



FIRE ALARM MONITORING AGREEMENT

 x GSM POTS

PROPOSAL DATE:	25 JULY 2020
PROJECT NAME:	AQUAVISTA CONDOMINIUMS
PROJECT LOCATION:	17155 FRONT BEACH RD, PANAMA CITY BEACH
PRIMARY CONTACT:	MARTHA ABT
PHONE:	850.572.1732
FAX:	
EMAIL:	
BILLING ADDRESS:	
SALES REPRESENTATIVE:	JOHN BYRUM
ANNUAL COST	\$600.00 GSM
TERM OF MONITORING	5YR

B&C FIRE SAFETY IS A FULL-SERVICE FIRE PROTECTION COMPANY THAT INCLUDES SALES, INSTALLATION, INSPECTIONS, AND SERVICING OF PORTABLE FIRE EXTINGUISHERS, FIRE SPRINKLER SYSTEMS, FIRE ALARMS SYSTEMS, 24 HOUR MONITORING, RESTAURANT SYSTEMS, ENGINEERED/PRE-ENGINEERED FIRE SUPPRESSION SYSTEMS, BACKFLOW PREVENTION DEVICES, AND FIRE SAFETY EQUIPMENT.

SYSTEMS LICENSE 06355700081985
 EXTINGUISHER LICENSE 05112200011978

ALARM LICENSE EF0001225
 SPRINKLER LICENSE 92614500012007

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Equipment covered by this contract (if applicable)

Digital Alarm Communicator Transmitter (DACT): Transmitter to be installed by B & C

Digital Alarm Communicator Transmitter (DACT): Transmitter installed by others

FIRE ALARM SYSTEM TO BE MONITORED:

Sprinkler Alarm Automatic Fire Alarm Manual Fire Alarm Fire Suppression System

B & C FIRE SAFETY, INC. hereinafter referred to as "B & C" or "ALARM COMPANY" and the receiving party of this proposal hereinafter referred to as the "Subscriber"

1. INSTALLATION, PROGRAMING AND MONITORING CHARGES: Subscriber agrees to pay B&C FIRE SAFETY, INC.:

(a) The sum of \$ 698.00 , plus tax for the installation, unless already installed by others, and programming of a Digital Alarm Communicator Transmitter (DACT) for the fire alarm which shall not be considered a fixture, or an addition to, alternation, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by B & C. The balance of payments for the term of this agreement is due upon execution of this agreement. For the convenience of the parties and so long as there is no default in payments, Subscriber may make the payments as provided in 1(b).

(b) The sum of \$ 600.00 in advance for the monitoring of the fire alarm for the term of this agreement commencing on the first day of the month next succeeding the date hereof. If installed by B & C transmitter remains personal property of B & C.

If AHJ requires a technician to be sent to Subscriber's premises after a fire alarm is dispatched Subscriber agrees to pay for such service \$ normal service rates per call.

2. MONITORING SERVICES PROVIDED: Upon receipt of a signal from Subscriber's fire alarm system, B & C or its designee central office, hereinafter referred to as the MONITORING COMPANY, shall make every reasonable effort to notify Subscriber and the appropriate municipal fire department and comply with Authority Having Jurisdiction (AHJ) dispatch procedures. MONITORING COMPANY may use its discretion not to notify the fire department or subscriber of fire alarm signals that it believes to be a false alarm and that no fire condition is believed to exist at the premises. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to fire departments are not monitored by personnel of B & C or its designee central office and B & C does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, internet, VOIP, or other modes of communication pass through communication networks wholly beyond the control of B & C and are not maintained by B & C except B & C may own the radio network, and therefore, B & C shall not be responsible for any failure which prevents transmission signals or data from reaching the central office monitoring center or damages arising therefrom, or for data corruption, theft or viruses to subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish B & C with a written list of names and telephone numbers of those persons Subscriber wishes to receive notification of fire alarm signals. All changes and revisions shall be supplied to B & C in writing. Subscriber authorizes B & C to access the control panel to input or delete data and programming. If Subscriber requests B & C to remotely activate or deactivate the fire alarm system, change combinations, or reprogram system functions, Subscriber shall pay B & C the current hourly rate for each such service. B & C may, without prior notice, suspend or terminate its services, in monitoring center's sole discretion, in event of Subscriber's default in performance of this agreement or in event monitoring center's facility or communication network is non operational or subscriber's alarm system is sending excessive false alarms. MONITORING COMPANY is authorized to record and maintain all data and alarm communications and shall be the exclusive owner of such property.

