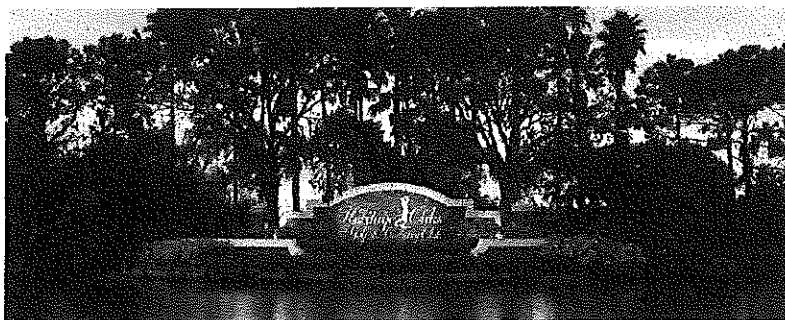




Inspection and Service Agreement

Prepared For:

Christine Wofford
Property Manager
Veranda Condo Association #7
Phone: 941-870-4920
eMail: christine@sunstatemanagement.com
Address: 5320 - 5350 Hyland Hills Ave.
Sarasota, FL 34241



Prepared & Submitted By:

Chuck Cathcart

Phone: 240-832-1480
Cell: 240-832-1480
Fax:
eMail: chuckcathcart@adt.com

Date Prepared: February 3, 2020
Agreement Start Date: May 1, 2020
Proposal ID: 053CC020320-145049



INSPECTION AGREEMENT

Proposal ID: 053CC020320-145049

AGREEMENT DESCRIPTION

By and Between:

ADT Commercial LLC
180 Scarlet Blvd

Veranda Condo Association #7
5320 - 5350 Hyland Hills Ave.

Oldsmar, FL 34677

Sarasota, Fl 34241

(Hereinafter "Seller")

(Hereinafter "Customer")

INSPECTION & SERVICE

Services contracted for:	<input type="checkbox"/> Fire Alarm	<input checked="" type="checkbox"/> Sprinkler	<input checked="" type="checkbox"/> 5 Year Insp	<input type="checkbox"/> Other(s) _____
Your Service Level:	NONE	ESSENTIAL	ESSENTIAL	NONE NONE

Your Cost Breakout: **\$1,200** **\$1,372**

YOUR TOTAL COST FOR INSPECTION AND SERVICE IS \$2,572 PLUS APPLICABLE TAXES.

OUR PRICE INCLUDES THE FOLLOWING AS MORE PARTICULARLY DESCRIBED IN
ADDENDUM 'B - SCOPE OF WORK' ATTACHED HERETO

- Full system testing, inspection with reduced labor rates
- Facility to provide staff to assist or grant access as needed. RedHawk to provide qualified technician(s).
- Notify and Coordinate with proper personnel.
- Review findings with Facility Representative.

SPRINKLER

- Test and inspection
- Parts and labor on a time and material basis.

STATEMENT OF WORK SPECIFICS:

Your system covers the components specified in Addendum A - Schedule of Equipment

Cost for sprinkler annual test and inspection - \$1,200.00 per year

Cost for 5 year internal obstruction inspection - \$1,372.00 one time charge (first year)

Proposal ID: 053CC020320-145049

GENERAL TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS WILL GOVERN ALL TRANSACTIONS BETWEEN CUSTOMER AND SELLER FOR THE SERVICES THAT ARE THE SUBJECT OF THIS AGREEMENT ("AGREEMENT") AND ANY RELATED EQUIPMENT PROVIDED TO THE CUSTOMER HEREUNDER. THESE TERMS AND CONDITIONS ARE INCORPORATED BY REFERENCE INTO ANY PURCHASE ORDER ISSUED BY CUSTOMER AS IF EXPRESSLY SET FORTH THEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS CONTAINED IN CUSTOMER'S PURCHASE ORDER OR IN ANY OTHER DOCUMENT SHALL BE DEEMED OBJECTED TO BY SELLER AND SHALL BE OF NO FORCE OR EFFECT.

THE PARTIES EXPRESSLY AGREE THAT MONITORING SERVICES ARE SPECIFICALLY EXCLUDED FROM THE SCOPE OF THIS AGREEMENT.

