hours a day, 7 days a week, 52 weeks per year. The following is a description of our labor charges for normal business hours, and our policy regarding overtime and holidays.

Standard Travel and Labor Rates:

	Standard	Agreement
	<u>Rates</u>	<u>Rates</u>
Normal Business Hours - 8:00 AM to 4:30 PM, Monday through Friday		
Extinguisher, Restaurant, or Shop Labor (Per Hour)	\$112.00	\$93.00
Sprinkler, Alarm or Suppression Labor (Per Hour)	\$134.00	\$112.00
Network Alarm & Security Labor (Per Hour)	\$196.00	\$163.00
2 Hour Minimum Billing		
Overtime Hours - After 4:30 PM Monday through Friday & all day Saturday		
Extinguisher, Restaurant, or Shop Labor (Per Hour)	\$142.00	\$118.00
Sprinkler, Alarm or Suppression Labor (Per Hour)	\$169.00	\$141.00
Network Alarm & Security Labor (Per Hour)	\$247.00	\$206.00
4 Hour Minimum Billing		
Sunday & Holiday Hours - All day Sunday & Holidays **		
Extinguisher, Restaurant, or Shop Labor (Per Hour)	\$163.00	\$136.00
Sprinkler, Alarm or Suppression Labor (Per Hour)	\$196.00	\$163.00
Network Alarm & Security Labor (Per Hour)	\$284.00	\$237.00

All Service Calls are Subject to:

- Minimum Hourly Billing as noted above
- Billing in half-hour increments (after time exceeds minimum billing)
- Plus Travel Time, portal to portal
- Invoices due and payable: **NET 20 DAYS**

Service Replacement Parts:

- All replacement parts deemed necessary to maintain listed systems in an operable state will be itemized and billed as an extra at the Manufacturer's suggested list price .

***New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Thanksgiving Friday, Christmas Eve, and Christmas Day (should any of these days fall on a Saturday, holiday will be observed on the previous Friday; should any of these days fall on a Sunday, holiday will be observed the following Monday).*

ACCEPTANCE OF AGREEMENT:

This Agreement has been read, understood and hereby accepted. By the signature below and your initials on the subsequent pages, you are hereby authorizing Company to perform the work as specified. Payment will be made as outlined above:

KEYSTONE FIRE PROTECTION COMPANY

CUSTOMER

Signature

Printed Name

Title

Date

Signature

Printed Name

Title

Email Address

Date

ADDITIONAL REQUIRED SERVICES:

In addition to the above-described services to be performed, your life safety systems may require one or more of the following additional tests or services to be conducted during the coverage period of this agreement. These services are typically preventative maintenances and/or invasive tests, done on less frequent intervals, to further ensure the functional effectiveness of your system(s). Where noted, these services are required by code and must be performed at the appropriate intervals to certify your system(s). Please take a moment to review the *Glossary of Services* sheet which describes the benefits of these required services. Unless indicated otherwise below, these services will only be quoted on a **Time & Material (T&M)** basis, at the contracted labor rates in effect at the time of the testing. Tests and services which do not pertain to your life safety systems will be marked with an "N/A" indicating that they are not applicable.

<input type="checkbox"/>	Smoke Detector Sensitivity Testing - required by NFPA Pamphlet 72 (bi-annually)		\$ 1,028.00
<input type="checkbox"/>	Decibel (dB) Testing of Fire Alarms - required by City of Philadelphia Fire Code		N/A
<input type="checkbox"/>	Room Integrity Door Fan Testing - recommended by NFPA 2001 & 12A (annually)		N/A
<input type="checkbox"/>	Monthly Extinguisher Inspections - required by NFPA Pamphlet 10 (monthly)	Per month:	\$ 368.50
<input type="checkbox"/>	Pipe Obstruction Investigation - required by NFPA Pamphlet 25 (5 year intervals)		N/A
<input type="checkbox"/>	Sprinkler Gauge Replacement - required by NFPA Pamphlet 25 (5 year intervals)		N/A
<input type="checkbox"/>	Antifreeze Solution Testing - required by NFPA Pamphlet 25 (annually)		N/A
<input type="checkbox"/>	Fire Department Connection Backflush - required by City of Phila. (5 year intervals)		N/A
<input type="checkbox"/>	Standpipe & Hose Connection Flow Test - required by City of Phila. (5 year intervals)		N/A
<input type="checkbox"/>	Standpipe & Hose Connection Hydro Test - required by City of Phila. (5 year intervals)		N/A
<input type="checkbox"/>	Alarm Valve Internal Inspection - required by City of Phila. (5 year intervals)		N/A

VALUE-ADDED (OPTIONAL) SERVICES:

Keystone is also proud to offer the following value-added services which will enhance your overall service experience with us. Please take a moment to review the *Glossary of Services* sheet which describes the benefits of these money-saving services. Those services which do not pertain to your life safety systems will be marked with an "N/A" indicating that they are not applicable.

<input type="checkbox"/>	Rapid Repair™ Same-Day Deficiency Correction Program		
<input type="checkbox"/>	Parts Protection Plus™ Covering: Alarm _____ Suppression _____ Pre-Action _____		N/A
<input type="checkbox"/>	Smoke Detector Cleaning		\$ 696.00
<input type="checkbox"/>	After Hours Testing of Audible Alarm Devices		\$ 470.00
<input type="checkbox"/>	Central Station Monitoring - One-Time Equipment Set-Up Investment		N/A
<input type="checkbox"/>	Nozzle Plan Plus™ Nozzle & Blow-Off Cap Replacement Coverage for Restaurant Systems		\$ 55.00
<input type="checkbox"/>	xTEND-GUISHER™ - All-Inclusive Fire Extinguisher Maintenance Plan		\$ 2,276.40
<input checked="" type="checkbox"/>	ePlace™ - Extinguisher and Field Device Placement Reporting		Included
<input type="checkbox"/>	Employee Fire Extinguisher Training - Classroom Only (2 Hr. Minimum)	Per Hour:	\$ 150.00
<input type="checkbox"/>	Live Hands-On Fire Extinguisher Training - (Classroom Training Req'd.)	Per Person:	\$ 12.50

Place an "X" in the box to the left of each service that you wish to select. Keystone will only provide those services which have been selected by you and authorized with a signature at the bottom of this page.

ACCEPTANCE OF ADDITIONAL & OPTIONAL SERVICES:

I authorize Keystone Fire Protection Co. to add the services marked above with an "X" to my *Annual Investment* from Page 1:

CUSTOMER

Signature _____

Title _____

Printed Name _____

Date _____

- 1. AGREEMENT.** This Agreement shall become effective (the "Effective Date") upon the later of (i) execution by the customer identified on the first page of this Agreement ("Customer") and (ii) acceptance and execution of this Agreement by a duly authorized representative of Keystone Fire Protection Co. ("Company").
- 2. SALE OF MAINTENANCE AND SERVICE.** Company shall sell to Customer and Customer shall purchase from Company the maintenance and services ("Services") identified in this Agreement to be performed on Customer's equipment ("Equipment") or fire system ("System"). Customer may order additions, deletions, revisions or other changes in the Services within the general scope of this Agreement provided that if such changes affect the cost of the work to be performed, or the time required for completion of the work to be performed, as determined in the reasonable discretion of the Company, the Agreement, deadlines and the amount to be paid to Company shall be adjusted in the sole discretion of the Company. Company shall be under no obligation to perform the additions, deletions, revisions or other changes in the work requested by Customer in the absence of a written amendment to this Agreement that complies with Section 21.A of this Agreement.
- 3. PURCHASE PRICE AND PAYMENT.** Customer shall pay Company in accordance with the terms set forth in this Agreement or as otherwise set forth on Company's invoice. Company's prices are exclusive of insurance, shipping, handling, and taxes with respect to the purchase of any Services, Equipment, or System. All charges shall be paid NET the number of days from the date of invoice, as set forth on the second page of this agreement. If Customer fails to make any payments when due, a finance charge of 15% per annum will accrue from the due date until paid. If Company retains a collection agency, legal counsel, or incurs any out-of-pocket costs to collect overdue payments, all such collection costs (including without limitation attorneys' fees) shall be paid by Customer. Company shall not be obligated to extend credit or financing terms to Customer. Customer acknowledges that, other than Company's completion of the Services, payment to Company is not contingent on any occurrence, matter or event, including, without limitation, Customer's receipt of payment from any third party such as an owner or insurance company.
- 4. LIMITATIONS OF SERVICE.**

Deficiency Correction. Customer agrees that any Equipment or System out of warranty prior to the start of this Agreement shall be inspected by a Company Field Service Technician. If Company discovers any deficiencies, Company shall submit repair charges to Customer in writing at the then-prevailing Company prices and hourly rates. Should Customer decline such repair charges, Company may eliminate the deficient Equipment or System from coverage under this Agreement and adjust the price accordingly.

Abnormal Use. Service under this Agreement does not include repairs or servicing made necessary by or arising out of:

 - i) any causes other than normal use of the Equipment or System, as determined in the sole discretion of Company including, without limitation: (a) the fault or negligence of Customer or any third party; (b) operation of the Equipment or System not in accordance with Company's or the manufacturer's specifications (including, without limitation, failure to provide a suitable installation and operation environment); or (c) use of the Equipment or System for purposes other than those for which it is designed;
 - ii) any causes external to the Equipment or System including without limitation: (a) failure or fluctuation of electrical power; (b) use of non-Company approved or recommended suppliers or attachments; (c) moving the Equipment or System; or (d) the occurrence of any events set forth in Section 10;
 - iii) repair, servicing or alterations to the Equipment or System by anyone other than an authorized Company service representative or without the written consent of Company; or representative or without the written consent of Company;
 - iv) alteration or relocation of Equipment or System and/or topographical changes to the area protected by the Equipment or System.
- 5. CUSTOMER RESPONSIBILITIES.**

Site Environment. The Equipment and System are designed to operate within certain power, temperature, and humidity ranges as specified in the appropriate operating manual for the Equipment and System. Customer shall prepare and maintain the site in conformity with such specifications. Customer assumes all responsibility for any Equipment or System malfunction that occurs as a result of operation outside of such specifications, including without limitation the cost of repairing or replacing the malfunctioning Equipment or System.

Access. Customer shall provide Company with access to the Equipment and System and adequate working space and facilities within a reasonable distance of the Equipment and System. Company will be free to start and stop all primary equipment incidental to the operation of the Equipment and System.

Operating Procedures. Customer will follow routine operating procedures as specified in the operating manuals for the Equipment and System.

Customer Representative. A representative of Customer shall be present at the site at all times Services are being performed by Company. Unless otherwise agreed to, Company personnel will not enter or remain at the site in the absence of a Customer representative.
- 6. TERM; TERMINATION.** The initial term (the "Initial Term") of this Agreement shall be for a one (1) year period commencing on the Effective Date. This Agreement shall automatically renew for successive one (1) year periods (each a "Renewal Term"; the Initial Term and all Renewal Terms are collectively the "Term") until terminated in writing as provided in this Agreement. Each Renewal Term shall be subject to the terms and conditions of this Agreement, except that the service fee due to Company for each Renewal Term shall be at the rate then charged by Company for similar inspection services. Either party may terminate this Agreement by giving the other party written notice of termination at least thirty (30) days prior to the end of the then-current Initial Term or Renewal Term, as applicable, unless earlier terminated by Company in accordance with Section 8.
- 7. DEFAULT.** Any one or more of the following shall constitute a default by Customer under this Agreement (each, a "Default"): (i) Customer is delinquent in payment of any sums due under this Agreement; (ii) Customer fails to comply with any term or provision of this Agreement; (iii) Customer files a petition in bankruptcy or Customer has a bankruptcy petition filed against it; (iv) Customer is unable to pay its debts as they mature, as determined by Company in its sole discretion; or (v) Customer makes an assignment for the benefit of its creditors.
- 8. REMEDIES.** In the event of a Default, Company may exercise any one or more of the following remedies, in any combination:

Discontinuance of Service. Company, at its option, may immediately terminate this Agreement or refuse to continue to service this Equipment or System or may elect to furnish service on another basis, including, without limitation, on a C.O.D. "Per Call" basis.

Acceleration. Company may accelerate all amounts due under this Agreement for the then-current Initial Term or Renewal Term of this Agreement, as applicable (including any Renewal Term). The parties agree that such acceleration is not a penalty, but is in the nature of liquidated damages because the parties agree Company's actual damages would be impossible to determine.
- 9. TAXES.** Except as set forth on the first page of this Agreement, the fees paid under this Agreement do not include any applicable taxes and Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed on or with respect to the Services. If Customer is tax-exempt, then prior to executing this Agreement, Customer will provide Company with a valid and correct tax exemption certificate. Failure to provide a tax exemption certificate in a timely fashion may result in Customer losing the advantages of tax exemption with regard to the transactions contemplated by this Agreement.
- 10. FORCE MAJEURE.** Company will be excused from any delay or failure to perform under this Agreement due, in whole or in part, directly or indirectly, to any cause beyond Company's reasonable control, including without limitation labor difficulties, fire, casualty or accidents, acts of God, civil disorder, transportation difficulties, shortage of fuel, labor or materials, governmental acts or restrictions, or Customer's denial to Company of full access to the Equipment or System.

11. LIMITATION OF LIABILITY.

- A. *Company shall have no liability for indirect, incidental, exemplary, consequential, punitive, or special damages, including without limitation lost profits, loss of income, or loss of goodwill, arising out of this Agreement or the use or possession of the Equipment or System(s), however caused and under any theory of liability (including without limitation negligence), whether based in contract, tort, or any other cause of action, even if Company has been advised of the possibility of such damages.*
- B. *Company's total liability to Customer for any breach by Company under this Agreement or any claim of Customer against Company related to this Agreement, directly or indirectly, is limited to the lesser of a refund of the fees paid by Customer under this Agreement (not to exceed one year's fees paid under this Agreement) or the actual direct damage suffered by Customer.*

12. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES.

- A. Company warrants that all Services will be performed in a workmanlike manner and in compliance with applicable laws and regulations.
- B. *Except as expressly stated in this Agreement, Company makes no warranty, express or implied, regarding the Services to be provided by Company, the Equipment, or the System(s), including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and Customer expressly waives all such warranties.*

- 13. BREACH BY COMPANY.** Customer expressly agrees that no action at law or in equity shall be maintained by Customer against Company for Company's alleged breach of this Agreement or violation of any federal or state law now in effect or enacted in the future with respect to any obligation or duty incurred under this Agreement by Company unless Customer notifies Company in writing at the address specified in this Agreement within ten (10) days from date of such alleged breach or violation, and provided Company does not remedy or correct the breach or violation within sixty (60) days from the receipt of such notice.

- 14. TIME LIMITATION.** All claims, actions or proceedings, legal or equitable, against Company must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or such claim, action or proceeding is barred, time being of the essence of this Section 14.

- 15. INDEMNIFICATION.** Customer assumes financial and legal responsibility for damage or injury (including without limitation death) to all persons, and property damage or loss of use thereof, caused by, resulting from, or arising out of any negligence caused by or contributed to by Customer, its agents, servants, or employees. Customer shall, at its cost, indemnify and, at Company's option, defend, Company, its officers, directors, employees, agents, and contractors (collectively, the "Company Indemnified Parties") from and against any claims, demands, causes of action, proceedings, assessments, damages, liabilities, settlements, judgments, fines, penalties, interest, costs, and expenses (including without limitation reasonable attorneys' fees, professionals' fees, and court costs), that any Company Indemnified Party may incur arising from or relating to: (a) Customer's breach of this Agreement; (b) any negligence or other tortious conduct by Customer or any of its agents, servants, or employees; and (c) any violation of any applicable law, rule, regulation, or order by Customer or any of its agents, employees, or servants. This Section 15 shall continue in effect notwithstanding any payment in full by Customer for the Services. Customer further understands that Company is relying upon this limitation in determining the cost of the Services.

- 16. WAIVER OF SUBROGATION.** Customer agrees to waive all rights of subrogation as allowed by governing insurance policies. Customer understands and agrees that Company does not assume risk or liability for loss due to fire or damages to the premises referred to herein, property or equipment, or personal injury due to either the operation or non-operation of the Equipment and/or System. Customer further understands that Company is relying upon this waiver in determining the cost of services provided to Customer.

- 17. REMEDIES CUMULATIVE.** The remedies provided in this Agreement in favor of Company upon a breach of this Agreement by Customer shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in Company's favor existing at law or in equity. Company may exercise all remedies, whether or not expressed, successively or concurrently, and any such action shall not operate to release Customer until the full amount of all sums due and to become due under this Agreement have been paid.

- 18. SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable or invalid such provision shall be modified to the extent necessary to eliminate such invalidity or unenforceability and any remaining unenforceability or invalidity shall have no effect on any of the other terms of the Agreement, which shall remain in full force and effect in accordance with its terms.

19. HAZARD TO PERSONNEL.

Customer represents and warrants that, except as otherwise disclosed to Company in writing, in the areas where Company will perform Services there are no: (i) materials or substances classified as toxic or hazardous on or in the walls, floors, ceilings, or other structural members, or otherwise stored in the work area; (ii) situations requiring special precautions; (iii) equipment required by federal, state, or local health or safety regulations; or (iv) unsafe working conditions.

- 20. RECORDS.** The Company has a document destruction policy in effect for all of its customers which will lead to the destruction of this Agreement and any and all related materials, documents, plans or correspondence, in paper or electronic form (collectively, the "Records"). Notwithstanding the foregoing, Customer may, within twelve (12) months following the expiration or termination of this Agreement, provide written notice to the Company requesting the Company to send the Records to Customer at Customer's sole cost and expense. If Customer does not so request the Records from the Company within twelve (12) months following the expiration or termination of this Agreement, the Company shall have no further obligation to produce or maintain the Records.

21. MISCELLANEOUS

- A. Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the parties regarding the subject matter of this Agreement and supersedes any prior or contemporaneous agreement, understanding, or order between the parties regarding the subject matter of this Agreement. Should the terms and conditions of any purchase order of Customer issued in connection with this Agreement conflict with or add to any provisions of this Agreement, such new terms or different terms are expressly rejected by Company unless otherwise stated in writing by an authorized representative of Company and shall be of no force or effect. No modification of this Agreement shall be binding unless made in writing and signed by both parties.
- B. Waiver. No claim or right arising out of this Agreement may be discharged in whole or in part by a waiver of the claim or right unless the waiver is in writing and signed by the waiving party. The waiver or acceptance of any breach by either party of any provision of this Agreement shall not constitute a waiver of or excuse for non-performance as to any other provision of this Agreement, nor as to any prior or subsequent breach of the same provision.
- C. Governing Law. This Agreement is made and entered into in the Commonwealth of Pennsylvania and shall be in all respects governed by and construed in accordance with the laws of the United States and the Commonwealth of Pennsylvania as if entirely performed in Pennsylvania and without regard to any conflict of law rules and without regard to any rules of construction or interpretation relating to which party drafted this Agreement. Nothing in this Agreement is intended to supersede, conflict with, or alter Company's rights and Customer's obligations under the Pennsylvania Contractor and Subcontractor Payment Act.
- D. Jurisdiction. Customer consents to the exclusive jurisdiction and venue of the Montgomery County Court of Common Pleas of the Commonwealth of Pennsylvania or the United States District Court for the Eastern District of Pennsylvania with respect to the enforcement of this Agreement, the collection of any amounts due under this Agreement, or any disputes arising under this Agreement. Customer agrees that effective service of process may be made upon Customer by U.S. mail under the notice provision contained in Section 21.E.

