

EXHIBIT "A"



encore
FIRE PROTECTION

From

Encore Fire Protection

25 Eastmans Road
Parsippany NJ 07054
(973) 560-1600

<https://www.encorefireprotection.com/>

If you have any questions or concerns
please reach us at

servicelocation15@encorefireprotection.com

Quote No. 2089411

Type Repair
Prepared By Phillip Coviello
Created On 07/16/2024
Valid Until 12/31/2024

Quote For

**TOWNSHIP OF WEST
ORANGE**

TOWNSHIP OF WEST
ORANGE - FIREHOUSE #
3

93 RIDGEWAY AVENUE
WEST ORANGE NJ 07052
973-725-8774

Description of Work

ENCORE FIRE PROTECTION PROPOSES TO PERFORM THE FOLLOWING WORK: **(CONTRACT #52)**

1. REPLACE (1) 4" DOWNSTREAM CONTROL VALVE AS TECHNICIAN FOUND THAT IT'S NOT HOLDING LIKE IT SHOULD.

2. REPLACE (1) 4" AMES 2000SS BACKFLOW PREVENTER AS IT FAILED ITS MOST RECENT INSPECTION.

* IN ORDER TO PERFORM THIS WORK, THE 1ST FIRE SPRINKLER CONTROL VALVE MUST BE OPERATIONAL AND HOLD BACK WATER, OTHERWISE WATER WILL NEED TO BE SHUT OFF FROM THE STREET.

* THIS QUOTE DOES NOT INCLUDE NJ SALES TAX, (IF APPLICABLE).

* ENCORE FIRE PROTECTION IS NOT RESPONSIBLE FOR THE INTEGRITY OF THE EXISTING FIRE SPRINKLER SYSTEM, AND ALL OF ITS COMPONENTS.

* IF ADDITIONAL WORK IS DEEMED NECESSARY BY ENCORE FIRE AND/OR THE AUTHORITY HAVING JURISDICTION TO ENSURE SYSTEM OPERATION, AND/OR ENSURE CODE COMPLIANCE, ADDITIONAL CHARGES SHALL APPLY.

* NORMAL WORKING HOURS ARE MONDAY THROUGH FRIDAY, 8:00 AM TO 4:30 PM. ANY WORK NEEDING TO BE PERFORMED OTHER THAN ABOVE MENTIONED TIMES, OVERTIME RATES WILL APPLY.

* THIS QUOTE DOES NOT INCLUDE ANY WORK NOT MENTIONED ABOVE.

• ENCORE FIRE ACKNOWLEDGES THAT THIS CONTRACT IS SUBJECT TO THE PROVISIONS, DUTIES, OBLIGATIONS, REMEDIES AND PENALTIES OF THE NEW JERSEY PREVAILING WAGE ACT. THEREFORE, THIS CONTRACT HAS BEEN PREPARED AT A PREVAILING WAGE RATE.

Services to be completed

[Backflow] Backflow - Ames 2000 SS 142660 Right side of building of front side of garage doors

Amy sending T&I quote

GRAND TOTAL \$11,366.86

Terms and Conditions



encore
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Quote No. 2112218

Type Repair
Prepared By Phillip Coviello
Created On 11/27/2024
Valid Until 01/17/2025

Quote For

**TOWNSHIP OF WEST
ORANGE**

TOWNSHIP OF WEST
ORANGE - FIREHOUSE #
4
280 PLEASANT VALLEY
WAY
WEST ORANGE NJ 07052
9733254056

Description of Work

ENCORE FIRE PROTECTION PROPOSES TO PERFORM THE FOLLOWING WORK:

1. REPLACE (1) MISSING SPRINKLER HEAD WRENCH IN SPARE SPRINKLER HEAD BOX BY RISER.
2. REPLACE (2) 1-1/2" X 1" X 1-1/2" TEE'S LOCATED IN FRONT CORNER OF GARAGE ON BOTH SIDES DUE TO RUST.
3. (PERFORM 20 YEAR SPRINKLER HEAD TEST FOR QUICK RESPONSE HEADS ARE OVER 20 YEARS OLD)
1. QUICK RESPONSE SPRINKLER HEADS ARE OVER 20 YEARS OLD, AND SAMPLES MUST BE SUMITTED TO UL TESTING LABORATORY.
2. REMOVE (4) WET QUICK RESPONSE CHROME PENDANT HEADS IN DIFFERENT AREAS OF THE BUILDING.
3. REPLACE (4) QR SPRINKLER HEADS THAT WERE REMOVED FOR TESTING WITH NEW ONES.
4. SEND ALL (4) QR HEADS OUT TO UL LABORATORIES FOR 20 YEAR TESTING.
5. PROVIDE CUSTOMER WITH A DETAILED REPORT OF UL'S FINDINGS.
6. ENCORE FIRE PROTECTION IS NOT RESPONSIBLE FOR THE TEST RESULTS, PASS OR FAIL.

* THIS QUOTE DOES NOT INCLUDE NJ SALES TAX, (IF APPLICABLE).

* ENCORE FIRE IS NOT RESPONSIBLE FOR THE INTEGRITY OF THE EXISTING FIRE SPRINKLER SYSTEM, AND ALL OF ITS COMPONENTS.

* IF ADDITIONAL WORK IS DEEMED NECESSARY BY ENCORE FIRE AND/OR THE AUTHORITY HAVING JURISDICTION TO ENSURE SYSTEM OPERATION, AND/OR ENSURE CODE COMPLIANCE, ADDITIONAL CHARGES SHALL APPLY.

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• ENCORE FIRE PROTECTION ACKNOWLEDGES THAT THIS CONTRACT IS SUBJECT TO THE PROVISIONS, DUTIES, OBLIGATIONS, REMEDIES AND PENALTIES OF THE NEW JERSEY PREVAILING WAGE ACT. THEREFORE, THIS CONTRACT HAS BEEN PREPARED AT A PREVAILING WAGE RATE.

Services to be completed

[Sprinkler] Sprinkler Space - By riser

No wrench - repair

[Sprinkler] Sprinkler Space - By riser

No wrench - repair

[Sprinkler] Sprinkler Space - By riser

No wrench - repair

[Sprinkler] Sprinkler Space - By riser

No wrench - repair

[Sprinkler] Location - Building

QR heads at 20 year testing mark. - repair

[Sprinkler] Sprinkler - Wet Front corner of garage

1 1/2 x 1 x 1 1/2 T to nipple and coupling on both sides needed. Also 1 1/2 x 1 x 1 1/2 T to nipple and coupling needed - repair

[Sprinkler] Sprinkler Space - By riser

No wrench - repair

[Sprinkler] Sprinkler Space - By riser

No wrench - repair

[Sprinkler] Sprinkler Space - By riser

No wrench - repair

GRAND TOTAL \$3,915.00**Terms and Conditions**

I certify that I have read, understand, and agree to the exclusions, terms, and conditions listed below. This price does not include:

Sales Tax unless specified above.

Engineering if not specified above.

Cost of additional work not described above.

Cost of central station monitoring or required testing/inspections other than final acceptance test in front of AHJ.

Special labor rates, such as prevailing wage or overtime, unless specifically described in the contract scope of work above.

Cost of repairs identified during inspection or because of normal testing procedures.

If additional equipment not described above is found during the inspection, City Fire will provide a price to perform the inspections on the additional equipment.

This contract is not all inclusive unless stated otherwise and agreed upon by both parties.

AGREEMENT NOTES:

1. Subscriber understands that this inspection gives the condition of the system at the time of the inspection and does not guarantee future performance of the equipment.
2. Subscriber understands this agreement is for equipment inspections, although recommendations may be made CFE is in no way reviewing or accepting responsibility for design or the installation of your equipment. It must be assumed that the equipment was installed and tested to meet all local and state codes it is also assumed any changes in the building design or occupancy of the building have been done with the approval of the local authorities and the equipment design has been addressed.
3. Subscriber understands this agreement is for a particular part of a fire code. It in no way is an all-inclusive agreement. There are items in the codes not covered under this agreement.
4. Inspection reports will only be issued to the subscriber upon receipt of payment for service/inspections listed above and past due balances.



