

LIN-RAY FARMS

V.I.A.I

INVOICE

Trailer and Equipment Sales

DATE: 10/27/2022
 INVOICE # 13189
 Customer ID E. Stroudsburg

Sales Quote

Lin Laurenson
 9871 US 220 Hwy.
 Hughesville, PA 17737

570-772-1073 call or text

BILL TO:
 East Stroudsburg School District
 50 Vine Street
 East Stroudsburg, PA 18301
 Supervisor of Grounds
 C/O Daryle Miller
 570-656-4284 cell
 Email: daryle-miller@esasd.net

SHIP TO (if different):

Customer pick up

SALESPERSON	P.O. #	SHIP DATE	SHIP VIA	F.O.B.	TERMS

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
SLG 68 V	SLG 68 V	1		6,500.00
	Serial # SLG-68 TBD			-
	Standard Mesh included , Pre wired 10 gauge cord			-
	Deposit Ck #			-
	PA Sales Tax exempt			-
	Exempt #			-
	Will hold machine until time of pickup N/C			-
	Additional mesh available 400.00 per piece!			-
				-
				-

SUBTOTAL	\$6,500.00
TAX RATE	0.000%
TAX	\$-
S & H	\$-
OTHER	\$-
TOTAL	\$6,500.00

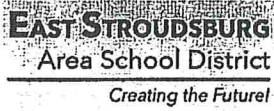
Other Comments or Special Instructions

1. Total payment due before delivery !
2. Please make checks payable to Lin-Ray Farms !
3. Please include the invoice number on your check !
4. All out of State checks require ID or bank letter !

Make all checks payable to
 Lin-Ray Farms

If you have any questions about this invoice, please contact
 Lin Laurenson
 570-772-1073

Thank You For Your Business!



V.I.A. 2

Daryle Miller <daryle-miller@esasd.net>

Desite SLG-68 screener

1 message

Tim Kitzmiller <timk@buckandknobby.com>
To: daryle-miller@esasd.net

Wed, Nov 9, 2022 at 12:49 PM

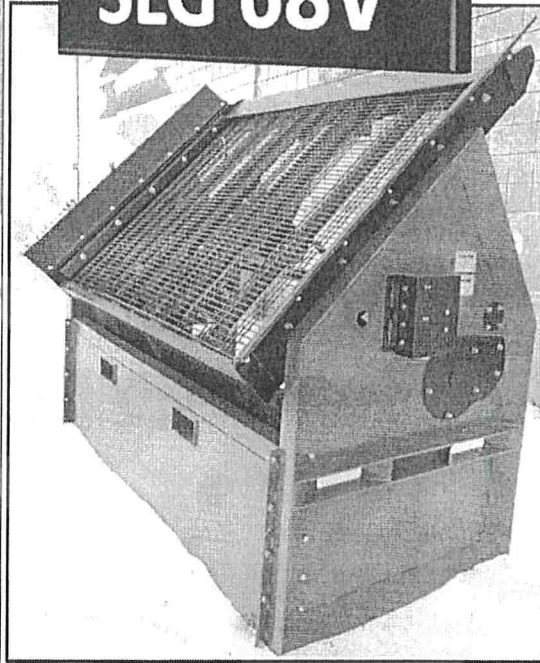
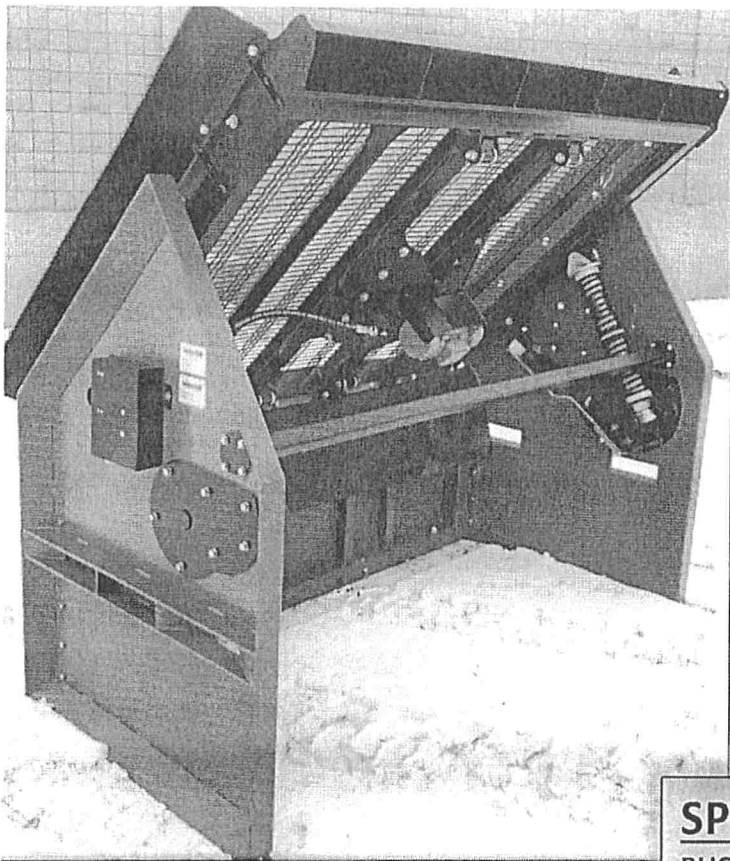
Daryle, here is our quote for (1) Desite SLG-68-V screen plant. Brochure attached.

1 each new Desite SLG-68-V screener. \$7,155 (add \$450.00 for bucket transport option)

--
Tim Kitzmiller
Sales Manager
Buck & Knobby Equipment Co
6220 Sterns Rd (US 23 @ Exit 1)
Ottawa Lake Mi 49267
734-856-2811 Fax 734-856-2709
419-392-0893 Mobile
www.buckandknobby.com

 spec sheet slg 68v.pdf
678K

SLG 68V



SPECIFICATIONS

BUCKETS UP TO 66"

WIDTH – 89"

HEIGHT – 78"

DEPTH – 44"

WEIGHT – 1425 LBS

SCREEN MESH – ¾ X 4" WIRE ELONGATED

SCREEN DECK – 52" X 72"

SCREENING SURFACE – 25 SQ FT

PRODUCTIVITY – 20 TO 30 YARDS PER HOUR

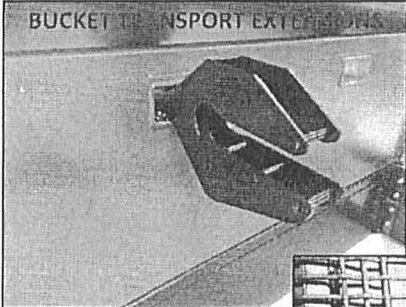
VIBRATORY SYSTEM – ECCENTRIC ROTATION

VOLTAGE – 110 VOLT (3600 RPM)

FORCE – 760 FT/LBS

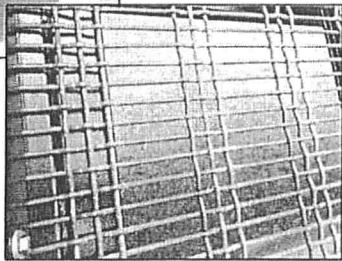
ACCESSORIES

- BUCKET LIFT EXTENSIONS
- 25 FT 10 GAUGE TWIST LOCK EXTENSION CORD
- ADDITIONAL MESH SIZES FROM ¼ TO 4"



BUCKET TRANSPORT EXTENSIONS

¾ x 4" Double
Lock Crimp
Wire Mesh



DESIGNED TO PERFORM

CHECK OUT OUR LATEST VIDEOS TODAY!

1-877-254-7903

YouTube

www.idmabc.com



Columbia Equipment Sales, Inc.
 236 Heidel Circle
 Wartburg, TN 37887 US
 +1 5092641129
 gsdcbad@gmail.com

VI. A.3

Estimate 3682

ADDRESS	SHIP TO	DATE	TOTAL
Daryle Miller East Stroudsburg Area School District 50 Vine ST. East Stroudsburg, PA 18301 (570) 424-8500	Daryle Miller East Stroudsburg Area School District 50 Vine ST. East Stroudsburg, PA 18301 (570) 424-8500	11/03/2022	\$7,750.00

ACTIVITY	QTY	RATE	AMOUNT
DeSite SLG 68V Comes with 3600rpm (110 Volt) Vibratory Pack Tilting Screen Deck 25ft (10 gauge) Electric Cord 3/4 x 4 Elongated (double lock crimp) mesh Warranty 3 Years on Structure (under normal use) 1 Year on Electrical	1	6,250.00	6,250.00
Freight *This quotation valid for 10 days*	1	1,500.00	1,500.00
Daryle Miller daryle-miller@esasd.net (570) 424-8500 Please call or email Brad with any questions. gsdcbrad@gmail.com 613 623-3319 877-254-7903 or 509-264-1129		SUBTOTAL	7,750.00
		TAX	0.00
		TOTAL	\$7,750.00

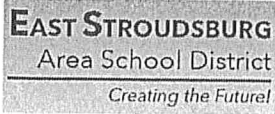
THANK YOU.

Accepted By

Accepted Date

It is the responsibility of the purchaser to ensure all the taxes are paid in accordance to their state laws.

3% Fee applies to all Credit Card Payments
 2% Monthly Interest Applies to All Overdue Invoices



V.I.A. 4

Amy Famighetti <amy-famighetti@esasd.net>

Form 611

1 message

Google Forms <forms-receipts-noreply@google.com>
To: amy-famighetti@esasd.net

Fri, Jan 27, 2023 at 11:12 AM

Thanks for filling out

Form 611

Here's what was received.

Edit response

Form 611

MUST BE COMPLETED FOR ANY PROCUREMENT OF A SERVICE OR ITEM OVER \$5,000.00

Your email (amy-famighetti@esasd.net) was recorded when you submitted this form.

Untitled Section

Untitled Section

FORM 611

EAST STROUDSBURG AREA SCHOOL DISTRICT

Procurement Form

Name of Requestor *

Daryle Miller

Untitled Title

Department *

Grounds and Maintenance

Building *

District

What service or item are requesting *

Soil Screener

Why are you requesting the service or item *

Need for District Use

Suggested replacement *

none

Please complete an independent Cost Analysis. (Pre-determine costs prior to contacting a vendor.)

6500.00

Cost Estimate: if over \$5,000, were three (3) quotes obtained? If yes, please list the vendor's information and quoted amount. *

YES

What is the total cost of the purchase? *

6500.00

Procurement Method: *

- Quote Received only one Proposal
- Request for Proposal (RFP)
- Bid
- Other: provided three quotes

Was this purchase budgeted? *

No ▼

Was this purchased through a PA State Contract or Approved Consortiums? If yes, select group.

- Yes
- Pennsylvania State Contract
- COSTARS
- Keystone Purchasing Network
- PEPPM National Contract Program (Technology Bidding and Purchasing)
- US Communities

No

If item was purchased through a Pa State Contract or approved Consortium, please include contract number.

Which Fund will be charged? *

10 ▼

What account will be charged? *

2630
10-~~2620~~-432-000-00-013-000-0000

Selection of the winning proposal, was the lowest price selected? If not, please explain why and the process of selecting the vendor. *

lowest price

Any additional information you would like to provide.

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V.B.1



D'HUY Engineering, Inc.
One East Broad Street, Suite 310 Bethlehem, PA 18018
Phone: 610.865.3000 www.dhuy.com

INVOICE

No. 56814
12/30/2022

East Stroudsburg Area School District

50 Vine Street
East Stroudsburg, PA 18301
Craig Neiman

<p>H.S. North Natatorium Roof Replacement</p> <p>287030</p> <p>For Services Rendered From November 26, 2022 To December 30, 2022</p> <p>DEI Fee: 7% of \$884,400 = \$61,908</p>

00 - Basic Services

<u>Contract Amount</u>	<u>Previously Billed</u>	<u>% Complete</u>	<u>Invoice Amount</u>
\$61,908.00	\$56,651.76	93.29	\$1,102.21

INVOICE TOTAL \$1,102.21

Y

V.I.B.2



D'HUY Engineering, Inc.
One East Broad Street, Suite 310 Bethlehem, PA 18018
Phone: 610.865.3000 www.dhuy.com

INVOICE

No. 56815
12/30/2022

East Stroudsburg Area School District

50 Vine Street
East Stroudsburg, PA 18301
Craig Neiman

<p>Resica ES HVAC Replacement</p> <p>287036</p> <p>For Services Rendered From November 26, 2022 To December 30, 2022</p> <p>DEI fee: \$206,500 (7% of \$2,950,000 estimated cost)</p>

00 - Basic Services

<u>Contract Amount</u>	<u>Previously Billed</u>	<u>% Complete</u>	<u>Invoice Amount</u>
\$206,500.00	\$21,145.60	16.07	\$12,038.95

INVOICE TOTAL \$12,038.95

VI.B.3



D'HUY Engineering, Inc.

One East Broad Street, Suite 310 Bethlehem, PA 18018

Phone: 610.865.3000

www.dhuy.com

INVOICE

No. 56816

12/30/2022

East Stroudsburg Area School District

50 Vine Street

East Stroudsburg, PA 18301

Craig Neiman

High School North and Lehman I.S. Rooftop Equipment Replacement
287037
 For Services Rendered From November 26, 2022 To December 30, 2022

DEI fee: \$105,000 (7% of \$1,500,000 estimated cost)

00 - Basic Services

<u>Contract Amount</u>	<u>Previously Billed</u>	<u>% Complete</u>	<u>Invoice Amount</u>
\$105,000.00	\$21,945.00	26.83	\$6,226.50

INVOICE TOTAL \$6,226.50

V.I.B.4



D'HUY Engineering, Inc.
One East Broad Street, Suite 310 Bethlehem, PA 18018
Phone: 610.865.3000 www.dhuy.com

INVOICE

No. 56817
12/30/2022

East Stroudsburg Area School District

50 Vine Street
East Stroudsburg, PA 18301
Craig Neiman

<p>High School South and J.M. Hill Flooring Replacement</p> <p>287038</p> <p>For Services Rendered From November 26, 2022 To December 30, 2022</p>
<p>DEI fee: \$91,000 (7% of \$1,300,000 estimated cost)</p>

00 - Basic Services

<u>Contract Amount</u>	<u>Previously Billed</u>	<u>% Complete</u>	<u>Invoice Amount</u>
\$91,000.00	\$18,363.80	40.00	\$18,036.20

INVOICE TOTAL \$18,036.20

APPLICATION AND CERTIFICATION FOR PAYMENT (SUMMARY SHEET) -1

Invoice: 313324131

To: EAST STROUDSBURG SCHOOL DIST
 CONTRACT NAME: EAST STROUDSBURG ASD BUSHKILL
 APPLICATION NO: 06
 APPLICATION DATE: 30-JAN-2023
 PERIOD TO: 31-JAN-2023
 CUST PO NO: Signed LOC
 From: Trane
 1185 NORTH WASHINGTON STREE
 WILKES BARRE, PA 18705
 CONTRACT LOCATION: 131 NORTH SCHOOL DRIVE
 DINGMANS FERRY, PA 18328
 CONTRACT DATE: 25-OCT-2021
 CONTRACT NO: CID00096217

APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

- 1 ORIGINAL CONTRACT SUM: \$19,671.00
- 2 NET CHANGE BY CHANGE ORDERS: \$2,929,988.00
- 3 CONTRACT SUM TO DATE (Line 1 +/- 2) \$2,949,659.00
- 4 TOTAL COMPLETED & STORED TO DATE: (Column G on Detail Sheet) \$2,012,216.24
- 5 RETAINAGE:
 - a. 0.00% of Completed Work: \$0.00
 (Columns D + E on Detail Sheet)
 - b. 0.00% of Stored Material: \$0.00
 (Column F on Detail Sheet)
 Total Retainage: \$0.00
 (Line 5a+5b or Total in Column I of Detail Sheet)
- 6 TOTAL EARNED LESS RETAINAGE: (Line 4 less Line 5 Total) \$2,012,216.24
- 7 LESS PREVIOUS CERTIFICATES FOR PAYMENT: \$1,747,416.24
 (Line 6 from prior Certificate)
- 8 CURRENT PAYMENT DUE: \$264,800.00
 (Before Applicable Sales Taxes)
- 9 BALANCE TO FINISH, INCLUDING RETAINAGE: \$937,442.76
 (Line 3 less line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$2,930,088.00	\$100.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$2,930,088.00	\$100.00
NET CHANGE BY CHANGE ORDERS:	\$2,929,988.00	

The undersigned Company Certifies that to the best of the Company's knowledge, information and belief, the work covered by this Application For Payment has been completed in accordance with the Contract Documents, and that current payment shown herein is now due

COMPANY: Trane
 BY: _____ Date: _____
 State of: _____
 County of: _____
 Subscribed and sworn to before
 Me this _____ day of _____
 My Commission expires: _____

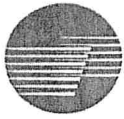
CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the undersigned company Certifies that to the best of their knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the company indicated above is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$264,800.00
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Detail Sheet that are changed to conform to the amount certified.)

