

V.A. 1

Contractor's Application For Payment No. 9

To (Owner):	East Stroudsburg Area School District	Application Period:	3/31/2020	Application Date:	3/20/2020
Project:	Resica Elementary School - Roof Replacement	From (Contractor):	C&D Waterproofing Corp	Via (Engineer):	D'Huy Engineering, Inc.
Owner's Contract No.:		Contract:		Contractor's Project No.:	19-292
		Engineer's Project No.:			DE# 287011

APPLICATION FOR PAYMENT

Change Order Summary

Approved Change Orders Number	Additions	Deductions			
			1. ORIGINAL CONTRACT PRICE.....	\$	667,715.00
			2. Net Change by Change Orders.....	\$	0.00
			3. CURRENT CONTRACT PRICE(Line 1+2).....	\$	667,715.00
			4. TOTAL COMPLETED AND STORED TO DATE.....	\$	635,159.00
			(Column F on Progress Estimate)		
			5. RETAINAGE:		
			a. 5% X	\$	31,757.95
			b. 5% X	\$	0.00
			c. Total Retainage (Line 5a + Line 5b)	\$	31,757.95
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	603,401.05
			7. LESS PREVIOUS PAYMENTS(Line 6 - prior Application).....	\$	593,541.00
			8. AMOUNT DUE THIS APPLICATION.....	\$	9,860.05
			9. BALANCE TO FINISH PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$	64,313.95
Totals					
Net Change By Change Orders					

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Application for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of: \$ 9,860.00 (Line 8 or other - attach explanation of other amount)

is recommended by [Signature] (Engineer) 4/27/20 (Date)

Payment of: \$ (Line 8 or other - attach explanation of other amount)

is approved by _____ (Owner) _____ (Date)

Approved by _____ Funding Agency (if applicable) _____ (Date)

Notary Lisa A. Witchoy
 By Michelle E. Cumber Date 4-20-2020

Commonwealth of Pennsylvania - Notary Seal
 Lisa A. Witchoy, Notary Public
 Columbia County
 My commission expires December 9, 2022
 Commission number 1195475

Progress Estimate

Contractor's Application

For/contract: Resica Elementary School - Roof Replacement		Application Number		9				
Application Period: 3/31/2020		Application Date:		3/20/2020				
Specification Section No.	Item Description	B Scheduled Value	C Work Completed		E Materials Presently Stored (not in C or D)	F Total Completed and Stored to Date (C+D+E)	% (F) B	G Balance to Finish (B-F)
			D From Previous Application (C+D)	D This Period				
1	PAYMENT & PERFORMANCE BONDS	9,650.00	9,650.00	0.00	0.00	9,650.00	100%	0.00
2	MOBILIZATION/ SITE SET-UP	18,000.00	18,000.00	0.00	0.00	18,000.00	100%	0.00
3	SHINGLE ROOF - STORED MATERIAL	123,115.00	123,115.00	0.00	0.00	123,115.00	100%	0.00
4	SHINGLE ROOF - LABOR	126,535.00	126,535.00	0.00	0.00	126,535.00	100%	0.00
5	SHINGLE ROOF - METAL - STORED MATERIAL	69,000.00	69,000.00	0.00	0.00	69,000.00	100%	0.00
6	SHINGLE ROOF - METAL - LABOR	79,850.00	79,850.00	0.00	0.00	79,850.00	100%	0.00
7	BUILT-UP ROOF - MATERIAL	95,200.00	95,200.00	0.00	0.00	95,200.00	100%	0.00
8	BUILT-UP ROOF - LABOR	70,000.00	66,500.00	3,500.00	0.00	70,000.00	100%	0.00
9	EQUIPMENT RENTAL	15,000.00	14,250.00	750.00	0.00	15,000.00	100%	0.00
10	DEMOLIZATION/SITE CLEAN-UP	4,500.00	2,700.00	1,800.00	0.00	4,500.00	100%	0.00
11	WARRANTIES/PROJECT CLOSEOUTS	4,000.00	0.00	0.00	0.00	0.00	0%	4,000.00
12	ALTERNATE #1 - 30 YEAR	9,700.00	9,215.00	485.00	0.00	9,700.00	100%	0.00
13	ALTERNATE #2 - SKYLIGHT INFILL	10,785.00	10,765.00	0.00	0.00	10,765.00	100%	0.00
14	ALLOWANCE #1 - NAILABLE ROOF ISO	9,600.00	0.00	0.00	0.00	0.00	0%	9,600.00
15	ALLOWANCE #2 - STEEL DECKING	3,500.00	0.00	0.00	0.00	0.00	0%	3,500.00
16	ALLOWANCE #3 - 1 X 8 PLYWOOD	2,500.00	0.00	0.00	0.00	0.00	0%	2,500.00
17	ALLOWANCE #4 - ROOFER - (SHINGLE)	16,800.00	0.00	3,844.00	0.00	3,844.00	100%	12,956.00
Totals		667,715.00	624,780.00	10,379.00	0.00	635,159.00	99%	32,556.00

V.I.B.1



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

INVOICE

No. 50965
03/27/2020

East Stroudsburg Area School District

50 Vine Street
East Stroudsburg, PA 18301
Mr. Tom McIntyre

<p>High School North Roof Replacement</p> <p>287010</p> <p>For Services Rendered From February 29, 2020 To March 27, 2020</p> <hr/> <p>DEI Fee = 7% of Construction Cost \$7,008,635 = \$490,604</p>

01 - High School North / Lehman I.S. Roof Investigation

<u>Contract Amount</u>	<u>Previously Billed</u>	<u>% Complete</u>	<u>Invoice Amount</u>
\$12,900.00	\$12,900.00	100.00	\$0.00

02 - Design, Bidding & Construction Phase Services

<u>Contract Amount</u>	<u>Previously Billed</u>	<u>% Complete</u>	<u>Invoice Amount</u>
\$490,604.00	\$262,912.72	53.86	\$1,350.14

INVOICE TOTAL \$1,350.14

Prior Billing Information

<u>Invoice</u>		<u>0 - 30</u>	<u>31 - 60</u>	<u>61-90</u>	<u>Over 90</u>	<u>Balance</u>
50832	2/28/2020	\$2,295.04	\$0.00	\$0.00	\$0.00	\$2,295.04
Total Prior Billing		\$2,295.04	\$0.00	\$0.00	\$0.00	\$2,295.04

VI. B. 2



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

INVOICE

No. 50966
03/27/2020

East Stroudsburg Area School District

50 Vine Street
East Stroudsburg, PA 18301
Mr. Tom McIntyre

**Resica E.S. & Middle Smithfield E.S. Water Filtration
287016**

For Services Rendered From February 29, 2020 To March 27, 2020

DEI Fee = \$17,500 (7.5% of Estimated Construction Cost \$200,000 + \$2,500)

00 - Basic Services

Contract Amount	Previously Billed	% Complete	Invoice Amount
\$17,500.00	\$10,844.28	67.71	\$1,005.25

INVOICE TOTAL \$1,005.25

Prior Billing Information

Invoice		0 - 30	31 - 60	61-90	Over 90	Balance
50834	2/28/2020	\$5,898.29	\$0.00	\$0.00	\$0.00	\$5,898.29
Total Prior Billing		\$5,898.29	\$0.00	\$0.00	\$0.00	\$5,898.29

V.I.B.3



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

INVOICE

No. 50969
03/27/2020

East Stroudsburg Area School District

50 Vine Street
East Stroudsburg, PA 18301
Mr. Tom McIntyre

J.T. Lambert Intermediate School & Resica Elementary School Flooring Replacement

287020

For Services Rendered From February 29, 2020 To March 27, 2020

DEI Fee = \$63,910 (7% of Estimated Construction Cost \$913,000)

00 - Basic Services

<u>Contract Amount</u>	<u>Previously Billed</u>	<u>% Complete</u>	<u>Invoice Amount</u>
\$63,910.00	\$0.00	14.08	\$9,000.00

INVOICE TOTAL \$9,000.00

V.I.C.1

A. Why are you requesting the service/needs?

Why: Our current contract with Keystone Fire Protection expires on June 30,2020.

Need: Required under NFPA code.

Suggested replacement: Cintas Fire Protection as per quote

- B. Cost Estimate:** If over \$5,000, were 3 quotes obtained? If yes, please list the vendors and the amounts.
- C. Was only able to attain two quotes due to current situation going on.**
- D. Cintas Fire Protection \$24670.07 per year for a three-year contract.**
- E. Keystone Fire Protection \$39092.00 per year for a three-year contract.**

F. Procurement Method: Quote

- Quote, RFP, Other

G. Funds account to be charged for Procurement (Was this purchase budgeted?)

- Yes/No Yes
- Fund 10, 29, 32
- Account #

H. Selection of winning proposal

- Was the lowest price selected? If not, explain why and the process of selecting the vendor. Yes



Cintas Fire Protection
 114 Centerpoint Blvd.
 Pittston PA 18640
 O: 570-891-0400
 F: 570-655-2220

Fire Protection Services Agreement

Fire Extinguishers / Emergency Lighting / Restaurant / Industrial Systems / Fire Alarms / Fire Sprinklers

Customer Name: East Stroudsburg Area School District ("Customer") Effective Date: 6/25/2020
 Service Address: 50 Vine St City: East Stroudsburg State: PA Zip: 18301
 Phone: 570-424-7833 Fax:
 Contact Name: William Gougher Contact Title: Officer Gougher E-mail: william.gougher@esasd.net
 Billing Name: TBD Billing Address:
 City: State: Zip: Billing Phone: Billing Fax:
 AP Contact Name: AP Contact E-Mail:
 Payment Terms: PO/Blanket PO# PO Date:

Quantity	Service Description	Next Service Date	Frequency	Cost
1	East Stroudsburg High School South	TBA	TBA	\$5743.44
1	East Stroudsburg High School North	TBA	TBA	\$4698.91
1	East Stroudsburg JT Lambert	TBA	TBA	\$3229.08
1	East Stroudsburg Smithfield Elementary	TBA	TBA	\$1845.09
1	East Stroudsburg Reisca Falls Elementary	TBA	TBA	\$1654.67
1	East Stroudsburg Middle Smithfield Elementary	TBA	TBA	\$2301.38
1	East Stroudsburg J. M. Hill Elementary	TBA	TBA	\$901.92
1	East Stroudsburg Elementary	TBA	TBA	\$2091.56
1	East Stroudsburg Bushkill Elementary	TBA	TBA	\$1633.66
1	East Stroudsburg Business Waste Water Facility		TBA	\$501.00
	Term for Service 3 years as of 6/2020			
	Price is the annual yearly cost			**\$24,670.07
	Inspection frequency for Kitchen Suppression: Semi Annual			
	Fire Extinguisher, Fire Sprinkler System, Fire Alarm will be completed on an annual basis.			

