



Automatic Fire Sprinklers, Inc.

QUOTATION: 261721

Wayne Automatic Fire Sprinklers, Inc.
4683 Laredo Avenue
Ft. Myers, FL 33905

LIFE SAFETY AGREEMENT – MONITORING SERVICES

"Your One-Stop Safety Solution to Installation, Inspections, Service and Monitoring of Fire Alarms, Security, and Fire Systems"

BILL TO:		JOB LOCATION:	
Company	Star Hospitality Mgmt., Inc.	Rolls Landing Condo Association	Date February 24, 2014
Address	26530 Mallard Way	23465 Harborview Road	Expiry Date Mar 26, 2014
		6 Buildings & Clubhouse	Sales Rep. Phillip D Ciccarello
City, State	Punta Gorda, FL 33950	Punta Gorda, FL 33980	Cell Phone (239)229-3638
Contact	Sherry Danko, President	rollslanding@comcast.net	Work (239)433-3030, x1223
Phone	(941)575-6764	(941)743-9690	Fax (239)433-3263
Fax	(941)575-7968		Email pdciccarello@waynefire.com

EXCLUSIVE FIRE ALARM RUNNER SERVICE

Description	Amount	Comment
Fire Alarm Runner Service (Yearly Rate) \$5.00 x 12 Months	\$420.00	\$60.00 x 7 Systems (Paid Annually)
Alarm Runner Service		
1. Wayne Automatic Fire Sprinklers, Inc. will be the first contact from the monitoring station for trouble signals and the property manager will be emailed of the trouble signal. We will dispatch a tech as needed. In the event of a fire alarm the property manager or other party will be contacted by a phone call.		
2. With Runner Service Wayne Automatic Fire Sprinklers, Inc. is pre-approved for up to \$750.00 to make repairs to restore the system back to normal. Any repairs exceeding \$750.00 Wayne Automatic Fire Sprinklers will make contact with the property manager or provide an offer for approval before we proceed.		

Annual Runner Service Total (Excludes Applicable Taxes): \$420.00

Accept: _____ Decline: _____

(Please Initial to Accept or Decline)

WAYNE-NET (WIRELESS/LOW POWER RADIO) MONITORING

Description	Amount	Comment
2014 to 2019 WAYNE-NET Alarm Monitoring Service Charges (Includes Installation & Monitoring)	\$3,780.00	\$540.00 X 7 Systems (Due Annually)
Service Rates \$89/hr Reg, \$133.50/hr OT, 2 Hr Min, & \$45.00 Trip Charge		

WAYNE-NET 5-Year Monitoring Total (Excludes Applicable Taxes): \$18,900.00

Accept: _____ Decline: _____

(Please Initial to Accept or Decline)

Monitoring Contact/Call List (Responsible Parties)

Name	Phone
Pass code(s):	

FOR WAFS USE ONLY:

Billing Frequency: _____
Fire and/or Security Panel Type: _____

*N/I = Not Included

NOTES:

AUTHORIZATION: The person executing the Life Safety Agreement ("Agreement") on behalf of the Customer/Subscriber of the subject systems, expressly warrants and covenants that he/she is the authorized representative of the Owner of the premises and is authorized to enter into this Agreement for and on behalf of the Owner or Owner's Designee and to bind Owner or Owner's Designee to all terms herein.

SCOPE: Customer/Subscriber may contract in the Agreement for one or more of the following services: monitoring services and/or leasing of WIRELESS equipment. The provisions of the Terms and Conditions apply to all services provided and equipment leased by Wayne Automatic Fire Sprinklers, Inc. ("WAFS") under the Agreement except as indicated otherwise in the Terms and Conditions. This Agreement contains the entire understanding and final expression of Agreement and supersedes and replaces any previous agreements, promises or representations between the parties. This Agreement may be amended only in a writing signed by both parties.