CERTIFIER: _____ Date: 2/1/23
 BY: Joshua Grice
 ACCEPTANCE: _____ Date: _____
 BY: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the company named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the party under this Contract.



TRANE

Trane U.S. Inc.
3600 Pammel Creek Road
La Crosse, WI 54601-7599
United States

Invoice

For questions please contact:

Wilkes Barre TCS SO, PA
Tel: 570-821-4960
Fax: 866-483-5414

Remit Payment To

Trane U.S. Inc.
P. O. Box 406469
ATLANTA, GA 30384-6469

Invoice Number	313324131
Invoice Date	30-JAN-2023
Customer No.	75934
Reference No.	D426092
Internal Account	3644415
Payment Terms	.5%10 NET30
Payment Due Date	01-Mar-2023
Discount Date	09-Feb-2023

Bill To

EAST STROUDSBURG SCHOOL DIST
50 VINE STREET
EAST STROUDSBURG, PA 18301
UNITED STATES

Customer Tax ID	
-----------------	--

Inco Terms	
Supply Location	Wilkes Barre TCS SO, PA
Shipping Method	
Tracking No.	
Freight Terms	
Bill of Lading	

Sold To

EAST STROUDSBURG SCHOOL DIST
50 VINE STREET
EAST STROUDSBURG, PA 18301
UNITED STATES

Ship To

131 NORTH SCHOOL DRIVE
DINGMANS FERRY, PA 18328

<https://www.tranetechnologies.com/customer>

CERTifyTax - for submittal of tax exemption certificates.

iReceivables - access invoice copies, account balances & make payments.

Tax/GST ID: 25-0900465 PST/QST ID:	State Tax: 0.00 0.0000% PA	County Tax: 0.00 0.0000% PIKE	City Tax: 0.00 0.0000% DINGMANS FERRY	District Tax: 0.00 0.0000%
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Currency	Subtotal	Special Charges	Tax	Freight	Total
USD	264800.00	0.00	0.00	0.00	264800.00

Special Instructions	East Stroudsburg ASD Bushkill
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Contract No.	Contract Date	Ship Date	Purchase Order
CID00096217	25-OCT-2021	31-JAN-2023	Signed LOC

Application No. 06 for work completed thru 31-JAN-2023

- | | | | |
|---------------------------------|----------------|--|----------------|
| 1. ORIGINAL CONTRACT SUM: | \$19,671.00 | 4. TOTAL COMPLETED & STORED TO DATE: | \$2,012,216.24 |
| 2. NET CHANGE BY CHANGE ORDERS: | \$2,929,988.00 | a. Percentage Completed: | <u>68.22%</u> |
| 3. CONTRACT SUM TO DATE: | \$2,949,659.00 | 5. RETAINAGE: | |
| | | a. <u>0.00%</u> of Completed Work: | \$0.00 |
| | | b. <u>0.00%</u> of Stored Material: | \$0.00 |
| | | Total Retainage: | \$0.00 |
| | | 6. TOTAL EARNED LESS RETAINAGE: | \$2,012,216.24 |
| | | 7. LESS PREVIOUS REQUESTS FOR PAYMENT: | \$1,747,416.24 |

Sections Included: Summary Sheet and Detail Sheet(s)

8. CURRENT PROJECT PAYMENT DUE:	\$264,800.00
(Before Applicable Sales Taxes)	
9. Applicable Sales Taxes:	\$0.00
10. Amount Due This Requisition:	\$264,800.00
Currency: USD	
PLEASE REFERENCE NUMBER 313324131 WITH YOUR PAYMENT	

DETAIL SHEET

Invoice: 313324131

APPLICATION AND CERTIFICATE FOR PAYMENT,
Containing Certification is attached

APPLICATION NO: 06
APPLICATION DATE: 30-JAN-2023
PERIOD TO: 31-JAN-2023

CUST PO NO:
CONTRACT DATE:
CONTRACT NO:

Signed LOC
25-OCT-2021
CID00096217

A No.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D +E)						
1	LOC	19,771.00	19,671.00	100.00	0.00	19,771.00	100.00%	0.00	0.00
2	HVAC Renovation	2,419,933.00	1,559,108.15	165,694.80	0.00	1,724,802.95	71.27%	695,130.05	0.00
3	Trane Controls	509,955.00	168,637.09	99,005.20	0.00	267,642.29	52.48%	242,312.71	0.00
TOTAL		2,949,659.00	1,747,416.24	264,800.00	0.00	2,012,216.24	68.22%	937,442.76	0.00

APPLICATION AND CERTIFICATE FOR PAYMENT

INVOICE #: INV978

To: Accounts Payable
 East Stroudsburg Area School District
 50 Vine Street
 East Stroudsburg PA 18301

Project: ESASD South HS - 22-S-PA042

APPLICATION NO: Pay App #3

PERIOD TO: 10/31/2022

INVOICE DATE: 10/27/2022

PROJECT NO: 22-S-PA042

Distribution to:

OWNER

ARCHITECT

CONTRACTOR

From: Sprinturf, LLC
 146 Fairchild Street
 Suite 150
 Daniel Island SC 29492

Architect:

Contract For: Synthetic Turf

CONTRACTOR APPLICATION FOR PAYMENT:

1. ORIGINAL CONTRACT SUM	\$558,210.00
2. Net change by Change Orders	(\$13,000.00)
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$545,210.00
4. TOTAL COMPLETED AND STORED TO DATE	\$545,210.00
5. RETAINAGE	
10% of Completed and Stored to Date:	\$54,521.00
Total Retainage	\$54,521.00

6. TOTAL EARNED LESS RETAINAGE (Line 4 - 5)	\$490,689.00
7. LESS PREVIOUS CERTIFICATE FOR PAYMENT (per prior Certificate line 6)	\$423,469.88 475,208.88
8. CURRENT PAYMENT DUE	\$67,199.29 15,480.18
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$54,521.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this month	0.00	13,000.00
TOTALS	0.00	13,000.00
NET CHANGES by Change Order	0.00	13,000.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payments were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Sprinturf, LLC

By: W. J. Horne Date: 10/27/2022

State of: South Carolina
 County of: Berkeley
 I, W. J. Horne, do hereby certify that before me on 10/27/2022 W. J. Horne pay of 15,480.18 dollars to Sprinturf, LLC and I am a Notary Public.
 My Commission expires: 03/09/2026



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the information provided and the data comprising the application, the Architect certifies to the Owner, that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of work is in accordance with the contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 15,480.18

(Attached explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Confirmation Sheet that are changed to conform with the amount certified.)
 ARCHITECT: W. J. Horne Date: 10/27/2022

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor name herein. Issuance, payment and acceptance or payment are without prejudice to any rights of the Owner or Contractor under this Contract.

APPLICATION AND CERTIFICATE FOR PAYMENT CONTINUATION SHEET

APPLICATIONS AND CERTIFICATE FOR PAYMENT containing Contractor's signed Certification, is attached.

APPLICATION NO: Pay App #3
 PERIOD TO: 10/31/2022
 INVOICE DATE: 10/27/2022
 PROJECT NO: 22-S-PA042

A	B	C	D		E	F	G		H	I
			FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD			MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)		
1	Submittals	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	100%	\$0.00	\$1,000.00
2	Turf Manufactured	\$277,526.00	\$277,526.00	\$0.00	\$0.00	\$0.00	\$277,526.00	100%	\$0.00	\$27,752.60
3	Existing Turf Removal	\$72,689.00	\$72,689.00	\$0.00	\$0.00	\$0.00	\$72,689.00	100%	\$0.00	\$7,268.90
4	Water Box Relocation	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	100%	\$0.00	\$400.00
5	Electrical Box Relocation	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00	100%	\$0.00	\$300.00
6	Goal Post Painting and Pads	\$6,500.00	\$4,999.80	\$1,500.20	\$0.00	\$0.00	\$6,500.00	100%	\$0.00	\$650.00
7	Sports Goals and Flags	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00	100%	\$0.00	\$1,500.00
8	Infill & Turf Delivery	\$64,252.00	\$64,252.00	\$0.00	\$0.00	\$0.00	\$64,252.00	100%	\$0.00	\$6,425.20
9	Turf Install	\$64,543.00	\$64,543.00	\$0.00	\$0.00	\$0.00	\$64,543.00	100%	\$0.00	\$6,454.30
10	Maintenance Equipment	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$0.00	\$12,000.00	100%	\$0.00	\$1,200.00
11	GIMAX & Closeouts Docs	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100%	\$0.00	\$500.00
12	CO#1	(\$13,000.00)	\$0.00	(\$13,000.00)	\$0.00	\$0.00	(\$13,000.00)	100%	\$0.00	(\$1,300.00)
13	Allowance	\$23,700.00	\$0.00	\$23,700.00	\$0.00	\$0.00	\$23,700.00	100%	\$0.00	\$2,370.00
TOTALS		\$545,210.00	\$528,009.80	\$17,200.20	\$17,200.20	\$0.00	\$545,210.00		\$0.00	\$54,521.00

APPLICATION AND CERTIFICATE FOR PAYMENT

INVOICE #: INV979

To: Accounts Payable
 East Stroudsburg Area School District
 50 Vine Street
 East Stroudsburg PA 18301

Project: ESASD South HS - 22-S-PA042

APPLICATION NO: Pay App #4-Retainage

PERIOD TO: 10/31/2022

INVOICE DATE: 10/27/2022

PROJECT NO: 22-S-PA042

From: Sprinturf, LLC
 146 Fairchild Street
 Suite 150
 Daniel Island SC 29492

Architect:

Distribution to:

OWNER

ARCHITECT

CONTRACTOR

Contract For: Synthetic Turf

CONTRACTOR APPLICATION FOR PAYMENT:

1. ORIGINAL CONTRACT SUM	\$558,210.00
2. Net change by Change Orders	(\$13,000.00)
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$545,210.00
4. TOTAL COMPLETED AND STORED TO DATE	\$545,210.00
5. RETAINAGE	
0.0% of Completed and Stored to Date:	\$0.00
Total Retainage	\$0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 - 5)	\$545,210.00
7. LESS PREVIOUS CERTIFICATE FOR PAYMENT (per prior Certificate line 6)	\$490,689.00
8. CURRENT PAYMENT DUE	\$54,521.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$9.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this month	0.00	13,000.00
TOTALS	0.00	13,000.00
NET CHANGES by Change Order	0.00	13,000.00

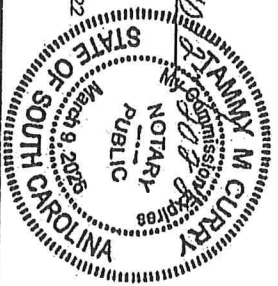
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payments were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Sprinturf, LLC

By: Lyle Hume

Date: 10/27/2022

State of South Carolina
 County of Berkeley
 Sworn and subscribed to before me this 27th day of October, 2022
 Notary Public: Stacy M Curry
 My Commission expires: March 9, 2025



ARCHITECT'S CERTIFICATE FOR PAYMENT:

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of work is in accordance with the contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED:\$ 54,521.00

(Attached explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Confirmation Sheet that are charged to conform with the amount certified.)
 ARCHITECT: Stacy M Curry Date: 12/6/22

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor name herein. Issuance, payment and acceptance or payment are without prejudice to any rights of the Owner or Contractor under this Contract.

APPLICATION AND CERTIFICATE FOR PAYMENT CONTINUATION SHEET

APPLICATIONS AND CERTIFICATE FOR PAYMENT containing Contractor's signed Certification, is attached.

APPLICATION NO: Pay App #4-Retainage

PERIOD TO: 10/31/2022

INVOICE DATE: 10/27/2022

PROJECT NO: 22-S-PA042

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULE VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C-G)	I RETAINAGE 10%
			FROM PREVIOUS APPLICATION (D + E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)			% (G/C)			
1	Submittals	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	100%	\$0.00	\$0.00
2	Turf Manufactured	\$277,526.00	\$277,526.00	\$0.00	\$0.00	\$0.00	\$277,526.00	100%	\$0.00	\$0.00
3	Existing Turf Removal	\$72,689.00	\$72,689.00	\$0.00	\$0.00	\$0.00	\$72,689.00	100%	\$0.00	\$0.00
4	Water Box Relocation	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	100%	\$0.00	\$0.00
5	Electrical Box Relocation	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00	100%	\$0.00	\$0.00
6	Goal Post Painting and Pads	\$6,500.00	\$6,500.00	\$0.00	\$0.00	\$0.00	\$6,500.00	100%	\$0.00	\$0.00
7	Sports Goals and Flags	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00	100%	\$0.00	\$0.00
8	Infill & Turf Delivery	\$64,252.00	\$64,252.00	\$0.00	\$0.00	\$0.00	\$64,252.00	100%	\$0.00	\$0.00
9	Turf Install	\$64,543.00	\$64,543.00	\$0.00	\$0.00	\$0.00	\$64,543.00	100%	\$0.00	\$0.00
10	Maintenance Equipment	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$0.00	\$12,000.00	100%	\$0.00	\$0.00
11	GMAX & Closeouts Docs	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	100%	\$0.00	\$0.00
12	CO#1	(\$13,000.00)	(\$13,000.00)	\$0.00	\$0.00	\$0.00	(\$13,000.00)	100%	\$0.00	\$0.00
13	Allowance	\$23,700.00	\$23,700.00	\$0.00	\$0.00	\$0.00	\$23,700.00	100%	\$0.00	\$0.00
TOTALS		\$545,210.00	\$545,210.00	\$0.00	\$0.00	\$0.00	\$545,210.00		\$0.00	\$0.00

V.I.C. 4

Contractor's Application for Payment

Owner:	East Stroudsburg Area School District	Owner's Project No.:	
Engineer:	D'Huy Eng.	Engineer's Project No.:	287033
Contractor:	ASL Refrigeration, Inc.	Contractor's Project No.:	
Project:	High School North Natatorium HVAC Replacement		
Contract:	HVAC		
Application No.:	4	Application Date:	11/9/2022
Application Period:	From 11/1/2022	to	11/9/2022

1. Original Contract Price	\$	460,990.00
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	460,990.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	198,700.00
5. Retainage		
a. 10% X \$ 198,700.00 Work Completed =	\$	19,870.00
b. X \$ - Stored Materials =	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	19,870.00
6. Amount eligible to date (Line 4 - Line 5.c)	\$	178,830.00
7. Less previous payments (Line 6 from prior application)	\$	72,630.00
8. Amount due this application	\$	106,200.00
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	282,160.00

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(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 the Work covered by prior Applications for Payment;

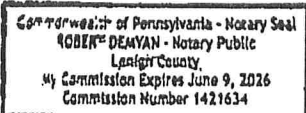
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: ASL Refrigeration, Inc

Signature: [Signature] Date: 11/9/2022

Recommended by Engineer	\$106,200.00	Approved by Owner	
By: <u>Joshua Grice</u>	Josh Grice	By:	
Title: <u>Principal</u>		Title:	
Date: <u>12/6/22</u>		Date:	
Approved by Funding Agency			
By:		By:	
Title:		Title:	
Date:		Date:	



[Signature: Robert Demyan]

Progress Estimate - Lump Sum Work

Owner: East Stroudsburg Area School District
 Engineer: D'Huy Eng.
 Contractor: ASI Refrigeration, Inc.
 Project: High School North Nataborium HVAC Replacement
 Contract: HVAC

Owner's Project No.: 287033
 Engineer's Project No.:
 Contractor's Project No.:

