



A DIVISION OF:



Fire and Life Safety Systems Service Agreement

Service Address:

Hamburg Twp. Facilities
10405 Merrill Rd
Hamburg Twp MI 48189
Attention: Jordan Zernick

Billing Address:

Hamburg Twp. Hall
10405 Merrill Rd
Hamburg Twp MI 48189
Attention: Jordan Zernick

Submitted By:

Joe Bommarito
Cell : 248-914-1575
Email : jbommarito@sciensbuildingsolutions.com
www.elitefire.com





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System Components to be Tested

Quantity Fire Alarm System Components

4	Fire Alarm Control Panel
8	Batteries
28	System Smoke Detectors
12	Heat Detectors
7	Duct Detectors Addressable
2	Digital Dialers

Quantity Automatic Sprinkler Systems

3	Wet Sprinkler Systems
3	FDC Connections
2	Waterflow Switch
2	Valve Tamper Switch/Supervisory

Quantity Additional Equipment

120	Extinguishers Maintenance (Annual)
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Inspection Notes

- Customer to provide access to equipment located higher than 10' above finished floor.
- Customer agrees to provide access to locked or occupied suites via master keys or escort.
- Proposal covers test and inspection during normal business hours to include notification devices.
- Proposal is based upon equipment quantities listed above. Variances greater than 10% of the equipment listed above are subject to additional charges.



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Services Included

- System Operation Testing
- Computer Generated Inspection Report
- 24 Hour Technician On Call
- Annual System Training
- Service Reports

Service Labor Rates

- All Labor performed outside of this agreement shall be billed at Elite Fire Safety's current service rates. Service Rates currently are as follows:
 - 30% discount of published rates for Technician (min. 2 hour)
 - 30% discount of published rates for Union Sprinkler Fitter (min. 4 hours)
 - \$75.00 truck charge per service call.

Contract Terms

- Contract Term: 3 years.
- Contract Start Date: 10/31/2022
- Contract End Date: 10/30/2025

For The Sum Of: \$3,150 per year.

- Paid in full 30 days after contract start.
- Annual agreement price remains constant during contract term.
- Contract may be terminated upon (30) days written notice.
- Pricing is valid for (30) days from proposal date.

Customer agrees to purchase and Elite Fire Safety agrees to provide test and inspection services of the systems (comprised of the System Components identified above) by certified Elite Fire Safety technicians, consisting of the listed services ("Services") per the Terms and Conditions on pages 4 and 5:

Purchaser _____
Signature _____
Title _____
Date _____

Sales Rep Joe Bommarito
Signature _____
Date 10/18/22
Proposal # JB10182022-001



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Terms & Conditions

1. "Covered equipment" shall mean that equipment expressly identified as System Components in this Agreement. The Customer represents that at the commencement of this Agreement all Covered Equipment is in satisfactory working condition and complies with all applicable codes. If the fire or life safety system comprised of the Covered Equipment does not comply with all applicable codes or if removal of any Covered Equipment from coverage would compromise or impair the integrity or the compliance with law of any system or Services, and Customer fails to take corrective action, then EFS may terminate this Agreement without further obligation and retain all monies received pursuant to this Agreement.

2. EFS shall only perform the identified Services for and upon Covered Equipment. EFS shall have no liability or obligation to continue providing Services in the event Customer fails to (a) authorize a reacceptance test or re-commissioning that EFS reasonably deems necessary; (b) notify EFS of any modifications or changes to the Covered Equipment or unusual or materially changed operating conditions, hours of usage, system malfunctions or building alterations that may affect the Services; (c) provide the access to any site where Services are to be performed; or (d) operate, service or maintain the Covered Equipment in accordance with manufacturer's or supplier's instructions or this Agreement. This Agreement is only for testing and inspecting the Covered Equipment. Services do not include and EFS is not responsible for (a) any maintenance, repair or replacement of, or service of the Covered Equipment or any other equipment for any reason; (b) service or provision of consumable supplies, including but not limited to batteries and gaseous agent cylinder charging; (c) reinstallation or relocation of Covered Equipment; (c) painting or refinishing of Covered Equipment or surrounding surfaces; (d) changes to Services; (e) parts, accessories, attachments or other devices added to Covered Equipment but not furnished by EFS; (f) failure to continually provide suitable operating environment including, but not limited to, adequate space, ventilation, electrical power and protection from the elements; or (g) the removal or reinstallation of replacement valves, dampers, waterflow switches, venting or draining systems. EFS is not responsible for services performed on any Covered Equipment other than by EFS or its agents. The Services shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by persons performing the same or similar Services in the same locale under similar circumstances and conditions.

