

V.I.A.I

POCONO PAINTING INC.

107 PENN STREET

Estimate

Date	Estimate #
11/30/2022	706

Name / Address
50 Vine St. East Stroudsburg, Pa 18301

				Project
Description	Qty	U/M	Cost	Total
Interior paint auditorium ceilings with one coat, full coverage , of Sherwin Williams flat finish acrylic dry fall paint on textured areas, and two coats of Sherwin Williams " masterhide" flat finish acrylic paint on smooth ceilings. Other work includes cleaning surfaces as needed prior to painting, all covering and masking as to protect site from operations, and the cleaning of heating and cooling registers. Contractor will coordinate with the maintance staff the cleaning of light fixtures if need be at no additional cost. This project shall take approx. 2 weeks.			17,590.00	17,590.00
			Total	\$17,590.00

V.I.A. 2

ESTIMATE



Prepared For

east Stroudsburg area school district
2000 Milford Rd
east Stroudsburg, pa 18301
(570) 460-9882

Quinn's painting

116 Wendell rd
east stroudsburg , pa 18301
Phone: (570) 730-9669
Email: joshquinn1977@outlook.com
Web: Quinn's painting Facebook

Estimate # 756
Date 12/04/2022
Business / Tax # hic#158202

Description	Rate	Quantity	Total
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ceiling	\$26,000.00	1	\$26,000.00
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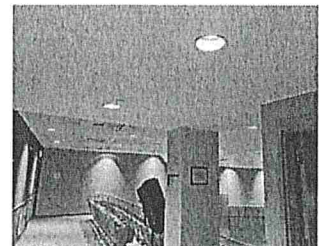
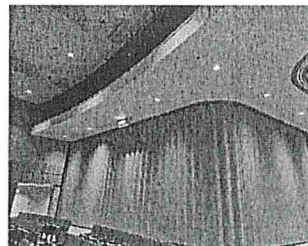
cover all floors , walls , and seats .
set up scaffolding and planks
bring in a scissor lift for flat areas .
clean all lights and vents on the whole ceiling .
tape and plastic off all vents , lights , etc ..

clean soot with a soot sponge .
oil prime whole textured ceiling to cover remaining soot .

fix any and all spackle issues on the ceiling
new spackle to be primed
festool sanding system to be used to minimize dust

paint both ceilings 2 coats - Benjamin Moore scuff-x satin white on flat ceiling

Benjamin Moore scuff-x satin black on texture ceiling 2 coats . to be sprayed



Subtotal	\$26,000.00
Total	\$26,000.00

Notes:

1/3 down
2/3 upon completion
deposit non-refundable if customer cancels job .
all labor and materials included in price
scissor lift rentals and scaffolding figured into price .

deposit must be received to book specific dates . prices are estimated and subject to change .
fuel charges may apply due to prices. estimates are good for 30 days. Interior - more than 3 wall
colors add 100\$ per color . all accent walls add 100\$ per . if we have to move furniture , washers,
dryers , refrigerators, stoves , and / or personal belongings, we are not responsible for anything
that breaks or damages from such actions . some colors don't have good coverage and require
more coats than 2, which the job is bid for . in that case, the customer will be notified
immediately and will be charged accordingly for coverage coats as per the owners approval (ie.
paper white , chantilly lace , simply white , etc.

V.I.A.3

Robert Romagno <robert-romagno@esasd.net>

JTL Auditorium Ceiling

1 message

rmfrantz@epix.net <rmfrantz@epix.net>
To: robert-romagno@esasd.net

Wed, Mar 29, 2023 at 6:16 PM

East Stroudsburg School District 570-460-9882

Attn: Rob Romagno

Re: JTL Auditorium Ceiling

Price to furnish labor, materials and equipment to do the following work.

Apply 2 coats of Black Latex Flat to all high ceilings in auditorium. ESASD may be responsible for removing misc. seating if needed.

Total: \$33,150.00

Thank You,

Paul R. Frantz

R.M. Frantz Inc.

Painting & Floor Sanding

196 Frantz Hill Rd.
Scotrun, Pa 18355
570-421-3020 office
570-620-7882 cell
Family owned & operated for over 90 years!
Pa. Reg. #025215

V.I.A.Y

Form 611

1 message

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

Thu, Mar 30, 2023 at 9:23 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 (robert-romagno@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 *

Robert Romagno

Untitled Title

Department *

Environmental Services

Building *

JTL

What service or item are requesting *

Professional Service - Painting of auditorium ceiling

Why are you requesting the service or item *

Ceiling needs painting

Suggested replacement *

Paint

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

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

Pocono Paint - \$17590
Quinn's Painting - \$26000
R.M. Frantz INC - \$33150

What is the total cost of the purchase? *

Pocono Paint - \$17590

Procurement Method: *

- Quote Received only one Proposal
- Request for Proposal (RFP)
- Bid
- Other: 3 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? *

32

What account will be charged? *

Capital Funding (Summer Project)

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

Yes

Any additional information you would like to provide.

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V.I.B.1



1626 Cedar Avenue | Scranton, PA 18505
(800) 356-1343 | Info@jcfuller.com

Estimate

#EST465

3/28/2023

Ship To

East Stroudsburg ASD
High School South
279 North Courtland Street
Rob Romagno 570-460-9882
East Stroudsburg PA 18301
United States

TOTAL

\$16,441.00

Expires: 3/27/2024

Memo

Rob Romagno

Sales Rep

John M Cuck

Shipping Method

Quantity	UOM	Item	Rate	Amount
1	each	RS28-DISC Pacific 28" Ride On Disc (Rotary) Autoscrubber with Battery Shield and a three year battery warranty. Including #61119/ANP-154-Two each grout grit rotary brushes w/clutch plates	\$16,441.00	\$16,441.00

All prices include delivery.
COSTARS Vendor 005-E22-182

Subtotal	\$16,441.00
Tax (0%)	\$0.00
Total	\$16,441.00



EST465

V.B. 2



1626 Cedar Avenue | Scranton, PA 18505
(800) 356-1343 | Info@jcfuller.com

Estimate

#EST466

3/28/2023

Ship To
East Stroudsburg ASD
High School North
279 Timberwolf Drive
Attn: Joe Feale
Dingmans Ferry PA 18328
United States

TOTAL

\$16,441.00

Expires: 3/27/2024

Memo: Rob Romagno Sales Rep: John M Cuck Shipping Method:

Quantity	UOM	Item	Rate	Amount
1	each	RS28-DISC Pacific 28" Ride On Disc (Rotary) Autoscrubber with Battery Shield and a three year battery warranty. Including #61119/ANP-154-Two each grout grit rotary brushes w/clutch plates	\$16,441.00	\$16,441.00

All prices include delivery.
COSTARS Vendor 005-E22-182

Subtotal	\$16,441.00
Tax (0%)	\$0.00
Total	\$16,441.00



EST466

V.B.3



Allegheny Supply
2335 Hixton Road
Duncansville, PA 16635
814-696-1315
814-695-8101

Quotation
Page 1 of 1

EAST STROUTSBURG AREA SD
50 VINE STREET
EAST STROUTSBURG PA 16648

Date 28-Mar-2023 Valid Until
Salesman 90 Quote 375632
Terms Net 30

Merch Total	\$43,797.12
Taxable Sales	\$0.00
Tax	\$0.00
Freight	\$0.00
Ship/Handling	\$0.00
Ppd Deposit	\$0.00
Total	\$43,797.12

Description	Item Code	Quantity	Price	Amount
RS28 DISC SCRUBBER ACID BATT 360AH, OBC, BATT SHLD, H.LINK S/N:	PF-895407-EA	1	21,898.56	\$21,898.56
RS28 DISC SCRUBBER ACID BATT 360AH, OBC, BATT SHLD, H.LINK S/N:	PF-895407-EA	1	21,898.56	\$21,898.56

M.J. EARL INC.

V.I.B.4

(610) 375-8455

4430 POTTSVILLE PIKE, SUITE 820

(800) 322-
ERROR: timeout

READING, PA 19605

OFFENDING COMMAND: timeout

PRICE QUOTATION

EAST STROUDSBURG AREA S.D.

QUOTE NO. 18134

50 VINE STREET
E. STROUDSBURG, PA 18301

PAGE 1

(570)424-8500

DATE	ACCOUNT NO.	SALESMAN	TERMS	F.O.B.	SHIP VIA
03/28/23	60450	HOUSE	NET 30	PREPAID	OUR TRUCK
QUANTITY	CODE	DESCRIPTION		PACKING	UNIT PRICE
2 EA	PFRS28D	RIDE-ON 28" DISK SCRUBBER BATTERY SHIELD 260ah		EA	24307.70

V.I.B.5
HSS

Form 611

1 message

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

Thu, Mar 30, 2023 at 9:16 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 (robert-romagno@esasd.net) was recorded when you submitted this form.

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Untitled Section

FORM 611

EAST STROUDSBURG AREA SCHOOL DISTRICT
Procurement Form

Name of Requestor *

Robert Romagno

Untitled Title

Department *

Environmental Services

Building *

South High School

What service or item are requesting *

Pacific RS-28 Disc

Why are you requesting the service or item *

New Auto-scrubber needed

Suggested replacement *

RS-28 DISC

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

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

LJC - \$16,441.00
Allegheny Supply - \$21,898.56
MJ Earl - \$24,307.70

What is the total cost of the purchase? *

\$16,441.00

Procurement Method: *

- Quote Received only one Proposal
- Request for Proposal (RFP)
- Bid
- Other: 3 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? *

32 ▼

What account will be charged? *

Capital Funding

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

Yes

Any additional information you would like to provide.

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V.I.B.L

Robert Romagno <robert-romagno@esasd.net>

HSN

Form 611

1 message

Google Forms <forms-receipts-noreply@google.com>

Thu, Mar 30, 2023 at 9:13 AM

To: robert-romagno@esasd.net

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 (robert-romagno@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 *

Robert Romagno

Untitled Title

Department *

Environmental Services

Building *

North High School

What service or item are requesting *

Pacific RS-28 DISC

Why are you requesting the service or item *

New auto-scrubber is needed

Suggested replacement *

RS-28 DISC

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

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

LJC - \$16,441.00
Allegheny Supply - \$21,898.56
MJ Earl - \$24,307.70

What is the total cost of the purchase? *

\$16441.00

Procurement Method: *

- Quote Received only one Proposal
- Request for Proposal (RFP)
- Bid
- Other: 3 quotes. COSTARS

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? *

32 ▼

What account will be charged? *

Capital Funding

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

Yes

Any additional information you would like to provide.

.....

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V.I.C.I

Professional Services Agreement
Dr. Wayne McCullough
318 Glenvue Road
Glen Rock, PA 17327
717-350-8591

Dr. Wayne McCullough (d.b.a. McCullough School Business Consulting) will provide professional services to the East Stroudsburg Area School District related to a custodial staffing study, including the following:

1. Two-days on site at the District to walk through all schools to understand uniqueness of each school and current operations. Included in the site visit will be interviews with District staff.
2. Prepare detailed report comparing current custodial staffing levels to recommended custodial levels. The report will include a summary of current best practices and recommendations to improve custodial operations based on observations and interviews with District staff.
3. Provide District with school district standards related to custodial staffing.
4. A follow-up visit to provide a review of the report with District Administration and/or School Board, if requested.
5. The site visit and report will be completed within 30 days of a signed agreement.

The District will provide access to each school on dates agreed upon by both parties.