Contractor's Application for Payment

Application No.: 4		Application Period: From 11/01/22 to 11/09/22		Application Date: 11/09/22				
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Original Contract								
1	Desert Aire Equipment-Base Bid	135,000.00		118,000.00		118,000.00	87%	17,000.00
2	Trane Controls-Base Bid	32,000.00	3,100.00			3,100.00	10%	28,900.00
3	Ductwork-Base Bid	5,000.00					0%	5,000.00
4	High Voltage Wiring-Base Bid	3,000.00					0%	3,000.00
5	Roofing-Base Bid	3,000.00					0%	3,000.00
6	Piping Materials-Base Bid	11,600.00					0%	11,600.00
7	ASI Labor-Total Project	97,165.00					0%	97,165.00
8	Crane-Base Bid	2,300.00					0%	2,300.00
9	Allowances	10,425.00					0%	10,425.00
10	Greenheck Equipment-Alt Bid	69,000.00					94%	4,000.00
11	Trane Controls-Alt Bid	37,000.00	65,000.00			65,000.00	8%	33,900.00
12	High Voltage Wiring-Alt Bid	2,000.00	3,100.00			3,100.00	0%	2,000.00
13	Piping Materials-Alt Bid	6,000.00					0%	6,000.00
14	Insulation-Total Project	12,000.00					0%	12,000.00
15	Balancing-Total Project	4,500.00					0%	4,500.00
16	Project Management-Total Project	8,000.00					0%	8,000.00
17	Bond & Ins	8,000.00					100%	-
18	Submittals & Closeout Paperwork	3,000.00	8,000.00			8,000.00	50%	1,500.00
19	Punchlist	4,000.00	1,500.00			1,500.00	0%	4,000.00
20	Trucking & Lifts	8,000.00	4,000.00				0%	8,000.00
		Original Contract Totals	\$ 460,990.00	\$ 80,700.00	\$ 118,000.00	\$ 198,700.00	43%	\$ 262,290.00

APPLICATION AND CERTIFICATE FOR PAYMENT (Instructions on reverse side) **AIA DOCUMENT G702** PAGE ONE OF ONE PAGE

TO OWNER: East Stroudsburg Area School District
50 Vine Street
East Stroudsburg, PA 18301

FROM CONTRACTOR: Munn Roofing Corp
3413 Unionville Pk
Hatfield, PA 19440

PROJECT: High School North Natatorium Roof Replacement
279 Timberwolf Drive
Dingmans Ferry, PA 18328

VIA Engineer: D'Huy Engineering, Inc.
One East Broad Street, Suite 310
Bethlehem, PA 18018

APPLICATION NO.: 2
PERIOD TO: 11/30/2022
PROJECT NO.: 287030

Distribution to:
 OWNER
 ENGINEER
 CONTRACTOR

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM.....\$ 884,400.00
2. Net change by Change Orders.....\$
3. CONTRACT SUM TO DATE (Line 1 ± 2).....\$ 884,400.00
4. TOTAL COMPLETED & STORED TO DATE.....\$ 358,763.00
(Column G on G703)
5. RETAINAGE:
 - a. 10 % of Completed Work \$ 35,876.30
(Columns D + E on G703)
 - b. % of Stored Material \$
 Total Retainage (Line 5a + 5b or Total in Column I of G703).....\$

6. TOTAL EARNED LESS RETAINAGE.....\$ 322,886.70
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate) \$ 105,986.70
8. CURRENT PAYMENT DUE.....\$ 216,900.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 561,513.30

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: MUNN ROOFING CORP.

By: [Signature] Date: 11/18/2022
VICE PRESIDENT: Chad Munn

State of: PA
County of: Montgomery
Subscribed and sworn to before me this 18th day of November, 2022

Notary Public: [Signature]
My Commission expires: April 20, 2025

COMMONWEALTH OF PENNSYLVANIA - NOTARY 664
Diane Pertsch, Notary Public
Montgomery County
My Commission Expires 04/20/2025
Commission Number 1309810

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$ 216,900.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: Joshua Grice Date: 12/6/22
By: [Signature]
This Certificate is not negotiable. THE AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

(Instructions on reverse side) PAGE ONE OF ONE

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 2
 APPLICATION DATE: 11/30/2022
 PERIOD NUMBER:
 PROJECT NO: 287030

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	G TOTAL COMPLETED AND STORED TO DATE (D + E)	H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	% (G . C)				
1	Substrate Materials	\$ 181,400.00	\$ 28,000.00	\$ -	\$ -	\$ 28,000.00	\$ 153,400.00	\$ 2,800.00
2	Substrate Labor	\$ 86,400.00	\$ -	\$ -	\$ -	\$ -	\$ 86,400.00	\$ -
3	Standing Seam Roofing Materials	\$ 237,200.00	\$ 28,000.00	\$ 177,000.00	\$ 177,000.00	\$ 205,000.00	\$ 32,200.00	\$ 20,500.00
4	Standing Seam Roofing Labor	\$ 107,300.00	\$ -	\$ -	\$ -	\$ -	\$ 107,300.00	\$ -
5	Wall Panels Materials	\$ 74,100.00	\$ -	\$ 64,000.00	\$ 64,000.00	\$ 64,000.00	\$ 10,100.00	\$ 6,400.00
6	Wall Panels Labor	\$ 40,300.00	\$ -	\$ -	\$ -	\$ -	\$ 40,300.00	\$ -
7	Window Store Front	\$ 115,200.00	\$ 61,763.00	\$ -	\$ -	\$ 61,763.00	\$ 53,437.00	\$ 6,176.30
8	Allowance 1	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ 15,000.00	\$ -
9	Allowance 2	\$ 1,700.00	\$ -	\$ -	\$ -	\$ -	\$ 1,700.00	\$ -
10	Allowance 3	\$ 12,600.00	\$ -	\$ -	\$ -	\$ -	\$ 12,600.00	\$ -
11	Allowance 4	\$ 13,200.00	\$ -	\$ -	\$ -	\$ -	\$ 13,200.00	\$ -
	TOTAL	\$ 884,400.00	\$ 117,763.00	\$ 241,000.00	\$ 241,000.00	\$ 358,763.00	\$ 525,637.00	\$ 35,876.30

V.I.D.1

Change Order

No. 1

Date of Issuance: December 6, 2022 Effective Date: _____

Project: <u>H.S. South Turf Field</u>	Owner: <u>East Stroudsburg Area S.D.</u>	Owner's Contract No.:
Contract: <u>General Construction</u>		Date of Contract:
Contractor: <u>Sprinturf, LLC</u>		Engineer's Project No.: <u>287031</u>

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Credit change order for delayed substantial completion date by thirteen (13) days (from August 3, 2022 to August 16, 2022). Based on contractual liquidated damages of \$1,000 per calendar day.

Attachments: (List documents supporting change): _____

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:
\$ 558,210.00

Original Contract Times: Working days Calendar days
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:
\$ N/A

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:
Substantial completion (days): _____
Ready for final payment (days): _____

Contract Price prior to this Change Order:
\$ 558,210.00

Contract Times prior to this Change Order:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

~~[Increase]~~ [Decrease] of this Change Order:
\$ 13,000.00

[Increase] ~~[Decrease]~~ of this Change Order:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

Contract Price incorporating this Change Order:
\$ 545,210.00

Contract Times with all approved Change Orders:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

RECOMMENDED:
By: Josh Grice
Engineer (Authorized Signature)

ACCEPTED:
By: _____
Owner (Authorized Signature)

ACCEPTED:
By: _____
Contractor (Authorized Signature)

Date: 12/6/22

Date: _____

Date: _____

Approved by Funding Agency (if applicable): _____

Date: _____



Engineered Life Safety Specialists

VII. A.1

4670 Schantz Road
 Allentown, PA 18104
 P: (610) 439-1600
 F: (610) 439-1388
 www.keystonefire.com

TAG! We're It. SERVICE AGREEMENT

This Fire and Security System Service Agreement is entered into by and between Pye Barker Fire & Safety, LLC, d/b/a Keystone Fire and Security (hereinafter the "Company" or "Keystone") and the Customer whose name and address are set forth below (hereinafter the "Customer"). The Fire and Security 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: 1/2/2023
East Stroudsburg SD		LIFE SAFETY ADVISOR: 190
50 Vine Street		PROPOSAL NO: 23-6247
East Stroudsburg		AGREEMENT EFFECTIVE
PA 18301		FROM: 6/1/2023
ATTN: William Gouger	<input checked="" type="checkbox"/> (see "List of Additional Service Locations")	TO: 5/31/2026
PHONE: (570) 424-8500		COSTARS MEMBER NO: 040-063
CELL: (570) 656-4288		

SERVICES OFFERED UNDER THIS AGREEMENT

For specific information on the Equipment and System(s) 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 "P" below for information on testing intervals, scope of inspection work, and value-added optional services.

System Type	Quantity		Annual Fee	
Audio Visuals & Sound System(s)				
Intrusion Detection System(s)				
Access Control System(s)				
Automatic Fire Damper(s)				
Hand Portable Fire Extinguisher(s)	(885)	✓	\$6,637.50	(See Exhibit E - Ext'g & E-Light Inspection)
E-Lighting, Exit Signs and Hose(s)				
Building Fire Alarm System(s)	(9)	✓	\$29,025.00	(See Exhibit F - Fire Alarm System Inspection)
Gaseous Clean Agent System(s)	(1)	✓	\$724.00	(See Exhibit G - Gaseous Agt System Inspection)
Intercom, Paging & Clock System(s)				
Kitchen Suppression System(s)	(9)	✓	\$2,400.00	(See Exhibit K - Pro-Eng'd System Inspection)
Industrial Dry Chemical & Vehicle System(s)				
Central Station Monitoring Service				
Nurse Call System(s)				
Pre-Action/Deluge/Foam System(s)				
Building Sprinkler Sub-System(s)	(57)	✓	\$11,478.00	(See Exhibit S - Sprinkler System Inspection)
Video Surveillance System(s)				
Annual Investment			\$50,264.50	(Tax Exempt - NOTE: Customer must provide Company with valid exemption certificate to avoid being charged tax.)
Dispatch Fee			\$750.00	
Plus Applicable Tax			\$0.00	

ANNUAL INVESTMENT \$51,014.50

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.



EMERGENCY 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 Agreement 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, as an agreement customer, 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.

Labor Rates

Normal Business Hours - 8:00 AM to 4:30 PM Monday through Friday

		Non-Agreement	Agreement
Extinguisher, Restaurant, and Shop Labor	(Per Hour)	\$138.00	\$115.00
Sprinkler, Alarm and Sound	(Per Hour)	\$162.00	\$135.00
Video, Access Control and Networks	(Per Hour)	\$210.00	\$175.00

* 2 Hour Minimum Billing

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

Extinguisher, Restaurant, and Shop Labor	(Per Hour)	\$172.00	\$143.00
Sprinkler, Alarm and Sound	(Per Hour)	\$202.00	\$168.00
Video, Access Control and Networks	(Per Hour)	\$246.00	\$205.00

* 4 Hour Minimum Billing

Sunday & Holiday Hours - All day Sunday & Holidays

Extinguisher, Restaurant, and Shop Labor	(Per Hour)	\$198.00	\$165.00
Sprinkler, Alarm and Sound	(Per Hour)	\$233.00	\$194.00
Video, Access Control and Networks	(Per Hour)	\$284.00	\$237.00

* 4 Hour Minimum Billing

All Service Calls are Subject to:

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

**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).

PARTS REPLACEMENT:

Standard Parts Replacement:

Unless otherwise noted elsewhere, all replacement parts deemed necessary to maintain systems in an operable state will be itemized and presented to Customer for approval and authorization to proceed. Parts will be billed as an extra at the manufacturer's suggested list price.

Parts Protection Plus™ - All-Inclusive Parts Replacement:

Under Parts Protection Plus, Company agrees to repair or replace covered components with a device of like kind and quality as the original, subject to availability and the terms of the PPP™ plan. All parts replacement work must 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 (7:30 am to 4:00 pm, Monday through Friday except holidays) subject to availability of parts and materials. 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. Parts needing replacement due to obsolescence, misuse, abuse, theft, and/or Acts of God, are not covered under this program. Third party labor charges are not covered as a part of this program. These charges will be itemized and billed to the Customer by Company. 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 systems not supplied and installed by Company.

IMPORTANT - PLEASE READ

IMPORTANT INFORMATION REGARDING THE INSPECTION OF YOUR SYSTEM(S) AND EQUIPMENT

1. Customer must provide Company unfettered and timely access to all equipment to be tested. Call backs and 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 this Agreement.
2. Determination of our inspection fee is predicated upon, among other considerations, 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, Company reserves the right to adjust the inspection price accordingly.
3. Customer is 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.
4. Company cannot inspect a system in an "off normal" condition. All existing trouble conditions, including but not limited to ground faults, open circuits, and short circuits, 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 and if the equipment is so equipped, all audible alarm 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 of audible devices, if required, will be performed under a special written agreement with the Customer, which will outline additional charges for premium time.
6. Many fire and security systems are connected to a central station monitoring company. 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 or penalties 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. Unless otherwise specified, all fire, sound and security 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.
8. Company is a participating member of COSTARS™. COSTARS is the Commonwealth of Pennsylvania's Cooperative Purchasing Program which serves as a conduit through which registered and eligible local public procurement units (LPPUs) and state-affiliated entities (together "Members") are able to leverage contracts established by the PA Department of General Services to cost-effectively and efficiently identify suppliers with whom to do business.
9. 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.
10. Parts needing replacement due to obsolescence, misuse, abuse, theft, and/or Acts of God, are not covered under warranty or the Parts Protection Plus all-inclusive parts program, and will be itemized and billed to the Customer at OEM suggested list price less any contracted discount, if applicable.

END OF SECTION

ACCEPTANCE OF AGREEMENT

This Agreement has been read, understood and hereby accepted. By your signature below and on the subsequent page(s) requiring a signature, you are hereby authorizing Company to perform the work as specified. There is no agreement until a representative of the Company returns a dated, countersigned copy of this agreement to the Customer. Payment by Customer will be made as outlined above:

CUSTOMER

KEYSTONE FIRE AND SECURITY

Signature

Signature

Printed Name

Printed Name

Title

Title

Email Address

Date

Date

ADDITIONAL REQUIRED SERVICES

In addition to the above-described services to be performed, your fire and security 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 range from tests or preventative maintenances, to site software support and seat licensing. Where noted, these services are required by code and must be performed at the appropriate intervals to maintain compliance with codes regarding testing and inspection of your system(s). Unless indicated otherwise below, these services will only be quoted and performed on a Time & Material (T&M) basis, at the contracted labor rates in effect at the time of the testing. Tests, inspections and services that do not pertain to your fire and security systems will be marked with an "N/A" indicating that they are not applicable.

- Smoke Detector Sensitivity Testing - required by NFPA Pamphlet 72 (bi-annually) \$ 6,672.00
- Room Integrity Door Fan Testing - recommended by NFPA 2001 & 12A (annually) N/A
- Monthly Extinguisher Inspections - required by NFPA Pamphlet 10 (monthly) Per month: \$ 2,787.75

VALUE-ADDED OPTIONAL SERVICES

Company 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.

- Parts Protection Plus™** Covering: Fire Alarm Systems N/A
- Covering: Gaseous Systems N/A
- Covering: Pre-Action Systems N/A
- Covering: Intrusion Systems N/A
- Covering: Video Surveillance N/A
- Covering: Access Control Systems N/A
- Covering: Audio/Visual & Sound N/A
- Covering: Intercom & Paging N/A
- Covering: Nurse Call Systems N/A
- Site Software Support™** For: Video Surveillance N/A
- For: Access Control N/A
- After Hours Testing of Audible Alarm Devices \$ 4,680.00
- Central Station Monitoring - One-Time Equipment Set-Up Investment N/A
- Nozzle Plan Plus™** Nozzle Cap & Nozzle Replacement Coverage for Restaurant Systems \$ 600.00
- PFX-TEND™** - Portable Fire Extinguisher Extended Maintenance Plan (available on 3-yr agreements only) \$ 14,583.80
- ePlace™** - Web-Based Field Device Placement Reporting powered by Building Reports.com Included

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 hereby authorize Company to add the services marked above with an "X" to my *Annual Investment* from Page 1:

CUSTOMER

Signature _____
 Printed Name _____

Title _____
 Date _____

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1. **AGREEMENT.** This Agreement shall become effective (the "Effective Date") upon the (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 Pye Barker Fire & Safety, LLC, d/b/a Keystone Fire and Security ("Company" or "Keystone").
2. **SALE OF INSPECTION AND TESTING SERVICE.** Company shall sell to Customer and Customer shall purchase from Company the inspection and testing services ("Services") identified in this Agreement to be performed on Customer's fire protection and security equipment ("Equipment" or "System(s)"). 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 24 A. of this Agreement. All additional, revised or changed work shall be subject to all terms and conditions of the Agreement.
3. **DEFINITIONS - INSPECTION AGREEMENTS.**

Inspection. A visual examination of a system or portion thereof to verify that it appears to be in operating condition and is free of physical damage.