Special Notes:
 ** Pricing is per year quote for a 3 year term from 6/1/2020-5/31/2023.
 Does not include any service work, parts or repairs that may be found at time of servicing.
 Fusible links are not included in quote. Fusible link price \$7.50 per unit.
 Hourly Rate during business hours 7A.M.- 6P.M. \$80.00
 Hourly Rate after business hours \$135.00
 Holiday Rate \$155.00

Taxes, Permits, Parts, and Repairs are in addition to the prices quoted above

THIS AGREEMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS PRESENTED ON THE FOLLOWING PAGES 2-6 OF THIS DOCUMENT. BY ENTERING INTO THIS AGREEMENT, INCLUDING ALLOWING CINTAS TO PROCEED WITH PROVIDING ANY GOODS OR SERVICES TO YOU, YOU ACKNOWLEDGE AND ACCEPT ALL OF THE FOLLOWING TERMS AND CONDITIONS.

TERMS AND CONDITIONS

1. Parties. This agreement ("Agreement") is between Cintas Corporation No. 2 d/b/a Cintas Fire Protection ("Cintas" or "Seller"), and the customer and/or owner, lessor, lessee, and/or tenant of the real property ("Premises") and/or fire equipment identified herein ("Customer"), and it supplements and incorporates any price quotation offered to Customer by Cintas. Should the identified Customer not be the owner of the property, the Customer warrants and represents that it is an authorized agent of the property owner, lessor, lessee, and/or tenant and that it may enter into this Agreement on the latter's behalf. The Agreement expressly includes these Terms and Conditions, which Customer acknowledges and agrees are material to and an integral part of this Agreement. By signing this Agreement, Customer acknowledges that it has received all of the Agreement, has read and understood this Agreement and the Terms and Conditions, and confirms its unequivocal agreement therewith. Customer agrees that these Terms and Conditions govern the relationship between Customer and Cintas with respect to any goods or services that fall within the subject matter of this Agreement, and no terms not specifically agreed upon by Cintas in writing will be binding on Cintas. Customer understands and agrees that the provisions of the Agreement and of these Terms and Conditions inure to the benefit of Cintas's employees, agents, officers, directors, owners, parents, subsidiaries, and affiliates.
2. Subcontractors. Cintas may subcontract the services to be performed under this Agreement. Customer acknowledges and agrees that all provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Cintas to provide any service to Customer ("Subcontractor") and that they bind Customer to each such Subcontractor(s) with the same force and effect as they bind Customer to Cintas. (Accordingly, when used in this Agreement, the term "Cintas" includes any such Subcontractors, Cintas employees, and agents.) Customer acknowledges that Subcontractors are independent companies that have no affiliation with Cintas. Customer irrevocably appoints Cintas as its agent to communicate with the Subcontractor(s) concerning all matters related to this Agreement.
3. Inspection, Testing, and Maintenance Requirements. Customer acknowledges and agrees that it is required to have the Premise's fire protection equipment, systems, and/or components ("System") inspected, tested, and/or maintained ("ITM") annually, semi-annually, quarterly, monthly, weekly, and/or daily in accordance with NFPA requirements and/or the applicable authority having jurisdiction ("AHJ"). ITM procedures may vary according to NFPA and/or AHJ requirements. Customer acknowledges and agrees that it has the sole responsibility to identify, perform, and/or schedule any such ITM, and Customer acknowledges that failure to do so timely can lead to improper operation, failure, freezing, rupture, or other malfunction of the System. In particular, Customer has the sole responsibility for contacting Cintas and directing and authorizing Cintas as to which, if any, of these ITM tasks it would like Cintas to perform. Customer agrees, however, that Cintas has no obligation to (a) notify Customer of any ITM that should or must be performed under NFPA and/or AHJ requirements or (b) perform any such ITM for Customer, and Cintas makes no representation that it is able, licensed, and/or qualified to perform all ITM tasks that may be required by NFPA and/or the AHJ.
4. Term; Renewal. The term of this Agreement is one (1) year, commencing with the Effective Date. Upon expiration, the Customer understands and agrees that Cintas has no obligation to provide any additional services to Customer of any kind. If the Customer requests and/or Cintas performs any work on any System including, but not limited to, ITM without execution of a new Agreement, Customer agrees that such work is subject to and limited by the Terms and Conditions of this Agreement. In such circumstances, Customer agrees that Cintas may increase the prices for services annually at a percentage rate not to exceed six (6) percent. Customer shall pay the price in effect at the time the service is delivered.
5. Pricing. Any quote to perform ITM is not meant to be an exhaustive review of the System's status and, as such, may not have identified any or all equipment or pre-existing deficiencies of the System. If the actual number of devices or systems exceed the quoted amount by more than 5%, Cintas reserves the right to charge for additional devices/systems on a pro-rata basis. Unless otherwise specified, prices on goods may be increased at any time without prior notice. Customer shall pay the price in effect at time of shipment. Any sales, use or other similar tax or duties, customs, tariffs, imposts, surcharges or other fees imposed by any governmental authority on goods shipped by Cintas shall be added to the price to be paid by Customer unless Customer provides Cintas with a valid sales tax exemption certificate.
6. Scope and Limitations of Service/Customer Responsibility. Customer acknowledges and agrees that, for the purposes of this Agreement, no System is deemed to be part of the real estate of any of the Premises. Customer acknowledges and agrees that the scope of Cintas's responsibilities under this Agreement are limited to those specific ITM for the specific System(s) requested and authorized by the Customer and which Cintas specifically agrees to perform. Customer acknowledges and agrees that Cintas has no other responsibilities for any aspect of the System under NFPA or any other authority and that this Agreement is not intended to (and may not be interpreted as) attempt to delegate or subcontract any of Customer's responsibilities regarding the System to Cintas, including, but not limited to, establishing Cintas as a "Designated Representative" of Customer under NFPA or other authority. Customer acknowledges and agrees that under no circumstances will Cintas be responsible for determining or verifying the adequacy of the System. Customer acknowledges that ITM is only intended to verify the operational status of System at the time of ITM and is limited to those characteristics that could be readily observed at the time of ITM. Customer agrees that Cintas's observation of deficiencies or impairments and/or suggestions or recommendations for their correction in no way suggests or implies that a design review was performed or that other system deficiencies or impairments do not exist. Customer acknowledges and agrees that it bears the sole responsibility for ensuring that its System satisfies all NFPA or other requirements, including that the System is properly designed and installed, including, but not limited to, determining whether any fire protection system is adequate for the purpose(s) intended, whether any fire protection system satisfies local code requirements, and determining whether piping in any sprinkler system is properly or appropriately pitched, drains sufficiently, or is otherwise properly installed. Customer further specifically acknowledges and agrees that it is solely responsible for the status, ITM, and repair of the System at all times, including (but not limited to) the condition of the system during the intervals between any ITM provided under this Agreement. Furthermore, Customer expressly acknowledges that the status of System can change at any time subsequent to any ITM or repair by Cintas and that Cintas is not responsible or liable for any such change in status, including (but not limited to) any change that renders the system ineffectual or inoperable, or any loss or damage of any kind that may occur subsequent to or during any intervals between any services provided (or to be provided) under the Agreement. Customer further acknowledges that it has sole and specific obligations for performing periodic ITM of the System, including, but not limited to, (a) periodically draining low points in dry sprinkler systems, (b) ensuring that Systems are maintained at appropriate temperatures, (c) ensuring that kitchen suppression system nozzles do not become contaminated with grease, (d) ensuring that kitchen appliances, hoods, and/or exhaust ducts are maintained and kept sufficiently clean, (e) ensuring that nozzles, sprinklers, and/or System tubing or piping are free from obstructions and are properly cleaned and/or maintained, (f) ensuring that sprinkler heads are not expired as contemplated by NFPA 25; (g) performing certain periodic inspections of the System, (h) ensuring appropriate types and concentrations of antifreeze is used in antifreeze systems; (i) that dry sprinkler systems maintain pressure sufficient to prevent activation, and (j) that dry sprinkler system piping is properly pitched and uses proper type of pipe and fitting. Customer further acknowledges that its failure to perform these obligations may, among other possible consequences, prevent Cintas from performing under this Agreement, cause Cintas's performance under the Agreement to be ineffectual, render the system ineffectual or inoperable, or lead to substantial property loss, injury, or death. Customer agrees to be solely responsible for redecorating and other cosmetic repairs to Premises necessary due to installation, testing, maintenance, repair, or removal of all or any part of the System. Customer understands and agrees that Cintas has no liability for any work performed by any other vendor on the System at any time. Furthermore, Customer acknowledges that ITM may result in the failure of System or one of its components. Customer agrees that Cintas is not responsible for any System or components thereof that may require repair or replacement due to age, fatigue, or wear that occurs during or result from ITM.
7. Deficiencies and Impairments. Customer acknowledges that deficiencies or other impairments noted during ITM of Systems may pose an immediate and serious safety concern. If requested by Customer, Cintas may prepare a quote for addressing these deficiencies or other impairments. Should Cintas perform any work addressing such deficiencies or other impairments, Customer agrees to pay Cintas for all Customer-authorized labor and parts necessary to perform

Customer Initials _____

such work. In any event, Customer is solely responsible for correcting any deficiencies or impairments noted during ITM immediately, and Cintas has no liability for Customer's failure to do so, including, but not limited to, liability for an ongoing NFPA code violation status.

8. Knowledge and Access to Premises. Customer acknowledges that it has superior and/or sole knowledge of the Premises and System and that it is obligated to provide Cintas with complete written documentation of the building's layout and the layout, configuration, and inspection, testing, and maintenance history of the System enabling Cintas to locate every element of the System. Customer also acknowledges and agrees that it has the sole responsibility to provide Cintas with access to all areas of the Premises necessary to perform the requested ITM. Customer acknowledges and agrees that it bears the sole risk of loss for any loss, injury, or damages resulting from or related in any way to Customer's failure to produce such written documentation and/or provide necessary access to the Premises. For the purposes of any services performed under this Agreement, System elements are inaccessible if they are over 12 feet above the floor, above suspended ceilings, in enclosed spaces, or in rooms or locations in which the technician was not permitted or was unable to access at the time of service.

