



1485-A Tuskegee Place
Colorado Springs, CO 80915
(719) 578-1822 (719) 578-1831
www.wsfpc.com

3-D / BIM DESIGN



FIRE PROTECTION SYSTEMS
DESIGN FABRICATIONS INSTALLATION
Commercial Industrial Residential
Special Hazards High Tech Defense Hangars Retrofit
Inspection Maintenance Service
Colorado License # 0032

2022 Inspection Renewal Agreement

Date: 18-Jul-22

PROPOSAL SUBMITTED TO:	Hartsock Village Condos c/o Z&R Property Management	PHONE:	719-594-0506
STREET ADDRESS:	6015 Lehman Dr Ste 205	FAX NUMBER:	hector@zandrmgmt.com
CITY, STATE, ZIP CODE:	Colorado Springs, CO 80918	JOB NAME:	Hartsock Village Condos
TO THE ATTENTION OF:	Hector Combest	JOB LOCATION:	3755-3765 Hartsock Village Lane Colorado Springs, CO 80917

Thank you for the opportunity to provide our quotation for inspection and testing of your Fire Protection Systems & Equipment.
NFPA-72 Chapter 14 requires a maintenance program to be in place for your Fire Protection Systems. The attentions pertinent to your fire systems are delineated in NFPA-72, Chapter 14, Table 14.4.5. The requirement for detector sensitivity testing is described in NFPA-72 Chapter 14.4.5.3. Fire sprinkler testing is governed by NFPA-13 and NFPA-25. Fire Extinguishers are governed by NFPA-10 and manufacturers specifications. Kitchen Suppression is governed by NFPA-17A and manufacturers specifications. Backflow certifications are required by State and Local Authorities.

SECTION II: SCOPE OF WORK

The parties agree, subject to the terms, limitations and exclusions contained herein, to commit to the following scope of work:

The Following Equipment is Included in our Scope of Work:

Control Panel	2	Elevator Recall	2	Standpipes	0
Remote Power Supply	6	Remote Test Switch	0	Clean Agent	0
Annunciator	2	Aborts	0	Control Valves	14
Detectors, Smoke	51	Manual Pulls	25	Flow Switch/Low Air	4
Detectors, Duct	0	Horns	118	Tamper Switch	8
Detectors, Heat	2	Strobes	0	Deluge System	0
Detectors, Beam	0	Speaker/Strobes	0	Dry System	0
Detectors, Other	7	Horn/Strobes	47	Pre-Action System	0
Door Holders/Closers	2	Extinguishers	18	Back Flow Preventers	6
AHU Shutdowns	0	Kitchen Hoods	0	Wet/AF Sprinkler Systems	6
Rolling Doors	0	Emergency/Exit Lights	69	Fire Pump/Jockey Pump	0
				Fire Hydrants	4

Fire Alarm Test & Inspection - Normal Business Hours

AUG \$1,155

Annual functional test of the *Fire Alarm* system and phone dialer.

Annual testing of control panel and remote power supply batteries including 30 minute discharge and load tests.

Annual test of control panel fuses, interfaced equipment, control features, lamps and LEDs.

Annual test of all indicating devices including strobes and horn/strobes.

Annual test of all initiating devices including smokes, heats, ducts detectors and manual pull stations.

Excludes: Detector Sensitivity Testing (required every other year) will be priced separately.

Fire Sprinklers - Normal Business Hours

AUG \$1,000

Annual test and inspection of the *Wet & Antifreeze* fire sprinkler systems.

Includes main drain flow test to function the fire alarm flow switch(s).

Includes sample test of the anti-freeze solution to verify approximate freeze point.

Includes testing of all known tamper / supervisory switch(s).

Includes visual inspection of exposed components, piping, sprinklers, control valves, & FDC

Property Management to provide access to apartments and must accompany inspectors into each unit.

Property Management to notify tenants that we will need to gain access to each unit to inspection the fire sprinkler system

Fire Hydrant

Includes flow test, lube and color-code of (4) private *Fire Hydrants*.