- E. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to be sufficiently delivered if sent by: (i) hand delivery; (ii) nationally recognized overnight carrier; or (iii) first class mail, to Company at Keystone Fire Protection Co., 433 Industrial Drive, North Wales, PA 19454, Attn: President, and to Customer at the address stated on the first page of this Agreement. Such notice shall be effective on the earlier of actual receipt, refusal by the recipient, or three (3) days after sending. Any party may change the address to which communications are sent by delivering notice of such change to the other party in accordance with this Section 21.E
- F. **Assignment.** This Agreement may not be assigned by Customer, either directly or indirectly (including, without limitation, by merger or sale of capital stock or assets), without the prior written consent of Company, which consent may be withheld by Company, in its sole discretion. This Agreement shall inure to the benefit of and shall be binding upon Company's and Customer's respective successors and permitted assigns.
- G. **Waiver of Jury Trial.** **The parties expressly waive the right to a trial by jury in any action or proceeding brought relating to this Agreement. The parties prefer that such a dispute be determined by a judge.**
- H. **No Set-Off.** Customer has no right to set off against amounts due to Company, and in the event Customer exercises a set off it shall constitute a Default and entitle Company to all of its rights and remedies under this Agreement, including, without limitation, the right to recover interest and attorneys' fees.
- I. **Attorneys' Fees.** Customer shall pay Company's costs, attorneys' fees, and professionals' fees in the event of a dispute between Customer and Company regarding the interpretation or enforcement of this Agreement that results in litigation, in which Company is the prevailing party. Company's right to the foregoing shall not merge with but shall survive the entry of judgment, and shall extend to appeals and collection.
- J. **Commercial Transaction.** The parties acknowledge and agree that this Agreement is a commercial transaction and not for personal, family, or household use.
- K. **Compliance with Laws.** Customer shall comply with all applicable federal, state, and local laws, rules, and ordinances.
- L. **Survival.** All provisions of this Agreement that, by their terms, should survive termination or expiration of this Agreement shall survive such termination or expiration.

END OF SECTION

LIST OF ADDITIONAL SERVICE LOCATIONS:

LOC.			PRICE PER
NO.	LOCATION NAME	ADDRESS OF SERVICE LOCATION(S)	LOCATION
1	J T Lambert Intermediate	2000 Milford Road East Stroudsburg, PA	\$0.00
2			\$0.00
3			\$0.00
4			\$0.00
5			\$0.00
6			\$0.00
7			\$0.00
8			\$0.00
9			\$0.00
10			\$0.00
11			\$0.00
12			\$0.00
13			\$0.00
14			\$0.00
15			\$0.00
16			\$0.00
17			\$0.00
18			\$0.00
19			\$0.00
20			\$0.00
21			\$0.00
22			\$0.00
23			\$0.00
24			\$0.00
25			\$0.00
26			\$0.00
27			\$0.00
28			\$0.00
29			\$0.00

LIST OF SYSTEM(S) TO BE SERVICED:

LOC.	SYS.	INSP.			
NO.	NO.	DUE	SYSTEM TYPE	AREA PROTECTED	DESCRIPTION OF SYSTEM
1	1		Fire Alarm System	Building	(1) Notifier AM 2020 (1) Annunciator (1) Field Power Supply (59) Pull Station (207) Smoke Detectors (7) Duct Detectors (20) Heat Detectors (4) Supervisory Switches (200) Horn/Strobes INSPECTION DUE JULY 2017
	2		Kitchen System	Kitchen	Single Tank Range Guard ***PRICE INCLUDE FUSIBLE LINKS*** INSPECTION DUE JULY 2017
	3		Fire Extinguishers	School Garage	(67) ABC (1) K-CLASS (66) ABC INSPECTION DUE JULY 2017
	4		Wet Sprinkler System	Building	(2) 6" Wet Riser (15) Sectional Valves INSPECTION DUE JULY 2017

LIFE-SAFETY SYSTEM SERVICE AGREEMENT

This Life Safety System Service Agreement is entered into by and between **Keystone Fire Protection Co.** (hereinafter referred to as "**Company**") and the Customer whose name and address are set forth below (hereinafter referred to as "**Customer**"). The Life Safety System Service Agreement, the attached Exhibit(s) and the Service Agreement Standard Terms and Conditions attached hereto are collectively referred to as the "**Agreement**". Company agrees to provide inspection and maintenance services to Customer in accordance with this Agreement.

CUSTOMER:	SERVICE SITE INFO:	PROPOSAL DATE:
East Stroudsburg SD	East Stroudsburg	5/1/2017
50 Vine Street	High School North	LIFE SAFETY ADVISOR:
East Stroudsburg, PA	279 Timberwolf Drive	190
18301	Digmans Ferry, PA 18328	PROPOSAL NO:
ATTN: Scott Ihle	<input type="checkbox"/>	AGREEMENT EFFECTIVE DATES:
PHONE: (570) 656-4283		FROM: 6/1/2017
FAX: x10420		TO: 5/30/2020

SERVICES PROVIDED UNDER THIS AGREEMENT:

For specific information on the equipment and systems covered under this Agreement, please refer to the "List of Systems to be Serviced". In many cases, the systems listed below require different intervals of test and inspection. Please refer to the specified "Exhibit" for each system marked with a "✓" below for information on testing intervals, scope of inspection work, and value-added optional services.

System Type	Quantity	Annual Fee	
Building Fire Alarm System(s)	(1) ✓	\$3,385.00	(See Exhibit A - Fire Alarm System Inspection)
Central Station Monitoring Service			
Clean Agent Extinguishing System(s)			
Automatic Fire Damper(s)			
Pre-Action/Deluge/Foam System(s)			
Restaurant Suppression System(s)	(1) ✓	\$236.00	(See Exhibit C - PreEngineered System Inspection)
Industrial Dry Chemical System(s)			
Emergency Lighting & Exit Sign(s)			
Hand Portable Fire Extinguisher(s)	(151) ✓	\$556.62	(See Exhibit D - Hand Portable Inspection)
Wet Sprinkler & Standpipe System(s)	(7) ✓	\$861.00	(See Exhibit E - Sprinkler System Inspection)
Dry Sprinkler System(s)			
Fire Pump Annual Testing			
Fire Pump Churn Testing			
Backflow Prevention Device(s)			
Yard Hydrant System(s)			
Fire Hose Inspection			
Annual Investment		\$5,038.62	(Tax Exempt - NOTE: Customer must provide KFPCO with valid exemption certificate to avoid being charged tax.)
Plus Applicable Tax		\$0.00	

ANNUAL INVESTMENT: **\$5,038.62**

KFPCo proposes to bill Customer Annually for a price of \$5,038.62 per installment. Prices valid for 30 days.

Annual investment above includes the cost to perform the inspection(s), only, and any "Additional Required" and/or "Value-Added" Services listed below, marked as "Included". Unless otherwise noted, all replacement parts, repairs, emergency service calls, recharges, or other changes in work scope, will result in charges over and above the stated inspection price. Customer selected optional services such as "Parts Protection Plus" will be billed at the commencement of this agreement and at each successive renewal period.

SERVICE RESPONSE:

Emergency Service Calls:

Our initial response to you will be provided within **(4)** hour(s) of receipt of your call. Company personnel will assess the situation by phone and will determine the required next course of action with you or a designated member of your staff.

On-Site Response Time:

Service personnel will arrive at your facility within **(24)** hour(s) of your phoned request, if it is determined that a site service visit is required. Please advise your Life Safety Specialist if a higher priority on-site response is required.

SERVICE LABOR RATES:

While our inspection and testing services are designed to reduce the need for emergency service visits, should you require a technician to respond to your site, we are available 24 hours a day, 7 days a week, 52 weeks per year. The following is a description of our labor charges for normal business hours, and our policy regarding overtime and holidays.

Standard Travel and Labor Rates:

	Standard	Agreement
	<u>Rates</u>	<u>Rates</u>
Normal Business Hours - 8:00 AM to 4:30 PM, Monday through Friday		
Extinguisher, Restaurant, or Shop Labor (Per Hour)	\$112.00	\$93.00
Sprinkler, Alarm or Suppression Labor (Per Hour)	\$134.00	\$112.00
Network Alarm & Security Labor (Per Hour)	\$196.00	\$163.00
2 Hour Minimum Billing		
Overtime Hours - After 4:30 PM Monday through Friday & all day Saturday		
Extinguisher, Restaurant, or Shop Labor (Per Hour)	\$142.00	\$118.00
Sprinkler, Alarm or Suppression Labor (Per Hour)	\$169.00	\$141.00
Network Alarm & Security Labor (Per Hour)	\$247.00	\$206.00
4 Hour Minimum Billing		
Sunday & Holiday Hours - All day Sunday & Holidays **		
Extinguisher, Restaurant, or Shop Labor (Per Hour)	\$163.00	\$136.00
Sprinkler, Alarm or Suppression Labor (Per Hour)	\$196.00	\$163.00
Network Alarm & Security Labor (Per Hour)	\$284.00	\$237.00

All Service Calls are Subject to:

- Minimum Hourly Billing as noted above
- Billing in half-hour increments (after time exceeds minimum billing)
- Plus Travel Time, portal to portal
- Invoices due and payable: **NET 20 DAYS**

Service Replacement Parts:

- All replacement parts deemed necessary to maintain listed systems in an operable state will be itemized and billed as an extra at the Manufacturer's suggested list price .

***New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Thanksgiving Friday, Christmas Eve, and Christmas Day (should any of these days fall on a Saturday, holiday will be observed on the previous Friday; should any of these days fall on a Sunday, holiday will be observed the following Monday).*

ACCEPTANCE OF AGREEMENT:

This Agreement has been read, understood and hereby accepted. By the signature below and your initials on the subsequent pages, you are hereby authorizing Company to perform the work as specified. Payment will be made as outlined above:

KEYSTONE FIRE PROTECTION COMPANY

CUSTOMER

Signature

Printed Name

Title

Date

Signature

Printed Name

Title

Email Address

Date

ADDITIONAL REQUIRED SERVICES:

In addition to the above-described services to be performed, your life safety systems may require one or more of the following additional tests or services to be conducted during the coverage period of this agreement. These services are typically preventative maintenances and/or invasive tests, done on less frequent intervals, to further ensure the functional effectiveness of your system(s). Where noted, these services are required by code and must be performed at the appropriate intervals to certify your system(s). Please take a moment to review the *Glossary of Services* sheet which describes the benefits of these required services. Unless indicated otherwise below, these services will only be quoted on a **Time & Material (T&M)** basis, at the contracted labor rates in effect at the time of the testing. Tests and services which do not pertain to your life safety systems will be marked with an "N/A" indicating that they are not applicable.

<input type="checkbox"/>	Smoke Detector Sensitivity Testing - required by NFPA Pamphlet 72 (bi-annually)		\$ 1,382.00
<input type="checkbox"/>	Decibel (dB) Testing of Fire Alarms - required by City of Philadelphia Fire Code		N/A
<input type="checkbox"/>	Room Integrity Door Fan Testing - recommended by NFPA 2001 & 12A (annually)		N/A
<input type="checkbox"/>	Monthly Extinguisher Inspections - required by NFPA Pamphlet 10 (monthly)	Per month:	\$ 415.25
<input type="checkbox"/>	Pipe Obstruction Investigation - required by NFPA Pamphlet 25 (5 year intervals)		N/A
<input type="checkbox"/>	Sprinkler Gauge Replacement - required by NFPA Pamphlet 25 (5 year intervals)		N/A
<input type="checkbox"/>	Antifreeze Solution Testing - required by NFPA Pamphlet 25 (annually)		N/A
<input type="checkbox"/>	Fire Department Connection Backflush - required by City of Phila. (5 year intervals)		N/A
<input type="checkbox"/>	Standpipe & Hose Connection Flow Test - required by City of Phila. (5 year intervals)		N/A
<input type="checkbox"/>	Standpipe & Hose Connection Hydro Test - required by City of Phila. (5 year intervals)		N/A
<input type="checkbox"/>	Alarm Valve Internal Inspection - required by City of Phila. (5 year intervals)		N/A

VALUE-ADDED (OPTIONAL) SERVICES:

Keystone is also proud to offer the following value-added services which will enhance your overall service experience with us. Please take a moment to review the *Glossary of Services* sheet which describes the benefits of these money-saving services. Those services which do not pertain to your life safety systems will be marked with an "N/A" indicating that they are not applicable.

<input type="checkbox"/>	Rapid Repair™ Same-Day Deficiency Correction Program		
<input type="checkbox"/>	Parts Protection Plus™ Covering: Alarm _____ Suppression _____ Pre-Action _____		N/A
<input type="checkbox"/>	Smoke Detector Cleaning		\$ 921.00
<input type="checkbox"/>	After Hours Testing of Audible Alarm Devices		\$ 660.00
<input type="checkbox"/>	Central Station Monitoring - One-Time Equipment Set-Up Investment		N/A
<input type="checkbox"/>	Nozzle Plan Plus™ Nozzle & Blow-Off Cap Replacement Coverage for Restaurant Systems		\$ 65.00
<input type="checkbox"/>	xTEND-GUISHER™ - All-Inclusive Fire Extinguisher Maintenance Plan		\$ 2,627.40
<input checked="" type="checkbox"/>	ePlace™ - Extinguisher and Field Device Placement Reporting		Included
<input type="checkbox"/>	Employee Fire Extinguisher Training - Classroom Only (2 Hr. Minimum)	Per Hour:	\$ 150.00
<input type="checkbox"/>	Live Hands-On Fire Extinguisher Training - (Classroom Training Req'd.)	Per Person:	\$ 12.50

Place an "X" in the box to the left of each service that you wish to select. Keystone will only provide those services which have been selected by you and authorized with a signature at the bottom of this page.

ACCEPTANCE OF ADDITIONAL & OPTIONAL SERVICES:

I authorize Keystone Fire Protection Co. to add the services marked above with an "X" to my *Annual Investment* from Page 1:

CUSTOMER

Signature

Title

Printed Name

Date

- 1. AGREEMENT.** This Agreement shall become effective (the "Effective Date") upon the later of (i) execution by the customer identified on the first page of this Agreement ("Customer") and (ii) acceptance and execution of this Agreement by a duly authorized representative of Keystone Fire Protection Co. ("Company").
- 2. SALE OF MAINTENANCE AND SERVICE.** Company shall sell to Customer and Customer shall purchase from Company the maintenance and services ("Services") identified in this Agreement to be performed on Customer's equipment ("Equipment") or fire system ("System"). Customer may order additions, deletions, revisions or other changes in the Services within the general scope of this Agreement provided that if such changes affect the cost of the work to be performed, or the time required for completion of the work to be performed, as determined in the reasonable discretion of the Company, the Agreement, deadlines and the amount to be paid to Company shall be adjusted in the sole discretion of the Company. Company shall be under no obligation to perform the additions, deletions, revisions or other changes in the work requested by Customer in the absence of a written amendment to this Agreement that complies with Section 21.A of this Agreement.
- 3. PURCHASE PRICE AND PAYMENT.** Customer shall pay Company in accordance with the terms set forth in this Agreement or as otherwise set forth on Company's invoice. Company's prices are exclusive of insurance, shipping, handling, and taxes with respect to the purchase of any Services, Equipment, or System. All charges shall be paid NET the number of days from the date of invoice, as set forth on the second page of this agreement. If Customer fails to make any payments when due, a finance charge of 15% per annum will accrue from the due date until paid. If Company retains a collection agency, legal counsel, or incurs any out-of-pocket costs to collect overdue payments, all such collection costs (including without limitation attorneys' fees) shall be paid by Customer. Company shall not be obligated to extend credit or financing terms to Customer. Customer acknowledges that, other than Company's completion of the Services, payment to Company is not contingent on any occurrence, matter or event, including, without limitation, Customer's receipt of payment from any third party such as an owner or insurance company.
- 4. LIMITATIONS OF SERVICE.**
- Deficiency Correction.** Customer agrees that any Equipment or System out of warranty prior to the start of this Agreement shall be inspected by a Company Field Service Technician. If Company discovers any deficiencies, Company shall submit repair charges to Customer in writing at the then-prevailing Company prices and hourly rates. Should Customer decline such repair charges, Company may eliminate the deficient Equipment or System from coverage under this Agreement and adjust the price accordingly.
- Abnormal Use.** Service under this Agreement does not include repairs or servicing made necessary by or arising out of:
- any causes other than normal use of the Equipment or System, as determined in the sole discretion of Company including, without limitation: (a) the fault or negligence of Customer or any third party; (b) operation of the Equipment or System not in accordance with Company's or the manufacturer's specifications (including, without limitation, failure to provide a suitable installation and operation environment); or (c) use of the Equipment or System for purposes other than those for which it is designed;
 - any causes external to the Equipment or System including without limitation: (a) failure or fluctuation of electrical power; (b) use of non-Company approved or recommended suppliers or attachments; (c) moving the Equipment or System; or (d) the occurrence of any events set forth in Section 10;
 - repair, servicing or alterations to the Equipment or System by anyone other than an authorized Company service representative or without the written consent of Company; or representative or without the written consent of Company;
 - alteration or relocation of Equipment or System and/or topographical changes to the area protected by the Equipment or System.
- 5. CUSTOMER RESPONSIBILITIES.**
- Site Environment.** The Equipment and System are designed to operate within certain power, temperature, and humidity ranges as specified in the appropriate operating manual for the Equipment and System. Customer shall prepare and maintain the site in conformity with such specifications. Customer assumes all responsibility for any Equipment or System malfunction that occurs as a result of operation outside of such specifications, including without limitation the cost of repairing or replacing the malfunctioning Equipment or System.
- Access.** Customer shall provide Company with access to the Equipment and System and adequate working space and facilities within a reasonable distance of the Equipment and System. Company will be free to start and stop all primary equipment incidental to the operation of the Equipment and System.
- Operating Procedures.** Customer will follow routine operating procedures as specified in the operating manuals for the Equipment and System.
- Customer Representative.** A representative of Customer shall be present at the site at all times Services are being performed by Company. Unless otherwise agreed to, Company personnel will not enter or remain at the site in the absence of a Customer representative.
- 6. TERM; TERMINATION.** The initial term (the "Initial Term") of this Agreement shall be for a one (1) year period commencing on the Effective Date. This Agreement shall automatically renew for successive one (1) year periods (each a "Renewal Term"; the Initial Term and all Renewal Terms are collectively the "Term") until terminated in writing as provided in this Agreement. Each Renewal Term shall be subject to the terms and conditions of this Agreement, except that the service fee due to Company for each Renewal Term shall be at the rate then charged by Company for similar inspection services. Either party may terminate this Agreement by giving the other party written notice of termination at least thirty (30) days prior to the end of the then-current Initial Term or Renewal Term, as applicable, unless earlier terminated by Company in accordance with Section 8.
- 7. DEFAULT.** Any one or more of the following shall constitute a default by Customer under this Agreement (each, a "Default"): (i) Customer is delinquent in payment of any sums due under this Agreement; (ii) Customer fails to comply with any term or provision of this Agreement; (iii) Customer files a petition in bankruptcy or Customer has a bankruptcy petition filed against it; (iv) Customer is unable to pay its debts as they mature, as determined by Company in its sole discretion; or (v) Customer makes an assignment for the benefit of its creditors.
- 8. REMEDIES.** In the event of a Default, Company may exercise any one or more of the following remedies, in any combination:
- Discontinuance of Service.** Company, at its option, may immediately terminate this Agreement or refuse to continue to service this Equipment or System or may elect to furnish service on another basis, including, without limitation, on a C.O.D. "Per Call" basis.
- Acceleration.** Company may accelerate all amounts due under this Agreement for the then-current Initial Term or Renewal Term of this Agreement, as applicable (including any Renewal Term). The parties agree that such acceleration is not a penalty, but is in the nature of liquidated damages because the parties agree Company's actual damages would be impossible to determine.
- 9. TAXES.** Except as set forth on the first page of this Agreement, the fees paid under this Agreement do not include any applicable taxes and Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed on or with respect to the Services. If Customer is tax-exempt, then prior to executing this Agreement, Customer will provide Company with a valid and correct tax exemption certificate. Failure to provide a tax exemption certificate in a timely fashion may result in Customer losing the advantages of tax exemption with regard to the transactions contemplated by this Agreement.
- 10. FORCE MAJEURE.** Company will be excused from any delay or failure to perform under this Agreement due, in whole or in part, directly or indirectly, to any cause beyond Company's reasonable control, including without limitation labor difficulties, fire, casualty or accidents, acts of God, civil disorder, transportation difficulties, shortage of fuel, labor or materials, governmental acts or restrictions, or Customer's denial to Company of full access to the Equipment or System.