From

Encore Fire Protection

25 Eastmans Road
Parsippany NJ 07054
(973) 560-1600

<https://www.encorefireprotection.com/>

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please reach us at

servicelocation15@encorefireprotection.com

Quote No.	2112221
Type	Repair
Prepared By	Phillip Coviello
Created On	11/27/2024
Valid Until	01/17/2025

Quote For	TOWNSHIP OF WEST ORANGE
	TOWNSHIP OF WEST ORANGE - FIREHOUSE #5
	25 MT. PLEASANT PLACE WEST ORANGE NJ 07052 (973) 725-8774

Description of Work

1. PERFORM (1) REQUIRED 5 YEAR WET INTERNAL OBSTRUCTION INVESTIGATION LOCATED IN BASEMENT.
 2. PERFORM (1) REQUIRED 5 YEAR HYDROSTATIC TEST OF THE FIRE DEPARTMENT CONNECTION, (FREE STANDING IN FRONT OF BUILDING).
 3. PERFORM (1) REQUIRED 5 YEAR INTERNAL OBSTRUCTION INVESTIGATION ON 4" WILKINS - 950 - DCV BACKFLOW PREVENTER.
- **CONTENTS OF ANTI-FREEZE LOOP IS UNKNOWN. EXISTING ANTIFREEZE LOOP WILL NEED TO BE DRAINED AND REPLACED WITH A UL LISTED NONCOMBUSTIBLE SOLUTION. (2ND FLOOR STAIRWELL)**
4. DRAIN AND REPLACE EXISTING ANTI-FREEZE WITH UL LISTED NON-COMBUSTIBLE SOLUTION. ANTI-FREEZE SYSTEM SHOULD TAKE APPROXIMATELY 25 GALLONS. IF ADDITIONAL ANTI-FREEZE IS NEEDED, IT WILL BE BILLED AT RATE BELOW. THE COST PER GALLON OF UL LISTED ANTI-FREEZE IS \$90.00 PER GALLON. THIS QUOTE INCLUDES (25) GALLONS OF SOLUTION. IF ADDITIONAL SOLUTION IS NEEDED TO FILL SYSTEM, THE CUSTOMER SHALL BE BILLED ACCORDINGLY.
 5. FILL OUT AND INSTALL (1) ANTI-FREEZE SIGN AT ANTI-FREEZE LOOP.
- **OBSTRUCTIONS, SUCH AS CORROSION OR SEDIMENT CAN ACCRUE OVER TIME, CAUSING WATER TO SLOW OR BE TRAPPED WHEN DISCHARGING IN AN EMERGENCY. CODE REFERENCE: NFPA 25 CHAPTER 14.2.1.1 INDICATES THAT AN ASSESSMENT OF THE INTERNAL PIPING SHALL BE CONDUCTED AT A MINIMUM OF EVERY 5 YEARS. RECOMMENDATION: PERFORM INTERNAL INVESTIGATION OF SYSTEM VALVE, RISER, CROSS MAIN AND BRANCH LINE.**
- * THIS QUOTE DOES NOT INCLUDE NJ SALES TAX, (IF APPLICABLE).
- * ENCORE FIRE IS NOT RESPONSIBLE FOR THE INTEGRITY OF THE EXISTING FIRE SPRINKLER SYSTEM, AND ALL OF ITS COMPONENTS.
- * IF ADDITIONAL WORK IS DEEMED NECESSARY BY ENCORE FIRE AND/OR THE AUTHORITY HAVING JURISDICTION TO ENSURE SYSTEM OPERATION, AND/OR ENSURE CODE COMPLIANCE, ADDITIONAL CHARGES SHALL APPLY.
- * NORMAL WORKING HOURS ARE MONDAY THROUGH FRIDAY, 8:00 AM TO 4:30 PM. ANY WORK NEEDING TO BE PERFORMED OTHER THAN ABOVE MENTIONED TIMES, OVERTIME RATES WILL APPLY.
- * THIS QUOTE DOES NOT INCLUDE ANY WORK NOT MENTIONED ABOVE.
- **ENCORE FIRE PROTECTION ACKNOWLEDGES THAT THIS CONTRACT IS SUBJECT TO THE PROVISIONS, DUTIES, OBLIGATIONS, REMEDIES AND PENALTIES OF THE NEW JERSEY PREVAILING WAGE ACT. THEREFORE, THIS CONTRACT**

