

Fire Prevention Proposal Summary

5/10/2013

	Cintas		Dependable Fire	Fox Valley	USA Fire Protection
Fire Alarm Testing all bldgs.	\$	5,049	\$ 6,300		
Sprinkler Testing all bldgs	\$	1,500	\$ 2,550		
Fire Pump Testing	\$	3,600	Included		
Back Flow Testing	\$	690	\$ 540		
Fixed Inspection Costs	\$	10,839	\$ 9,390		
Fire Extinguisher Inspection		\$2.85 each	\$1.75 each		
#10 Recharge Price		\$14.00 each	\$14.75 each		
ABC Dry Chem 6 Year Maint.		\$6.25 each	\$3.00 plus recharge		
Hydro Test price		\$10.00 each	\$16.00 plus recharge		
Service call rate for extinguisher service trip		\$42.50/trip	\$35.00/trip		
Fire Hose Testing		\$15.00 each hose	\$6.00 each		
Notes:	Contractor will provide a count of all hoses and extinguishers and locked 2 year rate term		Contractor will provide count of hoses and extinguishers and locked 3 year rate term		



Cintas Fire Protection
Elk Grove Village, IL
Adam Shaeffer
419-356-4405
Location #F75
Customer #

Fire Protection Services Agreement

Fire Extinguishers / Emergency Lighting / Restaurant / Industrial Systems / Fire Alarms / Fire Sprinklers

Customer Name: Lieberman Management Services Effective Date: 5/6/13
Service Address: 1519 E. Central Road City: Arlington Heights State: IL Zip: 60005
Phone: 847-228-5176 Fax: 847-228-5190
Contact Name: Lissette Ray Contact Title: Property Manager E-mail: lrav@lmsnet.com

Billing Name: same Billing Address: same
City: same State: same Zip: same Billing Phone: same Billing Fax: same
AP Contact Name: AP Contact E-Mail:
Payment Terms: Net 30 Days PO/Blanket PO# PO# PO Date: 30 days: A5

Term: The term of this Agreement is 2 year (s), commencing on the effective date above. In the event of a service issue, the Customer agrees to submit their complaint in writing and allow the Seller sixty (60) days from the date the written complaint is received to remedy the service issue. In the event the service issue is not remedied to the reasonable satisfaction of Customer, Customer can cancel this Agreement but the Customer shall pay any outstanding charges for services rendered prior to termination. This Agreement may be extended in accordance with the renewal provision.

Pricing: Seller may increase price for services annually at a percentage rate not to exceed the increase in the Consumer Price Index (CPI). Should Seller choose to increase price in excess of CPI, Customer will be notified prior to time of shipment or delivery of service. Customer shall pay the price in effect at time of shipment or delivery of service. Prices locked: A5 No self-renew: A5

Renewal Provision: This Agreement shall self-renew for successive annual periods unless either party delivers written notice of termination within sixty (60) days prior to the renewal date. Seller shall have the right to increase the charges provided for herein at any time after expiration of the initial period upon giving the Customer notice in writing prior to the expiration of the then-current annual term. 30 days: A5

Repairs: Customer hereby authorizes repairs up to \$500 to correct deficiencies found during the system inspection.

Quantity	Service Description	Next Service Date	Frequency	Cost
1	Annual Fire Alarm System Inspection (1405, 1415, 1605, 1615)	November, 2013	Annual	\$3,320.00
1	Annual Fire Alarm System Inspection (1505 and 1515)	November, 2013	Annual	\$1,434.00
1	Annual Fire Alarm System Inspection (Clubhouse)	November, 2013	Annual	\$295.00
1	Annual Sprinkler System Inspection (All Buildings)	2013	Annual	\$1,500.00
	(1) 6" and (1) 4" No Clubhouse			
Each	Annual Fire Hose System Inspection	January, 2014	Annual	\$15.00 each
6	Annual Fire Pump System Flow Test	2013	Annual	\$600.00 each
Each	Annual Fire Extinguisher Inspection	December, 2013	Annual	\$2.85 each
1	Service Call (Extinguisher Service Only)		Annual	\$42.50
Each	Annual Backflow Service	?	?	\$115.00 each
			Total	\$

Taxes, Permits, Parts and Repairs are in addition to the prices quoted above.
Service Response Guidelines: Please note that Cintas Fire Protection will make every effort to take corrective action in the most expeditious manner possible. Dispatch for critical system failures: 2 - 4 hours. Dispatch for non-critical system trouble: 24 - 48 hours.

Special Notes:

Enter Special Notes Here

Quoted for Cintas Fire Protection By:
Adam Shaeffer - 419-356-4405

Signature:

shaeffera@cintas.com

Cintas GM Approval:

This Agreement not for use for Monitoring Services

Accepted for Customer / Purchaser By:

Signature:

By signing this document, I hereby represent I have the authority to enter into this Agreement on behalf of my employer / organization. The Customer's Authorized Representative, by his / her signature acknowledges and accepts the Scope of Services and Terms and Conditions below.

CINTAS FIRE PROTECTION – SCOPE OF SERVICES

1. Inspection Requirements: The facility owner and/or Customer is required to have the fire protection equipment inspected annually, semi-annually, quarterly, or monthly, in accordance with NFPA requirements. More frequent inspections may be required by the local authority having jurisdiction. Testing procedures may vary slightly according to NFPA and Local requirements.
2. Limitations of Service / Customer Responsibility: The equipment owner and/or Customer is responsible for assuring that their fire protection equipment is properly serviced and maintained.
3. Deficiencies or other impairments noted during inspection or testing of fire protection systems and equipment pose an immediate and serious safety concern. The system owner and/or Customer is responsible for assuring that any deficiencies noted during inspections or maintenance are corrected immediately.
4. In performing maintenance or inspections, all conditions noted by Cintas Fire Protection are limited to only those that could be readily observed at the time of inspection.
5. The inspection services are for the system being inspected only. Cintas makes no warranties or representations regarding the condition or status of other equipment, including but not limited to electrical equipment, interlocks, HVAC equipment, or elevator equipment.
6. The inspection quote is not meant to be an exhaustive review of the fire protective equipment status and as such may not have identified any or all equipment or pre-existing deficiencies. If the actual number of devices or systems exceed the quoted amount by more than 5%, Cintas reserves the right to charge for additional devices/systems at a pro-rata basis.
7. Unless otherwise specified in writing, services do not include a design review or a hazard evaluation. Therefore, performance of test and inspection or repair services in no way guarantees that the system as installed meets all current applicable code standards and/or is working as designed. Observation of deficiencies and suggestions or recommendations for their correction in no way suggests or implies a design review was conducted or that other system deficiencies may not exist. Furthermore, we are not responsible for the condition of the system or any of its components that may require repair or replacement due to age, fatigue, or wear which result from exercising during testing. Deficiencies will be noted and repair and/or correction will be quoted separately.
8. Seller agrees to perform for the Customer the services ("Services") at the Customer's Location set forth in this Contract.
9. Seller acknowledges that the Services may be provided in connection with an existing tenant-occupied building, that Customer shall continue the normal operation and occupancy of the Location, and that such operation and occupancy during the hours Seller performs the Services is of critical importance. Seller shall use its best efforts to minimize any interference with operation of the Location by Customer or the use and occupancy of the Location by Customer's tenants and guests.
10. Seller shall conduct the Services in accordance with a schedule mutually agreed upon between Seller and Customer and consistent with the requirements of this Contract. Seller shall desist immediately from performing the Services in the event that Seller's activities constitute an unreasonable nuisance or interruption in the activities of the Location's occupants. Upon so directing to desist with the Services, Customer shall contact Seller to re-schedule the Services for a mutually agreeable time. Rescheduled Services may be subject to additional fees.
11. In the event the scope of services includes central station monitoring services, Cintas does not guarantee or warranty that the service supplied will prevent burglary, fire or other occurrences, or the consequences from such occurrences, which the service is designed to monitor, and Customer acknowledges that it is not entering into this agreement with the expectation that Cintas will insure or reimburse Customer or any other person for losses from such occurrences. Customer agrees that Cintas will have no liability for loss or damage to property or for personal injury or death due to any failure of service including, but not limited to the failure in transmission of an alarm to a central monitoring station or by a central monitoring station to others or for interruptions of service because of (a) any failure of Customer's alarm (b) any defective or damaged equipment, device, telephone lines or connecting circuit (c) strikes of Cintas' employees or employees of others, riots, floods, fires, acts of God, or any other causes beyond the control of Cintas or (d) the negligent act or negligent failure to act of Cintas, its employees or agents.
12. Before commencing the Services, Seller shall secure at Customer's expense all applicable permits, approvals, governmental fees, certificates, licenses, and inspections, if any, necessary for the proper performance of the Services. Copies of all such permits, approvals, licenses and certificates specific to Location shall be delivered to Customer upon request or as necessary by law.
13. Customer agrees to pay Seller for all Customer-authorized labor and parts necessary to correct any deficiencies discovered. If Customer refuses such service to correct a deficiency, Seller denies any liability if refusal of service results in an ongoing NFPA code violation status. If the failure of Customer to address and correct any defect in the life safety system results in the repetitive addressing of said deficiency by Seller's personnel, any additional cost beyond the normal scope of work, will be charged to Customer as an additional amount to this agreement.
14. Customer agrees to provide access to premises and to permit only authorized Seller agents to inspect, alter, remove, adjust, service, repair and add devices, equipment, or wiring. Seller denies any and all responsibility for work performed by any other vendor. Customer agrees to be directly responsible for redecorating and other cosmetic repairs to premises necessary due to installation, maintenance, or removal of all or any part of the system.