11. LIMITATION OF LIABILITY.

- A. *Company shall have no liability for indirect, incidental, exemplary, consequential, punitive, or special damages, including without limitation lost profits, loss of income, or loss of goodwill, arising out of this Agreement or the use or possession of the Equipment or System(s), however caused and under any theory of liability (including without limitation negligence), whether based in contract, tort, or any other cause of action, even if Company has been advised of the possibility of such damages.*
- B. *Company's total liability to Customer for any breach by Company under this Agreement or any claim of Customer against Company related to this Agreement, directly or indirectly, is limited to the lesser of a refund of the fees paid by Customer under this Agreement (not to exceed one year's fees paid under this Agreement) or the actual direct damage suffered by Customer.*

12. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES.

- A. Company warrants that all Services will be performed in a workmanlike manner and in compliance with applicable laws and regulations.
- B. *Except as expressly stated in this Agreement, Company makes no warranty, express or implied, regarding the Services to be provided by Company, the Equipment, or the System(s), including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and Customer expressly waives all such warranties.*

13. BREACH BY COMPANY. Customer expressly agrees that no action at law or in equity shall be maintained by Customer against Company for Company's alleged breach of this Agreement or violation of any federal or state law now in effect or enacted in the future with respect to any obligation or duty incurred under this Agreement by Company unless Customer notifies Company in writing at the address specified in this Agreement within ten (10) days from date of such alleged breach or violation, and provided Company does not remedy or correct the breach or violation within sixty (60) days from the receipt of such notice.

14. TIME LIMITATION. All claims, actions or proceedings, legal or equitable, against Company must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or such claim, action or proceeding is barred, time being of the essence of this Section 14.

15. INDEMNIFICATION. Customer assumes financial and legal responsibility for damage or injury (including without limitation death) to all persons, and property damage or loss of use thereof, caused by, resulting from, or arising out of any negligence caused by or contributed to by Customer, its agents, servants, or employees. Customer shall, at its cost, indemnify and, at Company's option, defend, Company, its officers, directors, employees, agents, and contractors (collectively, the "Company Indemnified Parties") from and against any claims, demands, causes of action, proceedings, assessments, damages, liabilities, settlements, judgments, fines, penalties, interest, costs, and expenses (including without limitation reasonable attorneys' fees, professionals' fees, and court costs), that any Company Indemnified Party may incur arising from or relating to: (a) Customer's breach of this Agreement; (b) any negligence or other tortious conduct by Customer or any of its agents, servants, or employees; and (c) any violation of any applicable law, rule, regulation, or order by Customer or any of its agents, employees, or servants. This Section 15 shall continue in effect notwithstanding any payment in full by Customer for the Services. Customer further understands that Company is relying upon this limitation in determining the cost of the Services.

16. WAIVER OF SUBROGATION. Customer agrees to waive all rights of subrogation as allowed by governing insurance policies. Customer understands and agrees that Company does not assume risk or liability for loss due to fire or damages to the premises referred to herein, property or equipment, or personal injury due to either the operation or non-operation of the Equipment and/or System. Customer further understands that Company is relying upon this waiver in determining the cost of services provided to Customer.

17. REMEDIES CUMULATIVE. The remedies provided in this Agreement in favor of Company upon a breach of this Agreement by Customer shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in Company's favor existing at law or in equity. Company may exercise all remedies, whether or not expressed, successively or concurrently, and any such action shall not operate to release Customer until the full amount of all sums due and to become due under this Agreement have been paid.

18. SEVERABILITY. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable or invalid such provision shall be modified to the extent necessary to eliminate such invalidity or unenforceability and any remaining unenforceability or invalidity shall have no effect on any of the other terms of the Agreement, which shall remain in full force and effect in accordance with its terms.

19. HAZARD TO PERSONNEL.

Customer represents and warrants that, except as otherwise disclosed to Company in writing, in the areas where Company will perform Services there are no: (i) materials or substances classified as toxic or hazardous on or in the walls, floors, ceilings, or other structural members, or otherwise stored in the work area; (ii) situations requiring special precautions; (iii) equipment required by federal, state, or local health or safety regulations; or (iv) unsafe working conditions.

20. RECORDS. The Company has a document destruction policy in effect for all of its customers which will lead to the destruction of this Agreement and any and all related materials, documents, plans or correspondence, in paper or electronic form (collectively, the "Records"). Notwithstanding the foregoing, Customer may, within twelve (12) months following the expiration or termination of this Agreement, provide written notice to the Company requesting the Company to send the Records to Customer at Customer's sole cost and expense. If Customer does not so request the Records from the Company within twelve (12) months following the expiration or termination of this Agreement, the Company shall have no further obligation to produce or maintain the Records.

21. MISCELLANEOUS

- A. Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the parties regarding the subject matter of this Agreement and supersedes any prior or contemporaneous agreement, understanding, or order between the parties regarding the subject matter of this Agreement. Should the terms and conditions of any purchase order of Customer issued in connection with this Agreement conflict with or add to any provisions of this Agreement, such new terms or different terms are expressly rejected by Company unless otherwise stated in writing by an authorized representative of Company and shall be of no force or effect. No modification of this Agreement shall be binding unless made in writing and signed by both parties.
- B. Waiver. No claim or right arising out of this Agreement may be discharged in whole or in part by a waiver of the claim or right unless the waiver is in writing and signed by the waiving party. The waiver or acceptance of any breach by either party of any provision of this Agreement shall not constitute a waiver of or excuse for non-performance as to any other provision of this Agreement, nor as to any prior or subsequent breach of the same provision.
- C. Governing Law. This Agreement is made and entered into in the Commonwealth of Pennsylvania and shall be in all respects governed by and construed in accordance with the laws of the United States and the Commonwealth of Pennsylvania as if entirely performed in Pennsylvania and without regard to any conflict of law rules and without regard to any rules of construction or interpretation relating to which party drafted this Agreement. Nothing in this Agreement is intended to supersede, conflict with, or alter Company's rights and Customer's obligations under the Pennsylvania Contractor and Subcontractor Payment Act.
- D. Jurisdiction. Customer consents to the exclusive jurisdiction and venue of the Montgomery County Court of Common Pleas of the Commonwealth of Pennsylvania or the United States District Court for the Eastern District of Pennsylvania with respect to the enforcement of this Agreement, the collection of any amounts due under this Agreement, or any disputes arising under this Agreement. Customer agrees that effective service of process may be made upon Customer by U.S. mail under the notice provision contained in Section 21.E.

- E. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to be sufficiently delivered if sent by: (i) hand delivery; (ii) nationally recognized overnight carrier; or (iii) first class mail, to Company at Keystone Fire Protection Co., 433 Industrial Drive, North Wales, PA 19454, Attn: President, and to Customer at the address stated on the first page of this Agreement. Such notice shall be effective on the earlier of actual receipt, refusal by the recipient, or three (3) days after sending. Any party may change the address to which communications are sent by delivering notice of such change to the other party in accordance with this Section 21.E
- F. Assignment. This Agreement may not be assigned by Customer, either directly or indirectly (including, without limitation, by merger or sale of capital stock or assets), without the prior written consent of Company, which consent may be withheld by Company, in its sole discretion. This Agreement shall inure to the benefit of and shall be binding upon Company's and Customer's respective successors and permitted assigns.
- G. Waiver of Jury Trial. **The parties expressly waive the right to a trial by jury in any action or proceeding brought relating to this Agreement. The parties prefer that such a dispute be determined by a judge.**
- H No Set-Off. Customer has no right to set off against amounts due to Company, and in the event Customer exercises a set off it shall constitute a Default and entitle Company to all of its rights and remedies under this Agreement, including, without limitation, the right to recover interest and attorneys' fees.
- I. Attorneys' Fees. Customer shall pay Company's costs, attorneys' fees, and professionals' fees in the event of a dispute between Customer and Company regarding the interpretation or enforcement of this Agreement that results in litigation, in which Company is the prevailing party. Company's right to the foregoing shall not merge with but shall survive the entry of judgment, and shall extend to appeals and collection.
- J. Commercial Transaction. The parties acknowledge and agree that this Agreement is a commercial transaction and not for personal, family, or household use.
- K. Compliance with Laws. Customer shall comply with all applicable federal, state, and local laws, rules, and ordinances.
- L. Survival. All provisions of this Agreement that, by their terms, should survive termination or expiration of this Agreement shall survive such termination or expiration.

END OF SECTION

LIST OF ADDITIONAL SERVICE LOCATIONS:

LOC.			PRICE PER
NO.	LOCATION NAME	ADDRESS OF SERVICE LOCATION(S)	LOCATION
1	East Stroudsburg	High School North 279 Timberwolf Drive	\$0.00
2			\$0.00
3			\$0.00
4			\$0.00
5			\$0.00
6			\$0.00
7			\$0.00
8			\$0.00
9			\$0.00
10			\$0.00
11			\$0.00
12			\$0.00
13			\$0.00
14			\$0.00
15			\$0.00
16			\$0.00
17			\$0.00
18			\$0.00
19			\$0.00
20			\$0.00
21			\$0.00
22			\$0.00
23			\$0.00
24			\$0.00
25			\$0.00
26			\$0.00
27			\$0.00
28			\$0.00
29			\$0.00

LIST OF SYSTEM(S) TO BE SERVICED:

LOC.	SYS.	INSP.			
NO.	NO.	DUE	SYSTEM TYPE	AREA PROTECTED	DESCRIPTION OF SYSTEM
1	1		Fire Alarm System	Building	(1) Notifier NFS2 (1) Annunciator (1) Field Power Supply (84) Pull Station (263) Smoke Detector (34) Duct Detector (12) Supervisory Switches (359) Horn/Strobes (83) Horns INSPECTION DUE JULY 2017
	2		Fire Extinguishers	Building	(147) ABC (3) K-CLASS (1) Haltron INSPECTION DUE JULY 2017
	3		Wet Sprinkler System	Building	(6) 6" Wet Riser INSPECTION DUE JULY 2017
	4		Kitchen System	Kitchen	(1) Pyro Chem ***PRICE INCLUDE FUSIBLE LINKS*** INSPECTION DUE JULY 2017



Engineered Fire Protection Specialists

433 Industrial Drive
North Wales, PA 19454
P (215) 641-0100
F (215) 641-9638
www.keystonefire.com



LIFE-SAFETY SYSTEM SERVICE AGREEMENT

This Life Safety System Service Agreement is entered into by and between Keystone Fire Protection Co. (hereinafter referred to as "Company") and the Customer whose name and address are set forth below (hereinafter referred to as "Customer").

CUSTOMER: East Stroudsburg SD, 50 Vine Street, East Stroudsburg, PA 18301
ATTN: Scott Ihle
PHONE: (570) 656-4283
FAX: x10420
SERVICE SITE INFO: East Stroudsburg High School South, 279 North Courtland Street, East Stroudsburg, PA 18301
PROPOSAL DATE: 5/1/2017
LIFE SAFETY ADVISOR: 190
PROPOSAL NO: 17-0298
AGREEMENT EFFECTIVE DATES: FROM: 6/1/2017 TO: 5/30/2020

SERVICES PROVIDED UNDER THIS AGREEMENT:

For specific information on the equipment and systems covered under this Agreement, please refer to the "List of Systems to be Serviced". In many cases, the systems listed below require different intervals of test and inspection.

Table with columns: System Type, Quantity, Annual Fee, and notes. Includes items like Building Fire Alarm System(s), Restaurant Suppression System(s), Hand Portable Fire Extinguisher(s), and Wet Sprinkler & Standpipe System(s).

ANNUAL INVESTMENT: \$6,061.33

KFPCo proposes to bill Customer Annually for a price of \$6,061.33 per installment. Prices valid for 30 days.

Annual investment above includes the cost to perform the inspection(s), only, and any "Additional Required" and/or "Value-Added" Services listed below, marked as "Included".

SERVICE RESPONSE:

Emergency Service Calls:

Our initial response to you will be provided within **(4)** hour(s) of receipt of your call. Company personnel will assess the situation by phone and will determine the required next course of action with you or a designated member of your staff.

On-Site Response Time:

Service personnel will arrive at your facility within **(24)** hour(s) of your phoned request, if it is determined that a site service visit is required. Please advise your Life Safety Specialist if a higher priority on-site response is required.

SERVICE LABOR RATES:

While our inspection and testing services are designed to reduce the need for emergency service visits, should you require a technician to respond to your site, we are available 24 hours a day, 7 days a week, 52 weeks per year. The following is a description of our labor charges for normal business hours, and our policy regarding overtime and holidays.

Standard Travel and Labor Rates:

		Standard	Agreement
		<u>Rates</u>	<u>Rates</u>
Normal Business Hours - 8:00 AM to 4:30 PM, Monday through Friday			
Extinguisher, Restaurant, or Shop Labor	(Per Hour)	\$112.00	\$93.00
Sprinkler, Alarm or Suppression Labor	(Per Hour)	\$134.00	\$112.00
Network Alarm & Security Labor	(Per Hour)	\$196.00	\$163.00
2 Hour Minimum Billing			
Overtime Hours - After 4:30 PM Monday through Friday & all day Saturday			
Extinguisher, Restaurant, or Shop Labor	(Per Hour)	\$142.00	\$118.00
Sprinkler, Alarm or Suppression Labor	(Per Hour)	\$169.00	\$141.00
Network Alarm & Security Labor	(Per Hour)	\$247.00	\$206.00
4 Hour Minimum Billing			
Sunday & Holiday Hours - All day Sunday & Holidays **			
Extinguisher, Restaurant, or Shop Labor	(Per Hour)	\$163.00	\$136.00
Sprinkler, Alarm or Suppression Labor	(Per Hour)	\$196.00	\$163.00
Network Alarm & Security Labor	(Per Hour)	\$284.00	\$237.00

4 Hour Minimum Billing

All Service Calls are Subject to:

- Minimum Hourly Billing as noted above
- Billing in half-hour increments (after time exceeds minimum billing)
- Plus Travel Time, portal to portal
- Invoices due and payable: **NET 20 DAYS**

Service Replacement Parts:

- All replacement parts deemed necessary to maintain listed systems in an operable state will be itemized and billed as an extra at the Manufacturer's suggested list price .

****New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Thanksgiving Friday, Christmas Eve, and Christmas Day (should any of these days fall on a Saturday, holiday will be observed on the previous Friday; should any of these days fall on a Sunday, holiday will be observed the following Monday).**

ACCEPTANCE OF AGREEMENT:

This Agreement has been read, understood and hereby accepted. By the signature below and your initials on the subsequent pages, you are hereby authorizing Company to perform the work as specified. Payment will be made as outlined above:

KEYSTONE FIRE PROTECTION COMPANY

CUSTOMER

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Email Address

Date

ADDITIONAL REQUIRED SERVICES:

In addition to the above-described services to be performed, your life safety systems may require one or more of the following additional tests or services to be conducted during the coverage period of this agreement. These services are typically preventative maintenances and/or invasive tests, done on less frequent intervals, to further ensure the functional effectiveness of your system(s). Where noted, these services are required by code and must be performed at the appropriate intervals to certify your system(s). Please take a moment to review the *Glossary of Services* sheet which describes the benefits of these required services. Unless indicated otherwise below, these services will only be quoted on a **Time & Material (T&M)** basis, at the contracted labor rates in effect at the time of the testing. Tests and services which do not pertain to your life safety systems will be marked with an "N/A" indicating that they are not applicable.