LIMITATION OF LIABILITY AND WARRANTIES: CUSTOMER/SUBSCRIBER UNDERSTANDS AND AGREES THAT WAFS MUST LIMIT ITS LIABILITY UNDER THIS AGREEMENT IN ORDER TO KEEP ITS PRICING REASONABLY AFFORDABLE. ACCORDINGLY, UNDER NO CIRCUMSTANCES SHALL WAFS' LIABILITY FOR ANY CLAIM, CAUSE OF ACTION, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS FOR BODILY INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, PROPERTY LOSS AND/OR ATTORNEY'S FEES) ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL SUM OF FIFTY THOUSAND DOLLARS (\$50,000.00). THE CUSTOMER/SUBSCRIBER UNDERSTANDS AND AGREES THAT WAFS HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF ANY KIND OR TYPE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE. THE CUSTOMER/SUBSCRIBER FURTHER UNDERSTANDS AND AGREES THAT WAFS MAKES NO EXPRESS WARRANTIES AS TO THE SERVICES RENDERED OR EQUIPMENT LEASED AND THAT NO REPRESENTATIVE OF WAFS HAS ANY AUTHORITY TO MAKE ANY WARRANTIES OR OTHERWISE VARY THE TERMS OF THIS AGREEMENT.

WORK OF OTHERS AND EXISTING FIRE PROTECTION SYSTEM: WAFS makes no warranty as to the quality of work performed by others or the functionality and design of the originally installed fire protection/security system(s) that are subject to this Agreement. WAFS assumes existing system is in good working condition and has been maintained by the Customer/Subscriber per applicable codes and standards. WAFS makes no warranties, express or implied, regarding the adequacy, performance or condition of any fire protection or notification equipment. WAFS cannot and does not guarantee that loss or damage will not occur.

WAIVER OF SUBROGATION: WAFS is not an insurer against loss or damage that may be suffered by Customer/Subscriber. Sufficient property and bodily injury insurance shall be obtained by and is the sole responsibility of Customer/Subscriber. Customer/Subscriber agrees to rely exclusively on Customer/Subscriber's insurer to recover for bodily injuries or property damage in the event of any loss or injury to the premises or property therein. Customer/Subscriber does hereby, for itself and all others claiming by or through it under this Agreement, release and discharge WAFS from and against all damages, costs or expenses covered by Customer/Subscriber's insurance, it being expressly agreed and understood that no insurance company, insurer, surety or other entity/individual will have any right of subrogation against WAFS or any employee, agent, officer, director, shareholder, affiliate or independent contractor of WAFS.

SEVERABILITY: If any provisions of the entire Agreement shall be invalid or unenforceable under the laws of the jurisdiction applicable to the Agreement, such invalidity or unenforceable provision(s) shall be severed from the Agreement and the Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of WAFS and the Customer/Subscriber shall be construed and enforced accordingly.

NO WARRANTIES OR REPRESENTATIONS: CUSTOMER/SUBSCRIBER'S EXCLUSIVE REMEDY: WAFS does not represent nor warrant that the MONITORING SYSTEM will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire or other cause, or that the MONITORING SYSTEM will in all cases provide the protection for which it is installed or intended.

HOLD HARMLESS: If any third party files any claim or legal action against Alarm Co., WAFS or any other person or entity authorized to act on Alarm Co.'s behalf, arising from the alarm or monitoring services or Customer/Subscriber's alarm system, Customer/Subscriber agrees to defend, indemnify and hold Alarm Co. and WAFS completely harmless from any such actions, including all damages, expenses, costs, and attorneys' fees they may incur. This defense and indemnification shall apply even if such actions arise from the negligence of Alarm Co. or WAFS's, breach of this contract, strict liability, non-compliance with any applicable law or regulation, or other fault, subject to our limited liability set forth above.