The District will provide the following information as part of this study:

1. Gross architectural square feet for each school.
2. Current number of custodians for each school.
3. Number of students in each school.
4. Number of regular full-time teachers in each school.
5. Number of sinks, urinals, toilets, and shower stalls in each school.
6. Small-scale floor plan drawings of each school.

Dr. McCullough will provide these services for \$6,710.00, which includes all related expenses.

Dr. McCullough has conducted nearly 200 school business-related studies during his career, including over 50 related to facilities and custodial operations and staffing.

East Stroudsburg Area School District agrees to indemnify and hold harmless Dr. McCullough with respect to any and all claims, losses, damages, liabilities, judgments or settlements on account of the professional services provided for this project.

Wayne McCullough, 3/30/2023

Dr. Wayne McCullough

East Stroudsburg Area School District (Date)



V.I.D.I

Cintas Fire Protection

Fire Protection Services Agreement

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

Customer Name: East Stroudsburg School District

(Customer) Effective Date: 1/27/23

Service Address: 50 Vine St.

City: East Stroudsburg

State: Pa.

Zip: 18301

Phone:

Fax:

Contact Name: William Gouger

Contact Title: Safety Specialist

E-mail: william-gouger@esasd.net

Billing Name:

Billing Address:

City:

State:

Zip:

Billing Phone:

Billing Fax:

AP Contact Name:

AP Contact Phone:

AP Contact Email:

Payment Terms:

Purchase Order: —

Payment Portal: No Yes Name of portal

QUANTITY	SERVICE DESCRIPTION	NEXT SERVICE DATE	FREQUENCY	COST
	INSPECTION ONLY	2023	2024	2025
	Includes all fire extinguishers, kitchen fire systems, alarm panel, all detectors, IDV, sprinkler system, PIV, Floor control, stand pipe, anti freeze FDC, pipe air testing, FM 200, fire pumps NFPA Tamperseals, fusible links, cartridges.			
	Service Charge			
	TOTAL COST for INSPECTION ONLY	\$32,873.75	\$33,924.45	\$35,476.25
	SERVICE WORKED NEEDED			
	Includes hydro test, 6yr, maintenance, stems, o-rings service collars, clean agent recovery,	\$3,370.56	\$9,019.25	\$1,904.74
	GRAND TOTAL INSPECTION & SERVICE	\$36,244.31	\$42,943.70	\$37,380.99

Above price don't include any missing ,damaged, along with any deficiency found at time of inspection.

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

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

TERMS AND CONDITIONS

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

be solely responsible for redecorating and other cosmetic repairs to Premises necessary due to installation, testing, maintenance, repair, or removal of all or any part of the System. Customer understands and agrees that Cintas has no liability for any work performed by any other vendor on the System at any time. Furthermore, Customer acknowledges that ITM may result in the failure of System or one of its components. Customer agrees that Cintas is not responsible for any System or components thereof that may require repair or replacement due to age, fatigue, or wear that occurs during or result from ITM.

7. **Deficiencies and Impairments.** Customer acknowledges that deficiencies or other impairments noted during ITM of Systems may pose an immediate and serious safety concern. If requested by Customer, Cintas may prepare a quote for addressing these deficiencies or other impairments. Should Cintas perform any work addressing such deficiencies or other impairments, Customer agrees to pay Cintas for all Customer authorized labor and parts necessary to perform such work. In any event, Customer is solely responsible for correcting any deficiencies or impairments noted during ITM immediately, and Cintas has no liability for Customer's failure to do so, including, but not limited to, liability for an ongoing NFPA code violation status.
8. **Knowledge and Access to Premises.** Customer acknowledges that it has superior and/or sole knowledge of the Premises and System and that it is obligated to provide Cintas with complete written documentation of the building's layout and the layout, configuration, and inspection, testing, and maintenance history of the System enabling Cintas to locate every element of the System. Customer also acknowledges and agrees that it has the sole responsibility to provide Cintas with access to all areas of the Premises necessary to perform the requested ITM. Customer acknowledges and agrees that it bears the sole risk of loss for any loss, injury, or damages resulting from or related in any way to Customer's failure to produce such written documentation and/or provide necessary access to the Premises. For the purposes of any services performed under this Agreement, System elements are inaccessible if they are over 12 feet above the floor, above suspended ceilings, in enclosed spaces, or in rooms or locations in which the technician was not permitted or was unable to access at the time of service.
9. **Service Response Time/Delivery Time.** Customer is responsible for scheduling all appointments. Cintas will make reasonable efforts to schedule appointments at Customer's convenience. If Cintas is asked to provide emergency response and agrees to do so, Cintas will make reasonable efforts to respond and/or take corrective action in the most expeditious manner possible. Cintas will make reasonable efforts to dispatch for critical system failures within 2-4 hours and to dispatch for non-critical system trouble in 24-48 hours. Customer understands, however, that Cintas's ability to respond depends upon a number of factors, including the number of requests for similar response and the availability of personnel, and Customer agrees that Cintas has no obligation to respond within any particular time frame for any type of request for service or to deliver any good within any stated time and that Cintas has no liability for failing to respond and/or to provide the good within the requested, desired, and/or stated time.
10. **Service Charges.** Any service charges imposed are used to help Cintas pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, services, and delivery of goods and services. In addition to other miscellaneous costs that Cintas incurs or may incur. Customer agrees that Cintas may levy various service charges in the course of performing under this Agreement that are not included in the initial quote, estimate, or final agreed contract for work to be completed under the Agreement.
11. **Credit Checks, Payment Terms, Late Charges, Credit, and Progress Billing.** Customer authorizes Cintas to obtain credit information to determine payment terms for this agreement. Payment terms may be changed at any time with or without prior notice and are those in effect at time of delivery or service call. Any invoice not paid when due shall be subject to a late charge of one and one-half percent (1-1/2%) per month or portion thereof of, if lower, the highest rate allowable under applicable law. Invoices shall be due within ten (10) days of invoice date unless otherwise stated. If, in Cintas's opinion, Customer's credit becomes unsatisfactory, Cintas may, in addition to all other rights and remedies under the Agreement and applicable law, suspend the delivery of goods or services pending receipt of cash or satisfactory security from Customer. Should Customer default in any payments due Cintas, Customer agrees to pay all reasonable costs of collection incurred by Cintas, including reasonable attorneys' fees. Title to all equipment or other goods sold by Cintas shall remain in Cintas's name until Customer has paid Cintas in full. Cintas shall retain a security interest in such equipment or other goods until such time. Based on the expected duration of any work, Cintas, in its sole and absolute discretion, may elect to bill Customer in monthly progress billings. In such cases, Customer agrees to make prompt monthly progress payments as per the terms of this Agreement, based on the monthly billing schedule provided to the Customer by Cintas.
12. **Cancellation.** If Customer believes there is a deficiency in any good or service provided by Cintas under the Agreement, Customer agrees to submit its complaint in writing and allow the Cintas sixty (60) days from the date the written complaint is received to remedy the claimed deficiency. If the claimed deficiency is not remedied to the reasonable satisfaction of Customer, Customer can cancel this Agreement, but the Customer shall pay any outstanding charges for services rendered or goods provided prior to termination in accordance with the Terms and Conditions of this Agreement.
13. **Equipment Exchange.** Customer hereby understands and agrees that if Customer engages Cintas to service its fire extinguishers, Cintas intends to exchange Customer's fire extinguishers for other fire extinguishers of similar kind and quality. Customer further acknowledges and agrees that upon completion of such exchange that all rights, title, and interest in the Customer's extinguishers so exchanged will belong to Cintas and all rights, title and interest in Cintas's fire extinguishers so exchanged will belong to the Customer.
14. **Inspection.** Cintas strongly recommends that Customer conduct an on-site inspection of the goods and services sold hereunder after delivery, installation, or other service call. Cintas shall not be responsible for the consequences of Customer's failure to inspect the goods or services or for any defects, malfunctions, inaccuracies, insufficiencies, or omissions Customer could have detected through such an inspection.
15. **DISCLAIMER OF WARRANTIES AND REPRESENTATIONS.** Because of the great number and variety of applications for which Cintas's goods and services are purchased, Cintas does not design goods or services, does not recommend specific applications of goods or services, or and does not assume any responsibility for use, results obtained, or suitability for specific applications of goods or services. Customer acknowledges and agrees that Cintas has not made any representations or warranties to Customer regarding any System at the Premises, its fitness for any purpose, its suitability or effectiveness as designed, installed, and/or utilized, or that it will operate as designed, intended, or expected. Customer further acknowledges and agrees that it has the sole responsibility for determining the appropriateness of Cintas's goods and services for Customer's specific application(s) before ordering and to test and evaluate thoroughly all goods before use. Cintas warrants that title to all goods it sells to Customer shall be good and marketable. **CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS MAKES NO OTHER GUARANTEES, REPRESENTATIONS, OR OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE SALE OF THE GOODS AND/OR SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN AS SPECIFICALLY ENUMERATED ELSEWHERE IN THIS AGREEMENT. NO MODIFICATION, WAIVER, OR AMENDMENT OF THIS DISCLAIMER SHALL BE DEEMED EFFECTIVE UNLESS MADE IN A WRITING DRAFTED BY CINTAS FOR THIS EXPRESS PURPOSE THAT IS (I) SIGNED BY CINTAS, (II) EXPLICITLY USES THE TERM "WARRANTY" IN ITS TITLE, (III) SPECIFICALLY REFERENCES THIS AGREEMENT, AND (IV) EXPLICITLY AND UNAMBIGUOUSLY DESCRIBES WHAT ADDITIONAL WARRANTY(IES) ARE BEING OFFERED TO CUSTOMER PURSUANT TO THIS AGREEMENT. CUSTOMER FURTHER AGREES THAT THIS EXPLICITLY EXCLUDES ANY OF CINTAS'S SALES MATERIALS, CIRCULARS, WEBSITES, OR OTHER ADVERTISING MATERIALS OF ANY TYPE FROM CREATING ANY WARRANTIES UNDER THIS AGREEMENT, AND CUSTOMER REPRESENTS AND WARRANTS THAT IT IS NOT RELYING UPON ANY SUCH MATERIALS FOR THIS PURPOSE.**
16. **CINTAS NOT AN INSURER; CUSTOMER'S OBLIGATION TO OBTAIN INSURANCE AS SOLE RECOVERY FOR ANY LOSS AND WARRANTY OF SAME.** Customer acknowledges and agrees that neither Cintas nor its Subcontractors or assignees are Insurers and that no insurance coverage is provided by this Agreement. **CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS ASSUMES NO RESPONSIBILITY FOR, NOR SHALL IT HAVE ANY LIABILITY FOR, CLAIMS MADE AGAINST IT CLAIMING THAT IT IS AN INSURER OF CUSTOMER'S SYSTEMS OR ANY OTHER PROPERTY FOR ANY PURPOSE, INCLUDING, BUT NOT LIMITED TO, THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY OR AS DESIGNED.** Customer acknowledges that during the term of the Agreement, it is the specific intent of the parties that the Customer will obtain and maintain insurance coverage with minimum coverage of two million dollars (U.S) per incident, at the Customer's expense, that will cover any and all losses, damages, and expense arising out of or from, in connection with, related to, as a consequence of, or resulting from this Agreement in any way, including, but not limited to, public liability, bodily injury, sickness or death, losses for property damage, fire, water damage, and loss of property, and Customer agrees to and warrants that it will obtain and maintain such insurance coverage at all times at no cost to Cintas. Customer shall name Cintas as an additional insured by endorsement on any such policy(ies). This endorsement shall be without limitation or restriction of any type, and Cintas shall be exempt from, and in no way liable for, any sums of money related to this policy(ies) and associated coverage of any type, including, but not limited to, premium payments, deductible, co-payments, or self-insured retention, all of which are the sole responsibility of Customer. Customer agrees that recovery for all such injuries, losses, and damages shall be limited to this insurance coverage only and that it will look exclusively to its insurer(s)