9. Service Response Time/Delivery Time. Customer is responsible for scheduling all appointments. Cintas will make reasonable efforts to schedule appointments at Customer's convenience. If Cintas is asked to provide emergency response and agrees to do so, Cintas will make reasonable efforts to respond and/or take corrective action in the most expeditious manner possible. Cintas will make reasonable efforts to dispatch for critical system failures within 2-4 hours and to dispatch for non-critical system trouble in 24-48 hours. Customer understands, however, that Cintas's ability to respond depends upon a number of factors, including the number of requests for similar response and the availability of personnel, and Customer agrees that Cintas has no obligation to respond within any particular timeframe for any type of request for service or to deliver any good within any stated time and that Cintas has no liability for failing to respond and/or to provide the good within the requested, desired, and/or stated time.

10. Service Charges. Any service charges imposed are used to help Cintas pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, services, and delivery of goods and services. In addition to other miscellaneous costs that Cintas incurs or may incur, Customer agrees that Cintas may levy various service charges in the course of performing under this Agreement that are not included in the initial quote, estimate, or final agreed contract for work to be completed under the Agreement.

11. Payment Terms, Late Charges, Credit, and Progress Billing. Payment terms may be changed at any time with or without prior notice and are those in effect at time of delivery or service call. Any invoice not paid when due shall be subject to a late charge of one and one-half percent (1.5%) per month or portion thereof of, if lower, the highest rate allowable under applicable law. Invoices shall be due within ten (10) days of invoice date unless otherwise stated. If, in Cintas's opinion, Customer's credit becomes unsatisfactory, Cintas may, in addition to all other rights and remedies under the Agreement and applicable law, suspend the delivery of goods or services pending receipt of cash or satisfactory security from Customer. Should Customer default in any payments due Cintas, Customer agrees to pay all reasonable costs of collection incurred by Cintas, including reasonable attorneys' fees. Title to all equipment or other goods sold by Cintas shall remain in Cintas's name until Customer has paid Cintas in full. Cintas shall retain a security interest in such equipment or other goods until such time. Based on the expected duration of any work, Cintas, in its sole and absolute discretion, may elect to bill Customer in monthly progress billings. In such cases, Customer agrees to make prompt monthly progress payments as per the terms of this Agreement, based on the monthly billing schedule provided to the Customer by Cintas.

12. Cancellation. If Customer believes there is a deficiency in any good or service provided by Cintas under the Agreement, Customer agrees to submit its complaint in writing and allow the Cintas (10) days from the date the written complaint is received to remedy the claimed deficiency. If the claimed deficiency is not remedied to the reasonable satisfaction of Customer, Customer can cancel this Agreement, but the Customer shall pay any outstanding charges for services rendered or goods provided prior to termination in accordance with the Terms and Conditions of this Agreement.

13. Equipment Exchange. Customer hereby understands and agrees that if Customer engages Cintas to service its fire extinguishers, Cintas intends to exchange Customer's fire extinguishers for other fire extinguishers of similar kind and quality. Customer further acknowledges and agrees that upon completion of such exchange that all rights, title, and interest in the Customer's extinguishers so exchanged will belong to Cintas and all rights, title and interest in Cintas's fire extinguishers so exchanged will belong to the Customer.

14. Inspection. Cintas strongly recommends that Customer conduct an on-site inspection of the goods and services sold hereunder after delivery, installation, or other service call. Cintas shall not be responsible for the consequences of Customer's failure to inspect the goods or services or for any defects, malfunctions, inaccuracies, insufficiencies, or omissions Customer could have detected through such an inspection.

15. DISCLAIMER OF WARRANTIES AND REPRESENTATIONS. Because of the great number and variety of applications for which Cintas's goods and services are purchased, Cintas does not design goods or services, does not recommend specific applications of goods or services, or and does not assume any responsibility for use, results obtained, or suitability for specific applications of goods or services. Customer acknowledges and agrees that Cintas has not made any representations or warranties to Customer regarding any System at the Premises, its fitness for any purpose, its suitability or effectiveness as designed, installed, and/or utilized, or that it will operate as designed, intended, or expected. Customer further acknowledges and agrees that it has the sole responsibility for determining the appropriateness of Cintas's goods and services for Customer's specific application(s) before ordering and to test and evaluate thoroughly all goods before use. Cintas warrants that title to all goods it sells to Customer shall be good and marketable. **CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS MAKES NO OTHER GUARANTEES, REPRESENTATIONS, OR OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE SALE OF THE GOODS AND/OR SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN AS SPECIFICALLY ENUMERATED ELSEWHERE IN THIS AGREEMENT. NO MODIFICATION, WAIVER, OR AMENDMENT OF THIS DISCLAIMER SHALL BE DEEMED EFFECTIVE UNLESS MADE IN A WRITING DRAFTED BY CINTAS FOR THIS EXPRESS PURPOSE THAT IS (I) SIGNED BY CINTAS, (II) EXPLICITLY USES THE TERM "WARRANTY" IN ITS TITLE, (III) SPECIFICALLY REFERENCES THIS AGREEMENT, AND (IV) EXPLICITLY AND UNAMBIGUOUSLY DESCRIBES WHAT ADDITIONAL WARRANTY(IES) ARE BEING OFFERED TO CUSTOMER PURSUANT TO THIS AGREEMENT. CUSTOMER FURTHER AGREES THAT THIS EXPLICITLY EXCLUDES ANY OF CINTAS'S SALES MATERIALS, CIRCULARS, WEBSITES, OR OTHER ADVERTISING MATERIALS OF ANY TYPE FROM CREATING ANY WARRANTIES UNDER THIS AGREEMENT, AND CUSTOMER REPRESENTS AND WARRANTS THAT IT IS NOT RELYING UPON ANY SUCH MATERIALS FOR THIS PURPOSE.**

16. CINTAS NOT AN INSURER; CUSTOMER'S OBLIGATION TO OBTAIN INSURANCE AS SOLE RECOVERY FOR ANY LOSS AND WARRANTY OF SAME. Customer acknowledges and agrees that neither Cintas nor its Subcontractors or assignees are insurers and that no insurance coverage is provided by this Agreement. **CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS ASSUMES NO RESPONSIBILITY FOR, NOR SHALL IT HAVE ANY LIABILITY FOR, CLAIMS MADE AGAINST IT CLAIMING THAT IT IS AN INSURER OF CUSTOMER'S SYSTEMS OR ANY OTHER PROPERTY FOR ANY PURPOSE, INCLUDING, BUT NOT LIMITED TO, THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY OR AS DESIGNED.** Customer acknowledges that during the term of the Agreement, it is the specific intent of the parties that the Customer will obtain and maintain insurance coverage with minimum coverage of two million dollars (U.S.) per incident, at the Customer's expense, that will cover any and all losses, damages, and expense arising out of or from, in connection with, related to, as a consequence of, or resulting from this Agreement in any way, including, but not limited to, public liability, bodily injury, sickness or death, losses for property damage, fire, water damage, and loss of property, and Customer agrees to and warrants that it will obtain and maintain such insurance coverage at all times at no cost to Cintas. Customer shall name Cintas as an additional insured by endorsement on any such policy(ies). This endorsement shall be without limitation or restriction of any type, and Cintas shall be exempt from, and in no way liable for, any sums of money related to this policy(ies) and associated coverage of any type, including, but not limited to, premium payments, deductible, co-payments, or self-insured retention, all of which are the sole responsibility of Customer. Customer agrees that recovery for all such injuries, losses, and damages shall be limited to this insurance coverage only and that it will look exclusively to its insurer(s) to recover for any such injuries, losses, and damages. **CUSTOMER AGREES TO SHIFT THE RISK OF LOSS TO ITS INSURERS, WHICH HAVE EXPRESSLY CONTRACTED TO ACCEPT THE RISK OF LOSS TO CUSTOMER'S PROPERTY. CUSTOMER RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS CINTAS FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE**

Customer Initials _____

ATTORNEY'S FEES), AND LIABILITY ARISING FROM CLAIMS REQUIRED TO BE COVERED BY INSURANCE PURSUANT TO THIS SECTION, INCLUDING ANY CLAIMS FOR DAMAGES ATTRIBUTABLE TO PUBLIC LIABILITY, BODILY INJURY, SICKNESS, OR DEATH, OR THE DESTRUCTION OF ANY REAL OR PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, THOSE THAT ARE ATTRIBUTABLE TO CINTAS'S PARTIAL OR SOLE NEGLIGENCE. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE, INCLUDING, BUT NOT LIMITED TO, EQUITABLE, CONTRACTUAL, LEGAL, AND CONVENTIONAL SUBROGATION, AND WARRANTS THAT THIS RELEASE AND WAIVER SHALL BE BINDING ON ANY AND ALL SUBROGEEES OR ASSIGNEES OF CUSTOMER'S RIGHTS. CINTAS SHALL NOT BE RESPONSIBLE FOR ANY CLAIMS OF CUSTOMER, ANY LOSSES, OR ANY DAMAGES THAT IS REQUIRED TO BE INSURED UNDER THIS AGREEMENT, IS INSURED, OR IS INSURABLE. CUSTOMER AGREES TO INDEMNIFY CINTAS AGAINST ANY AND ALL SUCH CLAIMS, INCLUDING CLAIMS OF THIRD PARTIES, THAT MAY ARISE THAT ARE RELATED TO THE AGREEMENT OR THE PROVISION OF THE SERVICES IN ANY WAY THAT MAY ARISE DUE TO CUSTOMER'S BREACH OF THESE OBLIGATIONS. CUSTOMER AGREES TO AND WARRANTS THAT IT WILL NOTIFY ITS INSURER(S) OF THIS RELEASE AND WAIVER.

17. RELEASE AND INDEMNIFICATION OF CINTAS BY CUSTOMER. CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANY/ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT OR PERFORMANCE UNDER THE AGREEMENT, INCLUDING (BUT NOT LIMITED TO) THE IMPROPER OPERATION OR NON-OPERATION OF THE FIRE SUPPRESSION, ALARM, OR OTHER SYSTEM(S). THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEY'S FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES BY CUSTOMER OR ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY, OR CUSTOMER'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON CINTAS'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE), AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. Cintas reserves the right to select counsel to represent it in any such action.