INSTALLATION AND SCHEDULE OF INSTALLATION: Installation of the WIRELESS/ LOW POWER RADIO SYSTEM does not constitute an improvement to real property. WIRELESS/ LOW POWER RADIO ALARM MONITORING SYSTEM to be installed pursuant to plans and specifications filed by WAFS, filed with and approved by Authority Having Jurisdiction [AHJ]. Customer/Subscriber authorizes WAFS to access the control panel to input or delete data and programming.

ALTERATION OF PREMISES FOR INSTALLATION: WAFS is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in WAFS's sole discretion for the installation and service of the MONITORING SYSTEM. WAFS shall not be responsible for the condition of the premises upon removal of the MONITORING SYSTEM.

RIGHT TO SUBCONTRACT SPECIAL SERVICES: Customer/Subscriber agrees that WAFS is authorized and permitted to subcontract to related or independent third parties any services to be provided by WAFS in accordance with the Agreement and that Customer/Subscriber appoints WAFS to act as Customer/Subscriber's agent with respect to such third parties, except that WAFS shall not obligate Customer/Subscriber to make any payments to such third parties.

CUSTOMER/SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC: Customer/Subscriber agrees to furnish, at Customer/Subscriber's expense, all 110 Volt AC power and electrical outlets and receptacles as deemed necessary by WAFS in its sole discretion, unless noted otherwise herein, and to notify WAFS of any change in such service.

INSPECTION NOTIFICATION: Prior to WAFS performing any tests, the Customer/Subscriber must notify all occupants and tenants. If applicable, when WAFS performs final fire inspection for the monitoring take over, if system devices or panels are deficient, WAFS will provide Customer/Subscriber with a written proposal for service and/or repairs.

TESTING OF SYSTEM: The parties hereto agree that the equipment, once installed, is in the exclusive possession and control of the Customer/Subscriber, and it is their sole responsibility to test the operation of the equipment and to notify WAFS if any equipment is in need of repair. WAFS shall not be required to service the equipment unless it has received notice from Customer/Subscriber, and upon such notice, WAFS shall, during the term of this Agreement, schedule service for the equipment, to the best of its ability, within 48 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 8 a.m. and 5 p.m.

WIRELESS/ LOW POWER RADIO MONITORING SYSTEM IS LEASED AND REMAINS PERSONAL PROPERTY OF WAFS (UNLESS NOTED OTHERWISE): WAFS shall instruct Customer/Subscriber in the proper use of the ALARM MONITORING SYSTEM, install and service on the premises of the Customer/Subscriber, a monitoring system, described herein, including all necessary devices and equipment, with the exception of backup battery replacement, for the duration of this agreement, with the understanding that the entire system, including all apparatus, equipment, instruments, antenna, conduit and wire installed or connected with the system is and shall always remain the sole personal property of WAFS and shall not be considered a fixture or a part of the realty, and Customer/Subscriber

shall not permit the attachment thereto of any apparatus not furnished by WAFS. Customer/Subscriber acknowledges that WAFS has offered alternate monitoring equipment.

CUSTOMER/SUBSCRIBER'S CARE OF LEASED EQUIPMENT: REPAIRS AND ADDITIONS: Customer/Subscriber agrees not to tamper with, remove or otherwise interfere with the ALARM MONITORING system. The equipment shall remain in the same location as installed and Customer/Subscriber agrees to bear the cost of repairs, replacement, relocation or additions to the system made necessary as a result of any painting, alteration, remodeling or damage, lightning or electrical surge, except for ordinary wear and tear, in which event repair or replacement shall be made by WAFS without additional charge. Equipment may be repaired or replaced with new or reconditioned parts at WAFS' discretion.