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

17. RELEASE AND INDEMNIFICATION OF CINTAS BY CUSTOMER. CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANY/ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT OR PERFORMANCE UNDER THE AGREEMENT, INCLUDING (BUT NOT LIMITED TO) THE IMPROPER OPERATION OR NON-OPERATION OF THE FIRE SUPPRESSION, ALARM, OR OTHER SYSTEM(S). THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEY'S FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES BY CUSTOMER OR ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY, OR CUSTOMER'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON CINTAS'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE), AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. Cintas reserves the right to select counsel to represent it in any such action.
18. LIMITATION OF CINTAS'S LIABILITY: LIQUIDATED DAMAGES. Customer acknowledges that Cintas's service fees/purchase prices are based on the value of services or goods provided and the limited liability provided under this Agreement and not on the value of the Customer's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Customer or others. Customer further acknowledges and agrees that Cintas cannot predict the potential amount, extent, or severity of any damages or injuries that Customer or others may incur due to the failure of the system or services to work as intended. IF CINTAS OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM CINTAS'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), CUSTOMER AGREES AND WARRANTS THAT CINTAS'S AND ITS REPRESENTATIVE'S COLLECTIVE LIABILITY TO CUSTOMER, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, INVITEES, AND ANY THIRD PARTY SHALL BE LIMITED EXCLUSIVELY TO \$1,000 AS LIQUIDATED DAMAGES. If Customer wishes to increase the limitation of liability, Customer may, as of right, enter into a supplemental agreement with Cintas to obtain a higher limit by paying an additional amount consistent with the increase in liability; such a payment, however, shall in no way be interpreted to find Cintas or its subcontractors or representatives to be insurers. CUSTOMER AGREES THAT THE LIMITS ON THE LIABILITY OF CINTAS AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN CINTAS, CUSTOMER, AND ANY OTHER AFFECTED PARTIES. CUSTOMER ACKNOWLEDGES AND AGREES THAT WERE CINTAS TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, IT WOULD NOT PROVIDE THE SERVICES. Neither party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity.
19. Prior Agreements With Others. Customer represents and warrants that (i) its cancellation or termination of any contract, and/or (ii) its execution of this Agreement does not breach and will not breach or infringe upon any contract with or obligation to any other person or party. Customer agrees to protect, defend, indemnify, and hold harmless Cintas from and against and pay (without any condition that Cintas first pay) for all claims, demands, suits, liabilities, losses, damages, judgments, costs, and expenses, including, without limitation, attorneys' fees and court costs, arising out of or from, in connection with, as a result of, related to, or as a consequence of Customer's breach of this representation and warranty.
20. Prevailing Wage/Living Wage. Customer understands and acknowledges that depending upon the location of the Premises, individuals who provide services under this Agreement may be entitled to receive prevailing wages, living wages, or other minimum wages and/or benefits established by law ("Wage Statutes"). Customer understands and agrees that it is in sole possession and knowledge of the facts and circumstances necessary to make a determination as to whether any or all services provided under this Agreement are subject to any Wage Statutes. Accordingly, Customer agrees that it has the sole responsibility to determine whether the Agreement is subject to any Wage Statutes and that it will inform Cintas of this fact in writing prior to Cintas offering any bid, quote, or other offer for any services to be provided under the Agreement and prior to the parties' execution of the Agreement. In the event that Customer fails to notify Cintas in writing that the Agreement is subject to a Wage Statute and either Cintas or any federal, state, or local authority determines that the services provided under the Agreement are subject to a Wage Statute, Customer agrees that it will pay Cintas all additional sums necessary to raise all wages and benefits covered by the applicable Wage Statute(s) for those individuals providing such services to Customer under the Agreement to the minimum levels required by the applicable Wage Statute(s), and Customer agrees that it will defend and indemnify Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority for Cintas's failure to satisfy any such Wage Statute, as well as Cintas's costs and attorneys' fees incurred in responding to or defending any such claim.
21. Force Majeure. Cintas shall not be responsible or liable for failure to perform attributable to any cause or contingency beyond its reasonable control including, without limitation, act of God; act or omission of civil or military authority; fire; flood; tempest; epidemic; earthquake; volcanic activity; quarantine restriction; labor dispute (e.g. lockout, strike or work stoppage or slowdown); embargo; war; riot; unusually severe weather; accidents; political strife; act of terrorism; delay in transportation; compliance with any regulation or directive of any national, state, or local government, or any department or agency thereof; or any other cause which by the exercise of reasonable diligence Cintas is unable to overcome.
22. Governing Law. To the greatest extent permitted by law, this Agreement shall be governed by the laws of the State of Ohio, and it explicitly excludes any reference or resort to choice of law rules that suggest or require that the laws of another jurisdiction be applied.
23. Notice of Claim. Customer shall give Cintas prompt written notice after discovery of any facts giving rise or potentially giving rise to a claim for loss or damages, including (but not limited to) any potential third-party claim ("Notice of Claim"). Customer shall also give Cintas an opportunity to inspect the Premises and/or System(s) allegedly involved and/or damaged in relation to the claim. The Notice of Claim shall set forth (1) a brief description of the nature of the claim; (2) the total amount of the actual or estimated loss or damages; and (3) Cintas's right to inspect the Premises and/or System(s) allegedly involved and/or damaged in relation to the claim. Customer acknowledges that Customer's failure to provide Cintas with opportunity to

evaluate the claim and/or inspect the Premises and/or Systems will irrevocably prejudice Cintas's ability to defend against any such claim. Customer's failure to provide a Notice of Claim shall therefore constitute a waiver of said claim and/or Customer's ability to assert or pursue any type of claim relating to the alleged loss or damages.

24. **Disputes.** Any dispute or matter arising in connection with or relating to this Agreement other than an action for collection of fees due Cintas hereunder shall be resolved by binding and final arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be three. The parties shall each choose an arbitrator, with those two arbitrators to agree upon a third arbitrator. The place of arbitration shall be Warren County, Ohio and Ohio law shall apply. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. **CUSTOMER, ON BEHALF OF ITSELF AND ALL OF ITS INSURER(S), WAIVES TRIAL BY JURY IN ANY ACTION BETWEEN CUSTOMER AND/OR INSURER AND CINTAS, AND CUSTOMER IRREVOCABLY WAIVES ANY RIGHT TO CLASS REPRESENTATIVE CLAIMS (WHETHER AS A CLASS MEMBER OR CLASS REPRESENTATIVE) AND ANY RIGHT TO HAVE SUCH DISPUTE CONSOLIDATED OR CONSIDERED IN CONJUNCTION WITH ANY OTHER CLAIM OR CONTROVERSY OR AS A PART OF ANY OTHER PROCEEDING.** Notice or service of process of any such dispute may be made by correspondence delivered via the United States Postal Service (certified mail or registered mail, return receipt requested) or by a national overnight courier service (such as Federal Express) directed to the opposing party's address identified in this Agreement. With respect to an action for fees due Cintas under this Agreement, the exclusive jurisdiction and forum for the resolution of any such dispute shall be a court of competent jurisdiction in the state where the Customer is located, and if Cintas prevails on any or all of its claim for fees, Cintas shall also be entitled to recover all attorneys' fees and costs it incurs in the prosecution of the claim or action.
25. **LIMITATION OF ACTION.** ANY ACTION BY CUSTOMER AGAINST CINTAS OR ANY SUBCONTRACTOR MUST BE COMMENCED WITHIN ONE YEAR OF THE ACCRUAL OF THE CAUSE OF ACTION OR THE ACTION SHALL BE BARRED, REGARDLESS OF ANY OTHER STATUTE OF LIMITATION OR REPOSE THAT MAY APPLY TO THE CLAIM UNDER STATE OR FEDERAL LAW.
26. **Notices.** Any notice given pursuant to the Agreement shall be in writing and sent by certified mail or registered mail, postage prepaid, return receipt requested or by national overnight courier service (such as Federal Express), to the appropriate party at the address set forth in this Agreement or at such other address as such party may provide in writing to the other party. Any such notice shall be effective upon the receipt thereof.
27. **Authority to Execute Agreement.** Each party represents and warrants to the other party that (i) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary entity action(s), and (ii) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms. The person signing this Agreement on behalf of Customer expressly represents and warrants that he or she has all authority necessary to bind Customer to its terms.
28. **Assignment.** This Agreement cannot be assigned by the Customer without the prior written consent of Cintas, which will not be unreasonably withheld. Cintas has the right to assign this Agreement, and it may do so in its sole and absolute discretion. The Agreement shall inure to the benefit of and be binding on the parties and their respective successors and permitted assigns.
29. **Waiver.** No waiver of any provision of this Agreement by a party shall be valid unless the same is in writing and signed by the party against whom it is sought to be enforced. No waiver of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time, nor will it be deemed a waiver of that same provision at any other time.
30. **Severability.** The invalidity or unenforceability of any provision, section, or portion of a section of this Agreement shall not affect the validity or enforceability of any other provision or section; provided, however, in the event one or more of the paragraphs "Disclaimer of Warranties and Representations," "Cintas Not an Insurer; Customer's Obligation To Obtain Insurance As Sole Recovery For Any Loss And Warranty Of Same," "Release And Indemnification Of Cintas By Customer," "Limitation Of Cintas's Liability; Liquidated Damages," and/or "No Warranties Or Representations By Cintas Regarding System" (or any portion thereof) are held by a court or other authority to be invalid or unenforceable (whether in an action involving the parties, any action involving Cintas, or any other action involving similar provisions), Cintas shall have the right to terminate this Agreement without any liability of any type upon thirty (30) days prior written notice to Customer. Furthermore, the parties agree that in the event any of the interest rate provisions, cancellation fees, service charges, rate increases, renewal term lengths, or any other calculation of amounts due and owing Cintas under Paragraphs 4, 10, or 11 are deemed to be excessive and/or unenforceable under applicable law, any such rate, fee, increase, term, or other calculation will be reduced to the maximum rate, value, or amount permitted by applicable law and will be binding upon them.
31. **Updated Terms and Conditions and Policies.** Customer acknowledges and agrees that Cintas may send copies of its various policies to Customer, including, but not limited to, amendments to these Terms and Conditions via e-mail or make them available via a web page or other similar mechanism and that these policies are incorporated and made part of this Agreement. To be effective, however, amendments to the Terms and Conditions must be expressly referred to as such in the e-mail, web page, or other similar mechanism. Customer acknowledges and agrees that its continued request for service pursuant to this Agreement and/or use and/or acceptance of the goods and/or services provided under this Agreement constitute acceptance of any such updated Terms and Conditions and/or policies.
32. **Execution in Counterparts and by Facsimile or Electronically by PDF.** This Agreement may be executed in any number of counterparts, any one of which need not contain the signature of more than one party, but all of which shall together constitute one and the same instrument. The parties agree that this Agreement and the signatures affixed hereto may be transmitted and delivered by facsimile or electronically by PDF and that all such signatures and this Agreement transmitted or delivered by facsimile or electronically by PDF shall be deemed to be originals for all purposes and given the same legal force and effect as the original Agreement and original signatures.
33. **Mutual Drafting and Understanding of Agreement.** The parties acknowledge and agree that this Agreement and all of its Terms and Conditions are the result of arms-length bargaining between sophisticated business entities. As a result, both parties shall be considered to be drafters of the Agreement for purposes of interpretation, application, construction, or construing of the Agreement. The parties also acknowledge that they have had an opportunity to consult with legal counsel of their choice regarding this Agreement and that they have read and understand all of the Terms of this Agreement.
34. **Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other agreements, understandings, or representations, whether oral or in writing, between the parties. Any prior agreements, promises, negotiations, or representations, either oral or in writing, not expressly set forth in this Agreement are of no force or effect. No modification or amendment to this Agreement shall be effective unless drafted by Cintas for this express purpose and signed by an authorized representative of Cintas, except as described in paragraph 30 ("Updated Terms and Conditions and Policies") above. For the purposes of this paragraph, "authorized representative" is the General Manager of the Cintas location(s) providing the goods and/or services or higher management or executive personnel of Cintas. The parties specifically agree that any document sent to Cintas by Customer subsequent to execution of this Agreement that contains different or additional terms or that purports to modify or amend the terms of this Agreement in any way, such as a purchase order or conditional payment, shall be of no force and effect and will not modify the terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant or used to supplement or explain any terms used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection.
35. **Electronic Signatures; Customer's Acceptance by Allowing Performance.** The person signing this Agreement on behalf of Customer certifies that Customer's policies do not prohibit the acceptance and execution of Terms and Conditions in electronic form. In addition, each party consents to and agrees that the use of a keyboard, mouse, or other device (i) to select an item, button, icon or checkbox, or (ii) to enter text, or (iii) to perform any similar act or action while using Cintas's web-based portal or other system for the purpose of initiating, reviewing, modifying, or completing any transaction regarding this Agreement constitutes a lawful and valid signature, acceptance, and agreement and shall be treated the same as if such were actually made using a physical, written signature. The parties further agree that no certification authority or other third-party verification is necessary to validate their respective electronic signatures. The parties additionally agree that this Agreement is accepted and agreed to when an electronic signature for each party has been affixed to this Agreement. Customer further agrees that engaging, requesting, or allowing Cintas to begin any work or provide any goods or services under this Agreement and/or compensating Cintas for any such work, goods, and/or services constitutes acceptance of the Agreement and the Terms and Conditions.