*Ambient temperatures must be above 40 degrees to flow hydrants

AUG \$260

Backflows - At time of Inspection

Annual test of (6) backflow devices

Additional backflows @ \$65.00/Each

AUG \$390

Portable Extinguishers - At time of Inspection

Annual maintenance of up to (18) portable ABC fire extinguishers

Additional extinguishers @ \$7.00/Each

Deficiency repairs will be priced separately.

AUG \$200

Emergency/Exit Lights - At time of Inspection

Annual test & inspection of (69) Emergency/Exit Lights

Additional Emergency Lights @ \$10.00/Each

Deficiency repairs will be priced separately.

AUG \$600

*CSFD report submittal fee

\$160

TOTAL \$3,765

Western States Fire Protection will provide a complete "Report of Inspection", explain deficiencies found, corrective action recommended and explanation of "no" answers.

"Due to the existing pandemic involving COVID-19 and the constantly evolving situation, which includes shut downs of definite and indefinite durations by the federal, state, and local governments, quarantines, business shut downs, transportation interruptions, disruptions in the supply chain of certain materials, supplies, or equipment, disruptions to public services, temporary suspensions of work on site, or the unavailability or reduced availability of manpower, the parties agree that if Subcontractor (WSFP) is hindered, prevented or delayed at any time in the commencement or progress of the work for a cause arising from or related to COVID-19, including but not limited to any of the examples above, Subcontractor shall be entitled to an extension of the Contract time. Furthermore, Subcontractor shall be entitled to additional compensation for increased costs associated with the high demand for specified materials, for increased costs associated with any proposed substitute approved by Contractor or Owner, or any other similar cost increase outside the control of Subcontractor."

Continuous Operation: PM or Buyer will ensure all operations are continuous, scheduled and completed in accordance of suggested sequence throughout the project. If lost time occurs due to delays caused by others for any reason, PM or Buyer will reimburse for additional travel and cost of lost time.

WSFP shall not be held liable for errors and omissions in designs by others, inadequacies of specified materials, indirect loss or damage.

The Company will be permitted, at all reasonable times, to enter the property indicated above to conduct the inspection as outlined in this agreement. The Company will be permitted to gather information, data on the Subscribers systems (outlined in this agreement) and retain that information, data for use as the Company deems necessary. The Company may or may not use software to collect, view and or store collected information, data in any format necessary to use as needed.

Unless otherwise specified, all work is to be conducted during normal working hours 7:00AM – 4:00PM, - Monday -Friday, excluding holidays. We exclude all permits and costs associated with capture and testing of discharged water as outlined in the 10/2011 draft from the Colo Dept of Public Health and Environment, all work in any area with asbestos, work on 110vac circuits, sales tax and cosmetic repair work. Renewal costs may be influenced by fuel costs, strikes, acts of God, etc. WSFP reserves the right to account for these issues at renewal. Unless specifically agreed, all repair work and/or replacement of parts will be billed at \$135.00/hr during normal working hours. Technician/Fitter cost is calculated portal to portal. Please note our "Terms and Conditions" are hereby included within this proposal. This proposal is good for 30 days.

Thank you once again for the opportunity to provide our quotation. Should you have questions please do not hesitate to contact me.

Partnering with You for Safety!

Western States Fire Protection Company

Debra Hopper

Direct

719-235-5097

Fax

719-218-9385

debra.hopper@wsfp.us

24 Hr Emergency Service

719-578-1822



Inspection Agreement

This Agreement dated 8/1, 2022 hereinafter referred to as "the Agreement," by and between Western States Fire Protection Co. hereinafter referred to as "the Company," and HARTSOCK VILLAGE CONDOS c/o Z&R Property Manag with offices for the purposes of billing and legal service as noted below in "Owners &/or Authorized Representative's Information" hereinafter called "the Subscriber," hereby agree to the following terms of inspection of the property outlined below owned and/or occupied by the Subscriber, hereinafter referred to as "the Property."

SECTION I: Owner's &/or Authorized Representative's Information

The Subscriber represents that the following information is true and correct and understands that the Company is relying upon the accuracy of this information for the purposes of this Agreement.