18. LIMITATION OF CINTAS'S LIABILITY; LIQUIDATED DAMAGES. Customer acknowledges that Cintas's service fees/purchase prices are based on the value of services or goods provided and the limited liability provided under this Agreement and not on the value of the Customer's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Customer or others. Customer further acknowledges and agrees that Cintas cannot predict the potential amount, extent, or severity of any damages or injuries that Customer or others may incur due to the failure of the system or services to work as intended. IF CINTAS OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF, RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM CINTAS'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), CUSTOMER AGREES AND WARRANTS THAT CINTAS'S AND ITS REPRESENTATIVE'S COLLECTIVE LIABILITY TO CUSTOMER, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, INVITEES, AND ANY THIRD PARTY SHALL BE LIMITED EXCLUSIVELY TO \$1,000 AS LIQUIDATED DAMAGES. If Customer wishes to increase the limitation of liability, Customer may, as of right, enter into a supplemental agreement with Cintas to obtain a higher limit by paying an additional amount consistent with the increase in liability; such a payment, however, shall in no way be interpreted to find Cintas or its subcontractors or representatives to be insurers. CUSTOMER AGREES THAT THE LIMITS ON THE LIABILITY OF CINTAS AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN CINTAS, CUSTOMER, AND ANY OTHER AFFECTED PARTIES. CUSTOMER ACKNOWLEDGES AND AGREES THAT WERE CINTAS TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, IT WOULD NOT PROVIDE THE SERVICES. Neither party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity.

19. Prior Agreements With Others. Customer represents and warrants that (I) its cancellation or termination of any contract, and/or (II) its execution of this Agreement does not breach and will not breach or infringe upon any contract with or obligation to any other person or party. Customer agrees to protect, defend, indemnify, and hold harmless Cintas from and against and pay (without any condition that Cintas first pay) for all claims, demands, suits, liabilities, losses, damages, judgments, costs, and expenses, including, without limitation, attorneys' fees and court costs, arising out of or from, in connection with, as a result of, related to, or as a consequence of Customer's breach of this representation and warranty.

20. Prevailing Wage/Living Wage. Customer understands and acknowledges that depending upon the location of the Premises, individuals who provide services under this Agreement may be entitled to receive prevailing wages, living wages, or other minimum wages and/or benefits established by law ("Wage Statutes"). Customer understands and agrees that it is in sole possession and knowledge of the facts and circumstances necessary to make a determination as to whether any or all services provided under this Agreement are subject to any Wage Statutes. Accordingly, Customer agrees that it has the sole responsibility to determine whether the Agreement is subject to any Wage Statutes and that it will inform Cintas of this fact in writing prior to Cintas offering any bid, quote, or other offer for any services to be provided under the Agreement and prior to the parties' execution of the Agreement. In the event that Customer fails to notify Cintas in writing that the Agreement is subject to a Wage Statute and either Cintas or any federal, state, or local authority determines that the services provided under the Agreement are subject to a Wage Statute, Customer agrees that it will pay Cintas all additional sums necessary to raise all wages and benefits covered by the applicable Wage Statute(s) for those individuals providing such services to Customer under the Agreement to the minimum levels required by the applicable Wage Statute(s), and Customer agrees that it will defend and indemnify Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority for Cintas's failure to satisfy any such Wage Statute, as well as Cintas's costs and attorneys' fees incurred in responding to or defending any such claim.

21. Force Majeure. Cintas shall not be responsible or liable for failure to perform attributable to any cause or contingency beyond its reasonable control including, without limitation, act of God; act or omission of civil or military authority; fire; flood; tempest; epidemic; earthquake; volcanic activity; quarantine restriction; labor dispute (e.g. lockout, strike or work stoppage or slowdown); embargo; war; riot; unusually severe weather; accidents; political strife; act of terrorism; delay in transportation; compliance with any regulation or directive of any national, state, or local government, or any department or agency thereof; or any other cause which by the exercise of reasonable diligence Cintas is unable to overcome.

22. Governing Law. To the greatest extent permitted by law, this Agreement shall be governed by the laws of the State of Ohio, and it explicitly excludes any reference or resort to choice of law rules that suggest or require that the laws of another jurisdiction be applied.

23. Disputes. Any dispute or matter arising in connection with or relating to this Agreement other than an action for collection of fees due Cintas hereunder shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable Ohio arbitration law. CUSTOMER, ON BEHALF OF ITSELF AND ALL OF ITS INSURER(S), WAIVES TRIAL BY JURY IN ANY ACTION BETWEEN CUSTOMER AND/OR INSURER AND CINTAS, AND CUSTOMER IRREVOCABLY WAIVES ANY RIGHT TO CLASS REPRESENTATIVE CLAIMS (WHETHER AS A CLASS MEMBER OR CLASS

Customer Initials _____

REPRESENTATIVE) AND ANY RIGHT TO HAVE SUCH DISPUTE CONSOLIDATED OR CONSIDERED IN CONJUNCTION WITH ANY OTHER CLAIM OR CONTROVERSY OR AS A PART OF ANY OTHER PROCEEDING. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in Warren County, Ohio. Notice or service of process of any such dispute may be made by correspondence delivered via the United States Postal Service (certified mail or registered mail, return receipt requested) or by a national overnight courier service (such as Federal Express) directed to the opposing party's address identified in this Agreement. With respect to an action for fees due Cintas under this Agreement, the exclusive jurisdiction and forum for the resolution of any such dispute shall be a court of competent jurisdiction in the state where the Customer is located, and if Cintas prevails on any or all of its claim for fees, Cintas shall also be entitled to recover all attorneys' fees and costs it incurs in the prosecution of the claim or action.

24. LIMITATION OF ACTION. ANY ACTION BY CUSTOMER AGAINST CINTAS OR ANY SUBCONTRACTOR MUST BE COMMENCED WITHIN ONE YEAR OF THE ACCRUAL OF THE CAUSE OF ACTION OR THE ACTION SHALL BE BARRED, REGARDLESS OF ANY OTHER STATUTE OF LIMITATION OR REPOSE THAT MAY APPLY TO THE CLAIM UNDER STATE OR FEDERAL LAW.

25. Notices. Any notice given pursuant to the Agreement shall be in writing and sent by certified mail or registered mail, postage prepaid, return receipt requested or by national overnight courier service (such as Federal Express), to the appropriate party at the address set forth in this Agreement or at such other address as such party may provide in writing to the other party. Any such notice shall be effective upon the receipt thereof.

26. Authority to Execute Agreement. Each party represents and warrants to the other party that (i) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary entity action(s), and (ii) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms. The person signing this Agreement on behalf of Customer expressly represents and warrants that he or she has all authority necessary to bind Customer to its terms.

27. Assignment. This Agreement cannot be assigned by the Customer without the prior written consent of Cintas, which will not be unreasonably withheld. Cintas has the right to assign this Agreement, and it may do so in its sole and absolute discretion. The Agreement shall inure to the benefit of and be binding on the parties and their respective successors and permitted assigns.

28. Waiver. No waiver of any provision of this Agreement by a party shall be valid unless the same is in writing and signed by the party against whom it is sought to be enforced. No waiver of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time, nor will it be deemed a waiver of that same provision at any other time.

29. Severability. The invalidity or unenforceability of any provision, section, or portion of a section of this Agreement shall not affect the validity or enforceability of any other provision or section; provided, however, in the event one or more of the paragraphs "Disclaimer of Warranties and Representations," "Cintas Not an Insurer; Customer's Obligation To Obtain Insurance As Sole Recovery For Any Loss And Warranty Of Same," "Release And Indemnification Of Cintas By Customer," "Limitation Of Cintas's Liability; Liquidated Damages," and/or "No Warranties Or Representations By Cintas Regarding System" (or any portion thereof) are held by a court or other authority to be invalid or unenforceable (whether in an action involving the parties, any action involving Cintas, or any other action involving similar provisions), Cintas shall have the right to terminate this Agreement without any liability of any type upon thirty (30) days prior written notice to Customer. Furthermore, the parties agree that in the event any of the interest rate provisions, cancellation fees, service charges, rate increases, renewal term lengths, or any other calculation of amounts due and owing Cintas under Paragraphs 4, 10, or 11 are deemed to be excessive and/or unenforceable under applicable law, any such rate, fee, increase, term, or other calculation will be reduced to the maximum rate, value, or amount permitted by applicable law and will be binding upon them.

30. Updated Terms and Conditions and Policies. Customer acknowledges and agrees that Cintas may send copies of its various policies to Customer, including, but not limited to, amendments to these Terms and Conditions via e-mail or make them available via a web page or other similar mechanism and that these policies are incorporated and made part of this Agreement. To be effective, however, amendments to the Terms and Conditions must be expressly referred to as such in the e-mail, web page, or other similar mechanism. Customer acknowledges and agrees that its continued request for service pursuant to this Agreement and/or use and/or acceptance of the goods and/or services provided under this Agreement constitute acceptance of any such updated Terms and Conditions and/or policies.

31. Execution in Counterparts and by Facsimile or Electronically by PDF. This Agreement may be executed in any number of counterparts, any one of which need not contain the signature of more than one party, but all of which shall together constitute one and the same instrument. The parties agree that this Agreement and the signatures affixed hereto may be transmitted and delivered by facsimile or electronically by PDF and that all such signatures and this Agreement transmitted or delivered by facsimile or electronically by PDF shall be deemed to be originals for all purposes and given the same legal force and effect as the original Agreement and original signatures.

32. Mutual Drafting and Understanding of Agreement. The parties acknowledge and agree that this Agreement and all of its Terms and Conditions are the result of arms-length bargaining between sophisticated business entities. As a result, both parties shall be considered to be drafters of the Agreement for purposes of interpretation, application, construction, or construing of the Agreement. The parties also acknowledge that they have had an opportunity to consult with legal counsel of their choice regarding this Agreement and that they have read and understand all of the Terms of this Agreement.

33. Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other agreements, understandings, or representations, whether oral or in writing, between the parties. Any prior agreements, promises, negotiations, or representations, either oral or in writing, not expressly set forth in this Agreement are of no force or effect. No modification or amendment to this Agreement shall be effective unless drafted by Cintas for this express purpose and signed by an authorized representative of Cintas, except as described in paragraph 30 ("Updated Terms and Conditions and Policies") above. For the purposes of this paragraph, "authorized representative" is the General Manager of the Cintas location(s) providing the goods and/or services or higher management or executive personnel of Cintas. The parties specifically agree that any document sent to Cintas by Customer subsequent to execution of this Agreement that contains different or additional terms or that purports to modify or amend the terms of this Agreement in any way, such as a purchase order or conditional payment, shall be of no force and effect and will not modify the terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant or used to supplement or explain any terms used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection.

