

1ST FIRE & SECURITY, INC.
610 1st Street, Vero Beach, FL 32962
(772) 794-2220

STANDARD COMMERCIAL FIRE ALARM MONITORING/ INSPECTION AGREEMENT

Agreement made this 21st day of June, 2022, by and between 1ST FIRE & SECURITY, INC. (hereinafter referred to as "1ST FIRE" or "ALARM COMPANY") and Le Chateau Royal Condominium - East & West Bldgs. (hereinafter referred to as the "Subscriber").

Location of premises: 3540 S. Ocean Blvd. S. Palm Beach, FL 33480

Contact: Emilio Garcia Phone 561-585-3940

CHECK BOX FOR APPROPRIATE SERVICES: Only services selected are included:

SERVICES AND RECURRING CHARGES: All charges are billed in advance and are plus tax, if applicable [select one option]:

Billing shall be: ☐ Monthly ☒ Quarterly ☐ Annually

☒ **1. Monitoring Charges**

Subscriber agrees to pay 1ST FIRE the sum of \$ 55.00 per month for the monitoring of the FIRE ALARM system for the term of this agreement:

Dialer type: NAPCO GSM, installed by 1st Fire ☒ To be checked if Communication System (Dialer) remains the property of 1ST FIRE

☐ **2. Monitoring Center Certification (UL Certification)**

Subscriber agrees to pay 1ST FIRE the sum of \$ _____ per month for the term of this agreement, for an Underwriters Laboratories Inc. (UL) Fire Alarm Certificate service

If this option is selected 1ST FIRE will issue a UL Certificate for the fire alarm system. Subscriber acknowledges that UL is a separate AHJ that may want to inspect the fire alarm system. UL or the Local AHJ can require changes to the fire alarm system to keep the Certificate in force. Subscriber agrees to pay 1ST FIRE for any inspections or required changes at 1ST FIRE's then prevailing rates.

☐ **3. RUNNER SERVICE**

If this option is selected 1ST FIRE's Runner upon notification from Monitoring Center of any alarm, supervisory or trouble signals, to the best of 1ST FIRE's ability will respond to Subscriber's location within 2 hours for alarm and supervisory signals and 4 hours for trouble signals. Subscriber agrees to pay 1ST FIRE for any Runs at 1ST FIRE's then prevailing labor rate. Subscriber acknowledges that Runner Service is for response only and does not cover any work or repairs once 1ST FIRE is on site.

☒ **4. INSPECTIONS: SYSTEMS TO BE INSPECTED:** ☒ Fire Alarm ☐ Area of Refuge ☒ Standpipe
☐ Fire Sprinkler ☒ Fire Pump ☒ Fire Backflow Preventer

Fire Alarm:

Subscriber agrees to pay 1ST FIRE the sum of \$ 54.17 per month for the term of this agreement, for inspection service. If this option is selected 1ST FIRE will make 1 inspection(s) of the fire alarm system per year.

Area of Refuge:

Subscriber agrees to pay 1ST FIRE the sum of \$ n/a per month for the term of this agreement, for inspection service. If this option is selected 1ST FIRE will make 1 inspection(s) of the area of refuge system per year.

Standpipe:

Subscriber agrees to pay 1ST FIRE the sum of \$ 66.67 per month for the term of this agreement, for inspection service. If this option is selected 1ST FIRE will make 1 inspection(s) of the standpipe system per year.

Fire Sprinkler:

Subscriber agrees to pay 1ST FIRE the sum of \$ n/a per month for the term of this agreement, for inspection service. If this option is selected 1ST FIRE will make 4 inspection(s) of the fire sprinkler system per year.

Fire Pump:

Subscriber agrees to pay 1ST FIRE the sum of \$ 41.67 per month for the term of this agreement, for inspection service. If this option is selected 1ST FIRE will make 1 inspection(s) of the fire pump system per year.

Any additional inspections required by Authority Having Jurisdiction (AHJ) will be charged at \$135.00 per hour which Subscriber agrees to pay. Unless otherwise noted in the Schedule of Equipment and Services inspection will be performed to meet the minimum requirements of the applicable code or AHJ. 1ST FIRE will notify Subscriber 3 days in advance of inspection date, and it is Subscriber's responsibility to reschedule or permit access. Testing at inspection tests only that accessible components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair. If sprinkler alarm or other device monitoring water flow is inspected, the inspection does not include inspection or testing of sufficiency of water supply, for which 1ST FIRE has no responsibility or liability.