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

Quoted for Cintas Fire Protection By:	Accepted for Customer / Purchaser By:	
Cintas Rep Name / Title	Customer Name / Title	
Signature:	Signature:	Date:
Cintas Rep E-Mail and Cell Phone Cintas GM Approval:		
This Agreement not for use for Monitoring Services.		



Engineered Life Safety Specialists

V.I.D.2

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").

CUSTOMER: East Stroudsburg SD
50 Vine Street
East Stroudsburg
PA 18301
ATTN: William Gouger
PHONE: (570) 424-8500
CELL: (570) 656-4288
SERVICE SITE INFO: [] (see "List of Additional Service Locations")
PROPOSAL DATE: 1/2/2023
LIFE SAFETY ADVISOR: 190
PROPOSAL NO: 23-6247
AGREEMENT EFFECTIVE FROM: 6/1/2023 TO: 5/31/2026
COSTARS MEMBER NO: 040-063

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.

Table with columns: System Type, Quantity, Annual Fee, and Notes. Includes items like Audio Visuals & Sound System(s), Intrusion Detection System(s), Access Control System(s), etc.

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.



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 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 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.

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

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.

<input type="checkbox"/>	<i>Parts Protection Plus</i> ™ Covering: Fire Alarm Systems _____	N/A
<input type="checkbox"/>	Covering: Gaseous Systems _____	N/A
<input type="checkbox"/>	Covering: Pre-Action Systems _____	N/A
<input type="checkbox"/>	Covering: Intrusion Systems _____	N/A
<input type="checkbox"/>	Covering: Video Surveillance _____	N/A
<input type="checkbox"/>	Covering: Access Control Systems _____	N/A
<input type="checkbox"/>	Covering: Audio/Visual & Sound _____	N/A
<input type="checkbox"/>	Covering: Intercom & Paging _____	N/A
<input type="checkbox"/>	Covering: Nurse Call Systems _____	N/A
<input type="checkbox"/>	<i>Site Software Support</i> ™ For: Video Surveillance _____	N/A
<input type="checkbox"/>	For: Access Control _____	N/A
<input type="checkbox"/>	After Hours Testing of Audible Alarm Devices	\$ 4,680.00
<input type="checkbox"/>	Central Station Monitoring - One-Time Equipment Set-Up Investment	N/A
<input type="checkbox"/>	<i>Nozzle Plan Plus</i> ™ Nozzle Cap & Nozzle Replacement Coverage for Restaurant Systems	\$ 600.00
<input type="checkbox"/>	<i>PFX-TEND</i> ™ - Portable Fire Extinguisher Extended Maintenance Plan (available on 3-yr agreements only)	\$ 14,583.80
<input checked="" type="checkbox"/>	<i>ePlace</i> ™ - 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 _____

Title _____

Printed Name _____

Date _____

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 1.5% per annum will accrue from the due date until paid. If Company retains a collection agency, legal counsel, or incurs any out-of-pocket costs to collect overdue payments, all such collection costs (including without limitation attorneys' fees) shall be paid by Customer. Company shall not be obligated to extend credit or financing terms to Customer. The Company reserves the right to rescind credit terms for non-timely payment; Customer 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.

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.

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**

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 Millford Road	East Stroudsburg	\$5,241.00
3	Bus/Waste	8 Bushkill Falls Road	Bushkill	\$1,850.00
4	Smithfield	245 River Road	East Stroudsburg	\$3,871.00
5	Resica	1 Gravel Road	East Stroudsburg	\$3,053.50
6	Middle Smithfield	5180 Millford 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 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.

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. NOTED 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 Lights	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:

4. 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:

Devices	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 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.

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 AND 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 (II) 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

Subscriber Monitoring Agreement Terms & Conditions (Cont.)

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 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 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:

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

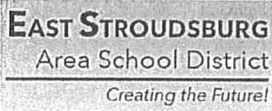
At the end of our inspection we will provide the following deliverables:

- 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



Amy Famighetti <amy-famighetti@esasd.net>

V.I.D. 3

Fwd: Form 611

1 message

William Gouger <william-gouger@esasd.net>

Thu, Mar 30, 2023 at 11:42 AM

To: Debra Wisotsky <debra-wisotsky@esasd.net>, Amy Famighetti <Amy-Famighetti@esasd.net>

----- Forwarded message -----

From: **Google Forms** <forms-receipts-noreply@google.com>

Date: Thu, Mar 30, 2023, 11:41

Subject: Form 611

To: <william-gouger@esasd.net>

Google Forms

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 (william-gouger@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 *

William Gouger

Untitled Title

Department *

School Police

Building *

Administration

What service or item are requesting *

Fire Protection Testing and Inspections

Why are you requesting the service or item *

Required by NFPA code

Suggested replacement *

NA

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

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

No only two were able to be obtained.

What is the total cost of the purchase? *

NA

Procurement Method: *

- Quote Received only one Proposal
- Request for Proposal (RFP)
- Bid
- Other: _____

Was this purchase budgeted? *

Yes ▼

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? *

What account will be charged? *

NA

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

No due to lowest bidder not being a Honeywell Notifier authorized distributor, Key Stone Fire Protection is the best choice and fit for our needs at the district.

Any additional information you would like to provide.

V.I.E.1



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

INVOICE

No. 57401
02/24/2023

East Stroudsburg Area School District

50 Vine Street
East Stroudsburg, PA 18301
Craig Neiman

East Stroudsburg Area School District - Additional Retainer Tasks
287001.01
For Services Rendered From January 28, 2023 To February 24, 2023

03 - Rescia Core Samples

Outside Services

	Date	Unit Rate	Qty	Markup	Amount
Subconsultant	2/15/2023	1,950.00	1.00	1.05	\$2,047.50
Kleinfelder Invoice #1406947 - Resica ES Coring					
Total Outside for 03					\$2,047.50
Total Charges for 03					\$2,047.50

INVOICE TOTAL \$2,047.50



INVOICE

TERMS: NET 30 DAYS or Contract Terms
Finance Charge on Past Due Amount
1.5%/month (18% APR) may apply

Josh Grice
D'Huy Engineering, Inc.
1 East Broad Street
Suite 310
Bethlehem, PA 18018

Remit To: Kleinfelder
P. O. Box 51958
Los Angeles, CA 90051-6258

Invoice Date: 12/8/2022
Invoice No: 001406947
Client No: 131657
Project No: 20233257.001A
Bill Thru Date: 11/20/2022
Project Manager: Trevor Dombach

Total Due This Invoice: \$1,950.00

Project Name: Resica Elem School Coring

Billing Period: 10/24/2022 To 11/20/2022

Total Fee	1,950.00		
Percent Complete	100.00	Total Earned	1,950.00
		Previous Fee Billing	0.00
		Current Fee Billing	1,950.00

Please Pay This Invoice Amount : \$1,950.00

V.I.E.2



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

INVOICE

No. 57255
02/24/2023

East Stroudsburg Area School District

50 Vine Street
East Stroudsburg, PA 18301
Craig Neiman

<p>Resica ES HVAC Replacement 287036</p> <p>For Services Rendered From January 28, 2023 To February 24, 2023</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	\$72,275.00	40.00	\$10,325.00

INVOICE TOTAL \$10,325.00

Prior Billing Information

<u>Invoice</u>	<u></u>	<u>0 - 30</u>	<u>31 - 60</u>	<u>61-90</u>	<u>Over 90</u>	<u>Balance</u>
56815	12/30/2022	\$12,038.95	\$0.00	\$0.00	\$0.00	\$12,038.95
57040	1/27/2023	\$39,090.45	\$0.00	\$0.00	\$0.00	\$39,090.45
Total Prior Billing		\$51,129.40	\$0.00	\$0.00	\$0.00	\$51,129.40

V.E.3



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

INVOICE

No. 57256
02/24/2023

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 January 28, 2023 To February 24, 2023
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	\$38,850.00	40.00	\$3,150.00

INVOICE TOTAL **\$3,150.00**

Prior Billing Information

<u>Invoice</u>	<u></u>	<u>0 - 30</u>	<u>31 - 60</u>	<u>61-90</u>	<u>Over 90</u>	<u>Balance</u>
56816	12/30/2022	\$6,226.50	\$0.00	\$0.00	\$0.00	\$6,226.50
57041	1/27/2023	\$10,678.50	\$0.00	\$0.00	\$0.00	\$10,678.50
Total Prior Billing		\$16,905.00	\$0.00	\$0.00	\$0.00	\$16,905.00

V.I.E.Y



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

INVOICE

No. 57257
02/24/2023

East Stroudsburg Area School District

50 Vine Street
East Stroudsburg, PA 18301
Craig Neiman

High School South and J.M. Hill Flooring Replacement
287038
For Services Rendered From January 28, 2023 To February 24, 2023
DEI fee: \$91,000 (7% of \$1,300,000 estimated cost)

00 - Basic Services

<u>Contract Amount</u>	<u>Previously Billed</u>	<u>% Complete</u>	<u>Invoice Amount</u>
\$91,000.00	\$50,050.00	58.33	\$3,030.30