Owner: HARTSOCK VILLAGE Billing Address (if different from owner or rep) _____
Owner's Address: 3755-65 HARTSOCK LN SAME
COLORADO SPRINGS, CO
80917

Owner's Phone : _____ DNBI # : _____
E-mail Address : _____

Authorized Representative: ROBERT REDER
(if not the owner)
Position/Title (see note 1 below): HOA - TREASURER
Representatives address: 3765 HARTSOCK LN - UNIT 204

Representative's Phone 630-965-5617 Fax : _____
E-mail Address : rreder46@aol.com

Note 1: If this Agreement is signed by a person other than the owner, he or she certifies by their signature hereon that they are authorized to act as the property owner's agent and as such may enter into binding agreement(s) on behalf of the property owner.

Property Information (from owner or his representative)

Name of Property to be inspected: Hartsock Village Condos
Physical Property Address: 3755-3765 Hartsock Village Lane
Colorado Springs, CO 80917

Is there on-site maintenance, management, or other building security and/or supervision? Y ☐ N ☒

If yes, Company: _____ Contact: _____
Phone: _____ Fax: _____

Is access to the building or property limited or restricted in any way? Y ☒ N ☐

If yes, describe: ENTRY CODE BOX

Is the building occupied? Y ☒ N ☐

If occupied, by whom if different from the above:

Name: HOMEOWNERS Phone: _____ Contact: _____

If not, last occupied by whom?

Name: _____ Phone: _____ Contact: _____

When? _____

To your knowledge has the classification and hazard of the building and its contents changed since the last inspection? Y ☐ N ☒ If yes, describe:

Who conducted the last inspection? WESTERN STATES F.P.

Date last inspected: AUG-2021

Are all protection systems in service? Y ☒ N ☐ If not, which protection systems are not in service and why?

To your knowledge has there been any modification to the protection systems, building floor plan, storage configurations, etc. since the last inspection? Y ☐ N ☒ If yes, describe reason(s) for modifications, and performed by whom?

To your knowledge has there been any actuation(s) of devices, systems, alarms since the last inspection?

Y ☐ N ☒ If yes, please describe: _____

Inspections to be performed during the following hours:

<input checked="" type="checkbox"/> Normal Business Hours 7am – 4pm, Mon – Fri	\$ 3765.00	p/yr additional charge
<input type="checkbox"/> After Hours and/or Saturday	\$	p/yr additional charge
<input type="checkbox"/> Double Time, Sundays & Holidays	\$	p/yr additional charge

SECTION III: TERM

- | | |
|--|--------------------------------|
| <input type="checkbox"/> One Year (1) \$ 3765.00 | AUGUST 1, 2022 - JULY 31, 2023 |
| <input type="checkbox"/> Two Year (2) \$ 7530.00 | AUGUST 1, 2022 - JULY 31, 2024 |
| <input checked="" type="checkbox"/> Three Year (3) \$ 11295.00 | AUGUST 1, 2022 - JULY 31, 2025 |
| <input type="checkbox"/> Five Year (5) \$ | |

FULL CONTRACT VALUE \$

*Upon renewal date, contracts will automatically renew with 5% increase unless notified in advance by a 30-day written notice.
Multi-year contracts will not have yearly 5% increases until full term has expired*

SECTION IV: PAY SCHEDULE

Payment: In consideration of the above outlined service(s) the Subscriber agrees to pay the sum plus applicable state and local sales and/or use taxes as follows:

INSPECTIONS:

☒ **Upon Completion of Inspection as per Section II, Scope of Work & Schedule**

Year 1 \$ 3765.00 p/yr
Year 2 \$ 3765.00 p/yr
Year 3 \$ 3765.00 p/yr
Year 4 \$ p/yr
Year 5 \$ p/yr

MONITORING (bills separately through Cornerstone):

☐ **Annually**

Yearly \$ NA p/year + any applicable reprogram fees in year 1

All invoices due within ten (10) days of generated invoice date

SECTION V: TERMS AND CONDITIONS

1. SERVICE OF THE FIRE PROTECTION EQUIPMENT: The Client agrees to purchase, and Company agrees to provide in accordance with these terms and conditions services for the purpose of inspecting and testing Client's fire protection equipment in accordance with the terms and condition of this agreement. The Company will be permitted, at all reasonable times, to enter the Property indicated above to conduct the inspection and testing as outlined in this Agreement. The Company will be permitted to gather information, data on the Subscriber's systems (outlined in this agreement) and retain that information, data for use as the Company deems necessary. The Company may or may not use software to collect, view and or store collected information, data in any format necessary to use as needed.