CINTAS FIRE PROTECTION – TERMS AND CONDITIONS OF SALE AND LEASE – FIRE EQUIPMENT GOOD AND SERVICES

1. Acceptance and Modification. These Terms and Conditions supplement the price quotation, purchase order, contract, agreement or order acknowledgement (collectively the "Contract") entered into between Cintas Corporation or its subsidiary ("Seller") and Seller's customer ("Customer") and is a part of or supplement to such Contract and these Terms and Conditions may not be modified, amended or waived except in writing signed by Seller's duly authorized representative. Seller hereby objects to any additional or different terms or conditions, whether or not material, proposed in Customer's purchase order or in any acknowledgement, supplement or confirmation of the Contract not executed by Seller. Customer agrees that the terms and conditions set forth herein shall govern the relationship between Seller and Customer with respect to the goods and services that are the subject matter hereof, and no other terms and conditions not specifically agreed upon by Seller shall be binding upon Seller. Customer accepts the terms hereof by acknowledging or confirming the Contract, commencing performance, by accepting delivery of goods or services from Seller or by any other means manifesting assent to be bound.
2. Orders. Seller shall use its best efforts to deliver goods as ordered by Customer and to provide services when requested, but as long as Seller acts in good faith and with due diligence. Seller shall not be responsible or liable for any delays.
3. Prices. Taxes and Other Fees. Unless otherwise specified, prices on goods may be increased at any time without prior notice. Customer shall pay the price in effect at time of shipment. Any sales, use or other similar tax or duties, customs, tariffs, imposts, surcharges or other fees imposed by any governmental authority on goods shipped by Seller shall be added to the price to be paid by Customer unless a valid sales tax exemption certificate is furnished to Seller.
4. Service Charges. Service charges are used to help Seller pay various fluctuating current and future costs including but not limited to costs directly or indirectly related to the environment, energy issues, services and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred by Seller.
5. Equipment Exchange. Customer hereby understands and agrees that in servicing Customer's fire equipment Seller intends to exchange Customer's fire equipment for Seller's fire equipment of similar kind and quality. Customer further acknowledges and agrees that upon completion of such exchange that all right, title and interest in the Customer's fire equipment so exchanged will belong to Seller and all right, title and interest in Seller's fire equipment so exchanged will belong to the Customer.
6. Credit. Payment terms may be changed at any time with or without prior notice and are those in effect at time of delivery or service call. Any invoice not paid when due shall be subject to a late charge of one and one-half percent (1-1/2%) per month or portion thereof, if lower, the highest rate allowable under applicable law. Invoices shall be due within ten (10) days of invoice date unless otherwise stated. If, in Seller's opinion, Customer's credit becomes unsatisfactory, Seller may, in addition to all other rights and remedies under the Contract and applicable law, suspend the delivery of goods or services pending receipt of cash or satisfactory security from Customer. Should Customer default in any payments due Seller, Customer agrees to pay all reasonable costs of collection incurred by Seller including reasonable attorneys' fees. Title to all equipment or other goods sold by Seller shall remain in Seller's name until Customer has paid Seller in full. Seller shall retain a security interest in such equipment or other goods until such time.
7. Inspection. Seller strongly recommends that Customer conduct an on-site inspection of the goods and services sold hereunder after delivery, installation or other service call. Seller shall not be responsible for the consequences of Customer's failure to inspect the goods or services or for any defects, malfunctions, inaccuracies, insufficiencies, or omissions.
8. Limited Warranty. Because of the great number and variety of applications for which Seller's goods and services are purchased, Seller does not recommend specific applications or assume any responsibility for use, results obtained or suitability for specific applications. Customer is cautioned to determine the appropriateness of Seller's goods and services for Customer's specific application before ordering and to test and evaluate thoroughly all goods before use. Seller warrants that title to all goods sold by Seller shall be good and marketable. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED IN CONNECTION WITH THE SALE OF GOODS AND SERVICES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO DISCLAIMER, EXCLUSION, LIMITATION OR MODIFICATION OF ANY OF THE AFORESAID WARRANTIES SHALL BE DEEMED EFFECTIVE UNLESS IN WRITING SIGNED BY SELLER.
9. Cintas not an insurer. Indemnification of Cintas by Customer. Customer agrees that neither Cintas nor subcontractors or assignees, including, without limitation, those providing monitoring services, (collectively, "Subcontractors") are insurers and no insurance coverage is provided by this Agreement. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS AND ITS SUBCONTRACTORS DO NOT ASSUME ANY RESPONSIBILITY NOR SHALL THEY HAVE ANY LIABILITY FOR CLAIMS MADE AGAINST THEM CLAIMING THAT THEY ARE AN INSURER OF CUSTOMER'S SYSTEMS. THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY, OR ANY OTHER TYPE OF INSURANCE COVERAGE AS AN INSURER. Customer acknowledges that during the term of the Agreement, it will maintain a policy of insurance covering public liability, bodily injury, sickness or death, losses for property damage, fire, water damage, and loss of property in amounts that are sufficient to cover all claims of Customer for any losses sustained. CUSTOMER AGREES TO INDEMNIFY AND HOLD CINTAS AND ITS SUBCONTRACTORS HARMLESS FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING ATTORNEYS' REASONABLE FEES) AND LIABILITY ARISING FROM CLAIMS REQUIRED TO BE COVERED BY INSURANCE PURSUANT TO THIS SECTION, INCLUDING ANY CLAIMS FOR DAMAGES ATTRIBUTABLE TO BODILY INJURY, SICKNESS, OR DEATH, OR THE DESTRUCTION OF ANY REAL OR PERSONAL PROPERTY. Cintas shall not be responsible for any claims of Customer against the Subcontractors nor for any portion of any loss or damage that is required to be insured, is insured or insurable and shall be indemnified by Customer against all such claims including the claims of any third parties.

10. LIMITATION OF LIABILITY OF CINTAS; LIQUIDATED DAMAGES. Seller's service fees are based on the value of services provided and the limited liability provided under this contract, and not on the value of the Customer's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Customer or others. Seller cannot predict the potential amount, extent, or severity of any damages or injuries that Customer or others may incur which could be due to the failure of the system or services to work as intended. Seller is not an insurer. If Seller should be found liable for loss of damage due to a failure on the part of Seller or its systems or any fire suppression or alarm equipment, in any respect, its liability to Customer, its agents, officers, directors, employees, or invitees shall be limited to \$1,000 as liquidated damages. The provisions of this paragraph apply in the event of loss or damage, irrespective of cause or origin, resulting directly or indirectly to person or property from the performance or non-performance of the obligations set forth by the terms of this contract, or from negligence, active, or otherwise, of Seller, its agents, or employees. If Customer wishes to increase the limitation of liability, Customer may, as of right, enter into a supplemental agreement with Seller and obtain a higher limit by paying an additional amount consistent with the increase in liability. As such (i) Customer hereby agrees that the limits on the liability of Cintas and Subcontractors, and the waivers and indemnities set forth in this contract are a fair allocation of risks and liabilities between Cintas, Customer, Subcontractors and any other affected third parties; (ii) except as provided in this agreement, Customer waives all rights and remedies against Cintas and Subcontractors including rights of subrogation, that Customer, any insurer, or other third party have due to the losses or injuries Customer or other incur. Customer agrees that were Cintas and its Subcontractors to have liability greater than that stated above, it would not provide the services. Neither party shall be liable to the other or any other person for any incidental, punitive, loss of business profits, speculative or consequential damages.