34. Electronic Signatures; Customer's Acceptance by Allowing Performance. The person signing this Agreement on behalf of Customer certifies that Customer's policies do not prohibit the acceptance and execution of Terms and Conditions in electronic form. In addition, each party consents to and agrees that the use of a keyboard, mouse, or other device (i) to select an item, button, icon or checkbox, or (ii) to enter text, or (iii) to perform any similar act or action while using Cintas's web-based portal or other system for the purpose of initiating, reviewing, modifying, or completing any transaction regarding this Agreement constitutes a lawful and valid signature, acceptance, and agreement and shall be treated the same as if such were actually made using a physical, written signature. The parties further agree that no certification authority or other third-party verification is necessary to validate their respective electronic signatures. The parties additionally agree that this Agreement is accepted and agreed to when an electronic signature for each party has been affixed to this Agreement. Customer further agrees that engaging, requesting, or allowing Cintas to begin any work or provide any goods or services under this Agreement and/or compensating Cintas for any such work, goods, and/or services constitutes acceptance of the Agreement and the Terms and Conditions.

Customer Initials _____

NOTICE TO CUSTOMER. BY SIGNING THIS DOCUMENT, CUSTOMER EXPLICITLY ACKNOWLEDGES AND ACCEPTS PARAGRAPHS 15-18 OF THIS AGREEMENT, WHICH DISCLAIM WARRANTIES AND REPRESENTATIONS, ACKNOWLEDGE CINTAS IS NOT AN INSURER AND REQUIRES CUSTOMER TO OBTAIN INSURANCE, LIMIT CINTAS'S LIABILITY FOR AND/OR RELEASE CINTAS FROM ANY LIABILITY RELATED IN ANY WAY TO THE AGREEMENT, AND REQUIRE CUSTOMER TO INDEMNIFY CINTAS FOR ANY LOSSES RELATED IN ANY WAY TO THE AGREEMENT. READ THE ENTIRE AGREEMENT BEFORE SIGNING.

Quoted for Cintas Fire Protection By: Cintas Rep Name/Title Stephen Doggett / Fire Sales Rep Signature:	Accepted for Customer / Purchaser By: Customer Name and Title Signature: _____ Date: _____
Cintas Rep E-Mail and Cell Phone Doggetts@cintas.com / 570-575-1854 Cintas GM Approval: This Agreement not for use for Monitoring Services.	

V.I.D.1



Engineered Fire Protection Specialists

A IKPI COMPANY

433 Industrial Drive
North Wales, PA 19454
P (215) 641-0100
F (215) 641-0638
www.keystonofire.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: William Gouger
PHONE: (570) 424-8500
Costars#: 40-063

SERVICE SITE INFO:

(see "List of Additional Service Locations")

PROPOSAL DATE: 10/22/2019

LIFE SAFETY ADVISOR: 190

PROPOSAL NO: 19-2336

AGREEMENT EFFECTIVE

FROM: 6/1/2020

TO: 6/1/2023

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)	(9)	✓	\$25,776.00	(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)	(9)	✓	\$1,822.00	(See Exhibit C - PreEngineered System Inspection)
Industrial Dry Chemical System(s)				
Emergency Lighting & Exit Sign(s)				
Hand Portable Fire Extinguisher(s)	(860)	✓	\$4,300.00	(See Exhibit D - Hand Portable Inspection)
Wet Sprinkler System(s)	(25)	✓	\$4,977.00	(See Exhibit E - Sprinkler System Inspection)
Dry Sprinkler System(s)	(1)	✓	\$259.00	(See Exhibit E - Sprinkler System Inspection)
Wet & Dry Standpipe System(s)	(28)	✓	\$536.00	(See Exhibit E - Sprinkler System Inspection)
Fire Pump Annual Testing	(3)	✓	\$1,422.00	(See Exhibit E - Sprinkler System Inspection)
Fire Pump Churn Testing				
Backflow Prevention Device(s)				
Yard Hydrant System(s)				
Fire Hose Inspection				
Annual Investment			\$39,092.00	<i>(Tax Exempt - NOTE: Customer must provide Company with valid exemption certificate to avoid being charged tax.)</i>
Plus Applicable Tax			\$0.00	

ANNUAL INVESTMENT: \$39,092.00

This proposal valid for **30 days** from date above.

Company proposes to bill Customer annually on a schedule in advance of services performed.

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.

A IKPI COMPANY

**Life Safety
MADE SIMPLE**

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
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)	\$125.00	\$104.00
Sprinkler, Alarm or Suppression Labor (Per Hour)	\$151.00	\$126.00
Network Alarm & Security Labor (Per Hour)	\$178.00	\$148.00
2 Hour Minimum Billing		
Overtime Hours - After 4:30 PM Monday through Friday & all day Saturday		
Extinguisher, Restaurant, or Shop Labor (Per Hour)	\$157.00	\$131.00
Sprinkler, Alarm or Suppression Labor (Per Hour)	\$191.00	\$159.00
Network Alarm & Security Labor (Per Hour)	\$223.00	\$186.00
4 Hour Minimum Billing		
Sunday & Holiday Hours - All day Sunday & Holidays **		
Extinguisher, Restaurant, or Shop Labor (Per Hour)	\$181.00	\$151.00
Sprinkler, Alarm or Suppression Labor (Per Hour)	\$220.00	\$183.00
Network Alarm & Security Labor (Per Hour)	\$258.00	\$215.00
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 Joseph Martino
 Printed Name Joseph Martino
 Title Life Safety Advisor
 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)		\$ 7,189.00
<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:	\$ 2,709.00
<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		\$ 4,793.00
<input type="checkbox"/>	After Hours Testing of Audible Alarm Devices		\$ 3,730.00
<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		\$ 384.00
<input type="checkbox"/>	xTEND-GUISHER™ - All-Inclusive Fire Extinguisher Maintenance Plan		#####
<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 Class:	\$ 400.00
<input type="checkbox"/>	Live Hands-On Fire Extinguisher Training - (Plus Cost of Classroom Training)	Per Group:	\$ 750.00

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. **SCOPE OF INSPECTION:** The inspection and testing services provided by this Agreement are designed to determine the functionality of the inspected systems at the time of the inspection/test. The inspection and testing provided under this Agreement does not include: maintenance, repairs, alterations, or replacement of parts or any other field adjustments. COMPANY may choose to offer such services at an additional charge, but is not obligated under this Agreement to do so. The inspections and testing provided under this Agreement are NOT a system survey or engineering analysis of the system, its installation and/or its design. Inspection and testing services under this Agreement are not intended to reveal design or installation flaws or code compliance violations.
Any observations itemized on any inspection and/or testing report do not constitute an engineering review of the fire protection/suppression system installed in your facility. To the extent such are itemized, they were noticed while conducting an inspection and test of your fire protection system in accordance with applicable NFPA Inspection and Testing Guidelines; however, such items are not part of the NFPA required inspection and test. COMPANY makes no guarantee or assurance that all defects or deficiencies in the systems have been itemized.
The scope of work under this Agreement is limited to the provision of inspection and testing services. COMPANY is not required to move personal property, equipment, walls, and ceilings or like materials which may impede access or limit visibility. Areas that are concealed are excluded from the inspection. Company does not warrant that the equipment or systems inspected/tested will meet or comply with the requirements of any fire or life safety code, or regulation of any state, municipality or other jurisdiction of CUSTOMER's particular location.
4. **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. The Company reserves the right to rescind credit terms for non-timely payment; Customer would be required to maintain a valid credit card on file. 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.
5. **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.
6. **WORK OF OTHERS.** Company makes no warranty as to the quality of work performed by others or the functionality and design of the originally installed/modified fire sprinkler/suppression or alarm system(s). Company makes no warranties, express or implied, regarding the adequacy, performance or condition of any fire protection/suppression or notification equipment. Company cannot and does not guarantee that loss or damage will not occur.
7. **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.
8. **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.
9. **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.

10. **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, shortages 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)
	1	High School South	50 Vine Street East Stroudsburg, PA
	2	High School North	
	3	Smithfield	
	4	Resica Falls	
	5	Bushkill	
	6	East Stroudsburg Elementary	
	7	Middle Smithfield	
	8	JM Hill	
	9	JT Lambert	
	10	North Transport	
	11	South Transport	
	12	Waste/Water	
	13	?	
	14	?	
	15	?	
	16	?	
	17	?	
	18	?	
	19	?	
	20	?	

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.^{1,2}

Calibrated sensitivity testing of system smoke detectors, performed bi-annually and as otherwise required.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 assessed.
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.)

- B. Under *Parts Protection Plus™*, 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 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.

EXHIBIT C: PRE ENGINEERED SYSTEM INSPECTIONS

4. IMPORTANT INFORMATION (Cont.)

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.
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
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	Annually
Dry System Valve Trip Test (Full Flow Trip Test) *	Annually
Waterflow Devices & Tamper Switches	Annually
Standpipe Systems	Annually
Backflow Prevention Devices	N/A
Domestic Backflow Prevention Devices	N/A
Fire Pump Testing	Annually
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 scissors 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.



EXHIBIT E: SPRINKLER SYSTEM INSPECTION

4. IMPORTANT INFORMATION (Cont.)

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.
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 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. 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. 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.

Each time water is introduced into the system, through periodic testing [and activations] of the system, the amount of MIC microorganisms increases. In consideration of the foregoing, 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 MIC-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.

