



# QUOTATION 964511

Wayne Automatic Fire Sprinklers, Inc.  
222 Capitol Ct  
Ocoee, FL34761-3019

## LIFE SAFETY AGREEMENT – MONITORING SERVICES

"Your One-Stop Safety Solution to Installation, Inspections, Service and Monitoring of Fire Alarms, Security and Fire Systems"

	CUSTOMER	BILL TO	JOB LOCATION		
COMPANY	DHIC-South Creek LLC	DHIC-South Creek LLC c/o Ascend South Creek	Ascend South Creek	DATE	August 24, 2021
ADDRESS	One Premier Plaza	3060 Southcreek Blvd	3060 Southcreek Blvd	EXPIRY DT	Sep 23, 2021
	5605 Glenridge Dr. NE Suite 775			SALES REP	Douglas A Grega
CITY, STATE	Atlanta, GA30342	Orlando, FL 32824	Orlando, FL 32824	CELL PH	(407)913-4304
CONTACT	CJ Jackson	Julie Smith	Julie Smith	WORK PH	(407)656-3030, x1601
PHONE	(404)835-4665	(407)451-1790		FAX	(407)656-8026
EMAIL		cdsouthcreek@liverangewater.com		EMAIL	dgrega@waynefire.com

### OPTION 1: TRADITIONAL (PHONE LINE) MONITORING

Description	Amount	Comment
Fire Alarm (Yearly Rate)	N/I	
Certificated Account Placard (Yearly Rate)	N/I	
Alarm Runner Service (Required)	Y/N	
Exclusive Alarm Services and Repair Work (Required)	Y/N	
Elevator Monitoring (Yearly Rate)	N/I	
Security/Burglar System Monitoring (Yearly Rate)	\$1,200.00	Provide Security Monitoring to: Clubhouse, Maintenance Shop, Model #1 and Model #2. \$300 per account annually.
<b>Central Station Services</b>		
Opening/Closing Reports (Yearly Rate)	N/I	
Paper/Email Activity Reports (Yearly Rate)	N/I	
Subscriber Access to Online Account (Yearly Rate)	N/I	
Other Services (Yearly Rate):	N/I	

Option 1 Annual Monitoring Total (Excludes Applicable Taxes): \$1,200.00 Accept: \_\_\_\_\_ Decline: \_\_\_\_\_

(Please Initial to Accept or Decline)

### OPTION 2: WAYNE-NET (WIRELESS/LOW POWER RADIO) MONITORING

Description	Amount	Comment
First Year Alarm Monitoring Service Charges (Includes Installation/Monitoring)	N/I	
Subsequent Year(s) Alarm Monitoring Service Charge Total (Includes Monitoring)	N/I	
Certificated Account Placard (Yearly Rate)	N/I	
Alarm Runner Service (Required)	Y/N	
Exclusive Alarm Services and Repair Work (Required)	Y/N	
Elevator Monitoring - Cellular (Yearly Rate)	N/I	
Security/Burglar System Monitoring (Yearly Rate)	N/I	
<b>Central Station Services</b>		
Opening/Closing Reports (Yearly Rate)	N/I	
Paper/Email Activity Reports (Yearly Rate)	N/I	
Subscriber Access to Online Account (Yearly Rate)	N/I	
Other Services (Yearly Rate):	N/I	

Option 2 Annual Monitoring Total (Excludes Applicable Taxes): \$0.00 3 Year Term Accept: \_\_\_\_\_ Decline: \_\_\_\_\_

5 Year Term Accept: \_\_\_\_\_ Decline: \_\_\_\_\_

**Monitoring Contact/Call List (Responsible Parties)**

Name	Phone
Pass code(s):	

**FOR WAFS USE ONLY:**

**Billing Frequency:** \_\_\_\_\_

**Fire and/or Security Panel Type:** \_\_\_\_\_

\*N/I = Not Included

**NOTES:**

**AUTHORIZATION:** The person executing the Life Safety Agreement ("Agreement") on behalf of the Customer/Subscriber of the subject systems, expressly warrants and covenants that he/she is the authorized representative of the Owner of the premises and is authorized to enter into this Agreement for and on behalf of the Owner or Owner's Designee and to bind Owner or Owner's Designee to all terms herein.

