



Tri State Fire Protection, LLC

Proposal for Living Innovations- Portsmouth Jessica Hurteau

Your Total Fire Protection Solution



Allison Karpiak, 603-293-7531



PORTABLE FIRE EXTINGUISHER INSPECTION

A fire extinguisher is a life safety device that requires monthly inspection and annual maintenance so that the equipment will work when you need it most. You can depend on the certified technicians and dedicated staff at Tri State Seacoast Fire Protection to ensure that your organization satisfies all insurance company requirements as well as local, state and federal codes. It is critical for the safety of your employees and customers that you possess and maintain the proper extinguisher type and quantity for the hazards being protected. The team at Tri State Seacoast will work vigorously to deliver exactly what you expect. Trust your peace of mind to the professionals at Tri State Seacoast.



The Inspection Will Include:

1. Determine if the extinguisher is properly hung with the proper manufacturer's hanger.
2. Remove the extinguisher from its hanger.
3. Check the gauge pressure.
4. Check the condition of the gauge and its compatibility with the extinguisher.
5. Check the weight of the extinguisher.
6. Check the date of manufacture, last hydrotest & 6-year maintenance date.
7. Check the valve and shell for damage or corrosion.
8. Remove the hose and check the threads, inspect the hose for cracks or splits and the condition of the discharge horn.
9. Check the valve opening for powder or any foreign matter.
10. Remove the extinguisher seal & locking pin and check the upper and lower handles.
11. Replace the locking pin and reseal the extinguisher.
12. For dry extinguishers, fluff the powder by turning the extinguisher.
13. Clean the extinguisher.
14. Check the condition of the hose/horn retention band at the side of the extinguisher.
15. Check the extinguisher's classification and operating instructions legibility & properly tag the extinguisher.
16. Survey the hazard area to verify that the extinguisher classification corresponds with the hazard.
17. Check that the extinguisher is properly located within the normal path of travel, at a conspicuous height.
18. Check that the extinguisher is visible and unobstructed.
19. Replace the extinguisher on its hanger.
20. Compile a complete report of the inspection, explaining any deficiencies and recommending corrective action to be taken in accordance with recognized codes for care and maintenance.

Proposed Services

Fire Extinguisher Annual Maintenance (Plus Recharge and Testing) (Includes Tags and Tampers)

Fire Extinguisher Annual Maintenance (Per Unit) (Includes Tags and Tampers)



FIRE DETECTION & ALARM SYSTEMS

The proper inspection of the fire alarm and detection system is critical to the life safety of your building's occupants and the protection of your property. We will perform the inspection in accordance with local, state and federal codes with our certified technicians. The inspection will positively effect the operation of your system when called upon to do so. This process will minimize false alarms that interrupt business and impact your local emergency response personnel. Let the staff of Tri State Seacoast provide you with the peace of mind that your system will meet the fire codes and operate at peak performance.



The Inspection Will Include:

1. Inspect the system per NFPA standards to determine whether it is in service and in satisfactory condition.
2. Identify potentially detrimental site conditions that could compromise the performance of mechanical and/or electronic components of the system.
3. Inquire about any changes or modifications of the fire detection and alarm system and changes in operation or general occupancy since the last inspection.
4. Inspect the general condition and test the operation of the main and remote fire alarm panels.
5. Inspect and test smoke and heat detectors.
6. Inspect and test all enunciators and zones.
7. Inspect and meter all batteries.
8. Inspect all output relays and test their activation.
9. Inspect and exercise all flow switches, tamper switches and low-pressure alarms.
10. Verify that all signals are received by the central station or monitoring company, if applicable.
11. Clean the detectors as needed in accordance with the manufacturer's guidelines.
12. Test non-restorable heat detector circuits by simulating electrical operation at the wiring connection.
13. Perform functional test on all accessible heat-actuating devices.
14. Inspect and exercise all supervised control valves and switches.
15. Tag devices as required and perform all required record keeping.
16. Compile a complete report of the inspection.
17. Familiarize your staff with the proper operation of the equipment.

It is the Customer's responsibility to identify any system outputs that the Customer wishes not to be operated during the system inspection and testing as well as supply the keys, access codes, monitoring information and system wiring diagram.

Proposed Services

Inspect Hardwired Fire Alarm Control Panel (Includes Batteries)
Test and Inspection (Pull Station)
Test & Inspection (Smoke Detector)
Input/Output Functional Test (AVS/Horn/Etc.)