1. TERM AND TERMINATION: This Agreement shall be in effect for 5 Years (60 months) from the date provided above and shall automatically renew for additional 1 (one) year terms unless terminated by either party upon at least Thirty (30) Days advance written notice but not earlier than Sixty (60) Days advance written notice prior to the expiration of the original term or of any renewal thereof. If such automatic renewal is not permissible by law, then this Agreement shall renew for the maximum period allowable by such law.

2. PAYMENT: As a condition of performance, payment of the service fee is to be made Annual in advance to cover services in the succeeding Sixty (60) month period. ADT Commercial agrees to not escalate the service fee over the term of the contract unless changes are made to the services provided and/or equipment covered.

The Customer will promptly pay invoices within thirty (30) days of invoice date. Should a payment become thirty (30) days or more delinquent, Seller may stop all service under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand. A finance charge will be added to past due accounts at the rate of one and one-half percent (1.5%) per month, or at the highest legal rate, whichever is less.

3. TAXES: The Customer shall be responsible for all taxes applicable to the services provided hereunder.

4. ALARM MONITORING SERVICES: Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Seller's standard alarm monitoring services agreement.

5. SERVICE HOURS: Seller will perform all work during normal business hours: Monday through Friday, 8:00 AM - 05:00 PM. Any requests for work to be performed outside normal business hours will be billed at Seller premium rates in effect at the time the work is performed.

Any fire protection systems discovered at the time of inspection or added to the above premises after the date of this Agreement shall be inspected by Seller and Customer shall pay an additional price commensurate with the usual charges made by Seller and thereafter such systems will be added to the scope of this Agreement at a mutually agreed upon price.

6. SITE CONDITIONS: Customer shall provide a safe working environment and unencumbered access to all spaces where work is to be performed by Seller. Customer acknowledges that Seller's service personnel have been instructed not to perform any work in hazardous locations until working conditions have been made safe, as determined in the service personnel's sole discretion, and it is the responsibility of the Customer to take any measures necessary to eliminate such hazards before the work may proceed. Customer will be billed for all such time service personnel are dispatched regardless of whether the services are performed, unless Customer has provided Seller with at least forty-eight (48) hours advance notice of cancellation.

7. EQUIPMENT COVERED: Seller will provide Customer with the services described herein for the equipment listed on the Equipment Inventory List provided herein. Any additions to or deletions from the Equipment Inventory List, and any change in the service price as a result thereof, must be made in writing and signed by both Seller and Customer.

8. TIME AND MATERIALS SERVICE WORK: In the event that Seller is asked by Customer to perform service work on a time and materials basis during the term of this Agreement, and such work is outside the scope of work contemplated herein, the Customer understands and agrees that any such time and materials work will be performed by Seller pursuant to the terms and conditions contained herein at the Seller's rates in effect at the time the work is performed.

9. WARRANTY:

INSPECTION WARRANTY - Seller makes no warranty, express or implied, in connection with any inspections services provided hereunder.

Terms and Conditions Continued on Next Page

SERVICES WARRANTY - For any services provided on a time and materials basis, and excluding inspection services, Seller warrants that the services provided hereunder will be performed in accordance with generally accepted industry standards and practices. In the event that any services fail to comply with the foregoing standard within

Ninety (90) Days from the date services are completed, Seller will re-perform the non-complying services at no additional charge.

PRODUCTS / REPLACEMENT PARTS WARRANTY - Any equipment or replacement parts provided by the Seller will be warranted for a period of Ninety (90) Days days from the date the equipment or replacement parts are installed by Seller. In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or other event beyond the reasonable control or fault of Seller, (iii) misuse, fault or negligence of or by Customer, (iv) use of the equipment or replacement parts in a manner for which they were not designed, (v) causes external to the equipment or replacement parts such as, but not limited to, water damage, power failure or electrical power surges, (vi) use of the equipment or replacement parts supplied by the Seller in combination with equipment or software not supplied by the Seller or (vii) storage, treatment and/or use of the supplied products and equipment, including but not limited to, certain plastic or CPVC pipes, provided by the Seller pursuant to project specifications or Scope of Work, by the Customer or a third party in any way contrary to the Manufacturer's published care, handling, and installation instructions and warnings. Any installation, maintenance, repair, service, relocation or alteration to or of, or other tampering with the equipment or replacement parts performed by any person or entity other than Seller without Seller's prior written approval, or any use of replacement parts not supplied by Seller, shall immediately void and cancel all warranties with respect to the affected products.

