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CUSTOMER #

CONTRACT#

SYSTEMS SALE AND SERVICES AGREEMENT

THIS AGREEMENT is entered on **JANUARY 10, 2023**, by and between National Security Fire Alarm Systems, LLC, a Florida Limited Liability Company hereafter referred to as "Company," and

Customer: **CALAIS AT PELICAN BAY**

Address: **1044 CASTELLO DR. SUITE # 206 - 5 BUILDINGS**

City: **NAPLES** State: **FL** Zip: **34103**

BILLING ADDRESS

Customer: **SOUTHWEST PROPERTY MANAGEMENT**

Address: **1044 CASTELLO DR. SUITE # 206**

City: **NAPLES** State: **FL** Zip: **34103**

1.) INSTALLATION AND SERVICES: Company shall provide the following:

- ☐ A. Sell and install a system(s), ("System"), as described on the attached Installation Work Order, with exception of items listed in paragraph 22
- ☐ B. Lease and install a system(s), ("System"), as described on the attached Installation Work Order
- ☒ C. Monitoring for the System (See Paragraphs 8 and 9)
- ☐ D. Provide cloud services for the system(s)
- ☐ E. Provide after warranty service for the system(s) (See paragraph 10)

2.) PAYMENT AND TERMS: Customer agrees to pay Company:

(2.1) For installation and sale of the System the sum of \$ _____ payable \$ _____ upon the signing of this Agreement and \$ _____ upon completion, plus tax.
THE COMPLETED SYSTEM WILL NOT BE ACTIVATED UNTIL FULL PAYMENT IS RECEIVED.

(2.2) \$ 200.00 per month for monitoring, \$ _____ per month for monitoring opening and closings, \$ _____ per month for lease fee payable: **MTH QTR**
☒ SA AN.

In advance commencing with the first full calendar month following the completion of the installation. In addition, Customer shall pay the pro-rata monitoring and cloud services charges beginning the month in which the System is activated. \$ _____ per year for cloud services. Services listed below:

(2.3) \$ 0.00 per year for after warranty repair service to the System, payable annually in advance on the anniversary date of this Agreement.

(2.4) Alterations or additional and special service, labor, parts and equipment are at Company's then prevailing rates; payable upon completion.

(2.5) This Agreement shall be for an original term of 5 years and shall be automatically renewed for successive periods of 5 years each unless either party notifies the other in writing of its intention to terminate this Agreement not less than thirty (30) days prior to the expiration of the original term or any renewal term.

(2.6) If Subscriber shall terminate agreement prior to its stated expiration date for reasons other than stated in paragraph 2.5 the Customer must do so in writing by certified mail and subject to the provisions in paragraph 19.

3.) Receipt of copy: the customer has received a copy of this agreement. Any alterations will be invalid unless an addendum is signed by both parties.

4.) Limited warranty:

(4.1) what is covered: within one (1) year from the date the installation is completed, company shall replace or repair any defective part in the system without charge to the customer. Company may use new or used parts of equal quality at the time of replacement.

(4.2) how to get service: to obtain warranty service contact company's service department at the telephone number set forth above and fully describe the problem. Warranty service is provided between the hours of 8:00a.m. And 4:30 p.m., Monday through Friday, excluding holidays observed by the company. Service is provided at other times at company's premium labor rate which includes a visit charge. Non-emergency repair calls will normally be made on the day in which the request is made if the request is made before noon, or within twenty-four (24) hours if the request is made after noon. (4.3)

what is excluded: except as stated in paragraph 4.1, company makes no express warranties as to any matter what so ever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. Company does not represent or warranty that the system may not be compromise or circumvented; or that the system will prevent any loss by burglary, hold-up, fire or otherwise; or that the system will in all cases provide the protection for which it is installed. This warranty does not cover any damage to the system caused by the customer's failure to properly close the premises or secure the system, intrusion, fire, acts of god, accident, misuse, or unauthorized repair service or modification. Company shall not be liable for consequential damages. Except for company's obligation to repair the system company's liability under this warranty is expressly limited by section 24 of this agreement. All implied warranties including merchantability and fitness for a particular purpose are limited in duration to the term of this express warranty. Customer understands that any affirmation of fact or promise made by company shall not deemed to create an express warranty; that customer is not relying on company's skill or judgment in selection or furnishing a system suitable for any particular purpose and that there are no express warranties which extend beyond those on the face of this agreement. Security screens, video cassette recorders and tapes are also excluded.

