



A Division of Dart Electronics, Inc. ®

License # EF-0000114

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PLEASE REMIT TO: P.O. BOX 40696 - ST. PETERSBURG, FL 33743-0696

TEST AND CERTIFICATION AGREEMENT

DATE: April 20, 2018
 NAME: Covington Court- Mt. Vernon Bldg.
 ADDRESS: 6370 1st Street North
 CITY, STATE, ZIP: St. Petersburg, FL 33716

Customer hereby orders DART ELECTRONICS, INC. and/or their agent(s), hereinafter referred to as "DART", a Florida Corporation doing business as SAFETY SYSTEMS SERVICE, and DART ELECTRONICS, INC. hereby agrees to provide such service on the following: FIRE SPRINKLER TEST AND CERTIFICATION "TRASH CHUTE ONLY"

Test Frequency (PLEASE CHECK ONE) ☐ SEMI ANNUAL ☐ QUARTERLY ☐ BIENNIAL ☒ ANNUAL

The Customer acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the Agreement between the parties which supersedes all proposals oral or written and all other communications and prior agreements between the parties relating to the subject matter of this Agreement. The terms of this Agreement may not be amended, modified, or rescinded except by written instrument signed by both parties.

ACCEPTANCE: Acceptance of this Agreement by Dart is contingent upon the absence of any mathematical error or deviation from Dart's standard prices. Unless advised to the contrary within fifteen (15) days from the signing of this agreement, Customer may consider this Agreement to have been accepted by Dart as written.

TERM: This Agreement will remain in force from the date signed and continue for a period of five years. Thereafter, it will be renewed for yearly periods unless terminated by either party by providing written notification of termination at least forty-five (45) days prior to the expiration date of this Agreement, and any renewal thereof. By payment of the invoice submitted at the time of renewal Customer accepts the terms and conditions of Dart's Test and Certification Agreement then in effect for the renewal.

SERVICE AVAILABILITY: Dart agrees to provide test and certification during Dart's normal business hours. This test includes: FIRE SPRINKLER INSPECTION ON THE TRASH CHUTE ONLY. UPON COMPLETION DART ELECTRONICS, INC. SHALL PROVIDE CERTIFICATION AS PER CODE REQUIREMENTS.

CHARGES: \$250.00 PER TEST AND CERTIFICATION

All Charges specified are those currently in effect and are subject to change at renewal. Alterations, attachments, features or specification changes may result in an adjustment of the charges. This price is based on performing the inspections during normal business hours from 8:00 am - 4:00 pm. After hours inspections shall incur an additional charge. A fuel surcharge shall be charged when the average cost per gallon of gasoline exceeds \$3.81 per gallon.

Test and Certification charges will be invoiced in advance. Payment is due within twenty (20) days of the invoice date subject to a late payment charge of 1.5% per month.

When, in Dart's judgment, a unit of equipment cannot be tested under this agreement, Dart will, at its sole option, either withdraw the unit from this agreement or submit a cost estimate for repairing, reconditioning or replacing the unit. Charges for repairing, reconditioning or replacing the unit will be list price in addition to test and certification charges.

TAXES: Customer shall be responsible for any sales, use or other taxes imposed by any government authority in connection with service as defined in this Agreement.

DEFAULT: If Customer does not pay the amount due hereunder, or breaches any of the terms of this Agreement, DART may, in addition to any other legal remedies it may have, either refuse to continue to test the equipment or furnish any service or future test only on a per call basis. Upon said default or attempt by Customer to terminate this Agreement prior to its termination date, Customer agrees to pay DART an amount equal to the remaining value of this Agreement which DART would receive in performing its test and certifications through the conclusion of the term of this Agreement. Customer also agrees to pay DART's cost and expenses of collection, including the maximum attorney's fee permitted by law.