<input type="checkbox"/>	Smoke Detector Sensitivity Testing - required by NFPA Pamphlet 72 (bi-annually)		\$ 1,753.00
<input type="checkbox"/>	Decibel (dB) Testing of Fire Alarms - required by City of Philadelphia Fire Code		N/A
<input type="checkbox"/>	Room Integrity Door Fan Testing - recommended by NFPA 2001 & 12A (annually)		N/A
<input type="checkbox"/>	Monthly Extinguisher Inspections - required by NFPA Pamphlet 10 (monthly)	Per month:	\$ 475.75
<input type="checkbox"/>	Pipe Obstruction Investigation - required by NFPA Pamphlet 25 (5 year intervals)		N/A
<input type="checkbox"/>	Sprinkler Gauge Replacement - required by NFPA Pamphlet 25 (5 year intervals)		N/A
<input type="checkbox"/>	Antifreeze Solution Testing - required by NFPA Pamphlet 25 (annually)		N/A
<input type="checkbox"/>	Fire Department Connection Backflush - required by City of Phila. (5 year intervals)		N/A
<input type="checkbox"/>	Standpipe & Hose Connection Flow Test - required by City of Phila. (5 year intervals)		N/A
<input type="checkbox"/>	Standpipe & Hose Connection Hydro Test - required by City of Phila. (5 year intervals)		N/A
<input type="checkbox"/>	Alarm Valve Internal Inspection - required by City of Phila. (5 year intervals)		N/A

VALUE-ADDED (OPTIONAL) SERVICES:

Keystone is also proud to offer the following value-added services which will enhance your overall service experience with us. Please take a moment to review the *Glossary of Services* sheet which describes the benefits of these money-saving services. Those services which do not pertain to your life safety systems will be marked with an "N/A" indicating that they are not applicable.

<input type="checkbox"/>	Rapid Repair™ Same-Day Deficiency Correction Program		
<input type="checkbox"/>	Parts Protection Plus™ Covering: Alarm _____ Suppression _____ Pre-Action _____		N/A
<input type="checkbox"/>	Smoke Detector Cleaning		\$ 1,224.00
<input type="checkbox"/>	After Hours Testing of Audible Alarm Devices		\$ 650.00
<input type="checkbox"/>	Central Station Monitoring - One-Time Equipment Set-Up Investment		N/A
<input type="checkbox"/>	Nozzle Plan Plus™ Nozzle & Blow-Off Cap Replacement Coverage for Restaurant Systems		\$ 133.00
<input type="checkbox"/>	xTEND-GUISHER™ - All-Inclusive Fire Extinguisher Maintenance Plan		\$ 2,934.40
<input checked="" type="checkbox"/>	ePlace™ - Extinguisher and Field Device Placement Reporting		Included
<input type="checkbox"/>	Employee Fire Extinguisher Training - Classroom Only (2 Hr. Minimum)	Per Hour:	\$ 150.00
<input type="checkbox"/>	Live Hands-On Fire Extinguisher Training - (Classroom Training Req'd.)	Per Person:	\$ 12.50

Place an "X" in the box to the left of each service that you wish to select. Keystone will only provide those services which have been selected by you and authorized with a signature at the bottom of this page.

ACCEPTANCE OF ADDITIONAL & OPTIONAL SERVICES:

I authorize Keystone Fire Protection Co. to add the services marked above with an "X" to my *Annual Investment* from Page 1:

CUSTOMER

Signature _____

Title _____

Printed Name _____

Date _____



- 1. AGREEMENT.** This Agreement shall become effective (the "Effective Date") upon the later of (i) execution by the customer identified on the first page of this Agreement ("Customer") and (ii) acceptance and execution of this Agreement by a duly authorized representative of Keystone Fire Protection Co. ("Company").
- 2. SALE OF MAINTENANCE AND SERVICE.** Company shall sell to Customer and Customer shall purchase from Company the maintenance and services ("Services") identified in this Agreement to be performed on Customer's equipment ("Equipment") or fire system ("System"). Customer may order additions, deletions, revisions or other changes in the Services within the general scope of this Agreement provided that if such changes affect the cost of the work to be performed, or the time required for completion of the work to be performed, as determined in the reasonable discretion of the Company, the Agreement, deadlines and the amount to be paid to Company shall be adjusted in the sole discretion of the Company. Company shall be under no obligation to perform the additions, deletions, revisions or other changes in the work requested by Customer in the absence of a written amendment to this Agreement that complies with Section 21.A of this Agreement.
- 3. PURCHASE PRICE AND PAYMENT.** Customer shall pay Company in accordance with the terms set forth in this Agreement or as otherwise set forth on Company's invoice. Company's prices are exclusive of insurance, shipping, handling, and taxes with respect to the purchase of any Services, Equipment, or System. All charges shall be paid NET the number of days from the date of invoice, as set forth on the second page of this agreement. If Customer fails to make any payments when due, a finance charge of 15% per annum will accrue from the due date until paid. If Company retains a collection agency, legal counsel, or incurs any out-of-pocket costs to collect overdue payments, all such collection costs (including without limitation attorneys' fees) shall be paid by Customer. Company shall not be obligated to extend credit or financing terms to Customer. Customer acknowledges that, other than Company's completion of the Services, payment to Company is not contingent on any occurrence, matter or event, including, without limitation, Customer's receipt of payment from any third party such as an owner or insurance company.
- 4. LIMITATIONS OF SERVICE.**

Deficiency Correction. Customer agrees that any Equipment or System out of warranty prior to the start of this Agreement shall be inspected by a Company Field Service Technician. If Company discovers any deficiencies, Company shall submit repair charges to Customer in writing at the then-prevailing Company prices and hourly rates. Should Customer decline such repair charges, Company may eliminate the deficient Equipment or System from coverage under this Agreement and adjust the price accordingly.

Abnormal Use. Service under this Agreement does not include repairs or servicing made necessary by or arising out of:

 - i) any causes other than normal use of the Equipment or System, as determined in the sole discretion of Company including, without limitation: (a) the fault or negligence of Customer or any third party; (b) operation of the Equipment or System not in accordance with Company's or the manufacturer's specifications (including, without limitation, failure to provide a suitable installation and operation environment); or (c) use of the Equipment or System for purposes other than those for which it is designed;
 - ii) any causes external to the Equipment or System including without limitation: (a) failure or fluctuation of electrical power; (b) use of non-Company approved or recommended suppliers or attachments; (c) moving the Equipment or System; or (d) the occurrence of any events set forth in Section 10;
 - iii) repair, servicing or alterations to the Equipment or System by anyone other than an authorized Company service representative or without the written consent of Company; or representative or without the written consent of Company;
 - iv) alteration or relocation of Equipment or System and/or topographical changes to the area protected by the Equipment or System.
- 5. CUSTOMER RESPONSIBILITIES.**

Site Environment. The Equipment and System are designed to operate within certain power, temperature, and humidity ranges as specified in the appropriate operating manual for the Equipment and System. Customer shall prepare and maintain the site in conformity with such specifications. Customer assumes all responsibility for any Equipment or System malfunction that occurs as a result of operation outside of such specifications, including without limitation the cost of repairing or replacing the malfunctioning Equipment or System.

Access. Customer shall provide Company with access to the Equipment and System and adequate working space and facilities within a reasonable distance of the Equipment and System. Company will be free to start and stop all primary equipment incidental to the operation of the Equipment and System.

Operating Procedures. Customer will follow routine operating procedures as specified in the operating manuals for the Equipment and System.

Customer Representative. A representative of Customer shall be present at the site at all times Services are being performed by Company. Unless otherwise agreed to, Company personnel will not enter or remain at the site in the absence of a Customer representative.
- 6. TERM; TERMINATION.** The initial term (the "Initial Term") of this Agreement shall be for a one (1) year period commencing on the Effective Date. This Agreement shall automatically renew for successive one (1) year periods (each a "Renewal Term"; the Initial Term and all Renewal Terms are collectively the "Term") until terminated in writing as provided in this Agreement. Each Renewal Term shall be subject to the terms and conditions of this Agreement, except that the service fee due to Company for each Renewal Term shall be at the rate then charged by Company for similar inspection services. Either party may terminate this Agreement by giving the other party written notice of termination at least thirty (30) days prior to the end of the then-current Initial Term or Renewal Term, as applicable, unless earlier terminated by Company in accordance with Section 8.
- 7. DEFAULT.** Any one or more of the following shall constitute a default by Customer under this Agreement (each, a "Default"): (i) Customer is delinquent in payment of any sums due under this Agreement; (ii) Customer fails to comply with any term or provision of this Agreement; (iii) Customer files a petition in bankruptcy or Customer has a bankruptcy petition filed against it; (iv) Customer is unable to pay its debts as they mature, as determined by Company in its sole discretion; or (v) Customer makes an assignment for the benefit of its creditors.
- 8. REMEDIES.** In the event of a Default, Company may exercise any one or more of the following remedies, in any combination:

Discontinuance of Service. Company, at its option, may immediately terminate this Agreement or refuse to continue to service this Equipment or System or may elect to furnish service on another basis, including, without limitation, on a C.O.D. "Per Call" basis.

Acceleration. Company may accelerate all amounts due under this Agreement for the then-current Initial Term or Renewal Term of this Agreement, as applicable (including any Renewal Term). The parties agree that such acceleration is not a penalty, but is in the nature of liquidated damages because the parties agree Company's actual damages would be impossible to determine.
- 9. TAXES.** Except as set forth on the first page of this Agreement, the fees paid under this Agreement do not include any applicable taxes and Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed on or with respect to the Services. If Customer is tax-exempt, then prior to executing this Agreement, Customer will provide Company with a valid and correct tax exemption certificate. Failure to provide a tax exemption certificate in a timely fashion may result in Customer losing the advantages of tax exemption with regard to the transactions contemplated by this Agreement.
- 10. FORCE MAJEURE.** Company will be excused from any delay or failure to perform under this Agreement due, in whole or in part, directly or indirectly, to any cause beyond Company's reasonable control, including without limitation labor difficulties, fire, casualty or accidents, acts of God, civil disorder, transportation difficulties, shortage of fuel, labor or materials, governmental acts or restrictions, or Customer's denial to Company of full access to the Equipment or System.

11. LIMITATION OF LIABILITY.

- A. *Company shall have no liability for indirect, incidental, exemplary, consequential, punitive, or special damages, including without limitation lost profits, loss of income, or loss of goodwill, arising out of this Agreement or the use or possession of the Equipment or System(s), however caused and under any theory of liability (including without limitation negligence), whether based in contract, tort, or any other cause of action, even if Company has been advised of the possibility of such damages.*
- B. *Company's total liability to Customer for any breach by Company under this Agreement or any claim of Customer against Company related to this Agreement, directly or indirectly, is limited to the lesser of a refund of the fees paid by Customer under this Agreement (not to exceed one year's fees paid under this Agreement) or the actual direct damage suffered by Customer.*

12. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES.

- A. Company warrants that all Services will be performed in a workmanlike manner and in compliance with applicable laws and regulations.
- B. *Except as expressly stated in this Agreement, Company makes no warranty, express or implied, regarding the Services to be provided by Company, the Equipment, or the System(s), including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and Customer expressly waives all such warranties.*

13. BREACH BY COMPANY. Customer expressly agrees that no action at law or in equity shall be maintained by Customer against Company for Company's alleged breach of this Agreement or violation of any federal or state law now in effect or enacted in the future with respect to any obligation or duty incurred under this Agreement by Company unless Customer notifies Company in writing at the address specified in this Agreement within ten (10) days from date of such alleged breach or violation, and provided Company does not remedy or correct the breach or violation within sixty (60) days from the receipt of such notice.

14. TIME LIMITATION. All claims, actions or proceedings, legal or equitable, against Company must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or such claim, action or proceeding is barred, time being of the essence of this Section 14.

15. INDEMNIFICATION. Customer assumes financial and legal responsibility for damage or injury (including without limitation death) to all persons, and property damage or loss of use thereof, caused by, resulting from, or arising out of any negligence caused by or contributed to by Customer, its agents, servants, or employees. Customer shall, at its cost, indemnify and, at Company's option, defend, Company, its officers, directors, employees, agents, and contractors (collectively, the "Company Indemnified Parties") from and against any claims, demands, causes of action, proceedings, assessments, damages, liabilities, settlements, judgments, fines, penalties, interest, costs, and expenses (including without limitation reasonable attorneys' fees, professionals' fees, and court costs), that any Company Indemnified Party may incur arising from or relating to: (a) Customer's breach of this Agreement; (b) any negligence or other tortious conduct by Customer or any of its agents, servants, or employees; and (c) any violation of any applicable law, rule, regulation, or order by Customer or any of its agents, employees, or servants. This Section 15 shall continue in effect notwithstanding any payment in full by Customer for the Services. Customer further understands that Company is relying upon this limitation in determining the cost of the Services.

16. WAIVER OF SUBROGATION. Customer agrees to waive all rights of subrogation as allowed by governing insurance policies. Customer understands and agrees that Company does not assume risk or liability for loss due to fire or damages to the premises referred to herein, property or equipment, or personal injury due to either the operation or non-operation of the Equipment and/or System. Customer further understands that Company is relying upon this waiver in determining the cost of services provided to Customer.

17. REMEDIES CUMULATIVE. The remedies provided in this Agreement in favor of Company upon a breach of this Agreement by Customer shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in Company's favor existing at law or in equity. Company may exercise all remedies, whether or not expressed, successively or concurrently, and any such action shall not operate to release Customer until the full amount of all sums due and to become due under this Agreement have been paid.

18. SEVERABILITY. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable or invalid such provision shall be modified to the extent necessary to eliminate such invalidity or unenforceability and any remaining unenforceability or invalidity shall have no effect on any of the other terms of the Agreement, which shall remain in full force and effect in accordance with its terms.

19. HAZARD TO PERSONNEL.

Customer represents and warrants that, except as otherwise disclosed to Company in writing, in the areas where Company will perform Services there are no: (i) materials or substances classified as toxic or hazardous on or in the walls, floors, ceilings, or other structural members, or otherwise stored in the work area; (ii) situations requiring special precautions; (iii) equipment required by federal, state, or local health or safety regulations; or (iv) unsafe working conditions.

20. RECORDS. The Company has a document destruction policy in effect for all of its customers which will lead to the destruction of this Agreement and any and all related materials, documents, plans or correspondence, in paper or electronic form (collectively, the "Records"). Notwithstanding the foregoing, Customer may, within twelve (12) months following the expiration or termination of this Agreement, provide written notice to the Company requesting the Company to send the Records to Customer at Customer's sole cost and expense. If Customer does not so request the Records from the Company within twelve (12) months following the expiration or termination of this Agreement, the Company shall have no further obligation to produce or maintain the Records.

21. MISCELLANEOUS

- A. **Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the parties regarding the subject matter of this Agreement and supersedes any prior or contemporaneous agreement, understanding, or order between the parties regarding the subject matter of this Agreement. Should the terms and conditions of any purchase order of Customer issued in connection with this Agreement conflict with or add to any provisions of this Agreement, such new terms or different terms are expressly rejected by Company unless otherwise stated in writing by an authorized representative of Company and shall be of no force or effect. No modification of this Agreement shall be binding unless made in writing and signed by both parties.
- B. **Waiver.** No claim or right arising out of this Agreement may be discharged in whole or in part by a waiver of the claim or right unless the waiver is in writing and signed by the waiving party. The waiver or acceptance of any breach by either party of any provision of this Agreement shall not constitute a waiver of or excuse for non-performance as to any other provision of this Agreement, nor as to any prior or subsequent breach of the same provision.
- C. **Governing Law.** This Agreement is made and entered into in the Commonwealth of Pennsylvania and shall be in all respects governed by and construed in accordance with the laws of the United States and the Commonwealth of Pennsylvania as if entirely performed in Pennsylvania and without regard to any conflict of law rules and without regard to any rules of construction or interpretation relating to which party drafted this Agreement. Nothing in this Agreement is intended to supersede, conflict with, or alter Company's rights and Customer's obligations under the Pennsylvania Contractor and Subcontractor Payment Act.
- D. **Jurisdiction.** Customer consents to the exclusive jurisdiction and venue of the Montgomery County Court of Common Pleas of the Commonwealth of Pennsylvania or the United States District Court for the Eastern District of Pennsylvania with respect to the enforcement of this Agreement, the collection of any amounts due under this Agreement, or any disputes arising under this Agreement. Customer agrees that effective service of process may be made upon Customer by U.S. mail under the notice provision contained in Section 21.E.

- E. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to be sufficiently delivered if sent by: (i) hand delivery; (ii) nationally recognized overnight carrier; or (iii) first class mail, to Company at Keystone Fire Protection Co., 433 Industrial Drive, North Wales, PA 19454, Attn: President, and to Customer at the address stated on the first page of this Agreement. Such notice shall be effective on the earlier of actual receipt, refusal by the recipient, or three (3) days after sending. Any party may change the address to which communications are sent by delivering notice of such change to the other party in accordance with this Section 21.E
- F. **Assignment.** This Agreement may not be assigned by Customer, either directly or indirectly (including, without limitation, by merger or sale of capital stock or assets), without the prior written consent of Company, which consent may be withheld by Company, in its sole discretion. This Agreement shall inure to the benefit of and shall be binding upon Company's and Customer's respective successors and permitted assigns.
- G. **Waiver of Jury Trial. The parties expressly waive the right to a trial by jury in any action or proceeding brought relating to this Agreement. The parties prefer that such a dispute be determined by a judge.**
- H. **No Set-Off.** Customer has no right to set off against amounts due to Company, and in the event Customer exercises a set off it shall constitute a Default and entitle Company to all of its rights and remedies under this Agreement, including, without limitation, the right to recover interest and attorneys' fees.
- I. **Attorneys' Fees.** Customer shall pay Company's costs, attorneys' fees, and professionals' fees in the event of a dispute between Customer and Company regarding the interpretation or enforcement of this Agreement that results in litigation, in which Company is the prevailing party. Company's right to the foregoing shall not merge with but shall survive the entry of judgment, and shall extend to appeals and collection.
- J. **Commercial Transaction.** The parties acknowledge and agree that this Agreement is a commercial transaction and not for personal, family, or household use.
- K. **Compliance with Laws.** Customer shall comply with all applicable federal, state, and local laws, rules, and ordinances.
- L. **Survival.** All provisions of this Agreement that, by their terms, should survive termination or expiration of this Agreement shall survive such termination or expiration.