Testing. A procedure used to determine the operational status of a component or system by physically manipulating components of the system.

Deficiency. A condition in which a system or portion thereof is damaged, inoperable or in need of service, but does not rise to the level of an impairment.

Impairment. A condition where a system or unit or portion thereof is out of order and the condition can result in the system or unit not functioning in a fire event.
4. **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 (unless VALUE-ADDED optional services are purchased in which case such services are subject to all terms and conditions of the Agreement. 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 system(s) installed in your facility. To the extent such are itemized, they were noticed while conducting an inspection and test of your system(s) 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 system(s) have been 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.
5. **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 is 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.
6. **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(s) 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(s), 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(s) 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(s) for purposes other than those for which it is designed;
 - ii) any causes external to the equipment or system(s) 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(s); or (d) the occurrence of any events set forth in Section 14;
 - iii) repair, servicing or alterations to the equipment or system(s) by anyone other than an authorized Company service representative or without the written consent of Company;
 - iv) alteration or relocation of equipment or system(s) and/or topographical changes to the area protected by the equipment or system(s).
7. **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 equipment and system(s). Company makes no warranties, express or implied, regarding the adequacy, performance or condition of any fire or security equipment or system(s). Company cannot and does not guarantee that loss or damage will not occur.
8. **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.
9. **CUSTOMER RESPONSIBILITIES.**

Applicable Standards. Customer represents that it has reviewed and is familiar with the National Fire Protection Association ("NFPA") standards and local rules, codes and requirements applicable to the system(s) or equipment subject to this Agreement located within the Customer's premises, and that it shall comply with all applicable NFPA standards, local rules, codes and requirements and that it understands the requirements and consequences of failure to comply with the requirements set out in those NFPA standards, local rules, codes or requirements. Customer is responsible for maintaining all system(s) and equipment in good working order as outlined in the applicable NFPA standards and in any and all local rules, codes, or standards applicable to the jurisdiction where the system(s) or equipment is/are located.

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Site Environment. The Equipment and System(s) are designed to operate within certain power, temperature, and humidity ranges as specified in the appropriate operating manual for the Equipment and System(s). Customer shall prepare and maintain the site in conformity with such specifications. Customer assumes all responsibility for any Equipment or System(s) 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(s).

Access. Customer shall provide Company with access to the Equipment and System(s) and adequate working space and facilities within a reasonable distance of the Equipment and System(s). Customer shall identify and provide the location of all components of the System(s) and Equipment that is subject to this Agreement. Company will be free to start and stop all primary equipment incidental to the operation of the Equipment and System(s).

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

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.

10. **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 then current fees and expenses charged by Company for similar 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 10.
11. **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.
12. **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(s) 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.
13. **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. In the event Customer loses tax exempt status, Customer shall immediately notify Company and shall immediately remit payment to Company for all past due taxes.
14. **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, inclement weather, civil disorder, transportation difficulties, shortage of fuel, labor or materials, pandemic, governmental acts or restrictions, or Customer's denial to Company of full access to the Equipment or System.
15. **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, including the provision of Services or failure to perform services under 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. Where Services under this Agreement are provided at more than one location, the "one year's fees paid under this Agreement" referenced in this section 15 B. shall be limited to the fees paid for the particular location giving rise to any claim.
16. **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.
17. **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.
18. **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 18.
19. **WAIVER OF SUBROGATION.** It is understood that Company is not an Insurer and that insurance shall be obtained by Customer to protect premises where Services are to be performed (the "Premises") and to protect the property of Customer and others within the Premises as well as to protect all persons within the Premises. It is further understood by Customer that the amounts payable under this Agreement are based on the value of services and, among other considerations, the waiver of subrogation as set forth in the Agreement and are unrelated to the value of the Customer's premises or property of Customer and/or others located within the premises. Customer agrees to rely exclusively on Customer's Insurer to recover for injury, loss or damage in the event of any loss, injury or damages to the Premises or any property therein. Customer does hereby for itself and all others claiming by or through it under this Agreement release and discharge Company from and against all damages covered by Customer's insurance and Customer further waives all rights of recovery against Company arising by way of subrogation or assignment.

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20. **INDEMNIFICATION.** Customer assumes the entire responsibility and liability for any and all damage or injury of any kind (including death) to all persons, whether employees of Customer or otherwise, and for any and all property damage, or loss of use thereof, caused by, resulting from, arising out of, or occurring in connection with or involving the Services and/or goods (where applicable) provided under this Agreement or in association with or involving the operation or non-operation of any Equipment or System(s), which damage or loss is caused by or contributed to by any act, error or omission, solely or jointly, on the part of the Company or the Customer, their agents, servants, or employees, including any alleged breach of any statutory or codified obligation and including, but not limited to, any alleged or determined sole negligence and/or alleged or determined gross negligence on the part of Company, and/or its agents, servants or employees. If any person, or Customer or assignee(s) of Customer, shall make a claim for any damage or injury (including death) as above described, Customer agrees to indemnify and hold harmless Company, its agents, servants and employees from and against any and all loss, expense, damage or injury (including death), Company and/or its agents, servants or employees may sustain as a result of any such claim and Customer agrees to assume the defense of Company and/or its agents, servants or employees upon such claim and to pay all costs and expenses, including but not limited to reasonable attorney's fees, incurred in connection therewith. This Agreement shall continue in effect notwithstanding the fact Customer has accepted and paid for the Services. The aforesaid indemnification obligation shall not be limited in any way by any limitation on the amount and type of damages, compensation or benefits payable by or for Customer's Worker's Compensation, Disability Benefit Acts or other employment benefit acts. Customer expressly and specifically waives any immunity provided against this indemnity by any statute, including but not limited to, worker's compensation statutes. Customer further understands that Company is relying upon this limitation in determining the cost of the Services.
21. **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.
22. **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.
23. **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.
24. **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 or addendum of Customer issued in connection with this Agreement at the time of entering into Agreement or thereafter conflict with or add to any provisions of this Agreement, such new terms or different terms are expressly rejected by Company unless otherwise agreed to in writing by an authorized representative of Company and shall be of no force or effect. No modification of the indemnification, waiver of subrogation or limitation of liability provisions ("scope of liability provisions") shall be applicable or binding notwithstanding any provision to the contrary found in any such signed purchase order, addendum or other modification of the Agreement unless signed by the President of the Company, it being expressly understood and agreed that no Company representative, other than the President, is authorized to modify the scope of liability provisions. 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 24 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 and Security, 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 24 E.
- F. **Assignment.** This Agreement and/or any claims arising out of 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, enforcement of, or claims arising directly or indirectly out of this Agreement that results in litigation, in which Company is the prevailing party. "Prevailing" shall mean Company achieved a dismissal or judgment in its favor of any claim or action filed or pursued against Company, or in a matter initiated by Company, Company received some or all of the relief sought. 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. **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

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LIST OF ADDITIONAL SERVICE LOCATIONS:

LOC.				
NO.	LOCATION NAME	ADDRESS OF SERVICE LOCATION(S)		
1	High School South	50 Vine Street	East Stroudsburg	\$12,816.00
2	JT Lambert	2000 Milford Road	East Stroudsburg	\$5,241.00
3	Bus/Waste	8 Bushkill Falls Road	Bushkill	\$1,650.00
4	Smithfield	245 River Road	East Stroudsburg	\$3,871.00
5	Resica	1 Gravel Road	East Stroudsburg	\$3,053.50
6	Middle Smithfield	5180 Milford Road	East Stroudsburg	\$4,424.50
7	JM Hill	151 Broad Street	East Stroudsburg	\$2,631.00
8	East Stroudsburg Elem	93 Independence Road	East Stroudsburg	\$3,322.00
9	Bushkill	131 N School Drive	Dingmans Ferry	\$2,779.50
10	High School North	279 Timberwolf Drive	Dingmans Ferry	\$10,476.00
11				
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EXHIBIT A: AUDIO VISUAL & SOUND SYSTEM MAINTENANCE

Inspection Service:

1. TESTING FREQUENCY

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

2. SCOPE OF WORK

During the course of normal operation, the performance of your Sound Systems and A/V Equipment can change due to factors which include changes in firmware and software, component fatigue due to environmental conditions, heat, dirt, age, changes in room acoustics, changes in room lighting, user operational changes, pre-set changes, and improper use and configuration changes. We propose to test and inspect the following functions to ensure optimum performance and continued reliable operation.

Comprehensive multi-point inspection of your A/V and Sound System(s) during which we perform the following:

- Check latest version of firmware and software for all components; update as required.
- Clean all controllers and workstations.
- Check speaker load.
- Check load on system connected amplifiers.
- Check coverage, sound level and quality of audio from connected system speakers.
- Verify proper operation of system power supplies and charging circuits.
- Test all input sources for proper operation.
- Check projectors for brightness, proper heat dissipation and focal quality.
- Clean dust from projector(s) to extend component life.
- Review and test all presets for proper operation; adjust as required.
- Test all controllers and control operations.
- Review system use with appropriate staff; provide follow-up training on system operation use if required.

3. CLIENT DELIVERABLES

At the end of our inspection we will provide the following deliverables:

- Completed *A/V Equipment Inspection Report (AVIR)* with our findings and recommendations.
- Completed *Sound System Inspection Report (SNDIR)* with our findings and recommendations.
- Completed *Notification of Deficiency Report (NDR)* for all noted system deficiencies.
- Completed Certification of Inspection evidencing system fitness.
- A synopsis of additional features and functions to available to enhance the user experience of your equipment.

4. IMPORTANT INFORMATION (PLEASE READ)

1. Customer is responsible for notifying building occupants in advance of testing to be performed by Company.
2. 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.

END OF SECTION

EXHIBIT B: INTRUSION DETECTION SYSTEM MAINTENANCE

Inspection Service:

1. TESTING FREQUENCY

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

2. SCOPE OF WORK

During the course of normal operation, the reliability of an Intrusion Detection system can change due to several factors including, changes in firmware and software, component fatigue due to environmental changes, heat, dirt, age, user operational changes, user preset changes and user configuration changes. We propose to test and inspect the following functions to ensure optimum performance and continued reliable operation.

Comprehensive multi-point inspection of your Intrusion System during which we perform the following:

- Verify control panel firmware for latest revision and update as required.
- Review system logs for communication errors, component trouble indications, or other issues and correct off-normal conditions.
- Load test all system connected batteries.
- Verify proper operation of system power supplies and charging circuits.
- Check user database for credentials that have not been used for at least 30 days or other credentials that may be eligible for deactivation, and document as appropriate.
- Testing of all system components; control panels, keypads, motion sensors, door and window contacts, vibration sensors, beam detectors, sirens, strobes, batteries, wireless transmitters, receivers, etc.
- Test network connection between all connected door controllers.
- Clean all control equipment.
- Review system use with appropriate staff; provide follow-up training on system operation use if required.
- Provide training on features and functions of latest firmware revision.

3. CLIENT DELIVERABLES

- At the completion of our inspection we will provide the following deliverables:
- Completed *Intrusion System Inspection Report (ISIR)* with our findings and recommendations.
 - Completed *Notification of Deficiency Report (NDR)* for all noted system deficiencies.
 - Completed Certification of Inspection evidencing system fitness.
 - A synopsis of additional features and functions to available to enhance the user experience of your equipment.

4. IMPORTANT INFORMATION (PLEASE READ)

1. Customer is responsible for notifying building occupants in advance of testing to be performed by Company.

END OF SECTION

EXHIBIT C: ACCESS CONTROL SYSTEM MAINTENANCE

Inspection Service:

1. TESTING FREQUENCY

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

2. SCOPE OF WORK

During the course of normal operation, the performance of your access control system(s) can change due to factors which include changes in firmware and software, component fatigue due to environmental conditions, heat, dirt, age, user/operator changes, pre-set changes, and user configuration changes. We propose to test and inspect the following functions to ensure optimum performance and continued reliable operation.

Comprehensive multi-point inspection of your Access Control System during which we perform the following:

- Verify controller firmware for latest revision and update as required.
- Review system logs for indications of forced entry, doors held open, and other issues critical to building security.
- Review database for inactive and out-dated user credentials which may be eligible for deactivation; document all
- Update headend/controller to most current software version if applicable.
- Load test all system connected batteries.
- Verify proper operation of system power supplies and charging circuits.
- Field test all system components (keypads, readers, doors, connected locking mechanisms) and record any impairments.
- Test network connection between all connected door controllers.
- Clean all control equipment.
- Review and update any events/alarms set up.
- Review system use with appropriate staff; provide follow-up training on system operation use if required.
- Provide training on features and functions of latest firmware revision.

3. CLIENT DELIVERABLES

At the end of our inspection we will provide the following deliverables:

- Completed *Card Access Inspection Report (CAIR)* with our findings and recommendations.
- Completed *Notification of Deficiency Report (NDR)* for all noted system deficiencies.
- Completed Certification of Inspection evidencing system fitness.
- A synopsis of additional features and functions to available to enhance the user experience of your equipment.

4. IMPORTANT INFORMATION (PLEASE READ)

1. Many security systems are interconnected to 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.

END OF SECTION

EXHIBIT D: FIRE DAMPER INSPECTIONS

Inspection Service:

1. TESTING FREQUENCY

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

2. SCOPE OF WORK TO BE PERFORMED

Comprehensive Inspection of automatic fire and smoke dampers, including:
Damper Type and Orientation Reporting
Damper Installation Condition Reporting
Operational Test and Function Reporting
Cleaning of system components where deemed necessary for proper operation.

3. INSPECTION REPORTING

Completed *Automatic Damper Inspection Report (ADIR)* for customer and authority having jurisdiction (AHJ).
Completed *Notification of Deficiency Report (NDR)* for all noted deficiencies.
Printed location and condition reporting of tested dampers.
Corrective action reporting for noted deficiencies.
Completed Certification of Inspection documentation for authority having jurisdiction (AHJ).

4. IMPORTANT INFORMATION - (PLEASE READ)

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

END OF SECTION

EXHIBIT E: EXTINGUISHER & E-LIGHT INSPECTIONS

Inspection Service:

1. TESTING FREQUENCY

We will schedule (1) visit per year so that fire extinguishers will be maintained (1) time per year. Monthly extinguisher inspection(s), if requested by the Customer, are provided at an additional cost.

2. SCOPE OF WORK TO BE PERFORMED

Services performed on the specified life safety equipment, as more fully detailed below:

Extinguisher Type	Quantity	Emergency Light	Quantity
Extinguishers:	(885)	E-Light(s)	-
Cartridge Ops:	-	Exit Sign(s)	-
Wheeled Units:	-	Combination Unit(s)	-
Clean Agent Units:	-	Remote Head(s)	-
K-Class Units:	-	Other Unit(s)	-
Fire Hose Type	Quantity		
Single Jacket Hose:	-	Double Jacket Hose	-

Portable Fire Extinguishers

Annual maintenance of hand portable and wheeled fire extinguishers as prescribed by the National Fire Protection Association's *NFPA Pamphlet 10 - Hand Portable Fire Extinguishers*, current edition.
Record 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".
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.

Occupant Use Fire Hose

Annual inspection of occupant use fire hose as prescribed by the National Fire Protection Association's *NFPA Pamphlet 1962 - Standard for the Care, Use, Inspection, Service Testing, and Replacement of Fire Hose, Couplings, Nozzles, and Fire Hose Appliances*, current edition.
Re-racking and tagging of all inspected hoses.

3. INSPECTION REPORTING

Completed *Extinguisher E-light Inspection Report (EEIR)* detailing work performed at your site with all replacement parts itemized.
Completed *Notification of Deficiency Report (NDR)* for noted equipment deficiencies.
Completed inspection documentation for authority having jurisdiction (AHJ).
Building Reports.com™ location reporting of all Customer-identified hand portable fire extinguishers provided for an additional cost.