SCOPE OF TEST: Customer acknowledges that the State of Florida requires testing and certification of certain systems. The scope of the test and certification to be performed by DART shall include those matters specifically set forth above in paragraph titled "SERVICE AVAILABILITY", and shall include a test of the devices which comprise the "Systems" DART and/or THEIR AGENTS shall attempt to coordinate its test in conjunction with others, such as the test of the sprinkler system, but DART and/or their AGENTS shall not be responsible to test those devices that are not set forth within this Agreement. DART and/or their AGENTS shall not be responsible for the condition of the customer's equipment and shall not be obligated to repair any damage to the system occurring in the performance of the test, except for any damage that is the result of DART's or AGENTS' willful negligence. DART and/or their AGENTS shall have no obligation or liability to test unknown devices or unknown portions of the system and it shall

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be the Customer's responsibility to provide DART and/or their AGENTS an accurate description of the entire system, including the location of all devices associated therewith. DART and/or their AGENTS shall not be responsible or obligated to test any portion of the system which is not accessible due to location, or height above twenty feet from the floor. Should the test performed by DART or their AGENTS reveal necessary repair of Customer's system, DART shall submit a cost estimate for repairing, reconditioning or replacing the unit and shall not be obligated to commence such repair, recondition, or replacement unless authorized and agreed to by Customer. In the event Customer makes any additions or upgrades to the devices and equipment comprising the system after the commencement of this Agreement, DART shall be entitled to increase its charges set forth herein for the additional time and material to perform future tests and certification after the initial test performed hereunder. The test and certification specifically does not include electrical work external to the equipment or maintenance accessories, attachments, or other devices, nor does it include the repair of damage to the system unless separately agreed to by the parties as set forth above.

ACCESS TO EQUIPMENT: DART and/or their AGENTS will have full and free access to the equipment to provide the test contemplated herein. Customer shall be responsible to insure such access is available on the scheduled day of the test, and if any portion of the system is inaccessible, DART shall not be responsible or obligated to return to Customer's premises to complete the test. If persons other than Dart representatives shall perform service or repair a unit of equipment, and as a result further repair by DART is required, such repairs will be made at DART's or their AGENTS applicable time and material rates and terms then in effect.

LIMITATION OF LIABILITY: IT IS UNDERSTOOD BY CUSTOMER AND AGREED BY THE PARTIES HERETO THAT SAFETY SYSTEMS, A DIVISION OF DART ELECTRONICS, INC. AND/OR THEIR AGENTS, IS NOT AN INSURER AND THAT INSURANCE, IF ANY, COVERING PERSONAL INJURY AND PROPERTY LOSS OR DAMAGE ON CUSTOMER'S PREMISES SHALL BE OBTAINED BY CUSTOMER. THAT THE PAYMENTS HEREIN BEFORE NAMED ARE BASED SOLELY UPON THE VALUE OF SERVICES AND MATERIALS PROVIDED BY DART AND/OR THEIR AGENTS FOR THE BENEFIT OF CUSTOMER AND SAID PAYMENTS ARE NOT SUFFICIENT TO GUARANTEE THAT NO LOSS WILL OCCUR, AND THAT DART AND/OR THEIR AGENTS DOES NOT ASSUME RESPONSIBILITY FOR ANY LOSS OCCASIONED BY MALFEASANCE IN THE PERFORMANCE OF THE EQUIPMENT OR SERVICES TESTED UNDER THIS CONTRACT OR FAILURE OF ANY KIND OF THE EQUIPMENT IDENTIFIED HEREIN OR FOR ANY LOSS OR DAMAGE SUSTAINED THROUGH BURGLARY, FIRE, THEFT, ROBBERY, OR OTHER CAUSE OR ANY LIABILITY ON THE PART OF DART OR THEIR AGENTS BY VIRTUE OF THIS AGREEMENT OR BECAUSE OF THE RELATIONSHIP HEREBY ESTABLISHED, WHETHER DUE TO THE ACTIVE OR PASSIVE NEGLIGENCE OF DART AND/OR THEIR AGENTS OR OTHERWISE, SUCH LIABILITY IS AND SHALL BE LIMITED TO THE SUM OF TEN PERCENT (10%) OF THE COST OF THE SERVICES OR A MAXIMUM OF TWO HUNDRED DOLLARS (\$200.00), WHICH SUM SHALL BE PAID AND RECEIVED AS LIQUIDATED DAMAGES. SINCE IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE DUE TO THE FAULTY OPERATION OF THE SYSTEM OR FAILURE OF SERVICES PROVIDED, THE PARTIES HAVE DETERMINED THAT THE LIABILITY LIMITATIONS HEREIN SET FORTH IS FIXED AS LIQUIDATED DAMAGES AND NOT AS PENALTY AND THIS LIABILITY LIMITATION SHALL BE COMPLETE AND EXCLUSIVE. THE PARTIES FURTHER AGREE THAT THE LIMITATION OF LIABILITY AS SET FORTH HEREIN SHALL APPLY IF ANY LOSS OR DAMAGE RESULTS DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY FROM THE PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS IMPOSED BY THIS AGREEMENT OR FROM NEGLIGENCE, ACTIVE OR PASSIVE OF DART, ITS AGENTS, OR EMPLOYEES. DART AND/OR THEIR AGENTS MAKES NO GUARANTEE OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, THAT THE SYSTEM OR SERVICES SUPPLIED WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEM OR SERVICES ARE DESIGNED TO DETECT. THE LIMITATION OF LIABILITY HEREIN IS UNRELATED TO THE VALUE OF CUSTOMER'S PREMISES AND SAID LIMITATION OF LIABILITY SHALL BE CONTROLLING IN ALL ACTIONS AGAINST DART AND/OR THEIR AGENTS RESULTING FROM LOSS OF SAID PROPERTY. DART AND/OR THEIR AGENTS ASSUME NO LIABILITY FOR ANY CLAIMS, DAMAGES OR LOSS TO THE PROPERTY OF ANY PERSON NOT A PARTY HERETO. IF ANY PERSON NOT A PARTY TO THIS AGREEMENT SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST DART OR THEIR AGENTS FOR FAILURE OF THE SYSTEMS OR SERVICE IN ANY RESPECT, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD DART AND/OR THEIR AGENTS HARMLESS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEY'S FEES.