HAS BEEN PREPARED AT A PREVAILING WAGE RATE.

Services to be completed

[Backflow] Backflow - Wilkins 950 A08085 Basement

Unknown last 5 year internal inspection - repair

[Sprinkler] Sprinkler - Wet Basement

System due for 5 year internal inspection - repair

[Backflow] Backflow - Wilkins 950 A08085 Basement

Backflow Preventer present but has never been tested

6-23-23 sent to sow for contract - repair

[Sprinkler] Antifreeze Loop System - 2nd FI Stairwell

Antifreeze loop or sprinkler riser does not have a label identifying type of antifreeze inside anti-freeze loop. System must have label, identifying type of antifreeze inside system. System only covers 3rd and 4th stairwell (2 heads) - repair

GRAND TOTAL \$4,050.00

Terms and Conditions

I certify that I have read, understand, and agree to the exclusions, terms, and conditions listed below. This price does not include:

Sales Tax unless specified above.

Engineering if not specified above.

Cost of additional work not described above.

Cost of central station monitoring or required testing/inspections other than final acceptance test in front of AHJ.

Special labor rates, such as prevailing wage or overtime, unless specifically described in the contract scope of work above.

Cost of repairs identified during inspection or because of normal testing procedures.

If additional equipment not described above is found during the inspection, City Fire will provide a price to perform the inspections on the additional equipment.

This contract is not all inclusive unless stated otherwise and agreed upon by both parties.

AGREEMENT NOTES:

1. Subscriber understands that this inspection gives the condition of the system at the time of the inspection and does not guarantee future performance of the equipment.
2. Subscriber understands this agreement is for equipment inspections, although recommendations may be made CFE is in no way reviewing or accepting responsibility for design or the installation of your equipment. It must be assumed that the equipment was installed and tested to meet all local and state codes it is also assumed any changes in the building design or occupancy of the building have been done with the approval of the local authorities and the equipment design has been addressed.
3. Subscriber understands this agreement is for a particular part of a fire code. It in no way is an all-inclusive agreement. There are items in the codes not covered under this agreement.
4. Inspection reports will only be issued to the subscriber upon receipt of payment for service/inspections listed above and past due balances.
5. All work to be done non-union Monday-Friday between normal working hours.
6. See following pages for additional terms & conditions.
7. This proposal may be withdrawn by us if not accepted within fifteen (15) days.
8. Subscriber agrees this agreement shall automatically, without action by either party, extend and renew itself under the same terms and conditions for successive periods of one year each, after the initial period unless either party gives to the other at least thirty (30) days written notice, prior to expiration date, of the intention to terminate this agreement upon its original and any renewed expiration date.



encore
FIRE PROTECTION

From

Encore Fire Protection

25 Eastmans Road
Parsippany NJ 07054
(973) 560-1600

<https://www.encorefireprotection.com/>

If you have any questions or concerns
please reach us at

servicelocation15@encorefireprotection.com

Quote No.	2111807
Type	Repair
Prepared By	Phillip Covello
Created On	11/25/2024
Valid Until	12/31/2024

Quote For	TOWNSHIP OF WEST ORANGE
	TOWNSHIP OF WEST ORANGE - DPT OF PUBLIC WORKS
	25 LAKESIDE AVENUE
	WEST ORANGE NJ 07052
	9733254056

Description of Work

ENCORE FIRE PROTECTION PROPOSES TO PERFORM THE FOLLOWING WORK:

1. REPLACE (2) LENGTHS OF BENT PIPING LOCATED IN VEHICLE WAREHOUSE AND RUN UNDER THE METAL BEAM USING THE PARTS SUPPLIED FOR THIS QUOTE.