11. Clerical Errors; Other Contracts. Any clerical errors contained in the Contract or other documents in connection therewith are subject to correction. Customer represents that the Contract does not infringe on any other contract to provide similar goods or services that Customer is a party to.

12. Force Majeure. Seller shall not be responsible or liable for failure to perform attributable to any cause or contingency beyond its reasonable control including, without limitation, act of God; act or omission of civil or military authority; fire; flood; tempest; epidemic; earthquake; volcanic activity; quarantine restriction; labor dispute (e.g. lockout, strike or work stoppage or slowdown); embargo; war; riot; unusually severe weather; accidents; political strife; act of terrorism; delay in transportation; compliance with any regulation or directive or any national, state, or local government, or any department or agency thereof; or any other cause which by the exercise of reasonable diligence Seller is unable to overcome.

13. Entire Agreement. The terms and conditions contained herein (and contained on Seller's quotation, specifications, order, acknowledgement, contract, agreement, invoice or other form) constitutes the entire agreement between the parties with respect to the subject matter contained herein and supersedes all prior agreements and understandings between the parties and any customary terms and conditions of purchase that Customer may establish from time to time. The terms and conditions contained herein may be modified only by a writing signed by both parties. Customer acknowledges and agrees that the terms and conditions contained herein shall be exclusive terms and conditions binding the parties hereto and that any additional contradictory or different terms contained in any initial or subsequent communication from Customer, including any purchase order pertaining to the good or services to be provided by Seller are hereby objected to and shall be of no effect. No course of prior dealings between Customer and Seller and no usage of the trade shall be relevant to supplement or explain any terms used herein. Acceptance or acquiescence in a course of performance rendered hereunder shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection.

14. Governing Law; Disputes. The rights and obligations of the parties contained herein shall be governed by the laws of the State of Ohio, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. Any dispute or matter arising in connection with or relating to the Contract shall be resolved by binding and final arbitration under applicable state or federal law providing for the enforcement of agreements to arbitrate disputes. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceedings with any claim or controversy of any other part.

15. Notices. Any notice given pursuant to the Contract shall be in writing and sent by certified mail, postage prepaid, return receipt requested, to the appropriate party at the address set forth in the purchase order, contract or agreement or at such other address as such party may provide in writing to the other party. Any such notice shall be effective upon the receipt thereof.

16. Miscellaneous. Customer may not assign its rights or delegates its performance in whole or in part under the Contract without the prior written consent of Seller and any attempted assignment or delegation without such consent shall be void. If any provision of the Contract or these Terms and Conditions is determined illegal or unenforceable, it shall not affect the enforceability of any other provision or paragraph of the Contract or these Terms and Conditions. In the event any party institutes legal proceedings to enforce its respective rights arising out of the Contract or these Terms and Conditions, the prevailing party shall be entitled to the award of attorney's fees and court costs, plus cost of executing, enforcing and/or collecting any judgment at all trial and appellate levels.

Rev. 7.23.12



Cintas Fire Protection
Elk Grove Village, IL
Adam Shaeffer
419-356-4405
Location AF75
Customer #

Fire Protection Services Agreement

Fire Extinguishers / Emergency Lighting / Restaurant / Industrial Systems / Fire Alarms / Fire Sprinklers

Customer Name: Lieberman Management Services Effective Date: 5/6/13
Service Address: 1519 E. Central Road City: Arlington Heights State: IL Zip: 60005
Phone: 847-228-5176 Fax: 847-228-5190
Contact Name: Lisette Ray Contact Title: Mgr E-mail: lrav@lmsnet.com

Billing Name: same Billing Address: same
City: same State: same Zip: same Billing Phone: same Billing Fax: same
AP Contact Name: AP Contact E-Mail:
Payment Terms: Net 30 Days PO/Blanket PO# PO # PO Date:

Term: The term of this Agreement is 2 year (s), commencing on the effective date above. In the event of a service issue, the Customer agrees to submit their complaint in writing and allow the Seller sixty (60) days from the date the written complaint is received to remedy the service issue. In the event the service issue is not remedied to the reasonable satisfaction of Customer, Customer can cancel this Agreement but the Customer shall pay any outstanding charges for services rendered prior to termination. This Agreement may be extended in accordance with the renewal provision.

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Repairs: Customer hereby authorizes repairs up to \$500 to correct deficiencies found during the system inspection.

Quantity	Service Description	Next Service Date	Frequency	Cost
	10# ABC Recharge			\$14.00
	ABC Six Year			\$6.25
	ABC Hydro Test			\$10.00
	New 10# ABC			\$80.00
	Parts (In a recharge)			\$15.00
			Total	\$

Service Response Guidelines: Please note that Cintas Fire Protection will make every effort to take corrective action in the most expeditious manner possible. Dispatch for critical system failures: 2 - 4 hours. Dispatch for non-critical system trouble: 24 - 48 hours

Special Notes:

Enter Special Notes Here

Quoted for Cintas Fire Protection By:
Adam Shaeffer - 419-356-4405

Signature:

shaeffera@cintas.com

Cintas GM Approval:

This Agreement not for use for Monitoring Services

Accepted for Customer / Purchaser By:

Signature:

By signing this document, I hereby represent I have the authority to enter into this Agreement on behalf of my employer / organization. The Customer's Authorized Representative, by his / her signature acknowledges and accepts the Scope of Services and Terms and Conditions below.