**SCOPE:** Customer/Subscriber may contract in the Agreement for one or more of the following services: fire sprinkler inspection, fire alarm inspection, and fire extinguisher inspection. The provisions of the General Terms and Conditions apply to all services provided and by Wayne Automatic Fire Sprinklers, Inc. ("WAFS") under the Agreement except as indicated otherwise in the General Terms and Conditions. This Agreement contains the entire understanding and final expression of Agreement and supersedes and replaces any previous agreements, promises or representations between the parties. This Agreement may be amended only in a writing signed by both parties.

**LIMITATION OF LIABILITY AND WARRANTIES: CUSTOMER/SUBSCRIBER UNDERSTANDS AND AGREES THAT WAFS MUST LIMIT ITS LIABILITY UNDER THIS AGREEMENT IN ORDER TO KEEP ITS PRICING REASONABLY AFFORDABLE. ACCORDINGLY, UNDER NO CIRCUMSTANCES SHALL WAFS' LIABILITY FOR ANY CLAIM, CAUSE OF ACTION, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS FOR BODILY INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, PROPERTY LOSS AND/OR ATTORNEY'S FEES) ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL SUM OF FIFTY THOUSAND DOLLARS (\$50,000.00). THE CUSTOMER/SUBSCRIBER UNDERSTANDS AND AGREES THAT WAFS HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF ANY KIND OR TYPE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE. THE CUSTOMER/SUBSCRIBER FURTHER UNDERSTANDS AND AGREES THAT WAFS MAKES NO EXPRESS WARRANTIES AS TO THE SERVICES RENDERED OR EQUIPMENT LEASED AND THAT NO REPRESENTATIVE OF WAFS HAS ANY AUTHORITY TO MAKE ANY WARRANTIES OR OTHERWISE VARY THE TERMS OF THIS AGREEMENT.**

**WORK OF OTHERS AND EXISTING FIRE PROTECTION SYSTEM:** WAFS makes no warranty as to the quality of work performed by others or the functionality and design of the originally installed fire protection system(s) that are subject to this Agreement. WAFS makes no warranties, express or implied, regarding the adequacy, performance or condition of any fire protection or notification equipment. WAFS cannot and does not guarantee that loss or damage will not occur.

**WAIVER OF SUBROGATION:** WAFS is not an insurer against loss or damage that may be suffered by Customer/Subscriber. Sufficient property and bodily injury insurance shall be obtained by and is the sole responsibility of Customer/Subscriber. Customer/Subscriber agrees to rely exclusively on Customer/Subscriber's insurer to recover for bodily injuries or property damage in the event of any loss or injury to the premises or property therein. Customer/Subscriber does hereby, for itself and all others claiming by or through it under this Agreement, release and discharge WAFS from and against all damages, costs or expenses covered by Customer/Subscriber's insurance, it being expressly agreed and understood that no insurance company, insurer, surety or other entity/individual will have any right of subrogation against WAFS or any employee, agent, officer, director, shareholder, affiliate or independent contractor of WAFS.

**SEVERABILITY:** If any provisions of the entire Agreement shall be invalid or unenforceable under the laws of the jurisdiction applicable to the Agreement, such invalidity or unenforceable provision(s) shall be severed from the Agreement and the Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of WAFS and the Customer/Subscriber shall be construed and enforced accordingly.

**TERM OF AGREEMENT/ RENEWALS:** The term of this Agreement shall be for a period of one year unless noted otherwise. This agreement shall renew on a yearly basis under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the Agreement at least 30 days prior to the expiration of any term.

**CANCELLATION:** This Agreement may be cancelled by Customer/Subscriber with thirty (30) days written notice to WAFS provided the contract term length is met. This Agreement may be cancelled by WAFS with thirty (30) days written notice to Customer/Subscriber.

**INSPECTION NOTIFICATION AND ACCESS:** Prior to WAFS performing any tests, the Customer/Subscriber must notify any alarm monitoring company, the local fire department, and all occupants and tenants. Customer/Subscriber understands and acknowledges it is responsible to maintain the fire protection system(s) in accordance with applicable NFPA Standards and any and all state or local rules, codes, statutes and other regulatory requirements, including, without limitation, the timing and performance of all inspections required by any such authorities. Customer/Subscriber acknowledges that in order to remain in compliance it is responsible to facilitate the scheduling of all inspections and access to all areas. It is further understood that WAFS will not enter or inspect any dwelling unit without a Customer/Subscriber representative present.