(4.4) State law: some states do not allow the exclusion or the limitation of incidental or consequential damages or a limitation on the duration of implied warranties, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights which may vary from state to state.

5.) Cancellation (residential only): you, the customer, may cancel this agreement at any time prior to midnight of the third business day after the date of this transaction.

6.) Company's limited liability: the customer acknowledges that: the Customer has read this entire agreement. Including paragraphs 7 through 29 on the following pages which are incorporated in this agreement: they have discussed paragraphs 24 and 25 regarding company's limitation of liability and right to indemnification with company's agent and understands that they may obtain a higher limit of company's liability by paying an additional charge.

7.) INSTALLATION OF SYSTEM: Customer shall permit Company to install the System described on the Installation Work Order: Company agrees to install the System in a workmanlike manner in accordance with the following conditions: (A) The premises shall be available without interruption during Company's normal installation hours. (B) Company may make any preparation such as drilling holes, driving nails, or making attachments or doing other things necessary to the installation of the System. (C) The Customer has approved the location of the control panel, on/off switches, audible devices, transformers, and all protective devices. Any changes of location, requested by the Customer after installation has commenced or required because of obstructions or obstacles will be at the Customer's expense. (D) For a residential System, Customer understands that because of construction, decoration or furnishing of the premises, Company may determine in its sole discretion that it will be impractical to conceal the wiring; in such cases, the wiring will be exposed. (E) Customer shall provide 120 volts AC electrical power outlets at the designated locations for alarm equipment requiring AC power. (F) The Customer shall provide for lifting and replacing carpeting, if required, for the installation of floor mat switches or wiring. (G) Customer shall at his own expense make any necessary repairs or changes to Customer's premises as requested by Company to facilitate the installation and operation of the System. Any error or omission in the installation of the System must be called to the attention of Company in writing within thirty (30) days after completion of the installation, otherwise the installation shall be deemed totally satisfactory to and accepted by the Customer. Company assumes no liability for delay in installation of the system or for interruption of service due to strikes, storms, earthquakes, fires, power failures, interruption or unavailability of telephone service, acts of God, acts of the Customer, or for any other, cause beyond the control of Company and Company will not be required to supply service to the Customer while interruption of service due to any such cause may continue.

8.) MONITORING AND ALARM NOTIFICATION: If monitoring service is provided per Paragraph 1.C., Company shall connect the System to Company's monitoring receiver located in its monitoring facility. Upon receipt of a signal from the System, the monitoring facility shall make every reasonable effort to notify the appropriate police department, fire department, or other authorities and/or the person or persons whose names and telephone numbers have been provided in writing to the Company unless there is, reasonable cause to assume that an emergency condition does not exist the monitoring facility may elect to call Customer first on all alarm signals to verify the nature of the emergency before notifying the appropriate emergency personnel.

9.) TRANSMISSION LINES: The Customer shall pay all charges made by any telephone/internet utility for installation and service charges of any lines connecting the Customer's protected premises to the monitoring facility, including the installation of a utility-provided jack. The Customer understands that if the signals from the Customer's system are transmitted over the Customer's regular telephone/internet service, and in the event the Customer's service is out of order; disconnected, placed on vacation, or otherwise interrupted, the signals from the Customer's System may not be received at the monitoring facility during any such interruption in telephone service and the interruption may not be known to Company or the monitoring facility. Company may elect to use a cellular/radio system to transmit signals from the System to the monitoring facility. Customer understands that the transmission of cellular/radio signals is controlled by the Federal Communications Commission, and we may discontinue the use of such a system if required to do so by the FCC. Cellular/radio signals may be interrupted or interfered with by adverse weather, other frequencies, or other conditions beyond the control. The Customer further understands that signals are transmitted over the utility company or other transmission lines which are wholly beyond the control and jurisdiction of Company and are maintained and serviced by the applicable utility.

10.) CLOUD SERVICES: The Customer shall pay The Company for the cost of the cloud services for the system(s) as described in paragraph 2 above. The Company, reserves the right to increase the costs for the cloud services based upon any increases it receives from the manufacturer.

11.) REPAIR SERVICES AND ANNUAL INSPECTION: If after warranty repair service is provided per paragraph 1.D., Company shall continue to make all repairs to the System necessitated by ordinary wear and tear without additional charge to Customer (Security screens not included) pursuant to the terms set forth in paragraphs 4.2 and 4.3. In addition, Company will inspect and test the System once during each year of this Agreement. Customer agrees to make the System available for such inspection and test during Company's normal business hours. If Customer does not subscribe to after warranty repair service, all repairs requested after the expiration of the limited warranty shall be provided on a time and material basis at Company's then prevailing rates which include a visit charge.