CINTAS FIRE PROTECTION - SCOPE OF SERVICES

1. **Inspection Requirements:** The facility owner and/or Customer is required to have the fire protection equipment inspected annually, semi-annually, quarterly, or monthly, in accordance with NFPA requirements. More frequent inspections may be required by the local authority having jurisdiction. Testing procedures may vary slightly according to NFPA and Local requirements.
2. **Limitations of Service / Customer Responsibility:** The equipment owner and/or Customer is responsible for assuring that their fire protection equipment is properly serviced and maintained.
3. **Deficiencies or other impairments** noted during inspection or testing of fire protection systems and equipment pose an immediate and serious safety concern. The system owner and/or Customer is responsible for assuring that any deficiencies noted during inspections or maintenance are corrected immediately.
4. In performing maintenance or inspections, all conditions noted by Cintas Fire Protection are limited to only those that could be readily observed at the time of inspection.
5. The inspection services are for the system being inspected only. Cintas makes no warranties or representations regarding the condition or status of other equipment, including but not limited to electrical equipment, interlocks, HVAC equipment, or elevator equipment.
6. The inspection quote is not meant to be an exhaustive review of the fire protective equipment status and as such may not have identified any or all equipment or pre-existing deficiencies. If the actual number of devices or systems exceed the quoted amount by more than 5%, Cintas reserves the right to charge for additional devices/systems at a pro-rata basis.
7. Unless otherwise specified in writing, services do not include a design review or a hazard evaluation. Therefore, performance of test and inspection or repair services in no way guarantees that the system as installed meets all current applicable code standards and/or is working as designed. Observation of deficiencies and suggestions or recommendations for their correction in no way suggests or implies a design review was conducted or that other system deficiencies may not exist. Furthermore, we are not responsible for the condition of the system or any of its components that may require repair or replacement due to age, fatigue, or wear which result from exercising during testing. Deficiencies will be noted and repair and/or correction will be quoted separately.
8. Seller agrees to perform for the Customer the services ("Services") at the Customer's Location set forth in this Contract.
9. Seller acknowledges that the Services may be provided in connection with an existing tenant-occupied building, that Customer shall continue the normal operation and occupancy of the Location, and that such operation and occupancy during the hours Seller performs the Services is of critical importance. Seller shall use its best efforts to minimize any interference with operation of the Location by Customer or the use and occupancy of the Location by Customer's tenants and guests.
10. Seller shall conduct the Services in accordance with a schedule mutually agreed upon between Seller and Customer and consistent with the requirements of this Contract. Seller shall desist immediately from performing the Services in the event that Seller's activities constitute an unreasonable nuisance or interruption in the activities of the Location's occupants. Upon so directing to desist with the Services, Customer shall contact Seller to re-schedule the Services for a mutually agreeable time. Rescheduled Services may be subject to additional fees.
11. In the event the scope of services includes central station monitoring services, Cintas does not guarantee or warranty that the service supplied will prevent burglary, fire or other occurrences, or the consequences from such occurrences, which the service is designed to monitor, and Customer acknowledges that it is not entering into this agreement with the expectation that Cintas will insure or reimburse Customer or any other person for losses from such occurrences. Customer agrees that Cintas will have no liability for loss or damage to property or for personal injury or death due to any failure of service including, but not limited to the failure in transmission of an alarm to a central monitoring station or by a central monitoring station to others or for interruptions of service because of (a) any failure of Customer's alarm (b) any defective or damaged equipment, device, telephone lines or connecting circuit (c) strikes of Cintas' employees or employees of others, riots, floods, fires, acts of God, or any other causes beyond the control of Cintas or (d) the negligent act or negligent failure to act of Cintas' its employees or agents.
12. Before commencing the Services, Seller shall secure at Customer's expense all applicable permits, approvals, governmental fees, certificates, licenses, and inspections, if any, necessary for the proper performance of the Services. Copies of all such permits, approvals, licenses and certificates specific to Location shall be delivered to Customer upon request or as necessary by law.
13. Customer agrees to pay Seller for all Customer-authorized labor and parts necessary to correct any deficiencies discovered. If Customer refuses such service to correct a deficiency, Seller denies any liability if refusal of service results in an ongoing NFPA code violation status. If the failure of Customer to address and correct any defect in the life safety system results in the repetitive addressing of said deficiency by Seller's personnel, any additional cost beyond the normal scope of work, will be charged to Customer as an additional amount to this agreement.
14. Customer agrees to provide access to premises and to permit only authorized Seller agents to inspect, alter, remove, adjust, service, repair and add devices, equipment, or wiring. Seller denies any and all responsibility for work performed by any other vendor. Customer agrees to be directly responsible for redecorating and other cosmetic repairs to premises necessary due to installation, maintenance, or removal of all or any part of the system.

CINTAS FIRE PROTECTION - TERMS AND CONDITIONS OF SALE AND LEASE - FIRE EQUIPMENT GOOD AND SERVICES

1. **Acceptance and Modification.** These Terms and Conditions supplement the price quotation, purchase order, contract, agreement or order acknowledgement (collectively the "Contract") entered into between Cintas Corporation or its subsidiary ("Seller") and Seller's customer ("Customer") and is a part of or supplement to such Contract and these Terms and Conditions may not be modified, amended or waived except in writing signed by Seller's duly authorized representative. Seller hereby objects to any additional or different terms or conditions, whether or not material, proposed in Customer's purchase order or in any acknowledgement, supplement or confirmation of the Contract not executed by Seller. Customer agrees that the terms and conditions set forth herein shall govern the relationship between Seller and Customer with respect to the goods and services that are the subject matter hereof, and no other terms and conditions not specifically agreed upon by Seller shall be binding upon Seller. Customer accepts the terms hereof by acknowledging or confirming the Contract, commencing performance, by accepting delivery of goods or services from Seller or by any other means manifesting assent to be bound.
2. **Orders.** Seller shall use its best efforts to deliver goods as ordered by Customer and to provide services when requested, but as long as Seller acts in good faith and with due diligence. Seller shall not be responsible or liable for any delays.
3. **Prices, Taxes and Other Fees.** Unless otherwise specified, prices on goods may be increased at any time without prior notice. Customer shall pay the price in effect at time of shipment. Any sales, use or other similar tax or duties, customs, tariffs, imposts, surcharges or other fees imposed by any governmental authority on goods shipped by Seller shall be added to the price to be paid by Customer unless a valid sales tax exemption certificate is furnished to Seller.
4. **Service Charges.** Service charges are used to help Seller pay various fluctuating current and future costs including but not limited to costs directly or indirectly related to the environment, energy issues, services and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred by Seller.
5. **Equipment Exchange.** Customer hereby understands and agrees that in servicing Customer's fire equipment Seller intends to exchange Customer's fire equipment for Seller's fire equipment of similar kind and quality. Customer further acknowledges and agrees that upon completion of such exchange that all right, title and interest in the Customer's fire equipment so exchanged will belong to Seller and all right, title and interest in Seller's fire equipment so exchanged will belong to the Customer.
6. **Credit.** Payment terms may be changed at any time with or without prior notice and are those in effect at time of delivery or service call. Any invoice not paid when due shall be subject to a late charge of one and one-half percent (1-1/2%) per month or portion thereof of, if lower, the highest rate allowable under applicable law. Invoices shall be due within ten (10) days of invoice date unless otherwise stated. If, in Seller's opinion, Customer's credit becomes unsatisfactory, Seller may, in addition to all other rights and remedies under the Contract and applicable law, suspend the delivery of goods or services pending receipt of cash or satisfactory security from Customer. Should Customer default in any payments due Seller, Customer agrees to pay all reasonable costs of collection incurred by Seller including reasonable attorneys' fees. Title to all equipment or other goods sold by Seller shall remain in Seller's name until Customer has paid Seller in full. Seller shall retain a security interest in such equipment or other goods until such time.
7. **Inspection.** Seller strongly recommends that Customer conduct an on-site inspection of the goods and services sold hereunder after delivery, installation or other service call. Seller shall not be responsible for the consequences of Customer's failure to inspect the goods or services or for any defects, malfunctions, inaccuracies, insufficiencies, or omissions.
8. **Limited Warranty.** Because of the great number and variety of applications for which Seller's goods and services are purchased, Seller does not recommend specific applications or assume any responsibility for use, reuse, obtained or suitability for specific applications. Customer is cautioned to determine the appropriateness of Seller's goods and services for Customer's specific application before ordering and in test and evaluate thoroughly all goods before use. Seller warrants that title to all goods sold by Seller shall be good and marketable. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED IN CONNECTION WITH THE SALE OF GOODS AND SERVICES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO DISCLAIMER, EXCLUSION, LIMITATION OR MODIFICATION OF ANY OF THE AFORESAID WARRANTIES SHALL BE DEEMED EFFECTIVE UNLESS IN WRITING SIGNED BY SELLER.
9. **Cintas not an Insurer.** Indemnification of Cintas by Customer. Customer agrees that neither Cintas nor subcontractors or assignees, including, without limitation, those providing monitoring services, (collectively, "Subcontractors") are insurers and no insurance coverage is provided by this Agreement. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS AND ITS SUBCONTRACTORS DO NOT ASSUME ANY RESPONSIBILITY NOR SHALL THEY HAVE ANY LIABILITY FOR CLAIMS MADE AGAINST THEM CLAIMING THAT THEY ARE AN INSURER OF CUSTOMER'S SYSTEMS. THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY, OR ANY OTHER TYPE OF INSURANCE COVERAGE AS AN INSURER. Customer acknowledges that during the term of the Agreement, it will maintain a policy of insurance covering public liability, bodily injury, sickness or death, losses for property damage, fire, water damage, and loss of property in amounts that are sufficient to cover all claims of Customer for any losses sustained. CUSTOMER AGREES TO INDEMNIFY AND HOLD CINTAS AND ITS SUBCONTRACTORS HARMLESS FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING ATTORNEY'S REASONABLE FEES) AND LIABILITY ARISING FROM CLAIMS REQUIRED TO BE COVERED BY INSURANCE PURSUANT TO THIS SECTION INCLUDING ANY CLAIMS FOR DAMAGES ATTRIBUTABLE TO BODILY INJURY, SICKNESS, OR DEATH, OR THE DESTRUCTION OF ANY REAL OR PERSONAL PROPERTY. Cintas shall not be responsible for any claims of Customer against the Subcontractors nor for any portion of any loss or damage that is required to be insured, is insured or insurable and shall be indemnified by Customer against all such claims including the claims of any third parties.

