



National Security Fire Alarm Systems
13245 Tamiami Trail East
Naples, FL 34114

Tel: 800-288-7768
www.nationalalarm.com
FL Lic. #EC13007248
Sprinkler # FPC20-000124

Customer Quote No. 2200440

SOUTHWEST PROPERTY MANAGEMENT
1044 CASTELLO DRIVE, SUITE #206
NAPLES, FL 34103

Date: 06/27/2022
Site Address: CALAIS AT PELICAN BAY
NAPLES, FL 34108
Salesperson: Brianna Grieser
Valid For: 30 Days

Scope of Work

Item	Quantity	Unit Price	Total
ANNUAL FIRE PUMP INSPECTION	3.00	\$450.00	\$1,350.00
ANNUAL BACKFLOW INSPECTION	1.00	\$250.00	\$250.00
ANNUAL FIRE ALARM INSPECTION	1.00	\$2,195.00	\$2,195.00
ANNUAL FIRE SPRINKLER INSPECTION	1.00	\$895.00	\$895.00
QUARTERLY FIRE SPRINKLER INSPECTION	3.00	\$595.00	\$1,785.00
ANNUAL STANDPIPE INSPECTION	1.00	\$500.00	\$500.00
ANNUAL FIRE HYDRANT INSPECTION	1.00	\$150.00	\$150.00

Subtotal	\$7,125.00
Tax	\$0.00
Total inc Tax	\$7,125.00

Terms and Conditions:

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted per standard practices. Any alteration, or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. The customer shall pay for all licenses, taxes, permits or other charges imposed by any governmental agency necessary for the installation and continued operation and monitoring of the system

Please confirm your acceptance of this quote # 2200440 by signing below

Customer Signature: Rich Meyer
Sign Here

Customer Name: Rich Meyer

Date of Acceptance: 12/12/22



Customer No. _____

Contract No. _____

13245 Tamiami Trail East
Naples, FL 34114
LIC.#: EC13007248
LIC.#: FPC20-000124
LIC.#: EF20001718
239-302-5550
www.nationalalarm.com

FIRE SYSTEM SERVICES AGREEMENT

This Agreement is entered into this 12th day of DECEMBER, 2022, by and between National Security Fire Alarm Systems, LLC, a Florida Limited Liability Company (hereinafter referred to as "Company"), and:

Subscriber: CALAIS AT PELICAN BAY

Address: 7008, 7024, 7032, 7040, 7048, 7046 PELICAN BAY BLVD

City: NAPLES State FL ZIP 34108

Billing address (if different) SOUTHWEST PROPERTY MANAGEMENT - 1044 CASTELLO DR STE 206

City: NAPLES State FL ZIP 34103

1. SERVICES PROVIDED: Company agrees to provide the inspections, tests and repair services described herein for the fire alarm system(s) ("System") owned by Subscriber and installed at the above premises which System is described below; and on the attached work order.

☒ 1.1 Inspection and Test Service

☐ 1.2 Repair Service (See Section 6)

☐ 1.2.1 Time and Material Service

☐ 1.2.2 Contract Repair Service

2. PAYMENT AND TERMS: Subscriber agrees to pay to Company, its agents or assigns:

2.1 For the initial inspection and/or test of the System the sum of N/A

Dollars (\$ N/A) payable upon completion; and

2.2 For ANNUAL FIRE PUMP, ANNUAL BACKFLOW, ANNUAL & QUART SPRINKLER, ANNUAL ALARM, ANNUAL STANDPIPE, ANNUAL HYDRANT

inspection/test service the sum of SEVEN THOUSAND ONE HUNDRED TWENTY-FIVE Dollars (\$ 7,125.00) per year;

and 2.3 For Contract Repair Service the sum

of N/A Dollars (\$ N/A) per year, payable annually in advance on the 1st day of the month commencing with the month following the execution of this Agreement for an original term of five (5) years. After the original term, this Agreement shall automatically be renewed for successive five (5) year tens 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 thereof. Company may increase the periodic service charge for any renewal period by giving Subscriber sixty (60) days prior written notice.