GENERAL: This Agreement shall be governed by laws of the State of Florida. It constitutes the entire Agreement between customer and DART for the test of the system. The terms and conditions herein shall prevail notwithstanding any variance with the terms and conditions of any other submitted by Customer with respect to service.

ASSIGNABILITY OF CONTRACT: DART shall have the right to assign this Agreement to any other person, firm or corporation without notice to the Customer. This Agreement shall not be assignable by the Customer except upon written consent of Monitor first being obtained.

DART may terminate this Agreement at any time for failure of Customer to comply with any of its terms and conditions, subject to the remedies set forth in the default paragraph above. Customer may terminate this Agreement for failure of DART to comply with any of its terms and conditions in event Customer provides notice of the default in writing to DART and DART has not cured the same within forty-five (45) days of receipt of said notice. Customer represents that he/she/it is the owner of the equipment subject to this Agreement, or, if not the owner, has authority to enter into this Agreement.

DART shall not be responsible for delay or failure to render service due to strike, act of God, war, riots, or other disturbances, flood, fire and other causes beyond its control. The term "this Agreement" as used herein includes any future written amendments, modifications or supplements made in accordance herewith. This Agreement shall be binding upon and shall inure to the benefit of their successors and assigns of the parties hereto, including any entity which may purchase the property of the Customer in which the system is located. This agreement shall be governed by and construed in accordance with the laws of the State of Florida and the prevailing Federal laws. All monies due under this Agreement shall be payable at DART's main office in St. Petersburg, Pinellas County, Florida. In consideration for DART entering into this Agreement, Customer consents to the jurisdiction of any Court within Pinellas County, Florida and agrees that all litigation regarding this Agreement shall be brought only in Pinellas County, Florida and Customer, by execution by this Agreement specifically waives his or their privilege of venue in suits brought under this Agreement.

COMMENCEMENT DATE: 4/30/16

DART ELECTRONICS, INC.
DANIEL P. MCGEEHAN

Representative

Official

Mt. Vernon Hermitage Association
Firm Name of Purchaser

Judelyn Chipelo
Signature of Individual

Board Member
Partner or Title

6360 63rd St
Address (Chief place of Business)

North
St. Petersburg, FL 33702

PO Box 40696 - St. Petersburg, FL 33743 / 5390 Park Boulevard - Pinellas Park, FL 33781
800-282-9706 - 727-544-8564 - 352-854-5665

727-545-1476 - Fax

service@dartelectronicsinc.com - E-mail