INVOICE TOTAL \$3,030.30

Prior Billing Information

<u>Invoice</u>	<u></u>	<u>0 - 30</u>	<u>31 - 60</u>	<u>61-90</u>	<u>Over 90</u>	<u>Balance</u>
56817	12/30/2022	\$18,036.20	\$0.00	\$0.00	\$0.00	\$18,036.20
57042	1/27/2023	\$13,650.00	\$0.00	\$0.00	\$0.00	\$13,650.00
Total Prior Billing		\$31,686.20	\$0.00	\$0.00	\$0.00	\$31,686.20

V.I.E.S



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

INVOICE

No. 57556
03/24/2023

East Stroudsburg Area School District
50 Vine Street
East Stroudsburg, PA 18301
Craig Neiman

Resica ES HVAC Replacement
287036
For Services Rendered From February 25, 2023 To March 24, 2023

DEI fee: \$182,770 (7% of \$2,611,000)

00 - Basic Services

Contract Amount	Previously Billed	% Complete	Invoice Amount
\$182,770.00	\$82,600.00	60.00	\$27,062.00

INVOICE TOTAL \$27,062.00

Prior Billing Information

Invoice		0 - 30	31 - 60	61-90	Over 90	Balance
57040	1/27/2023	\$39,090.45	\$0.00	\$0.00	\$0.00	\$39,090.45
57255	2/24/2023	\$10,325.00	\$0.00	\$0.00	\$0.00	\$10,325.00
Total Prior Billing		\$49,415.45	\$0.00	\$0.00	\$0.00	\$49,415.45

V.I.E.C



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

INVOICE

No. 57557
03/24/2023

East Stroudsburg Area School District

50 Vine Street
East Stroudsburg, PA 18301
Craig Neiman

<p>High School North and Lehman I.S. Rooftop Equipment Replacement</p> <p>287037</p> <p>For Services Rendered From February 25, 2023 To March 24, 2023</p> <p>DEI fee: \$204,085 (7% of \$2,915,500)</p>
--

00 - Basic Services

<u>Contract Amount</u>	<u>Previously Billed</u>	<u>% Complete</u>	<u>Invoice Amount</u>
\$204,085.00	\$42,000.00	60.00	\$80,451.00

INVOICE TOTAL \$80,451.00

Prior Billing Information

Invoice		0 - 30	31 - 60	61-90	Over 90	Balance
57041	1/27/2023	\$10,678.50	\$0.00	\$0.00	\$0.00	\$10,678.50
57256	2/24/2023	\$3,150.00	\$0.00	\$0.00	\$0.00	\$3,150.00
Total Prior Billing		\$13,828.50	\$0.00	\$0.00	\$0.00	\$13,828.50

V.I.E.7



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

INVOICE

No. 57558
03/24/2023

East Stroudsburg Area School District

50 Vine Street
East Stroudsburg, PA 18301
Craig Neiman

High School South and J.M. Hill Flooring Replacement
287038
For Services Rendered From February 25, 2023 To March 24, 2023
DEI fee: \$111,755 (7% of \$1,596,495)

00 - Basic Services

<u>Contract Amount</u>	<u>Previously Billed</u>	<u>% Complete</u>	<u>Invoice Amount</u>
\$111,755.00	\$53,080.30	60.00	\$13,972.70

INVOICE TOTAL \$13,972.70

Prior Billing Information

<u>Invoice</u>	<u></u>	<u>0 - 30</u>	<u>31 - 60</u>	<u>61-90</u>	<u>Over 90</u>	<u>Balance</u>
57042	1/27/2023	\$13,650.00	\$0.00	\$0.00	\$0.00	\$13,650.00
57257	2/24/2023	\$3,030.30	\$0.00	\$0.00	\$0.00	\$3,030.30
Total Prior Billing		\$16,680.30	\$0.00	\$0.00	\$0.00	\$16,680.30

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: EAST STROUDSBURG AREA SD
 ACCOUNTS PAYABLE
 50 VINE STREET
 EAST STROUDSBURG, PA 18301 USA

PROJECT: SMITHFIELD
 ELEMENTARY SCHOOL
 245 RIVER ROAD
 EAST STROUDSBURG, PA 18301 USA
 PERIOD TO: February 28, 2023

FROM CONTRACTOR:
 WEATHERPROOFING TECHNOLOGIES
 3735 GREEN RD.
 BEACHWOOD, OHIO 44021
 CONTRACT FOR: 2023 ROOF PROJECT

APPLICATION NO: 1
 DISTRIBUTION TO:
 OWNER
 ARCHITECT
 CONTRACTOR

PROJECT NOS: 5050562
 AIA 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	\$	1,862,357.67
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	1,862,357.67
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	27,715.63
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	\$	2,771.56
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	2,771.56
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	24,944.06
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	24,944.06
8. CURRENT PAYMENT DUE (Line 6 minus Line 7)	\$	0.00
9. CHANGE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	1,834,613.04

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

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 Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: WEATHERPROOFING TECHNOLOGIES

By: Suleha Meak Date: 2-27-23

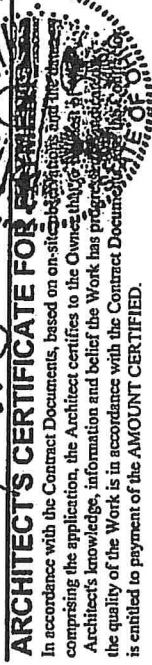
State of Ohio

Subscribed and sworn to before me this 27 day of February, 2023

Notary Public: Molly J. Grochowina

My Commission Expires: March 24, 2024

MOLLY J. GROCHOWINA
 NOTARY PUBLIC
 FOR THE
 STATE OF OHIO
 My Commission Expires
 March 24, 2024



ARCHITECT'S CERTIFICATE FOR PAYMENT
 In accordance with the Contract Documents, based on on-site observations and the Architect's knowledge, information and belief the Work has progressed to the extent that the Architect certifies to the Owner that the Contractor has performed the Work in accordance with the Contract Documents and the Architect is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

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

By: _____ Date: _____

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.

V.F. 1

W.F.M.

INVOICE

WEATHERPROOFING TECHNOLOGIES INC
3735 GREEN ROAD, BEACHWOOD, OH 44122-5730

(216)292-5000



RECEIPT OF THIS ORDER SHALL BE ACCEPTANCE OF ALL TERMS AND CONDITIONS CONTAINED ON THE FRONT

SHIP TO
SMITHFIELD ELEMENTARY SCHOOL - ROOF
245 RIVER ROAD
EAST STROUDSBURG PA 18301
USA

CHARGE TO
EAST STROUDSBURG AREA SD
ACCOUNTS PAYABLE
50 VINE STREET
EAST STROUDSBURG PA 18301
USA

(PLEASE MAKE ANY CORRECTIONS TO ABOVE INFORMATION)
NO RETURN MERCHANDISE UNLESS AUTHORIZED BY OUR REPRESENTATIVE

ACCOUNT NUMBER 6047867

INVOICE NO. 97003420	INVOICE DATE 02/27/2023	DUE DATE 03/29/2023
CUST. P.O. 23000294		
ORDER NUMBER 35050562		
TERMS Net 30		
SHIPPED FROM		SHIP DATE
ROUTING - IF SPECIFIED		DELIVERY NO.

REPRESENTATIVES: Kiessling, Marshal; Kline, Randy; Sweppenhiser, Kyle

FREIGHT (F.O.B.: SHIPPING POINT)
PPA PREPAID AND ADD

QTY	FORMULA NO. AND DESCRIPTION	UNIT QTY	PRICE	AMOUNT
1	<p>CONTRACTING GENERAL CONTRACTING SERVICES</p> <p>If you currently do not receive your invoices by email and would like to, please contact Customer Service.</p> <p>EAST STROUDSBURG AREA SCHOOL DISTRI-203335 Progress Billing #1 Stephanie Bowers 216-514-7727 Service Order:9737829</p>	1 EA		24,944.06

LOCAL TAX 0.00	COUNTY TAX 0.00	STATE TAX 0.00	SUBTOTAL	24,944.06
			SALES TAX	0.00
			SHIPPING	0.00
			TOTAL DUE	24,944.06

This sale is subject to the Terms and Conditions of Sale effective on the date the purchase order is received, which are incorporated in full by this reference. The Terms and Conditions of Sale are available at <https://www.tremcocpg.com/terms-and-conditions/>.

PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE

EAST STROUDSBURG AREA SD
ACCOUNTS PAYABLE
50 VINE STREET
EAST STROUDSBURG PA 18301
USA

ACCOUNT NUMBER : 6047867
CUST. P.O. : 23000294
TERMS : Net 30

SUBTOTAL 24,944.06
SALES TAX 0.00
SHIPPING 0.00
TOTAL DUE 24,944.06 USD

IF THIS ORDER IS SALES TAX EXEMPT AND WE HAVE CHARGED SALES TAX, MARK BOX AND RETURN A COMPLETED, SIGNED SALES TAX EXEMPTION CERTIFICATE WITH YOUR REMITTANCE. THANK YOU.

INVOICE NO. 97003420	INVOICE DATE 02/27/2023
-------------------------	----------------------------

COMMENTS:

Mail check to address shown or call to pay by ACH or wire transfer. Credit card accepted at time of purchase.

Thank you for your payment. We appreciate your business.

Weatherproofing Technologies, Inc.
P.O. BOX 931111
CLEVELAND, OH 44193-0511

REMITTANCE

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 1

Contractor's signed certification is attached.

APPLICATION DATE: 2/22/2023

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

PERIOD TO: 2/28/2023

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

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED 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 (IF VARIABLE RATE) 10%
	SCOPE OF WORK I (Roof Replacement)							
1	Mobilization.	\$23,223.32		\$5,805.83		\$5,805.83	\$17,417.49	\$580.58
2	Tear Off and Disposal	\$92,893.27					\$92,893.27	\$0.00
3	Insulation and Membrane	\$209,009.85					\$209,009.85	\$0.00
4	Flashing	\$46,446.63					\$46,446.63	\$0.00
5	Metal Work	\$46,446.63					\$46,446.63	\$0.00
6	Surfacing and Coating	\$23,223.32					\$23,223.32	\$0.00
7	Demobilization and Clean-Up	\$23,223.32					\$23,223.32	\$0.00
	SCOPE OF WORK II (Roof Recover)							
1	Mobilization.	\$69,669.95		\$17,417.49		\$17,417.49	\$52,252.46	\$1,741.75
2	Tear Off and Disposal	\$278,679.80					\$278,679.80	\$0.00
3	Insulation and Membrane	\$627,029.57					\$627,029.57	\$0.00
4	Flashing	\$139,339.90					\$139,339.90	\$0.00
5	Metal Work	\$139,339.90					\$139,339.90	\$0.00
6	Surfacing and Coating	\$69,669.95					\$69,669.95	\$0.00
7	Demobilization and Clean-Up	\$69,669.95					\$69,669.95	\$0.00
	ADDITIONAL							
1	Roof Diagnostics Scan	\$4,492.31		\$4,492.31		\$4,492.31		\$449.23
	GRAND TOTALS	\$1,862,357.67	\$0.00	\$27,715.63	\$0.00	\$27,715.63	\$1,834,642.04	\$2,771.56

Users may obtain validation of this document by requesting of the licensee a completed AIA Document D401 - Certification of Document's Authenticity

VII.A.1

Quote JCS 7/29/22-02
Date March 17, 2023



THE A. G. MAURO COMPANY
580 INDUSTRIAL DRIVE, LEWISBERRY, PA 17339
TELEPHONE: (717) 938-4671
FAX: (717) 938-2471

ARCHITECTURAL HARDWARE, DOORS & SPECIALTIES

Job Name: EAST STROUDS

Job Location:

ATTN:
PHONE:
E-MAIL:

WE HEREBY PROPOSE TO FURNISH THE FOLLOWING MATERIALS:

SMI

- 1: ELECTRIC STRIKE W/ SMART PACK 9600x630 / 2005M3
- 1: LATCH RETRACTION KIT R56A-F-26D
- 1: POWER TRANSFER WITH CABLE EL-CEPT-630 / QC-C012 (12")

INSTALLED PRICE: \$3985.00

EHN

- 1: ELECTRIC STRIKE W/ SMART PACK 9600x630 / 2005M3
- 1: ELECTRIC STRIKE W/ SMART PACK 1006CSx630 / 2005M3
- 2: ELECTROMAG MM15
- 1: LATCH RETRACTION KIT R56A-F-26D
- 1: POWER TRANSFER WITH CABLE EL-CEPT-630 / QC-C012 (12")
- 1: POWER SUPPLY BPS 12/24-1

INSTALLED PRICE: \$6525.00

NDC

- 3: ELECTRIC LOCK 8271-12V/24V LNL 26D
- 3: DOOR LOOP POWER TRANSFER K-DL38A
- 2: POWER SUPPLY BPS 12/24-1
- 6: CABLE KIT QC-C206 (32")
- 1: ASTRAGAL 183C-84"

INSTALLED PRICE: \$6100.00

Terms No Retention-Net 30 Days

Quoted by *Joel Stine*

No "pay-if-paid" or "pay-when-paid" clauses accepted.
Finance charge of 1-1/4% per month.
will be applied on invoices after 60 days.