12.) LOCAL ALARMS: If the Customer's System has an audible alarm device, Company shall install a device that will automatically shut-off the alarm after it has sounded for out more than thirty (30) minutes.

13.) FALSE ALARMS: In the event an excessive number of false alarms are caused by the Customer's carelessness, malicious action or accidental use of the System, or in the event the Customer in any manner misuses or abuses the System, Company may in its sole discretion deem this situation to be a material breach of contract on the part of the Customer and, at its option, in addition to all other legal remedies set forth below, be excused from further performance upon the giving of ten (10) days written notice to Customer. Company's excuse from performance shall not affect its right to recover damages from the Customer in the event Company dispatches a serviceman or patrol officer to Customer's premises in response to a Customer caused false alarm, Customer shall pay Company's then prevailing response charge fee for each such response. In the event a fine, penalty or fee is assessed against Company by any governmental or municipal agency as a result of any alarm originating from the Customer's premises, the Customer agrees to reimburse Company for the same. The Customer represents that they fully understands that the equipment, because of its sensitivity and nature, is subject to the influence of external events which are not within the control of Company and which may cause the alarm to activate. Any or all of such alarms shall not excuse any of the obligations of the Customer as stated in this Agreement.

14.) INTERRUPTION OR CANCELLATION OF SERVICE: Company assumes no liability for interruption of monitoring, warranty or repair service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service, acts of God, or for any other cause beyond the control of Company and will not be required to supply monitoring and/or service to the Customer while interruption of service due to any such cause may continue. This Agreement may be suspended or canceled, without notice at the option of Company, if Company's monitoring facility, the Customer's premises, or the System are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service or in the event Company is unable to render service as a result of any action by any governmental authority.

15.) INCREASE IN TAXES, UTILITY CHARGES AND INSURANCE: The Customer understands that all charges listed in this Agreement are based upon existing federal, state, and local taxes, utility charges, and insurance, including telephone company line charges, if any. Company shall have the right, at any time, to increase the monitoring (according to CPI) and service charges provided for in this Agreement, to reflect any additional taxes, fees or charges which may be imposed on Company in the future by any utility or governmental agency, insurance provider; relating to the service(s) provided under the terms of the Agreement, and the Customer agrees to pay the same.

16.) CUSTOMER'S DUTIES AS TO USE OF SYSTEM: The Customer shall carefully and properly test and set the burglar alarm system immediately prior to the securing of the premises and carefully test the System on a monthly basis during the term of this Agreement in accordance with Company's instructions. If any defect in operation of the System develops, or in the event of a power failure or other interruption at the Customer's premises, the Customer shall notify the Company immediately. If space protection (i.e. Microwave, Passive-infrared, etc.) is a part of said System, the Customer shall walk test the System in the manner recommended by Company when any device or protection is used, including but not limited to space protection, which is affected by turbulence of air; occupied airspace change, or other disturbing conditions, the Customer shall turn off or remove all things, animate or inanimate, including but not limited to all forced air heaters, air conditioners, horns, bells, animals, and any other sources of air turbulence or movement which may interface with the effectiveness of the System when it is armed. The Customer shall notify Company of any remodeling or other changes to the protected premises that may affect the operation of the System. The Customer shall obtain and pay for all licenses, permits, or other charges imposed by any governmental agency necessary for the installation and continued operation and monitoring of the System.

17.) AUTHORIZED PERSONNEL: The Customer agrees to furnish Company with a written list of the names, titles, addresses, telephone numbers and signatures of all persons authorized to enter or remain on the premises and/or be notified in the event of an alarm, and for commercial systems, a daily and holiday opening/closing schedule. All changes, revisions, and modifications to the above shall be supplied to Company in writing.

18.) ASSIGNEES AND SUBCONTRACTORS: Company shall have the right to assign this Agreement to any other person, firm, or corporation without notice to the Customer and shall have the further right to subcontract any installation, monitoring, repair service or other services which it may perform. The Customer acknowledges that this Agreement, and particularly those paragraphs relating to Company's maximum liability, liquidated damages, and third-party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors of Company, and that they bind the Customer with respect to said assignees and/or subcontractors with the same force and effect as they bind the Customer to Company.