EXHIBIT E: SPRINKLER SYSTEM INSPECTION

4. IMPORTANT INFORMATION (Cont.)

15. Company's obligation to perform maintenance on sprinkler system low-point drains (LPDs) is limited to devices that are a) made known to Company by Customer; b) are shown on approved construction drawings or plans that have been shared with the Company; and c) which are readily accessible at the time of service. Owner acknowledges that Company is not liable for any damage resulting from failure to service LPDs not conforming to these requirements.
16. **Water Supply:** Testing and treatment of the water supply, and any costs associated therewith, are not covered by this Agreement and are the sole responsibility of the Customer. Equipment is available that is designed to monitor for conditions that can contribute to internal corrosion inside the water based fire protection system installed in your facility. Such testing and treatment can be provided pursuant to a separate written agreement.
17. **Water Discharge:** Company will make every reasonable effort to prevent the discharge of water into or onto areas of landscaping, decorative pavement, etc. Customer must provide sufficient and readily accessible means to accept the full flow of water that may be required by tests as determined by the type of inspection and accepts all liability for water discharge.
18. **Attics:** Attics are excluded from this agreement unless after the Company's investigation and in its sole discretion the attic and its entry are deemed safe and accessible. Only those attics having a floor-level entry door with stairs, pull down stairs, and/or a permanently mounted access ladder will be considered for inclusion in the agreement. Further, only those attics having appropriate, permanently attached flooring and appropriate lighting will be considered for inclusion in the agreement. Assessment of the suitability of access, flooring and lighting is solely within the discretion of the Company. Any attic deemed safe and accessible must be specifically listed on the front of the Agreement to qualify for inclusion in the Agreement. To the extent that any attic is included in the agreement, only such equipment as is safely visible and accessible from the floored area of the attic will be subject to the agreement.
19. **Temperature:** Customer shall ensure that all areas of the building containing water-filled sprinkler pipe or components shall be maintained at a minimum temperature of 40°F. Company is not responsible for assessing or maintaining building conditions including, but not limited to, the heating, cooling, insulation and conditioning of spaces in which water-filled piping is located. Conditions of temperature for water-filled piping are outside the scope of this inspection. Any questions answered on the report form pertaining to the heating of areas protected by any wet fire sprinkler system piping or components, are observations made by the inspector solely at the time of the inspection and do not ensure the adequacy of heat and/or insulation to prevent any damages or inoperability of any system caused by freezing conditions at any future time.

V.I.E.1



KEYSTONE FIRE PROTECTION CO.

Engineered Fire Protection Specialists

A KPI COMPANY

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North Wales, PA 19454

215-641-0100 Phone
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info@keystonefire.com
www.keystonefire.com

April 16, 2020

William Gouger
East Stroudsburg School District
50 Vine Street
East Stroudsburg , PA, 18301

Phone: (570) 656-4288
Cell:

Our Proposal No. 19-2399

SUBJECT: Fire Alarm System Monitoring

Reference: Set Up Starling for J M Hill

Dear William:

Pursuant to our recent telephone conversation, we are pleased to provide the following proposal to step up monitoring on your Fire Alarm System, as more fully described below.

Scope of Work -

Our work will consist of the following:

- Set up starlink at J M Hill
- IF an antenna is need additional charges will apply

Our Price Does Not Include:

- Overtime, holiday, or night time work hours.

We propose to perform the above-described scope of work in a workmanlike manner for a total price of

..... **\$995.00**

TERMS AND CONDITIONS

1. All terms per Contractor "Installation Terms and Conditions", included with this proposal on a separate sheet.
2. All labor required for installation, testing or supervision, unless otherwise specified, to be performed during normal work day and work week by Contractor qualified non-union labor. Normal hours are 7:00 a.m. to 4:30 p.m., Monday through Friday, except Holidays.
3. Quoted prices do not include any taxes, license, permit, plan review, professional engineering stamps, export duties, or other governmental fees or assessments, unless specifically so stated. If obtained by Contractor, these direct costs will be itemized and added to the proposal price contained herein.

Should there be any questions or comments regarding this proposal, please do not hesitate to contact

Life Safety
MADE SIMPLE

the undersigned. We thank you for the opportunity to present this proposal and look forward to being of further service to you.

Very truly yours,

KEYSTONE FIRE PROTECTION COMPANY

Joseph Martino

Joseph Martino
Life Safety Advisor

Acceptance of Proposal - the above prices, specifications and conditions are satisfactory and are hereby accepted. Your signature below will serve as notice to commence the services described herein. If a purchase order and/or contract are required to authorize the aforementioned work, please indicate "TO FOLLOW" in the space marked "P.O. No.". No work will commence until P.O. and/or contract is received by this office.

Signature _____

Date _____

Print Name _____

P. O. No. _____

**KEYSTONE FIRE PROTECTION COMPANY
INSTALLATION OF EQUIPMENT - TERMS AND CONDITIONS**

1. **AGREEMENT.** This Agreement shall become effective (the "Effective Date") upon the later of (i) execution by the customer ("Customer") identified on the first page of the attached proposal (the "Proposal") and (ii) acceptance and execution of this Agreement by a duly authorized representative of Keystone Fire Protection Co. ("Company").
2. **SALE OF MAINTENANCE, SERVICE, INSTALLATION AND/OR EQUIPMENT.** The Company shall sell to Customer and the Customer shall purchase from the Company the system installation ("System") and/or equipment ("Equipment") identified in the Proposal.
3. **DELIVERY; TITLE AND RISK OF LOSS.** Stock items are available for same-day pickup or next-day shipment from Company's warehouse. All shipments, unless otherwise specified, are quoted F.O.B. origin and may be subject to additional "hazardous material" charges or other special shipping and handling fees. Risk of loss on all shipments shall pass to Customer when the shipments are loaded on board the transporting carrier at the point of departure.
4. **PURCHASE PRICE AND PAYMENT.** Customer shall pay Company the purchase price for the Equipment and System set forth on the Proposal or as otherwise set forth on the Company's invoice. Company's prices are exclusive of insurance, shipping, handling, and taxes. Customer shall have the sole responsibility for payment of all such insurance, shipping, handling, and taxes with respect to the purchase of any Equipment or System. All charges shall be paid NET the number of days from the date of invoice, as set forth above in this proposal. 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. The Company shall not be obligated to extend credit or financing terms to Customer. Customer acknowledges that, other than Company's completion of installation of a System and delivery of Equipment, 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.
5. **EQUIPMENT RETURNS.**
 - a. Stock Items. All unused or returned Equipment will be subject to a 25% restocking charge. The Equipment must be unopened and returned in its original carton in order to receive credit for the return.
 - b. Special Orders. Specially ordered and "non-stock" Equipment will be subject to a 100% restocking charge. No credit will be issued for return of such Equipment.
 - c. Warranty Returns. Equipment returned for warranty must receive a Return Material Authorization (RMA) number. All advance (warranty) replacement components will be billed to the Customer and credited back subject to the findings of the manufacturer's repair department.
6. **INSTALLATION PROVISIONS.** Company shall install the System at Customer's location identified in the Proposal. Company shall install the System in a workmanlike manner and in compliance with applicable law. Installation shall commence on or about the date identified in the Proposal and shall continue until completed. The completion date is an estimate only, and Customer acknowledges that technical problems may arise with respect to the installation of the System and, accordingly, Company shall not be held responsible for any delays caused by unforeseen difficulties or unexpected conditions. If during the installation the Company encounters unforeseen difficulties or discovers unexpected conditions (including, without limitation unexpected hazardous materials, waste or substances), Company shall be permitted to stop work immediately. Company shall contact the Customer so the Customer can instruct the Company as to what steps should be taken in connection with unforeseen difficulties or unexpected conditions. Customer shall pay Company for any additional work performed as a result of such unforeseen difficulties or unexpected conditions. Customer may order additions, deletions, revisions or other changes in the installation 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 28.a of this Agreement.
7. **APPROVAL AND PERMITS.** Unless otherwise specified, Company shall be responsible for obtaining, at Customer's expense, all necessary approvals, permits and documents required by applicable law.
8. **TAXES.** The price does 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 installation of the System. **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 this sale.
9. **GRANT OF SECURITY INTEREST.** Customer, on behalf of the owner and Customer, grants to Company a purchase money security interest in the System and the Equipment to secure payment of the purchase price and grants to Company an irrevocable power of attorney to execute and file UCC-1 Financing Statements on behalf of Customer for the benefit of Company, as secured creditor, to protect the security interest. Upon payment in full of the purchase price, and all associated costs and charges required under this Agreement, title to the system shall pass to Customer. Company shall have all of the rights of a secured creditor under the Uniform Commercial Code in Pennsylvania including the right to enter Customer's premises and to disable or remove the System and Equipment, or both.
10. **TERMINATION.** Company may terminate this Agreement immediately or cease or suspend performance of Services in the event: (i) Customer is delinquent in payment of any sums due under this Agreement; (ii) Customer files a petition in bankruptcy; (iii) Customer has a bankruptcy petition filed against it; (iv) Customer is unable to pay its debts as they mature; or (v) Customer makes an assignment for the benefit of its creditors. In the event this Agreement is terminated for any reason, the balance of the purchase price and all associated costs and charges required to be paid by Customer under this Agreement including, without limitation, an amount equal to the profit Company would have received had the work been completed, shall be immediately due and payable by Customer.
11. **LOCATION ENVIRONMENT.** Customer will prepare and maintain the location in conformance with Company's site specifications as defined in the appropriate site preparation document. Customer shall furnish Company with surveys describing the physical characteristics, legal limitations and utility locations for the location.
12. **FORCE MAJEURE.** Company shall be relieved of liability for failure to perform, or for delay in performing, any of its obligations under this Agreement during any period in which such performance becomes impossible or impractical for any reason beyond the reasonable control of Company, including, without limitation, inclement weather, due to war, civil disturbance, act of government, shortage of or inability to receive supplies, labor disturbance, act of God, damage to plant, equipment or facilities or delays in transportation, or Customer's denial to Company of full access to the Equipment or System.

**KEYSTONE FIRE PROTECTION COMPANY
INSTALLATION OF EQUIPMENT - TERMS AND CONDITIONS**

13. 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.

14. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES.

- a. Company warrants that all Services and installation of the Equipment and/or System 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.

15. 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.

16. 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 16.

17. 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 17 shall continue in effect notwithstanding any payment in full by Customer for the System and Equipment. Customer further understands that Company is relying upon this limitation in determining the cost of the System and Equipment.

18. WAIVER OF SUBROGATION. Each party waives rights of subrogation against the other party to the extent of their respective first party insurance coverage, for any and all losses suffered by either party, whether or not caused by the negligence of the Customer or the Company or those for whom they are responsible; provided that this release shall be in force and effect only with respect to loss or damage occurring during the time each party's insurance policies contain a clause to the effect that this release shall not affect such policies or the right of the insured to recover. Each party agrees that its first party insurance policies will contain a clause so long as the same is obtainable without extra costs, or if extra cost is chargeable, so long as the other party pays such extra cost.

19. 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.

20. 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.

21. HAZARD TO PERSONNEL. Customer represents and warrants that, except as otherwise disclosed to Company in writing, in the areas where Company will install the System 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.

22. INSURANCE. Customer represents and warrants to Company that it has adequate liability insurance coverage to cover the work to be performed under the Agreement and shall provide Company with evidence of such insurance upon request of Company.