2. TERMS AND RENEWAL OF AGREEMENT: Client agrees and acknowledges that this Agreement shall commence on the Effective Date or from the date of acceptance by Company whichever occurs later unless terminated as provided herein and continue for the term indicated by customer in Section III: TERM (the initial term). At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then current term.

3. PRICE AND PAYMENT: The charge for the work agreed to be performed herein shall include all labor, as described in paragraph 4.A, per diem and travel. Client agrees to pay company for the Term(s) of this

Agreement, Company's applicable charges for testing and inspection services and for service calls as set forth under this Agreement. With approved credit, all invoices are due and payable in full according to the stated terms, net 30 days and interest at a rate of (1 ½%) on all unpaid invoices (30) days past due. If payment for work provided in this agreement is not paid when due, Client agrees to pay all costs of collection including attorneys' fees. Charges for inspection services or rates for basic or emergency service in any subsequent year of this agreement shall not exceed 115% of the prior year.

4. INSPECTIONS AND SERVICE: For the agreed upon amount, as shown on the attached Proposal, during the term(s) of this Agreement, Company agrees to provide inspection, certification, service and parts as follows:

A. Periodic inspections of the fire protection equipment described in our attached Proposal means to inspect, test, and adjust the systems to assure components thereof are operating within the manufacturer's acceptable standards. Client will be notified, in writing, of any components found not to be within accepted operating standards. Sprinkler inspections are not intended to and will not address the adequacy of the system design or installation of systems not installed by WSFP. WSFP performs inspections of the sprinklers, pipe, fittings, and other components that are accessible and not in concealed spaces visually and from the floor of the facility, and only for the conditions listed in this report or as otherwise required by NFPA 25. Components will be repaired or replaced only upon written authorization of the Client and invoiced at the service rates (s) set forth under the Clarifications of the Proposal. The frequency of each inspection shall be identified within the Proposal, beginning with the first inspection.

B. Any additional work, material or services outside the scope of this Agreement, which is requested by the Client and furnished by the Company, may be provided by the Company at its sole discretion. Further, such additional work, material or services shall be delivered under the terms of this Agreement, and by execution hereof. Client acknowledges that this Section V shall be incorporated into and become a part of any order for such additional work, equipment or services.

C. If in the sole determination of the Company, and at any time prior to or during the term of this Agreement, the equipment or any portion of it cannot be adequately inspected, repaired or adjusted on-site to bring it to an acceptable condition, Company shall have the right, at its discretion, to cancel this Agreement. If, alternatively and in the sole determination of the Company, portions of the system cannot be brought up to acceptable level of operation through service and maintenance, in lieu of canceling the Agreement, Company may reduce the scope of the work and the inspection and maintenance charge shall be adjusted accordingly.

D. Repair(s), diagnosis, addition(s) change(s), relocation(s) or emergency services are not included within the inspection amount quoted. These services will not be provided without the authorization of the Client and will be invoiced at the company's then current hourly rate for services, including travel charges and per-diem. Service calls during normal working hours will be invoiced based upon cost portal to portal and a (2) hour minimum. After hours service calls will be based upon portal to portal and a (3) hour minimum. Client also agreed to pay Company an overtime rate of (1 ½) times the hourly rate for service(s) required at other than normal working hours for the Company except for Sundays and Holidays which will be at an overtime rate of (2) times the hourly rate of service. Normal working hours for the Company are, 7:00 AM – 4:00 PM, Monday through Friday, excluding holidays. Service parts and applicable material will be charged out in accordance with Company's current established pricing, not to exceed the Manufacturer's current published list price.