KITCHEN FIRE SUPPRESSION SYSTEM INSPECTION

Our professionally trained and certified technicians will perform the kitchen fire suppression system inspection to meet the local, state and federal codes and insurance company requirements. You will gain the peace of mind that your system was expertly inspected to meet the manufacturer's recommendations. Eliminating false discharges and system failures that cause downtime will be our highest priority. We will present you with a detailed inspection report and certification tag as well as professional instruction for your personnel on the use and care of your kitchen fire suppression system.



The Inspection Will Include:

1. Inspect the system to determine whether it is in service and in satisfactory condition in accordance with NFPA standards.
2. Identify potentially detrimental site conditions that could compromise the performance of mechanical and/or electronic components of the system.
3. Test remote pulls and the manual release of the system.
4. Perform an automatic trip test & verify mechanical operation of the system.
5. Verify gas & electric shutoff functionality.
6. Replace fusible links where required.
7. Check system components for cleanliness.
8. Restore & reset the system to normal operation and install new tamper device.
9. Inspect suppression agent cylinder.
10. Check that the last hydrotest test date is within code requirements.
11. Verify the cylinder/cartridge pressure, agent weight and condition.
12. Inspect and verify piping/bracing to manufacturer's specifications.
13. Inspect all nozzles and verify that they are properly aimed, free of blockage and have proper blow-off caps intact.
14. Verify that the Owner's Manual is available on-site.
15. Verify that a proper portable fire extinguisher is available in an easily seen, accessible location.
16. Inquire about general occupancy relating to the kitchen fire suppression system in accordance with NFPA standards.
17. Inspect for any changes in the hazard area that may affect the performance and reliability of the fire suppression system.
18. Tag devices as required and perform all required record keeping.
19. Compile a complete report of the inspection, explaining any deficiencies and recommending corrective action to be taken in accordance with recognized codes for care and maintenance.
20. Familiarize you with the proper operation of the equipment.

Proposed Services

Kitchen Fire Suppression System Inspection (Plus Fusible Links)



SPRINKLER SYSTEM INSPECTION

Proper preventative maintenance and inspection on sprinkler systems is essential to ensure they operate when you need them most. Protecting your property and occupants from fire is our company's key objective. We provide a thorough inspection in accordance with NFPA standards. We test the system and devices to ensure that all components are in working condition. Our programs provide automatic periodic inspections required by NFPA and the authority having jurisdiction. We document the system inspection as required, at the time of inspection. Fire sprinkler inspections are required on a monthly, quarterly, annually, and five-year basis. Let the staff of Tri State Seacoast Fire Protection provide you with the peace of mind that your system will meet the fire codes and operate at peak performance.



The Inspection Will Include:

1. Inspect the system to determine whether it is in service and in satisfactory condition in accordance with NFPA standards.
2. Identify site conditions that could compromise the performance of mechanical and electrical components of the system.
3. Inspect for adequate clearance, condition and position of the sprinkler heads to allow for proper distribution and activation.
4. Inspect the sprinkler control valves for proper position, condition, accessibility and appropriate signage.
5. Inspect and perform required water-flow tests for each system from main drain and inspector's test valve, weather permitting.
6. Visually Inspect the fire department connections, caps, threads, clappers check valves and drains.
7. Inspect and test the fire sprinkler system alarm components for satisfactory condition and operation.
8. Check spare head box for proper supply and proper wrench.
9. Inspect the general condition of visible and accessible sprinkler system piping, hangers, drain valves, gauges and related equipment.
10. Test the operation of system air compressors for proper activation and cut off, if applicable.
11. Test all low-pressure alarms, supervisory circuits and auxiliary functions for proper operation.
12. Review and inquire with the customer concerns or changes in building status and occupancy hazard classification that may affect the performance and reliability of the fire sprinkler system.
13. Tag devices as required and perform all required record keeping.
14. Compile a complete report of the inspection, explaining any deficiencies and recommending corrective actions to be taken in accordance with local codes and fire standards.
15. The inspection does not include a design evaluation on engineering analysis.
16. We will accept liability to the extent of our negligence up to the contract amount of our annual inspection agreement.

Proposed Services

Fire Sprinkler System Inspection (Dry System) (Includes Two Tamper and Flow Switches and Four Low Point Drains)

Pricing Summary

Pricing in effect 03/17/2014 until 05/16/2014.