10. **LIMITATION OF LIABILITY OF CINTAS; LIQUIDATED DAMAGES.** Seller's service fees are based on the value of services provided and the limited liability provided under this contract, and not on the value of the Customer's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Customer or others. Seller cannot predict the potential amount, extent, or severity of any damages or injuries that Customer or others may incur which could be due to the failure of the system or service to work as intended. Seller is not an insurer. If Seller should be found liable for loss of damage due to a failure on the part of Seller or its systems or any fire suppression or alarm equipment, in any respect, its liability to Customer, its agents, officers, directors, employees, or invitees shall be limited to \$1,000 as liquidated damages. The provisions of this paragraph apply in the event of loss or damage, irrespective of cause or origin, resulting directly or indirectly to person or property from the performance or non-performance of its obligations set forth by the terms of this contract, or from negligence, active, or otherwise, of Seller, its agents, or employees. If Customer wishes to increase the limitation of liability, Customer may, as of right, enter into a supplemental agreement with Seller and obtain a higher limit by paying an additional amount consistent with the increase in liability. As such (i) Customer hereby agrees that the limits on the liability of Cintas and Subcontractors, and the waivers and indemnities set forth in this contract are a fair allocation of risks and liabilities between Cintas, Customer, Subcontractors and any other affected third parties; (ii) except as provided in this agreement, Customer waives all rights and remedies against Cintas and Subcontractors including rights of subrogation, that Customer, any insurer, or other third party have due to the losses or injuries Customer or other incur. Customer agrees that were Cintas and its Subcontractors to have liability greater than that stated above, it would not provide the services. Neither party shall be liable to the other or any other person for any incidental, punitive, loss of business profits, speculative or consequential damages.

11. **Clerical Errors - Other Contracts.** Any clerical errors contained in the Contract or other documents in connection therewith are subject to correction. Customer represents that the Contract does not infringe on any other contract to provide similar goods or services that Customer is a party to.

12. **Force Majeure.** Seller shall not be responsible or liable for failure to perform attributable to any cause or contingency beyond its reasonable control including, without limitation, act of God; act or omission of civil or military authority; fire; flood; tempest; epidemic; earthquake; volcanic activity; quarantine restriction; labor dispute (e.g. lockout, strike or work stoppage or slowdown); embargo; war; riot; unusually severe weather; accidents; political strife; act of terrorism; delay in transportation; compliance with any regulation or directive of any national, state, or local government, or any department or agency thereof; or any other cause which by the exercise of reasonable diligence Seller is unable to overcome.

13. **Entire Agreement.** The terms and conditions contained herein (and contained on Seller's quotation, specifications, order, acknowledgement, contract agreement, invoice or other form) constitutes the entire agreement between the parties with respect to the subject matter contained herein and supersedes all prior agreements and understandings between the parties and any customary terms and conditions of purchase that Customer may establish from time to time. The terms and conditions contained herein may be modified only by a writing signed by both parties. Customer acknowledges and agrees that the terms and conditions contained herein shall be exclusive terms and conditions binding the parties hereto and that any additional contradictory or different terms contained in any initial or subsequent communication from Customer, including any purchase order pertaining to the good or services to be provided by Seller are hereby objected to and shall be of no effect. No course of prior dealings between Customer and Seller and no usage of the trade shall be relevant to supplement or explain any terms used herein. Acceptance or acquiescence in a course of performance rendered hereunder shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection.

14. **Governing Law; Dispute.** The rights and obligations of the parties contained herein shall be governed by the laws of the State of Ohio, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. Any dispute or matter arising in connection with or relating to the Contract shall be resolved by binding and final arbitration under applicable state or federal law providing for the enforcement of agreements to arbitrate disputes. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceedings with any claim or controversy of any other part.

15. **Notices.** Any notice given pursuant to the Contract shall be in writing and sent by certified mail, postage prepaid, return receipt requested, to the appropriate party at the address set forth in the purchase order, contract or agreement or at such other address as such party may provide in writing to the other party. Any such notice shall be effective upon the receipt thereof.

16. **Miscellaneous.** Customer may not assign its rights or delegate its performance in whole or in part under the Contract without the prior written consent of Seller and any attempted assignment or delegation without such consent shall be void. If any provision of the Contract or these Terms and Conditions is determined illegal or unenforceable, it shall not affect the enforceability of any other provision or paragraph of the Contract or these Terms and Conditions. In the event any party institutes legal proceedings to enforce its respective rights arising out of the Contract or these Terms and Conditions, the prevailing party shall be entitled to the award of attorney's fees and court costs, plus cost of executing, enforcing and/or collecting any judgment at all trial and appellate levels.

Rev. 7.23.12

Cintas Scope of Services Automatic Sprinkler Systems

Introduction

Automatic sprinkler systems are designed to detect fires, release water, and suppress fires. Well-maintained sprinkler systems are highly reliable and provide protection of both people and property. Cintas Fire Protection uses the National Fire Protection Association (NFPA) Standard 25 – *Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems* as a guide for establishing its Scope of Service for inspecting, testing and maintaining automatic sprinkler systems.

This document provides an overview of the Cintas Scope of Services for Automatic Sprinkler Systems. This document is subject to change without notice. Services may be subject to additional Local or State requirement. Refer to NFPA 25 and other applicable documents for more detailed information.

Inspection Requirements

The facility owner is required to have the automatic sprinkler system components visually inspected in accordance with NFPA 25. More frequent inspections may be required by the local Authority Having Jurisdiction (AHJ).

Testing / Inspection Requirements

The facility owner is required to have the automatic sprinkler system components tested annually, semi-annually, quarterly, or monthly, in accordance with NFPA 25. More frequent testing may be required by the local Authority Having Jurisdiction.

Testing Procedures

The following procedures will be performed in accordance with standard industry practices:

Wet Systems (Annually)

- Provide written inspection report for owners records and report any deficiencies or impairments
- Check stock of spare sprinklers
- Inspect condition of all visible sprinkler heads from floor level for corrosion, foreign materials, paint or physical damage
- Inspect coverage and proper spacing on visible sprinkler heads. Check for adequate clearance, obstructions, and proper spray patterns.

- Inspect and test supervisory alarms by opening air line
- Inspect and test water flow alarm by opening inspector's test valve (where applicable)
- Test the freezing point of solutions of all applicable antifreeze systems
- Check fire department connection for visibility, accessibility, and the condition of caps and threads
- Perform a main drain flow test, recording static and residual pressures
- Verify that all valves are in the proper open or closed position
- Verify that open valves are supervised for position with a tamper switch or locked
- Check that all systems are in service

Dry Systems (Annually)

- Inspect and test pressure alarm by opening the alarm bypass valve
- Perform a main drain flow test, recording static and residual pressures
- Inspect that all dry pipe valves are in service
- Inspect and test priming water level
- Test operation of air supply and low pressure alarms
- Test all applicable quick opening devices or accelerators
- Perform a trip test on the dry pipe valve
- Check that the partial dry pipe valve room is heated
- Clean the inside of the dry valve and visually inspect

Wet and Dry Systems (Quarterly)

- Verify with the equipment owner that the sprinkler system has not been modified in any way
- Verify with the equipment owner that there have been no fires since the last inspection
- Check for changes in occupancy classification and storage requirements that would affect the sprinkler system performance
- Test applicable sprinkler water flow alarms, supervisory alarms, and tamper alarms
- Verify that hydraulic placards are in place
- Perform main drain flow test
- Verify that control valves are in good condition, not leaking, and they are accessible
- Verify that control valves are in their proper position (open / closed) and that it is locked and/or equipped with a tamper switch

- Inspect all pipe, fittings and hangers visible from floor level for mechanical damage, leakage, corrosion or misalignment
- Inspect fire sprinkler heads from floor level for corrosion, foreign materials, paint and physical damage
- Inspect fire sprinkler heads for proper clearance, obstructions and spray patterns per NFPA standards

Three Year Dry Sprinkler Requirement

NFPA 25 requires that dry valves be full trip tested every three years. For the purpose of any Service Agreement entered into by Cintas, the full trip test will be performed by Cintas in year three of the agreement unless otherwise requested by the owner and verified by Cintas in advance and in writing. It is the equipment owner's responsibility to maintain records indicating functional tests of dry pipe valves.