3. All reports and drawings specifically prepared for and deliverable to Customer pursuant to this Agreement ("Deliverables") shall become Customer's property upon full payment to EFS. EFS may retain file copies of such Deliverables. All other reports, notes, calculations, data, drawings, estimates, specifications, manuals, other documents and all computer programs, codes and computerized materials prepared by or for EFS are instruments of EFS' work ("Instruments") and shall remain EFS' property. EFS conveys no license to software unless otherwise expressly provided in this Agreement. All Deliverables and Instruments provided to Customer are for Permitted Users' use only for the purposes disclosed to EFS, and Customer shall not transfer them to others or use them or permit them to be used for any extension of the Services or any other purpose, without EFS' express written consent. Any reuse of Deliverables or Instruments for other projects or locations without the written consent of EFS, or use by any party other than Permitted Users, will be at Permitted Users' sole risk and without liability to EFS; and, in addition to any other rights EFS may have, Customer shall indemnify, defend and hold EFS harmless from any claims, losses or damages arising there from.

4. Repair Service: Customer agrees to pay EFS for repair service on a per call basis for service for all parts and labor at time of service. Service will be billed at our standard rate in effect at the time service is performed.

5. The term of this agreement is listed on page three. This agreement shall renew annually thereafter on the anniversary date, unless either party terminates this agreement by sending written notice by certified mail, return receipt requested, to the other party thirty days prior to the renewal period.

6. EFS does not represent nor warrant that the fire detection equipment will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire, smoke, equipment failure or otherwise, or that the fire detection equipment will in all cases provide the protection for which it is installed or intended. Customer acknowledges that EFS is not an insurer, and that Customer assumes all risk for loss or damage to Customer's premises or its contents. EFS has made no representations or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Customer's exclusive remedy for EFS's default hereunder is to require EFS to repair or replace, at EFS's option, any equipment covered by this contract which is non-operational. Customer authorizes EFS to access the control panel to input or delete data and programming. The customer is to provide either ladders or hi-lows for access to any fire alarm or fire detection devices located above 10 feet in height.

7. Customer agrees that EFS is not an insurer and no insurance coverage is offered herein. The fire detection equipment is designed to reduce certain risks of loss, though EFS does not guarantee that no loss will occur. EFS is not assuming liability, and, therefore shall not be liable to Customer for any loss, personal injury or property damage sustained by Customer as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by EFS negligent performance, failure to perform any obligation or strict products liability. Customer releases EFS from any claims for contribution, indemnity or subrogation.

8. Customer agrees that should there arise any liability on the part of EFS as a result of EFS's negligent performance to any degree, failure to perform any of EFS's obligations, equipment failure or strict products liability, that EFS's liability shall be limited to the sum of 5% of the contract value at time liability is fixed or the sum of \$500.00, whichever is greater. If Customer wishes to increase EFS's maximum amount of EFS's limitation of liability, Customer may, as a matter of right, at any time, by entering into a supplemental contract, obtain a higher limit by paying an annual payment consonant with EFS's increased liability. This shall not be construed as insurance coverage.

9. Customer agrees to and shall indemnify and hold harmless EFS, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third parties or Customer, including reasonable attorney's fees, and losses asserted against and alleged to be caused by EFS's performance, negligent performance or failure to perform its obligations. Parties agree that there are no third party beneficiaries of this contract. Customer on its behalf and any insurance carrier waives any right of subrogation Customer's insurance carrier may otherwise have against EFS or its subcontractors arising out of this agreement or the relation of the parties hereto. Customer shall not be permitted to assign this contract without EFS's consent. EFS shall be permitted to assign this contract and upon such assignment shall be relieved of further obligation under this contract.