**ADDITIONAL EQUIPMENT:** In the event additional equipment is installed or the systems are modified after the date of this Agreement, the annual inspection charge shall be increased in accordance with WAFS's prevailing rates as of the first inspection of the additional equipment/modification.

**SCOPE OF INSPECTION:** The inspection and testing services provided by this Agreement are designed to determine the functionality of the inspected systems at the time of the inspection/test. The inspection and testing provided under this Agreement do not include: maintenance, repairs, alterations, or replacement of parts or any other field adjustments; daily, weekly or monthly inspection requirements and/or maintenance per NFPA 25 and/or 72; obstruction investigation or prevention; fire pump maintenance; testing of fire hoses; freeze plug inspection; or internal pipe inspection. WAFS may choose to offer such services at an additional charge and pursuant to a separate written agreement, but is not obligated under this Agreement to do so. The inspections and testing provided under this Agreement are NOT a system survey or engineering analysis of the system, its installation and/or its design. Any suggested improvements itemized on an inspection and/or testing report does not constitute an engineering review as such items are not part of the NFPA required inspection and test; such items will be noted as an inspection Observation. Inspection and testing services under this Agreement are not intended to reveal design or installation flaws or code compliance violations. WAFS makes no guarantee or assurance that all defects or deficiencies in the systems have been identified and itemized.

The scope of work under this Agreement is limited to the provision of inspection and testing services. WAFS is not required to move personal property, equipment, walls, and ceilings or like materials which may impede access or limit visibility. Portions of systems that are latent or concealed are excluded from the inspection.

Customer/Subscriber is responsible for the applicable NFPA 25 and 72 line items requiring test and inspection in intervals greater than the annual testing frequency (this includes the test and inspection of items such as, but not limited to, smoke detector sensitivity, fire sprinkler heads, three- and five-year inspections, sound pressures, etc.) unless otherwise specified in the Agreement.

**ADDITIONAL PAYMENTS:** In addition to the payments set forth herein, Customer/Subscriber agrees to be liable for and pay to WAFS any excise, sales, property, or other tax, telephone line charges, backflow permitting, third party reporting fees, and any increases thereof, which may be imposed upon WAFS because of this Agreement unless otherwise stated within the Agreement. Should WAFS 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/Subscriber agrees to pay WAFS for such service or material.

**WATER SUPPLY:** Testing and treatment of the water supply, and any costs associated therewith, are not covered by this Agreement and are the sole responsibility of the

Customer/Subscriber. WAFS recommends that the water supply be tested and treated, where necessary, for any microbiological organisms that may influence corrosion, and will provide such services upon execution of a separate written Agreement.

**WATER DISCHARGE:** WAFS will make every reasonable effort to prevent the discharge of water into or onto areas of landscaping, decorative pavement, etc. Customer/Subscriber must provide sufficient and readily accessible means to accept the full flow of water that may be required by tests as determined by the type of inspection and accepts all liability arising out of or relating to water discharge.

**LOCATION OF DEVICES:** Customer/Subscriber is responsible for locating and/or identifying all devices that are not visibly marked, such as duct detectors, damper controls, drum drips, low point drains, etc.

**DRY PIPE SYSTEM:** Customer/Subscriber is aware that dry pipe sprinkler systems must be drained after each operation of the dry valve to remove water from the system as residual water may freeze, cause damage to the pipes or other components, and cause significant water damage to the premises and property therein. During the inspection and testing of dry pipe systems, WAFS will utilize all accessible low point auxiliary drains and/or drum drips so that the residual water can be drained.

**DUCT DETECTORS:** If testing of Duct Detectors is included in this Agreement, the testing of the Duct Detectors will be limited to testing at floor level using approved smoke devices to test the entry of smoke into the sensing chamber of the Duct Detector head and through the use of remote testing key switches unless otherwise specified in the Agreement. Testing of the air flow across the sampling tube is not included in this Agreement.