Five Year Maintenance Items

NFPA 25 requires certain items be maintained every five years. Typical items include replacement of high temperature sprinklers, check valve maintenance, alarm check valve maintenance, flushing private hydrants and underground mains, and gauge calibration or replacement. Maintenance requirements are the responsibility of the owner.

Recordkeeping Requirements

Records of inspections and tests of the system and its components must be retained for a period of one year after the next inspection or test. Records should indicate work performed, servicing company, results, and date of service. Cintas will forward copies of inspection and deficiency reports to the appropriate Authority Having Jurisdiction (AHJ) as required or requested by the AHJ.

Limitations of Service / Customer Responsibility

- The equipment owner is responsible for assuring that their fire protection equipment is properly inspected, tested and maintained.
- Deficiencies or other impairments noted during inspection or testing of automatic sprinkler system pose an immediate and serious safety concern. The system owner is responsible for assuring that any deficiency noted during inspections or testing is corrected immediately.
- In performing maintenance inspections, all conditions noted by Cintas Fire Protection are limited to only those that could be readily observed at the time of inspection from floor level, and that inspection is limited to the functional operation of the fire suppression system.
- The inspection services are for the automatic sprinkler system only. Cintas makes no warranties or representations regarding the condition or status of other equipment, including but not limited to, electrical equipment, interlocks, HVAC equipment, or alarms.
- The fire alarm interface to auxiliary systems (fans, dampers, generators, pumps, specialty detection or suppression, etc.) will be tested only through the fire alarm control or monitoring module. Functional testing of auxiliary systems, as required by respective Code or manufacturer, is excluded.
- Performance of inspection services in no way guarantees that the system meets all applicable Code standards and/or is working as designed. Furthermore, Cintas is not responsible for the condition of the system or any of its components that may require repair or replacement due to age, fatigue, wear, or other reasons beyond Cintas' control which may result from exercising during testing.

Introduction

Fire detection and alarm systems are designed to detect fires and fire conditions, and to initiate audible and/or visual signals that warn building occupants and supervisory personnel of fire and other unsafe conditions. Cintas Fire Protection uses the National Fire Protection Association (NFPA) Standard 72 – *National Fire Alarm Code*® as a guide for establishing its Scope of Service for installing, inspecting, and maintaining fire detection and alarm systems.

This document provides an overview of the *Cintas Scope of Services for Fire Detection and Alarm Systems*. This document is subject to change without notice. Services may be subject to additional Local or State requirements. Refer to NFPA 72 and other applicable documents for more detailed information.

Inspection Requirements

The facility owner is required to have the detection and alarm system components visually inspected annually, semi-annually, quarterly, or monthly, in accordance with Table 10.3.1 of NFPA 72. More frequent inspections may be required by the local authority having jurisdiction.

Semi-Annual Testing Requirements

The facility owner is required to have the detection and alarm system components tested in accordance with Table 10.4.3 of NFPA 72. More frequent testing may be required by the local authority having jurisdiction.

Cintas recommends that the customer have the detection and alarm system tested at least semi-annually (every six months). Semi-annual and annual inspection and testing procedures may vary slightly according to NFPA and Local requirements.

Testing Procedures

Testing procedures vary depending on the manufacturer's requirements, but generally include the following in accordance with standard industry practices:

- Check to see if system is in service
- Visually inspect the premises to ensure there have not been changes that could affect equipment performance

- Check the control panel function for alarm and trouble conditions
- Check batteries for charge and corrosion or leakage
- Check ground fault circuitry
- Test all manual stations for operation
- Test all detectors (smoke, heat, duct, radiant energy, air sampling, etc.) for operation
- Test all flow switches, tamper switches and audio/visual devices
- Test all notification devices for proper sound and visual levels
- Test elevator recall and all auxiliary functions (where possible)
- Test central station or fire department monitoring connections
- Check sensitivity of smoke detectors per NFPA 72 requirements
- Notify system owner of any impairments to the system

Recordkeeping Requirements

Records of maintenance, inspections and testing shall be retained by the system owner until the next test and for one year thereafter. Cintas will forward copies of inspection and deficiency reports to the appropriate Authority Having Jurisdiction (AHJ) as required or requested by the AHJ.

Limitations of Service / Customer Responsibility

- The equipment owner is responsible for assuring that their fire protection equipment is properly serviced and maintained.
- Deficiencies or other impairments noted during inspection or testing of fire detection and alarm systems pose an immediate and serious safety concern. The system owner is responsible for assuring that any deficiencies noted during inspections or maintenance are corrected immediately (per NFPA 72 10.2.1.2)
- In performing maintenance inspections, all conditions noted by Cintas Fire Protection are limited to only those that could be readily observed at the time of inspection, and that inspection is limited to the functional operation of the detection or alarm system.

- The inspection services are for the fire alarm system only. Cintas makes no warranties or representations regarding the condition or status of other equipment, including but not limited to, electrical equipment, interlocks, HVAC equipment, or elevator equipment.
- The fire alarm interface to auxiliary systems (fans, dampers, generators, pumps, specialty detection or suppression, etc.) will be tested only through the fire alarm control or monitoring module. Functional testing of auxiliary systems, as required by respective Code or manufacturer, is excluded.
- Performance of inspection services in no way guarantees that the system meets all applicable Code standards and/or is working as designed. Furthermore, Cintas is not responsible for the condition of the system or any of its components that may require repair or replacement due to age, fatigue, wear, or other reasons beyond Cintas' control which may result from exercising during testing.

Introduction

Portable fire extinguishers are intended as a first line of defense to cope with fires of limited size. Cintas Fire Protection uses the National Fire Protection Association (NFPA) Standard 10 – *Portable Fire Extinguishers* as a guide for establishing its Scope of Services for selection, installation, inspection, maintenance, and testing of portable fire extinguishers.

This document provides an overview of the *Cintas Scope of Services for Portable Fire Extinguishers*. This document is subject to change without notice. Services may be subject to additional Local or State requirements. Refer to NFPA 10 and other applicable sources for more detailed information regarding servicing requirements.

General Requirements

Per NFPA 10, portable fire extinguishers shall be conspicuously located where they are readily accessible and immediately available in the event of fire. Preferably they shall be located along normal paths of travel, including exits from areas. All rechargeable-type fire extinguishers shall be recharged after any use, as indicated by an inspection or when performing maintenance.

The equipment owner is responsible for assuring that their fire protection equipment is properly serviced and maintained. Maintenance, servicing, and recharging shall be performed by trained persons having available the appropriate servicing manuals, the proper types of tools, recharge materials, lubricants, and manufacturer's recommended replacement parts or parts specifically listed for use in the fire extinguisher. Per NFPA 10, a fire equipment-servicing agency is usually the most reliable means available to the public for having maintenance and recharging performed.

Monthly Inspection Requirements

"Inspection," as defined by NFPA 10, is a "quick check" that a fire extinguisher is in its designated place, that it has not been actuated or tampered with, and that there is no obvious physical damage or condition to prevent its operation.

Fire extinguishers shall be inspected when initially placed in service and at a minimum of 30-day intervals thereafter.

Inspection Procedures

Periodic inspection of fire extinguishers shall include a check to verify at least the following items:

- Extinguisher is in its designated location
- There are no obstructions to access or visibility
- Pressure gauge reading or indicator is in the operable range or position
- Operating instructions on nameplate are legible and face outward
- Safety seals and tamper indicators are not broken or missing
- Fullness is determined by weighing or "hefting"
- There is no obvious physical damage, corrosion, leakage, or clogging of the nozzle
- Condition of tires, wheels, carriage, hose, and nozzle are checked (wheeled extinguishers only)

When an inspection of any fire extinguisher reveals a deficiency in any of the conditions listed above, immediate corrective action shall be taken.

Inspection Recordkeeping

Personnel making inspections shall keep records of all fire extinguishers inspected, including those found to require corrective action. At least monthly, the date the inspection was performed and the initials of the person performing the inspection shall be recorded. Records shall be kept on a tag or label attached to the fire extinguisher, on an inspection checklist maintained on file, or in an electronic system (e.g., bar coding) that provides a permanent record.