5. LIMITATION OF LIABILITY: CLIENT ACKNOWLEDGES THAT COMPANY IS NOT AN INSURER, THAT CLIENT SHALL OBTAIN THE TYPE AND AMOUNT OF INSURANCE COVERAGE WHICH IT DETERMINES NECESSARY, AND THAT THE PAYMENTS MADE TO COMPANY BY CLIENT ON THIS PROJECT ARE BASED UPON THE VALUE OF THE SYSTEM AND/OR SERVICES PROVIDED AND ARE UNRELATED TO THE VALUE OF CLIENT'S PROPERTY OR BUSINESS OR ANY POTENTIAL LIABILITY OF DAMAGE TO CLIENT ARISING OUT OF THE WORK PERFORMED BY COMPANY. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS TO THE CLIENT AND TO COMPANY RESULTING FROM THE WORK PERFORMED BY COMPANY, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT, AS WELL AS THE CLIENT'S ASSIGNS, AGENTS, AND REPRESENTATIVES, AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES AND COMPANY'S PARENT, SUBSIDIARIES, AFFILIATES, CONSULTANTS, SUBCONTRACTORS, VENDORS, TO A MAXIMUM OF \$10,000 OR THE AMOUNT OF THE CONTRACT/PRICE OF WORK BEING PERFORMED, WHICHEVER IS LESS, AND CLIENT DOES

HEREBY RELEASE WESTERN STATES FIRE PROTECTION COMPANY FROM ANY CLAIMS IN EXCESS OF SAID LIMIT. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL JUDGMENTS, CLAIMS, LIABILITY, COSTS, CLAIM EXPENSES, AND ALL OTHER DAMAGES OR LOSSES OF ANY NATURE, INCLUDING ATTORNEYS' FEES (COLLECTIVELY "DAMAGES") SUSTAINED BY CLIENT OR ANY OTHER PARTY CLAIMING BY OR THROUGH CLIENT. THIS LIMITATION OF LIABILITY SHALL APPLY, 1.) REGARDLESS OF THE AMOUNT OF ANY DAMAGES SUSTAINED, IF ANY, AS A RESULT OF THIS WORK; AND, 2.) EVEN IF THE DAMAGES ARE ACTUALLY CAUSED OR ALLEGED TO BE CAUSED BY THE NEGLIGENCE, BREACH OF WARRANTY, VIOLATION OF A STATUTE, ORDINANCE, REGULATION, STANDARD OR RULE, DEFECTIVE PRODUCTS, OR OTHER FAULT OF COMPANY OR COMPANY'S PARENT, SUBSIDIARIES, AFFILIATES, CONSULTANTS, SUBCONTRACTORS, VENDORS, OR THEIR RESPECTIVE EMPLOYEES, AGENTS OR REPRESENTATIVES. SHOULD CLIENT DESIRE A DIFFERENT LIMITATION OF LIABILITY, SUCH IS AVAILABLE AS AN ADDITIONAL SERVICE AT AN ADDITIONAL COST. CLIENT AGREES TO REQUIRE IT INSURANCE POLICIES TO BE ENDORSED SO AS TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST COMPANY.

6. WARRANTIES:

A. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATEVER, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THERE ARE NO WARRANTIES OR REPRESENTATIONS WHICH EXTEND BEYOND THE FACE OF THIS AGREEMENT.

B. COMPANY DOES WARRANT THAT SERVICE UNDER THIS AGREEMENT WILL BE COMPETENT AND THAT PARTS INSTALLED ON THE SYSTEM IN CONNECTION WITH SERVICE PROVIDED UNDER THIS AGREEMENT WILL MEET MANUFACTURER'S SPECIFICATIONS AT THE TIME THEY ARE INSTALLED. FAILURES TO PERFORM CONSISTENTLY WITH THIS WARRANTY WILL BE REMEDIED SOLELY BY THE COMPANY DURING THE TERM OF THIS AGREEMENT, BY CORRECTLY RE-PERFORMING NONCOMPLYING SERVICE(S) OR REPAIRING OR REPLACING DEFECTIVE MATERIALS PROVIDED BY THE COMPANY, UPON WRITTEN NOTICE TO THE COMPANY BY THE CLIENT DURING THE TERM(S) OF THIS AGREEMENT.