EXHIBIT E: EXTINGUISHER & E-LIGHT INSPECTIONS

Inspection Service:

IMPORTANT INFORMATION

1. All repair parts, batteries, bulbs, and extinguisher recharge chemicals, unless otherwise noted herein, will be itemized and added to the cost of the inspection.
2. The cost to perform cylinder hydrostatic testing, hose continuity testing, and internal cylinder inspections, unless otherwise noted herein, will be itemized and added to the cost of the inspection.
3. 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.
4. 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.
5. 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.
6. N.F.P.A. 10 - *Standard for Portable Fire Extinguishers*, requires that all dry chemical fire extinguishers manufactured prior to 1984 be removed from service. Company will identify and itemize any such units at the time of inspection, but will not re-certify them for continued use.

END OF SECTION

EXHIBIT F: FIRE ALARM SYSTEM INSPECTION

Inspection Service:

1. FREQUENCY

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

2. SCOPE OF WORK TO BE PERFORMED

Comprehensive multi-point Inspection of the fire alarm system, covering:

Device	Quantity	Device	Quantity
Control Panel(s)	(9)	NAC Panel(s)	(51)
Audible/Visual Device(s)	#####	Module(s)	-
Pull Station(s)	(346)	Air Sampling Detector(s)	-
Smoke Detector(s)	#####	Beam Detector(s)	-
Duct Detector(s)	(150)	Voice Evac Device(s)	-
Heat Detector(s)	(118)	Ancillary System Tie In(s)	(201)

- Pre-Inspection Condition Reporting
- Control Panel Test and Inspection
- Field Panel Test and Inspection
- Peripheral Device Test and Inspection
- Biennial sensitivity testing of system smoke detectors, performed alternate years and as otherwise required.
- Cleaning of system components where deemed necessary for proper operation.

3. INSPECTION REPORTING

- Completed *Fire Alarm Inspection Report (FAIR)* for customer and authority having jurisdiction (AHJ).
- Completed *Notification of Deficiency Report (NDR)* for system deficiencies.
- Printed location and condition reporting of connected alarm and detection devices.
- Completed Certification of Inspection documentation for authority having jurisdiction (AHJ).

4. IMPORTANT INFORMATION - (PLEASE READ)

1. Customer is responsible for notifying building occupants in advance of testing to be performed by Company.
2. After hours testing of audible devices is available, if required by the Customer, for an addition fee.
3. Company will trouble-shoot and repair ground faults and other circuit disarrangements, if present on the system, on a Time and Material basis, upon written authorization or purchase order from Customer.

END OF SECTION

EXHIBIT G: GASEOUS AGENT SYSTEM INSPECTION

Inspection Service:

1. FREQUENCY

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

2. SCOPE OF WORK TO BE PERFORMED

Comprehensive multi-point inspection of the system, covering:

Device	Quantity
Suppression Control Panel(s)	(1)
Audible/Visual Device(s)	(2)
Manual Pull/Abort Station(s)	(1)
Detection Device(s)	(6)
Agent Storage Tank(s)	(1)
Releasing/Supervisory Device(s)	-
Ancillary Tie In(s)	(1)

- Pre-Inspection Condition Reporting
- Installation Condition Reporting
- Control Panel Test and Inspection
- Field Device Test and Inspection
- Calibrated sensitivity testing of system smoke detectors, performed bi-annually and as otherwise required.
- Cleaning of system components where deemed necessary for proper operation.
- Verify Department of Transportation (DOT) compliance for system cylinders.

3. INSPECTION REPORTING

- Completed *Suppression System Inspection Report (SSIR)* for customer and authority having jurisdiction (AHJ).
- Completed *Notification of Deficiency Report (NDR)* for system deficiencies.
- Printed location and condition reporting of connected alarm and detection devices.
- Record of system cylinder data (weight, pressure, hydrostatic test date, etc.)
- Completed Certification of Inspection documentation for authority having jurisdiction (AHJ).

4. IMPORTANT INFORMATION (PLEASE READ)

1. Customer is responsible for notifying building occupants in advance of testing to be performed by Company.
2. Customer is responsible for the agent stored in system containers. The cost to replace any agent deemed to be missing due to leakage, tampering, accidental, consequential, or intentional discharge, electrical or mechanical failure of the system, fire, or otherwise undetermined cause, will be the sole responsibility of the Customer.
3. Unless otherwise specified, all system tie-ins (i.e., computer shutdown, HVAC shutdown, dampers, EPO switches, PLC interfaces, etc.) will be tested at the time of the inspection during normal business hours (8:00 am to 4:30 pm, Monday through Friday except holidays). Off-hour testing of shutdowns will be done under special agreement with the Customer for an additional charge.

END OF SECTION

EXHIBIT I: INTERCOM & MASTER CLOCK SYSTEM MAINTENANCE

Inspection Service:

1. TESTING FREQUENCY

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

2. SCOPE OF WORK

Comprehensive multi-point inspection of your Intercom & Master Clock System(s) during which we perform the following:

Verify latest version of firmware and software; update as required.

Test all critical operational functions of covered system(s).

Check load on all connected amplifiers.

Clean amplifier(s) and head-end component(s).

Check sound levels and quality of audio throughout coverage area (classrooms, hallways, special function rooms, etc.)

Verify emergency paging override for remote sound systems in auditoriums, gymnasiums, MPRs and cafeterias.

Check clock circuit power supplies.

Check clock correction functions.

Review system use with appropriate staff; provide follow-up training on system operation use if required.

Provide training on features and functions of latest firmware revision.

3. CLIENT DELIVERABLES

At the end of our Inspection we will provide the following deliverables:

Completed *Intercom and Clock System Inspection Report (ICIR)* with our findings and recommendations.

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

Completed Certification of Inspection evidencing system fitness.

A synopsis of additional features and functions to available to enhance the user experience of your equipment.

4. IMPORTANT INFORMATION (PLEASE READ)

1. Customer is responsible for notifying building occupants in advance of testing to be performed by Company.
2. 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.

END OF SECTION

EXHIBIT K: PRE-ENGINEERED SYSTEM INSPECTIONS

Inspection Service:

1. FREQUENCY

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

2. SCOPE OF WORK TO BE PERFORMED

Comprehensive multi-point Inspection(s) of the wet chemical and 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 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 noted system deficiencies.
Completed Certification of Inspection documentation for authority having jurisdiction (AHJ).

4. IMPORTANT INFORMATION - (PLEASE READ)

1. The responsibility for inspection, maintenance, and cleanliness of the ventilation control and fire protection of the commercial cooking operations is the responsibility of the owner of the System. Company does not accept any transfer of responsibility for the maintenance and cleanliness of the ventilation control and fire protection of this commercial cooking operation (including, but not limited to, the Customer's responsibility to be aware of the services required and to schedule that work in a timely manner).
2. Company will replace fusible links at each inspection service.
3. 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.
4. 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.
5. Gas and electric shutdown(s) must be tested and shown to operate properly in order for the Company to complete the inspection and testing.
6. Wet and dry chemical fire suppression systems are activated when temperatures cause the fusible link(s) to operate. 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 may be extinguishing agent-related damage following the activation of the system.
7. Company will not inspect legacy dry chemical kitchen suppression and non-UL 300-listed wet chemical kitchen suppression systems as a part of this inspection agreement.
8. 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.

END OF SECTION

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 OF THE PARTIES

Company'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 to the Company:

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.

3. 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.
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, and account data entry).
4. Subscriber acknowledges and hereby agrees that he has read and fully understands the "Subscriber Monitoring Terms and Conditions" below.

EXHIBIT M: CENTRAL STATION MONITORING SERVICE

Subscriber Monitoring Agreement Terms & Conditions

- 1. TERMINATION.** COMPANY MAY SUSPEND MONITORING SERVICES OR TERMINATE THIS AGREEMENT AT ANY TIME UPON MAILING WRITTEN NOTICE TO YOU FIVE (5) DAYS BEFORE THE SUSPENSION OR TERMINATION DATE, DAYS BEFORE THE SUSPENSION OR TERMINATION DATE.
- 2. DISCLAIMER/LIMITATION OF LIABILITY.** YOU UNDERSTAND AND AGREE:
THAT NEITHER COMPANY NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS OR EMPLOYEES (COLLECTIVELY, "REPRESENTATIVES") IS AN INSURER; THAT YOU CURRENTLY HAVE AND SHALL ALWAYS MAINTAIN INSURANCE COVERING YOU, YOUR FAMILY, YOUR EMPLOYEES AND OTHERS WHO MAY BE ON YOUR PREMISES FOR MEDICAL, DISABILITY LIFE, AND PROPERTY DAMAGE; THAT RECOVERY FOR ALL SUCH LOSS, DAMAGE, COST AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY; AND THAT COMPANY AND REPRESENTATIVES ARE RELEASED FROM ALL LIABILITY DUE TO ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE, THE IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM, BREACH OF CONTRACT, EXPRESS OR IMPLIED, BREACH OF WARRANTY, EXPRESS OR IMPLIED, OR BY LOSS OR DAMAGE TO OR MALFUNCTION OF FACILITIES NECESSARY TO OPERATE THE SYSTEM, TRANSMIT ANY SIGNAL OR VIDEO IMAGE, OR OPERATE ANY MONITORING FACILITY.
YOU FURTHER UNDERSTAND AND AGREE; THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF COMPANY OR REPRESENTATIVES FOR ANY LOSS, DAMAGE, COST OR EXPENSE DUE TO ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE WHICH OCCURS BEFORE OR AFTER THE SIGNING OF THIS AGREEMENT, PRODUCT OR STRICT LIABILITY, BREACH OF WARRANTY, EXPRESS OR IMPLIED, BREACH OF CONTRACT, EXPRESS OR IMPLIED, OR FOR CONTRIBUTION OR INDEMNIFICATION, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$1,000.00 COLLECTIVELY FOR COMPANY AND REPRESENTATIVES. IN THE EVENT THAT YOU WISH TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, YOU MAY, AS A MATTER OF RIGHT, OBTAIN A HIGHER LIMIT BY PAYING A CHARGE FOR THE INCREASE IN SUCH LIMIT OF LIABILITY, BUT THIS CHARGE OR ANY HIGHER LIMITATION SHALL IN NO WAY BE INTERPRETED TO HOLD COMPANY OR REPRESENTATIVES AS AN INSURER.
- 3. TRANSMISSION OF DATA, VIDEO OR VOICE.** YOU ACKNOWLEDGE AND AGREE THAT THE SYSTEM IS A NON-SUPERVISED REPORTING DEVICE. IF THE TRANSMISSION MEDIUM FOR DELIVERY OF DATA, VIDEO IMAGES OR VOICE OR OTHER AUDIO COMMUNICATIONS FROM YOUR SYSTEM TO THE MONITORING FACILITY IS INCOMPATIBLE WITH THE SYSTEM OR IS INOPERATIVE, CIRCUMVENTED, COMPROMISED OR INTERRUPTED BY NATURAL OR HUMAN CAUSES INCLUDING, WITHOUT LIMITATION, THE CUTTING OF THE TELEPHONE LINE, RADIO TRANSMISSION INTERFERENCE, POWER LINE SURGES OR OUTAGES, INTERNET OR BROADBAND PROBLEMS AND INTERNET OR BROADBAND PROVIDER PROBLEMS, THERE IS NO INDICATION OF THIS FACT AT THE MONITORING FACILITY. FURTHER, YOU UNDERSTAND THAT (I) A VIDEO SYSTEM ENABLES COMPANY TO VIEW YOUR PREMISES ("PREMISES"), AND (II) A TWO-WAY VOICE SYSTEM ENABLES COMPANY TO "LISTEN-IN" TO YOUR PREMISES. YOU AUTHORIZE AND CONSENT TO COMPANY VIEWING YOUR PREMISES AND THE AREA OUTSIDE OF YOUR PREMISES AND LISTENING-IN AND RELEASE COMPANY AND REPRESENTATIVES FOR ALL CLAIMS, LOSSES, DAMAGES, COSTS AND EXPENSES DUE TO COMPANY VIEWING YOUR PREMISES AND THE AREA OUTSIDE OF YOUR PREMISES AND LISTENING-IN TO YOUR PREMISES.
- 4. RELEASE OF INSURED LOSSES AND WAIVER OF SUBROGATION.** YOU HEREBY WAIVE ANY RIGHTS YOUR INSURANCE COMPANY MAY HAVE TO BE REIMBURSED BY COMPANY OR REPRESENTATIVES FOR MONEY PAID TO YOU OR ON YOUR BEHALF. YOU HEREBY RELEASE COMPANY AND REPRESENTATIVES FOR ALL LOSSES, DAMAGES AND EXPENSES WHICH ARE INSURED.
- 5. INDEMNIFICATION.** IF ANYONE OTHER THAN YOU, INCLUDING YOUR INSURANCE COMPANY, ASKS COMPANY OR REPRESENTATIVES TO PAY FOR ANY LOSS, DAMAGE OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ECONOMIC LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) DUE TO (I) BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED, (II) ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE BY COMPANY OR REPRESENTATIVES, (III) FAILURE OR MALFUNCTION OF THE SYSTEM OR THE MONITORING FACILITY, (IV) RECORDING OF COMMUNICATIONS OR VIDEO SURVEILLANCE/RECORDING, (V) PRODUCT OR STRICT LIABILITY, OR (VI) A CLAIM FOR SUBROGATION, INDEMNIFICATION OR CONTRIBUTION, YOU AGREE TO PAY (WITHOUT ANY CONDITION THAT COMPANY OR REPRESENTATIVES FIRST PAY) FOR ALL LOSSES, DAMAGES, COSTS AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY COMPANY OR REPRESENTATIVES.
- 6. SUSPENSION OF SERVICE.** SHOULD THERE BE A TERMINATION OR SUSPENSION OF THE CONTRACT BETWEEN DEALER AND COMPANY, OR UPON TERMINATION OR SUSPENSION OF MONITORING SERVICES FOR ANY REASON UNDER COMPANY'S CONTRACT WITH DEALER, OR IF THE SYSTEM EXCESSIVELY SENDS VIDEO IMAGES OR SIGNALS TO COMPANY'S MONITORING FACILITY, YOU UNCONDITIONALLY AND IRREVOCABLY AUTHORIZE COMPANY TO, WITHOUT LIMITATION, CONCURRENTLY OR CONSECUTIVELY, DO ANY ONE OR MORE OF THE FOLLOWING: IGNORE ALL VIDEO IMAGES AND SIGNALS RECEIVED FROM THE SYSTEM, DISCONNECT THE SYSTEM, OR RENDER THE SYSTEM INCAPABLE OF SIGNALING LOCALLY OR COMMUNICATING WITH THE MONITORING FACILITY BY DELETION OR MODIFICATION OF DATA NECESSARY TO OPERATE THE SYSTEM AND COMPANY'S OBLIGATIONS HEREUNDER ARE WAIVED AUTOMATICALLY WITHOUT NOTICE TO YOU. YOU AGREE THAT COMPANY'S OBLIGATIONS HEREUNDER ARE WAIVED AUTOMATICALLY WITHOUT NOTICE TO YOU. YOU RELEASE COMPANY FOR ALL LOSS, DAMAGE AND EXPENSE IN THE EVENT THE MONITORING FACILITY, EQUIPMENT, OR FACILITIES NECESSARY TO OPERATE THE SYSTEM OR MONITORING FACILITY ARE INTERRUPTED, CIRCUMVENTED, COMPROMISED, DESTROYED, DAMAGED, INOPERABLE OR MALFUNCTION (COLLECTIVELY, AN "INTERRUPTION") FOR ANY REASON WHATSOEVER INCLUDING, WITHOUT LIMITATION, COMPANY'S SOLE, JOINT OR SEVERAL NEGLIGENCE, FOR THE DURATION OF SUCH INTERRUPTION OF SERVICE.
- 7. FALSE ALARMS.** IN THE EVENT THE SYSTEM IS ACTIVATED FOR ANY REASON WHATSOEVER, YOU SHALL PAY, WITHOUT ANY RIGHT TO BE REIMBURSED BY COMPANY, ALL FINES, FEES, COSTS, EXPENSES AND PENALTIES ASSESSED AGAINST YOU OR COMPANY BY ANY COURT OR GOVERNMENTAL AGENCY.
- 8. BINDING AGREEMENT.** THIS AGREEMENT BECOMES BINDING UPON COMPANY ONLY (I) WHEN SIGNED BY AN AUTHORIZED REPRESENTATIVE OF COMPANY, WHO MUST BE A CORPORATE OFFICER IF (A) THERE ARE ANY ADDITIONS TO THE AGREEMENT, OR (B) ANY OF THE PRINTED TERMS AND CONDITIONS HAVE BEEN ALTERED, DELETED OR SUBSTITUTED BY OTHER WORDING, OR (II) UPON COMMENCEMENT OF SERVICES. PROVIDED, HOWEVER, IN SUCH EVENT CLAUSE (I) APPLIES, YOU AGREE THAT (X) ANY AND ALL MODIFICATIONS TO THIS AGREEMENT BY YOU ARE DEEMED REJECTED BY COMPANY, AND (Y) THE ONLY TERMS AND CONDITIONS APPLICABLE TO THE SERVICES PROVIDED TO OR FOR YOU ARE SET FORTH IN THIS UNMODIFIED AGREEMENT.
- 9. APPLICABLE LAW.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF NEW JERSEY.
- 10. TYPE AND PLACE OF SUIT.** YOU AND COMPANY EACH UNCONDITIONALLY AND IRREVOCABLY AGREE THAT ALL CLAIMS, ACTIONS OR PROCEEDINGS ARISING OUT OF OR FROM, IN CONNECTION WITH, AS A RESULT OF, RELATED TO OR AS A CONSEQUENCE OF THIS AGREEMENT OR THE SERVICES (A "SUIT") SHALL BE LIMITED TO BREACH OF THIS AGREEMENT ONLY (ALL OTHER TYPES OF CLAIMS BEING HEREBY WAIVED AND COMPANY AND REPRESENTATIVES BEING HEREBY RELEASED) BROUGHT EXCLUSIVELY IN THE STATE OR FEDERAL COURTS LOCATED IN THE DISTRICT OR COUNTY WHERE COMPANY'S MONITORING FACILITY IS LOCATED AND YOU AND COMPANY EACH UNCONDITIONALLY AND IRREVOCABLY CONSENT TO THE EXCLUSIVE JURISDICTION OF THESE COURTS.
- 11. SERVICE OF PROCESS.** YOU AND COMPANY EACH AUTHORIZE AND CONSENT TO SERVICE OF PROCESS BY U.S. MAIL, CERTIFIED, RETURN RECEIPT REQUESTED, OR NATIONAL OVERNIGHT COURIER SERVICE (WITH CONFIRMATION OF RECEIPT).
- 12. WAIVER OF TRIAL BY JURY.** YOU AND COMPANY EACH HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY SUIT BROUGHT BY EITHER PARTY.
- 13. CONTRACTUAL LIMITATION OF ACTIONS.** ALL SUITS AGAINST COMPANY OR REPRESENTATIVES MUST BE COMMENCED IN COURT WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED, WITHOUT JUDICIAL EXTENSION OF TIME, OR SAID SUIT IS BARRED. THE TIME PERIOD IN THIS PARAGRAPH MUST BE STRICTLY COMPLIED WITH.
- 14. ASSIGNABILITY OF AGREEMENT.** THIS AGREEMENT IS NOT ASSIGNABLE BY YOU, THIS AGREEMENT OR ANY PORTION THEREOF IS ASSIGNABLE BY COMPANY AND, UPON ASSIGNMENT, COMPANY SHALL HAVE NO FURTHER DUTY, OBLIGATION, RESPONSIBILITY OR LIABILITY TO YOU.
- 15. MONITORING SERVICE.** MONITORING SERVICE CONSISTS SOLELY OF MONITORING SERVICE PERSONNEL ("OPERATOR") COMMUNICATING ELECTRONICALLY WITH FIRST RESPONDERS OR CALLING BY TELEPHONE THE TELEPHONE NUMBERS SUPPLIED BY YOU OR DEALER IN WRITING FOR THE POLICE, SHERIFF, FIRE, MEDICAL, AMBULANCE, GUARD, PATROL AND RESPONSE SERVICES, AND OTHER GOVERNMENTAL, QUASI-GOVERNMENTAL, PRIVATE OR VOLUNTEER AGENCIES, DEPARTMENTS AND ORGANIZATIONS (COLLECTIVELY, "FIRST RESPONDERS") AND PERSONS IDENTIFIED BY YOU AS YOUR EMERGENCY CONTACTS (THE "CALL LIST") WITHIN A REASONABLE PERIOD OF TIME UNDER THE CIRCUMSTANCES AT THE MONITORING FACILITY AND THE PRIORITY OF THE SIGNALS WHICH ARE IDENTIFIED IN WRITING ("LISTED CODES") OR VIDEO IMAGES WHICH, IN THE OPERATOR'S SOLE AND ABSOLUTE DISCRETION, CLEARLY AND CONSPICUOUSLY REVEAL THE NECESSITY FOR MONITORING SERVICES APPEAR ON THE OPERATOR'S COMPUTER SCREEN AT THE MONITORING FACILITY OR WHEN VOICE COMMUNICATION REQUESTING ASSISTANCE IS RECEIVED BY AN OPERATOR FROM YOU OR FROM THE PREMISES (COLLECTIVELY, "MONITORING SERVICES"). NO MONITORING SERVICE SHALL BE RENDERED FOR VOICE COMMUNICATION WHICH DOES NOT REQUEST ASSISTANCE OR FOR VIDEO IMAGES WHICH DO NOT CLEARLY AND CONSPICUOUSLY REVEAL THE NECESSITY FOR MONITORING SERVICE. IN THE EVENT A SIGNAL IS RECEIVED AT THE MONITORING FACILITY WHICH IS NOT A LISTED CODE, YOU AGREE THAT COMPANY'S SOLE DUTY AND OBLIGATION IS FOR COMPANY TO LOG THE SIGNAL (THE "UNLISTED CODE POLICY").