* THIS QUOTE DOES NOT INCLUDE NJ SALES TAX, (IF APPLICABLE).

* IF ADDITIONAL WORK IS DEEMED NECESSARY BY ENCORE FIRE AND/OR THE AUTHORITY HAVING JURISDICTION TO ENSURE SYSTEM OPERATION AND/OR ENSURE CODE COMPLIANCE, ADDITIONAL CHARGES SHALL APPLY.

* NORMAL WORKING HOURS ARE MONDAY THROUGH FRIDAY, 8:00 AM TO 4:30 PM. ANY WORK NEEDING TO BE PERFORMED OTHER THAN ABOVE MENTIONED TIMES, WILL BE SUBJECT TO OVERTIME RATES.

* ENCORE FIRE IS NOT RESPONSIBLE FOR THE INTEGRITY OF THE EXISTING SPRINKLER SYSTEM AND ALL OF ITS COMPONENTS.

* THIS QUOTE DOES NOT INCLUDE ANY WORK NOT MENTIONED ABOVE.

* ENCORE FIRE PROTECTION ACKNOWLEDGES THAT THIS CONTRACT IS SUBJECT TO THE PROVISIONS, DUTIES, OBLIGATIONS, REMEDIES AND PENALTIES OF THE NEW JERSEY PREVAILING WAGE ACT. THEREFORE, THIS CONTRACT HAS BEEN PREPARED AT A PREVAILING WAGE RATE.

Services to be completed

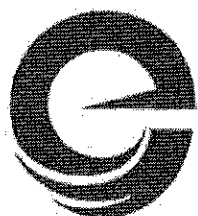
[Sprinkler] Sprinkler - Wet Maintenance shop

Vehicle warehouse:

2 1/2" pipe bent. Approx 11ft of pipe and coupling would need to be replaced from T to where piping straightens out. - repair

GRAND TOTAL \$2,450.00

Terms and Conditions



encore
FIRE PROTECTION

From

Encore Fire Protection

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Parsippany NJ 07054
(973) 560-1600

<https://www.encorefireprotection.com/>

If you have any questions or concerns
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servicelocation15@encorefireprotection.com

Quote No.	2111601
Type	Repair
Prepared By	Phillip Coviello
Created On	11/22/2024
Valid Until	12/31/2024

Quote For

**TOWNSHIP OF WEST
ORANGE**

TOWNSHIP OF WEST
ORANGE- ANIMAL
SHELTER
311 WATCHUNG AVENUE
WEST ORANGE NJ 07052
9733254056

Description of Work

ENCORE FIRE PROTECTION PROPOSES TO PERFORM THE FOLLOWING WORK:

1. REPLACE (1) 2.5" DEFECTIVE DRY VALVE THAT IS CAUSING THE BALL DRIP TO LEAK WATER. **(EXISTING CSC VALVE IS OBSOLETE AND PARTS ARE NO LONGER AVAILABLE).**

2. PERFORM (1) ANNUAL BACKFLOW TEST ON AMES (2HK0029) BACKFLOW PREVENTER.

* THIS QUOTE DOES NOT INCLUDE NJ SALES TAX, (IF APPLICABLE).

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Services to be completed

[Backflow] Backflow - Ames 2HK0029

No record of last backflow test and last 5 year internal inspection - repair

[Sprinkler] Sprinkler - Dry Sprinkler Room

Ball drip leaking water signifying gasket not making a tight seal. Recommend a repair of gasket - repair

[Sprinkler] Sprinkler - Dry Sprinkler Room

Ball drip leaking water signifying gasket is not making a tight seal. Recommend repair of gasket - repair

GRAND TOTAL \$9,065.00**Terms and Conditions**

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Sales Tax unless specified above.

Engineering if not specified above.

Cost of additional work not described above.