CUSTOMER/SUBSCRIBER TO INSURE LEASED MONITORING SYSTEM EQUIPMENT: Customer/Subscriber shall insure WAFS's MONITORING SYSTEM equipment against fire and casualty and Customer/Subscriber agrees to name WAFS in said insurance policy as "loss payee" to the extent of the value of the equipment as set forth hereinabove. Customer/Subscriber shall be responsible for any loss occasioned by fire or casualty and the cost of replacing or restoring the MONITORING SYSTEM. Notwithstanding the condition of Customer/Subscriber's premises, or WAFS's impossibility of performance occasioned by condition of Customer/Subscriber's premises, Customer/Subscriber shall remain liable for monthly payments for the term of this Agreement without offset or reduction.

CENTRAL OFFICE MONITORING: Upon receipt of a signal, WAFS or its designee communication center shall make every reasonable effort to notify Customer/Subscriber and the appropriate emergency authority. Customer/Subscriber acknowledges that signals transmitted from Customer/Subscriber's premises directly to emergency authorities are not monitored by personnel of WAFS. WAFS's designee communication center and WAFS does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Customer/Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves or other modes of communication pass through communication networks wholly beyond the control of WAFS and are not maintained by WAFS and, therefore, WAFS shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising there from. Customer/Subscriber agrees to furnish WAFS with a written list of names and telephone numbers of those persons Customer/Subscriber wishes to receive notification of signals; these persons are designated as the Customer/Subscriber's Responsible Parties and the Responsible Parties shall be available 24 hours/day. Customer/Subscriber acknowledges that they can designate an account pass code or a pass code will be assigned to them. All changes and revisions shall be supplied to WAFS in writing. WAFS may, without prior notice, suspend or terminate its services, in central station's sole discretion, in event of Customer/Subscriber's default in performance of this Agreement or in event central station facility or communication network is nonoperational or Customer/Subscriber's alarm system is sending excessive false alarms. Central station is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive Owner of such property.

EXCESSIVE SIGNALS: In the event that the Customer/Subscriber's account sends excessive signals WAFS may, at its discretion, discontinue services as a result of the Customer/Subscriber's failure to make the necessary repairs. After 48 hours and no correction to the account sending excessive signals, Customer/Subscriber authorizes WAFS to dispatch a technician at the prevailing time and material rates, at the customer/subscriber's expense, to resolve or further identify the issue causing the excessive signals. In addition, Customer/Subscriber acknowledges that signal in excess of twenty-five signals per day are subject to a \$.05 communications charge per signal received. Excessive signal charges will be invoiced separately than the services contained in the Agreement.

FALSE ALARMS: WAFS shall have no liability for false alarms, false alarm fines, excessive or "heavy" usage fees, fire response, any damage to personal or real property or personal injury caused by police or fire department response to alarms, whether false alarm or otherwise, or the refusal of the fire department to respond. In the event of termination of police or fire response by the police or fire department, this contract shall nevertheless remain in full force and Customer/Subscriber shall remain liable for all payments provided for herein.

ADDITIONAL PAYMENTS: In addition to the payments set forth herein, Customer/Subscriber agrees to be liable for and pay to WAFS any excise, sales, property, or other tax, telephone line charges, and any increases thereof, which may be imposed upon WAFS because of this Agreement. Should WAFS be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this Agreement Customer/Subscriber agrees to pay WAFS for such service or material.

ADDITIONAL EQUIPMENT: In the event additional equipment is installed or the systems are modified after the date of this Agreement, the annual alarm monitoring charge shall be increased in accordance with WAFS's prevailing rates.

TERM OF AGREEMENT/ RENEWALS: The term of this Agreement shall be for a period of five years for Wayne-Net (wireless) monitoring unless otherwise specified within this contract. This agreement shall renew on a yearly basis 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 60 days prior to the expiration of any term. If the customer, for any reason, stops making or fails to make the monthly payments during the initial five-year contract term, the unpaid balance of the contract shall be accelerated and become immediately due and owing as compensation for contractor's investment in equipment and not as a penalty.