19.) DEFAULT BY CUSTOMER; EXPIRATION, TERMINATION: If the Customer fails to pay any amount within ten (10) days after the same is due and payable, or if the Customer fails to perform any other provisions within (10) days after Company shall have requested in writing performance thereof, or if any proceeding in bankruptcy, receivership or insolvency shall be commenced by or against the Customer or his property, or if the Customer makes any assignment for the benefit of creditors, Company shall have the right to discontinue installation, monitoring, and other services and recover from the Customer all fees accrued to the date service is discontinued plus 75% of the balance of the term of the Agreement as liquidated damages and not as a penalty. The Customer acknowledges and agrees that such sum is a fair and reasonable estimate of Company's recovery of cost and loss of profit. Upon expiration or termination of this Agreement for any reason, Company is authorized to disconnect the Customer's system from Company's monitoring equipment, and remove the communications software and/or proms, and all decals and signs bearing Company's name from Customer's premises. If Company is unable to retrieve the communications software, the customer shall be charged an additional \$300.00. Company shall be authorized to enter onto the premises of the Customer for those purposes and shall charge customer prevailing service call rate for such purposes.

20.) TERMINATION OF CONTRACT PRIOR TO EXPIRATION; LIQUIDATED DAMAGES: If contract is terminated by Subscriber prior to stated termination date 01- by Company as provided from paragraph 19 the Subscriber agrees to pay 75% of the fees for the balance of the term of contract as liquidated damages and not as a penalty. Subscriber agrees and acknowledges that such sum is a fair and reasonable estimate of Company's recovery of cost and loss of profit. In the event that a lease agreement is terminated or canceled prior to the termination date of said agreement, subscriber agrees to pay 100% of the remaining balance of the term of the contract.

21.) DELINQUENCY; FINANCE CHARGES; RECONNECT CHARGES: In the event any payment due and payable is more than ten (10) days delinquent, Company may impose and collect from the Customer a delinquency charge in the maximum amount permitted by law. If the alarm is deactivated because of the Customer's past due balance, and if the Customer desires to have the System reactivated, the Customer agrees to pay in advance to Company a reconnect charge to be fixed by Company in a reasonable amount.

22.) RETENTION OF TITLE AND RIGHT OF ACCESS: THE COMMUNICATIONS SOFTWARE, COMMUNICATIONS PROM, RADIO AND CELLULAR EQUIPMENT, CABINET, ANTENNA, POWER SUPPLY, SIGNS AND DECALS REMAIN THE SOLE AND EXCLUSIVE PROPERTY OF COMPANY AND ARE NOT SOLD TO CUSTOMER. The System shall remain the personal property of Company until fully paid for by the Customer; and the Customer agrees to perform all acts which may be necessary to assure the retention of title to the System by Company. Systems may not be serviced, altered, or removed by others without written consent by Company. Should the Customer default in any payment for the System or part, then the Customer authorizes and empowers the Company to remove the System or any part from the Customer's premises. Such removal, if made by the Company, shall not be deemed a waiver of Company's rights to damages Company sustained as a result of the Customer's default and Company shall have the right to enforce any other legal remedy or right. Furthermore, Company shall be in no way obligated to restore the premises to its original condition or redecorate the premises in the event the System or part is removed as a result of the Customer's default in payment. Risk of loss of the System or any part of the System shall pass to the Customer upon delivery to premises of such System or part.

23.) CHANGES TO THE SYSTEM; ADDITIONAL PROTECTION: The costs of any additions, changes and variances in the System as herein contracted for or as originally installed made at the request of or made necessary or required by the Customer's action, or which may be demanded by any governmental agency, insurance interests, or inspection and rating bureaus, are to be borne by the Customer. The Customer **ACKNOWLEDGES THAT THE CUSTOMER HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN AT AN ADDITIONAL COST TO THE CUSTOMER.**

24.) SUBROGATION: So far as it is permitted by Customer's property insurance coverage, Customer hereby releases, discharges, and agrees to hold Company harmless from any and all claims, liabilities, damages, losses or expenses arising from or caused by any hazard covered by insurance in or on the Customer's premises whether said claims are made by Customer, his agents, or insurance company or other parties claiming under or through Customer. Customer agrees to indemnify Company against and defend and hold Company harmless from any action for subrogation which may be brought against Company by any insurer or insurance or insurance company or its agents or assigns including the payment of all damages, expenses, costs, and attorney's fees. Customer shall notify his insurance carrier of the terms of this provision.