Cost of central station monitoring or required testing/inspections other than final acceptance test in front of AHJ.

Special labor rates, such as prevailing wage or overtime, unless specifically described in the contract scope of work above.

Cost of repairs identified during inspection or because of normal testing procedures.

If additional equipment not described above is found during the inspection, City Fire will provide a price to perform the inspections on the additional equipment.

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AGREEMENT NOTES:

1. Subscriber understands that this inspection gives the condition of the system at the time of the inspection and does not guarantee future performance of the equipment.
2. Subscriber understands this agreement is for equipment inspections, although recommendations may be made CFE is in no way reviewing or accepting responsibility for design or the installation of your equipment. It must be assumed that the equipment was installed and tested to meet all local and state codes It is also assumed any changes in the building design or occupancy of the building have been done with the approval of the local authorities and the equipment design has been addressed.
3. Subscriber understands this agreement is for a particular part of a fire code. It in no way is an all-inclusive agreement. There are items in the codes not covered under this agreement.
4. Inspection reports will only be issued to the subscriber upon receipt of payment for service/inspections listed above and past due balances.
5. All work to be done non-union Monday-Friday between normal working hours.
6. See following pages for additional terms & conditions.
7. This proposal may be withdrawn by us if not accepted within fifteen (15) days.
8. Subscriber agrees this agreement shall automatically, without action by either party, extend and renew itself under the same terms and conditions for successive periods of one year each, after the initial period unless either party gives to the other at least thirty (30) days written notice, prior to expiration date, of the intention to terminate this agreement upon its original and any renewed expiration date.
9. When the price for any item of materials to be used on the Project increases ten percent (10%) or more between Contract signing and materials purchase, Customer shall pay to Contractor, on request, all sums by which the cost to Contractor for any materials item has increased beyond 10%, as demonstrated by Contractor. This includes but is not limited to price increases in raw material, manufactured products, and equipment.

Exclusions

1. The cost of additional Insurance requirements
2. The cost of non-standard equipment rentals
3. It is the owners responsibility to ensure compliance with applicable code for any existing equipment or systems that are not included in the scope of work as described in the attached proposal such as NFPA 72, NFPA 13, NFPA 25, NFPA 96 etc.
4. Any additional equipment or materials required by the AHJ but not included in the work described in this proposal. Additional cost will be at the owners expense and a change order will be issued by CFE for approval and execution by the owner or their representative prior to commencement of the additional work.
5. Fire watch during any work as required or requested by the AHJ, owner, or owners representatives.
6. Clauses in the contract that require bonding, liquidation of damages, or time of the essence.
7. Replacement parts for equipment or systems not part of this proposal, when necessary, will be billed at the agreed upon labor and material prices.
8. Any costs pertaining to safety or other training of CFE employees required by the owner, general contractor, or owners agents at any time during the project.
9. Patching or painting of walls, floors, ceilings, that maybe affected during the work.
10. Connection to central station monitoring systems unless otherwise stated in the attached proposal.
11. Public municipal department fees such as building permits, water utility, zoning, etc.
12. Specialty piping or fittings unless described in the proposal (chrome, galvanized, etc)
13. Dumpster rentals or removal of preexisting equipment unless described in the proposal.

14. Cost of plumbing or electrical work that requires state issued license.
15. Work being stopped for any reason because of the owner, general contractor, or their subcontractors, or the AHJ. Continuous access to perform work uninterrupted for 8 hours (where applicable) must be provided. Any delays due to lack of access will result in additional charges. Unless otherwise noted in the proposal, working hours are 8am-4pm Monday through Friday. If a CFE employee arrives at the work site and is unable to perform the work as described in the proposal due to no fault of CFE, the owner or their representative agrees to increase the agreed upon price for the time lost.
16. Structural modifications to any part of the building or property if required by the AHJ.
17. Prevailing wage rates unless specifically described in this proposal.