Joel Stine
OUTSIDE SALES

All Prices delivered unless noted. All prices quoted herein are guaranteed for fifteen (15) days only unless otherwise noted, and are thereafter subject to change without notice. All quotations made and orders received applying thereto are subject to the approval of our Credit Dept.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, terms and conditions are satisfactory and are hereby accepted.
COMPANY _____

DATE OF ACCEPTANCE _____

BY _____

EHS

- 2: LOCKSET 8204 LL 26D
- 2: DUMMY CYLINDER
- 2: ELECTRIC STRIKE W/ SMART PACK 1006CSx630 / 2005M3
- 1: WIFI LOCK LC-IN120-82278-BIP-B-LNL-26D
- 2: ELECTRIC STRIKE W/ SMART PACK 9600x630 / 2005M3

INSTALLED PRICE: \$8265.00

MAINT

- 1: ELECTRIC STRIKE W/ SMART PACK 9600x630 / 2005M3
- 1-1/2" STOP BAR STOCK

INSTALLED PRICE: \$1750.00

BGS

- 1: EXIT DEVICE 56-8904 ETL 26D
- 1: DOOR LOOP POWER TRANSFER K-DL38A
- 1: CABLE KIT QC-C206 (32")
- 1: PUSH PLATE 70C x 26D

INSTALLED PRICE: \$3975.00

BES

- 2: MULLION 980S
- 1: EXIT DEVICE 8813-ETL-32D
- 3: EXIT DEVICE 8810-32D
- 1: ELECTRIC STRIKE W/ SMART PACK 9600x630 / 2005MS

INSTALLED PRICE: \$9555.00

RES

- 2: MULLION 980S
- 1: EXIT DEVICE 8813-ETL-32D
- 3: EXIT DEVICE 8810-32D
- 1: ELECTRIC STRIKE W/ SMART PACK 9600x630 / 2005MS

INSTALLED PRICE: \$9555.00

Terms No Retention-Net 30 Days

Quoted by *Joel Stine*

No "pay-if-paid" or "pay-when-paid" clauses accepted.
 Finance charge of 1-1/4% per month.
 will be applied on invoices after 60 days.

Joel Stine
 OUTSIDE SALES

All Prices delivered unless noted. All prices quoted herein are guaranteed for fifteen (15) days only unless otherwise noted, and are thereafter subject to change without notice. All quotations made and orders received applying thereto are subject to the approval of our Credit Dept.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, terms and conditions are satisfactory and are hereby accepted.
 COMPANY _____

DATE OF ACCEPTANCE _____

BY _____

Quote JCS 3-30-23-01
Date March 30, 2023



THE A. G. MAURO COMPANY
580 INDUSTRIAL DRIVE, LEWISBERRY, PA 17339
TELEPHONE: (717) 938-4671
FAX: (717) 938-2471
ARCHITECTURAL HARDWARE, DOORS & SPECIALTIES

EAST STROUDSBURG AREA SCHOOL DIST

Job Name: GLASS

ATTN: ANTHONY CALDERONE
PHONE:
EMAIL: anthony-calderone@esasd.net

WE HEREBY PROPOSE TO FURNISH THE FOLLOWING MATERIALS:

3 GLASS WINDOWS WITH PASS THRU
PER GREG'S MEASUREMENTS

3 GREY COUNTERTOPS

INSTALLED PRICE: \$5840.00

\$ 55,550.00

COSTARS CONTRACT # 008-E22-1000

COSTARS VENDOR # 143426



Terms No Retention-Net 30 Days

Quoted by *Joel Stine*

No "pay-if-paid" or "pay-when-paid" clauses accepted.

Joel Stine

Finance charge of 1-1/4% per month.

OUTSIDE SALES

will be applied on invoices after 60 days.

All Prices delivered unless noted. All prices quoted herein are guaranteed for fifteen (15) days only unless otherwise noted, and are thereafter subject to change without notice. All quotations made and orders received applying thereto are subject to the approval of our Credit Dept.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, terms and conditions are satisfactory and are hereby accepted.
COMPANY _____

DATE OF ACCEPTANCE _____

BY _____

Costars Proposal

Costars Contract # 040-E22-130

To: East Stroudsburg Area School District (ESASD)	Date: 3/17/2023
Address: 50 Vine Street	From: Wayne Becker
East Stroudsburg, PA 18301	Phone: 610-509-9731
Attn: Anthony Calderone	Email: Wayne.Becker@KeystoneFire.com
Phone: 570-994-6467	Proposal #: AAAQ1579-02
Email: anthony-calderone@esasd.net	Project: East Stroudsburg ASD Access Control Additions

Dear Anthony,

I appreciate this opportunity to provide recommendations and a COSTARS proposal for additions to the district wider Genetec Access Control system at the East Stroudsburg ASD as discussed and described herein.

1. PROJECT SCOPE

1. Keystone Fire and Security (KF&S) will provide materials and services to expand the existing Genetec system to the following locations as described:
 - 1) Smithfield Elementary School
 - a. Furnish and install reader at the interior vestibule of the Main Entrance Door
 - b. Provide connections to exiting Genetec panel
 - c. Furnish and install a door release button at secretary's desk
 - d. Program Genetec software as per customer's direction
 - e. Cable provided and installed by ESASD
 - 2) Resica Elementary School
 - a. Furnish and install reader at the interior vestibule of the Main Entrance Door
 - b. Furnish and install a new Genetec controller board and make connections
 - c. Furnish and install a door release button at secretary's desk
 - d. Program Genetec software as per customer's direction
 - e. Cable provided and installed by ESASD
 - 3) Bushkill Elementary School
 - a. Furnish and install reader at the interior vestibule of the Main Entrance Door
 - b. Furnish and install a new Genetec panel and controller board and make connections
 - c. Furnish and install a door release button at secretary's desk
 - d. Program Genetec software as per customer's direction
 - e. Cable provided and installed by ESASD

-
- 4) Lehman Intermediate School
 - a. Furnish and install readers on both sides of large Fire Doors
 - b. Connect readers to existing Genetec input board (2 spare inputs available)
 - c. Connect Genetec release relay to existing maglocks
 - d. Furnish and install door release relay at Notifier Fire Alarm system, make connections and program Fire Alarm panel
 - e. Program Genetec software as per customer's direction
 - f. Cable provided and installed by ESASD

 - 5) South High School
 - a. Furnish and install (4) readers at locations indicated by ESASD
 - b. Furnish and install a new Genetec panel and controller boards and make connections
 - c. Program Genetec software as per customer's direction
 - d. Option for cable to be furnished and installed by KF&S

 - 6) South Maintenance
 - a. Furnish and install a reader at location indicated by ESASD
 - b. Furnish and install a new Genetec panel and controller board and make connections
 - c. Program Genetec software as per customer's direction
 - d. Option for cable to be furnished and installed by KF&S

 - 7) South Bus Garage
 - a. Furnish and install a reader at location indicated by ESASD
 - b. Furnish and install a new Genetec panel and controller board and make connections
 - c. Program Genetec software as per customer's direction
 - d. Option for cable to be furnished and installed by KF&S

 - 8) North Data Center
 - a. Furnish and install (3) readers at locations indicated by ESASD
 - b. Furnish and install a new Genetec panels and controller boards and make connections
 - c. Program Genetec software as per customer's direction
 - d. Option for cable to be furnished and installed by KF&S

2. All door hardware, AC power and network cabling and connections are to be provided by ESASD.

2. OPERATIONAL SCOPE

- 1. The operation of the system will not be changed, The additional access doors will operate the same way as other doors in the system.

3. EQUIPMENT LIST

Qty	Manuf.	Item
		Smithfield Elementary School
1	HID	Signo20, Mullion, 13.56mHz &125kHz, OSDP/Wiegand, Terminal, Mobile Ready
1	Honeywell	IS310 White Request to Exit Sensors

1	GRI	Door Recessed Switch Set, Closed Loop, 1NO, 200 Volt DC, 0.4 Ampere, 10 Watt, 0.15 Ohm, 1/2" Standard Gap, 3/4" Diameter, White, For Steel Door
1	USP	Hold Up Button, Momentary, Silent Actuating, SPDT, 125/250 Volt, 10A, Nickel Plated Brass Screw Terminal, Copper Alloy Blade, Impact Resistant Housing
		Resica Elementary School
1	HID	Signo20, Mullion, 13.56MHz &125kHz, OSDP/Wiegand, Terminal, Mobile Ready
1	Honeywell	IS310 White Request to Exit Sensors
2	GRI	Door Recessed Switch Set, Closed Loop, 1NO, 200 Volt DC, 0.4 Ampere, 10 Watt, 0.15 Ohm, 1/2" Standard Gap, 3/4" Diameter, White, For Steel Door
2	USP	Hold Up Button, Momentary, Silent Actuating, SPDT, 125/250 Volt, 10A, Nickel Plated Brass Screw Terminal, Copper Alloy Blade, Impact Resistant Housing
2	Genetec	1 Synergis ed reader connection
1	Genetec	Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only) - For Synergis SaaS only
		Bushkill Elementary School
1	HID	Signo20, Mullion, 13.56MHz &125kHz, OSDP/Wiegand, Terminal, Mobile Ready
1	Honeywell	IS310 White Request to Exit Sensors
2	GRI	Door Recessed Switch Set, Closed Loop, 1NO, 200 Volt DC, 0.4 Ampere, 10 Watt, 0.15 Ohm, 1/2" Standard Gap, 3/4" Diameter, White, For Steel Door
1	USP	Hold Up Button, Momentary, Silent Actuating, SPDT, 125/250 Volt, 10A, Nickel Plated Brass Screw Terminal, Copper Alloy Blade, Impact Resistant Housing
1	Genetec	1 Synergis ed reader connection
1	Genetec	Mercury MR50 1-reader interface module Series 3 (2 inputs, 2 relays, PCB only, software connections included)
1	Genetec	LifeSafety Power -The EPLT-1M Mounting plate fits into any Lifesafety Power Enclosures (Mercury, Vertx or Rackmount). It allows mounting Synergis Cloud Link, Mercury LP1501, MR50 and other devices
1	Genetec	LifeSafety Power -Mercury Power, 75W DV, 4 Lock, 8 Aux, 24x20x6.5
3	Genetec	Genetec™ Advantage for 1 Synergis™ Enterprise Reader – 4 years
3	Genetec	Genetec™ Advantage for 1 Synergis™ Enterprise Reader – 1 month
		Lehman Intermediate School
2	HID	Signo20, Mullion, 13.56MHz &125kHz, OSDP/Wiegand, Terminal, Mobile Ready
2	Honeywell	IS310 White Request to Exit Sensors
2	GRI	Door Recessed Switch Set, Closed Loop, 1NO, 200 Volt DC, 0.4 Ampere, 10 Watt, 0.15 Ohm, 1/2" Standard Gap, 3/4" Diameter, White, For Steel Door
1	Notifier	Addressable Relay Module with Flashscan
		South High School
4	Genetec	1 Synergis ed reader connection
1	Genetec	LifeSafety Power -8DR Mercury, 12V & 24V, 150W max, E4M1 enclosure 24H x 20W x 4.5D
1	Genetec	Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only) - For Synergis SaaS only
4	Genetec	HID Signo 20 reader, Mullion, 13.56MHz &125kHz, OSDP/Wiegand, Terminal, Mobile Ready, BLE
4	Genetec	Genetec™ Advantage for 1 Synergis™ Enterprise Reader – 4 years
2	Notifier	Addressable Relay Module with FlashScan;
8	Honeywell	IS310 White Request to Exit Sensors