3. RECEIPT OF COPY: Subscriber acknowledges receipt of a copy of this agreement.

4. COMPANY'S LIABILITY/DISCLAIMER OF WARRANTIES: Company does not represent or warrant:

That the fire alarm system to be inspected, tested, and serviced by company will prevent any loss by fire or otherwise or that the system or services will in all cases provide the protection for which they are intended. Subscriber acknowledges and agrees that company has made no representations or warranties, express or implied, as to the condition of the system, its merchantability or its fitness for any particular purpose, nor has subscriber relied on any representations or warranties. Subscriber further acknowledges and agrees that any affirmation of fact or promise shall not be deemed to create an express warranty, and that there are no warranties which extend beyond the face of the agreement hereof. Subscriber further acknowledges and agrees: that company is not an insurer; that subscriber assumes all risk of loss or damage to subscriber's premises or to the contents thereof; and that subscriber has read and understands all of this

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agreement, particularly paragraphs 14 and 15 which set forth company's maximum liability in the event of any loss or damage to subscriber or anyone else.

5. Company's limited liability: subscriber acknowledges that he has discussed paragraph 14 with Company's agent. And understands that he may obtain an increase of company's liability by paying an additional charge.

6. REPAIR SERVICE

6.1 Time and Material Service: All repairs shall be at Subscriber's expense. Repairs shall be usually performed within twenty-four hours following the request for service by Subscriber and between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, excluding holidays observed by Company. Repair service at other times is available at a premium labor rate charge which includes a visit charge. Subscriber agrees to pay for all materials, parts and labor used for said repairs at Company's then prevailing rates. Labor charges shall be for a minimum of one (1) hour for each visit to Subscriber's premises. Payment of charges for repair service shall be paid upon completion of the work.

6.2 Contract Repair Service: All repairs necessitated by ordinary wear and tear shall be at Company's expense and shall be performed pursuant to the time schedule set forth in Section 6.1. Off-hour repairs are available at Company's premium labor rate including a visit charge. Repairs occasioned by other than ordinary wear and tear, including those caused by accident, acts of God or Subscriber's misuse of the System shall be at Subscriber's expense pursuant to the terms and conditions of Section 6.1.

7. FALSE ALARM FINES: In the event a fine, penalty or fee is assessed against Subscriber or Company by any governmental or municipal agency as a result of any alarm originating from Subscriber's premises, Subscriber agrees to pay the same or reimburse Company as the case may be.

8. INTERRUPTION; CANCELLATION; TERMINATION: Company assumes no liability for interruption of services due to strikes, riots, floods, storms, earthquakes, fires, power failures, acts of Subscriber, acts of God, or for any other cause beyond the control of Company and Company will not be required to supply service to Subscriber while interruption of service due to any such cause may continue. This Agreement may be suspended or canceled, at the option of Company, if Subscriber's premises or 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 services as a result of any action by any governmental authority.

9. SUBSCRIBER'S DUTIES: If any defect in operation of the System develops, Subscriber shall notify Company immediately. Subscriber agrees to furnish to Company a written list of the names, and phone numbers of all persons authorized to be notified of the results of tests and inspections or in the event of an emergency. All changes, revisions, and modifications to the above shall be supplied to Company in writing. Subscriber will notify Company in writing of any change in its Fire Rating Bureau or agency. Subscriber shall obtain at Subscriber's sole expense all necessary permits and licenses that may be required by any governmental agency for the use and operation of the System.

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

11. DEFAULT BY SUBSCRIBER; EXPIRATION; TERMINATION: If Subscriber fails to pay any amount within ten (10) days after the same is due and payable, or if Subscriber fails to perform any other provisions within ten (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 Subscriber or his property, or if Subscriber makes any assignment for the benefit of creditors; the company shall have the right to discontinue inspections, tests and services and recover from Subscriber all fees accrued to the date service is discontinued plus seventy five percent (75%) of the balance of the term of the Agreement as liquidated damages and not as a penalty. Subscriber acknowledges and agrees that such sum is a fair and reasonable estimate of Company's recovery of costs and loss of profit.