Terms and Conditions

1. CFE does not represent nor warrant that the Fire Protection 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 Protection equipment will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges that CFE is not an insurer, and that subscriber assumes all risk for loss or damage to Subscriber's premises or its contents. CFE has made no representations or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Subscriber's exclusive remedy for CFE's default hereunder is to require CFE to repair or replace, at CFE's option, any equipment covered by this contract which is non-operational. Subscriber authorizes CFE 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 Fire Protection devices located above 10 feet in height.
2. Subscriber agrees that CFE is not an insurer, and no insurance coverage is offered here in. The Fire Protection equipment is designed to reduce certain risks of loss, though CFE does not guarantee that no loss will occur. CFE is not assuming liability, and therefore shall not be liable to Subscriber for any loss, personal injury or property damage sustained by Subscriber because 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 CFE negligent performance, failure to perform any obligation or strict products liability. Subscriber releases CFE from any claims for contribution, indemnity, or subrogation.
3. Subscriber agrees that should there arise any liability on the part of CFE because of CFE's negligent performance to any degree, failure to perform any of CFE's obligations, equipment failure or strict products liability, that CFE's liability shall be limited to the sum of the annual payment at time liability is fixed or the sum of \$250.00, whichever is greater. If Subscriber wishes to increase CFE's maximum amount of CFE's limitation of liability, Subscriber may, as a matter of right, at any time, by entering a supplemental contract, obtain a higher limit by paying an annual payment consonant with CFE's increased liability. This shall not be construed as insurance coverage.
4. Any action by subscriber against CFE must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against CFE must be based on the provisions of this agreement. Any other action that subscriber may have or bring against CFE 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.
5. After the expiration of one year from the date here of CFE shall be permitted from time to time to increase the charge by an amount not to exceed nine percent each year and subscriber agrees to pay such increase.
6. Subscriber agrees to and shall indemnify and hold harmless CFE, its employees, agents, and subcontractors, from and against all claims, lawsuits, including those brought by third parties or Subscriber, including reasonable attorney's fees, and losses asserted against and alleged to be caused by CFE's performance, negligent performance, or failure to perform its obligations. Parties agree that there are no third-party beneficiaries of this contract. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against CFE or its subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this contract without CFE's consent. CFE shall be permitted to assign this contract and upon such assignment shall be relieved of further obligation under this contract.
7. 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 CFE'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 Subscriber's purchase order or other document, this agreement will govern, whether such purchase order or document is prior to or after this agreement. Should any provision of this agreement be deemed void, all other provisions will remain in effect.
8. FALSE ALARMS/PERMIT FEES: CFE shall have no liability for permit fees, 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 Subscriber shall remain liable for all payments provided for herein. Should CFE 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 Subscriber agrees to pay CFE for such service or material.

have no responsibility for the performance of third parties engaged by Subscriber. Subscriber agrees to test and inspect the Fire Protection equipment and to advise CFE of any defect, error, or omission in the Fire Protection equipment. The Subscriber must supply CFE with any ladders or scaffolding to test any device over 10 feet above the finished floor.

16. Subscriber agrees that CFE is authorized and permitted to subcontract any services to be provided by CFE to third parties who may be independent of CFE, and that CFE shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary, or any other cause whatsoever caused by the negligence of third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to CFE'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 CFE.

Warranty

If any part of the equipment becomes defective, or if any repairs are required, CFE agrees to make all repairs and replacement of parts without costs to the Buyer for a period of one year from the date of installation. CFE reserves the option to either replace or repair the equipment and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. CFE's warranty does not include electric, plumbing, construction, damage by lightning, electrical surge, or wire. CFE is not the manufacturer of the equipment and other than CFE's limited warranty Buyer agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, CFE makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. CFE does not represent nor warrant that the equipment may not be compromised or circumvented, or that the system will prevent any loss by fire, smoke or water or otherwise; or that the system will in all cases provide the protection for which it is installed. CFE expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than CFE. Buyer acknowledges that any affirmation of fact or promise made by CFE shall not be deemed to create an express warranty unless included in this contract in writing.

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: _____ Date: _____

Signature: _____

Photos