C. THE COMPANY DOES NOT KNOW AND DOES NOT REPRESENT THAT THE CURRENT FIRE PROTECTION SYSTEM ON THE PROPERTY OF CLIENT WAS ORIGINALLY DESIGNED AND INSTALLED IN SUCH A WAY THAT THE SYSTEM WILL PERFORM AS ORIGINALLY INTENDED OR IS SUITABLE AND SUFFICIENT FOR ITS INTENDED PURPOSE GIVEN THE WAY IN WHICH THE PROPERTY HAS BEEN OR WILL BE USED, RECONFIGURED OR MAINTAINED. THIS AGREEMENT IS NOT A GUARANTEE OR WARRANTY THAT THE SYSTEM WILL IN ALL CASES (i) PROVIDE THE LEVEL OF PROTECTION FOR WHICH IT WAS ORIGINALLY INTENDED, (ii) IS FREE OF ALL DEFECTS AND DEFICIENCIES, AND (iii) IS IN COMPLIANCE WITH ALL APPLICABLE CODES. CLIENT AGREES THAT IT HAS NOT RETAINED COMPANY TO MAKE THESE ASSESSMENTS AS PART OF THIS AGREEMENT. ANY SUCH ASSESSMENT MUST BE BY A SEPARATE AGREEMENT SUBJECT TO THESE TERMS AND CONDITIONS. COMPANY FURTHER DOES NOT REPRESENT, GUARANTEE OR WARRANT THAT ANY EQUIPMENT REFERRED TO IN THIS AGREEMENT OR ANY SERVICE OR INSPECTION PROVIDED BY IT UNDER THIS AGREEMENT WILL RESULT IN A SYSTEM WHICH WILL OPERATE AS DESIGNED, OR IS SUITABLE FOR ANY PARTICULAR PURPOSE, OR WILL PREVENT ANY LOSS BY BURGLARY, FIRE OR OTHERWISE, OR WILL IN ALL CASES OR ANY PARTICULAR CASE AVERT OR PREVENT RISKS, LOSSES, OR OTHER OCCURENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE EQUIPMENT OR SERVICES WERE OR ARE DESIGNED TO PERFORM, DETECT OR AVERT.

7. REDUCED PRESSURE BACKFLOW PREVENTER: BY SIGNING BELOW, CLIENT ACKNOWLEDGES THAT REDUCED PRESSURE BACKFLOW PREVENTERS (RPBP), ARE DESIGNED TO DISCHARGE WHEN CHECK VALVES ARE FOULED OR DUE TO WATER PRESSURE FLUCTUATIONS FROM CITY WATER SUPPLIES. ANY MAINTENANCE, REPAIR OR INSPECTION ON A FIRE SPRINKLER SYSTEM COULD RESULT IN WATER FLOW THROUGH THE RPBP AND POSSIBLE DISCHARGE. BY SIGNING BELOW, CLIENT AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS WESTERN STATES FIRE PROTECTION FROM ANY

CLAIM OR LIABILITY FOR ANY DAMAGES INCURRED BY THIS DISCHARGE OR LACK OF PROPER RBPB DRAIN PIPING AND OR RBPB DRAIN EQUIPMENT OR FAILURE OF THIS PIPING OR EQUIPMENT UNLESS WESTERN STATES FIRE PROTECTION WAS SPECIFICALLY CONTRACTED TO DESIGN AND/OR INSTALL THIS EQUIPMENT.

8. RESPONSIBILITIES OF CLIENT: The Client agrees to:

A. Promptly notify Company of any known or suspected trouble or malfunction in the equipment, request a hazard evaluation if there are changes in occupancy, use, processes or materials, and promptly approve correction of impairments and critical deficiencies found during any inspection. All replaced parts become the property of the Company.

B. Maintain the system per original installers instructions and manufacturer's specifications.

C. Authorize Company, its agents and employees, for purposes of this Agreement, to enter upon the premises of Client, to repair or inspect the equipment and to make any changes or alteration to the equipment, as authorized by Client. Client also agrees to provide Company with ready accessibility to all components of systems requiring inspection and testing and appropriate working space, including adequate light, electricity, telephone access, ladders or lifts as required for Company's use in providing service(s) under this Agreement. In addition, Client agrees to provide one individual to monitor the control panel during testing and certification.