EXHIBIT M: CENTRAL STATION MONITORING SERVICE

Subscriber Monitoring Agreement Terms & Conditions (Cont.)

IF THE PREMISES IS LOCATED IN A JURISDICTION REQUIRING A PERSONAL VERIFIED ON-SITE RESPONSE ("VERIFIED RESPONSE") PRIOR TO DISPATCHING A FIRST RESPONDER, IT IS YOUR SOLE RESPONSIBILITY TO ENGAGE A SERVICE TO PROVIDE SUCH VERIFIED RESPONSE. ALL FEES, COSTS AND EXPENSES IN CONNECTION WITH VERIFIED RESPONSE SHALL BE BORNE BY YOU ONLY. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, (A) UPON RECEIPT OF A LISTED CODE OR VIDEO IMAGES AND PRIOR TO COMMUNICATING ELECTRONICALLY OR BY TELEPHONE TO FIRST RESPONDERS OR THE CALL LIST, COMPANY MAY, IN ITS SOLE AND ABSOLUTE DISCRETION AND WITHOUT ANY LIABILITY, ATTEMPT TO TELEPHONE THE PREMISES OR ATTEMPT TO CONTACT YOU THROUGH TELEPHONE, ELECTRONIC MAIL, TEXT MESSAGE OR OTHER SIMILAR MEANS OF COMMUNICATION AT NUMBERS OR ADDRESSES PROVIDED BY YOU OR DEALER IN WRITING, AS FREQUENTLY AS COMPANY DEEMS APPROPRIATE TO VERIFY THE NECESSITY TO REPORT THE RECEIPT OF A LISTED CODE OR VIDEO IMAGES TO FIRST RESPONDERS OR THE CALL LIST, AND (B) UPON THE RECEIPT OF AN ABORT CODE OR ORAL OR ELECTRONIC ADVICE TO DISREGARD THE RECEIPT OF A LISTED CODE OR VIDEO IMAGES FROM YOU OR ANY OF YOUR PERSONAL CONTACTS ON THE CALL LIST, ALL OF WHOM HAVE YOUR AUTHORITY AND CONSENT TO DIRECT COMPANY TO DISREGARD RECEIPT OF A LISTED CODE, COMPANY MAY, IN ITS SOLE AND ABSOLUTE DISCRETION AND WITHOUT ANY LIABILITY, REFRAIN FROM CONTACTING FIRST RESPONDERS OR THE CALL LIST OR ADVISE ANYONE PREVIOUSLY NOTIFIED OF A LISTED CODE OR VIDEO IMAGES OF RECEIPT OF AN ABORT CODE OR ORAL OR ELECTRONIC ADVICE TO DISREGARD THE RECEIPT OF THE LISTED CODE OR VIDEO IMAGES.

COMPANY'S EFFORTS TO NOTIFY FIRST RESPONDERS OR THE CALL LIST SHALL BE SATISFIED BY ADVICE ELECTRONICALLY OR BY TELEPHONE TO ANY PERSON ANSWERING THE TELEPHONE AT THE TELEPHONE NUMBER(S) PROVIDED TO COMPANY IN WRITING OR BY LEAVING A MESSAGE WITH A TELEPHONE ANSWERING SERVICE OR ANY MECHANICAL, ELECTRICAL, ELECTRONIC OR OTHER TECHNOLOGY PERMITTING THE RECORDATION OF VOICE OR DATA COMMUNICATIONS YOU ACKNOWLEDGE AND AGREE THAT (I) ALL SOFTWARE, HARDWARE, FIRMWARE, CODES, SIGNALS, AUDIO AND VOICE COMMUNICATIONS, VIDEO IMAGES, INFORMATION AND DOCUMENTATION ARISING OUT OF OR FROM, IN CONNECTION WITH, RELATED TO AS A CONSEQUENCE OF OR RESULTING FROM THIS AGREEMENT OR THE SERVICES (COLLECTIVELY, THE "IP PROPERTY") ARE THE SOLE AND EXCLUSIVE PROPERTY OF COMPANY AND YOU HAVE NO RIGHTS WHATSOEVER IN ANY OF THE IP PROPERTY AND (II) COMPANY SHALL HAVE THE RIGHT IN ITS SOLE AND ABSOLUTE DISCRETION TO DESTROY, DELETE, ERASE, ETC. (COLLECTIVELY, "DESTRUCTION") THE IP PROPERTY AT ANY TIME WITHOUT NOTICE TO YOU; PROVIDED, THAT UPON YOUR WRITTEN REQUEST TO RETAIN ANY SPECIFIC IP PROPERTY BEING RECEIVED BY COMPANY PRIOR TO THE DESTRUCTION OF THE IP PROPERTY, COMPANY SHALL USE COMMERCIALY REASONABLE EFFORTS TO STORE THE SPECIFIC IP PROPERTY AS REQUESTED BY YOU ON THE CONDITION PRECEDENT THAT YOU PAY ALL FEES, COSTS AND EXPENSES RELATED TO YOUR REQUEST.

16. SERVICE INFORMATION OBLIGATION OF SUBSCRIBER. ONLY YOUR AGENT THE DEALER SHALL PROPERLY AND ACCURATELY COMPLETE AND DELIVER TO COMPANY IN WRITING ALL INFORMATION REQUIRED BY COMPANY TO PERFORM MONITORING SERVICES UNDER THIS AGREEMENT ("INFORMATION"). ALL INFORMATION (AND ALL ADDITIONS, MODIFICATIONS OR CHANGES) SHALL BE (I) YOUR SOLE AND ABSOLUTE RESPONSIBILITY, AND (II) IN WRITING OR ELECTRONICALLY TRANSMITTED BY DEALER TO COMPANY. ALL INFORMATION SHALL NOT BECOME AVAILABLE FOR USE UNTIL TRANSFERRED BY COMPANY TO ITS DATABASE WHICH SHALL OCCUR NOT SOONER THAN THE NEXT BUSINESS DAY AFTER RECEIPT OF THE INFORMATION AT THE MONITORING FACILITY. NO ORAL COMMUNICATION SHALL BE BINDING ON COMPANY. NOTWITHSTANDING THE FOREGOING, IN THE EVENT COMPANY PROVIDES OR AGREES TO PROVIDE ANY OF THE INFORMATION, SUBSCRIBER HEREBY RELEASES COMPANY FOR ANY AND ALL ACTS, ERRORS OR OMISSIONS OF COMPANY, INCLUDING COMPANY'S ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE ARISING OUT OF OR FROM OR RELATED TO COMPANY PROVIDING, FAILING TO PROVIDE OR AGREEING TO PROVIDE ANY INFORMATION.
17. INTEGRATED AGREEMENT. THIS INSTRUMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN YOU AND COMPANY. NEITHER PARTY HAS AUTHORITY TO MAKE OR CLAIM ANY REPRESENTATION, TERM, PROMISE, CONDITION, STATEMENT, WARRANTY, OR INDUCEMENT (COLLECTIVELY, "INDUCEMENT") WHICH IS NOT EXPRESSED HEREIN. YOU AND COMPANY EACH REPRESENT THAT IT/HE/SHE IS NOT RELYING ON ANY INDUCEMENT IN SIGNING THIS AGREEMENT WHICH IS NOT EXPRESSED IN THE AGREEMENT.
18. VALID AGREEMENT. SHOULD ANY PROVISION HEREOF (OR PORTION THEREOF), OR ITS APPLICATION TO ANY CIRCUMSTANCES, BE HELD ILLEGAL, INVALID OR UNENFORCEABLE TO ANY EXTENT, THE VALIDITY AND ENFORCEABILITY OF THE REMAINDER OF THE PROVISION AND THIS AGREEMENT, OR OF SUCH PROVISIONS AS APPLIED TO ANY OTHER CIRCUMSTANCES, SHALL NOT BE AFFECTED THEREBY, AND SHALL REMAIN IN FULL FORCE AND EFFECT AS VALID, BINDING AND CONTINUING. UPON DETERMINATION THAT ANY PROVISION OR PORTION THEREOF IS INVALID, ILLEGAL OR UNENFORCEABLE, THE COURT OR OTHER DISPUTE RESOLUTION FORUM SHALL MODIFY THE PROVISION OR PORTION THEREOF SO AS TO EFFECT THE ORIGINAL INTENT OF THE PARTIES AS CLOSELY AS POSSIBLE SO THAT SUCH PROVISION OR PORTION THEREOF IS VALID, LEGAL AND ENFORCEABLE.
19. MODIFICATIONS. ALL CHANGES OR AMENDMENTS TO THIS AGREEMENT MUST BE IN WRITING AND SIGNED BY YOU AND COMPANY TO BE BINDING.
20. RIGHT TO SUBCONTRACT. COMPANY MAY, IN ITS SOLE ABSOLUTE DISCRETION, SUBCONTRACT FOR THE PROVISION OF SERVICES UNDER THIS AGREEMENT. YOU AGREE THAT THE PROVISIONS OF THIS AGREEMENT INURE TO THE BENEFIT OF AND ARE APPLICABLE TO ANY SUBCONTRACTORS ENGAGED BY COMPANY TO PROVIDE ANY MONITORING SERVICE TO YOU, AND BIND YOU TO SAID SUBCONTRACTOR WITH THE SAME FORCE AND EFFECT AS THEY BIND YOU TO COMPANY.
21. CONSENT TO INTERCEPT, RECORD, DISCLOSE AND USE CONTENTS OF COMMUNICATIONS. YOU, FOR YOURSELF AND AS THE AUTHORIZED AGENT OF YOUR FAMILY, GUESTS, AGENTS, SERVANTS, REPRESENTATIVES AND EMPLOYEES (INDIVIDUALLY AND COLLECTIVELY, "ANY PERSON"), HEREBY CONSENT TO COMPANY INTERCEPTING, RECORDING, RETRIEVING, REVIEWING, COPYING, DISCLOSING AND USING THE CONTENTS OF ALL TELEPHONE, VIDEO, WIRE, ORAL, ELECTRONIC, INTERNET, BROADBAND AND OTHER FORMS OF TRANSMISSION OR COMMUNICATION TO WHICH COMPANY AND YOU OR ANY PERSON ARE PARTIES.
22. MEDICAL EMERGENCY SIGNAL. YOU ACKNOWLEDGE AND AGREE THAT COMPANY'S SOLE RESPONSIBILITY UPON RECEIPT OF A MEDICAL EMERGENCY SIGNAL TRANSMITTED FROM THE SYSTEM IS TO CALL BY TELEPHONE THE MEDICAL ASSISTANCE PROVIDERS AS DIRECTED BY YOU. YOU UNDERSTAND AND AGREE THAT COMPANY AND REPRESENTATIVES ARE HEREBY RELEASED FROM ALL LIABILITY DUE TO ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF COMPANY OR REPRESENTATIVES WHICH YOU, OR ANYONE CLAIMING THROUGH YOU, IN ANY WAY MIGHT OR COULD CLAIM AGAINST COMPANY OR REPRESENTATIVES BASED UPON, ARISING OUT OF OR FROM, IN CONNECTION WITH, RESULTING FROM, RELATED TO OR AS A CONSEQUENCE OF COMPANY'S FAILURE OR IMPROPER DISPATCH OF MEDICAL ASSISTANCE PROVIDERS.
23. SUBSCRIBER AS SURETY. YOU AGREE TO BE A SURETY FROM THE OBLIGATIONS OF DEALER TO COMPANY INCLUDING, WITHOUT LIMITATION, ALL CHARGES FOR SERVICES RENDERED OR TO BE RENDERED BY COMPANY TO YOU, UPON WRITTEN NOTICE TO YOU THAT DEALER IS IN DEFAULT OR BREACH OF ITS AGREEMENT WITH COMPANY.
24. SUBSCRIBER OBLIGATIONS. IF THE BUSINESS RELATIONSHIP BETWEEN YOU AND DEALER TERMINATES, OR IF YOU SELL OR NO LONGER OCCUPY THE ENTIRE PREMISES, YOU SHALL IMMEDIATELY (I) NOTIFY COMPANY IN WRITING, AND (II) DEPROGRAM THE SYSTEM SO THAT THE SYSTEM WILL NOT COMMUNICATE WITH THE MONITORING FACILITY.
25. PARAGRAPH HEADINGS. THE PARAGRAPH TITLES USED HEREIN ARE FOR CONVENIENCE OF THE PARTIES ONLY AND SHALL NOT BE CONSIDERED IN CONSTRUING THE PROVISIONS OF THIS AGREEMENT.
26. COMPANY AS SUBCONTRACTOR. YOU UNDERSTAND AND AGREE THAT (I) THE RELATIONSHIP BETWEEN COMPANY AND DEALER IS ONE OF INDEPENDENT CONTRACTORS WHERE COMPANY IS A SUBCONTRACTOR OF DEALER AND NOT A PARTNER OR JOINT VENTURE WITH DEALER, AND (II) COMPANY SHALL NOT BE LIABLE TO YOU, DIRECTLY OR INDIRECTLY, FOR ANY LIABILITY OF DEALER TO YOU.
27. RIGHT TO NOTICE AND CURE. IN THE EVENT OF ANY BREACH OF THIS AGREEMENT BY COMPANY, YOU AGREE TO PROVIDE WRITTEN NOTICE TO COMPANY SPECIFICALLY IDENTIFYING THE NATURE OF THE BREACH AND THE PROVISIONS OF THIS AGREEMENT AFFECTED THEREBY, AND TO PERMIT COMPANY TO CURE THE BREACH WITHIN FIVE (5) BUSINESS DAYS AFTER RECEIPT OF THE WRITTEN NOTICE OR, IF THE BREACH CANNOT BE REASONABLY CURED WITHIN SAID PERIOD, TO PROMPTLY COMMENCE TO CURE AND DILIGENTLY PROCEED UNTIL CURED. IF COMPANY CURES ANY SAID BREACH AS PROVIDED HEREIN, THIS AGREEMENT SHALL CONTINUE UNABATED AND COMPANY SHALL NOT BE LIABLE TO YOU FOR ANY LOSS, DAMAGE OR EXPENSE ARISING OUT OF OR FROM, RESULTING FROM, RELATED TO, IN CONNECTION WITH OR AS A CONSEQUENCE OF ANY SAID BREACH.
28. DEALER AS AGENT; REVOCATION; RATIFICATION; RETROACTIVE DATE. YOU HEREBY APPOINT DEALER AS YOUR AGENT TO GIVE DIRECTION TO COMPANY AS IF DONE BY YOU IN YOUR OWN RIGHT CONCERNING ANY AND ALL MATTERS ARISING OUT OF OR FROM IN CONNECTION WITH OR RELATED TO THE PERFORMANCE OF MONITORING SERVICES. THE AUTHORITY GRANTED TO DEALER UNDER THIS SECTION SHALL CONTINUE TO BE BINDING UPON YOU UNTIL REVOCATION IN WRITING, SIGNED BY YOU, SHALL HAVE BEEN ACTUALLY RECEIVED BY COMPANY; AND NO SUCH NOTICE SHALL AFFECT ANYTHING DONE BY COMPANY IN RELIANCE HEREON OR PURSUANT HERETO PRIOR TO ACTUAL RECEIPT OF SAID WRITTEN AND SIGNED NOTICE OF REVOCATION. YOU HEREBY RATIFY AND CONFIRM ALL PRIOR AND CONTEMPORANEOUS ACTS OF DEALER IN ACCORDANCE WITH THIS SECTION WHICH YOU ACKNOWLEDGE AND AGREE SHALL BE AND IS DEEMED TO BE RETROACTIVE TO THE INITIAL DATE COMPANY PERFORMED ANY SERVICES FOR YOU OR ON YOUR BEHALF AS A SUBCONTRACTOR OR DEALER.