5. SERVICE CHARGES (Select a or b)

☒ (a) Subscriber agrees to pay 1ST FIRE on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay 1ST FIRE for all parts and labor at the time of service. **Subscriber to initial for per call service option:** _____

IN LIEU OF SEPARATE RECURRING CHARGES IN PARAGRAPHS 1-5 ABOVE, SUBSCRIBER SHALL PAY \$ 217.51 PER MONTH WHICH INCLUDES ALL THE CHECKED SERVICES IN PARAGRAPHS 1-5.

ANY INSPECTION FILING FEE, IF REQUIRED, WILL BE CHARGED SEPARATELY.

Fire Backflow Preventer: (QTY-1)

Subscriber agrees to pay 1ST FIRE the sum of \$ 160.00 per fire backflow and bypass, billed at the time of service, for annual inspection service. If this option is selected 1ST FIRE will make 1 inspection of the fire backflow and bypass per year.

☐ **6. EXTINGUISHERS** Subscriber agrees to pay 1ST FIRE on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay 1ST FIRE for all parts and labor at the time of service.

Fire Extinguishers:

Subscriber agrees to pay 1ST FIRE the sum of \$ n/a per extinguisher for the term of this agreement, for annual inspection service. **Any additional services, such as 6-year maintenance, 12-year hydrostatic testing, recharges customer shall be on time and material bases.**

7. MONITORING SERVICES PROVIDED: Upon receipt of a fire alarm signal from Subscriber's fire alarm system, 1ST FIRE or its designee Monitoring Center shall make every reasonable effort to notify Subscriber and the appropriate municipal fire department and comply with AHJ dispatch procedures. Only Subscriber will be notified of fire trouble, fire supervisory or other off normal signals as soon as may be practical. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to fire departments are not monitored by personnel of 1ST FIRE or its Monitoring Center and 1ST FIRE does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, internet, Managed Facilities Voice Networks, VOIP, or other modes of communication pass through communication networks wholly beyond the control of 1ST FIRE and are not maintained by 1ST FIRE except 1ST FIRE may own the radio network and 1ST FIRE shall not be responsible for any failure which prevents transmission signals or data from reaching the Monitoring Center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the communication equipment. The fire alarm system and communication pathway may not function during a power failure or not maintain functionality for a 24 hour period as required by NFPA-72 for fire alarm systems and Subscriber is responsible for verifying operation of the communication pathway with the communications pathway provider. Subscriber agrees to furnish 1ST FIRE with a written Call List of names and telephone numbers of persons Subscriber wishes to receive notification of fire alarm signals. Unless otherwise provided in the Call List 1ST FIRE will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with 1ST FIRE's notification obligation. All changes and revisions to the account information shall be supplied to 1ST FIRE in writing. Subscriber authorizes 1ST FIRE to access the control panel and/or communicator to input or delete data and programming. If Subscriber requests 1ST FIRE to reprogram system functions remotely, Subscriber shall pay 1ST FIRE \$120.00 for each such service, and any change in programming requires a full physical test of all fire alarm components pursuant to NFPA 72 and AHJ requirements which testing shall be at Subscriber's expense at 1ST FIRE's customary charges. 1ST FIRE may, without prior notice, suspend or terminate its services in event of Subscriber's default in performance of this agreement or in event Monitoring Center's facility or communication network is nonoperational or Subscriber's system is sending excessive false alarms. Monitoring Center is authorized to record and maintain all data, voice and alarm communications and shall be the exclusive owner of such property. If AHJ requires a technician to be sent to Subscriber's premises after a fire alarm is dispatched, Subscriber agrees to pay on time and material base, per call.

8. TERM OF AGREEMENT / RENEWALS: The term of this agreement shall be for a period of three years. This agreement shall renew itself for consecutive terms of three years under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the agreement at least 30 days prior to the expiration of the then current term. Termination shall comply with local law. Unless otherwise specified herein, all recurring charges shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month.

9. INCREASES OF MONTHLY CHARGE: After the expiration of one year from the date hereof 1ST FIRE shall be permitted from time to time to increase the monthly charges by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase as invoiced.

10. ALARM EQUIPMENT REMAINS PERSONAL PROPERTY: All equipment and material installed by 1ST FIRE shall remain Subscriber's personal property and shall not be considered or deemed a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by 1ST FIRE.