D. Designate suitable representative(s) satisfactory to the Company as exclusive contact(s) between Company and the Client, who shall have authority to make decisions on behalf of Client concerning service of the equipment by Company.

E. Neither authorize nor permit maintenance, repairs or modifications of any kind to be made to the equipment, except by the Company or as specified and approved in advance by the Company.

F. Assume complete responsibility for the maintenance and repair of the system except as is set forth in this agreement.

9. INDEMNIFICATION. COMPANY AND CLIENT SHALL DEFEND, INDEMNIFY AND HOLD ONE ANOTHER HARMLESS FROM ANY EXPENSE, LIABILITY, LOSS, CLAIM OR DAMAGE, FOR PERSONAL INJURIES AND DEATH OR PROPERTY DAMAGE ASSERTED BY ANY THIRD PARTY, CAUSED BY THE ALLEGED NEGLIGENCE OF ITSELF, ITS AGENTS, EMPLOYEES, OR ANY OTHER INDIVIDUAL OR ENTITY AFFILIATED WITH IT, AND RESULTING FROM THE SERVICES PROVIDED HEREIN ,OR OVERALL FUNCTIONALITY OF THE SYSTEM IDENTIFIED IN THIS AGREEMENT.

10. ADDITIONAL COMPANY RESPONSIBILITY.

A. Company will provide service calls and emergency service, upon request of the Client, subject to any delay which may be occasioned by strike, riot, acts of God or any other circumstances beyond the control of the Company, as soon as it is reasonably practical to do so. Company will make reasonable efforts to attend promptly to the emergency needs of the Client, but it can make no guaranty of response time by the company or what may be required to properly service the equipment.

B. In the event a malfunction of a type covered by this Agreement has not been remedied before this Agreement has terminated for whatever reason, any service requested by the Client thereafter may be provided by the Company in its sole discretion and at the Company's then-current rates for services, including travel charges, per diem and materials.

C. Company will provide necessary test equipment required to perform service(s) under this Agreement.

D. If replacement parts are necessary under this Agreement, Company may provide new and /or used replacements.

11. NO CONFLICT WITH OTHER CLIENT AGREEMENTS. Client warrants that the negotiation, execution and implementation of this Agreement will not conflict with any other agreement of which the Client is aware with any other person or firm. Client agrees to defend, indemnify and hold harmless the Company from claims of any sort by any person or firm alleging that this Agreement violates, interferes with or infringes upon any other Agreement in any way.

12. LICENSES, TAXES, PERMITS AND FALSE ALARMS. Client shall identify any rules, regulations, standards or codes with which the equipment must comply, and shall obtain and pay for any necessary licenses or other certificates of compliance for same. Client is solely responsible for any fees, taxes (including sales taxes), false alarm fines, and any other governmental assessments related to the equipment or system operation and shall reimburse and indemnify the Company for any such expenses incurred by the Company. Client and Company are each responsible for obtaining any necessary licenses or permits needed to perform their respective obligations under this Agreement.

13. **ASSIGNMENTS AND DELEGATIONS.** Neither the Company nor the Client may assign this Agreement to any other person, firm or corporation without notice to or approval by the other, but Company may subcontract any activities that it may perform under this Agreement.

14. **ENGINEERING CHANGES.** Occasionally, manufacturers may issue non-warranty engineering changes to equipment necessary to assure proper operation of system components. If, in the opinion of the Company and Client, installation of such engineering changes requires service(s) or material(s) in excess of those incidental to a normal preventive maintenance inspection, such excess shall be paid for by the Client at Company's applicable charges for on-call and emergency services as set forth under this Agreement provided that company will remain responsible for performance of its obligations under this agreement. Failure by the Client to have factory recommended engineering changes installed on the system will relieve the Company from further performance under this Agreement but will not relieve the Client of its obligations hereunder. No other engineering changes or system modification are covered by this Agreement except as may be otherwise specifically provided herein.

15. **INVALID PROVISIONS.** If any of the parts of this Agreement shall be determined by a court of competent jurisdiction to be invalid or inoperative, all the remaining parts shall remain in full force and effect.