END OF SECTION

LIST OF ADDITIONAL SERVICE LOCATIONS:

LOC.				PRICE PER
NO.	LOCATION NAME	ADDRESS OF SERVICE LOCATION(S)		LOCATION
1	East Stroudsburg	High School South	279 North Courtland Street	\$0.00
2				\$0.00
3				\$0.00
4				\$0.00
5				\$0.00
6				\$0.00
7				\$0.00
8				\$0.00
9				\$0.00
10				\$0.00
11				\$0.00
12				\$0.00
13				\$0.00
14				\$0.00
15				\$0.00
16				\$0.00
17				\$0.00
18				\$0.00
19				\$0.00
20				\$0.00
21				\$0.00
22				\$0.00
23				\$0.00
24				\$0.00
25				\$0.00
26				\$0.00
27				\$0.00
28				\$0.00
29				\$0.00

LIST OF SYSTEM(S) TO BE SERVICED:

LOC.	SYS.	INSP.			
NO.	NO.	DUE	SYSTEM TYPE	AREA PROTECTED	DESCRIPTION OF SYSTEM
1	1		Fire Alarm System	Building	(1) Notifier NFS 2 (1) Annunciator (1) Power Supply (66) Pull Station (309) Smoke Detectors (36) Duct Detectors (30) Heat Detectors (28) Supervisory Switches (321) Horn/Strobes (46) Strobes INSPECTION DUE JULY 2017
	2		Fire Extinguishers	School	(159) ABC (3) K-Class
				Admin	(11) ABC INSPECTION DUE JULY 2017
	3		Kitchen System	Kitchen	(2) Range Guard Dual Tank (1) Kiddie Single Tank ***PRICE INCLUDES FUSIBLE LINKS*** INSPECTION DUE JULY 2017
	4		Wet Sprinkler System	Building	(6) 4" Wet Riser INSPECTION DUE JULY 2017



433 Industrial Drive
 North Wales, PA 19454
 P (215) 641-0100
 F (215) 641-9638
 www.keystonefire.com



LIFE-SAFETY SYSTEM SERVICE AGREEMENT

This Life Safety System Service Agreement is entered into by and between **Keystone Fire Protection Co.** (hereinafter referred to as "**Company**") and the Customer whose name and address are set forth below (hereinafter referred to as "**Customer**"). The Life Safety System Service Agreement, the attached Exhibit(s) and the Service Agreement Standard Terms and Conditions attached hereto are collectively referred to as the "**Agreement**". Company agrees to provide inspection and maintenance services to Customer in accordance with this Agreement.

CUSTOMER: East Stroudsburg SD 50 Vine Street East Stroudsburg, PA 18301 ATTN: Scott Ihle PHONE: (570) 656-4283 FAX: x10420	SERVICE SITE INFO: Bus/Waste Water Bushkill Falls Road Bushkill, PA 18324 <input type="checkbox"/>	PROPOSAL DATE: 5/1/2017 LIFE SAFETY ADVISOR: 190 PROPOSAL NO: 17-0295 AGREEMENT EFFECTIVE DATES: FROM: 6/1/2017 TO: 5/30/2020
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SERVICES PROVIDED UNDER THIS AGREEMENT:

For specific information on the equipment and systems covered under this Agreement, please refer to the "List of Systems to be Serviced". In many cases, the systems listed below require different intervals of test and inspection. Please refer to the specified "Exhibit" for each system marked with a "✓" below for information on testing intervals, scope of inspection work, and value-added optional services.

System Type	Quantity	Annual Fee	
Building Fire Alarm System(s)			
Central Station Monitoring Service			
Clean Agent Extinguishing System(s)			
Automatic Fire Damper(s)			
Pre-Action/Deluge/Foam System(s)			
Restaurant Suppression System(s)			
Industrial Dry Chemical System(s)			
Emergency Lighting & Exit Sign(s)			
Hand Portable Fire Extinguisher(s)	(50) ✓	\$183.33	(See Exhibit D - Hand Portable Inspection)
Wet Sprinkler & Standpipe System(s)			
Dry Sprinkler System(s)			
Fire Pump Annual Testing			
Fire Pump Churn Testing			
Backflow Prevention Device(s)			
Yard Hydrant System(s)			
Fire Hose Inspection			
Annual Investment		\$183.33	(Tax Exempt - NOTE: Customer must provide KFPCO with valid exemption certificate to avoid being charged tax.)
Plus Applicable Tax		\$0.00	

ANNUAL INVESTMENT: **\$183.33**

KFPCo proposes to bill Customer Annually for a price of \$183.33 per installment. Prices valid for 30 days.

Annual investment above includes the cost to perform the inspection(s), only, and any "Additional Required" and/or "Value-Added" Services listed below, marked as "Included". Unless otherwise noted, all replacement parts, repairs, emergency service calls, recharges, or other changes in work scope, will result in charges over and above the stated inspection price. Customer selected optional services such as "Parts Protection Plus" will be billed at the commencement of this agreement and at each successive renewal period.

SERVICE RESPONSE:

Emergency Service Calls:

Our initial response to you will be provided within (4) hour(s) of receipt of your call. Company personnel will assess the situation by phone and will determine the required next course of action with you or a designated member of your staff.

On-Site Response Time:

Service personnel will arrive at your facility within (24) hour(s) of your phoned request, if it is determined that a site service visit is required. Please advise your Life Safety Specialist if a higher priority on-site response is required.

SERVICE LABOR RATES:

While our inspection and testing services are designed to reduce the need for emergency service visits, should you require a technician to respond to your site, we are available 24 hours a day, 7 days a week, 52 weeks per year. The following is a description of our labor charges for normal business hours, and our policy regarding overtime and holidays.

Standard Travel and Labor Rates:

		Standard	Agreement
		<u>Rates</u>	<u>Rates</u>
Normal Business Hours - 8:00 AM to 4:30 PM, Monday through Friday			
Extinguisher, Restaurant, or Shop Labor	(Per Hour)	\$112.00	\$93.00
Sprinkler, Alarm or Suppression Labor	(Per Hour)	\$134.00	\$112.00
Network Alarm & Security Labor	(Per Hour)	\$196.00	\$163.00
2 Hour Minimum Billing			
Overtime Hours - After 4:30 PM Monday through Friday & all day Saturday			
Extinguisher, Restaurant, or Shop Labor	(Per Hour)	\$142.00	\$118.00
Sprinkler, Alarm or Suppression Labor	(Per Hour)	\$169.00	\$141.00
Network Alarm & Security Labor	(Per Hour)	\$247.00	\$206.00
4 Hour Minimum Billing			
Sunday & Holiday Hours - All day Sunday & Holidays **			
Extinguisher, Restaurant, or Shop Labor	(Per Hour)	\$163.00	\$136.00
Sprinkler, Alarm or Suppression Labor	(Per Hour)	\$196.00	\$163.00
Network Alarm & Security Labor	(Per Hour)	\$284.00	\$237.00

4 Hour Minimum Billing

All Service Calls are Subject to:

- Minimum Hourly Billing as noted above
- Billing in half-hour increments (after time exceeds minimum billing)
- Plus Travel Time, portal to portal
- Invoices due and payable: **NET 20 DAYS**

Service Replacement Parts:

- All replacement parts deemed necessary to maintain listed systems in an operable state will be itemized and billed as an extra at the Manufacturer's suggested list price .

***New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Thanksgiving Friday, Christmas Eve, and Christmas Day (should any of these days fall on a Saturday, holiday will be observed on the previous Friday; should any of these days fall on a Sunday, holiday will be observed the following Monday).*

ACCEPTANCE OF AGREEMENT:

This Agreement has been read, understood and hereby accepted. By the signature below and your initials on the subsequent pages, you are hereby authorizing Company to perform the work as specified. Payment will be made as outlined above:

KEYSTONE FIRE PROTECTION COMPANY

CUSTOMER

Signature

Printed Name

Title

Date

Signature

Printed Name

Title

Email Address

Date

ADDITIONAL REQUIRED SERVICES:

In addition to the above-described services to be performed, your life safety systems may require one or more of the following additional tests or services to be conducted during the coverage period of this agreement. These services are typically preventative maintenances and/or invasive tests, done on less frequent intervals, to further ensure the functional effectiveness of your system(s). Where noted, these services are required by code and must be performed at the appropriate intervals to certify your system(s). Please take a moment to review the *Glossary of Services* sheet which describes the benefits of these required services. Unless indicated otherwise below, these services will only be quoted on a **Time & Material (T&M)** basis, at the contracted labor rates in effect at the time of the testing. Tests and services which do not pertain to your life safety systems will be marked with an "N/A" indicating that they are not applicable.

<input type="checkbox"/>	Smoke Detector Sensitivity Testing - required by NFPA Pamphlet 72 (bi-annually)		<input type="text" value="N/A"/>
<input type="checkbox"/>	Decibel (dB) Testing of Fire Alarms - required by City of Philadelphia Fire Code		<input type="text" value="N/A"/>
<input type="checkbox"/>	Room Integrity Door Fan Testing - recommended by NFPA 2001 & 12A (annually)		<input type="text" value="N/A"/>
<input type="checkbox"/>	Monthly Extinguisher Inspections - required by NFPA Pamphlet 10 (monthly)	Per month:	<input type="text" value="\$ 137.50"/>
<input type="checkbox"/>	Pipe Obstruction Investigation - required by NFPA Pamphlet 25 (5 year intervals)		<input type="text" value="N/A"/>
<input type="checkbox"/>	Sprinkler Gauge Replacement - required by NFPA Pamphlet 25 (5 year intervals)		<input type="text" value="N/A"/>
<input type="checkbox"/>	Antifreeze Solution Testing - required by NFPA Pamphlet 25 (annually)		<input type="text" value="N/A"/>
<input type="checkbox"/>	Fire Department Connection Backflush - required by City of Phila. (5 year intervals)		<input type="text" value="N/A"/>
<input type="checkbox"/>	Standpipe & Hose Connection Flow Test - required by City of Phila. (5 year intervals)		<input type="text" value="N/A"/>
<input type="checkbox"/>	Standpipe & Hose Connection Hydro Test - required by City of Phila. (5 year intervals)		<input type="text" value="N/A"/>
<input type="checkbox"/>	Alarm Valve Internal Inspection - required by City of Phila. (5 year intervals)		<input type="text" value="N/A"/>

VALUE-ADDED (OPTIONAL) SERVICES:

Keystone is also proud to offer the following value-added services which will enhance your overall service experience with us. Please take a moment to review the *Glossary of Services* sheet which describes the benefits of these money-saving services. Those services which do not pertain to your life safety systems will be marked with an "N/A" indicating that they are not applicable.

<input type="checkbox"/>	Rapid Repair™ Same-Day Deficiency Correction Program		
<input type="checkbox"/>	Parts Protection Plus™ Covering: Alarm _____ Suppression _____ Pre-Action _____		<input type="text" value="N/A"/>
<input type="checkbox"/>	Smoke Detector Cleaning		<input type="text" value="N/A"/>
<input type="checkbox"/>	After Hours Testing of Audible Alarm Devices		<input type="text" value="N/A"/>
<input type="checkbox"/>	Central Station Monitoring - One-Time Equipment Set-Up Investment		<input type="text" value="N/A"/>
<input type="checkbox"/>	Nozzle Plan Plus™ Nozzle & Blow-Off Cap Replacement Coverage for Restaurant Systems		<input type="text" value="N/A"/>
<input type="checkbox"/>	xTEND-GUISHER™ - All-Inclusive Fire Extinguisher Maintenance Plan		<input type="text" value="\$ 860.20"/>
<input checked="" type="checkbox"/>	ePlace™ - Extinguisher and Field Device Placement Reporting		<input type="text" value="Included"/>
<input type="checkbox"/>	Employee Fire Extinguisher Training - Classroom Only (2 Hr. Minimum)	Per Hour:	<input type="text" value="\$ 150.00"/>
<input type="checkbox"/>	Live Hands-On Fire Extinguisher Training - (Classroom Training Req'd.)	Per Person:	<input type="text" value="\$ 12.50"/>

Place an "X" in the box to the left of each service that you wish to select. Keystone will only provide those services which have been selected by you and authorized with a signature at the bottom of this page.

ACCEPTANCE OF ADDITIONAL & OPTIONAL SERVICES:

I authorize Keystone Fire Protection Co. to add the services marked above with an "X" to my *Annual Investment* from Page 1:

CUSTOMER

Signature _____

Title _____

Printed Name _____

Date _____

- 1. AGREEMENT.** This Agreement shall become effective (the "Effective Date") upon the later of (i) execution by the customer identified on the first page of this Agreement ("Customer") and (ii) acceptance and execution of this Agreement by a duly authorized representative of Keystone Fire Protection Co. ("Company").
- 2. SALE OF MAINTENANCE AND SERVICE.** Company shall sell to Customer and Customer shall purchase from Company the maintenance and services ("Services") identified in this Agreement to be performed on Customer's equipment ("Equipment") or fire system ("System"). Customer may order additions, deletions, revisions or other changes in the Services within the general scope of this Agreement provided that if such changes affect the cost of the work to be performed, or the time required for completion of the work to be performed, as determined in the reasonable discretion of the Company, the Agreement, deadlines and the amount to be paid to Company shall be adjusted in the sole discretion of the Company. Company shall be under no obligation to perform the additions, deletions, revisions or other changes in the work requested by Customer in the absence of a written amendment to this Agreement that complies with Section 21.A of this Agreement.
- 3. PURCHASE PRICE AND PAYMENT.** Customer shall pay Company in accordance with the terms set forth in this Agreement or as otherwise set forth on Company's invoice. Company's prices are exclusive of insurance, shipping, handling, and taxes with respect to the purchase of any Services, Equipment, or System. All charges shall be paid NET the number of days from the date of invoice, as set forth on the second page of this agreement. If Customer fails to make any payments when due, a finance charge of 15% per annum will accrue from the due date until paid. If Company retains a collection agency, legal counsel, or incurs any out-of-pocket costs to collect overdue payments, all such collection costs (including without limitation attorneys' fees) shall be paid by Customer. Company shall not be obligated to extend credit or financing terms to Customer. Customer acknowledges that, other than Company's completion of the Services, payment to Company is not contingent on any occurrence, matter or event, including, without limitation, Customer's receipt of payment from any third party such as an owner or insurance company.
- 4. LIMITATIONS OF SERVICE.**

Deficiency Correction. Customer agrees that any Equipment or System out of warranty prior to the start of this Agreement shall be inspected by a Company Field Service Technician. If Company discovers any deficiencies, Company shall submit repair charges to Customer in writing at the then-prevailing Company prices and hourly rates. Should Customer decline such repair charges, Company may eliminate the deficient Equipment or System from coverage under this Agreement and adjust the price accordingly.

Abnormal Use. Service under this Agreement does not include repairs or servicing made necessary by or arising out of:

 - i) any causes other than normal use of the Equipment or System, as determined in the sole discretion of Company including, without limitation: (a) the fault or negligence of Customer or any third party; (b) operation of the Equipment or System not in accordance with Company's or the manufacturer's specifications (including, without limitation, failure to provide a suitable installation and operation environment); or (c) use of the Equipment or System for purposes other than those for which it is designed;
 - ii) any causes external to the Equipment or System including without limitation: (a) failure or fluctuation of electrical power; (b) use of non-Company approved or recommended suppliers or attachments; (c) moving the Equipment or System; or (d) the occurrence of any events set forth in Section 10;
 - iii) repair, servicing or alterations to the Equipment or System by anyone other than an authorized Company service representative or without the written consent of Company; or representative or without the written consent of Company;
 - iv) alteration or relocation of Equipment or System and/or topographical changes to the area protected by the Equipment or System.
- 5. CUSTOMER RESPONSIBILITIES.**

Site Environment. The Equipment and System are designed to operate within certain power, temperature, and humidity ranges as specified in the appropriate operating manual for the Equipment and System. Customer shall prepare and maintain the site in conformity with such specifications. Customer assumes all responsibility for any Equipment or System malfunction that occurs as a result of operation outside of such specifications, including without limitation the cost of repairing or replacing the malfunctioning Equipment or System.

Access. Customer shall provide Company with access to the Equipment and System and adequate working space and facilities within a reasonable distance of the Equipment and System. Company will be free to start and stop all primary equipment incidental to the operation of the Equipment and System.

Operating Procedures. Customer will follow routine operating procedures as specified in the operating manuals for the Equipment and System.

Customer Representative. A representative of Customer shall be present at the site at all times Services are being performed by Company. Unless otherwise agreed to, Company personnel will not enter or remain at the site in the absence of a Customer representative.
- 6. TERM; TERMINATION.** The initial term (the "Initial Term") of this Agreement shall be for a one (1) year period commencing on the Effective Date. This Agreement shall automatically renew for successive one (1) year periods (each a "Renewal Term"; the Initial Term and all Renewal Terms are collectively the "Term") until terminated in writing as provided in this Agreement. Each Renewal Term shall be subject to the terms and conditions of this Agreement, except that the service fee due to Company for each Renewal Term shall be at the rate then charged by Company for similar inspection services. Either party may terminate this Agreement by giving the other party written notice of termination at least thirty (30) days prior to the end of the then-current Initial Term or Renewal Term, as applicable, unless earlier terminated by Company in accordance with Section 8.
- 7. DEFAULT.** Any one or more of the following shall constitute a default by Customer under this Agreement (each, a "Default"): (i) Customer is delinquent in payment of any sums due under this Agreement; (ii) Customer fails to comply with any term or provision of this Agreement; (iii) Customer files a petition in bankruptcy or Customer has a bankruptcy petition filed against it; (iv) Customer is unable to pay its debts as they mature, as determined by Company in its sole discretion; or (v) Customer makes an assignment for the benefit of its creditors.
- 8. REMEDIES.** In the event of a Default, Company may exercise any one or more of the following remedies, in any combination:

Discontinuance of Service. Company, at its option, may immediately terminate this Agreement or refuse to continue to service this Equipment or System or may elect to furnish service on another basis, including, without limitation, on a C.O.D. "Per Call" basis.

Acceleration. Company may accelerate all amounts due under this Agreement for the then-current Initial Term or Renewal Term of this Agreement, as applicable (including any Renewal Term). The parties agree that such acceleration is not a penalty, but is in the nature of liquidated damages because the parties agree Company's actual damages would be impossible to determine.
- 9. TAXES.** Except as set forth on the first page of this Agreement, the fees paid under this Agreement do not include any applicable taxes and Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed on or with respect to the Services. If Customer is tax-exempt, then prior to executing this Agreement, Customer will provide Company with a valid and correct tax exemption certificate. Failure to provide a tax exemption certificate in a timely fashion may result in Customer losing the advantages of tax exemption with regard to the transactions contemplated by this Agreement.
- 10. FORCE MAJEURE.** Company will be excused from any delay or failure to perform under this Agreement due, in whole or in part, directly or indirectly, to any cause beyond Company's reasonable control, including without limitation labor difficulties, fire, casualty or accidents, acts of God, civil disorder, transportation difficulties, shortage of fuel, labor or materials, governmental acts or restrictions, or Customer's denial to Company of full access to the Equipment or System.

11. LIMITATION OF LIABILITY.

- A. Company shall have no liability for indirect, incidental, exemplary, consequential, punitive, or special damages, including without limitation lost profits, loss of income, or loss of goodwill, arising out of this Agreement or the use or possession of the Equipment or System(s), however caused and under any theory of liability (including without limitation negligence), whether based in contract, tort, or any other cause of action, even if Company has been advised of the possibility of such damages.**
- B. Company's total liability to Customer for any breach by Company under this Agreement or any claim of Customer against Company related to this Agreement, directly or indirectly, is limited to the lesser of a refund of the fees paid by Customer under this Agreement (not to exceed one year's fees paid under this Agreement) or the actual direct damage suffered by Customer.**

12. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES.