South Maintenance		
1	Genetec	1 Synergis ed reader connection
1	Genetec	HID Signo 20 reader, Mullion, 13.56MHz &125kHz, OSDP/Wiegand, Terminal, Mobile Ready, BLE
1	Genetec	Genetec™ Advantage for 1 Synergis™ Enterprise Reader – 4 years
35	Genetec	Genetec™ Advantage for 1 Synergis™ Enterprise Reader – 1 month
1	Notifier	Addressable Relay Module with FlashScan
1	Honeywell	IS310 White Request to Exit Sensors
South Bus Garage		
1	Genetec	1 Synergis ed reader connection
1	Genetec	LifeSafety Power -8DR Mercury, 12V & 24V, 150W max, E4M1 enclosure 24H x 20W x 4.5D
1	Genetec	Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only) - For Synergis SaaS only
1	Genetec	HID Signo 20 reader, Mullion, 13.56MHz &125kHz, OSDP/Wiegand, Terminal, Mobile Ready, BLE
1	Genetec	Genetec™ Advantage for 1 Synergis™ Enterprise Reader – 4 years
35	Genetec	Genetec™ Advantage for 1 Synergis™ Enterprise Reader – 1 month
1	Notifier	Addressable Relay Module with FlashScan
1	Honeywell	IS310 White Request to Exit Sensors
North Data Center		
3	Genetec	1 Synergis ed reader connection
1	Genetec	LifeSafety Power -8DR Mercury, 12V & 24V, 150W max, E4M1 enclosure 24H x 20W x 4.5D
2	Genetec	Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only) - For Synergis SaaS only
3	Genetec	HID Signo 20 reader, Mullion, 13.56MHz &125kHz, OSDP/Wiegand, Terminal, Mobile Ready, BLE
3	Genetec	Genetec™ Advantage for 1 Synergis™ Enterprise Reader – 4 years
35	Genetec	Genetec™ Advantage for 1 Synergis™ Enterprise Reader – 1 month
2	Notifier	Addressable Relay Module with FlashScan
3	Honeywell	IS310 White Request to Exit Sensors
2	Alarm Controls	PNEUMATIC TIME DELAY REQUEST TO EXIT STATIONS
7	GRI	S180 W/ DOOR CHANNEL MAGNET-WHT

This product is not in stock.

Please indicate if you require special shipping on the return order (additional charges may apply).

4. OPTIONS

See options for cable installation below.

5. TRAINING

Training will not be provided as this is an addition to an existing system. Additional and ongoing training is available for your system. Training can be customized to your needs and purchased hourly or as part of our Service Level Agreement, available for all systems we provide.

6. DOCUMENTATION AND DELIVERABLES

- a. Includes engineered system documentation for future referral, service and maintenance.

7. PROJECT SCHEDULE

- a. Typical project installation lead time is approximately 4-6 weeks from receipt of signed proposal / PO and mobilization payment. In the event there are any product backorders or unforeseen circumstances that could affect this lead time, you will be notified by the Keystone Fire and Security project manager assigned to your project.

8. WORK BY OTHERS

- a. Work performed by Owner or Others is described in Section 1 "Project Scope".

9. WHAT IS NOT INCLUDED

- a. Materials and services not specifically listed in the equipment list or project scope are not included.
- b. System and CAD drawings, submittals and programming documentation available upon request. Additional charges may apply.
- c. If any of the existing equipment or wiring to be reused is not adequate or defective, additional parts and labor may be required. If this is determined during the installation and testing process, a change order will be required. No additional work will be performed without the written consent of the owner.
- d. Equipment listed subject to availability. Parts may be substituted for newer models or availability.

10. SYSTEM INVESTMENT

Description	Price
Total Costars Proposal Cost	\$72,535.00

Applicable sales tax will be added to total cost.

11. PAYMENT TERMS

Payment Schedule
Mobilization
<i>Invoice for Materials upon Delivery. Due upon receipt.</i>
Installation & Completion – Progressive Invoicing for Remaining Balance
<i>Includes Engineering and Project Management, Physical Installation on Client Premise, Testing, Calibration, Demonstration and Training. Due upon receipt.</i>

12. ORDERING AND ACCEPTANCE

The person to whom this Proposal is addressed (the "Client") may accept this Proposal by signing at the space provided below and returning it to Keystone Fire and Security along with an approved purchase order within twenty (20) days of the date of this Proposal. By doing so, the Client acknowledges that they have read and understand this Proposal and that Client is entering into a legally binding contract with Keystone Fire and Security on the terms and conditions set forth in this Proposal, including the Standard Terms and Conditions set forth in the "Terms and Conditions" section found at <https://www.keystonefire.com/terms/> which are an integral part of this contract. If the Client signs this Proposal and returns it to Keystone Fire and Security more than twenty (20) days after the date of this Proposal, Keystone Fire and Security reserves the right to reject the Client's acceptance by written notice to the Client. Each individual signing this Proposal on behalf of an entity represents that he or she is a duly authorized officer or other representative of such entity. This order will be processed upon receipt of payment in full or Mobilization amount and be invoiced as indicated in the "Payment Terms" section above.

Past due accounts are subject to interest penalties. Work may be suspended on accounts that are not current. (See credit policy). Please note that the following must be included with your Purchase Order to qualify as a COSTARS purchase.

- The Purchase Order (PO) MUST list Keystone Fire and Security's Costars number 040-E22-130.
- The PO MUST list Keystone Fire and Security's Payment Terms
- The PO MUST be accompanied by a signed copy of Keystone Fire and Security's Proposal

Client Signature

Keystone Fire and Security Signature

Client Print Name

Keystone Fire and Security Print Name

Date

Date

Purchase Order #

Tax Status: Exempt (copy of current certificate required)

Non-Exempt

Providing an Authorized Acceptance Signature indicates that you have read and understand the Terms & Conditions attached to this agreement. This document represents the entire agreement. No conversations or other forms of communication shall be considered part of this agreement.

This proposal was prepared in good faith, exclusively for the individual(s) to whom it is addressed. It contains information that is privileged, confidential and exempt from disclosure under applicable law. The recommendations described herein are based on client consultations, site visits, engineering, and research, computer-aided designs and/or expertise earned through education, training and experience. It is considered an unfair business practice to use this information for competitive negotiations.

13. PREVENTATIVE MAINTENANCE AND SUPPORT

The system described in this proposal has been designed to provide you with many years of reliable service and an excellent return on your investment (ROI). However to uphold the warranties of the equipment and achieve maximum longevity, managed services and ROI, regularly scheduled maintenance is required. Keystone Fire and Security provides managed services and scheduled maintenance programs for your system that will keep it running smooth and reduce the total cost of ownership.

VII.D.1

	North HS Gym Floor 30-819-3072 Board Approved 4/20/2020		Lehman Gym Floor Board Approved 6/22/2020 20-518-3072		North HS Replace Curtain Wall / Storefront Board Approved 4/19/21 HS North Window Project 30-819-3079		
	Date		Date		Date		Date
Vendor	2322	Miller Sports Construction	2322	Miller Sports Construction	6929	D&M Construction Unlimited	6929
Original Bid		\$ 328,400.00		\$ 225,910.00	Split	\$ 280,000.00	Split
Change Order	Alt Power Vent	\$ 10,800.00	Alt Power Vent	\$ 9,240.00			
Change Order	Chg Order	\$ 4,500.00	Disc.	\$ (7,210.00)	bd 10/17/22	\$ (1,987.21)	BD 10/17/22
Total of Project		\$ 343,700.00		\$ 227,940.00		\$ 278,012.79	
Letter of Commitment							
Application 1	PD to Miller	\$ 318,400.00	Ins paid	\$ (74,450.00)	7/15/2021	\$ 6,075.00	7/15/2021
Application 2	Deductible	\$ (10,000.00)	Deductible	\$ (5,000.00)	9/16/2021	\$ 1,125.00	9/16/2021
Application 3		\$ -	9/18/2020	\$ 159,558.00	9/16/2021	\$ 47,864.86	9/16/2021
Application 4	11/24/2020	\$ 10,000.00	2/18/2021	\$ 68,382.00	11/23/2021	\$ 20,992.05	11/23/2021
Application 5	1/12/2021	\$ 10,800.00	5/31/2021	\$ 58,382.00	11/23/2021	\$ 26,752.05	11/23/2021
Application 6	1/12/2021	\$ 4,500.00		\$ 11,068.00	1/3/2022	\$ 27,949.05	1/3/2022
Application 7					2/1/2022	\$ 17,114.85	2/1/2022
Application 8					3/10/2022	\$ 8,714.25	3/10/2022
Application 9					3/24/2022	\$ 18,102.15	3/24/2022
Application 10					6/14/2022	\$ 33,243.40	6/14/2022
Application 11					5/17/2022	\$ 3,699.00	5/17/2022
Application 12					6/21/2022	\$ 2,358.00	6/21/2022
Application 13					6/30/2022	\$ 26,349.75	6/30/2022
Application 14					9/1/2022	\$ 5,643.90	9/1/2022
Application 15					9/22/2022	\$ 4,228.40	9/22/2022
Application 16					10/10/2022	\$ 27,801.28	10/10/2022
Total Payments to Date		\$ 333,700.00		\$ 217,940.00		\$ 278,012.99	
Left on Contract		\$ 10,000.00		\$ 10,000.00		\$ (0.20)	
Payment Completion Percentage		97%		96%		99%	
D'Huy Engineering 1446					2/16/2021	\$ 190.00	2/16/2021
					2/16/2021	\$ 941.02	2/16/2021
					5/31/2021	\$ 651.35	5/31/2021
					5/10/2021	\$ 748.95	5/10/2021
					6/15/2021	\$ 8,268.68	6/15/2021
					6/30/2021	\$ 809.98	6/30/2021
					8/10/2021	\$ 1,350.02	8/10/2021
					9/22/2021	\$ 1,080.00	9/22/2021
					11/3/2021	\$ 2,160.00	11/3/2021
					1/11/2022	\$ 1,165.71	1/11/2022
					2/14/2022	\$ 1,044.99	2/14/2022
					3/10/2022	\$ 558.45	3/10/2022
					4/21/2022	\$ 521.55	4/19/2022
					5/17/2022	\$ 648.00	5/17/2022
					6/30/2022	\$ 432.00	6/30/2022
		\$ -		\$ -		\$ 20,570.70	