11. EQUIPMENT LIMITED WARRANTY: In the event that any part of the equipment becomes defective, 1ST FIRE agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of one (1) year from the date of installation. 1ST FIRE reserves the option to either replace or repair the equipment, and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. 1ST FIRE's warranty does not include damage caused by electric, plumbing or construction, nor damage by lightning, electrical surge, or misuse. 1ST FIRE is not the manufacturer of the equipment and other than 1ST FIRE's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. **Except as set forth in this agreement, 1ST FIRE makes no express warranties as to any matter whatsoever, including but not limited to, unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose, and 1ST FIRE shall not be liable for consequential damages. 1ST FIRE does not represent nor warrant that the equipment may not be compromised or circumvented, or that the system will prevent any loss by fire, smoke or water or otherwise; or that the system will in all cases provide the protection for which it is installed. 1ST FIRE expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone**

other than 1ST FIRE. 1ST FIRE shall not be liable for consequential damages. Subscriber acknowledges that any affirmation of fact or promise made by 1ST FIRE shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on 1ST FIRE's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that 1ST FIRE has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for 1ST FIRE's breach of this agreement or negligence to any degree under this agreement is to require 1ST FIRE to repair or replace, at 1ST FIRE's option, any equipment which is non-operational. Some states do not allow the exclusion or limitation of consequential or incidental damages, or a limitation on the duration of implied warranties, so the above limitations or exclusions may not apply to you. The warranty gives you specific legal rights and you may also have other rights which may vary from state to state. Fire Alarms are required to be approved by AHJ and may require plans and specifications designed, signed and submitted by a licensed architect or professional engineer, which must be engaged by Subscriber. If 1ST FIRE is installing a Fire Alarm System to code installation must be approved by the AHJ. This Limited Warranty is independent of and in addition to repair service contracted under paragraph 2b of this agreement. In accordance with Florida Law 633.348, all equipment supplied shall be approved by NFPA or other nationally recognized testing laboratory approved by AHJ and installed pursuant to standards approved by said testing laboratory. 1ST FIRE will furnish subscriber with appropriate documentation required by testing laboratory standards, operating instructions for all equipment together with diagram of final installation.

12. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL: 1ST FIRE shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including 1ST FIRE's negligence or failure to perform any obligation.

13. REPAIR SERVICE: The parties agree that the equipment, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to notify 1ST FIRE if any equipment is in need of repair. 1ST FIRE shall not be required to service the equipment unless it has received notice from Subscriber, and upon such notice, 1ST FIRE shall, during the warranty period or if service has been contracted under paragraph 2b of this agreement, service the equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 8 a.m. and 5 p.m.

14. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, circuit breaker and dedicated electrical feed, internet connection, high speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by 1ST FIRE.

15. SUBSCRIBER RESPONSIBLE FOR FALSE ALARMS / PERMIT FEES / NON-SOLICITATION / ADDITIONAL COSTS / OTHER LICENSED TRADES / CO AND ECB VIOLATIONS / AND EXPERT WITNESS FEES: Subscriber is responsible for all alarm permits and permit fees, agrees to file for and maintain any permits required by applicable law and AHJ and indemnify or reimburse 1ST FIRE for any fees or fines relating to permits, code compliance or false alarms. 1ST FIRE shall have no liability for permit fees, false alarms, false alarm fines, fire response, any damage to personal or real property or personal injury caused by fire department response to alarm, whether false alarm or otherwise, or the refusal of the fire department to respond. In the event of termination of fire response by the fire department this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should 1ST FIRE be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay 1ST FIRE for such service or material. Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity any employee of 1ST FIRE assigned by 1ST FIRE to perform any service for or on behalf of Subscriber for a period of two years after 1ST FIRE has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, 1ST FIRE shall recover from Subscriber an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with 1ST FIRE, times twelve, together with 1ST FIRE's counsel and expert witness fees. Subscriber is responsible for engaging licensed trades to perform any work which 1ST FIRE is not licensed to perform interconnecting the fire alarm to HVAC, elevators, appliances and other electronic and mechanical systems. It is Subscriber's responsibility to obtain a Certificate of Occupancy for the intended use of the premises affected by the fire alarm or obtain a Letter of No Objection from the AHJ if a Certificate of Occupancy is not available. It is Subscriber's sole responsibility to cure any building or Environmental Control Board violations. In the event Subscriber or any third party subpoenas or summons 1ST FIRE requiring any services or appearances, Subscriber agrees to pay 1ST FIRE \$150 per hour for such services and appearances. Subscriber shall reimburse 1ST FIRE for any Monitoring Center charges for excessive signals.

16. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS: Subscriber agrees to and shall defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless 1ST FIRE, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third parties or Subscriber, including reasonable attorneys' fees and losses asserted against and alleged to be caused by 1ST FIRE's performance, negligent performance, or failure to perform any obligation under or in furtherance of this agreement. Parties agree that there are no third-party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against 1ST FIRE or 1ST FIRE's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of 1ST FIRE, which shall not unreasonably be withheld. 1ST FIRE shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations created herein upon such assignment.

17. EXCULPATORY CLAUSE: 1ST FIRE and Subscriber agree that 1ST FIRE is not an insurer and no insurance coverage is offered herein. The fire alarm and 1ST FIRE's services are designed to detect and reduce certain risks of loss, though 1ST FIRE does not guarantee that no loss or damage will occur. 1ST FIRE is not assuming liability, and, therefore, shall not be liable to Subscriber or any other third party for any loss, economic or non-economic, in contract or tort, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber as a result of equipment failure, human error, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by 1ST FIRE's breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty, except for intentional willful misconduct. Subscriber releases 1ST FIRE from any claims for contribution, indemnity or subrogation.

18. INSURANCE / ALLOCATION OF RISK: Subscriber shall maintain a policy of Comprehensive General Liability and Property Insurance for liability, casualty, fire, theft, and property damage under which Subscriber is named as insured and 1ST FIRE is named as additional insured and which shall cover any loss or damage 1ST FIRE's services are intended to detect to one hundred percent of the insurable value or potential risk. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment, system or 1ST FIRE's services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. 1ST FIRE shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against 1ST FIRE and its subcontractors for loss or damages caused by perils intended to be detected by 1ST FIRE's services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.

19. LIMITATION OF LIABILITY: SUBSCRIBER AGREES THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF 1ST FIRE AS A RESULT OF 1ST FIRE'S BREACH OF CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF 1ST FIRE'S OBLIGATIONS PURSUANT TO THIS AGREEMENT OR ANY OTHER LEGAL DUTY, EQUIPMENT FAILURE, HUMAN ERROR, OR STRICT PRODUCTS LIABILITY, WHETHER ECONOMIC OR NON-ECONOMIC, IN CONTRACT OR IN TORT, THAT 1ST FIRE'S LIABILITY SHALL BE LIMITED TO THE SUM OF \$250.00 OR 6 TIMES THE MONTHLY PAYMENT FOR SERVICES BEING PROVIDED AT TIME OF LOSS, WHICHEVER IS GREATER. IF SUBSCRIBER WISHES TO INCREASE 1ST FIRE'S AMOUNT OF LIMITATION OF LIABILITY, SUBSCRIBER MAY, AS A MATTER OF RIGHT, AT ANY TIME, BY ENTERING INTO A SUPPLEMENTAL AGREEMENT, OBTAIN A HIGHER LIMIT BY PAYING AN ANNUAL

PAYMENT CONSONANT WITH 1ST FIRE'S INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXCULPATORY CLAUSE, INDEMNITY, INSURANCE, ALLOCATION OF RISK AND LIMITATION OF LIABILITY PROVISIONS.

20. LEGAL ACTION/ARBITRATION: (a) If 1ST FIRE prevails in any litigation or arbitration between the parties, Subscriber shall pay 1ST FIRE's legal fees. The parties waive trial by jury in any action between them unless prohibited by law. Any action by Subscriber against COMPANY must be commenced within one year of the accrual of the cause of action or shall be barred. In any action commenced by 1ST FIRE against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. Subscriber submits to the jurisdiction and laws of Florida and agrees that any litigation or arbitration between the parties must be commenced and maintained in the county where 1ST FIRE's principal place of business is located. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address in this agreement or another address provided by the party in writing to the party making service. (b) The parties agree that due to the nature of the services to be provided by 1ST FIRE, the payments to be made by subscriber for the term of this agreement are an integral part of 1ST FIRE's anticipated profits and in the event of subscriber's breach of this agreement it would be difficult if not impossible to reasonably estimate 1ST FIRE's actual damages. Therefore, in the event of subscriber's default of this agreement subscriber shall pay to 1ST FIRE 100% of the balance due for the term of this agreement as liquidated damages. 1ST FIRE may, without prior notice, suspend or terminate its services in event of Subscriber's default in performance of this agreement and shall be permitted to terminate all its services under this agreement without relieving Subscriber of any obligation herein. Additionally, 1ST FIRE at its option may remove its transmitter or deem it sold to subscriber for the agreed price of \$600.00. (c) Any dispute between the parties or arising out of this agreement, including issues of arbitrability, shall, at the option of either party, be determined by arbitration before a single arbitrator administered by Arbitration Services Inc., under its Commercial Arbitration Rules www.ArbitrationServicesInc.com.