- A. Company warrants that all Services will be performed in a workmanlike manner and in compliance with applicable laws and regulations.**
- B. Except as expressly stated in this Agreement, Company makes no warranty, express or implied, regarding the Services to be provided by Company, the Equipment, or the System(s), including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and Customer expressly waives all such warranties.**
- 13. BREACH BY COMPANY.** Customer expressly agrees that no action at law or in equity shall be maintained by Customer against Company for Company's alleged breach of this Agreement or violation of any federal or state law now in effect or enacted in the future with respect to any obligation or duty incurred under this Agreement by Company unless Customer notifies Company in writing at the address specified in this Agreement within ten (10) days from date of such alleged breach or violation, and provided Company does not remedy or correct the breach or violation within sixty (60) days from the receipt of such notice.
- 14. TIME LIMITATION.** All claims, actions or proceedings, legal or equitable, against Company must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or such claim, action or proceeding is barred, time being of the essence of this Section 14.
- 15. INDEMNIFICATION.** Customer assumes financial and legal responsibility for damage or injury (including without limitation death) to all persons, and property damage or loss of use thereof, caused by, resulting from, or arising out of any negligence caused by or contributed to by Customer, its agents, servants, or employees. Customer shall, at its cost, indemnify and, at Company's option, defend, Company, its officers, directors, employees, agents, and contractors (collectively, the "Company Indemnified Parties") from and against any claims, demands, causes of action, proceedings, assessments, damages, liabilities, settlements, judgments, fines, penalties, interest, costs, and expenses (including without limitation reasonable attorneys' fees, professionals' fees, and court costs), that any Company Indemnified Party may incur arising from or relating to: (a) Customer's breach of this Agreement; (b) any negligence or other tortious conduct by Customer or any of its agents, servants, or employees; and (c) any violation of any applicable law, rule, regulation, or order by Customer or any of its agents, employees, or servants. This Section 15 shall continue in effect notwithstanding any payment in full by Customer for the Services. Customer further understands that Company is relying upon this limitation in determining the cost of the Services.
- 16. WAIVER OF SUBROGATION.** Customer agrees to waive all rights of subrogation as allowed by governing insurance policies. Customer understands and agrees that Company does not assume risk or liability for loss due to fire or damages to the premises referred to herein, property or equipment, or personal injury due to either the operation or non-operation of the Equipment and/or System. Customer further understands that Company is relying upon this waiver in determining the cost of services provided to Customer.
- 17. REMEDIES CUMULATIVE.** The remedies provided in this Agreement in favor of Company upon a breach of this Agreement by Customer shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in Company's favor existing at law or in equity. Company may exercise all remedies, whether or not expressed, successively or concurrently, and any such action shall not operate to release Customer until the full amount of all sums due and to become due under this Agreement have been paid.
- 18. SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable or invalid such provision shall be modified to the extent necessary to eliminate such invalidity or unenforceability and any remaining unenforceability or invalidity shall have no effect on any of the other terms of the Agreement, which shall remain in full force and effect in accordance with its terms.
- 19. HAZARD TO PERSONNEL.**
Customer represents and warrants that, except as otherwise disclosed to Company in writing, in the areas where Company will perform Services there are no: (i) materials or substances classified as toxic or hazardous on or in the walls, floors, ceilings, or other structural members, or otherwise stored in the work area; (ii) situations requiring special precautions; (iii) equipment required by federal, state, or local health or safety regulations; or (iv) unsafe working conditions.
- 20. RECORDS.** The Company has a document destruction policy in effect for all of its customers which will lead to the destruction of this Agreement and any and all related materials, documents, plans or correspondence, in paper or electronic form (collectively, the "Records"). Notwithstanding the foregoing, Customer may, within twelve (12) months following the expiration or termination of this Agreement, provide written notice to the Company requesting the Company to send the Records to Customer at Customer's sole cost and expense. If Customer does not so request the Records from the Company within twelve (12) months following the expiration or termination of this Agreement, the Company shall have no further obligation to produce or maintain the Records.
- 21. MISCELLANEOUS**
- A. Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the parties regarding the subject matter of this Agreement and supersedes any prior or contemporaneous agreement, understanding, or order between the parties regarding the subject matter of this Agreement. Should the terms and conditions of any purchase order of Customer issued in connection with this Agreement conflict with or add to any provisions of this Agreement, such new terms or different terms are expressly rejected by Company unless otherwise stated in writing by an authorized representative of Company and shall be of no force or effect. No modification of this Agreement shall be binding unless made in writing and signed by both parties.
- B. Waiver.** No claim or right arising out of this Agreement may be discharged in whole or in part by a waiver of the claim or right unless the waiver is in writing and signed by the waiving party. The waiver or acceptance of any breach by either party of any provision of this Agreement shall not constitute a waiver of or excuse for non-performance as to any other provision of this Agreement, nor as to any prior or subsequent breach of the same provision.
- C. Governing Law.** This Agreement is made and entered into in the Commonwealth of Pennsylvania and shall be in all respects governed by and construed in accordance with the laws of the United States and the Commonwealth of Pennsylvania as if entirely performed in Pennsylvania and without regard to any conflict of law rules and without regard to any rules of construction or interpretation relating to which party drafted this Agreement. Nothing in this Agreement is intended to supersede, conflict with, or alter Company's rights and Customer's obligations under the Pennsylvania Contractor and Subcontractor Payment Act.
- D. Jurisdiction.** Customer consents to the exclusive jurisdiction and venue of the Montgomery County Court of Common Pleas of the Commonwealth of Pennsylvania or the United States District Court for the Eastern District of Pennsylvania with respect to the enforcement of this Agreement, the collection of any amounts due under this Agreement, or any disputes arising under this Agreement. Customer agrees that effective service of process may be made upon Customer by U.S. mail under the notice provision contained in Section 21.E.

- E. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to be sufficiently delivered if sent by: (i) hand delivery; (ii) nationally recognized overnight carrier; or (iii) first class mail, to Company at Keystone Fire Protection Co., 433 Industrial Drive, North Wales, PA 19454, Attn: President, and to Customer at the address stated on the first page of this Agreement. Such notice shall be effective on the earlier of actual receipt, refusal by the recipient, or three (3) days after sending. Any party may change the address to which communications are sent by delivering notice of such change to the other party in accordance with this Section 21.E
- F. **Assignment.** This Agreement may not be assigned by Customer, either directly or indirectly (including, without limitation, by merger or sale of capital stock or assets), without the prior written consent of Company, which consent may be withheld by Company, in its sole discretion. This Agreement shall inure to the benefit of and shall be binding upon Company's and Customer's respective successors and permitted assigns.
- G. **Waiver of Jury Trial. The parties expressly waive the right to a trial by jury in any action or proceeding brought relating to this Agreement. The parties prefer that such a dispute be determined by a judge.**
- H. **No Set-Off.** Customer has no right to set off against amounts due to Company, and in the event Customer exercises a set off it shall constitute a Default and entitle Company to all of its rights and remedies under this Agreement, including, without limitation, the right to recover interest and attorneys' fees.
- I. **Attorneys' Fees.** Customer shall pay Company's costs, attorneys' fees, and professionals' fees in the event of a dispute between Customer and Company regarding the interpretation or enforcement of this Agreement that results in litigation, in which Company is the prevailing party. Company's right to the foregoing shall not merge with but shall survive the entry of judgment, and shall extend to appeals and collection.
- J. **Commercial Transaction.** The parties acknowledge and agree that this Agreement is a commercial transaction and not for personal, family, or household use.
- K. **Compliance with Laws.** Customer shall comply with all applicable federal, state, and local laws, rules, and ordinances.
- L. **Survival.** All provisions of this Agreement that, by their terms, should survive termination or expiration of this Agreement shall survive such termination or expiration.

END OF SECTION

LIST OF ADDITIONAL SERVICE LOCATIONS:

LOC.			PRICE PER
NO.	LOCATION NAME	ADDRESS OF SERVICE LOCATION(S)	LOCATION
1	Bus/Waste Water	Bushkill Falls Road Bushkill, PA	\$0.00
2			\$0.00
3			\$0.00
4			\$0.00
5			\$0.00
6			\$0.00
7			\$0.00
8			\$0.00
9			\$0.00
10			\$0.00
11			\$0.00
12			\$0.00
13			\$0.00
14			\$0.00
15			\$0.00
16			\$0.00
17			\$0.00
18			\$0.00
19			\$0.00
20			\$0.00
21			\$0.00
22			\$0.00
23			\$0.00
24			\$0.00
25			\$0.00
26			\$0.00
27			\$0.00
28			\$0.00
29			\$0.00

LIST OF SYSTEM(S) TO BE SERVICED:

LOC. NO.	SYS. NO.	INSP. DUE	SYSTEM TYPE	AREA PROTECTED	DESCRIPTION OF SYSTEM
1	1		Fire Extinguishers	Building	(50) ABC INSPECTION DUE JULY 2017

EXHIBIT A: FIRE ALARM SYSTEM INSPECTION

Inspection Service:

1. TESTING FREQUENCY

We will schedule (1) visit(s) per year so that the entire system will be inspected (1) time(s) over the course of the year.

2. SCOPE OF WORK TO BE PERFORMED

Comprehensive **49-Point Inspection** of the fire alarm system, covering:

Pre-Inspection Condition Reporting

Control Panel Test and Inspection

Field Panel Test and Inspection

Peripheral Device Test and Inspection

Decibel (dB) testing of system audible devices, performed annually where required by law. ^{1,4}

Calibrated sensitivity testing of system smoke detectors, performed bi-annually and as otherwise required. ^{1,3}

Cleaning of system components where deemed necessary for proper operation. ¹

Annual replacement of wireless initiating device batteries.

3. INSPECTION REPORTING

Completed *Fire Alarm Inspection Report (FAIR)* for customer and authority having jurisdiction (AHJ).

Completed *Notification of Deficiency Report (NDR)* for all system deficiencies.

Printed location and condition reporting of all connected alarm and detection devices.

Completed Certification of Inspection documentation for authority having jurisdiction (AHJ).

¹ additional charges may apply depending upon service plan selected.

² currently required by the City of Philadelphia for annual certification.

³ required by code for annual certification.

4. IMPORTANT INFORMATION REGARDING YOUR INSPECTION - (PLEASE READ)

1. Customer must provide Company unfettered and timely access to all equipment to be tested. Return visit(s) to test equipment missed and/or not tested as a result of inaccessibility will result in an additional charge for labor at our contracted labor rate(s), as noted in our Service Inspection Agreement.
2. Determination of our inspection fee is predicated upon the quantity, type, and frequency of equipment to be inspected. Should it be determined that there is more [or less] equipment than originally stated at the time of our inspection, we reserve the right to adjust the inspection price accordingly.
3. Customer responsible for providing all specialty equipment at time of inspection, including but not limited to scissor lifts, scaffolding, high-reach equipment, etc. If any specialty equipment is to be provided by Company, additional charges will be added to the cost of the inspection.
4. Company cannot inspect and/or certify a system in an "off normal" condition. All existing trouble conditions (i.e., ground faults, open circuits, short circuits, etc.) must be repaired and restored prior to commencement of inspection. All repairs will be done on a time and materials basis and will be in addition to the cost of the inspection.
5. Unless otherwise specified, all audible devices will be tested at the time of the inspection during normal business hours (8:00 am to 4:30 pm, Monday through Friday except holidays). Off-hour testing, if required, will be performed under a special written agreement with the Customer, which will outline additional charges for premium time.
6. Customer responsible for calling central station monitoring service "in" or "out" of service prior to the start and following the completion of Company testing and inspection. Fines, penalties, and/or surcharges [charges] for unwanted or excessive alarm activations will be the sole responsibility of the Customer. Should Company be assessed penalties for work performed at a Customer's facility, these charges will be itemized and added to the Customer's invoice.
7. Customer is responsible for resetting/restoring ancillary functions after system testing, including but not limited to, recalled elevator cars, roll-up fire doors, door hold-open devices, dampers, air handlers, pressurization fans, etc.

EXHIBIT A: FIRE ALARM SYSTEM INSPECTION

4. IMPORTANT INFORMATION (Cont.)

8. Under *Parts Protection Plus* ^(TM), KFPCo agrees to repair or replace any malfunctioning control panel, field power supply, remote annunciator, graphic annunciator, digital communicator, and/or field peripheral device with a component of like kind and quality as the original, subject to the terms below. For the purposes of this agreement, "peripheral device" is defined to mean any alarm or detection device connected to a covered alarm, suppression, or pre-action control panel, including smoke detectors, heat detectors, duct smoke detectors, manual pull stations, addressable modules, bells, horns, strobes and field relays (excluding any ancillary device(s) or building systems connected to the relay, i.e., HVAC systems, smoke control systems, elevators, telephone lines, shunt-trips, contactors, etc.)

All parts replacement work is assumed to be performed at time of system inspection or, in the case of a customer-initiated trouble call, on the next available business day, during normal business hours (8:00 am to 4:30 pm, Monday through Friday except holidays). Parts replaced during emergency out-of-hours service calls are covered under this plan, however, emergency out-of-hours labor to replace covered parts will be charged in accordance with the contracted labor rate(s) and hourly minimum(s) in effect at that time. Third party labor charges, unless stipulated to elsewhere in this agreement, are not covered as a part of this program. These charges will be itemized and billed to the customer by KFPCO. Third-party labor charges include, but are not limited to, electricians, HVAC contractors, elevator repairmen, and technician charges associated with the repair or programming of proprietary fire alarm systems not supplied and installed by KFPCO.

Parts needing replacement due to obsolescence, misuse, abuse, theft, and/or Acts of God, are not covered under this program, and will be itemized and billed to the Customer at OEM suggested list price less any applicable contracted discount. This program does not cover the cost to troubleshoot or repair wiring-related issues, including but not limited to ground faults, short circuits, open circuits and intermittent trouble conditions. This plan may not be offered to all customers due to the age of the system, the make and model of the equipment, and the availability of OEM replacement components. This optional service will be billed at the commencement of the Service Agreement.

9. Company maintains general liability insurance in the amount of \$1,000,000.00 per occurrence with a general aggregate limit of \$2,000,000. Company maintains a \$2,000,000.00 umbrella and statutory limits for workman's compensation insurance. Should the Customer require insurance limits greater than the aforementioned, the cost for additional premium will be borne by the Customer.

EXHIBIT B: FIRE SUPPRESSION SYSTEM INSPECTION

Inspection Service:

1. TESTING FREQUENCY

We will schedule (2) visit(s) per year so that the entire system will be inspected (2) time(s) over the course of the year.

2. SCOPE OF WORK TO BE PERFORMED

Comprehensive **60-Point Inspection** of the clean agent fire suppression system, covering:

Pre-Inspection Condition Reporting

Installation Condition Reporting

Control Panel Test and Inspection

Field Device Test and Inspection

Calibrated sensitivity testing of system smoke detectors, performed bi-annually and as otherwise required. ^{1, 4}

Cleaning of system components where deemed necessary for proper operation. ¹

Verify Department of Transportation (DOT) compliance for all system cylinders.

3. INSPECTION REPORTING

Completed *Suppression System Inspection Report (SSIR)* for customer and authority having jurisdiction (AHJ).

Completed *Notification of Deficiency Report (NDR)* for all system deficiencies.

Printed location and condition reporting of all connected alarm and detection devices.

Record of system cylinder data (weight, pressure, hydrostatic test date, etc.)

Completed Certification of Inspection documentation for authority having jurisdiction (AHJ).

¹ additional charges may apply depending upon service plan selected.

⁴ required by code for annual certification.

4. IMPORTANT INFORMATION REGARDING YOUR INSPECTION - (PLEASE READ)

1. Customer must provide Company unfettered and timely access to all equipment to be tested. Return visit(s) to test equipment missed and/or not tested as a result of inaccessibility will result in an additional charge for labor at our contracted labor rate(s), as noted in our Service Inspection Agreement.
2. Determination of our inspection fee is predicated upon the quantity, type, and frequency of equipment to be inspected. Should it be determined that there is more [or less] equipment than originally stated at the time of our inspection, we reserve the right to adjust the inspection price accordingly.
3. Company cannot inspect and/or certify a system in an "off normal" condition. All existing trouble conditions (i.e., ground faults, open circuits, short circuits, etc.) must be repaired and restored prior to commencement of inspection. All repairs will be done on a time and materials basis and will be in addition to the cost of the inspection.
4. Unless otherwise specified, all system tie-ins (i.e., computer shutdown, HVAC shutdown, dampers, EPO switches, PLC interfaces, etc.) will be tested at the time of the inspection during normal business hours (8:00 am to 4:30 pm, Monday through Friday except holidays). Off-hour testing of shutdowns will be done under special agreement with the Customer for an additional charge.
5. Customer responsible for calling central station monitoring service "in" or "out" of service prior to the start and following the completion of Company testing and inspection. Fines, penalties, and/or surcharges [charges] for unwanted or excessive alarm activations will be the sole responsibility of the Customer. Should Company be assessed penalties for work performed at a Customer's facility, these charges will be itemized and added to the Customer's invoice.
6. Customer is responsible for the agent stored in system containers; the cost to replace any agent deemed to be missing due to leakage, tampering, accidental, consequential, or intentional discharge, electrical or mechanical failure of the system, fire, and/or any otherwise "unexplained" reasons, will be the sole responsibility of the Customer.
7. Customer is responsible for resetting/restoring ancillary functions after system testing, including but not limited to, recalled elevator cars, roll-up fire doors, door hold-open devices, dampers, air handlers, pressurization fans, etc.
8. Company maintains general liability insurance in the amount of \$1,000,000.00 per occurrence with a general aggregate limit of \$2,000,000. Company maintains a \$2,000,000.00 umbrella and statutory limits for workman's compensation insurance. Should the Customer require insurance limits greater than the aforementioned, the cost for additional premium will be borne by the Customer.

EXHIBIT C: PRE ENGINEERED SYSTEM INSPECTIONS

Inspection Service:

1. TESTING FREQUENCY

We will schedule (2) visit(s) per year so that the entire system will be inspected (2) times over the course of the year.

2. SCOPE OF WORK TO BE PERFORMED

Comprehensive **60-Point Inspection** of the wet chemical and **60-Point Inspection** of the dry chemical fire suppression systems, covering:

Pre-Inspection Condition Reporting

Maintenance and inspection of system components.

Review of installation conditions.