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10. Any action by Customer against EFS must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against EFS must be based on the provisions of this agreement. Any other action that Customer may have or bring against EFS in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

11. Customer shall maintain a policy of public liability, property damage, burglary and theft insurance under which Customer and EFS are named as insured and under which the insurer agrees to indemnify and hold EFS harmless from and against all costs, expenses including attorneys fees and liability arising out of or based upon any and all claims, injuries and damages arising under this agreement, including, but not limited to, those claims, injuries and damages contributed to by EFS's negligent performance to any degree or its failure to perform any obligation. The minimum limits of liability of such insurance shall be one million dollars for any injury or death, and property damage, burglary and theft coverage in an amount necessary to indemnify Customer for property on its premises. EFS shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Customer from insurance covering such loss or damage or for such loss or damage against which the Customer is indemnified or insured.

12. After the expiration of one year from the date hereof EFS shall be permitted from time to time to increase the servicing charge by an amount not to exceed five percent each year and Customer agrees to pay such increase.

13. FALSE ALARMS: EFS shall have no liability for false alarms, false alarm fines, police or fire response, any damage to personal or real property or personal injury caused by police or fire department response to alarm, whether false alarm or otherwise, or the refusal of the police or fire department to respond. In the event of termination of police or fire response by the municipal police or fire department, this contract shall nevertheless remain in full force and Customer shall remain liable for all payments provided for herein. Should EFS 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 agrees to pay EFS for such service or material.

14. TESTING OF FIRE DETECTION SYSTEM: The parties hereto agree that the fire detection equipment, once installed, is in the exclusive possession and control of the Customer, and except for EFS's scheduled Inspections, it is Customer's sole responsibility to test the operation of the fire detection equipment and to notify EFS if any equipment is in need of repair. EFS shall not be required to service the fire detection equipment unless it has received notice from Customer, and upon such notice, EFS may service the fire detection 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. provided Customer agrees to pay for the labor and material charge for such service. Nothing contained herein shall be construed to require Customer to request service from EFS or require EFS to provide per call Repair Service. Customer may request Repair Service from third parties and EFS shall have no responsibility for the performance of third parties engaged by Customer. Customer agrees to test and inspect the fire detection equipment and to advise EFS of any defect, error or omission in the fire detection equipment. The Customer must supply EFS with any ladders or scaffolding to test any device over 10 feet above the finished floor.

15. EFS shall not be liable for any damage or loss sustained by Customer as a result of delay in 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 EFS's negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. The Customer shall allow EFS free access to all areas that require inspection and shall pay a re-inspection fee for return visits to inspect areas not previously accessible.

16. In the event EFS refers this contract to an attorney, Customer shall pay EFS's attorney's fees. The parties waive trial by jury in any action between them. In any action commenced by EFS against Customer, Customer shall not be permitted to interpose any counterclaim. Customer submits to the jurisdiction of Michigan and agrees that any litigation between the parties must be commenced and maintained exclusively in the State of Michigan and in the County where EFS's principal place of business is located. Any service of process or papers in any action, proceeding or arbitration may be served by first class mail delivered by the U.S. Post Office or overnight carrier to addresses in this agreement.

17. Provided Inspection service is included in this contract and Customer has agreed to pay a fixed amount for Inspection service pursuant to the contract, the parties agree that due to the nature of the services to be provided by EFS, the payments to be made by Customer for the term of this agreement are an integral part of EFS's anticipated profits and in the event of Customer's breach of this agreement it would be difficult if not impossible to reasonably estimate EFS's actual damages. Therefore, in the event of Customer's default of this agreement Customer shall pay to EFS for services rendered prior to cancellation for termination. EFS may, without prior notice, suspend or terminate its services in event of Customer's default in performance of this agreement and shall be permitted to terminate all its services under this agreement without relieving Customer of any obligation herein.

18. Customer agrees that EFS is authorized and permitted to subcontract any services to be provided by EFS to third parties who may be independent of EFS, and that EFS shall not be liable for any loss or damage sustained by Customer by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Customer acknowledges that this agreement, and particularly those paragraphs relating to EFS's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and third party indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and communication centers of EFS.

19. FULL AGREEMENT/SEVERABILITY/ CONFLICTING DOCUMENTS. This agreement constitutes the full understanding of the parties and may not be amended or modified or canceled except in writing signed by both parties, except EFS's requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. Should there arise any conflict between this agreement and Customer's purchase order or other document, this agreement will govern, whether such purchase order or document is prior to or subsequent to this agreement. Should any provision of this agreement be deemed void, all other provisions will remain in effect.