16. **ENTIRE AGREEMENT.** This writing is intended by the parties as the final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties; there are no prior writings, verbal negotiations, understandings, representations or agreements not expressed in this Agreement, and the parties rely only upon the contents of this Agreement in executing it, and have not relied on any other representations, oral or otherwise, made by the parties, their agents or employees. Only a writing signed by each of the parties or their duly authorized agents may modify this Agreement. No waiver of breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. This agreement shall bind and benefit the heirs, successors and assigns for the respective parties. A written Service Agreement Proposal is provided for clarification purposes and is hereby made a part of this contract.

17. **RECEIPT AND REVIEW OF AGREEMENT.** The Client specifically acknowledges that it has received a copy of these Terms and Conditions in its entirety, represents that it has authority to enter into this Agreement, and has read the same, understood it and agreed to its contents before signing it. Further the person executing these Terms and Conditions has the full authority of the Client to bind the Client, to the fullest extent provided by law, to these Terms and Conditions.

Other inclusions, exclusions or attachments:

***General Exclusions:** Painting, patching, underground and/or trenching, after hour, weekend and holiday labor rates, fire watch, prevailing wage/certified payroll, abatement including but not limited to asbestos and lead, water containment/disposal, conduit and wire, permit fees, scissor lifts, dampers, ground faults.

***Monitoring:** One time reprogram fee as specified on Scope of Work (not included in annual pricing above – a separate one-time invoice) to reprogram Fire Alarm Control Panel (FACP) to our central station for monitoring and to ensure all zones are reporting correctly. Prior to reprogramming FACP requires two (2) dedicated active phone lines dropped at the panel at time of reprogram. **If applicable, lock out codes will need to be provided by previous provider or panel reset to factory standard conditions in order to program FACP. If for any reason we are unable to program due to these conditions, all time including travel time will be billable at WSFP current Time & Material Rates.**

MONITORING ACKNOWLEDGEMENT CUSTOMER INITIAL NA

*** Pricing:** The pricing set forth in this Agreement is based on the number of devices set forth in Section II: Scope of Work. If for any reason the actual number of devices is higher than the number set forth in Section II: Scope of Work, the price will be adjusted accordingly.

***Coverage:** Proposal above is for Test & Inspect only of above systems. All repairs, parts and services outside of above testing & inspecting scope of work is billable at WSFP current Time & Material Rates.

***Access:** During inspection, inspectors must have access to control valves, and alarm information, buried and/or non-accessible FDC check valves will be listed on the report and a recommendation for relocation under a separate contract. Inspectors must have access to all suites, apartments, units, etc. Customer responsible for notifying tenants of inspection and for gaining access in to each and every unit/apartment on scheduled inspection date(s). **If multiple inspections are required due to "no access" customer will be responsible for hourly rates of inspectors at WSFP current Time & Material Rates.**

ACCESS ACKNOWLEDGEMENT CUSTOMER INITIAL

***On Site Inspection Repairs:** Client authorizes Western States Fire Protection to perform repairs or component replacements, found to be necessary during the course of inspection, the amount of \$500.00 or less,

ONLY IF TECHNICIAN HAS THOSE PARTS READILY AVAILABLE ON HIS TRUCK. Any necessary repairs for an amount exceeding \$500.00 will be first submitted in writing for written approval. Any repairs performed while on site during inspection will be billed on a "Time & Material" basis and subject to the terms of this Agreement. Hourly rates are provided in ½ hour increments. All labor rates are subject to change with a thirty (30) day written notice to the client.

ON SITE REPAIRS ACKNOWLEDGEMENT CUSTOMER INITIAL

***Cancellation/Reschedule Notice:** Should the customer cancel or reschedule all or any portion of the inspection/scope without giving 3 business days' notice to the WSFP, we will assess a scheduling impact fee. The fee shall be equal to 4 hours of our current set Time and Material rate.

COMPANY **WESTERN STATES FIRE PROTECTION**

SUBSCRIBER Hartsock Village Condos c/o Z&R Prc

Address: 1485A Tuskegee Place
Colorado Springs, CO 80915
Phone No.: 719-235-5097
Print Name: Debra Hopper
Signed: Debra Hopper
Date: 7/18/2022

Print Name: Barbara A. Budd
Signed: Barbara A. Budd
8-12-22