Annual Maintenance Requirements

Maintenance, as defined by NFPA 10, is a "thorough examination" of the fire extinguisher. It is intended to give maximum assurance that a fire extinguisher will operate effectively and safely. It includes a thorough examination for physical damage or condition to prevent its operation and any necessary repair or replacement. It will normally reveal if hydrostatic testing or internal maintenance is required.

Fire extinguishers shall be subjected to maintenance at intervals not more than one year, at the time of hydrostatic test, or when indicated by an inspection.

Maintenance Procedures

Maintenance of portable fire extinguishers, as performed by Cintas Fire Protection, includes the following **Cintas 10-Step Quality Assurance Procedures**:

1. Visually inspect the extinguisher – The extinguisher is removed from its bracket. The extinguisher label is checked to ensure that the instructions are legible and unobstructed. The cylinder is inspected for corrosion, abrasion, or dents (including under removable bands). The extinguisher is inspected for missing, substitute, or broken parts.

2. Check the hydrostatic and maintenance dates – The date of manufacture is checked on the unit. The most recent hydrostatic test and six-year maintenance dates are noted and the applicable service procedure (hydrostatic test or six-year maintenance) is performed.

3. Verify extinguisher is full – Hand portable extinguishers are weighed or “hefted” to assure that they are fully charged with chemical (cartridge-operated extinguishers are visually inspected for fullness). If necessary, the extinguisher is recharged.

4. Visually inspect the pressure gauge – For stored pressure extinguishers, the gauge is checked for damage. The operating pressure is checked to assure that the extinguisher is properly charged.

5. Remove the tamper seal and safety pull pin – The plastic tamper seal is removed and the safety pull pin is removed to assure that it is not bent and operates freely. A new listed, color-coded Cintas tamper seal is installed.

6. Check the discharge hose for continuity – A continuity test is conducted on all carbon dioxide hose assemblies to assure that they are properly grounded. A continuity test label is attached to CO₂ discharge hoses that pass the continuity test.

7. Inspect all instruction labels – Verify that the operating instructions are present, legible, and facing outward and the appropriate HMIS (Hazardous Material Identification System) information is present and legible.

8. Clean and re-hang the extinguisher – The extinguisher is wiped down to remove dust and debris. The hanging bracket is checked to assure that the correct bracket is being used and that the bracket is securely installed. The extinguisher is re-hung on the bracket or in its cabinet.

9. Review the extinguisher placement, size, and type – The size, type and placement of the extinguisher are checked to assure it is appropriate for the hazard area. Additional record keeping is completed as required.

10. Attach a new certification tag – For those extinguishers that pass the applicable maintenance procedures, a color-coded Cintas Certification Tag is attached to the extinguisher. The Certification tag includes the month and year maintenance was performed, and the name of the Cintas Partner performing the work. The Certification Tag is valid for one year from the month punched, and documents that the equipment is in compliance with State, Local and National Fire Codes.

Hydrostatic Test / 6-Yr Maintenance

Hydrostatic testing, as defined by NFPA 10, is pressure testing of an extinguisher to verify its strength against unwanted rupture. Hydrostatic test intervals for portable fire extinguishers are generally at 5 and 12-year intervals. (Refer to NFPA 10 for more specific details.)

Hydrostatic Test Intervals	
Extinguisher Type	Interval
Water-Based	5
Carbon Dioxide	5
Dry Chemical	12
Halogenated Agents	12
Dry Powder (Class D)	12

Internal maintenance is required at intervals outlined in Table 7.3.1.1.2 of NFPA 10. Every six years, stored-pressure fire extinguishers that require a 12-year hydrostatic test shall be emptied and subjected to the applicable internal maintenance procedures (commonly referred to as a “Six Year Maintenance”).

Maintenance Recordkeeping

Location Surveys

In addition to the required Certification Tag, Cintas documents the location, type, size and service condition of all fire extinguishers inspected or maintained. These Location Surveys are available to our customers. The Location Surveys can serve as proof of service for insurance underwriting purposes, for local Fire Code compliance, and can be used as a budgeting tool to forecast future service requirements.

Verification of Service Collars

Each extinguisher that has undergone maintenance that includes internal examination or has been recharged shall have a “Verification of Service” collar around the neck of the container. Cartridge-operated and cylinder-operated fire extinguishers do not require a “Verification of Service” collar.

Introduction

Occupant-use fire hose is fire hose designed to be used by the building's occupants to fight incipient fires prior to the arrival of trained fire fighters or fire brigade members. Cintas Fire Protection uses the National Fire Protection Association (NFPA) Standard NFPA 1962 – *Standard for the Care, Use, and Service Testing of Fire Hose Including Couplings and Nozzles* as a guide for establishing its Scope of Services for inspecting, maintaining, and service testing occupant-use fire hose.

This document provides an overview of the *Cintas Scope of Services for Occupant-Use Fire Hose*. This document is subject to change without notice. Services may be subject to additional Local or State requirements. Refer to NFPA 1962 and other applicable documents for more detailed information regarding servicing requirements.

General Requirements

The equipment owner is responsible for assuring that occupant-use fire hose is properly maintained. All hose outlets and connections are to be located high enough above the floor to avoid being obstructed and to be accessible to building occupants. The equipment owner shall standardize all screw threads or provide appropriate adapters throughout the building and assure that the hose connections are compatible with those used on the supporting fire equipment. The equipment owner shall assure that occupant-use fire hose is properly maintained and available for use ("in service").

Monthly Inspection Requirements

Occupant-use fire hose shall be inspected when placed in service and every 30 days thereafter. A physical inspection shall determine that:

- The hose, couplings, and any nozzles have not been vandalized
- The hose, couplings, and any nozzles are free of debris
- There is no evidence of mildew, rot, or damage by chemicals
- There are no burns, cuts, abrasions or vermin present

Inspection Recordkeeping

At least monthly, the date the inspection was performed and the initials of the person performing the inspection shall be recorded.

Annual Service Requirements

Occupant-use fire hose shall be serviced at least annually. The annual service that Cintas performs includes the following:

- Visually inspect the hose, couplings, and nozzle
- Verify that the hose is within its service test (if not, remove the hose for service (hydrostatic) testing).
- Remove the nozzle and inspect for obstructions, damage to the nozzle tip, broken or missing parts, and that the thread gasket is in good condition
- Inspect the couplings to identify any defects such as damaged threads, corrosion, slippage on the hose, etc.
- Inspect the couplings and nozzles to verify a tight fit and that they are not deteriorated
- Reinstall the nozzle (Nozzles attached to in-service hose shall be kept in the closed position)
- Remove the hose from the rack and visually inspect the hose for any damage
- Re-rack the hose so that folds do not occur at the same position on the hose

Service Recordkeeping

A record of all annual tests must be recorded for occupant-use fire hose. Generally, this record is indicated by a tag label affixed to valve to which the hose is connected that identifies the month the test was performed, the name of the individual or company who performed the test, and what work was performed. Cintas uses a color-coded Cintas logo tag for this purpose. In addition to the required Certification Tag, Cintas documents the location, type, size and service condition of all fire hose inspected and maintained.

Service Testing (Hydrostatic Testing)

In-service hose designed for occupant use only shall be removed and service-tested (hydrostatically tested) at intervals not exceeding 5 years after the date of manufacture and every 3 years thereafter. At the conclusion of the test, information regarding the date, test pressure and name of company performing the service test shall be marked near the female end of the hose.



DEPENDABLE FIRE EQUIPMENT

60 North Le Baron Street
Waukegan, Illinois 60085-3025
847 662-8400
Fax: 847-662-8420

May 10, 2013

Dana Point Condo Association
1519 E Central Road
Arlington Heights Illinois 60005
Attn: Lisette Ray
Email: LRay@lmsnet.com
Phone: 847 228-5176

PROPOSAL: 051013-pz6

Based on the standards of N.F.P.A. 10, State/City, O.S.H.A., and insurance requirements, I am pleased to submit the following proposal for your safety equipment inspection, service and certification.

