

Advantage Integration Technology



life safety
SINGLE SOURCE SOLUTION
FIRE ALARM • SPRINKLER • SECURITY
24 HOUR SERVICE

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Date: July 12, 2023
Job Name: City of Madeira Beach – Fitness Center
Attn: Jay Hatch
Ph#: 727-392-0665
email: jhatch@madeirabeachfl.gov

AIT Life Safety is pleased to submit the following proposal for changes to the existing access control system. Provide and install an outdoor, weatherproof, keypad/reader at fitness center door.

Total Price for Above \$ 1,498. (Plus Tax)

Specifically Included in this Proposal:

1. Labor to install listed devices
2. Equipment as listed

Specifically Excluded in this Proposal:

1. Tax
2. Entry of cardholder database or PIN numbers
3. Additional devices required by owner
4. Permit
5. Repairs to other devices or wiring
6. Any changes/upgrades to existing design

For value received and other considerations, the seller agrees with the buyer to provide the buyer with the listed products in accordance with the terms and conditions of this proposal. Cancellation of proposal after acceptance will be billed for restocking fee for material and labor charges for work performed through date of cancellation.

Customer Signature: _____ Printed Name: _____

Date of Acceptance: _____

Submitted by: Dennis Shannon Office: 727-953-9886 Fax: 727-953-9887 Cell: 727-331-5718
email: dshannon@aitlifesafety.com

Terms & Conditions:

1. The cost of any charges and/or additions to the system as herein contracted or as originally installed, made at the request of or made necessary or required by Client's action, or which may be required by any government agency or insurance interest or inspection and rating bureaus are to be borne by Client. Client acknowledges that client 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 client. All risk of loss or damage to the system shall be borne exclusively by Client.
2. It is understood and agreed by the parties hereto that the Company is not an insurer, and that insurance, if any, covering injury and property loss or damage on Client's premises shall be obtained by the Client. That the payments herein before named are based solely upon the value of the services herein described and it is not the intention of the parties that the Company assume responsibility for any loss or damage sustained through burglary, theft, robbery, fire or other cause. Or that there exists or shall exist any liability on the part of the Company by virtue of this agreement or because of the relationship herein established if notwithstanding the above provisions, there should arise any liability is and shall be limited to a sum equal in the amount to the service charge hereunder for a period of service not to exceed six (6) months or \$250.00 whichever is greater. Which sum shall be paid and received as liquidated damages, and not as a penalty, and the liability for said payments shall be complete and exclusive. In the event that the Client wishes the company to assume greater liability, the Client may, as a matter of right, obtain from the Company a higher limit by paying an additional amount proportioned to the responsibility and a rider shall be attached to this agreement, setting forth the additional liability of the Company and the additional charges. However such additional obligation shall in no way be interpreted to hold the Company as the insurer.
3. In the event any person not a party to this Agreement, shall make any claim or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement; including but not limited to the design, installation, maintenance, monitoring, operation, or non-operation of the alarm system; Client agrees to indemnify, defend and hold Company harmless for any and all claims and lawsuits, including the payment of all damages, expenses, cost, and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, or product liability on the part of the Company, its agents, servants or employees.
4. Client acknowledges that this Agreement, and particularly those paragraphs relating to disclaiming of warranties, liquidated damages and third party indemnification, are to be to the benefit of and are applicable to any subcontractors employed by Company to provide monitoring, maintenance, installation or service of the alarm system(s) provided herein, and that they bind Client to said subcontractors with the same force and effect as they bind Client to Company.
5. Company shall have the right to assign this Agreement to any other person, firm, or corporation without notice to Subscriber and shall have the further right to subcontract any services which it may perform.
6. Client and/or its agents represents and covenants that he has full authority to enter into this Agreement and the undersigned personally guarantees all payments covered by this Agreement.
7. In the event any of the terms or provisions of this Agreement shall be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.
8. This writing is intended by the parties as a final expression of their agreements 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 in 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.
9. All notices to be given hereunder shall be in writing and may be served either personally or by mail, postage prepaid to the addresses set forth in the agreement or to any other from time to time.
10. Company's liability, disclaimer of warranties. Company does not represent or warrant that the alarm system may not be compromised or circumvented: or that the system will prevent any loss by burglary, robbery, fire, or otherwise; or that the system will in all cases provide the protection for which it is installed or intended. Client acknowledges and agrees that company has made no representations or warranties, expressed or implied, as to any matter whatsoever including without limitation the condition of the equipment, it's merchantability, or its fitness for any particular purpose, nor has Client relied on any representations of warranties expressed or implied that any affirmation of fact or promise shall not be deemed to create an express warranty that there are no warranties which extend beyond the face of the agreement hereof; that Company is not an insurer; that Client assumes all risk of loss of this agreement, particularly paragraph 2 which sets forth Company's maximum liability in the event of loss or damage to client or anyone else.
11. Receipt of copy: Client acknowledges receipt of a copy of this agreement. This agreement shall not be binding upon Company unless approved in writing by an officer of Company. In the event of non-approval the sole liability of Company shall be to refund to client the amount that has been paid to Company by Client upon signing of this agreement.