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3. **NO REPAIR OR INSPECTION SERVICE INCLUDED IN THIS CONTRACT:** B & C and Monitoring Center provide no inspection service or repair service of the fire alarm system or equipment pursuant to this agreement. None of the fire alarm equipment is the property of B & C, except for the DACT if leased by B & C. It is Subscriber's responsibility to maintain the operation of the fire alarm system, including but not limited to the DACT, and that system's connection to the central station, and all monitoring charges shall continue notwithstanding the central station's inability to provide monitoring services through no fault of the central station. Subscriber represents that the fire alarm system has been installed and approved pursuant to AHJ requirements. B & C and Monitoring Company have no responsibility for the fire alarm design, installation, service or compliance with applicable law.

4. **NOTIFICATION OF TERMINATION OF MONITORING SERVICES:** B & C is authorized to notify Subscriber's insurance carrier and Authority Having Jurisdiction over the subscriber's fire alarm system that monitoring services will be or have been terminated. If required by the AHJ of the subscriber's fire alarm system or pursuant to law governing the fire alarm system B & C will notify the AHJ of termination of service in accordance with AHJ or local law requirements. Termination shall comply with local law.

5. **TERM OF THIS CONTRACT:** The term of this agreement shall be for a period of years signed and agreed upon. This agreement shall renew itself annually thereafter under the same terms and conditions, 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. **NO WARRANTIES:** B & C does not represent nor warrant that the fire alarm monitoring will prevent any loss, damage or injury to person or property, by reason of fire, smoke, water, equipment failure or otherwise, or that the fire alarm monitoring will in all cases provide the protection for which it is intended. Subscriber acknowledges that B & C is not an insurer, and that subscriber assumes all risk for loss or damage to Subscriber's premises or its contents. B & C has made no representations or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Subscriber's exclusive remedy for B & C's default hereunder is to require B & C to refund any charges for monitoring services not provided. Subscriber authorizes B & C to access the control panel and transmitter DACT to input or delete data and programming. B & C neither designed, installed, inspected nor serviced the fire detection equipment and B & C's obligation pursuant to this contract is limited to responding to fire alarm signals received in accordance with the terms of this contract.

7. **EXCULPATORY CLAUSE:** Subscriber agrees that B & C is not an insurer and no insurance coverage is offered herein. The monitoring of the fire alarm system is designed to reduce certain risks of loss, though B & C does not guarantee that no loss will occur. B & C and its subcontractors are not assuming liability, and, therefore shall not be liable to Subscriber for personal injury, property damage or any loss whatsoever sustained by Subscriber as a result of fire, smoke, water, equipment failure, interruption of service due to electric failure, communication failure, human error, strikes, walk-outs, war, terrorism, acts of God, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by B & C's or its subcontractor's negligent performance to any degree, failure to perform any obligation or strict products liability. Subscriber releases B & C and its subcontractors from any claims for contribution, indemnity or subrogation.

8. **LIMITATION OF LIABILITY CLAUSE:** Subscriber agrees that should there arise any liability on the part of B & C as a result of B & C's negligent performance to any degree, failure to perform any of B & C's obligations, equipment failure or strict products liability, that B & C's liability shall be limited to the sum of six times the monthly payment at time liability is fixed or the sum of \$250.00, whichever is greater. If Subscriber wishes to increase B & C's maximum amount of B & C's limitation of liability, Subscriber 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 B & C's increased liability. This shall not be construed as insurance coverage.

9. **INDEMNITY/ WAIVER OF SUBROGATION/ASSIGNMENT:** Subscriber agrees to and shall indemnify and hold harmless B & C, 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 B & C'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 B & C 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 B & C's consent. B & C shall be permitted to assign this contract and upon such assignment shall be relieved of further obligation under this contract.

10. **CONDITIONS PRECEDENT TO COMMENCING ACTION:** Any action by subscriber against B & C must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against B & C must be based on the provisions of this agreement. Any other action that subscriber may have or bring against B & C 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.

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11. INSURANCE PROCUREMENT CLAUSE: Subscriber shall maintain a policy of public liability, property damage, burglary and theft insurance under which subscriber and B & C are named as insured and under which the insurer agrees to indemnify and hold B & C harmless from and against all costs, expenses including attorney's 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 B & C'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 subscriber for property on its premises. B & C shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the subscriber from insurance covering such loss or damage or for such loss or damage against which the subscriber is indemnified or insured.

12. RIGHT TO INCREASE MONITORING CHARGES: After the expiration of one year from the date hereof B & C shall be permitted from time to time to increase the servicing charge by an amount not to exceed five percent each year and subscriber agrees to pay such increase.