Location: 1950 Lafayette Rd Portsmouth, NH

| Portable Fire Extinguishers, Test and Inspect | Quantity | Frequency | Annual Price \$61.75 |
|--|-----------------|--------------------|----------------------------------|
| Fire Extinguisher Annual Maintenance (Plus Recharge and Testing) (Includes Tags and Tampers) | 1 | 49.75/Annual | 49.75 |
| Fire Extinguisher Annual Maintenance (Per Unit) (Includes Tags and Tampers) | 3 | 4.00/Annual | 12.00 |
| Fire Sprinkler Systems, Test and Inspect | Quantity | Frequency | Annual Price \$471.00 |
| Fire Sprinkler System Inspection (Dry System) (Includes Two Tampers and Flow Switches and Four Low Point Drains) | 1 | 471.00/Annual | 471.00 |
| Kitchen Fire Suppression, Test and Inspect | Quantity | Frequency | Annual Price \$210.00 |
| Kitchen Fire Suppression System Inspection (Plus Fusible Links) | 1 | 105.00/Semi-Annual | 210.00 |
| Fire Alarms, Test and Inspect | Quantity | Frequency | Annual Price \$335.50 |
| Inspect Hardwired Fire Alarm Control Panel (Includes Batteries) | 1 | 250.00/Annual | 250.00 |
| Test and Inspection (Pull Station) | 5 | 4.00/Annual | 20.00 |
| Test & Inspection (Smoke Detector) | 3 | 8.50/Annual | 25.50 |
| Input/Output Functional Test (AVS/Horn/Etc.) | 10 | 4.00/Annual | 40.00 |

Total Annual Price: \$1078.25



INSPECTION PROPOSAL AND CONTRACT

| | | | | | | | | | | | | | | |
|---|--|--|-------------------|----------------|--|----------------------|-------------|--------------------|----------------|----------------|----------------------|--|--------------------|-------------------|
| Contract #: 0010002239 | Sales Rep: Allison Karpiak | Date: 03/17/2014 | | | | | | | | | | | | |
| Customer Contact: Jessica Hurteau Office Phone: 603-430-5430 Fax Number: | Invoice To: Living Innovations- Portsmouth 1950 Lafayette Rd Portsmouth, NH 03801 | Job Site: 1950 Lafayette Rd Portsmouth, NH | | | | | | | | | | | | |
| <table border="0"><tr><td>DEPOSIT: \$ _____</td><td>PAYMENT TERMS:</td><td><input checked="" type="checkbox"/> NET 10 <input type="checkbox"/> COD <input type="checkbox"/> CC <input type="checkbox"/> Prepaid</td></tr><tr><td>BALANCE DUE \$ _____</td><td>Name: _____</td><td>Card type/#: _____</td></tr><tr><td>TERM: 1 years.</td><td>Address: _____</td><td>Security Code: _____</td></tr><tr><td></td><td>City/St/Zip: _____</td><td>Expiration: _____</td></tr></table> | | | DEPOSIT: \$ _____ | PAYMENT TERMS: | <input checked="" type="checkbox"/> NET 10 <input type="checkbox"/> COD <input type="checkbox"/> CC <input type="checkbox"/> Prepaid | BALANCE DUE \$ _____ | Name: _____ | Card type/#: _____ | TERM: 1 years. | Address: _____ | Security Code: _____ | | City/St/Zip: _____ | Expiration: _____ |
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| BALANCE DUE \$ _____ | Name: _____ | Card type/#: _____ | | | | | | | | | | | | |
| TERM: 1 years. | Address: _____ | Security Code: _____ | | | | | | | | | | | | |
| | City/St/Zip: _____ | Expiration: _____ | | | | | | | | | | | | |
| Inspection Type (See Pricing Summary for details) | | Due Date | | | | | | | | | | | | |
| Portable Fire Extinguishers | | March, 2014 | | | | | | | | | | | | |
| Kitchen Fire Suppression | | March, 2014 | | | | | | | | | | | | |
| Fire Alarms | | March, 2014 | | | | | | | | | | | | |
| Fire Sprinkler Systems | | March, 2014 | | | | | | | | | | | | |

IMPORTANT NOTICE TO CUSTOMER

Tri State Fire Protection, LLC, for and in consideration of the prices set forth herein, proposes to furnish the work, and/or materials hereinafter described, subject to the conditions outlined. This agreement consists of THIS AGREEMENT PAGE AND TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF OR ATTACHED HERETO, and is the complete agreement between the parties. Customer acknowledges that he has read this agreement, understands it, and agrees to be bound by its terms and conditions. Neither party shall be bound by any statements or representation not contained in this agreement.