21. 1ST FIRE'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that 1ST FIRE is authorized and permitted to subcontract any services to be provided by 1ST FIRE to third parties who may be independent of 1ST FIRE, and that 1ST FIRE shall not be liable for any loss or damage sustained by Subscriber by reason of fire or any other cause whatsoever caused by the negligence of third parties and that Subscriber appoints 1ST FIRE to act as Subscriber's agent with respect to such third parties, except that 1ST FIRE shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to 1ST FIRE's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and Monitoring Center of 1ST FIRE.

22. MOLD, OBSTACLES AND HAZARDOUS CONDITIONS / FIRE STOP BREACH: Subscriber shall notify 1ST FIRE in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and Subscriber shall be responsible for removal of such conditions. In the event 1ST FIRE discovers the presence of suspected asbestos or other hazardous material 1ST FIRE shall stop all work immediately and notify Subscriber. It shall be Subscriber's sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed and Subscriber agrees to compensate 1ST FIRE for any additional expenses caused by the delay but not less than \$1000.00 per day until work can resume. If 1ST FIRE, in its sole discretion, determines that continuing the work poses a risk to 1ST FIRE or its employees or agents, 1ST FIRE may elect to terminate this agreement on 3-day notice to Subscriber and Subscriber shall compensate 1ST FIRE for all services rendered and material provided to date of termination. 1ST FIRE shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall 1ST FIRE be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof. 1ST FIRE shall have no liability for any breach of fire stops or for inspection or certification of integrity of fire stops in the premises.

23. FULL AGREEMENT / SEVERABILITY: This agreement along with the Schedule of Equipment and Services constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION. READ THEM BEFORE YOU SIGN THIS AGREEMENT.

1ST FIRE & SECURITY, INC.:

By: _____

Dated: _____

SUBSCRIBER:

MARK S. AMANN Print

[Signature] Sign

Subscriber: Signature by Authorized Officer

Tax ID or EIN _____ Address _____

Credit Card - Auto Billing Option:

Subscriber agrees to have its credit card automatically charged for all charges under this agreement.

Credit Card #: _____

Expiration Date: _____ Security Code: _____

☐ Mastercard ☐ Visa ☐ American Express

Cardholder's Name (As it appears on credit card)

Billing Address: _____

Subscriber's Email Address:



1st Fire & Security Inc.

Life Safety Powered By Service

Agreement / Estimate

Site Name/Location: Le Chateau Royal - East and West Bldgs. 3540 S. Ocean Blvd. S. Palm Beach, FL 33480	Contact: Emilio Garcia Email: manager@lcr3540.com Phone # 561-585-3940	Date: 6/21/2022 Sales Rep: Tom Valenzano SR Email: Tomv@1stfire.com
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Upgrade 2 Cellular Dialers from 3G to 4G LTE

Project Description:

1st Fire & Security will provide and Install the following:

2 Napco Starlink 4G LTE Cellular Dialers

Program and Test New Dialers for communication with Central Station.

Total for Dialer installation is \$1,070.00 including tax

Qty	Equipment Description	Exclusions/Conditions:
2	Napco Starlink 4G LTE Cellular Dialer	<p>Exclusions/Conditions:</p> <ul style="list-style-type: none"> *Any and all 110/220 Volt Power Wiring or Circuits *Any Patching or Painting * Permit Fees if applicable * 1st Fire & Security is not responsible for any damage to existing underground sprinklers/wiring/roof tiles etc <p>50% Deposit required prior to ordering parts. <u>Remaining 50% balance due upon completion.</u> Deposit \$</p> <p><i>1st Fire has the right to revise this proposal for any unforeseen conditions which may be discovered during the process.</i> This quote is valid for 15 days only.</p>

Cost for the above mentioned work:

Grand Total \$1,070.00

☒ **APPROVED**

1st Fire & Security Inc.
Estimator: Tom Valenzano
Signed: *Tom Valenzano*
Office: 772-794-2220



Accepted by (Print): LAURA J. ARMAN

Signature/Title: *VP*
Company: Le Chateau Royal