**ATTICS:** To the extent that any attic is included in the agreement, only such equipment as is safely visible and accessible from the floored area of the attic will be subject to the Agreement.

**NFPA 25 and 72:** Customer/Subscriber has reviewed and is familiar with the National Fire Protection Association Standards 25 & 72 (NFPA 25 & 72) and understands the requirements and consequences of failure to comply with the requirements therein. Customer/Subscriber shall comply with the requirements of NFPA 25 & 72. Customer/Subscriber is responsible for maintaining all fire protection equipment and all alarm equipment and components in good, working order as outlined in the applicable NFPA Standards and any and all local rules, codes or standards applicable to the jurisdiction where the system(s) is/are located.


**SCOPE OF FIRE EXTINGUISHER INSPECTION:** NFPA 10 is the standard for portable fire extinguishers and inspection services related to Customer/Subscriber's fire extinguishers shall be provided in accordance with NFPA 10. Customer/Subscriber is familiar with NFPA 10, its requirements and Customer/Subscriber's responsibility and duties pursuant to NFPA 10. Services provided under this Agreement do not include an analysis or survey of the fire hazard and appropriate selection of fire extinguishers relative to the particular classification of hazards. Such analysis and survey can be performed pursuant to a separate, written agreement. The scope of this inspection is limited to the inspection, and maintenance (as defined by NFPA 10, Section 3.3.15) of the fire extinguishers in place at Customer/Subscriber's inspection location. Customer/Subscriber acknowledges that it is the Customer/Subscriber's responsibility to assure that inspection, maintenance and recharging of fire extinguishers occurs.

**FIRE EXTINGUISHER SERVICES/FREQUENCY:** The inspection and maintenance (as defined by NFPA 10, Section 3.3.15) provided pursuant to this Agreement shall be provided on an annual basis only pursuant to NFPA 10, Section 7.3.1.1.1. All other inspections and monitoring required to be performed monthly or more frequently than at one year intervals shall remain the sole responsibility of Customer/Subscriber unless this Agreement specifically provides for fire extinguisher inspections and services at intervals more frequently than on an annual basis.

**PAYMENT:** Payment is due and payable within thirty (30) days after billing. If Customer/Subscriber fails to make payment when due, WAFS shall have the right, in its sole discretion, to cancel this Agreement with thirty (30) days written notice to Customer/Subscriber. Customer/Subscriber shall pay any and all collection costs, including but not limited to attorney's fees and costs, incurred in the collection of past due accounts.

**GOVERNING LAW:** This Agreement shall be governed by the laws of the State where the job listed on the first page of this Agreement is located without reference to any conflict of laws principles.

**ASSIGNMENT:** Customer/Subscriber shall not assign this Agreement, or any rights or obligations herein, without the prior written consent of WAFS. Customer/Subscriber shall also provide WAFS thirty (30) days written notice in the event that it changes its property manager, billing address or site contact set forth on the first page of this Agreement.

ACCEPTANCE OF QUOTATION, TERMS AND CONDITIONS:		WAYNE AUTOMATIC FIRE SPRINKLERS, INC.:	
Print Name:	Tracy Lesse	WAFS Rep:	Douglas A Grega
Title:	Regional Director	Title:	Life Safety Specialist
Date:	09/21/2021	Date:	2021-08-24
Signature:			

**PLEASE FAX ALL PAGES TO (407)656-8026 OR EMAIL: [dgrega@waynefire.com](mailto:dgrega@waynefire.com)**

**Note: This proposal may be withdrawn by Seller if not accepted by the expiry date indicated on page one.**

**Payment to be made as follows: NET 30. Visa and MasterCard accepted.**

**A surcharge of 3% will be applied to credit card purchases.**

Corporate Office	Tampa	Fort Myers	Deerfield Beach	Jacksonville	North Carolina
222 Capitol Ct	3226 Cherry Palm Dr	4683 Laredo Ave	1500 S Powerline Rd Ste A	11326 Distribution Ave W	4370 Motorsports Dr SW
Ocoee, FL 34761-3019	Tampa, FL 33619-8337	Fort Myers, FL 33905-4924	Deerfield Beach, FL 33442-8185	Jacksonville, FL 32256-2745	Concord, NC 28027-8977

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