ACCEPTED BY:

AUTHORIZED CUSTOMER SIGNATURE

EFFECTIVE DATE

PRINT NAME/TITLE OF PERSON SIGNING

TRI STATE FIRE SIGNATURE

PLEASE INITIAL REVERSE SIDE & RETURN BOTH SIDES

GENERAL PROVISIONS

The Proposal and Contract and applicable scope of service pages, these General Terms and Conditions, any Operational Terms and Conditions, and any applicable Special Terms and Conditions (collectively the "Agreement"), are intended by Tri State Fire Protection, LLC ("Tri State") and CUSTOMER as a final and exclusive expression of their agreement respecting the products and services to be provided. This Agreement supersedes any prior written or oral agreements between Tri State and CUSTOMER. Tri State is not bound by any provisions, printed or otherwise, at variance with this Agreement that may appear on any acknowledgement, purchase order or other form used by CUSTOMER, such provisions being expressly rejected. Any additional work at any location performed for CUSTOMER by Tri State will be included in subsequent invoices and shall be governed by this Agreement. No waiver or modification of any terms of this Agreement shall be binding on Tri State unless made in writing and signed by an officer of Tri State. If any provision of this Agreement is held by any court to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

Tri State will service one or more system(s) or equipment including hardware and/or software as described on front page or in the listed attachments ("Covered System(s)"). CUSTOMER shall promptly notify Tri State of any malfunction in the Covered System(s) which comes to CUSTOMER's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the date of the Agreement. If, upon initial inspection, Tri State determines that repairs are necessary, repair charges will be submitted for approval prior to any work. If Customer elects to not make the necessary repairs and incur such charges therefor, Tri State shall be relieved from any and all liability arising therefrom. All work will be performed unscheduled unless otherwise required or specified in the month due for service. If labor and parts coverage has been selected, this coverage will not begin until after a full evaluation & first inspection. It is expected that Tri State will be providing this coverage on a fully operational system without any defects. If defects or deficiencies are identified during first inspection, labor & parts coverage will not apply until these defects or deficiencies have been resolved.

PRICING

The price for work to be performed under this Agreement is on a time and material, fixed price or unit price basis and shall be based upon the prevailing Tri State prices for material, labor, and related items, in effect at the time supplied under this Agreement. Unit counts indicated are estimates; invoices will reflect actual work done. A hazardous material handling fee and/or truck charge may be added due to associated transportation costs.

ALTERATION OF TERMS

Tri State may alter the terms of this Agreement (including pricing) if not executed within 30 days of the date of this proposal.

PAYMENT

Unless otherwise agreed in writing between the parties, CUSTOMER shall pay Tri State per the terms noted (but not more than thirty days) on this Proposal and Contract (the "Contract"). If Tri State is requested by CUSTOMER to perform additional work beyond the scope of work set forth in the Contract, CUSTOMER shall pay Tri State per the terms noted from the date of the invoice or the date of completion of the work, whichever is earlier. CUSTOMER agrees to pay all taxes, permits, and other charges. If CUSTOMER fails to make any payment when due, Tri State shall have the right, at its sole discretion, to stop performing any Services and/or withhold delivery of materials until the account is current. CUSTOMER agrees to pay all costs of collection, including without limitation costs, fees and attorney fees. CUSTOMER's failure to make payment when due is a material breach of this Agreement. Amounts unpaid for 30 days or more shall bear interest at the rate of 1.5% per month.

TERM; AUTOMATIC RENEWAL

The term of this Agreement shall be as specified in the Contract (if none specified, term shall be one year from the date on the front side) and this Agreement shall automatically renew, with the exception of one-time service & repair work, at the then current pricing for successive one year term(s), unless either party exercises its right to terminate this Agreement, with or without cause, by giving sixty (60) days advance written notice of the expiration date.

SYSTEM EQUIPMENT; SECURITY

The purchase of equipment, materials or peripheral devices from Tri State shall be subject to the terms of this Agreement, not withstanding any different terms in CUSTOMER's purchase order. Customer hereby grants Tri State a security interest in all such equipment, materials or peripheral devices to secure Customer's obligations and authorizes Tri State to file a financing statement to perfect its security interest hereunder.