PHYSICAL SECURITY - Notwithstanding the foregoing, and excluding inspection services, equipment and labor provided by Seller on any physical security equipment specified on the Equipment list attached hereto shall be warranted for a

period of Ninety (90) Days from the date the physical security equipment or replacement parts are installed by seller.

THE FOREGOING WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER IN CONNECTION WITH THE SERVICES PERFORMED AND PRODUCTS PROVIDED HEREUNDER, AND ARE IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY SELLER, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. FURTHER, IN THE EVENT ANY COST OR DAMAGES ARISE AS A RESULT OF CUSTOMER'S ACTIONS OR CUSTOMER'S SUBCONTRACTORS, REPRESENTATIVES AND/OR AGENTS ACTIONS WITH REGARD TO ANY PRODUCT OR EQUIPMENT PROVIDED BY SELLER TO CUSTOMER, THE PARTIES AGREE THAT CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY CLAIMS MADE BY OWNER AND ANY OTHER THIRD PARTIES.

10. INSURANCE: Seller agrees to maintain the following insurance during the term of the Agreement with limits not exceeding the stated amounts: (a) Comprehensive General Liability Insurance covering bodily injury and property damage with a limit of \$2,000,000 per occurrence and \$2,000,000 general aggregate, (b) Statutory workers' compensation and employer's liability insurance for a limit of \$1,000,000 per occurrence and (c) Automobile liability covering bodily injury and property damage with a combined single limit of \$2,000,000 per occurrence. If Seller is performing services on Customer's site, Customer will be named as additional insured under the Commercial General Liability policy only with respect to liability arising out of bodily injury or property damage but only to the extent resulting from the negligent acts or omissions of Seller or its willful misconduct arising out of the ongoing performance of its obligations under the agreement. Seller does not waive its rights to subrogation or provide copies of its policies, certified or otherwise nor does it provide endorsements.

11. INDEMNIFICATION: To the fullest extent permitted by law, Customer agrees to and shall indemnify, hold harmless and defend Seller, its employees, agents and subcontractors, against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Seller relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Seller reserves the right to select counsel to represent it in any such action.

12. FORCE MAJEURE: Seller shall not be liable for any failure to perform or for any interruption of any service to be performed hereunder, or in the performance of an obligation hereunder as a result of an event beyond its reasonable control, including, but not limited to, strikes, industrial disputes, fire, flood, acts of God, war, vandalism, riot, national emergency, acts of terrorism, embargoes or restraints, supplier default, extreme weather or traffic conditions, order or other act of any governmental agency, and shall not be required to supply any service to the Customer while interruption of such service due to any such cause shall continue. Service charges shall cease until service is resumed.

13. MUTUAL WAIVER OF DAMAGES: NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, LIQUIDATED, CONSEQUENTIAL, SPECIAL OR ECONOMIC LOSS, COST LIABILITY, DAMAGE OR EXPENSES HOWSOEVER ARISING, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT DUE TO NEGLIGENCE OF EITHER PARTY IN PART OR IN WHOLE.

Terms and Conditions Continued on Next Page

14. LIMITATION OF LIABILITY: Notwithstanding anything to the contrary herein and to the extent permitted by law, the aggregate liability of Seller to the Customer, whether in agreement, tort (including negligence), or otherwise will be limited to one (1) times the agreement value, provided however the foregoing does not limit the liability of Seller for any injury to, or death of a person, caused by the gross negligence of Seller.

15. TERMINATION: Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Seller's performance or failure to perform, Customer understands and agrees that Seller will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Seller may terminate this Agreement immediately at its sole discretion upon the occurrence of any event of default. Seller may also terminate this Agreement at its sole discretion upon notice to Customer if Seller's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts

16. Environmental: Customer agrees and acknowledges that Customer shall be solely responsible for all costs, expenses, damages, fines, penalties, claims, and liabilities associated with or incurred in connection with hazardous materials or substances discovered upon, beneath, about, or inside Customer's equipment or property, and Customer shall be solely responsible for reporting the presence of said hazardous materials or substances to the proper governmental authorities. Customer further agrees and acknowledges that title to, ownership of, and legal responsibility and liability for any and all such hazardous materials and substances at all times shall remain with Customer and that Customer shall be solely responsible for the removal, handling, and disposal of all hazardous materials in accordance with all applicable governmental regulations.