Annual extinguisher inspection and certification: \$ 1.75 each
(Includes: seal and certification tag)

- A thorough examination of the fire extinguisher, intended to give the maximum assurance that a fire extinguisher will operate effectively and safely. An examination for visual damage or any condition that would prevent its operation and any necessary repair or replacement, as well as whether it is due for hydrostatic testing or internal maintenance.

Recharge: 5LB ABC Dry Chem. \$ 10.75 each
10LB ABC Dry Chem. \$ 14.75 each

- All rechargeable- type fire extinguishers shall be recharged after use or as indicated by an inspection or when performing maintenance. When performing the recharging, the recommendations of the manufacture will be followed.

Maintenance: ABC Dry Chem. every 6 years \$ 3.00 each + recharge

- Every six years stored pressure fire extinguishers that require 12-year hydrostatic test shall be emptied and subjected to maintenance as detailed in the manufacturer's service manual.

Hydrostatic Test: ABC Dry Chem. every 12 years \$ 16.00 each + recharge

- Hydrostatic testing shall include both an internal and external visual examination of the cylinder. Testing shall be performed in accordance with DOT markings with water or some other compatible no compressible fluid as the test medium.

Service Charge: \$35.00

Sprinkler and Fire Pump System-

\$2,550.00 annually

Inspect/test all wet fire sprinkler systems to include: non-flooding trip tests, main drain tests, alarm bypass tests, fully exercising control valves, tamper alarm tests, draining accessible low points/priming levels, and a visual inspection of required components.

Inspect/test existing wet fire sprinkler systems waterflow devices to include: main drain tests, waterflow alarm tests, fully exercising control valves, tamper alarm tests, draining accessible low and a visual inspection of required components throughout accessible/common areas.

Proposal based upon the annual requirements of NFPA 25 (2011 Edition).

Proposal requires a building representative and/or alarm company to disable audible alarms (if required) for the duration of the testing.

Proposal excludes any/all permits or filing fees should they become required.

In the event additional equipment is installed after the date of this contract, the annual inspection charge shall be increased in accordance with Contractor's prevailing rates as of the first inspection of such additional equipment change. Copies of all inspection reports will be forwarded to the Arlington Heights Fire Department, the authority having jurisdiction.

This inspection and technical service is advisory only and is not a survey of your sprinkler needs or a loss prevention study.

The Contractor shall in no way be held liable on any claims for damages based on negligence or warranty, express or implied, by operation of law, or otherwise, arising out of such inspection relative to the condition of the automatic sprinkler system and equipment or the operation thereof. The Contractor shall in no way be held liable for any damages whatever arising out of the reliance by the subscriber on any statements by any employee or agent of the Contractor in connection with such inspection. Contractor's liability on any claim for loss arising out of or connected with this contract shall be limited to the cost of the inspection for the year in which the claim arose. In no event will the Contractor be liable for special or consequential damages.

Backflow Testing:
(Test and Certify Backflow Devices)

\$90.00 each

Proposal excludes any/all permits or filing fees should they become required.



Annual inspection and certification of Fire Hose
(Includes: certification tag)

\$6.00 each

A Fire hose is to be maintained and tested as follows according to NFPA 1962:

- In-service fire hose shall be physically inspected at least annually.
- In-Service fire hose designed for occupant use shall be removed and service tested at intervals not exceeding five years after installation and every three years thereafter.

Accurate hose records shall be established and maintained.

Annual Alarm System Inspection with Certification: \$6,300.00 annually

We will schedule the test and inspections of 100% of the fire alarm equipment listed below and test the operation of the panel at the scheduled intervals. During the inspection(s), two (2) trained technicians -- one (1) field technician and one (1) control panel auditor will be supplied. Customer will be provided with immediate documentation of test results and will be notified of any deficiencies found during the inspection(s). Upon completion of the inspection, formal documentation of test results will be available for the customer and local fire department. Service, repair, and replacement are available on a time and material basis unless otherwise noted. Customer will receive service call priority response over non-contracted customers and access to 24-hour emergency hotline -- 365 days a year.

List of Equipment To Be Tested:

06- Fire Alarm Control Panels
06- City Ties
12- Emergency Standby Batteries
144- Manual Pull Stations
725- Smoke Detectors
16- Heat Detectors
06- Remote Annunciators
05- Elevator Recall Relays (Primary, Alternate & Hat)
ALL- Audio/Visuals
09- Waterflows
30- Tamper

Fire Alarm Inspections and Testing Conditions

The sole obligation of Dependable Fire Equipment, Inc. is to inspect and, if authorized, make necessary repairs to the fire alarm equipment. In no event shall Dependable Fire Equipment, Inc. be responsible for incidental or consequential damages. This proposal does not include any devices that may exist within the condo units.

Emergency field service does not include:

Service and parts required due to vandalism, accidents, fire, water, storm, negligence or misuse, power failure, current fluctuations, lightning surges, Daylight Savings changes, telephone lines, repairs performed by others, repairs to waterflows, sprinklers, and halon systems, electrical wiring, or for any cause external to the Equipment. Specification changes, alterations, or attachments may require a change in maintenance charges.

Equipment:

Customer does hereby release, indemnify and hold harmless Contractor, its agent, servants, officers and directors from any claim, claim of lost valuables of any sort, cause of action or liability, suit or damage arising from or associated with in any manner, by operating the elevator or using the elevator controller for testing, servicing and/or maintaining the fire alarm system. Customer hereby releases and discharges Dependable Fire Equipment, Inc. from any liability for damages or expenses of the property's peripheral equipment and bear all risks of loss or damage thereto, by whatever cause inflicted claimed to be caused during the course of our inspection including but not limited to; the HVAC units for shut down, breaker box shunt, fire and jockey pumps, elevator, and various equipment. Panel replacement does not include equipment or labor under the full service agreement.

In the event of an emergency or system failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time of the emergency or failure until such time as Dependable Fire Equipment, Inc. notifies the Customer that the system is operational or the emergency has been cleared.

Inspect Exit / Emergency Lights

Test all exit and emergency lights
(Batteries and bulbs extra) \$3.25 per fixture

Batteries and Bulbs (most popular)

6 volt 4.5amp battery	\$ 22.00 each
6 volt 10amp battery	\$ 24.00 each
T6.5 intermediate base exit bulb	\$ 3.25 each

Payment Terms:

Payment terms are advanced payment or Net Thirty (30) days where satisfactory open credit is established. Dependable Fire Equipment, Inc. reserves the right to revoke or modify any credit at its sole discretion. Delivery is F.O.B. factory. Further, in the event payment is not received according to terms, Dependable Fire Equipment, Inc. may at its discretion, access interest at the maximum allowable rate by law or at the rate of 1.5% per month, whichever is less. Customer also agrees to pay all costs incurred by Dependable Fire Equipment, Inc. in pursuit of payment which is past due including, but not limited to, collection agency commissions and attorney's fees.

We at Dependable Fire Equipment realize that changing vendors can raise questions, such as "what will the price jump to next year"? You have the option of ensuring that there will be no price change for up to three years. Just indicate below that you would like to hold these prices for the next two or three years and Dependable Fire Equipment, Inc. will guarantee them.

Thank you for the opportunity to submit our proposal. We look forward to your acceptance.

If you have any questions please do not hesitate to contact me by e-mail at paul@dependablefire.com or by phone at 847-662-8400 Ext. 105.

Respectfully submitted,
Paul Ziefinski
DEPENDABLE FIRE EQUIPMENT, INC.
IL. Licensc no. 0074-AB

The signature below indicates manual acceptance of the above contract.
Please sign and fax (847 662-8420) to the office to schedule a service date.

Accepted by _____ Print Name _____

Title _____ Date _____

1 year 2 years 3 years

We hereby provide the above price quotation. Services to be performed per the Dependable Scope of Services for the products quoted. Prices do not include overtime labor, service, repair, parts, or applicable sales taxes. Other Prices are available upon request. This quotation is subject to the Terms and Conditions of Sale – Fire Equipment Goods and Services. This quotation is valid for 30 days, after which prices are subject to change without notice. Term of Agreement to be determined by customer: please circle one of the following: (1), (2) or (3) year(s) from the date of acceptance and shall be renewed for the same period thereafter without further action by the parties. Agreement may be cancelled by either party upon thirty (30) days written notice.

Serving Arlington Heights for over 35 years