13. SUBSCRIBER RESPONSIBLE FOR FALSE ALARMS/PERMIT FEES: Subscriber is responsible for all alarm permits and permit fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse B & C for any fines relating to permits or false alarms. B & C shall have no liability for permit fees, false alarms, false alarm fines, fire response, any damage to personal or real property or personal injury caused by fire department response to alarm, whether false alarm or otherwise, or the refusal of the fire department to respond. In the event of termination of fire response by the fire department this contract shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should B & C 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 B & C for such service or material.

14. TESTING OF FIRE ALARM SYSTEM: Subscriber shall notify B & C of communication failure which prevents fire alarm signal transmission to Monitoring Company. If such condition comes to B & C's attention it will make reasonable effort to notify Subscriber that the Subscriber must restore alarm signal communication so that the fire alarm can be monitored.

15. LEGAL ACTION/ARBITRATION: (a) In the event B & C refers this contract to an attorney to enforce its terms, Subscriber shall pay B & C's attorney's fees. The parties waive trial by jury in any action between them. In any action commenced by B & C against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. Subscriber submits to the jurisdiction of New York and agrees that any litigation between the parties must be commenced and maintained exclusively in the State of New York, and in the County where B & C's principal place of business is located. The commencement of any action, proceeding or arbitration and service of legal process or papers in any action, proceeding or arbitration between the parties may be served by prepaid First-Class Mail delivered by the U.S. Post Office or overnight by Federal Express or UPS to the party's address in this agreement or other address provided by a party in writing to other party. (b) The parties agree that due to the nature of the services to be provided by B & C, the payments to be made by subscriber for the term of this agreement are an integral part of B & C's anticipated profits and in the event of subscriber's breach of this agreement it would be difficult if not impossible to reasonably estimate B & C's actual damages. Therefore, in the event of subscriber's default of this agreement subscriber shall pay to B & C 80% of the balance due for the term of this agreement as liquidated damages. B & C may, without prior notice, suspend or terminate its services in event of Subscriber's default in performance of this agreement and shall be permitted to terminate all its services under this agreement without relieving Subscriber of any obligation herein. Additionally, B & C at its option may remove its transmitter or deem it sold to subscriber for the agreed price of \$600.00. (c) At the option of either party all disputes between the parties shall be determined by arbitration administered by Arbitration Services Inc. pursuant to its commercial rules at www.arbitr8ors.com. Any reference to action in this contract shall include arbitration.

16. SUBCONTRACTORS: Subscriber agrees that B & C is authorized and permitted to subcontract any services to be provided by B & C to third parties who may be independent of B & C, including but not limited to monitoring services to a Monitoring Company, and that B & C shall not be liable for any loss or damage sustained by Subscriber by reason of fire, smoke, water or any other cause whatsoever caused by the negligence of third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to B & C'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 Monitoring Company engaged by B & C.

17. FULL AGREEMENT/SEVERABILITY/ CONFLICTING DOCUMENTS: This agreement constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties, except B & C's requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance. Should any provision of this agreement be deemed void, the remaining parts shall not be affected. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein.

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MONITORING INFORMATION		
PROJECT NAME: AQUAVISTA OF PCB CONDO ASSOC.		
ALARM PANEL ADDRESS: 17155 FRONT BEACH RD		
CITY PANAMA CITY BCH	STATE FL	ZIP 32413
PRIMARY LINE		
SECONDARY LINE		
PANEL TYPE	OTHER	
Onsite personnel to be contacted (order of priority)	TITLE	TELEPHONE NUMBER
1	Johnny Parker, BOD Pres.	256-759-5535
PENDING INFORMATION		
2		
3		
4		
5		

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*CLIENT

DATE OF ACCEPTANCE: 2 Sep 2020
SIGNATURE: Johnny M. Funder
PRINT FULL NAME AND TITLE: Johnny Parker
PROJECT NAME: Ava Vista
BILLING NAME: _____
BILLING ADDRESS: _____
ADDITIONAL CONTACT INFO: _____

*SALES REPRESENTATIVE

DATE OF ACCEPTANCE: 2 Sep 2020
SIGNATURE: [Signature]
PRINT FULL NAME AND TITLE: John Byron

B&C THANKS YOU FOR THE OPPORTUNITY OF QUOTING THIS VALUED WORK AND LOOKS FORWARD TO SERVING YOUR FIRE SAFETY NEEDS ON THIS AS WELL AS ANY FUTURE PROJECTS THAT YOU MAY HAVE.

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