Test of ancillary system interfaces such as fuel shut-offs, electrical disconnects, alarm system tie-ins, etc.

Verify Department of Transportation (DOT) compliance for all system cylinders.

3. INSPECTION REPORTING

Record of system cylinder data (weight, pressure, hydrostatic test date, 6-year maintenance, etc.)

Completed *Restaurant Inspection Report (RIR)* for kitchen customers and authority having jurisdiction (AHJ).

Completed *Suppression System Inspection Report (SSIR)* for industrial dry chemical customers and AHJ.

Completed *Notification of Deficiency Report (NDR)* for all noted system deficiencies.

Completed Certification of Inspection documentation for authority having jurisdiction (AHJ).

4. IMPORTANT INFORMATION REGARDING YOUR INSPECTION - (PLEASE READ)

1. Customer must provide Company unfettered and timely access to all equipment to be tested. Return visit(s) to test equipment missed and/or not tested as a result of inaccessibility will result in an additional charge for labor at our contracted labor rate(s), as noted in our Service Inspection Agreement
2. Determination of our inspection fee is predicated upon the quantity, type, and frequency of equipment to be inspected. Should it be determined that there is more [or less] equipment than originally stated at the time of our inspection, we reserve the right to adjust the inspection price accordingly.
3. Company cannot inspect and/or certify a system in an "off normal" condition. All existing deficiencies must be repaired and restored prior to commencement of inspection. All repairs will be done on a time and materials basis and will be in addition to the cost of the inspection.
4. Unless otherwise specified, all wet and dry chemical fire suppression systems will be tested during normal business hours (8:00 am to 4:30 pm, Monday through Friday except holidays). Off-hour testing, if required, will be performed under a special written agreement with the customer, which will outline additional charges for premium time.
5. Restaurant fire suppression systems are frequently equipped with one or more "fusible link" heat detectors. Fusible links are designed to melt and separate at a predetermined temperature, thereby releasing the fire system. These devices are frequently exposed to conditions which can effect their ability to respond, such as grease, caustic cleaners, paint, and high heat. For this reason and in accordance with your equipment manufacturer's recommendations, Company will replace fusible links semi-annually during our inspection service.
6. Many fire suppression systems are interconnected to building fire alarms and alarm monitoring services. Customer is responsible for notifying building occupants of testing and for calling central station monitoring service "in" or "out" of service prior to the start and following the completion of Company testing and inspection. Fines, penalties, and/or surcharges [charges] for unwanted or excessive alarm activations will be the sole responsibility of the Customer. Should Company be assessed penalties for work performed at a Customer's facility, these charges will be itemized and added to the Customer's invoice.
7. Customer is responsible for resetting/restoring ancillary functions after system testing, including but not limited to, relighting pilot lights, gas valves, shunt-trip breakers, etc. Should Company be required to return to restore these services, additional charges will be added to the cost of the inspection.
8. Customer cannot be cooking during our inspection of the suppression system. Appliances must be cool to the touch and free from obstructions. If the technician deems the equipment unsafe to work on [or over] at the time of our prearranged appointment, the inspection will be rescheduled and the Customer will be charged for a service visit at our contracted labor rates in effect at that time.

EXHIBIT C: PRE ENGINEERED SYSTEM INSPECTIONS

4. IMPORTANT INFORMATION (Cont.)

9. Gas and electric shutdown(s) must be tested and shown to operate properly in order for the Company to certify the fire suppression system.
10. Wet and dry chemical fire suppression systems are activated by the presence of fire and excessive heat. In light of this fact, the Customer understands and acknowledges that there will be damage related to fire and smoke prior to the activation of the system, and further acknowledges that there will be extinguishing agent-related damage following the activation of the system. Customer agrees to waive all rights of subrogation as allowed by governing insurance policies. Customer understands and agrees that Company does not assume risk or liability for loss due to fire or damages to the premises referred to herein, property or equipment, or personal injury due to either the operation or non-operation of the fire suppression equipment. Customer further understands that the Company is relying upon this waiver in determining the cost of services provided to you.
11. Over the years, commercial cooking methods have changed to accommodate the preferences of consumers and the needs of commercial cooking operators. As a result of these changes, the fire suppression equipment protecting your cooking operations may not supply adequate protection from fire, even though the equipment when initially installed may have complied with the then applicable fire code standards.

Underwriters Laboratories (UL) implemented a new fire testing standard, UL 300 – *Fire Testing of Fire Extinguishing Systems for Protection of Restaurant Cooking Areas*, to assure that fire suppression systems manufactured after November 21, 1994 are designed to adequately protect “modern” commercial cooking operations. Dry chemical and certain wet chemical agents were found to be ineffective extinguishing fires in high-efficiency appliances where vegetable [non-animal fat] -based cooking oils were used.

Company recognizes the liability involved in continuing to service non-UL 300 wet and dry chemical-based kitchen suppression systems. As a recognized leader in the fire protection industry, we have adopted a position to discontinue service, recharge, and repair of all dry chemical kitchen systems after 12/31/02 and all non-UL 300 wet chemical systems after 7/1/05. If you presently have a dry chemical or non-UL 300-listed wet system installed at your facility, we will not inspect it as a part of this inspection agreement. As the Customer or Customer's agent, you assume all liability and risk of loss due to failure of said system to extinguish a fire. At your request, we will provide a proposal under separate cover to modify or replace extinguishing system(s) and/or system component(s) to meet the UL 300 standard.
12. Inspection is limited to the functional operation of the fire suppression system ONLY. No inspection will be conducted or representations made regarding the condition, function or suitability of other equipment, including but not limited to cooking appliances, exhaust hoods, fans, and connected ductwork.
13. The responsibility for inspection, maintenance, and cleanliness of the ventilation control and fire protection of the commercial cooking operations is the responsibility of the owner of the System. Company does not accept any transfer of responsibility for the maintenance and cleanliness of the ventilation control and fire protection of this commercial cooking operation (including, but not limited to, the Customer's responsibility to be aware of the services required and to schedule that work in a timely manner).
14. Company maintains general liability insurance in the amount of \$1,000,000.00 per occurrence with a general aggregate limit of \$2,000,000. Company maintains a \$2,000,000.00 umbrella and statutory limits for workman's compensation insurance. Should the Customer require insurance limits greater than the aforementioned, the cost for additional premium will be borne by the Customer.

EXHIBIT D: EXTINGUISHER, E-LIGHT & HOSE INSPECTIONS

Inspection Service:

1. TESTING FREQUENCY

We will schedule (1) visit(s) per year so that the entire system will be inspected (1) times over the course of the year.

2. SCOPE OF WORK TO BE PERFORMED

Portable Fire Extinguishers

Annual maintenance of hand portable and wheeled fire extinguishers as proscribed by the National Fire Protection Association (N.F.P.A.) Pamphlet 10 - "Hand Portable Fire Extinguishers", current edition.

Record all relevant equipment data including size, weight, type, brand, date of manufacture, internal inspection and hydrostatic testing dates.

Tagging and resealing of all inspected units.

Emergency Lighting

Annual maintenance of emergency and exit lighting in accordance with OSHA 1910.36 Paragraph (d) (2) "Maintenance".

Annual maintenance and testing in accordance with NFPA 101 - "Life Safety Code", Paragraph 7.9.3 "Equipment Maintenance and Testing".

All units checked for physical damage to exterior.

Battery terminals cleaned, tightened and greased as required; battery water level checked and refilled if required.

Float voltage measured with DC voltmeter and recorded as required. Voltage readings compared to charger OEM specifications.

Battery load tested using a battery load analyzer. "Pass/Fail" information recorded on inspection report.

Clean unit and lens as needed; adjust beam for proper alignment.

Tagging and resealing of all inspected units.

Fire Hose

Annual service of fire hoses, nozzles, and couplings as proscribed by the National Fire Protection Association (N.F.P.A.) Pamphlet 1962 - Standard for the Care, Use, and Service Testing of Fire Hose, Current Ed.

Record all relevant equipment data including size, weight, type, brand, date of manufacture, internal inspection and hydrostatic testing dates.

Annual unranking and re-ranking of in-service hose.

3. INSPECTION REPORTING

Printed location reporting of all hand portable fire extinguishers throughout your facility.

Completed field work order, detailing work performed at your site with all replacement parts itemized.

Completed Certification of Inspection documentation for authority having jurisdiction (AHJ).

Completed *Notification of Deficiency Report (NDR)* for all noted system deficiencies.

4. IMPORTANT INFORMATION REGARDING YOUR INSPECTION - (PLEASE READ)

1. Customer must provide Company unfettered and timely access to all equipment to be tested. Return visit(s) to test equipment missed and/or not tested as a result of inaccessibility will result in an additional charge for labor at our contracted labor rate(s), as noted in our Service Inspection Agreement.
2. Determination of our inspection fee is predicated upon the quantity, type, and frequency of equipment to be inspected. Should it be determined that there is more [or less] equipment than originally stated at the time of our inspection, we reserve the right to adjust the inspection price accordingly.
3. All repair parts and recharge chemicals, unless otherwise noted herein, will be itemized and added to the cost of the inspection.
4. The cost to perform recharges, hydrostatic testing, hose continuity testing, and internal cylinder inspections, unless otherwise noted herein, will be itemized and added to the cost of the inspection.

EXHIBIT D: EXTINGUISHERS E-LIGHT & HOSE INSPECTIONS

4. IMPORTANT INFORMATION (Cont.)

5. Extinguishers which are deemed to be obsolete and/or unsafe to return to duty will be condemned by Company. Cost to replace condemned unit(s) will be presented for Customer's approval.
6. If Customer elects to purchase replacement extinguisher(s) at the time of the inspection, Company will inspect, tag and mount the new unit(s) at no additional charge. Extinguisher(s) purchased other than at the time of inspection will be subject to all reinspection, mounting and site visit charges over and above the cost of the new equipment.
7. Specialized asset-tracking labels such as bar codes and Brady markers are not included in the cost of annual maintenance. If required by the Customer, they will be itemized and added to the cost of the inspection fee.
8. N.F.P.A. Pamphlet 10 - Standard for Portable Fire Extinguishers, 2006 Edition requires that all dry chemical fire extinguishers manufactured prior to 1984 be removed from service at the next 6-year maintenance interval or hydrostatic test interval, whichever comes first. Company will identify and itemize these units at the time of inspection, but will not re-certify them for continued use. Replacement units will be provided in accordance with Items 5. and 6., above.
9. Company maintains general liability insurance in the amount of \$1,000,000.00 per occurrence with a general aggregate limit of \$2,000,000. Company maintains a \$2,000,000.00 umbrella and statutory limits for workman's compensation insurance. Should the Customer require insurance limits greater than the aforementioned, the cost for additional premium will be borne by the Customer.

EXHIBIT E: SPRINKLER SYSTEM INSPECTION

Inspection Service:

1. TESTING FREQUENCY

Sprinkler systems are frequently composed of sub-systems which are serviced and maintained on different intervals.

Company will perform testing on the following sub-systems at the indicated frequencies each year:

<u>Inspection Service</u>	<u>Frequency</u>
Wet Pipe Sprinkler System Inspection	Annually
Dry Pipe Sprinkler System Inspection	N/A
Dry System Valve Trip Test (Full Flow Trip Test) *	N/A
Waterflow Devices & Tamper Switches	Annually
Standpipe Systems	Annually
Backflow Prevention Devices	N/A
Domestic Backflow Prevention Devices	N/A
Fire Pump Testing	N/A
Fire Pump Churn Testing	N/A
Hydrants	N/A

* first year and every 3 years thereafter; partial trip in years 2 and 3.

2. SCOPE OF WORK TO BE PERFORMED

Comprehensive **54-Point Inspection** of the sprinkler system(s), covering:

- Owner's Section Reporting
- Inspector's General Reporting
- Control Valve Inspection and Reporting
- Water Supply Reporting

And where applicable:

- Inspection of Tanks, Pumps, & Fire Department Connections
- Inspection of Wet Sprinkler System(s)
- Inspection of Dry Sprinkler System(s)
- Inspection of Specialty Sprinkler System(s) - PreAction and Deluge Systems
- Test and Inspection of all connected alarm devices
- Inspection and reporting on all visible and accessible sprinkler heads.

Testing of system audible devices, performed as required by code.

Testing of supervisory devices, performed as required by code.

3. INSPECTION REPORTING

Completed *Automatic Sprinkler Inspection Report (ASIR)* for customer and authority having jurisdiction (AHJ).

Completed *Notification of Deficiency Report (NDR)* for all noted system deficiencies.

Completed Certification of Inspection documentation for authority having jurisdiction (AHJ).

4. IMPORTANT INFORMATION REGARDING YOUR INSPECTION - (PLEASE READ)

1. Customer must provide Company unfettered and timely access to all equipment to be tested. Return visit(s) to test equipment missed and/or not tested as a result of inaccessibility will result in an additional charge for labor at our contracted labor rate(s), as noted in our Service Inspection Agreement.
2. Determination of our inspection fee is predicated upon the quantity, type, and frequency of equipment to be inspected. Should it be determined that there is more [or less] equipment than originally stated at the time of our inspection, we reserve the right to adjust the inspection price accordingly.
3. Customer responsible for providing all specialty equipment at time of inspection, including but not limited to scissor lifts, scaffolding, high-reach equipment, etc. If any specialty equipment is to be provided by Company, additional charges will be added to the cost of the inspection.
4. Company cannot inspect and/or certify a system in an "off normal" condition. All existing deficiencies must be repaired and restored prior to commencement of inspection. All repairs will be done on a time and materials basis and will be in addition to the cost of the inspection.

EXHIBIT E: SPRINKLER SYSTEM INSPECTION

4. IMPORTANT INFORMATION (Cont.)

5. Unless otherwise specified, all sprinkler devices will be tested at the time of the inspection during normal business hours (8:00 am to 4:30 pm, Monday through Friday except holidays). Off-hour testing, if required, will be performed under a special written agreement with the customer, which will outline additional charges for premium time.
6. Customer responsible for calling central station monitoring service "in" or "out" of service prior to the start and following the completion of Company testing and inspection. Fines, penalties, and/or surcharges [charges] for unwanted or excessive alarm activations will be the sole responsibility of the Customer. Should Company be assessed penalties for work performed at a Customer's facility, these charges will be itemized and added to the Customer's invoice.
7. Fire pump testing and dry system flow testing will be scheduled and conducted at times of the year when discharged water cannot pose a risk to Customer from freezing. If Company is required by Customer or other authority to conduct testing during winter months, Customer assumes all risk of liability due to injuries and or property damage resulting from sprinkler system discharge in freezing temperatures.
8. Back flow prevention devices which are located below grade or in pits must be free of standing water prior to performing testing. Customer is responsible for the Company's cost for material and labor to evacuate water from test area.
9. Company is not be responsible for pipe failure during hydrostatic testing of system piping, including, but not limited to, the cost to repair the sprinkler system and any damage to the Customer's facility, process and or property, caused by such pipe failure.
10. Where sprinkler systems protect highly sensitive or electrically energized equipment, Company will perform a partial flow test only. A full flow test will only be performed if authorized by the Customer. Customer assumes all liability for damage due to leaks, water flow, process interruption, or any other incidental or consequential damages.
11. Company wishes to inform Customer that in the past few years, the sprinkler industry has become increasingly aware of incidents in which microbiologically influenced corrosion, or MIC, has accelerated corrosion in the metallic piping of sprinkler systems, leading to leaks, blocks, and sometimes failure. Most metallic piping systems are subject to various forms of corrosion, and fire sprinkler piping is no exception. MIC is a unique form of corrosion that can destroy piping in a few years by corroding the pipe wall, creating pinhole leaks, and causing corrosion products to become attached to the piping's internal walls. As its name implies, MIC is caused by several different types of microorganisms that live on nutrients in the water and react with the products of other microorganism reactions and with piping material. These microorganisms, which are classified by the reactions and products on which they live, can be aerobic, requiring the presence of oxygen, or anaerobic, which don't require oxygen.

The microorganisms initially introduced into the fire sprinkler piping system through the water supply are aerobic and develop communities that live off the oxygen in the water or air in a dry-pipe system. Once local communities develop, anaerobic organisms continue to grow in the stagnant water without oxygen. Periodic system testing [and activations of the system] introduces oxygen into the water, rejuvenating the oxygen-dependent MIC organisms. Each time water is introduced into the system, the amount of MIC microorganisms and nutrients increase, as well. Therefore, Customer acknowledges that it is solely responsibility to test for the presence of MIC. Customer assumes all risk of loss and/or damage, direct or consequential, arising from microbiologically influenced corrosion in the sprinkler system; Company shall not be responsible for damage to or failure of sprinkler system from MIC.
12. Sprinkler systems are activated by the presence of fire and excessive heat. In light of this fact, the Customer understands and acknowledges that there will be damage related to fire and smoke prior to the activation of the system, and further acknowledges that there will be water-related damage following the activation of the sprinkler system. Customer agrees to waive all rights of subrogation as allowed by governing insurance policies. Customer acknowledges that Company does not assume risk or liability for loss due to fire or damages to the premises referred to herein, property or equipment, or personal injury due to either the operation or non-operation of the fire suppression equipment. Customer further understands that the Company is relying upon this waiver in determining the cost of services provided to you.
13. Company is performing an inspection and/or functional test of the system. Company is not performing a design review or an engineering analysis of the Customer's system, which might otherwise include information on the quality of the water supply, the required number and/or placement of sprinkler heads, any design or installation deficiencies, and the sufficiency of the water supply. Comments contained in inspection reports or work orders, regarding the design of the system, are for informational purposes only and shall not be deemed to constitute a design analysis or an engineering review. Any comments are made strictly as courtesy to the customer. At the request of the Customer, a complete system evaluation will be performed under separate agreement for an additional cost.
14. Freeze breaks are frequently caused by poor or missing insulation in non-conditioned spaces, improper pitching of pipe at the time of installation which prevents complete draining of water from the system, failure of Customer to service low-point drains, and/or failure of Customer to maintain adequate heat in areas where water is present in the sprinkler system. While Company will endeavor to repair freeze breaks as quickly as possible to restore system to working condition, Customer acknowledges that Company assumes no risk or liability for loss due to damage caused by broken and/or frozen sprinkler piping. Customer further understands that the Company is relying upon this waiver in determining the cost of services provided to you.
15. Company maintains general liability insurance in the amount of \$1,000,000.00 per occurrence with a general aggregate limit of \$2,000,000. Company maintains a \$2,000,000.00 umbrella and statutory limits for workman's compensation insurance. Should the Customer require insurance limits greater than the aforementioned, the cost for additional premium will be borne by the Customer.