HAZARDOUS MATERIALS

CUSTOMER represents that, except to the extent that Tri State has been given written notice of the following hazards prior to the execution of this Agreement, to the best of CUSTOMER's knowledge there is no (i) "permit confined space," as defined by OSHA; (ii) risk of infectious disease; (iii) need for air monitoring, respiratory protection, or other medical risk; or asbestos-containing material,

formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement. All of the foregoing are hereinafter referred to as "hazardous conditions". If hazardous conditions are encountered by Tri State during the course of Tri State's work, Tri State shall have no obligation to further perform in the area where the hazardous condition exists until the area has been made safe by CUSTOMER, and CUSTOMER shall pay disruption expenses and re-mobilization expenses as determined by Tri State. CUSTOMER shall indemnify and hold Tri State harmless for any damages resulting from the exposure of workers to hazardous conditions, including damages for bodily injury and/or property damage, any consequential or indirect damages, attorneys' fees and/or expert costs incurred in connection with any such event, regardless of whether CUSTOMER notifies Tri State of the existence of said hazardous conditions. Tri State shall not be responsible for the removal and/or disposal of any hazardous materials.

LIMITED WARRANTY & DISCLAIMER

Tri State warrants that the Products furnished hereunder will be free from defects in materials and workmanship for a period of ninety (90) days from the date of furnishing. Tri State warrants that services will be performed in accordance with generally accepted standards in the field. Products or services not in conformance with the above warranty shall be repaired, replaced, re-performed or subject to refund, at Tri State's election, as Customer's sole remedy. Notwithstanding the foregoing, where Tri State provides products manufactured by a third party, Tri State will warrant such products or equipment only to the extent warranted by such third party. Except as expressly set forth herein, Tri State disclaims all warranties, express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose with respect to the services performed or the products or equipment supported hereunder.

LIMITATIONS ON LIABILITY AND REMEDIES
CUSTOMER AGREES THAT TRI STATE, OR ANY OF ITS MANAGERS, MEMBERS, OFFICERS, EMPLOYEES OR AFFILIATES (COLLECTIVELY, THE "TRI STATE PARTIES"), LIABILITY FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGREEMENT PRICE, OR WHERE THE TIME AND MATERIAL TERM IS SELECTED, CUSTOMER'S ANNUAL TIME AND MATERIALS PAYMENT TO TRI STATE.

FOR MULTIPLE SITES COVERED BY THIS AGREEMENT, LIABILITY SHALL BE LIMITED TO THE AMOUNT OF THE AGREEMENT PRICE ALLOCABLE TO THE SITE WHERE THE INCIDENT OCCURRED. SUCH SUM SHALL BE COMPLETE AND EXCLUSIVE AND SHALL BE PAID AND RECEIVED AS LIQUIDATED DAMAGES AND NOT AS A PENALTY.

CUSTOMER FURTHER AGREES TRI STATE PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY ECONOMIC LOSS DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE OR FAILURE OF THE COVERED SYSTEM(S). IN NO EVENT, SHALL ANY TRI STATE PARTY BE LIABLE FOR ANY CLAIMS ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, OR MOVEMENT OF THE COVERED SYSTEM(S) OR ANY PARTS BY CUSTOMER OR ANY THIRD PARTY.

INSURANCE

CUSTOMER has selected the service level it desires after considering and balancing various levels of protections afforded, and their related costs. It is understood and agreed by CUSTOMER that Tri State is not an insurer and that insurance covering personal injury and property damage on CUSTOMER's premises shall be obtained by CUSTOMER; that CUSTOMER agrees to look exclusively to CUSTOMER's insurer to recover for injuries or damage in the event of any loss or injury; that the amounts payable to Tri State hereunder are based upon the value of the services and the scope of liability set forth herein; that Tri State is not guaranteeing that no loss will occur; and CUSTOMER agrees that Tri State is not responsible for any losses which may occur.

CUSTOMER does hereby, for itself and all others claiming for it under this Agreement, release and discharge Tri State from and against all hazards covered by all of CUSTOMER's insurance, it being expressly agreed and understood that no insurance company will have any right of subrogation against Tri State.