17. COMMERCIAL ITEMS: Seller agrees only to perform an agreement for the sale of a commercial item on a fixed-price or time and material basis. The components, equipment and services proposed by Seller are commercial items as defined by the Federal Acquisition Regulations ("FAR") Part 2, and the prices in any resulting agreement and in any change proposal are based on Seller's standard commercial accounting policies and practices, which do not consider, and will not meet, any special requirements of U.S. Government cost principles and procedures under FAR or similar procurement regulations.

18. GENERAL: (a) This Agreement and the Scope of Work constitutes the entire Agreement between Customer and Seller and supersedes all prior written and oral agreements in relation to the work contemplated under this Agreement. (b) No amendments, modifications, or supplements to this Agreement shall be binding unless in writing and signed by both parties. (c) This Agreement shall not be in effect or binding upon Seller until signed by its duly authorized representative(s). Customer may not assign its rights or delegate its duties hereunder without the specific, written consent of Seller.

19. GOVERNING LAW: This Agreement shall be interpreted in and governed by the laws of the State in which the work is to be performed including all matters of construction, validity, performance and enforcement. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and of equal force and effect.

20. COSTS AND ATTORNEYS' FEES: In the event that it shall become necessary for Seller to employ a collection agency or attorney to collect unpaid charges or any other sums Customer may owe hereunder, Customer shall be liable to Seller for Seller's reasonable and necessary costs of collection and attorneys' fees incurred in such collection activities. In the event of any other legal proceeding related to this Agreement, the prevailing party in such proceeding shall be entitled to recover its costs and reasonable attorneys' fees from the other party.

21. SEVERABILITY: If any term, covenant, condition or provision of this Agreement, or the application thereof to any circumstance, shall, at any time or to any extent, be determined by a court of competent jurisdiction or an arbitrator to be invalid or unenforceable, the remainder of this Agreement, or the application thereof to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, condition or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

22. SUBCONTRACTING: Seller shall have the right to subagreement, in whole or in part, any services which Seller may perform. Customer acknowledges that this contract and particularly those paragraphs relating to Seller's limited liability inure to the benefit of, and are applicable to, any assignees and/or subcontractors with the same force and effect as they bind customer to Seller.

23. NOTICES: All notices under this Agreement shall be in writing, signed, dated and sent by overnight courier or registered or certified U.S. mail, postage prepaid, return receipt requested, to the parties at the addresses shown below. All changes of address must be in writing and delivered as provided in this Section. Notices are deemed given when deposited, as described above, with the U.S. mail or in the overnight receptacle.

This Agreement is subject to all the Terms and Conditions in the Preceding Pages

Any such notice, if sent by the Customer to the Seller, shall be addressed as follows:

Attn: ADT Commercial
180 Scarlet Blvd
Oldsmar FL 34677

And if sent by the Seller to the Customer, shall be addressed as follows:

Attn: Sunstate Association Management Group
Christine Wofford
5602 Marquesas Circle Suite 103
Sarasota, FL 34233

SIGNATURES CONSTITUTE ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN.
AGREEMENT VALID UPON SIGNATURE OF AN ADT COMMERCIAL MANAGER.

Annual Agreement Amount: \$2,572
Duration of Agreement 5 Years

ADT Commercial

Proposed By:

Chuck Cathcart
Chuck Cathcart
Account Representative

2/3/2020
Date

Sunstate Association Management Group

Accepted By:

Veranda VII @HO
Christine Wofford
Christine Wofford
Property Manager
4/23/20
Date

Accepted By:

Jon Collins
Jon Collins
General Manager, ADT Commercial

4-23-20
Date

Proposal ID: 053CC020320-145049

QTY COMPONENT	FREQUENCY	MTC	INSPECTION SCOPE
<i>SPRINKLER SYSTEM</i>			
4 Backflow Preventer Inspection	Annual	No	Per Code
4 Wet Pipe (1 riser, 1 tamper, 1 flow)	Annual	No	Per Code