25.) COMPANY IS NOT AN INSURER; LIMITATION OF LIABILITY:

(25.1)The following is understood and agreed to by the Customer and Company A.) that Company is not an insured; B) that insurance, if any, shall be obtained by the Customer; C) that the payments provided for pursuant to this Agreement are based solely on the value of the System and services as set forth in the Agreement and are unrelated to the value of the Customer's property or the property of others located on the Customer's premises; D) that Company makes no guaranty on warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences the consequences therefrom which the System or service is designed to detect or avert. The Customer understands and agrees that it is impractical and extremely difficult to fix the actual damages, if-any, which may proximately result from Company's negligence, or a failure to perform any of the obligations herein including, but not limited to, installation, warranty, service, monitoring, or the failure of the System to properly operate with resulting loss to the Customer because of, among other things:

(25.1.1.) The uncertain amount or value of the Customer's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the System or service is designed to detect or avert;

(25.1.2.) The uncertainty of the response time of any police or fire department, or others should they be dispatched as a result of a signal being received or an audible device sounding;

(25.1.3.) The inability to ascertain what portion, if any, of any property loss or personal injury, or death would be proximately caused by Company's failure to perform or by its equipment to operate;

(25.1.4.) The nature of the service to be performed by Company. The Customer understands and agrees that if Company should be found liable for loss or damage due from (i) failure of Company to perform any of the obligations herein, including, but not limited to, installation, repair 0l' warranty service, or monitoring, (ii) the failure of the service or equipment in any respect whatsoever or (iii) Company's active, passive or gross negligence, Company's liability shall be limited to a sum equal to the total of one-half the annual monitoring charge or Two Hundred and Fifty Dollars (\$250,00), whichever is the lesser; and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the obligations imposed by this Agreement, or from negligence, active or otherwise, of Company, its agents, servants, assigns, employees or subcontractors.

(25.2.) The Customer may obtain from Company a higher limitation of liability by paying an additional periodic service charge to Company, If the Customer elects to exercise this option, a rider shall be attached to this Agreement setting forth the terms, conditions, and amount of the higher limited liability and the additional periodic charge, such ride and additional obligation shall in no way be interpreted to hold Company as an insurer:

(26.) **THIRD PARTY INDEMNIFICATION:** When the Customer ordinarily has the property of others in his custody, or the System extends to protect other persons or their property, the Customer agrees to and shall indemnify, defend and hold harmless Company, its employees, agents and subcontractor's for and against all claims brought by parties' others than the parties to this Agreement. This provision shall apply to all claims regardless of cause including Company's performance or failure to perform and including defects in products, design, installation, warranty service, monitoring, or operation or nonoperational of the System, whether based upon active or passive negligence, warranty, contribution, indemnification or strict product liability on the part of Company, its employees or agents. However; this provision shall not apply to claims for loss or damage which occur while an employee of Company is on the Customer's premises and which are directly and solely caused by said employee, or for claims for loss or damage made during the installation of the System, unless such loss or damages was caused by the concurrent negligence of Customer, his agents or employees.

(27.) **PURCHASE ORDERS:** It is understood and agreed by and between the parties, that if there is any conflict between this Agreement and the customer's purchase order, or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

(28.) **INVALID PROVISION:** In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

(29.) **ENTIRE INTEGRATED AGREEMENT; MODIFICATION; ALTERATIONS; WAIVER:** This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties, and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

(30.) **ATTORNEY' S FEES:** If it becomes necessary for Company to institute legal proceedings to regain possession of the leased equipment or to collect any of the sums due under this agreement, then and in such proceeding the Subscriber shall be responsible for Company's reasonable attorney's fees and cost of collections. This agreement shall be subject to the laws of the State of Florida and the exclusive jurisdiction of the courts located in Collier County, Florida. If any proceeding is brought in any other courts any other than the courts located in Collier County, Florida, the parties agree that the proceeding will be transferred to the courts located in Collier County, Florida.

NATIONAL SECURITY FIRE ALARM SYSTEMS, LLC.

SALESMAN: CHRISTOPHER MORRA

APPROVED: _____

AUTHORIZED SIGNATURE

PRINT NAME: Rich Meyer

TITLE: Property Manager

SIGNATURE: Rich Meyer

Digitally signed by Rich Meyer
Date: 2023.01.24 09:04:16 +05'00'

DATE: 1/24/23