23. HEADINGS. Section headings shall have no effect on the meaning of this Agreement, and are included only for convenience of reference.

24. TOOLS. Any special equipment, tools, dies, fixtures, or jigs produced or acquired by Company for the manufacture or installation of articles under this Agreement shall remain the property of the Company.

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

26. ELECTRIC POWER CONNECTION. When electric is required for System operation, Customer will provide a separately fused (120 VAC, 60 Hz, 20 Amp) primary power with ground within 6 feet of control panel location. To assure uninterrupted service, this power should come from the main electric distribution center.

**KEYSTONE FIRE PROTECTION COMPANY
INSTALLATION OF EQUIPMENT - TERMS AND CONDITIONS**

27. SERVICES NOT INCLUDED.

- a. When a labor price is submitted, it is based on all work being performed during a five (5) day, forty (40) hour work week. If overtime or premium time is performed, an additional charge will be made to the Customer. Normal work weeks are 8 a.m. to 4:30 p.m., Monday through Friday, except holidays.
- b. Unless otherwise specifically provided in this Agreement, Customer shall be responsible for and agrees to perform all necessary patching of masonry work, painting, carpentry work and the like.
- c. Customer shall provide wiring, conduit and labor to connect the provided pressure switches to equipment to be turned on or off such as alarms, motors, conveyors, fans or cooking equipment.
- d. Customer shall provide necessary hardware and linkage to permit automatic closing of doors, windows, duct dampers, etc, upon actuation of any provided pressure release trip device. Unless specifically indicated in this Agreement, services do not include costs for any discharge or concentration tests required by approval authorities.
- e. No provision to exhaust any discharged agent is included in this Agreement.
- f. Should an employee of Company be required to attend a "right to know" session at Customer's location, a surcharge will be added to the final invoice.

28. MISCELLANEOUS.

- a. Entire Agreement; Modifications. This Agreement (including the Proposal) 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 28.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 28.e.
- f. Assignment; Binding Effect. 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. 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.
- h. 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.***
- 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

END OF SECTION



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:	4/16/2020
East Stroudsburg SD	J M Hill	LIFE SAFETY ADVISOR:	190
50 Vine Street	151 E Broad Street	PROPOSAL NO:	19-2400
East Stroudsburg, PA	East Stroudsburg, PA	AGREEMENT EFFECTIVE	
18301	18301	FROM:	5/1/2020
ATTN: William Gouger	<input type="checkbox"/>	TO:	5/1/2023
PHONE: (570) 424-8500			
CELL: (570) 656-4288			

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	(1) ✓	\$590.00	(See Exhibit M - Subscriber Monitoring Agreement)
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)			
Wet Sprinkler System(s)			
Dry Sprinkler System(s)			
Wet & Dry Standpipe System(s)			
Fire Pump Annual Testing			
Fire Pump Churn Testing			
Backflow Prevention Device(s)			
Yard Hydrant System(s)			
Fire Hose Inspection			
Annual Investment		<u>\$590.00</u>	<i>(Tax Exempt - NOTE: Customer must provide Company with valid exemption certificate to avoid being charged tax.)</i>
Plus Applicable Tax		<u>\$0.00</u>	

ANNUAL INVESTMENT: **\$590.00** This proposal valid for **30 days** from date above.

Company proposes to bill Customer **annually on a schedule in advance of services performed.**

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)	\$125.00	\$104.00
Sprinkler, Alarm or Suppression Labor	(Per Hour)	\$151.00	\$126.00
Network Alarm & Security Labor	(Per Hour)	\$178.00	\$148.00
2 Hour Minimum Billing			
Overtime Hours - After 4:30 PM Monday through Friday & all day Saturday			
Extinguisher, Restaurant, or Shop Labor	(Per Hour)	\$157.00	\$131.00
Sprinkler, Alarm or Suppression Labor	(Per Hour)	\$191.00	\$159.00
Network Alarm & Security Labor	(Per Hour)	\$223.00	\$186.00
4 Hour Minimum Billing			
Sunday & Holiday Hours - All day Sunday & Holidays **			
Extinguisher, Restaurant, or Shop Labor	(Per Hour)	\$181.00	\$151.00
Sprinkler, Alarm or Suppression Labor	(Per Hour)	\$220.00	\$183.00
Network Alarm & Security Labor	(Per Hour)	\$258.00	\$215.00

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 Joseph Martino

Printed Name Joseph Martino

Title Life Safety Advisor

Date 4/16/2020

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 checked="" type="checkbox"/>	Smoke Detector Sensitivity Testing - required by NFPA Pamphlet 72 (bi-annually)		Included
<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:	N/A
<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 checked="" type="checkbox"/>	Smoke Detector Cleaning		Included
<input type="checkbox"/>	After Hours Testing of Audible Alarm Devices		N/A
<input type="checkbox"/>	Central Station Monitoring - One-Time Equipment Set-Up Investment		\$ -
<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		N/A
<input type="checkbox"/>	ePlace™ - Extinguisher and Field Device Placement Reporting		N/A
<input type="checkbox"/>	Employee Fire Extinguisher Training - Classroom Only (2 Hr. Minimum)	Per Class:	\$ 400.00
<input type="checkbox"/>	Live Hands-On Fire Extinguisher Training - (Plus Cost of Classroom Training)	Per Group:	\$ 750.00

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. SCOPE OF INSPECTION:** The inspection and testing services provided by this Agreement are designed to determine the functionality of the inspected systems at the time of the inspection/test. The inspection and testing provided under this Agreement does not include: maintenance, repairs, alterations, or replacement of parts or any other field adjustments. COMPANY may choose to offer such services at an additional charge, but is not obligated under this Agreement to do so. The inspections and testing provided under this Agreement are NOT a system survey or engineering analysis of the system, its installation and/or its design. Inspection and testing services under this Agreement are not intended to reveal design or installation flaws or code compliance violations.
- Any observations itemized on any inspection and/or testing report do not constitute an engineering review of the fire protection/suppression system installed in your facility. To the extent such are itemized, they were noticed while conducting an inspection and test of your fire protection system in accordance with applicable NFPA Inspection and Testing Guidelines; however, such items are not part of the NFPA required inspection and test. COMPANY makes no guarantee or assurance that all defects or deficiencies in the systems have been itemized.
- The scope of work under this Agreement is limited to the provision of inspection and testing services. COMPANY is not required to move personal property, equipment, walls, and ceilings or like materials which may impede access or limit visibility. Areas that are concealed are excluded from the inspection. Company does not warrant that the equipment or systems inspected/tested will meet or comply with the requirements of any fire or life safety code, or regulation of any state, municipality or other jurisdiction of CUSTOMER's particular location.
- 4. 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 1.5% 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. The Company reserves the right to rescind credit terms for non-timely payment; Customer would be required to maintain a valid credit card on file. 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.
- 5. 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.
- 6. WORK OF OTHERS.** Company makes no warranty as to the quality of work performed by others or the functionality and design of the originally installed/modified fire sprinkler/suppression or alarm system(s). Company makes no warranties, express or implied, regarding the adequacy, performance or condition of any fire protection/suppression or notification equipment. Company cannot and does not guarantee that loss or damage will not occur.
- 7. 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.
- 8. 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.
- 9. 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.

- 10. 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)
	1	J M Hill	151 E Broad Street East Stroudsburg, PA
	2		
	3		
	4		
	5		
	6		
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	10		
	11		
	12		
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	19		
	20		

LIST OF SYSTEM(S) TO BE SERVICED:

LOC.	SYS.	INSP.			
NO.	NO.	DUE	SYSTEM TYPE	AREA PROTECTED	DESCRIPTION OF SYSTEM
1	1	Nov	Central Station Monitoring	Building	Set up monitoring on Notifier 640 panel



Engineered Fire Protection Specialists

Testing and treatment of the water supply, and any costs associated therewith, are not covered by this Agreement and are the sole responsibility of the Customer. Equipment is available that is designed to monitor for conditions that can contribute to internal corrosion inside the water based fire protection system installed in your facility. Such testing and treatment can be provided pursuant to a separate written agreement.

17. **Water Discharge:** Company will make every reasonable effort to prevent the discharge of water into or onto areas of landscaping, decorative pavement, etc. Customer must provide sufficient and readily accessible means to accept the full flow of water that may be required by tests as determined by the type of inspection and accepts all liability for water discharge.
18. **Attics:** Attics are excluded from this agreement unless after the Company's investigation and in its sole discretion the attic and its entry are deemed safe and accessible. Only those attics having a floor-level entry door with stairs, pull down stairs, and/or a permanently mounted access ladder will be considered for inclusion in the agreement. Further, only those attics having appropriate, permanently attached flooring and appropriate lighting will be considered for inclusion in the agreement. Assessment of the suitability of access, flooring and lighting is solely within the discretion of the Company. Any attic deemed safe and accessible must be specifically listed on the front of the Agreement to qualify for inclusion in the Agreement. To the extent that any attic is included in the agreement, only such equipment as is safely visible and accessible from the floored area of the attic will be subject to the agreement.
19. **Temperature:** Customer shall ensure that all areas of the building containing water-filled sprinkler pipe or components shall be maintained at a minimum temperature of 40°F. Company is not responsible for assessing or maintaining building conditions including, but not limited to, the heating, cooling, insulation and conditioning of spaces in which water-filled piping is located. Conditions of temperature for water-filled piping are outside the scope of this inspection. Any questions answered on the report form pertaining to the heating of areas protected by any wet fire sprinkler system piping or components, are observations made by the inspector solely at the time of the inspection and do not ensure the adequacy of heat and/or insulation to prevent any damages or inoperability of any system caused by freezing conditions at any future time.