EXHIBIT M: CENTRAL STATION MONITORING SERVICE

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29. INTERNET SERVICES. COMPANY HEREBY GRANTS TO YOU A NON-EXCLUSIVE, NON-TRANSFERABLE LICENSE TO ACCESS COMPANY'S PORTAL VIA THE INTERNET TO INPUT, DELETE AND MODIFY INFORMATION THROUGH THE INTERNET, EXCEPT FOR YOU (A) FAILURE TO KEEP CONFIDENTIAL ALL INFORMATION, PASSWORDS, ETC., (B) USE OF THE LICENSE OR THE INFORMATION IN ANY MANNER THAT NEGATIVELY AFFECTS COMPANY, (C) USE OF THE LICENSE OR THE INFORMATION FOR ANY ILLEGAL PURPOSE, OR (D) VIOLATION OF ANY APPLICABLE LAW, THIS LICENSE SHALL CONTINUE AND BE COEXTENSIVE WITH THE TERM OF THIS AGREEMENT. YOU SHALL BE SOLELY AND ABSOLUTELY RESPONSIBLE FOR THE INFORMATION WHICH YOU OR DEALER INPUTS, DELETES OR MODIFIES. YOU AGREE THAT UPON TERMINATION OF THIS AGREEMENT OR TERMINATION OR SUSPENSION OF THE LICENSE BY COMPANY, COMPANY MAY IMMEDIATELY, AND WITHOUT NOTICE, DISABLE YOUR ACCESS TO COMPANY'S PORTAL AND CANCEL ALL PASSWORDS OR OTHER ACCESS CODES.
30. EXECUTION IN COUNTERPARTS AND BY FACSIMILE OR ELECTRONIC MAIL. 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 INSTRUMENTS. THE PARTIES AGREE THAT THIS AGREEMENT AND THE SIGNATURES AFFIXED HERETO MAY BE TRANSMITTED AND DELIVERED BY FACSIMILE AND ELECTRONIC MAIL (SCANNED COPY DELIVERED IN PDF VERSION) ("ELECTRONIC MAIL") AND THAT ALL SUCH SIGNATURES AND THE AGREEMENT TRANSMITTED OR DELIVERED BY FACSIMILE OR ELECTRONIC MAIL SHALL BE DEEMED TO BE ORIGINALS FOR ALL PURPOSES AND GIVEN THE SAME LEGAL FORCE AND EFFECT AS THE ORIGINAL AGREEMENT AND ORIGINAL SIGNATURES.
31. STORAGE OF AGREEMENT AND INFORMATION. YOU AUTHORIZE COMPANY TO SCAN, IMAGE OR OTHERWISE CONVERT, STORE OR RETAIN THIS AGREEMENT AND ALL INFORMATION AND OTHER WRITTEN MATERIALS IN AN ELECTRONIC FORMAT OF ANY NATURE AND, IN THE SOLE AND ABSOLUTE DISCRETION OF COMPANY, TO DESTROY ALL WRITTEN DOCUMENTS OR MATERIALS WHICH HAVE BEEN SO CONVERTED. YOU AGREE THAT AN ELECTRONICALLY PRODUCED COPY OF THIS AGREEMENT AND ALL OTHER WRITTEN DOCUMENTS AND MATERIALS SO CONVERTED IS LEGALLY EQUIVALENT TO THE ORIGINAL FOR ANY AND ALL PURPOSES, INCLUDING LITIGATION
32. VIDEO SYSTEMS. IF THE SYSTEM TRANSMITS VIDEO IMAGES, YOU SHALL (I) PROVIDE AND MAINTAIN ADEQUATE POWER AND LIGHTING FOR ALL CAMERAS OR OTHER VIDEO RELATED EQUIPMENT; (II) INFORM ALL PERSONS ON THE PREMISES THAT MAY BE MONITORED BY VIDEO; (III) NOT USE OR PERMIT THE USE OF VIDEO INSTALLED WHERE ANY PERSON MAY HAVE A REASONABLE EXPECTATION OF PRIVACY; (IV) USE BROADBAND CONNECTIVITY EXCLUSIVELY TO TRANSMIT VIDEO IMAGES FROM THE SYSTEM; (V) USE THE VIDEO SYSTEM FOR SECURITY SURVEILLANCE AND MANAGEMENT SERVICES ONLY; (VI) NOT USE THE VIDEO SYSTEM FOR ANY CRIMINAL, ILLEGAL, OR OTHERWISE UNLAWFUL ACTIVITY; AND (VII) OBTAIN AND KEEP IN EFFECT ALL PERMITS OR LICENSES REQUIRED FOR THE INSTALLATION AND OPERATION OF THE VIDEO SYSTEM. YOU UNDERSTAND AND AGREE THAT (I) A VIDEO SYSTEM ENABLES COMPANY TO RECORD, STORE AND REVIEW IMAGES OF THE INTERIOR OF THE PREMISES AND THE AREA OUTSIDE OF THE PREMISES, AND (II) VIDEO WITH AUDIO CAPABILITY ENABLES COMPANY TO RECORD, STORE AND REVIEW ORAL COMMUNICATIONS FROM IN AND OUTSIDE OF THE PREMISES. YOU HEREBY AGREE, AUTHORIZE AND CONSENT TO COMPANY RECORDING, STORING AND REVIEWING VIDEO IMAGES AND ORAL COMMUNICATIONS TRANSMITTED FROM THE VIDEO SYSTEM AT THE PREMISES.
- MONITORING SERVICE IN CONNECTION WITH THE RECEIPT OF VIDEO IMAGES AT COMPANY'S MONITORING FACILITY CONSISTS SOLELY OF OPERATOR COMMUNICATING ELECTRONICALLY OR CALLING BY TELEPHONE THE PROPER AUTHORITIES WITHIN A REASONABLE PERIOD OF TIME UNDER THE CIRCUMSTANCES AT THE MONITORING FACILITY (INCLUDING, WITHOUT LIMITATION, THE PRIORITY OF ALL SIGNALS AND VIDEO IMAGES RECEIVED BY THE MONITORING FACILITY) AFTER VIDEO IMAGES WHICH, IN THE OPERATOR'S SOLE AND ABSOLUTE DISCRETION, CLEARLY AND CONSPICUOUSLY REVEAL THE NECESSITY FOR MONITORING SERVICE APPEAR ON THE OPERATOR'S COMPUTER SCREEN AT THE MONITORING FACILITY; PROVIDED, THAT THE OPERATOR SHALL NOT BE REQUIRED TO VIEW THE VIDEO IMAGES MORE THAN ONE TIME AS THE VIDEO IMAGES APPEAR ON THE OPERATOR'S COMPUTER SCREEN.
- NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, COMPANY'S OBLIGATION TO PERFORM MONITORING SERVICE IN CONNECTION WITH ANY LISTED CODE RECEIVED FROM ANY INTRUSION DETECTION SYSTEM AT THE PREMISES IS CONDITIONED ON (I) RECEIPT OF VIDEO IMAGES FROM THE VIDEO SYSTEM RELATED TO THE LISTED CODE, AND (II) OPERATOR'S DETERMINATION, PURSUANT TO THIS SECTION, OF WHETHER TO COMMUNICATE ELECTRONICALLY OR CALL BY TELEPHONE FIRST RESPONDERS OR THE CALL LIST.
33. EMAIL NOTICE. IN THE EVENT YOU ELECT TO RECEIVE AUTOMATIC EMAIL NOTICE OF CERTAIN SYSTEM EVENTS, E.G., THE ARMING OR DISARMING OF THE SYSTEM, YOU ACKNOWLEDGE, UNDERSTAND AND AGREE THAT (I) ANY SUCH NOTICE IS CONDITIONED ON (A) RECEIPT OF THE DATA AT COMPANY'S CENTRAL STATION, (B) THE PROPER OPERATION OF COMMUNICATION EQUIPMENT, SERVICES, SYSTEMS AND NETWORKS INCLUDING, WITHOUT LIMITATION, THE INTERNET, AND (C) ANY FAILURE, MALFUNCTION OR DELAY IN PROCESSING OR TRANSMITTING THE DATA BY COMPANY'S EQUIPMENT OR SOFTWARE, AND (II) COMPANY IS HEREBY RELEASED FROM ANY LIABILITY ARISING OUT OF OR FROM, RESULTING FROM OR IN CONNECTION WITH THE FAILURE, MALFUNCTION OR DELAY OF ANY SUCH NOTICE FOR ANY REASON, INCLUDING COMPANY'S OR REPRESENTATIVE'S SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE.
34. CONSENT TO CALL SUBSCRIBER AND CALL LIST. YOU, FOR YOURSELF AND AS THE AUTHORIZED AGENT OF EACH PERSON ON YOUR CALL LIST FROM TIME-TO-TIME, CONSENT TO COMPANY CALLING EACH SUCH PERSON'S CELL PHONE OR OTHER MOBILE DEVICE.

END OF SECTION

EXHIBIT N: NURSE CALL SYSTEM MAINTENANCE

Inspection Service:

1. TESTING FREQUENCY

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

2. SCOPE OF WORK TO BE PERFORMED

During the course of normal operation, the reliability of a critical life safety Nurse Call system can change due to several factors including; changes in firmware and software, component fatigue due to environmental changes, heat, dirt, age, component wear, user operational changes, and user configuration changes. The following is a list of system functions that we test and inspect so that your system's quality and operation is consistent and reliable.

Check latest version of firmware and software for all components; update as required.

Clean all control components.

Review system logs for communication errors, component trouble indications, or other issues.

Load test all system connected batteries.

Verify proper operation of system power supplies and charging circuits.

Test all system components: servers, workstations, control panels, annunciator panels, bed stations, staff stations, bath stations, corridor lights, zone lights, call bell jacks, ancillary call in jacks, wandering system interface, pocket pagers, cell phones (if applicable), transmitters, receivers, etc.

Check network connection between controller, server, and workstations.

Check logs for signs of communication errors, component trouble indications, or other issues.

Verify reporting software operation and modify reports

Code blue test (if applicable).

Review system use with appropriate staff; provide follow-up training on system operation use if required.

3. CLIENT DELIVERABLES

At the end of our inspection we will provide the following deliverables:

Completed inspection report of our findings with recommendations.

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

A synopsis of additional features and functions to available to enhance the user experience of your equipment.

4. IMPORTANT INFORMATION (PLEASE READ)

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

END OF SECTION

EXHIBIT P: PREACTION & DELUGE SYSTEM INSPECTIONS

Inspection Service:

1. TESTING FREQUENCY

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

2. SCOPE OF WORK TO BE PERFORMED

Comprehensive **multi-point inspection** of the automatic detection and control system, covering:

- Pre-Inspection Condition Reporting
- Installation Condition Reporting
- Control Panel Test and Inspection
- Test and Inspection of connected detection and alarm devices
- Biennial sensitivity testing of system smoke detectors, performed alternate years and as otherwise required.
- Cleaning of system components where deemed necessary for proper operation.

Comprehensive **multi-point inspection** of the sprinkler system(s), covering:

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

And where applicable:

- Inspection of PreAction and/or Deluge System(s)
- Inspection and reporting on all visible and accessible sprinkler heads.
- Testing of supervisory devices, performed as required by code.

3. INSPECTION REPORTING

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

4. IMPORTANT INFORMATION - (PLEASE READ)

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.