INDEMNITY

Customer agrees to indemnify, hold harmless and defend the Tri State Parties against all losses, damages costs and expenses 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 relating in any way to CUSTOMER's failure to maintain the Covered System(s) or in any way related to this Agreement, whether such claims are based upon contract, warranty, tort, strict liability or otherwise. Tri State reserves the right to select counsel to represent it in any such action. Furthermore, Tri State shall be entitled to recover from CUSTOMER all reasonable legal fees incurred in connection with Tri State enforcing this Agreement.

ONE-YEAR LIMITATION ON ACTIONS; CHOICE OF LAW

It is agreed that no suit or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter. The laws of New Hampshire shall govern the validity, enforceability, and interpretation of this Agreement.

ASSIGNMENT

CUSTOMER may not assign this Agreement without Tri State's prior written consent. This Agreement is freely assignable by Tri State without obtaining CUSTOMER'S consent.

REPORTS

Where inspection and/or test services are selected, where applicable, Tri State may submit a copy of its report to the local authority having jurisdiction. The report and recommendations by Tri State are only advisory in nature and are intended to assist CUSTOMER in reducing the risk of loss to property by indicating obvious defects or impairments of the inspected equipment. They are not intended to imply that no other defects or hazards exist with respect to the Covered System(s), equipment, or components. Final responsibility for the condition and operation of the Covered System(s), equipment and components lies with CUSTOMER. Unless otherwise specified in this Agreement, the inspection (and, if specified, testing) provided under this Agreement does not include any maintenance, repairs, replacement of parts, or any field adjustments whatsoever.

WORK NOT INCLUDED

Repair, replacement, and emergency response obligations, if any, apply only to the components or equipment constituting the Covered System(s). This Agreement expressly excludes reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of equipment by others or changes to CUSTOMER premises; vandalism; or by corrosion (including but not limited to MIC) lightning, electrical storm, severe weather, water, accident, fire, act of God, power failure or any other cause beyond Tri State's control. This Agreement does not cover systems, equipment, components or parts which are below grade or exterior to the building, or non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, piping, system upgrades or the replacement or repair of obsolete equipment or parts. Tri State is not responsible for any structural or cosmetic infrastructure such as ceiling work, sheet rock patching or painting in accessing concealed equipment.

CLEANING SERVICES

Customer understands and agrees that any hood, duct & HVAC cleaning services may be performed by Tri State Hood & Duct, LLC under these same terms. Cancellation policy for hood & duct cleaning is a \$250.00 charge should CUSTOMER cancel inside of 24 hours of the agreed schedule. If our technicians arrive on site for the scheduled appointment and are unable to perform the cleaning due to site circumstances and/or customer issues, a charge of 4 hours of labor or cost of cleaning (whichever is less) will be incurred. Tri State nor Tri State Hood & Duct shall be responsible for existing grease and/or mess on the roof; or any damage caused by existing grease unless specified in this agreement. Any non-flat roof or pitched roofs require CUSTOMER to provide at its expense scaffolding and/or a man lift to safely access roof top equipment. If a safe environment for accessing these roof types does not exist, we may at our discretion elect to not access the roof. CUSTOMER must provide unobstructed access to all roof top components and inside ducts & hoods. Any fan housing raised more than 2 feet above roof requires a hinge kit. Not following NFPA prescribed inspection/service frequencies voids warranty.

ALARM MONITORING SERVICES

Any alarm monitoring services will be provided to CUSTOMER pursuant to the terms and conditions of a service agreement entered into by CUSTOMER and a third party monitoring service company. Tri State shall bear no liability whatsoever in connection with the performance or nonperformance of such monitoring services.

EMERGENCY SERVICE EXCLUSIONS

If Emergency Services are included, the Agreement price does not include travel expenses, parts and labor charges required as a result of accident, fire, storm, water, negligence, misuse, vandalism, power failure, current fluctuations, lightning strikes, failure of parts, attachments, or devices installed by a third party, or any other cause external to the Covered System(s).

FORCE MAJEURE

Tri State shall not be responsible for damage or failure to render Services due to causes beyond its control, including but not limited to work stoppages, fires, acts of God, or any other cause beyond its control.

CUSTOMER'S RESPONSIBILITIES

CUSTOMER further agrees to (i) provide Tri State access to the Covered System(s) to be serviced; (ii) supply suitable electrical service, heat, heat tracing, and adequate water supply; (iii) provide a safe work environment; and (iv) in the event of an emergency or failure of the Covered System(s) to take reasonable safety precautions to protect against personal injury, death, and property damage; (v) follow NFPA prescribed inspection/service frequencies.