Lehman Replace Curtain Wall / Storefront Board Approved 4/19/21 LIS 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#22003613	Date	BES HVAC Upgrade Board Approved 12/20/2021 10-4600-450-990-10-211-461-000-8744 ESSER III Grant YR1	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					2/27/2023	\$ 264,800.00	
\$ 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		\$ 2,031,987.24	
\$ (0.70)		\$ 18,073.87		\$ -		\$ 917,671.76	
99%		96%		98%		69%	
						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	

North Replace Flooring Board Approved 1/24/2022 10-4600-450-990-30-819- 462-000-8744 ESSER III Grant YR1 PO#22003248	Date	Smithfield Replace Flooring Board Approved 1/24/2022 10-4600-450-990-10-216-462- 000-8744 ESSER III Grant YR1 PO#22003247	Date	EHN Natatorium Roof Replacement Board Approved 1/24/2022 10-4600-450-990-30-819-463- 000-8744 ESSER III Grant YR1 ESSERS PO#23001261 \$729,500.00 CR \$154,900.00	Date	EHN Natatorium HVAC Replacement Board Approved 1/24/2022 10-4600-450-990-30-819-465 000-8744 ESSER III Grant YR1	Date
H&P Construction	6554	Cope Flooring		Munn Roofing Split between ESSER / CR		ASL Mechanical \$277,290.00 Including Altermate#1 Replacement HX-5 \$183,700	7314
\$ 886,515.00		\$ 358,400.00		\$ 884,400.00		\$ 460,990.00	
\$ (26,121.60)	BD 10/17/22	\$ (2,645.50)					
\$ 860,393.40		\$ 355,754.50		\$ 884,400.00		\$ 460,990.00	
\$ 9,880.78	6/14/022	\$ 94,500.00		\$ 105,986.70	6/14/2022	\$ 8,550.00	6/30/2022
\$ 590,949.12	6/21/2022	\$ 67,756.50		\$ 216,900.00	6/21/2022	\$ 5,580.00	
\$ 132,163.65	6/30/2022	\$ 16,650.00			6/30/2022	\$ 58,500.00	
\$ 83,337.82	8/29/2022	\$ 45,900.00			12/20/2022	\$ 106,200.00	
\$ 44,062.03	9/20/2022	\$ 95,372.55					
	10/10/2022	\$ 35,575.45					
\$ 860,393.40		\$ 355,754.50		\$ 322,886.70		\$ 178,830.00	
\$ -		\$ -		\$ 561,513.30		\$ 282,160.00	
97%		99%		37%		39%	
A/C# 32-4400-450-000-30- 819-462-000-0000		A/C# 32-4400-450-000-10- 216-462-000-0000		A/C# 32-4400-450-000-30-819 463-000-0000		A/C# 32-4400-450-000-30- 819-461-000-0000	
Paid through Cap.Resv.		Paid through Cap.Resv.		Paid through Cap.Resv.		Paid through Cap.Resv.	
\$ 2,362.50	1/19/2022	\$ 2,362.50	1/12/2022	\$ 15,319.50	1/19/2022	\$ 5,250.00	
\$ 7,087.50	1/19/2022	\$ 7,087.50	1/19/2022	\$ 5,106.50	2/14/2022	\$ 14,107.80	
16,693.22	2/14/2022	16693.21	2/14/2022	16718.8	3/10/2022	\$ 1,111.82	
\$ 4,357.21	3/10/2022	\$ 4,357.20	3/10/2022	\$ 3,095.40	4/21/2022	\$ 501.33	
\$ 2,178.60	4/21/2022	\$ 2,178.60	4/21/2022	\$ 3,095.40	5/17/2022	\$ 3,226.30	
\$ 2,178.60	5/17/2022	\$ 2,178.60	5/17/2022	\$ 6,190.80	6/8/2022	\$ 833.51	
\$ 926.39	6/8/2022	\$ 926.39	6/8/2022	\$ 1,575.19	6/30/2022	\$ 2,747.39	
\$ 692.10	6/30/2022	\$ 692.10	6/30/2022	\$ 1,328.42	9/22/2022	\$ 1,070.01	
\$ 3,030.01	6/30/2022	\$ 560.11	6/30/2022	\$ 1,192.47			
\$ 560.12	9/22/2022	\$ 4,357.20	10/24/2022	\$ 2,309.23			
\$ 4,357.21	10/24/2022	\$ 1,742.88	11/8/2022	\$ 720.05			
\$ 1,742.88	11/8/2022	\$ 435.72	2/21/2023	\$ 1,102.21			
\$ 435.72							
\$ 46,602.06		\$ 43,572.01		\$ 57,753.97		\$ 28,848.16	

MSE Refinishing Gym Floors Board Approved 2/28/2022 10-214-3072 Complete July 2022	Date	SME Gym floor Repair & Refinish Board Approved 3/21/2022 10-216-3072 Complete July 2022	Date	JMH Gym Floor Repair & Refinish Board Approved 3/21/2022 32-4600-450-000-10-213-000 000-3072 PO# 23000170	Date	SME Roof Project 2023 Proposal #5050562 Subcontractor: David Maines & Assoc. Board Approved 6/20/2022 32-4600-450-000-10-216-000- 000-3060 PO# 23000294
Wayfare Sports Floors \$ 27,800.00	7314	Wayfare Sports Flooring \$ 10,833.00	7314	Wayfare Sports Flooring \$ 11,154.00	3184	Tremco Commercial Sealants & Waterproof \$1,862,357.67
\$ 27,850.00		\$ 10,833.00		\$ 11,154.00		\$ 1,862,357.67
			BD 2/2023	\$ 1,500.00		
\$ 27,850.00		\$ 10,833.00		\$ 12,654.00		\$ 1,862,357.67
\$ 27,850.00	6/30/2022	\$ 10,833.00	3/23/2023	\$ 11,154.00		
\$ 27,850.00		\$ 10,833.00		\$ 11,154.00		\$ -
\$ -		\$ -		\$ 1,500.00		\$ 1,862,357.67
100%		100%		100%		0%
\$ -		\$ -		\$ -		\$ -

Date	EHN Storm Pip Replacement 32-4200-710-000-30-819-000-000-3047	Date	ES Elementary Sprinkler Replacement 32-4600-450-000-10-212-000-000-3092	Date	MSE Middle Sprinkler Repair/Replacement 32-4600-450-000-10-214-000-000-3092 baord Approve 10/17/2022
7526	Rutledge Excavating, Inc. \$256,760.00			4407	Keystone Fire Protection Co.
	\$ 256,760.00				\$ 38,386.21
	\$ 256,760.00		\$ -		\$ 38,386.21
				10/27/2022	\$ 3,622.21
				12/5/2022	\$ 34,764.00
	\$ -		\$ -		\$ 38,386.21
	\$ 256,760.00		\$ -		\$ -
	0%		#DIV/0!		100%
6/30/2022	\$ 6,875.00	10/24/2022	\$ 2,565.00		
9/27/2022	\$ 1,375.00	12/20/2022	\$ 617.80		
10/24/2022	\$ 1,375.00				
12/31/2022	\$ 1,487.75				
	\$ -		\$ -		
	\$ 11,112.75				

Date	EH South Otis Elevator #4 Cylinder Replacement 32-4600-431-000-30-820- 000-000-3093 JOB Complete as of 3/27/2023	Date	EHS Gym Floor Refinish Board Approved 1/23/23 32-4600-450-000-30-820- 000-000-3072	Date	ESE Gym Floor Refinish Board Approved 1/23/23 32-4600-450-000-10-212- 000-000-3072
	Otis Elevator \$83,646.00		Wayfare Sports \$13,517.00		Wayfare Sports \$26,708.00
	\$ 83,646.00		\$ 13,517.00		\$ 26,708.00
	\$ 83,646.00		\$ 13,517.00		\$ 26,708.00
9/27/2022	\$ 4,134.00				
9/29/2022	\$ 39,756.00				
3/13/2023	\$ 39,756.00				
	\$ 83,646.00		\$ -		\$ -
	\$ -		\$ 13,517.00		\$ 26,708.00
	100%		0%		0%
	\$ -				

Date	RES Elem HVAC ESSER III 10-4600-450-990-10-215- 461-000-8744 \$300,000.00 ESSER ONLY	Date	EH North HVAC ESSER III 10-4600-450-990-30-819- 461-000-8744 \$300,000.00 ESSER ONLY	Date	EHS Flooring Replacment Board Approved 3/20/2023	Date
	\$ -		\$ -		Cope Commercial Flooring \$ 1,224,395.00	
	\$ -		\$ -		\$ 1,224,395.00	
	\$ -		\$ -			
	\$ -		\$ -		\$ -	
	\$ -		\$ -		\$ 1,224,395.00	
	#DIV/0!		#DIV/0!		0%	
	\$ -		\$ -			

J.M. Hill Flooring and Administration Building Replacement Board Approved 3/20/2022	Total of Current Projects	
Lehigh Valley Floor Covering		
\$ 372,100.00	\$ 11,520,940.88	
	\$ 20,040.00	
	\$ (17,101.51)	
	\$ 2,446.37	
\$ 372,100.00	\$ 10,398,660.15	\$ 11,526,325.74
	\$ 19,771.00	
	\$ 821,520.61	
	\$ 1,533,252.52	
	\$ 1,019,851.38	
	\$ 885,803.92	
	\$ 1,023,018.60	
	\$ 371,842.05	
	\$ 34,229.70	
	\$ 17,428.50	
	\$ 36,204.30	
	\$ 66,486.80	
	\$ 7,398.00	
	\$ 4,716.00	
	\$ 52,699.50	
	\$ 11,287.80	
	\$ 8,456.80	
	\$ 55,602.56	
\$ -	\$ 5,969,570.04	\$ 11,526,325.74
\$ 372,100.00	\$ 5,556,755.70	
0%	52%	
	\$ 55,792.13	
	\$ 43,739.72	
	\$ 61,805.71	
	\$ 15,782.29	
	\$ 16,240.33	
	\$ 12,753.21	
	\$ 7,427.47	
	\$ 4,982.65	
	\$ 5,818.50	
	\$ 9,301.03	
	\$ 7,601.63	
	\$ 3,671.56	
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	\$ 242,169.15	



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

Creating the Future!



Mr. Robert Romagno
Supervisor of Environmental Services

Property and Facilities Committee Meeting
March 2023
Environmental Services

- Daily cleaning and disinfecting of buildings
- Summer 2023 project planning
- Materials management of district inventory
- Coordination of athletic school events, and outside UOF's
- Environmental SVS work orders
- Monthly meetings with custodial staff
- CIAQM Training
- Preliminary meetings about JTL auditorium remodel
- Cafeteria aides interviews
- Assembly of new classroom furniture
- Pesticide Applicator Training
- Graduation Prep and meetings
- Custodial Supply Bids
- Summer custodial project prep

VII.E.2

Grounds and Maintenance March 2023

- **Spring sports District wide**
- **Begin all clean up**
- **Continue moving District supplies as needed**
- **Pothole repair**
- **Continue winter painting projects**
- **LED Lights**