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If it becomes necessary for Company to institute legal proceedings 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 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

12. TERMINATION OF CONTRACT PRIOR TO EXPIRATION; LIQUIDATED DAMAGES: If contract is terminated by Subscriber prior to stated termination date or by Company as provided for in paragraph 11, the Subscriber agrees to pay seventy five percent (75%) of 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.

13. DELINQUENCY; RECONNECT CHARGES: In the event any payment due and payable is more than ten (10) days delinquent. Company may impose and collect from Subscriber a delinquency charge in the maximum amount permitted by law. If service is discontinued because of Subscriber's past due balance, and if Subscriber desires to have the service resumed, Subscriber agrees to pay in advance to Company a service reestablishment charge to be fixed by Company in a reasonable amount.

14. COMPANY IS NOT AN INSURER: LIMITATION OF LIABILITY:

14.1 It is understood and agreed: That Company is not an insurer; that insurance, if any, shall be obtained by Subscriber; that payments provided for herein are based solely on the value of the services as set forth herein and are unrelated to the value of the Subscriber's property or the property of others located on Subscriber's premises; that Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the services performed will avert or prevent occurrences or the consequences therefrom which the System is designed to detect or avert. Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from Company's negligence, or from a failure to perform any of the obligations herein, including, but not limited to tests, inspections or repair service, or the failure of the System to properly operate with resulting loss to Subscriber because of, among other things:

14.1.1 The uncertain amount of value of Subscriber's property or the property of others kept on the premises which may be destroyed, damaged or otherwise affected by occurrences which the System or service is designed to detect or avert.

14.1.2 The uncertainty of the response time of any fire department or others, should they be dispatched as a result of a System activation.

14.1.3 The inability to ascertain what portion, if any, of any loss of property, personal injury or death would be proximately caused by Company's failure to perform.

14.1.4 The nature of Company's service.

14.2 Subscriber understands and agrees 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 inspections, tests or repair service; (ii) the failure of the services or equipment in any respect whatsoever; or (iii) Company's negligence, Company's liability shall be limited to a sum equal to the total of one-half the annual service charge or Five Hundred Dollars (\$500.00), 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 of Company, its agents, subcontractors, assigns or employees.

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

15. THIRD PARTY INDEMNIFICATION: When Subscriber ordinarily has the property of others in his custody, or the System extends to protect other persons of their property of others, Subscriber agrees to and shall indemnify, defend and hold harmless Company, its employees, agents and subcontractors for and against all claims brought by parties other 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 inspections, tests, repair service, or non-operation of the System, whether based upon negligence, contribution, indemnification, warranty, or strict or product liability on the part of Company, its employees, subcontractors or agents, but this provision shall not apply to claims for Loss or damage which occur while an employee of Company is on or about Subscriber's premises and are solely and directly caused by said employee.

16. SUBROGATION: So far as it is permitted by Subscriber's property insurance coverage, Subscriber hereby releases, discharges and agrees to hold Company harmless from any and all claims, liabilities,

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damages, losses or expenses, arising from or caused by any hazard covered by Insurance in or on the Subscriber's premises whether said claims are made by Subscriber, his agents, or insurance company or other parties claiming under or through Subscriber. Subscriber agrees to indemnify Company against defend and hold Company harmless from any action for subrogation which may be brought against Company by insurer or insurance company or its agents or assigns, including the payment of all damages, expenses, costs, and attorney's fees. Subscriber shall notify his insurance carrier of the terms of this provision.

17. PURCHASE ORDERS: It is understood and agreed by and between the parties hereto, that if there is any conflict between this Agreement and Subscriber's purchase order, this Agreement will govern.

18. INVALID PROVISIONS: 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.

19. ENTIRE INTEGRATED AGREEMENT; MODIFICATION; ALTERATIONS; WAIVER: This is 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. This Agreement may be signed in counterparts.

NATIONAL SECURITY FIRE ALARM SYSTEMS, LLC.

Christopher Morra
Agent: (print name)

Christopher Morra
Authorized Manager Signature

Rich Meyer
Customer: (signature)

Rich Meyer
Print Name:
Title Property Manager
Date Signed: 12/12/22

THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNLESS (1) APPROVED IN WRITING BY A MANAGER OF COMPANY, OR (2) COMPANY COMMENCES SERVICE.