EXHIBIT F: PREACTION & DELUGE SYSTEM INSPECTIONS

Inspection Service:

1. TESTING FREQUENCY

We will schedule (1) visit(s) per year so that the entire system will be inspected (1) times over the course of the year.

2. SCOPE OF WORK TO BE PERFORMED

Detection and Control System

Comprehensive **49-Point Inspection** of the automatic detection and control system, covering:

- Pre-Inspection Condition Reporting
- Installation Condition Reporting
- Control Panel Test and Inspection
- Field Device Test and Inspection

Calibrated sensitivity testing of system smoke detectors, performed bi-annually and as otherwise required. ^{1,2}

Cleaning of system components where deemed necessary for proper operation. ¹

¹ additional charges may apply depending upon service plan selected.

² required by code for annual certification.

Sprinkler System

Comprehensive **54-Point Inspection** of the sprinkler system(s), covering:

- Owner's Section Reporting
- Inspector's General Reporting
- Control Valve Inspection and Reporting
- Water Supply Reporting

And where applicable:

Inspection of Specialty Sprinkler System(s) - PreAction and Deluge Systems

Test and Inspection of all connected alarm devices

Inspection and reporting on all visible and accessible sprinkler heads.

Testing of supervisory devices, performed quarterly as required by code.

3. INSPECTION REPORTING

Completed *Fire Alarm Inspection Report (FAIR)* for customer and authority having jurisdiction (AHJ).

Printed location and condition reporting of all connected alarm and detection devices.

Completed *Automatic Sprinkler Inspection Report (ASIR)* for customer and authority having jurisdiction (AHJ).

Completed *Notification of Deficiency Report (NDR)* for all system deficiencies.

Completed Certification of Inspection documentation for authority having jurisdiction (AHJ).

4. IMPORTANT INFORMATION REGARDING YOUR INSPECTION - (PLEASE READ)

1. Customer must provide Company unfettered and timely access to all equipment to be tested. Return visit(s) to test equipment missed and/or not tested as a result of inaccessibility will result in an additional charge for labor at our contracted labor rate(s), as noted in our Service Inspection Agreement
2. Determination of our inspection fee is predicated upon the quantity, type, and frequency of equipment to be inspected. Should it be determined that there is more [or less] equipment than originally stated at the time of our inspection, we reserve the right to adjust the inspection price accordingly.
3. Customer responsible for providing all specialty equipment at time of inspection, including but not limited to scissor lifts, scaffolding, high-reach equipment, etc. If any specialty equipment is to be provided by Company, additional charges will be added to the cost of the inspection.
4. Company cannot inspect and/or certify a system in an "off normal" condition. All existing deficiencies must be repaired and restored prior to commencement of inspection. All repairs will be done on a time and materials basis and will be in addition to the cost of the inspection.

EXHIBIT F: PREACTION & DELUGE SYSTEM INSPECTIONS

4. IMPORTANT INFORMATION (Cont.)

5. Unless otherwise specified, all sprinkler devices will be tested at the time of the inspection during normal business hours (8:00 am to 4:30 pm, Monday through Friday except holidays). Off-hour testing, if required, will be performed under a special written agreement with the customer, which will outline additional charges for premium time.
6. Customer responsible for calling central station monitoring service "in" or "out" of service prior to the start and following the completion of Company testing and inspection. Fines, penalties, and/or surcharges [charges] for unwanted or excessive alarm activations will be the sole responsibility of the Customer. Should Company be assessed penalties for work performed at a Customer's facility, these charges will be itemized and added to the Customer's invoice.
7. Fire pump testing and dry system flow testing will be scheduled and conducted at times of the year when discharged water cannot pose a risk to Customer from freezing. If Company is required by Customer or other authority to conduct testing during winter months, Customer assumes all risk of liability due to injuries and or property damage resulting from sprinkler system discharge in freezing temperatures.
8. Back flow prevention devices which are located below grade or in pits must be free of standing water prior to performing testing. Customer is responsible for the Company's cost for material and labor to evacuate water from test area.
9. Company is not be responsible for pipe failure during hydrostatic testing of system piping, including, but not limited to, the cost to repair the sprinkler system and any damage to the Customer's facility, process and or property, caused by such pipe failure.
10. Where sprinkler systems protect highly sensitive or electrically energized equipment, Company will perform a partial flow test only. A full flow test will only be performed if authorized by the Customer. Customer assumes all liability for damage due to leaks, water flow, process interruption, or any other incidental or consequential damages.
11. Company wishes to inform Customer that in the past few years, the sprinkler industry has become increasingly aware of incidents in which microbiologically influenced corrosion, or MIC, has accelerated corrosion in the metallic piping of sprinkler systems, leading to leaks, blocks, and sometimes failure. Most metallic piping systems are subject to various forms of corrosion, and fire sprinkler piping is no exception. MIC is a unique form of corrosion that can destroy piping in a few years by corroding the pipe wall, creating pinhole leaks, and causing corrosion products to become attached to the piping's internal walls. As its name implies, MIC is caused by several different types of microorganisms that live on nutrients in the water and react with the products of other microorganism reactions and with piping material. These microorganisms, which are classified by the reactions and products on which they live, can be aerobic, requiring the presence of oxygen, or anaerobic, which don't require oxygen.

The microorganisms initially introduced into the fire sprinkler piping system through the water supply are aerobic and develop communities that live off the oxygen in the water or air in a dry-pipe system. Once local communities develop, anaerobic organisms continue to grow in the stagnant water without oxygen. Periodic system testing [and activations of the system] introduces oxygen into the water, rejuvenating the oxygen-dependent MIC organisms. Each time water is introduced into the system, the amount of MIC microorganisms and nutrients increase, as well. Therefore, Customer acknowledges that it is solely responsibility to test for the presence of MIC. Customer assumes all risk of loss and/or damage, direct or consequential, arising from microbiologically influenced corrosion in the sprinkler system; Company shall not be responsible for damage to or failure of sprinkler system from MIC.
12. Sprinkler systems are activated by the presence of fire and excessive heat. In light of this fact, the Customer understands and acknowledges that there will be damage related to fire and smoke prior to the activation of the system, and further acknowledges that there will be water-related damage following the activation of the sprinkler system. Customer agrees to waive all rights of subrogation as allowed by governing insurance policies. Customer acknowledges that Company does not assume risk or liability for loss due to fire or damages to the premises referred to herein, property or equipment, or personal injury due to either the operation or non-operation of the fire suppression equipment. Customer further understands that the Company is relying upon this waiver in determining the cost of services provided to you.
13. Company is performing an inspection and/or functional test of the system. Company is not performing a design review or an engineering analysis of the Customer's system, which might otherwise include information on the quality of the water supply, the required number and/or placement of sprinkler heads, any design or installation deficiencies, and the sufficiency of the water supply. Comments contained in inspection reports or work orders, regarding the design of the system, are for informational purposes only and shall not be deemed to constitute a design analysis or an engineering review. Any comments are made strictly as courtesy to the customer. At the request of the Customer, a complete system evaluation will be performed under separate agreement for an additional cost.
14. Company maintains general liability insurance in the amount of \$1,000,000.00 per occurrence with a general aggregate limit of \$2,000,000. Company maintains a \$2,000,000.00 umbrella and statutory limits for workman's compensation insurance. Should the Customer require insurance limits greater than the aforementioned, the cost for additional premium will be borne by the Customer.

EXHIBIT L: FIRE DAMPER INSPECTIONS

Inspection Service:

1. TESTING FREQUENCY

We will schedule (1) visit(s) per year so that all dampers will be inspected every (4) year(s).

2. SCOPE OF WORK TO BE PERFORMED

Comprehensive Inspection of automatic fire and smoke dampers, including:

Damper Type and Orientation Reporting

Damper Installation Condition Reporting

Operational Test and Function Reporting

Cleaning of system components where deemed necessary for proper operation. ¹

3. INSPECTION REPORTING

Completed *Automatic Damper Inspection Report (ADIR)* for customer and authority having jurisdiction (AHJ).

Completed *Notification of Deficiency Report (NDR)* for all noted deficiencies.

Printed location and condition reporting of all tested dampers.

Corrective action reporting for all deficiencies.

Completed Certification of Inspection documentation for authority having jurisdiction (AHJ).

¹ additional charges may apply depending upon service plan selected.

4. SPECIAL PROVISIONS

1. Customer must provide Company free and timely access to all equipment to be tested. Return visit(s) to test equipment missed and/or not tested as a result of inaccessibility will result in an additional charge for labor at our contracted labor rates and minimum charges.
2. Determination of our inspection fee is predicated upon the quantity, type, and frequency of equipment to be inspected. Should it be determined that there is more [or less] equipment than originally stated, the inspection price will be adjusted upward [or downward] accordingly.
3. Determination of our inspection fee is predicated upon Customer supplying Company with detailed plans showing the location(s) of all dampers to be inspected. Any dampers that are not located where shown on the plans or which cannot be located will be noted on the report. Return visit(s) to test equipment not tested as a result of inaccurate plans will result in an additional charge for labor at our contracted labor rate(s), as noted in our Service Inspection Agreement.
4. Customer responsible for providing all specialty equipment at time of inspection, including but not limited to scissor lifts, scaffolding, high-reach equipment, etc. If any specialty equipment is to be provided by Company, additional charges will be added to the cost of the inspection.
5. All repair parts, unless otherwise noted herein, will be itemized and added to the cost of the inspection fee.
6. Dampers installed in such a way as to be inaccessible from the floor by ladder, not provided with an access panel, and/or blocked by structural members or building systems will be noted as such but not inspected.



EXHIBIT M: CENTRAL STATION MONITORING SERVICE

Standard Monitoring Service:

1. SCOPE OF SERVICES TO BE PROVIDED

Central station monitoring service for twelve (12) months. *

Automatic Test Signal(s) programmed to be sent by subscriber's digital communicator to verify integrity of incoming phone line(s).

Alarm Verification by Central Station

Notification to the authorities and one (1) party from those listed in the Subscriber's data file, following activation.

Notification to Company by the Central Station, following an activation at Subscriber's facility.

Elevator alarms - voice message monitoring of elevator cars. **

* *monitoring may not coincide with anniversary dates of Service Agreement for other covered fire systems & equipment.*

** *subscriber's equipment must be equipped with this feature to utilize this service.*

2. RESPONSIBILITIES & SUBSCRIBER ACKNOWLEDGEMENTS

KEYSTONE'S RESPONSIBILITIES TO THE SUBSCRIBER:

1. To notify Subscriber of off-normal conditions originating from the communicator which may require service or repair.
2. To obtain authorization from Subscriber to repair malfunctioning communication equipment.
3. To notify Subscriber of automatic annual renewal of monitoring agreement, including any changes in subscriber fees.
4. To clearly notify Subscriber (with written notice) of termination of monitoring service.
5. To notify Subscriber's authority having jurisdiction (AHJ) of termination or cancellation of monitoring service.

SUBSCRIBER'S RESPONSIBILITIES:

1. Subscriber agrees to pay Company the annual fee for Central Station monitoring, pursuant to the payment terms of this agreement.
2. Subscriber agrees to pay Company any extra fees resulting from excessive chargeable signals, at the current rate of \$.30 per signal.
3. Subscriber agrees to allow Company to service and repair malfunctioning system on a Time and Materials basis, at the contracted labor rate listed herein.
4. If Company is not the service provider of record for the monitored alarm system, Subscriber agrees to have timely repairs made to malfunctioning alarm system, to avoid excessive signal charges.
5. Subscriber is responsible for providing two (2) dedicated communication channels (i.e., telephone, cellular, internet or other approved technology) as for communicating with the Central Station, and is responsible for maintaining said channels in proper working order at all times.
6. Subscriber agrees to notify Company in writing of its intent to cancel monitoring service, and further agrees to allow Company access to the equipment to deprogram the communicator from the Central Station.

SUBSCRIBER ACKNOWLEDGEMENTS:

1. Subscriber acknowledges and hereby agrees that he is responsible for calling central station monitoring service "in" or "out" of service prior to the start and following the completion of Company testing and inspection. Fines, penalties, and/or surcharges [charges] for unwanted or excessive alarm activations will be the sole responsibility of the Subscriber. Should Company be assessed charges for work performed at a Customer's facility, these charges will be itemized and billed to the Subscriber directly.
2. Subscriber acknowledges and hereby agrees that should he refuse to repair a malfunctioning system which is being monitored by Company, within 10 days, Company reserves the right to terminate this monitoring agreement due to "Subscriber neglect". All excessive signal charges will be itemized and billed to the Subscriber.
3. Subscriber acknowledges and hereby agrees that should he wish to cancel his monitoring agreement within 120 days of initial setup or annual renewal anniversary date, he shall be entitled to a 50% partial credit against the cost of annual monitoring service. After 120 days, no credit will be issued. Furthermore, no credit will be issued toward the cost of initial setup (digital communicator installation, programming, etc.).
4. Subscriber acknowledges and hereby agrees that he has read and fully understands the "Subscriber Monitoring Terms and Conditions"

3. SUBSCRIBER MONITORING AGREEMENT TERMS & CONDITIONS

1. WHEREAS the undersigned representative of the Customer, hereinafter called SUBSCRIBER, has heretofore entered an agreement with Keystone Fire Protection Co., hereinafter called Company, and has entered into an agreement with EMERgency Twenty Four, Inc. or its assigns, hereinafter called E-24, the terms of which provide for Monitoring of Incoming Signal from SUBSCRIBER's local protective system located at above stated address and E-24's monitoring receiving facility.

EXHIBIT M: CENTRAL STATION MONITORING SERVICE**SUBSCRIBER MONITORING AGREEMENT TERMS & CONDITIONS (Cont.)**

2. IT IS THEREFORE AGREED for in consideration of such agreement that:
3. The SUBSCRIBER will set the alarm system for protection required.
4. The local protective system at SUBSCRIBER'S premises is not the property of the Central Station Provider (hereinafter referred to as "E-24") and said system is to be kept in working order by SUBSCRIBER. E-24 cannot be responsible at any time for its working condition or any failure of same and therefore the sole duty of E-24 is to maintain in working order its Monitoring Receiving Facility. E-24 upon receipt of a signal from a SUBSCRIBER'S premises, shall make every reasonable effort to transmit notification of the alarm promptly to the police, fire or other authorities and/or person or persons whose names and telephone numbers are set forth on the SUBSCRIBER MONITORING AGREEMENT and/or data changes received by E-24 from SUBSCRIBER'S ALARM COMPANY (hereinafter referred to as "Company") or SUBSCRIBER, from time to time, unless there is just cause to assume that an emergency condition does not exist.
5. SUBSCRIBER will pay any village or municipal permits or license fees as may be required.
6. SUBSCRIBER agrees to pay any false alarm assessments, taxes, fees or charges relating to the installation or services provided under this agreement which are authorized or imposed by any governmental body or other organization to whose facilities the service is connected.
7. That this agreement may be cancelled by E-24 at any time, upon a ten (10) day written notice, if false alarms continue to occur.
8. That this agreement may be canceled without previous notice, at the option of E-24, in the event E-24 Monitoring Receiving Facility, connection wires or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or from lack of signal wire facilities beyond the control of E-24, and may likewise be canceled at the option of SUBSCRIBER in the event that the local premises supervised are so damaged or destroyed.
9. Should there arise a conflict of terms or conditions between this agreement and a purchase order it is agreed that this contract shall be supreme and binding.
10. This agreement shall continue for as long as Company contracts with E-24 for the performance of monitoring duties for the SUBSCRIBER. In the event that Company notifies E-24 of its termination of service for the performance of monitoring duties for the SUBSCRIBER for any reason or in the event that Company fails or refuses to make payment for services furnished or to be furnished to the SUBSCRIBER, E-24 will give the SUBSCRIBER at least 15 days notice of termination of such services to the SUBSCRIBER and, upon giving such notice, this agreement and all of E-24's responsibilities hereunder shall come to an end as if the date fixed in such notice was the term fixed in the agreement between E-24 and Company and neither party hereto shall have any claim against the other.
11. E-24 shall not be liable for any loss or damage caused by defects or deficiencies in the electro-protective equipment nor shall E-24 incur any liability for any delay in response time or non-response of police, fire or other authorities, institutions or individuals notified by E-24.
12. E-24 shall not be obligated to perform any monitoring service hereunder during any time when telephone or telephone equipment shall not be working since signals to E-24 are received solely by means of telephone communication.
13. E-24 hereby disclaims all warranties, express or implied, including those of merchantability of fitness that its services will avert, deter or prevent any loss which monitoring might alleviate or mitigate.
14. It is agreed that E-24 is not an insurer and that it is not the intention of the parties that E-24 assume responsibility for any loss occasioned by misfeasance in the performance of the services under this contract or for any loss or damage sustained through burglary, theft, robbery or other cause or any liability on the part of E-24 by virtue of this Agreement or because of the relation hereby established. If there shall notwithstanding the above provisions at any time be or arise any liability on the part of E-24 by virtue of this Agreement or because of the relation hereby established, whether due to the negligence of E-24 or otherwise, such liability is and shall be limited to and fixed at the sum of two hundred and fifty dollars (\$250.00) as and for liquidated damages. Such liabilities as herein set forth are fixed as liquidated damages and not as a penalty and this liability shall be complete and exclusive. In the event SUBSCRIBER desires E-24 to assume greater liability for the performance of its services hereunder, a choice is hereby given to obtaining full or limited liability by paying a additional amount under a graduated scale of rates proportioned to the responsibility, and an additional rider shall be attached to this Agreement setting forth the additional liability of E-24 and additional charges. That the rider and additional obligation shall in no way be interpreted to hold E-24 as an insurer.
15. SUBSCRIBER hereby releases, discharges, and agrees to hold E-24 and Company harmless from any and all claims, liabilities, damages, losses or expenses arising from or caused by any hazard covered by insurance resulting from or related to this service contract, whether said claim is made by SUBSCRIBER, his agent or insurance company, or by any other parties claiming under or through SUBSCRIBER. SUBSCRIBER agrees to indemnify E-24 and Company against, defend and hold E-24 and Company harmless from any claims for subrogation which may be brought against E-24 and/or Company by any insurer or insurance company or its agent, or assigns, including payment of all damages, expenses, costs, and attorneys' fees.
16. It is the responsibility of Company to insure that the service and the notifications entered on the SUBSCRIBER'S MONITORING AGREEMENT and related ADDENDA forms are proper and correct and that the form is signed by the SUBSCRIBER or his authorized representative.
17. The terms of the agreement relating to E-24 and the SUBSCRIBER MONITORING AGREEMENT shall be governed by the laws of the State of IL.
18. Any additions or amendments to the SUBSCRIBER MONITORING AGREEMENT TERMS & CONDITIONS must be in writing between all three parties (SUBSCRIBER, Company and E-24). No verbal changes will be accepted.