EXHIBIT P: PREACTION & DELUGE SYSTEM INSPECTIONS

Inspection Service:

4. IMPORTANT INFORMATION (Cont.)

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.

6. 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.
7. 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.

END OF SECTION

EXHIBIT S: 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:

Sprinkler Service Type	Frequency
Wet Pipe Sprinkler System Inspection	Annually
Dry Pipe Sprinkler System Inspection	Annually
Dry System Valve Trip Test (Full Flow Trip Test) *	Annually
Waterflow Device & Tamper Switch Testing	Annually
Standpipe System Inspection	Annually
Backflow Prevention (BFP) Device Testing	-
Domestic BFP Device Testing	-
Fire Pump Flow Testing	Annually
Fire Pump Churn Testing	-
Hydrant Testing	-

* First year and every 3 years thereafter; except in the City of Philadelphia where the full flow trip test will be performed only during the years required on the City of Philadelphia Certificate, unless arrangements for a different time frame are made and are subject to an additional cost. Thereafter, partial trip will be performed in years 2 and 3.

2. SCOPE OF WORK TO BE PERFORMED

Comprehensive multi-point inspection of the system(s), covering: Quantity

Fire Sprinkler Sub-System(s)	Quantity
Wet Sprinkler System(s)	(25)
Dry Sprinkler System(s)	(1)
Wet & Dry Standpipe System(s)	(28)
Fire Pump Annual Testing	(3)
Fire Pump Churn Testing	-
Backflow Prevention Device(s)	-
Yard Hydrant(s)	-

- Inspector's General Reporting
- Control Valve Inspection and Reporting
- Water Supply Reporting
- 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 noted system deficiencies.
- Completed Certification of Inspection documentation for authority having jurisdiction (AHJ).

4. IMPORTANT INFORMATION - (PLEASE READ)

1. 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.

EXHIBIT S: SPRINKLER SYSTEM INSPECTION

Inspection Service:

4. IMPORTANT INFORMATION (Cont.)

2. 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.
3. Company is not responsible for pipe failure during hydrostatic testing, filling, or refilling 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
4. 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.
5. 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 or other internal corrosion in the sprinkler system; Company shall not be responsible for damage to or failure of sprinkler system from corrosion.
6. Sprinkler systems are activated when the fusible element of a sprinkler head reaches a certain temperature. 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.
7. 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, evaluation of the hazard or commodity protected, 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 of the System(s). Any comments are made strictly as courtesy to the customer. At the request of the Customer, a complete system evaluation can be performed under separate agreement for a separate cost.
8. Freeze Breaks: Freeze breaks are frequently caused by poor or missing insulation in non-conditioned spaces, improper pitching of pipe 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. Customer acknowledges that Company shall not be liable for any losses related to broken and/or frozen sprinkler piping.
9. Low Point Drains: 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.
10. 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.
11. 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.
12. 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.

EXHIBIT S: SPRINKLER SYSTEM INSPECTION

Inspection Service:

4. IMPORTANT INFORMATION (Cont)

13. Dry Pipe System: Customer must also perform regular, proper draining of low point auxiliary drains and/or drum drips in accordance with the intervals described by NFPA 25 and as otherwise required. Customer is further aware and understands that if any dry pipe or preaction system is included in the Agreement, Company is not performing a pitch evaluation of the pipe. Assessing the pitch of pipe, and whether the pitch of the pipe is correct, is not part of the inspection and testing provided under this Agreement. Such an evaluation is specifically excluded from this Agreement.
14. Temperature: Customer is aware that dry pipe sprinkler systems must be drained after each operation of the dry valve to remove water from the system. Customer is also aware that other sources of water can exist in dry pipe systems in the absence of the operation of the dry valve; e.g. condensation from the air compressor maintaining the air pressure in the dry system. Customer is aware that residual water left in a dry pipe system may freeze, cause damage to the pipes or other components and cause significant water damage to the premises and property therein. During inspection and testing of dry pipe systems, Customer must provide Company full access to all low point auxiliary drains and/or drum drips so that residual water from testing can be drained.

END OF SECTION

EXHIBIT V: VIDEO SURVEILLANCE SYSTEM MAINTENANCE

Inspection Service:

1. TESTING FREQUENCY

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

2. SCOPE OF WORK

During the course of normal operation, the performance of your video surveillance system(s) can change due to factors which include firmware and software changes, component fatigue due to environmental conditions, heat, dirt, age, building vibration, user/operator changes, pre-set changes, and user configuration changes. We propose to test and inspect the following functions to ensure optimum performance and continued reliable operation.

Comprehensive **multi-point inspection** of your Video Surveillance System during which we perform the following:

- Verify camera firmware for latest revision and update as required.
- Review system logs for error messages and correct off-normal conditions.
- Check physical mounts and brackets are securely fastened and free from rust and corrosion.
- Check cables and connectors for signs of weathering, abnormal wear, or other compromise.
- Clean lenses, housings, and check camera(s) for proper focus.
- Check software settings such as date/time, recording settings.
- Retrieve random segments of video from daytime and nighttime recordings to verify proper recording operation.
- Check all cameras equipped with Infrared (IR) cut filters for proper operation.
- Review system use with appropriate staff; provide follow-up training on system operation use if required.
- Provide training on features and functions of latest firmware revision.

3. CLIENT DELIVERABLES

At the end of our inspection we will provide the following deliverables:

- Completed *Video Surveillance Inspection Report (VSIR)* with our findings and recommendations.
- Completed *Notification of Deficiency Report (NDR)* for all noted system deficiencies.
- Completed Certification of Inspection evidencing system fitness.
- A synopsis of additional features and functions to available to enhance the user experience of your equipment.

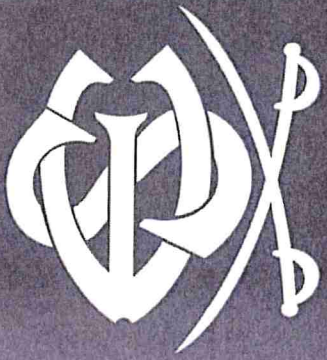
4. IMPORTANT INFORMATION - (PLEASE READ)

1. Many security systems are interconnected to 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.

END OF SECTION

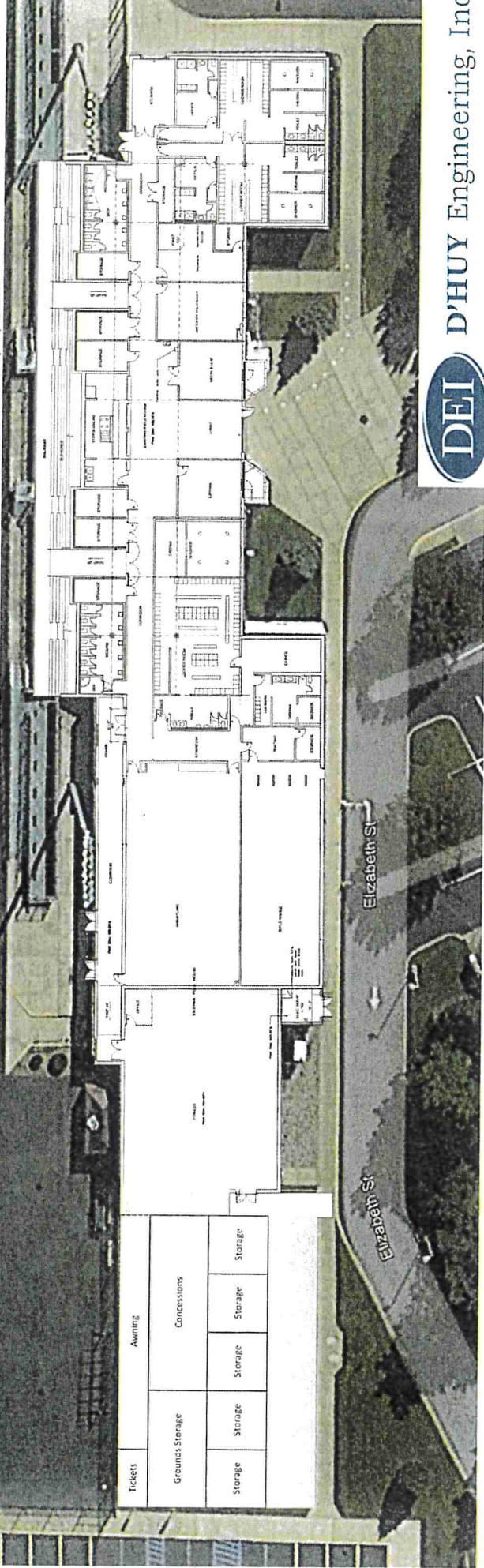
VII.B.1

VII.B.1



High School South Field House / Concession Building
Draft Scope/Budget for Discussion
January 4, 2023 Property/Facilities Committee Meeting

Item	Qty	Unit	Unit Price	Cost	Notes
Concessions/Storage Pole Building	3,035	SF	\$ 60	\$ 182,100	Est. cost for structure with roof and concrete slab
Pole Building Electric Services	3,035	SF	\$ 20	\$ 60,700	Lighting, access control, receptacles, distribution
Concessions Stand Fit Out	867	SF	\$ 100	\$ 86,700	Food equipment, HVAC exhaust, etc. TBD
Pole Building Fencing/Shelving (estimate)	1	LS	\$ 25,000	\$ 25,000	Allowance assuming \$6k cost per storage unit
Concrete flatwork at pole building	2,000	SF	\$ 15	\$ 30,000	For access to overhead doors at storage units
				\$ 384,500	
Field House HVAC replacement	20,775	SF	\$ 40	\$ 831,000	Replace boilers and terminal equipment
Field House Electric replacement/upgrades	20,775	SF	\$ 35	\$ 727,125	Upgrade service, include card access and cameras
Field House Misc. architectural upgrades	20,775	SF	\$ 100	\$ 2,077,500	Not a complete renovation; scope to be determined
Field House partial roof replacement	9,000	SF	\$ 26	\$ 234,000	Side of building over Wrestling, Rifle, Weight Room
				\$ 3,869,625	
General Conditions	1	LS	\$ 75,000	\$ 75,000	Overhead, supervision, etc.
Allowances	1	LS	\$ 100,000	\$ 100,000	Include in bid cost for contractor
Permits	1	LS	\$ 15,000	\$ 15,000	To be verified with Borough once scope is determined
Professional Fees	1	LS	\$ 250,000	\$ 250,000	Estimate depending on scope
Total				\$ 4,694,125	



D'HUY Engineering, Inc

Lehman Replace Curtain Wall / Storefront Board Approved 4/19/21 US Window Project 20-518-3079	Date	EHS Pool Repair / Upgrade Board Approved 5/17/2021 30-820-3075	Date	EHS Turf Field Replacement Board Approved 1/24/2022 30-820-3089 PO#22003618	Date	BES HVAC Upgrade Board Approved 12/20/2021 10-4600-450-990-10-211-461-000-8744 ESSER III Grant YR1 PO#22002071 & PO#22004413 PO#	Date
D&M Construction Unlimited	7042	All State Technology, Inc. \$ 380,750.00 Chg Order 8/31/2021 \$ 29,850.00 BD 9/20/21		Sprinturf	3181	TRANE U.S. INC	6927
\$ 280,000.00		\$ 380,750.00		\$ 558,210.00		\$ 2,949,659.00	
\$ (1,987.20)	8/31/2021	\$ 29,850.00	BD 12/19/22	\$ (13,000.00)			BD 11/21/22
	11/15/2021	\$ 2,446.37					
\$ 278,012.80		\$ 413,046.37		\$ 545,210.00		\$ 2,949,659.00	
					1/26/2022	\$ 19,771.00	
\$ 6,075.00	9/22/2021	\$ 121,500.00	6/30/2022	\$ 78,919.92	4/26/2022	\$ 88,490.00	5/24/2022
\$ 1,125.00	10/26/2021	\$ 135,015.00	9/12/2022	\$ 396,288.90	4/26/2022	\$ 58,993.00	6/30/2022
\$ 47,864.87	11/22/2021	\$ 75,045.00			4/26/2022	\$ 442,449.00	8/16/2022
\$ 20,992.05	5/17/2022	\$ 33,030.00	12/20/2022	\$ 54,521.00	5/17/2022	\$ 442,449.00	9/22/2022
\$ 26,752.05	10/13/2022	\$ 30,382.50	1/4/2023	\$ 15,480.18	11/30/2022	\$ 715,035.24	11/21/2022
\$ 27,949.55							
\$ 17,114.85							
\$ 8,714.25							
\$ 18,102.15							
\$ 33,243.40							
\$ 3,699.00							
\$ 2,358.00							
\$ 26,349.75							
\$ 5,643.90							
\$ 4,228.40							
\$ 27,801.28							
\$ 278,013.50		\$ 394,972.50		\$ 545,210.00		\$ 1,767,187.24	
\$ (0.70)		\$ 18,073.87		\$ -		\$ 1,182,471.76	
99%		96%		98%		60%	
						A/C# 32-4400-450-000-10-211-461-000-0000	
						Paid through Cap.Resv.	
\$ 190.00	9/22/2021	\$ 1,457.63	1/11/2022	\$ 19,600.00			1/19/2021
\$ 941.02	11/3/2021	\$ 1,457.62	1/11/2022	\$ 4,900.00	4/7/2022	\$ 2,000.00	1/19/2022
\$ 651.35	12/13/2021	\$ 1,457.63	3/10/2022	\$ 4,806.03	6/30/2022	\$ 2,950.00	2/14/2022
\$ 748.95	1/11/2022	\$ 291.53	4/21/2022	\$ 701.85	9/22/2022	\$ 990.02	3/10/2022
\$ 8,268.68	1/11/2022	\$ 874.57	5/17/2022	\$ 1,251.88	10/24/2022	\$ 3,434.98	4/21/2022
\$ 809.98	2/14/2022	\$ 291.52	6/8/2022	\$ 1,080.18			5/17/2022
\$ 1,350.02			6/30/2022	\$ 1,252.11			6/8/2022
\$ 1,080.00			6/30/2022	\$ 1,200.02			6/30/2022
\$ 2,160.00			9/22/2022	\$ 1,035.91			6/30/2022
\$ 1,165.71			10/24/2022	\$ 2,074.48			6/30/2022
\$ 1,044.98			11/8/2022	\$ 781.49			9/22/2022
\$ 558.44			12/20/2022	\$ 390.75			10/24/2022
\$ 521.56							11/8/2022
\$ 648.00							
\$ 432.00							
\$ 20,570.69		\$ 5,830.50		\$ 39,074.70		\$ 9,375.00	



VII.D.1
**East Stroudsburg Area
School District**

Creating the Future!



**Mr. Robert Romagno
Supervisor of Environmental Services**

Property and Facilities Committee Meeting
January 2023
Environmental Services

- Daily cleaning and disinfecting of buildings
- Summer 2023 project planning with Josh Grice
- Materials management of district inventory
- Coordination of Winter sports, school events, and outside UOF's
- Environmental SVS work orders
- New custodian interviews
- New staff training
- Monthly meetings with custodial staff
- Brightly Parts software onboarding training
- CIAQM Training
- Preliminary meetings about JTL auditorium remodel
- Cafeteria aides interviews
- Snow removal
- Assembly of new classroom furniture

VII.D.2



East Stroudsburg Area School District

Creating the Future!



Carl T. Secor Administration Center
50 Vine Street
East Stroudsburg, PA 18301
Phone: (570) 424-8500 - Fax (570) 424-5646
www.esasd.net

Dr. William R. Riker
Superintendent

Dr. William Vitulli
Assistant Superintendent for District
Programs

Mr. Brian D. Baddick
Assistant Superintendent for Pupil Services

Mr. Craig D. Neiman
Chief Financial Officer

Grounds Department January Summary

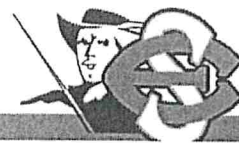
- Continue winter paint projects at HSN, LIS, JTL, and JM
- Service District grounds equipment and repair snow removal equipment as needed
- Undercoat Grounds truck frames repair, dump bodies on Grounds trucks
- Continue moving District supplies as needed
- Cut brush on banks and retention ponds
- Repair and replace parking lot signs as needed
- begin building bridge for LIS football

VII.D.3



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Chief Financial Officer

Maintenance Department January Summary

- work orders
- various boiler repairs and servicing - in house
- preventive maintenance - filters
- site visits