CANCELLATION: This contract may be cancelled by either party with sixty (60) days written notice to the other provided the contract term length is met. If the Wayne-Net system contract is cancelled by customer prior to the expiration of the initial five-year contract term, or other contract length specified within this contract, the unpaid balance of the five-year contract price, or other contract length specified within this contract, is immediately due and payable in full.

REMOVAL OF MONITORING SYSTEM: Upon termination of this Agreement, WAFS shall be permitted to remotely delete programming and allowed access to Customer/Subscriber's premises to remove the leased equipment or system. If for any reason caused by Customer/Subscriber, or the owner of the premises if other than the Customer/Subscriber, said equipment or system is not recovered by WAFS within 24 hours of such termination, then WAFS shall not be required to service the system, and may order the termination of any central office monitoring or other services, and Customer/Subscriber shall remain liable for all payments called for herein. WAFS shall notify the AHJ that fire alarm monitoring has been terminated.

Terms Specific to the I.P. LINKS : AES 7170 Transceivers (Ethernet Hub)

1. ("Building") location of Equipment: ROLL'S LANDING CONDOMINIUM ASSOCIATION, INC. A Florida non-for-profit association assigns WAFS the right and use of the rooftop elevator shaft to be used as antennae location.
2. WAFS shall have exclusive right to install, maintain, inspect, test, and repair activities necessary or desirable on order to keep all of the equipment in this location in good working order and repair. Access to the building and the storage room shall be gained by contacting the building manager.
3. WAFS and WAFS personnel shall have exclusive right to enter the condominium property including the Fire Alarm Control Panel room. WAFS shall have this access to enter the Condominium Property for purposes of maintenance, operation, repair of all equipment installed by WAFS. Access shall be provided to WAFS and WAFS personnel twenty-four hours a day seven days a week. Access shall be gained by contacting the property manager.
4. Association understands that all wireless monitoring equipment installed and maintained by WAFS is the sole property of WAFS and under no circumstances shall this equipment be serviced by other service providers at any time.
5. In the event of non-performance by WAFS the I.P. Links shall remain in place for a period of one (1) year, within this one year period WAFS will pay the association half the cost that remain associated with the monitoring fees. This fee will then be a rent expense to cover usage of the equipment location. (NON-PERFORMANCE) The failure to act with the same prudence that a reasonable person would exercise under the same circumstances.
6. I.P. Link transceivers are deployed in local and or remote locations to collect radio signals from subscribers that are then forwarded using the internet, local network, or backup modem to the central receiver for processing and distribution detection of troubles between primary and secondary units is automatic.
7. The 7788F RF subscriber unit is a RF communicator, which is typically used to link an alarm monitoring central station which is compliant for commercial fire alarm monitoring.

ACCEPTANCE OF QUOTATION, TERMS AND CONDITIONS:		WAYNE AUTOMATIC FIRE SPRINKLERS, INC.:
Name:		WAFS Rep: Phillip D Ciccarello
Print Name/Title:		Title: Life Safety Specialist
Date:		Date: February 24, 2014

PLEASE FAX ALL PAGES TO (239)433-3263 OR EMAIL: pdccicarello@waynefire.com

Note: This proposal may be withdrawn by Seller if not accepted by the expiry date indicated on page one.
Payment to be made as follows: NET 30. Visa, MasterCard, American Express, and Discover Card accepted.

Corporate Office	Tampa	Fort Myers	Pompano	Jacksonville	North Carolina
222 Capitol Ct	3226 Cherry Palm Dr	4683 Laredo Ave	3121 NW 16 th Ter	11326 Distribution Ave W	4370 Motorsports Dr SW
Ocoee, FL 34761-3019	Tampa, FL 33619-8337	Fort Myers, FL 33905-4924	Pompano Beach, FL 33064-1408	Jacksonville, FL 32256-2745	Concord, NC 28027-8977

Alabama A-0457

Florida EF20000970

Georgia LVA205941

North Carolina 29611-SP-FA/LV

South Carolina FAC.3385 M