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 Company, hereinafter called "Alarm Company", and has entered into an agreement with EMERGENCY Twenty Four, Inc. or its assigns, hereinafter called "Central Station", the terms of which provide for Monitoring of Incoming Signal from Subscriber's local protective system located at above stated address and Central Station'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 company, and said system is to be kept in working order by Subscriber. Central Station cannot be responsible at any time for its working condition or any failure of same and therefore the sole duty of Central Station is to maintain in working order its Monitoring Receiving Facility. Central Station 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 Central Station from Subscriber's Alarm 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 Central Station 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 Central Station, in the event Central Station 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 Central Station, 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 Alarm Company contracts with Central Station for the performance of monitoring duties for the Subscriber. In the event that Alarm Company notifies Central Station of its termination of service for the performance of monitoring duties for the Subscriber for any reason or in the event that Alarm Company fails or refuses to make payment for services furnished or to be furnished to the Subscriber, Central Station 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 Central Station's responsibilities hereunder shall come to an end as if the date fixed in such notice was the term fixed in the agreement between Central Station and Alarm Company and neither party hereto shall have any claim against the other.
11. Central Station shall not be liable for any loss or damage caused by defects or deficiencies in the electro-protective equipment nor shall it incur any liability for any delay in response time or non-response of police, fire or other authorities, institutions or individuals notified by it.
12. Central Station 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 Central Station are received solely by means of telephone communication.
13. Central Station 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 Central Station is not an insurer and that it is not the intention of the parties that Central Station 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 Central Station 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 Central Station by virtue of this Agreement or because of the relation hereby established, whether due to the negligence of Central Station 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 Central Station to assume greater liability for the performance of its services hereunder, a choice is hereby given to obtaining full or limited liability by paying an 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 Central Station and additional charges. That the rider and additional obligation shall in no way be interpreted to hold Central Station as an insurer.
15. Subscriber hereby releases discharges, and agrees to hold Central Station and Alarm 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 Central Station and Alarm Company against, defend and hold Central Station and Alarm Company harmless from any claims for subrogation which may be brought against Central Station and/or Alarm 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 Alarm 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 Central Station 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, Alarm Company and Central Station). No verbal changes will be accepted.

ESASD BUDGETED CAPITAL PLAN UPDATED 04/27/2020					
Capital Fund Beginning Balance, July 1, 2019					\$29,175,162.00
BOARD APPROVED CAPITAL PROJECTS IN PROGRESS	2019-2020	2020-2021	2021-2022	2022-2023	TOTAL
HSN/LIS Roofing	\$3,504,318	\$3,504,318			\$7,008,635
ATC Replacement HSN/LIS	\$1,437,500	\$1,437,500			\$2,875,000
HSN Water Heater	\$267,000				\$267,000
Resica Shingle Roof Replacement&Flat Rubber Roof	\$667,715				\$667,715
Resica Gutters & Downspouts	\$30,000				\$30,000
SMI PA System Replacement		\$23,590			\$23,590
Camera System Upgrades (ESE)	\$146,000				\$146,000
HSS Javelin Runway Resurfacing		\$18,000.00			\$18,000
HSN Gym Floor Power Vent Air Flow & Deductible		\$15,880.00			\$15,880
Resica Carpet Replacement		\$303,780.00			\$303,780
JTL Carpet Replacment		\$535,800.00			\$535,800
Subtotal:	\$6,052,533	\$5,838,868	\$0	\$0	\$11,891,400
COMMITTEE REVIEWED CAPITAL PROJECTS	2019-2020	2020-2021	2021-2022	2022-2023	TOTAL
HSS Roof Repairs	\$25,000	\$25,000	\$25,000	\$25,000	\$100,000
Camera System Upgrades(North Campus)	\$637,801				\$637,801
Camera System Upgrades(South Campus)	\$520,136				\$520,136
JM Hill Lighting Upgrade	\$140,000				\$140,000
HSS Re-Grout Ceramic Tile Pool Shell	\$39,000				\$39,000
North/Lehman Lighting Upgrades	\$120,900				\$120,900
JTL Auditorium Refurbishment	\$225,000				\$225,000
North Campus Paving	\$839,701	\$839,701	\$839,701	\$839,701	\$3,358,804
(Telecenter U) P.A. System Upgrades (Resica)		\$25,000			\$25,000
HSS Field House Repairs/Upgrades		\$1,853,495			\$1,853,495
JTL Replace Exterior Dust Collector		\$39,000			\$39,000
JTL New Cinder Track & Curb		\$78,000			\$78,000
Bushkill HVAC Upgrades-Pneumatics/Boilers/Chiller			\$1,000,000		\$1,000,000
Resica Paving Mill/Overlay Repairs			\$192,500	\$192,500	\$385,000

**East Stroudsburg Area SD
Current Capital Projects
As of 4/8/2020**

	Date	North Campus Camera Installation	Date	North HS/Lehman Roof Project	Date	North HS/Lehman ATC Upgrade	Date	Resica Roof Project C&D WaterProofing Corp.	Date	South Campus Camera Installation	Date	North HS/Lehman Hot Water Replacement	Totals
Vendor	6071	Guyette Communications	6084	Jottan, Inc	3181	Trane	1237			CRCS Inc.		JBM	
Original Bid	3/18/2019	\$ 342,736.00	3/18/2019	\$ 7,008,635.00	10/15/2018	\$ 2,838,638.00	3/18/2019	\$ 667,715.00	5/7/2019	\$ 303,182.32		\$ 300,000.00	\$ 11,460,906.32
Application 1	6/27/2019	\$ 92,659.50	7/11/2019	\$ 1,215,862.00	6/27/2019	\$ 254,474.80	8/5/2019	\$ 8,685.00	9/3/2019	\$ 181,221.75	12/9/2019	\$ 230,850.00	\$ 1,983,753.05
Application 2	6/27/2019	\$ 73,026.90	8/25/2019	\$ 1,606,698.90	7/11/2019	\$ 582,096.10	8/5/2019	\$ 55,401.75	9/24/2019	\$ 66,365.35			\$ 2,383,589.00
Application 3	7/11/2019	\$ 47,303.10	9/3/2019	\$ 251,595.00	8/25/2019	\$ 625,771.38	8/6/2019	\$ 207,513.90	10/31/2019	\$ 54,095.22			\$ 1,186,278.60
Application 4	9/3/2019	\$ 22,466.70	9/23/2019	\$ 430,171.08	9/3/2019	\$ 447,537.89	9/3/2019	\$ 176,615.10					\$ 1,076,790.77
Application 5	9/3/2019	\$ 24,674.40	10/31/2019	\$ 286,863.89	9/12/2019	\$ 424,072.99	9/30/2019	\$ 78,601.50					\$ 814,212.78
Application 6	9/26/2019	\$ 82,605.40	12/27/2019	\$ 191,004.88	10/31/2019	\$ 169,296.19	10/31/2019	\$ 26,318.25					\$ 469,224.72
Application 7							12/9/2019	\$ 5,175.00					\$ 5,175.00
Application 8							12/31/2019	\$ 32,230.50					\$ 32,230.50
Total Payments to Date		\$ 342,736.00		\$ 3,982,195.75		\$ 2,503,249.35		\$ 590,541.00		\$ 301,682.32		\$ 230,850.00	\$ 7,951,254.42
Left on Contract		\$ -		\$ 3,026,439.25		\$ 335,388.65		\$ 77,174.00		\$ 1,500.00		\$ 69,150.00	\$ 3,509,651.90
Completion Percentage		100%		57%		88%		88%		100%		77%	69%

\$ 451,768.00
30 year warranty

\$ 9,700.00
30 year warranty

D'Huy Engineering 1446	9/28/2018	\$ 690.33	9/28/2018	\$ 1,295.33	03/26/2019	\$ 1,556.24	02/27/2019	\$ 1,656.02	5/20/2019	\$ 11,900.00	03/26/2019	\$ 1,556.24	\$ 18,654.16
	12/3/2018	\$ 10,010.00	9/28/2018	\$ 8,179.67	04/16/2019	\$ 8,943.76	03/26/2019	\$ 7,793.98	6/5/2019	\$ 868.00	04/16/2019	\$ 8,943.76	\$ 44,739.17
	1/17/2019	\$ 2,002.00	12/3/2018	\$ 3,425.00	05/13/2019	\$ 5,267.50	04/16/2019	\$ 5,499.99	6/25/2019	\$ 1,296.46	05/13/2019	\$ 5,267.50	\$ 22,758.45
	2/19/2019	\$ 1,001.00	2/27/2019	\$ 8,595.06	06/05/2019	\$ 1,126.25	05/13/2019	\$ 2,000.01	6/30/2019	\$ 731.55	06/05/2019	\$ 1,126.25	\$ 14,580.12
	2/27/2019	\$ 3,003.00	3/26/2019	\$ 18,500.30	06/25/2019	\$ 2,252.50	06/25/2019	\$ 6,420.03	8/31/2019	\$ 1,163.99	06/25/2019	\$ 2,252.50	\$ 33,592.32
	6/5/2019	\$ 3,000.01	3/26/2019	\$ 38,129.94	08/23/2019	\$ 840.00	08/23/2019	\$ 5,638.76	9/27/2019	\$ 2,128.00	08/23/2019	\$ 840.00	\$ 50,576.71
	6/25/2019	\$ 2,576.36	5/13/2019	\$ 24,500.28	08/23/2019	\$ 980.00	08/23/2019	\$ 1,372.24	10/25/2019	\$ 2,128.00	08/23/2019	\$ 980.00	\$ 32,536.88
	6/30/2019	\$ 975.61	6/5/2019	\$ 18,207.30	8/31/2019	\$ 3,938.25	8/31/2019	\$ 4,674.01			8/31/2019	\$ 599.99	\$ 28,395.16
	8/31/2019	\$ 479.83	6/25/2019	\$ 15,000.22	9/27/2019	\$ 1,312.75	9/27/2019	\$ 2,337.00			9/27/2019	\$ 840.00	\$ 19,969.80
	10/25/2019	\$ 479.83	8/23/2019	\$ 20,000.45	10/25/2019	\$ 1,312.75	10/25/2019	\$ 2,337.00					\$ 24,130.03
			8/23/2019	\$ 20,000.45	12/27/2019	\$ 787.65	12/27/2019	\$ 2,337.00					\$ 23,125.10
			8/31/2019	\$ 25,000.20	1/31/2020	\$ 525.10	1/31/2020	\$ 1,402.20					\$ 26,927.50
			8/31/2019	\$ 1,577.48			2/28/2020	\$ 934.80					\$ 2,512.28
			9/27/2019	\$ 25,000.20									\$ 25,000.20
			9/27/2019	\$ 425.00									\$ 425.00
			10/25/2019	\$ 32,367.60									\$ 32,367.60
			12/27/2019	\$ 3,067.25									\$ 3,067.25
			1/31/2020	\$ 2,748.37									\$ 2,748.37
			2/28/2020	\$ 2,295.04									\$ 2,295.04
		\$ 24,217.97		\$ 268,315.14		\$ 28,842.75		\$ 44,403.04		\$ 20,216.00		\$ 22,406.24	\$ 408,401.14